

## **TERMS OF DONATION TO LOUGHBOROUGH UNIVERSITY ARCHIVES (LUA)**

### **1. Ownership of Records**

- 1.1 The donor confirms that he/she is the legal owner of the records and undertakes to provide proof of ownership if requested by LUA.
- 1.2 The donor confirms that he/she is free to donate the records to LUA without breaching the rights (including copyright) of any third party.
- 1.3 The donor confirms that by donating the records to LUA he/she gives up any rights to them, subject to any restrictions set out in the donation agreement.
- 1.4 By entering into the donation agreement the donor assigns any copyright in the records vested in him/her to LUA, unless otherwise stated in the donation agreement.
- 1.5 Ownership of such records and all associated rights and responsibilities are transferred by the donor to LUA.

### **2. General**

- 2.1 LUA reserves the right to return records of no historical interest or, with the donor's consent, to transfer them to a more appropriate repository or to destroy them.
- 2.2 LUA will not reveal details of the donor to third parties without their consent.
- 2.3 The donor is responsible for notifying LUA of any changes in contact details.

### **3. Conservation & Preservation**

- 3.1 The records will be stored in a secure and suitable environment.
- 3.2 LUA will withhold access to records in a fragile condition or otherwise unsuitable for public reference until suitable remedial action has been taken.
- 3.3 LUA will undertake appropriate measures of preservation and conservation and reserves the right to create copies of the records donated in any format, subject to current copyright law.

### **4. Listing**

- 4.1 The records will be listed as part of the LUA cataloguing programme.
- 4.2 They will be marked with reference codes for purposes of identification, security and retrieval in such a way that will not damage the records.
- 4.3 A copy of the catalogue will be sent to the donor and to such other persons or bodies deemed appropriate.

- 4.4 Copyright of all finding aids created by LUA belongs to LUA.
- 4.5 Finding aids may be published on the web.

## **5. Access**

- 5.1 Subject to any restrictions set out in the donation agreement or any statutory restrictions or periods of closure, the records will be made freely available to bona fide researchers.
- 5.2 The records may be loaned to other institutions for the purposes of temporary exhibitions at the discretion of the LUA.
- 5.3 Consultation of records will be in a supervised reading room during advertised opening hours and in accordance with the regulations for the use of LUA.

## **6. Publication, Reproduction & Copyright**

- 6.1 At the discretion of LUA copies may be provided to the public for study and research purposes in accordance with current copyright and data protection legislation.
- 6.2 Permission to publish in full or in extract from records donated to LUA will be granted by the Archivist, unless stated otherwise in the donation agreement.
- 6.3 LUA reserves the right to publish donated records in whole or in part in Loughborough University publications, on the web, or by way of other electronic formats unless stated otherwise in the donation agreement.
- 6.4 All acknowledgments in publications or other media should be to Loughborough University. The donor will not be individually acknowledged, unless otherwise stated in the donation agreement.

## **7. Exhibitions & Lectures**

- 7.1 Records may be required for exhibitions or to illustrate talks and lectures by LUA or by other staff of Loughborough University. They may be displayed in original or copy form at the discretion of LUA, unless otherwise stated in the donation agreement.

## **8. Legal**

- 8.1 The Agreement for Donation and Terms of Donation shall be governed and construed according to the law of England and Wales.
- 8.2 For the avoidance of doubt, nothing in the Agreement or Terms of Donation shall confer on any third party any benefit or right to enforce any provision thereof.