



**Terms of agreement for the deposit of material in
University of Stirling Archives & Special Collections**

1. Deposit

1.1 In this document the word 'depositor' shall mean the individual, organisation or individual placing material on deposit and the word 'university' shall refer to the University of Stirling, and in particular the Directorate of Information Services.

1.2 The material deposited with the university and covered by this agreement consists of the following item(s):

(further details may be attached on a separate sheet if necessary)

1.3 The material described above will be held by the university for a period of no less than _____ years from the date of this agreement.

1.4 The material placed on deposit has been put in the custody of the university by the depositor, but this in no way alters or otherwise affects the ownership of the material.

1.5 Where this period of deposit is unspecified the material should remain in the custody of the university for a period sufficient to justify the university's expenditure on cataloguing and conservation. It is acknowledged by the depositor that this would normally be for a minimum period of twenty-five years.

1.6 If the depositor wishes to reclaim the material deposited with the university they should do so under the terms specified in Section 6 below.

1.7 The university reserves the right to return to the depositor any material deemed to be of no interest, or, with the consent of the depositor to transfer this material to a more appropriate place of deposit, or confidentially destroy it.

1.8 Any changes in the name and address of the depositor of the material shall be notified to the university.

1.9 The university will ensure compliance with the principles of the Data Protection Act 1998 where they apply to the deposited material.

2. Preservation

2.1 The deposited material will be stored in university library's new archives store which provides optimum storage conditions for the library's archives and special collections.

2.2 The university shall take all reasonable precautions to protect the deposited material 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 the material during the deposit period.

3. Conservation

3.1 The university will be entitled at its absolute discretion to take any of the following actions in respect of the deposited material:

- (a) to photograph, microfilm, digitise or other wise copy material; the ownership of all such copies to be vested in the university
- (b) to number items with a reference for their identification, use and safe keeping
- (c) to carry out such work in regard to the conservation of the material as may from time to time be considered desirable and practicable by library staff
- (d) to withhold public access to material if it is in a fragile condition until all necessary conservation work has been completed

4. Cataloguing

4.1 The material will be catalogued to recognised professional standards as part of the university's programme of cataloguing all archives and special collections in its custody.

4.2 A copy of the catalogue produced by the university will be provided free of charge to the depositor. Ownership of and copyright in all catalogues and finding aids shall rest with the university.

5. Access

5.1 The deposited material shall be made available to researchers under the normal terms of access to archives and special collections in the new archives reading room.

5.2 If the depositor wishes to place any restrictions on access to this material they should be clearly stated here:

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- 5.3 Having regard to the provisions of the Copyright Acts in force at any given time the university may supply copies of material to researchers on payment of an appropriate charge. No further reproduction of such copies shall be allowed without the consent of the copyright holder.
- 5.4 The university undertakes to remind researchers, publishers and other users of the deposited material of their responsibility to comply with the Copyright Acts.
- 5.5 The university shall be free to use any part of the deposited material for exhibition purposes. The university shall also be free to loan deposited material to other institutions for the purposes of exhibition.

6. Withdrawals

- 6.1 The depositor may exercise their right to reclaim the deposited material at any time after giving 6 months notice to the university.
- 6.2 During such period of notice the university will be entitled to copy the material by any methods deemed appropriate by staff of the Directorate of Information Services and to retain these copies as the property of the university after the removal of the material. The university will continue to make these copies accessible to the public subject to the conditions laid out in Section 5 above.
- 6.3 Where the university has invested a considerable amount of time and money in the cataloguing and conservation of the deposited material the Director of Information Services may choose to seek a contribution to the financial costs involved from the depositor on removal of the material.

7. Agreement

- 7.1 I agree to the terms set out in this document for the deposit of the material described in Section 1.2 in the University of Stirling Library, part of the Directorate of Information Services:

Name of depositor: _____

Signature of depositor: _____

Address: _____

Tel. No.: _____

E-mail: _____

Date: _____

7.2 I agree to accept the material described in Section 1.2 of this document on behalf of the University of Stirling and to care for it under the terms set out in this document.

Name: _____

Title: _____

Department: _____

Tel. No.: _____

E-mail: _____

Date: _____