

Process of Donation/Deposit

If you would like to donate or deposit your records with Heritage Quay, you should first contact the University Archivist archives@hud.ac.uk to discuss whether your collection falls within our Collecting Policy.

In your initial email please describe the collection, in terms of the contents, the volume, the formats included, any existing lists and potentially a couple of photographs of the collection as they are all useful to the decision-making process. We will assess your collection to see if it meets the criteria in our [Collecting Policy](#). If it is decided that your collection does not fall within our Collecting Policy, the University Archivist will try to give advice on other potential archives to approach. If the University can accept your collection, we can then arrange a date/time for you to bring the collection to Heritage Quay to physically transfer the records to our keeping. As part of this process you will need to read, and agree to our terms and conditions by completing and signing our Archive Acquisition Form on the day the records are delivered to the University. Once the form has been signed by both parties we will provide you with a copy of the form as a receipt of the donation/deposit.

If you should have any questions about your donation or deposit, please do not hesitate to contact us.

Donating your records

We usually accept records as a gift, where the owner transfers ownership of the records to us. This makes things simpler long-term.

As the owner of the records, you will need to think about the copyright in your records. Usually, donors' gift both the records and any copyright in them, as this enables us to make the best use of them and administer the copyright ourselves. Occasionally, there may be reasons why you cannot donate the copyright; if you don't donate copyright, we will need to contact you every time regarding requests for publishing, exhibiting and promoting the material. If you donate digital material, but do not donate the copyright, we will need to contact you for permission to make copies and/or change the format of the material to ensure long-term preservation.

You should read all the following terms and conditions before donating your records, and particularly the sections that relate to Donation rather than Deposit, specifically **Sections 3.1 and 8.2**.

Depositing your records

If you do not want to donate your records, you can choose to deposit your records as a permanent loan. This means you retain ownership of the documents and we look after them on your behalf.

By choosing to deposit your records, you are able to withdraw the records with due notice. However, you may be required to reimburse the service an agreed amount for funds spent by the Service on preserving, conserving, cataloguing and making the records accessible, in accordance with our deposit terms and conditions. You will also be responsible for insuring the records for any amount in excess of the cover provided by the University. It is your responsibility to notify us of any change in ownership of the records, or any change of contact details, so that we can contact you if necessary.

You should read all the following terms and conditions before depositing your records, and particularly the sections that relate to Deposit rather than Donation, specifically **Sections 3.2 and 8.3**.

Your Records at Heritage Quay

Once donated or deposited, we will:

- Make your records available to the public in our supervised research room
- Store your records securely in our environmentally controlled repository
- Preserve your records and carry out conservation work, as required and as funds allow
- Catalogue your records as part of our cataloguing programme and make the catalogue available on our website
- Administer your records in accordance with data protection and copyright legislation

Last updated July 2021



Archive Acquisition Form

Office use only:

Accession Number:

Conservation assessment req:

Yes**No****DETAILS OF THE ACQUISITION:**Type of Acquisition: **Donation/Gift** ☐ **Deposit/Loan** ☐ **Transfer** ☐ **Purchase** ☐

If Purchase: Price £ Grants:

Date of Delivery:

DONOR/DEPOSITOR DETAILS:

Name: If agent, acting on behalf of:

Contact Address:

.....

Email:

Telephone number:

COLLECTION DETAILS:**Title of Collection****Covering Dates****Extent** (e.g. files, boxes, discs, MBs)**Brief Description of Collection:**

(including material content, media, format, context, provenance, details of existing lists)

Format: **Analogue** ☐ **Digital** ☐ **Both** ☐

If digital, please list any passwords needed to open the media:

NOTE: Please remove passwords from individual files or discuss this with staff before completing the deposit.

Is any of the material available on the internet? Please provide the url:

PRIVACY:

Are you aware of any legal exemptions under the Freedom of Information Act that may prevent immediate public access?

Yes ☐ No ☐

Does this collection contain sensitive personal data relating to living individuals? **Yes** ☐ **No** ☐
(this includes data relating to racial/ethnic origin, political opinions, religious/philosophical beliefs; trade union membership; health-related or genetic data; a person's sex life or sexual orientation)

COPYRIGHT INFORMATION:

To the best of your knowledge are you the owner of the Copyright/Intellectual Property Rights of this material?

