

## Community Archives Donation Agreement

I as the donor of this material, being the legal owner or nominated representative, have the authority to make this donation to the City Archive. In accordance with the Archives Collection Development Policy, I understand and agree that my donation is made under the following circumstances.

1. A donation is the permanent transfer of control and custody of the material from the donor to the City Archive unless otherwise negotiated at the time of donation.
2. An appraisal of the donation will be conducted by Archives staff. The donation will be appraised for its long-term historical, evidential and/or informational value. Material not required by the City Archive will be returned or disposed of as indicated on the reverse of this Agreement.
3. Though very rare, from time to time it may be necessary for material to be retrospectively removed from the City Archive. As such the City Archive retains the right to re-appraise material at any time. Should material be retrospectively removed from the collections, the material will be returned or disposed of as indicated on the reverse of this Agreement.
4. Unless otherwise stated, records transferred to the City Archive are considered to be open to public access. Any access conditions or restrictions need to be agreed to by both the Donor and the Archivist and recorded as an appendix to this Agreement. Special access requests will be managed in accordance with the ICLA Community Archives Access Policy.
5. At the discretion of the Archivist, digital or alternative reproductions of the donation may be created for access purposes, particularly if there is a preservation concern.
6. Intellectual rights such as copyright remains with the copyright holder until it is no longer applicable. The City Archive will provide reproductions of archives still under copyright for the purposes set out in The Copyright Act 1994, or as the copyright holder has otherwise authorised in writing. For preservation purposes the City Archive does allow researchers to take digital reproductions of records. The Copyright Act 1994 still applies to digital reproductions.
7. Permission for the Invercargill City Libraries and Archives to use donated archives for which the donor owns the copyright, for promotional, exhibition and online access purposes is granted or denied on the reverse of this Agreement.
8. Once material has been accepted by the City Archive, it will not be loaned out of the Invercargill City Libraries and Archives building without the express permission of the Archivist. At the discretion of the Archivist, material may be loaned back to the donor or to another collecting institution for exhibition purposes.

## Community Archives Donation Agreement

### Donation Agreement points 2 and 3

Indicate your preference for items not required/retrospectively no longer required by the City Archive.

Return the item/s to the Donor.

or

Offer the item/s to another relevant archive, library or museum.

→ Notify Donor:                      Yes / No

→ If unsuccessful:                  Return to Donor / Destroy

or

Destroy the item/s

→ Notify Donor:                      Yes / No

Initial: \_\_\_\_\_

### Donation Agreement point 4

Indicate below if these records donated to the City Archive require special access conditions.

All records in this *Donation Agreement* are open to public access.

or

Records requiring special access conditions have been identified on an appendix to this *Donation Agreement*.

Initial: \_\_\_\_\_

### Donation Agreement point 7

Indicate below if records for which you own the copyright may be used by ICLA for:

Online access, as a digital accompaniment or supplement to an online catalogue.

and

Used for online exhibitions that are created by, hosted by or in collaboration with the Invercargill City Libraries and Archives.

and

In Invercargill City Libraries and Archives promotional material.

Initial: \_\_\_\_\_

By signing this donation form, I understand and agree to the conditions mentioned above.

Name of Donor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone or Email: \_\_\_\_\_

On behalf of (i.e. group): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



