

Community Archives Donation Agreement

Thank you for considering the Invercargill City Libraries and Archives as a potential home for your archival records. This standard Community Archives Donation Agreement suits most instances of records donation to the archive collections. Please however, do not hesitate to contact our Archives team with any queries you may have.

ITEM(S) FOR DONATION

Quantity on arrival (boxes/folders etc):

PROVENANCE

History of the items/collection ie. history of ownership; connection to Southland; anything else you would like people to know about these items.

DONOR DETAILS

I as the donor of these records, being the legal owner or nominated representative, have the authority to make this donation to the Invercargill City Libraries & Archives (ICLA).

In accordance with the *Archives Collection Development Policy*, I have read and agree that my donation is made under the terms and conditions listed on the reverse of this Agreement.

Name _____

Oh behalf of (if applicable) _____

Address _____

Telephone _____

Email _____

Date _____

Signature _____

SECONDARY CONTACT PERSON

In the event that the donor cannot be reached, I authorise the listed secondary contact person to act on my behalf.

Name _____

Relationship to donor _____

Address _____

Telephone _____

Email _____

TERMS AND CONDITIONS OF DONATION

1. A donation is the **permanent transfer of custody and control** of material from the donor to ICLA.
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 information value in accordance with our appraisal policies.

Though very rare, from time to time it may be necessary for material to be retrospectively removed from the archive collections. ICLA retains the right to reappraise material at any time.

Items that do not fit within our collection policy or are retrospectively removed from the archive collection will be:

Returned to the donor or **Disposed of** **Initial:**

Please note that at the Archivist's discretion, disposal of an item may be either transfer to another appropriate Archives, Library, Museum or Gallery, or destruction.

Where a donor has requested the return of unrequired items, Archives staff will attempt to contact the donor and/or secondary contact person for 12 months, after which the items will be disposed of at the Archivist's discretion.

3. Unless otherwise agreed, records donated to ICLA are done so with **open public access**. Any access concerns requiring restrictions on public access will be discussed and agreed to by the Donor and Archivist in accordance with our archives access policies.

In accordance with the Community Archives Access Policy, unless otherwise stipulated the Donor assumes responsibility for fielding special access requests submitted by researchers via Archives staff. If a Donor or their secondary contact person cannot be reached within one month of a special access request being submitted, access to the item falls to the discretion of the Manager of ICLA in consultation with the Archivist.

Items in this donation are:

Open To Public Access or **Includes Restricted Items** **Initial:**

4. At the discretion of the Archivist, digital or alternate reproductions of the records may be created for access purposes, particularly where there is a preservation concern.
5. **Copyright remains with the copyright holder** until it is no longer applicable. ICLA will provide reproductions of archives still under copyright for the purposes set out in The Copyright Act 1994, or as the copyright holder has authorised in writing.

For preservation purposes ICLA does allow researchers to take digital reproductions in lieu of photocopies. The Copyright Act 1994 still applies to these digital reproductions.

Where the Donor does own copyright on these records, ICLA requests pre-permission to use these items for promotional and exhibition purposes, including use in online promotions, exhibitions and as a digital accompaniment to the catalogue. Pre-permission for the purposes stated above is:

Granted or **Denied** or **Not Applicable** **Initial:**

6. The donor acknowledges that items are at an increased risk of damage and loss when loaned out of the repository, therefore once material has been accepted by ICLA it will not be loaned out without the express permission of the Archivist. At the discretion of the Archivist, items may only be loaned back to the donor, secondary contact person, or to another Archive, Library, Museum or Gallery for research or exhibition purposes.

Office Use Only

Accession No.

Staff Initials:

Agreement Terms current from 01 July 2017