

## **TERMS OF DEPOSIT WITH LOUGHBOROUGH UNIVERSITY ARCHIVES (LUA)**

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

- 1.1 The depositor 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 depositor confirms that he/she is free to lend the records to LUA and that this does not breach the rights (including copyright) of any third party.
- 1.3 The depositor grants to LUA the right to copy and use the records in accordance with the Terms of Deposit for the purposes set out in the Collection Policy Statement of LUA.
- 1.4 The depositor places the records on long term loan in the custody of LUA.
- 1.5 Records deposited on long term loan remain the property of the depositor who can withdraw them at any time subject to the terms and conditions listed below.
- 1.6 The deposit agreement shall be binding on any successors in title to the ownership of the records.

### **2. General**

- 2.1 LUA reserves the right to return records of no historical interest or, with the depositor's consent, to transfer them to a more appropriate repository or to destroy them.
- 2.2 LUA will not reveal details of the depositor to third parties without their consent.
- 2.3 The depositor is responsible for notifying the LUA of any changes in ownership or 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 deposited in any format, subject to current copyright law.
- 3.4 LUA will use all reasonable endeavours to protect and preserve the records but will not be liable for any damage to them outside its control.

#### **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 depositor 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 subsequently agreed in writing with the depositor or any statutory restrictions or periods of closure, the records will be made freely available to bona fide researchers.
- 5.2 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 deposited in LUA will be granted by the Archivist, unless stated otherwise in the deposit agreement or subsequently agreed in writing with the depositor.
- 6.3 LUA reserves the right to publish deposited 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 deposit agreement or subsequently agreed in writing with the depositor.
- 6.4 All acknowledgments in publications or other media should be to Loughborough University. The depositor will not be individually acknowledged, unless otherwise stated in the deposit 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 deposit agreement.

## **8. Withdrawal**

- 8.1** The depositor may withdraw records from LUA either on a temporary basis or permanently. A minimum of three month's notice of withdrawal of the records must be given together with proof of ownership if requested.
- 8.2** The depositor will be responsible for all costs connected with the withdrawal and for arrangements for removing the records (and returning them in case of temporary withdrawal).
- 8.3** The depositor shall be liable to reimburse LUA the full or a proportion of the costs (to be determined by LUA) of cataloguing, administering, copying and storing of any withdrawn records and of any conservation or preservation measures undertaken while the records were in the custody of LUA.
- 8.4** LUA cannot be held responsible for any loss or damage incurred while records are withdrawn.
- 8.5** LUA reserves the right to copy the records and to hold such copies after the records have been withdrawn. These copies are the property of ULA and will be made available to the public subject to any legal restrictions or restrictions set out in a revised agreement between LUA and the depositor

## **9. Legal**

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