Yes ☐ **No** ☐ the copyright is owned by

[If **YES** select **ONE** of following options]:

- ☐ I / We own the copyright and wish to donate it
- ☐ I / We own the copyright and give Heritage Quay permission to manage it on my/our behalf for reprographics (including commercial/non-commercial publication), exhibition, loan, and promotional purposes without the need to contact me
- ☐ I / We own the copyright but must be contacted on every occasion it is requested to be used (for reprographics/ exhibition/loan, except for reprographics for research/educational purposes as exempt from copyright, etc.)
- ☐ I / We own the copyright but do not wish to donate it because

ACQUISITION TERMS AND CONDITIONS:

I have read and understand the attached terms and conditions and confirm that I agree with them, and I have the legal right to deliver this material to the University Archives.

Signed by [donor/depositor]: Date:

Records received by Heritage Quay in accordance with the details of this form.

Staff Name: Staff Signature:

Terms and Conditions



1. Definitions and General

1.1 In this agreement the following words have the following meanings:

"Archivist" The person or persons for the time being designated as the curator of the archives at The University of Huddersfield.

"Heritage Quay" The University of Huddersfield whose address is Queensgate, Huddersfield, HD1 3DH.

"Copyright Acts" The Copyright Designs and Patents Act 1988, the Universal Copyright Convention 1952, the Berne Convention, and the Rome Convention as amended from time to time and any subordinate legislation made under these enactments.

"Deposit" The placing by the Depositor of the Records in the custody of Heritage Quay without transferring or otherwise altering the ownership of the Records.

"Deposit form" The form signed by the Depositor and Heritage Quay containing a list of the Records deposited at the date of this Agreement.

"Depositor" The person, firm, company or other corporate body which owns (or is otherwise entrusted with) and makes a deposit of the Records, and subsequently the Depositor's successors or assigns.

"Donation" The placing by the Depositor of the Records in the custody of Heritage Quay and transferring or otherwise altering the ownership of the Records to be in the custody of the University Archives at Heritage Quay.

"Donor" The person, firm, company or other corporate body which owns (or is otherwise entrusted with) and makes a gift, or donation of the Records, and subsequently the Donor's successors or assigns.

"Owner" The person, firm, company or other corporate body which owns the Records or any of them where such owner is not also the Depositor.

"Records" Objects owned or otherwise entrusted to the Depositor, which shall include written or printed documents, all paper based materials, any audio visual recordings, any video, oral or electronic recordings and any other similar objects (including any copies or reproductions created in accordance with Clause 3.2 or otherwise).

1.2 Words importing any gender include every gender.

1.3 Words importing the singular number include the plural number and vice versa.

1.4 The legal construction of this Agreement shall not be affected by the clause headings which are for ease of reference only.

2. Introduction

2.1. This agreement is made between the donor/depositor whose details are set out in the Archive Acquisition Form ("the Donor" or "the Depositor") and The University of Huddersfield of Queensgate, Huddersfield, HD1 3DH ("the University").

2.2. The purpose of this agreement is to summarise the mutual understanding of the Donor or Depositor and the University in relation to a gift given or deposit of material made for the benefit of the University.

2.3. The University is a charity exempt from registration in England and Wales under Schedule 3 of the Charities Act 2011.

2.4. This agreement is made subject to the following University policies – Archives Collections Management Policy; Financial Regulations; Treasury Management Policy and Anti-Corruption and Bribery Policy.

