

Cumbria Archive Service: Terms of Agreement for the Deposit of Records

Background

- (A) Cumbria Archive Service (the 'Archive Service') is a department of Cumbria County Council. The remit of the Archive Service is to acquire, preserve and provide public access to records that relate to all aspects of life in Cumbria.
- (B) The Archive Service provides a place for the deposit of the official records of Cumbria County Council, its predecessors and successors, Cumbrian district councils and civil parishes, Church of England diocesan and parish records, tithe and manorial records. The Archive Service is also authorised to accept private records by way of donation, purchase or loan.
- (C) The Archive Service operates under the terms of various legislation including the Local Government (Records) Act 1962, Local Government Act 1972, Public Records Acts 1958 and 1967, Tithe Act 1936, Parochial Registers and Records Measure 1978 (as amended), Data Protection Act 2018 and Freedom of Information Act 2000.
- (D) This Agreement sets out the terms and conditions upon which the Depositor's Records are deposited with the Archive Service.

1. Definitions

The definitions in this Clause apply to this Agreement

- 'Depositor' means the person who loans Records on deposit to the Council (and his or her lawful heir or successor in title, as the context demands);
- 'Council' means the Archive Service of Cumbria County Council (and its successors in title or any other body who is obliged, by statute or otherwise, to keep and preserve records in the County of Cumbria);
- 'Donation' means the donation of Records by the Depositor to the Council;
- 'Long Term Loan' means the loan of Records by the Depositor to the Council for a minimum period of 20 years;
- 'Records' means the property of the Depositor loaned or donated to the Council, including any digital objects.

2. Deposit

- 2.1 This agreement applies to Records deposited with the Council on or after 1 May 2012.
- 2.2 Records deposited as a Long Term Loan remain the property of the Depositor who may withdraw them subject to the terms of withdrawal set out at Clause 10. The minimum period of deposit will be 20 years.
- 2.3 The Depositor may convert a Long Term Loan to a donation at any time by providing written confirmation of their intention to make the conversion to the Council.
- 2.4 Records are subject to the terms and provisions of the Data Protection Act, 2018.
- 2.5 The Depositor confirms that they are the legal owner or custodian of the Records and the Records are accepted by the Council in good faith as the property of the Depositor.
- 2.6 The Council will not usually accept permanently closed Records. The Council reserves the right to make a charge for this category of records.
- 2.7 The Council reserves the right to refuse the deposit of any Records it judges do not merit permanent preservation and to return them, transfer them to a more suitable place or, with the consent of the Depositor, confidentially destroy them.
- 2.8 The Council will maintain a list of depositors and of records held by them. The Depositor, his heirs and successors, must notify the Council of any changes in the ownership of their Records and their contact details. The Council will not accept responsibility for any consequences which arise from the failure to notify such changes.
- 2.9 Financial contributions by the Depositor towards the cost of storage, packaging, conservation and cataloguing Records are welcomed.

3. Custody

- 3.1 The Council will keep the Records in conditions which comply (as far as is reasonably possible) with the current British Standard for the storage and exhibition of archival documents and will take all reasonable precautions to keep the Records safe from risks including damage, loss, theft and illegal access.
- 3.2 The Council will only insure the Records for conservation costs in the event of damage. If the Depositor wishes the Records to be insured against any risk whatsoever, they are required to take out appropriate insurance and to discharge the costs thereof.

4. Conservation

- 4.1 Where considered necessary by the Council, appropriate conservation and preservation treatments including the physical repair of Records may be carried out by qualified conservators or individuals working under professional supervision.
- 4.2 The Council will withhold public access to Records considered to be too fragile, damaged or otherwise unsuitable for public consultation.

5. Cataloguing

- 5.1 The Council will catalogue Records, according to service priorities and as resources allow, by qualified archivists or individuals working under professional supervision.
- 5.2 A free copy of the catalogue will be sent to the Depositor for reference purposes only and to such other individuals and bodies as the Council deems appropriate.
- 5.3 Records may be numbered, in a non-detrimental fashion, with unique catalogue references for their identity and security.
- 5.4 Ownership of copyright in all of the Council's catalogues and finding aids (whether manual or computerised) is vested in the Council.

