

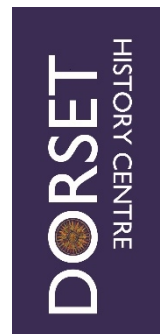
# TERMS OF AGREEMENT

## Deposit of archives at Dorset History Centre

Revised January 2020

Dorset History Centre  
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### Information for depositors

*Definition: archives are documents (hand-written, printed items, maps, plans, slides, postcards, photographs, audio-visual material, digital records and comparable items in diverse physical formats) from all dates.*

**Archives are housed at Dorset History Centre in Dorchester. The archive service is funded by, and operated on behalf of, Bournemouth, Christchurch and Poole (BCP) Council and Dorset Council**

### 1. DEPOSIT

- (a) In these terms of agreement the word “depositor” shall mean either the person who places documents on deposit, or their lawful heir or successor in title, as the context demands, and the word “Council” shall mean Dorset Council or any successor local authority who shall, from time to time, be obliged by statute or otherwise, to keep and preserve archives and records.
- (b) The word “deposit” shall mean that the party named overleaf as the depositor has placed the archives listed in the Schedule hereto in the custody of the Council, but that this in no way alters or otherwise affects the ownership of the archives. It is agreed that while the period of custody is herein unspecified, the archives shall remain deposited in the custody of the Council for a period sufficient to justify the Council’s expenditure on cataloguing and conserving them. In normal circumstances, this would be for a minimum of twenty years.
- (c) ‘Service Manager’ shall mean the individual performing the official function of head of archives at the Council and any individual or individuals properly authorised to act on his or her behalf in any relevant tasks or functions.
- (d) Documents may be reclaimed by the depositor on the terms specified in Section 6 below.
- (e) The Council reserves the right to return to the depositor any archives deemed to be of no historical interest or, with the consent of the depositor, to transfer them to a more appropriate place of deposit or to destroy them.
- (f) Any change in the name or address of the owner or depositor of the archives shall be notified to the Service Manager for Archives (SMA). The Council will not accept responsibility for any consequences which may arise from the failure to notify such changes.

### 2. DONATION

- (a) Deposited records can be donated or made the subject of a bequest to the Council at any time in accordance.
- (b) The Donor shall at the time of donation sign a Receipt for Deposit/Donation which, together with this Terms and Conditions for the Deposit or Donation of Records and the Certificate of Deposit/Donation shall together constitute the Agreement between the Donor and the Council.

### 3. PRESERVATION

- (a) The archives will be stored in Dorset History Centre (DHC) in conditions not less favourable than those considered acceptable for the storage of the Council’s own archives. Archives are protected in a high-quality preservation environment within DHC’s secure repositories.

- (b) The Council will take all reasonable precautions to preserve the archives from damage, loss or theft but shall not otherwise be liable beyond this to the depositor for any damage to or loss or theft of them during the deposit period.
- (c) Whilst the DHC building itself is insured, the Council does not insure collections within its care. If depositors wish to insure their collection(s) independently and at their own expense, then they are entirely at liberty to do so.
- (d) Digital records will be stored in a managed digital preservation environment. The Council reserves the right to electronically store, archive, copy, distribute or migrate the digital object for preservation purposes and to ensure future accessibility.

### 4. CONSERVATION

The Council will be entitled in their absolute discretion to take any of the following actions in respect of the deposited archives:

- (a) To photograph, digitise or otherwise copy them; the ownership of all such copies to be vested in the Council;
- (b) To number them with a finding reference and description for their identification and safe keeping;
- (c) To carry out such work in regard to the conservation of the documents as may from time to time be considered desirable and practicable by the SMA;
- (d) To withhold public access to them if in a fragile condition until all practicable and necessary conservation work on them has been completed; and
- (e) To exhibit the original documents, or copies, at appropriate locations at the discretion of the SMA.

### 5. CATALOGUING

- (a) The archives will be catalogued as part of DHC’s programme of cataloguing collections in its custody and in accordance with DHC’s current practice. However, depositors are encouraged wherever possible to directly fund cataloguing in order to ensure the proper description of their archives as DHC’s own resources in this respect are limited. An electronic copy of the catalogue will be provided free of charge to the depositor and to such other persons as the SMA considers appropriate and the ownership of and copyright in all such lists and other finding aids shall vest in the Council. The Council shall own all such finding aids together with any associated copyright in such aids.
- (b) The Council reserves the right to request that the Depositor or Donor provides a listing of the content of the Records or a reasonable contribution towards the costs of cataloguing.