3. Terms of Donating or Depositing Material to the University Archives

- 3.1 Description and Ownership of the Donation/Gift of Records** - The Donor agrees to make a gift to the University of the records detailed in the Archive Acquisition Form ("the Records") for the purpose of enhancing the University's archive collections and making the Records available for research ("the Purpose").
- 3.1.2 The Records will be delivered to the University on the date the University signs the Agreement.
 - 3.1.3 The Donor confirms that the monetary value of the Records is as stated in the Agreement form being an estimate of its fair market value.
 - 3.1.4 Upon arrival at the University, responsibility for and ownership of the Records shall pass to the University absolutely for the University's own use and benefit. The University shall use and display the Records as it sees fit provided that this is (in the opinions of the University) consistent with the Purpose.
 - 3.1.5 The University is granted all rights to capture, store, create, reproduce and distribute images of the Records in whatsoever form it chooses at any time provided that it acknowledges the Donor if appropriate and the Donor grants the University all rights necessary for this clause 3.1.5.
 - 3.1.6 The Donor understands that the University will not return the Records once it has been accepted in accordance with this agreement and in good faith.
- 3.2. Description and Ownership of the Deposit of Records** - The Records are deposited by way of a permanent loan to the University and shall remain the property of the Depositor who can withdraw them in accordance with clause 10 of this Agreement.
- 3.2.1 The Records are deposited on the condition that Heritage Quay may apply for any third party funding in relation to the preservation, conservation, listing, access, publication, withdrawal and/or any other use or processing of the Records as the Archivist thinks proper. If it is a condition of the funding that the Records must remain at Heritage Quay for a fixed period of time, then the Archivist shall use reasonable endeavours to obtain the consent of the Depositor to the application in accordance with clause 12. If the Records are subsequently removed during the fixed period, the Depositor shall be responsible for any losses suffered by Heritage Quay as a result, including repayment of the third party funding.
 - 3.2.2 In the event that the Archivist believes that Heritage Quay is no longer the most suitable repository for the Records, then the Archivist shall make reasonable endeavours to contact the Depositor to arrange for the return of the Records. In the event that the Depositor cannot be contacted, or refuses to accept the return of the Records within a reasonable time frame, the Archivist may arrange for the Records to be transferred to another place of archive or destroyed.

4. Digital Records

- 4.1 If you have donated digital records and/or copyright in the digital records to Heritage Quay and would like to keep a copy of the records, we grant you a royalty free licence to use that copy for non-commercial purposes provided that you acknowledge that the material is held by 'University of Huddersfield Archives at Heritage Quay' and include the full catalogue reference whenever you use it.
- 4.2 Digital records will be stored in a managed digital preservation environment. We reserve the right to electronically store, archive, copy, distribute or migrate the digital object for preservation purposes and to ensure future accessibility.

5. Preservation

- 5.1. The Records will be made available for consultation in a supervised research room and will be stored in secure accommodation under conditions which broadly conforms with the British Standard specification on the storage and preservation of archives BS4971:2017 and BS16893:2018 or any modification thereof or reasonably equivalent standard.
- 5.2. Heritage Quay shall use reasonable endeavours to ensure that it employs a properly qualified Archivist.
- 5.3. Heritage Quay agrees to catalogue, preserve and keep secure the Records and to update the catalogue in the event of new Records being deposited.
- 5.4. Heritage Quay will take all reasonable precautions to preserve the Records from theft, damage or loss howsoever sustained and shall be liable for any theft, damage or loss sustained as a result of Heritage Quay's negligence and/or the negligence of their employees or agents but will not be liable for any damage to them outside of Heritage Quay's reasonable control, during periods of access or display, or when temporarily withdrawn.

6. Conservation

- 6.1. Heritage Quay shall store and maintain the Records in a secure and stable environment.
- 6.2. Heritage Quay may at its discretion:
 - 6.2.1. photograph or otherwise copy or reproduce the Records either digitally or physically, provided that such use does not in any way damage or potentially damage the Records. Where new intellectual property rights are created in the copies, such intellectual property shall be the property of Heritage Quay. Notwithstanding the foregoing, where any intellectual property rights in the copy vest in the Depositor, the Depositor grants Heritage Quay an irrevocable, royalty free licence to display such copies or reproductions electronically.
 - 6.2.2. carry out such work in regard to the conservation of the Records as may from time to time be considered desirable and practical by the Archivist.
 - 6.2.3. withhold or limit public access to Records in a fragile condition until such time as all practical and necessary measures to conserve them have been carried out.

7. Listing

- 7.1. The Records will be listed as part of Heritage Quay's programme of cataloguing all collections in its custody, to a level and in a manner appropriate to their nature and number and Heritage Quay shall use its reasonable endeavours to keep such list and/or catalogue up to date. This will normally include numbering the Records (including any new Records deposited) with a finding reference for their identification. The copyright in all such lists and other finding aids will be vested in Heritage Quay.
- 7.2. A copy of the catalogue and updated catalogue will be provided in due course free of charge to the Depositor and to such persons or bodies as the Archivist considers appropriate. This may be provided either in hard copy, or digitally (at the Archivist's discretion)

8. Access

- 8.1. At the reasonable discretion of the Archivist, Records will be made available free of charge to researchers in the Research Room unless in the Archivist's reasonable opinion the records are too fragile or are insufficiently catalogued in order for them to be made available safely. Records will also be made available for research free of charge to the Owner and Donor/Depositor, and to such other persons as the Donor/Depositor may from time to time nominate.
- 8.2. Consultation of Records will be in the supervised Research Room of Heritage Quay during its advertised opening hours and in accordance with regulations governing the use of papers adopted by Heritage Quay from time to time. A copy of the regulations currently in force is available on the Heritage Quay website.

