

THIS AGREEMENT made the ..... day of ..... 2013

**BETWEEN Wexford County Archive** having its office at 6A Ardavan Business Park, Ardavan, County Wexford, hereinafter called The Archive of the One Part **and** ..... having her/his address at ..... hereinafter called the Owner of the Other Part whereas:-

1. The Owner is entitled absolutely to all of the items listed in the Schedule hereto.
2. In so far as same still persist, the Owner is entitled to and the owner of all copyrights existing in all of the documents contained in the said Schedule whether same were original works by the Owner or not.
3. The Owner is desirous that all of the items contained in the said Schedules would be properly kept and maintained on permanent loan and has requested The Archive to accept them.
4. The Archive has indicated to the Owner its willingness to accept an assignment of all of the documents in the said Schedule and to keep and maintain same to the best of its ability.

Now this Agreement herewith in pursuance of said Agreement and in consideration of same the Owner hereby transfers to The Archive full ownership in all of the items set forth in the Schedules hereto excepting all rights of copyright which exist or may exist in all or any of these documents to the intent that the Archive shall become the absolute owner of the said items but not absolutely entitled to the copyright of any existing in all such documents.

It is hereby further agreed between the parties that should the Archive at any time decide that any of the documents, having considered same carefully on examination are of no archival interest to the Archive, that it may return them to the Owner or transfer them to a more suitable institution following communication with the owner.

It is hereby agreed between the parties that the deposit herein is subject to the deposit agreement conditions all of which are attached hereto.

In Witness hereof the Owner has signed her/his name and the Archive's representative has signed her name to be affixed the day and year first herein written.

Signed : \_\_\_\_\_  
(Depositor)

Signed: \_\_\_\_\_  
For and on behalf of Wexford County Archive

Witnessed : \_\_\_\_\_

Witnessed : \_\_\_\_\_

# DEPOSIT AGREEMENT – SCHEDULE

*Schedule of published materials deposited by ..... in Wexford County Archive*

**Collection reference no: WXCA / P ...**

# DEPOSIT AGREEMENT CONDITIONS

## 1. Donation

- 1.1. Donors must ensure that they have the right to give or deposit documents
- 1.2. Ownership of documents given to Wexford County Archive passes from the Donor to the Archive
- 1.3. Where appropriate the Donor will arrange for the assignment of copyright to the Archive

## 2. Preservation and Conservation

- 1.1. The Archive will keep each collection under the same conditions of security as the official records of the Archive
- 1.2. The Archive will ensure that the collection is stored under the same environmental conditions as the official records of the Archives which endeavour to comply with BS 5454 and *Standards for the Development of Archives Services in Ireland*
- 1.3. The Archivist will list and arrange the collection and a copy of the list will be supplied to the Donor or Depositor. In the case of particularly large collections, it may be some time before an inventory can be prepared
- 1.4. Documents requiring repair or binding will be treated in accordance with the Conservation List drawn up by the Archivist subject to the availability of resources
- 1.5. The Archive reserves the right to make copies of deposited documents, and to produce these for readers in order to protect the originals. The copies will be made only if the method of copying does not offer any change to the preservation of the document and following the permission of the Donor or Depositor. These copies will be the property of the Archive

## **Access**

- 3.1 Documents are produced for study only in a Reading Area as designated by Wexford County Archive
- 3.2 Access is permitted to readers who have read the Rules and Guidelines for handling records, and have filled out an Archives Request Form, which includes an undertaking to comply with these rules
- 3.3 No access to collections can be provided until the collections have been listed. The Donor or Depositor, or a person nominated by them, may have access to their own collection prior to listing
- 3.4 In the interest of security and access the Archivist will mark in pencil the documents with a collection and item code
- 3.5 Once a list has been prepared but subject to any privacy or conservation restrictions, the collection will be accessible to users. Publication of the records can only occur with the agreement of the copyright owner
- 3.6 The Donor or Depositor may, in consultation with the Archivist, prohibit access to certain records for a period of time

## **Reproduction and Display**

- 4.1 The Archive will have discretion to supply copies of records to users, unless prohibited by the Donor or Depositor, for private study only, and in conformity with current copyright law
- 4.2 The Archivist will have discretion to authorise temporary removal of records from the Archive for up to one year for exhibition, conservation work or other valid reasons
- 4.3 The Archive may release records or copies of them to other appropriate institutions but only when assured that they will be properly and securely cared for and /or that appropriate insurance or indemnity has been arranged against loss or damage