6. Access and Publication

- 6.1 Records will be made available for public consultation free of charge in the searchroom, during its advertised opening hours subject to compliance with statutory restrictions and closure periods, security regulations and subject to the restrictions in this Agreement
- 6.2 Uncatalogued Records will not normally be made accessible to the public.
- 6.3 Having regard to the provisions of any relevant legislation for the time being in force, copies of Records may be made by or supplied to members of the public by the Council, on payment of an appropriate charge, for use only in private study. Copies will not be provided or allowed to be made if the Council considers that the process will in any way damage the Records.
- 6.4 Where it is known that a researcher is likely to publish the results of his work, he is advised that use of the manuscripts must be appropriately acknowledged. If there are to be passages of direct transcription in the published work, beyond the use of standard short quotations or illustrations of records, the researcher is advised that written permission from the owner to publish is required.
- 6.5 The Council reserves the right to publish Records in whole or in part in its own publications and website without seeking the prior permission of the Depositor.

7. Data Protection and Freedom of Information

- 7.1 Access to certain Records might be restricted under the terms of the Data Protection Act 2018.
- 7.2 Access to the Depositor's details is restricted to Council staff working within the Archive Service. Personal details will not be divulged to a third party or appear on any list or catalogue open to the public without the Depositor's permission. Personal information relating to donors and depositors will normally be retained permanently by us. Further information is given in the relevant Privacy Notice on the Cumbria County Council website.
- 7.3 Whilst the Council will endeavour to observe any agreed restrictions on access, the Depositor understands and acknowledges that, as a public body, the Council might be obliged to provide information contained in the Records under the Freedom of Information Act 2000.

8. Exhibitions and Talks

- 8.1 Records may be displayed without the further permission of the Depositor where the display is taking place on Council premises, or where the exhibition is supervised by Council staff. In the case of exhibitions held outside Council premises, the permission of the Depositor will be sought.
- 8.2 The Council will consider requests by the Depositor for exhibitions of their Records but is under no obligation to agree to such requests. The Council reserves the right not to display Records which are too fragile, damaged or otherwise unsuitable for display.

9. Legal Proceedings

- 9.1 No request for the production of Records to be used as evidence in legal proceedings will be granted without the written consent of the Depositor unless production is ordered by a court. All reasonable steps will be taken to ensure that private records will not be used in legal proceedings.

10. Withdrawal

- 10.1 The Depositor may withdraw Records temporarily or permanently subject to compliance with the requirements set out in this Clause 10. The Depositor must provide written notice to the Archivist of the relevant office before Records can be withdrawn.
- 10.2 The Depositor (or his agent or representative) must prove entitlement to the Records (or in the case of an agent or representative show suitable authorisation from the Depositor) before Records may be withdrawn.
- 10.3 In the case of permanent withdrawal, the Depositor must provide 6 months notice of withdrawal. During the period of notice the Council is entitled to copy the Records and to retain such copies as the property of the Council after the original Records have been removed. The Council will continue to make the copies accessible to the public subject to any restrictions contained in this Agreement. The Council accepts no liability for loss or damage whilst Records are withdrawn. If the Records are to be put on display, Depositors are reminded of the need to maintain a secure and stable environment.
- 10.4 Records can be temporarily withdrawn for a period of up to 3 months. The Depositor must provide 1 week's notice and sign an appropriate undertaking.
- 10.5 In the event of permanent withdrawal or in the event that the Records are not returned by the Depositor upon the expiry of a temporary withdrawal, the Council reserves the right to claim reimbursement for the cost of administering and storing the Records and any conservation/preservation work undertaken.
- 10.6 Where the Records are withdrawn for sale, the Depositor will provide the Council with the first option to purchase the Records on the basis of an independent valuation.

11. Electronic Born Digital Records

Previous sections in this Agreement relating to Legislation, Deposit, Cataloguing, Access and Withdrawals are also applicable to digital objects. The Council may use any Records comprising a digital object for non-commercial use including but not limited to the right:

- 11.1 to electronically view and display the digital object(s) including on-line viewing and displaying.
- 11.2 to incorporate the digital object into databases containing other digital objects.
- 11.3 to electronically store, archive, copy, distribute or convert the digital object for preservation purposes and to ensure future accessibility; and
- 11.4 to adapt and/or migrate to compatible formats the digital object to suit the digital repository's service capacity.

12. Gifts

- 12.1 Documents deposited as a gift/donation shall become the outright property of Cumbria County Council, to be preserved in the office of Cumbria Archive Service at (Barrow, Carlisle, Kendal or Whitehaven). The above terms of deposit shall not be deemed to apply to such gifts. Loans/deposits may be converted to gifts at any time if desired.