9. Obligations of the Institution, the Donor and the Depositor

9.1. University's obligations

- 9.1.1. The University will administer the gift according to the University's archive services policies.
- 9.1.2. If the Records are no longer able to be used for the Purpose, the University's Archivist shall determine an alternative location for the Records deemed (in the University Archivist's absolute discretion) to be the most consistent with the Purpose. Where possible, this decision will be made in consultation with the Donor/Depositor or their first generation heirs.

9.2 Donor's obligations

- 9.2.1. Save where indicated in the Archive Acquisition Form the Donor confirms that they are the sole owner of the Records and knows of no third party who may have a right, interest or claim in the Records.
- 9.2.2. For the avoidance of doubt, the Donor confirms that they understand that philanthropic support, including the donation of the Records, will not influence the University's academic freedom or decision-making processes.
- 9.2.3. In the event that the University ceases to exist as an autonomous academic institution, Donations/Gifts will remain within the control of the University.

9.3 Depositor's Obligations

- 9.3.1. The Depositor warrants that:
 - 9.3.1.1. it is the owner of the Records, or is duly authorised by the Owner to enter into this Agreement on their behalf and grant the rights contained in this Agreement to the University;
 - 9.3.1.2. the Records do not infringe the copyright or other rights of any other person or party, nor does it/do they contain libellous or defamatory material;
 - 9.3.1.3. if the Records contain works which has/have been commissioned, sponsored, or supported by any organisation it has fulfilled any obligations required by such organisation to enter into this Agreement; and

- 9.3.1.4. it has full capacity and authority to enter into and perform this Agreement.
- 9.3.2. The Depositor shall indemnify the University against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the University arising out of or in connection with any breach of the warranties contained in clause 8.3.1.
- 9.3.3. Any change in the name and address of the Depositor or, where appropriate, the Owner of the records shall be notified to the University Archivist. Heritage Quay will not accept responsibility for any consequences which may arise from the failure to notify such changes.
- 9.3.4. The Depositor grants to Heritage Quay the right to copy and use the Records in accordance with the terms described in the Archive Acquisition Form.
- 9.3.5. The Depositor shall be entitled to deposit further Records generated by the Depositor during the term of this Agreement.

10. Publicity, Publication, Exhibition, Copyright and Data Protection

- 10.1. Publicity: The University will make reasonable efforts to gain exposure in recognition of the Records in the press as well as including the story on the University's website and social media channels.
- 10.2. Exhibition and Lectures: Records may be used for exhibitions or to illustrate talks and lectures by Heritage Quay or other staff at the University. They may be displayed in original or copy form at the discretion of the Archivist.
- 10.3. The Donor must secure the approval of the University prior to releasing into the public domain any articles, press releases or other materials which make reference to the Records.
- 10.4. Where the Donor/Depositor has declared it on the Archive Acquisition Form, Heritage Quay will manage copyright permissions in line with the wishes described by the Donor/Depositor, provided that requests for copies or use do not exceed the proportions set out in current Copyright legislation nor constitute a whole document.
- 10.5. Where clause 9.4 does not apply and the Archivist reasonably believes that copyright subsists in the Records, the Archivist will provide researchers with information on their responsibilities when using copyrighted works and will refer any such requests back to the Depositor for approval or, if they have been identified by the Depositor, the owner of such rights.
- 10.6. Heritage Quay shall become a data controller for the Records and shall ensure compliance with Data Protection legislation and any subsequent legislation relating to access to the Records. The Donor/Depositor shall co-operate with Heritage Quay in identifying personal data and shall not object to any measure that the Archivist deems necessary on the grounds of Data Protection.