- (c) The Council shall make reasonable efforts to ensure that the catalogue is available to the general public both in the search room and via the Internet on its online catalogue

## **6. ACCESS**

- (a) Subject to any exemptions agreed under section 5(b) below, the archives will be made available to the public for purposes of research in the Dorset History Centre during its advertised opening hours and in accordance with the Council's regulations. 'Born digital' archives and digital and other surrogates may be made available to researchers on-site or online.
- (b) By agreement between the depositor and the Council (acting through the SMA) restrictions may be placed on public access to individual deposited archives to ensure compliance with relevant legislation, particularly GDPR (General Data Protection Regulation)
- (c) Having regard to the provisions of the Copyright Acts for the time being in force, copies of documents may, at the discretion of the SMA, be supplied to members of the public, on payment of an appropriate charge, for use only in private study. No further reproduction of such copies shall be allowed without the SMA's consent.
- (d) The SMA will grant consent to the publication of deposited documents in whole or in part only on conditions that appropriate acknowledgement is made by the publisher to the depositor and upon payment of the appropriate fee. Publishers will be warned of their responsibility to comply with the Copyright Acts.
- (e) No document which has been deposited in the Record Office may be used as evidence in connection with legal proceedings except under the process of law. Any process of law which may purport to involve the production of any deposited document shall refer to the SMA, who will approach the depositor.
- (f) The Council will not be liable to the depositor for any breach of copyright pursuant to this Section 5.

## **7. WITHDRAWALS**

- (a) The depositor may exercise their right to reclaim the deposited archives at any time, after giving six calendar months' notice in writing of their intention to do so, or such longer period as may be required by specific statutory provision.
- (b) The Service Manager may, at his/her absolute discretion, reduce the period of notice under 6 (a) above under special circumstances.
- (c) During such period of notice the Council will be entitled to copy archives by such method as is deemed appropriate by the SMA and to retain the copy as the property of the Council after the removal
- (d) of the records. The Council will continue to make such copies accessible to the public, subject to the conditions and limitations set out in Section 5 above, save only that publication, in whole, or part, will not be allowed without the consent of the depositor.
- (e) The depositor or any other person requiring removal of the deposited archives whether temporarily or permanently must, whether an owner or agent, prove their entitlement to receive the records to the satisfaction of the Council.
- (f) The Council shall have the first option to purchase on any of the Records withdrawn for the purposes of sale.
- (g) Where collections which have been deposited for less than 20 years (see 1(b) above) are withdrawn, a charge will be made to cover part of the cost of any cataloguing and/or conservation work carried out on items within the collection; this charge will relate to the length of the deposit period and the nature and cost of any work undertaken on the said collection.

- (h) The Depositor or any other person requiring withdrawal of the Records held on Deposit whether temporarily or permanently shall prove to the satisfaction of Dorset Archives their entitlement to receive the Records and shall complete appropriate registration documentation.

## **8. PARISH RECORDS**

- (a) Records belonging to and deposited by the Parochial Church Council of an ecclesiastical parish within the County of Dorset and the Diocese of Salisbury will be held in the Dorset History Centre in accordance with the terms specified in the Parochial Registers and Records Measure, 1978 and nothing in these terms of agreement shall be deemed to override or countermand the terms of that measure.

## **9. DATA PROTECTION**

- (a) Records containing Personal Data as defined by the Data Protection Act 1998 may be closed to the public for 100 years or until the Data Subject (as described by that Act) is deceased, whichever is longer.
- (b) An absolute right of access to the Records shall only be provided to the Data Subject, or a person acting on their behalf, who shall have an absolute right of access to this information.
- (c) Where none of the data protection principles described by the Data Protection Act 1998 and relevant regulations and guidance would be breached by a disclosure a person other than the subject may have a right of access subject to the agreement of the Service Manager.
- (d) The Service Manager reserves absolutely the right to refuse consent to the access described in 8 (c) above.
- (e) Depositors of records held on Deposit by DHC shall be required to continue to act as Data Controller under the terms of the Data Protection Act 1998 and to comply with that Act's requirements, unless they are exempt under the provisions made in the Act AND the Data Controller warrants to the Council that it has complied and shall continue to comply with the provisions of the Data Protection Act 1998 AND the Data Controller further warrants to the Council that it shall keep the Council fully indemnified in respect of all actions, liabilities, claims, proceedings, costs, expenses and damages arising from any failure by the Depositor or Donor to comply with the Data Protection Act 1998 in respect of the material being stored with it.
- (f) Where DHC has received records by Donation the Council shall be the Data Controller of the personal data contained within the Records at the point of Donation and will determine the purpose/manner in which the personal data is to be processed and shall be responsible for complying with the requirements of the Data Protection Act 1998.
- (g) The Council is a public body and shall be subject to the provisions of the Freedom of Information Act 2000 in accordance with which the public have a right of access to the public records elements (as defined in that Act) therein of any of the Records held by DHC except where such access would contravene the Data Protection Act or be otherwise exempt under any of its clauses.

## **10. APPLICABLE LAW**

- (a) This Agreement is governed by and construed in accordance with English Law, and the English courts shall have the sole jurisdiction in any dispute about it.

## **11. SERVICE POLICY**

- (a) This document should be read in conjunction with DHC's Acquisition Policy (2020).