

MODERN RECORDS CENTRE

Deposit Agreement

The following terms and conditions are designed to cover the majority of collections deposited in the Modern Records Centre (MRC). Any special conditions of deposit or access will be included in the signed agreement attached.

The terms and conditions of deposit on loan for safekeeping are as follows:

- 1 The depositor is the legal owner of the records and retains ownership of the records
- 2 The material is deposited for a minimum period of ten years on the understanding that the loan will normally be renewed at the end of this period.
- 3 Any additional records relating to the deposit will be offered in the first instance to MRC
- 4 The owner/depositor of the material will have access rights to the records while held by MRC subject to any statutory closure periods or restrictions.
- 5 MRC will provide a reasonable standard of care and security of the records whilst held by the repository.
- 6 MRC will identify any material requiring specialist conservation or repair and notify the owner of this with costs.
- 7 MRC may seek a financial contribution for the storage, maintenance or administration of the records where appropriate.
- 8 The owner may arrange for the material to be insured for conservation or repair costs in the event of fire or flood. The MRC cannot be held responsible for loss or damage in these circumstances.
- 9 MRC will endeavour to sort, arrange, list and make available the archive in accordance with the access conditions specified below.
- 10 MRC reserves the right to create copies of the material subject to current copyright law and any special conditions specified below.
- 11 Publication of any materials from the collection will be subject to current copyright law and any special permissions specified below. Copyright law is complex and depositors should be aware that ownership of the records does not automatically confer ownership of copyright in the records.
- 12 Depositors should be aware that records deposited in MRC, particularly over an extended period of time, may be subject to the Freedom of Information Act. [Please see further statement of advice]
- 13 Any Data Protection and Freedom of Information issues will be discussed and clarified prior to transfer of the collection
- 14 The owner will provide a minimum of six months written notification of any withdrawal of any of the records on a temporary or permanent basis.
- 15 If the deposit is permanently withdrawn the owner will meet any costs that have been incurred by the MRC in the process of storing and making the material available for research and any transportation costs relating to the withdrawal of the material.

MODERN RECORDS CENTRE

The following agreement is made between The Modern Records Centre,
University of Warwick and the Depositor.

Agreement

Date:

Depositor /Donor Details:

Name:

Address:

Details of the Deposit/Gift:

Access / copying conditions:

Publication and copyright consents:

MRC may have the right to digitise and publish items on the internet unless specific restrictions are included here.

Data Protection/GDPR:

Notes:

I agree to the Modern Records Centre holding the personal data supplied above for administrative purposes in accordance with the GDPR 2018.

Signature of Depositor/Donor: _____

Signature of MRC staff: _____

The information provided on this form will be held and processed in accordance with the GDPR 2018 and DPA.