11. Withdrawals

- 11.1. The Depositor may withdraw some or all of the Records temporarily for a period of not more than 18 months at any time provided that:
 - 11.1.1. if the Depositor wishes to withdraw the Records for less than six months, the Depositor must give not less than one weeks' notice; or
 - 11.1.2. if the Depositor wishes to withdraw the Records for more than six months, the Depositor must give not less than one months' notice.
- 11.2. Any notice given under clause 10.1 must state the length of the proposed temporary withdrawal. If the Records are not returned within 18 months then they will be deemed to have been permanently withdrawn.
- 11.3. The Depositor may withdraw all or some of the Records permanently at any time provided that a period of at least six months' notice of intent is given to Heritage Quay.
- 11.4. If the Records or any of them which have been held on deposit for less than 10 years are permanently withdrawn under clause 10.2 or 10.3, Heritage Quay reserves the right to invoice the Depositor for any reasonable expenses relating to the cataloguing and conservation of the Records which are withdrawn and the Depositor shall pay such invoice within 30 days of the date of invoice.
- 11.5. Heritage Quay is not responsible for any loss or damage which may occur to the Records whilst they are withdrawn from Heritage Quay.
- 11.6. Heritage Quay will be entitled to copy Records by such method as is deemed appropriate by the University Archivist and to make such copies available for research after the withdrawal of records. In the event of a permanent withdrawal, all requests for publication would thereafter be referred to the Depositor of the Records at their last known address.
- 11.7. Heritage Quay and the Depositor agree that the provisions of this clause 10 may be exercised either by the Depositor, or a person authorised by the Depositor in writing, or by any person who can prove their legal entitlement to the Records.

12. Termination & Force Majeure

- 12.1. This Agreement shall continue in full force and effect until the Records are returned to the Depositor, in accordance with either clause 10.2 or 10.3.
- 12.2. Termination of this Agreement shall be without prejudice to any rights or obligations existing or that may have accrued as at the date of such termination.
- 12.3. Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any failure or delay in performing its obligations under this Agreement if prevented from doing so by Force Majeure and shall be entitled to a reasonable extension of time for performing its obligations. If such Force Majeure event continues in respect of a substantial part of the Agreement for a period of more than 90 days then either party may be entitled to terminate this Agreement forthwith, upon written notice to the other.

13. Notice & Approvals

- 13.1. Any notice to be received under this Agreement shall be in writing and served upon the Depositor at the Address set out in the deposit form (or any address subsequently notified to Heritage Quay in writing) and upon Heritage Quay at the address set out in this Agreement.
- 13.2. Subject to clause 12.3, any notice given shall be delivered either by hand or by first class post or email, and shall be deemed served 48 hours after posting or, in the case of email, 24 hours after sending.
- 13.3. In the event that one party is required to use reasonable endeavours to contact the other under this agreement, it shall be deemed sufficient if that party can demonstrate that they have sent the notice by recorded delivery to the last known address of the recipient and, if the recipient has provided an email address, has sent a copy of such notice by email to that address.
- 13.4. Any approval, consent or agreement to be given by either party in accordance with this Agreement shall not be unreasonably withheld or delayed. Where a party submits or uses reasonable endeavours to submit any item to the other for discussion or approval and does not receive a response from the other within seven days of submission the item in question shall be deemed approved.

14. Entire Agreement

- 14.1. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and cancels and supersedes all prior agreements between the parties.
- 14.2. Heritage Quay may amend these terms from time to time by sending notifying the Depositor of the updated terms.
- 14.3. Should any term of this Agreement be considered void or voidable under any applicable law then such term shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole object is thereby frustrated.
- 14.4. This agreement shall be binding upon and inure to the benefit of each parties' respective successors in title.
- 14.5. Nothing in this Agreement shall be construed as constituting or be deemed to constitute a partnership or joint venture between the parties.
- 14.6. This agreement has been entered into on the date the University signs the Archive Acquisition Form.

15. Waiver

- 15.1. Failure of either party at any time to demand strict performance by the other of any of the undertakings, terms and conditions set forth herein shall not be constituted as a continuing waiver or relinquishment thereof and each party may at any time demand strict and complete performance by the other of the said undertakings, terms and conditions.

16. Rights of Third Parties

- 16.1. Notwithstanding any other provision of this Agreement, none of the terms of this Agreement shall be relied upon or enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party who is not a party to this Agreement. This provision will not affect any rights or remedies available to a third party apart from the aforementioned Act.

17. Jurisdiction

- 17.1. The construction, validity and performance of this Agreement shall be governed in all respects by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts with regard to any claim or matter arising in connection with this Agreement. The parties agree to consider the use of mediation or other alternative dispute resolution service to resolve any dispute arising from this agreement but are not prevented from resorting to litigation.