

## Standard terms and conditions of the deposit of records

### Purpose

This document sets out the basic terms and conditions for those wishing to deposit records with University of Glasgow Archives & Special Collections. It is not fully comprehensive and each deposit will also be considered on an individual basis.

In cases where a major archival deposit is being made, for example an entire company archive, an agreement will be drawn up between the University of Glasgow and the depositor in which ownership of the collection and its associated rights are clearly stated.

For smaller deposits where the value of the records is deemed less significant and the rights do not need to be clarified, a letter of acceptance may be sent by Archives & Special Collections in place of a detailed deposit agreement. For example a single document or a bundle of documents with no copyright or data protection rights complications.

However, the basic terms and conditions of deposit as stated in this document will be the same in both cases.

### Background

ASC seeks to collect archival records, manuscripts, rare books and other primary sources to support teaching and research in the University of Glasgow and the wider community. Selected secondary sources are acquired where these directly support collection strengths.

It is the place of deposit for records created by the University of Glasgow, its predecessors and affiliated bodies.

Archives & Special Collections has also been authorised (by the University Court) to accept records of businesses, private individuals and organisations. Records can be gifted, deposited on long term loan or exceptionally they may be purchased.

### Terms and conditions

#### 1. Ownership of records

- 1.1 Deposit is the transfer of custody of the records. It is the act of physically placing the records with Archives & Special Collections. A deposit can be by gift or long term loan.
- 1.2 Gifting is the transfer of legal ownership of the records. Deposits made by gifts become the physical property of the University of Glasgow and its successor bodies. They are subject to the terms and conditions of deposit stated in this document although a gift indicates permanent passing of ownership and all associated rights and responsibilities. Permanent withdrawal of records after gifting will not be possible.
- 1.3 Records deposited as a long term loan remain the property of the depositor who can withdraw them at any time subject to our terms of withdrawal. A long term loan can be converted to a gift at any time by appropriate negotiation between the University and the owner(s). Deposit by long term loan will normally be permanent.
- 1.4 Where ownership of records is in doubt, the University reserves the right to ask to see proof of ownership before accepting the deposit.
- 1.5 The issues involved in making decisions about the ownership of records will be clarified in the negotiation of each case. For example the University reserves the right to charge a fee

for the provision of archival services for records it does not own. This right is most often used where live businesses wish to make use of the University's archival facilities.

## 2. Deposit agreements

- 2.1 These terms and conditions will apply to all records deposited with Archives & Special Collections on or after 31 January 2003 unless the depositor notifies the Archives & Special Collections Senior Management Team in writing of any objections or variations to agreements made at the time of the original deposit.
- 2.2 After 31 January 2003 objections or variations to specific clauses within an agreement must be made in writing within a month of the date of the draft agreement. Any changes to the agreement must be discussed and agreed with the Archives & Special Collections Senior Management Team.
- 2.3 Archives & Special Collections Senior Management Team reserves the right to refuse any records which are not covered by Archives & Special Collections collection policy, are not considered to be of sufficient historical value, or the cost of preservation outweighs the value of the information contained within the record. In such circumstances the records will be returned to the owner or the consent of the owner will be obtained prior to disposal.
- 2.4 A manual file register and electronic database of contact details of depositors are maintained permanently by Archives & Special Collections. The University is registered with the Data Protection Registrar and undertakes to process the data it holds on depositors lawfully. The Name and Town, or the Position and Company, of the depositor may be included in finding aids for researchers to understand a basic provenance. Otherwise, full contact details for the depositor will not be released to third parties without the permission of the individual concerned. It is the responsibility of the depositor to contact Archives & Special Collections about any changes of ownership or a change in contact details.
- 2.5 Archives & Special Collections reserves the right to create copies of the records included in the deposit in any format, subject to current copyright law. Any applications to copy records included in the deposit must be made to Archives & Special Collections who will abide by copyright and other relevant legislation and any other specific conditions stated in deposit agreements.

## 3. Conservation

- 3.1 Archives & Special Collections will withhold access to records considered to be too fragile or otherwise unsuitable for public consultation until suitable remedial action can be taken.
- 3.2 Owners may be advised of costs of restorative conservation treatment or other preservation measures to allow continued access to their archive. If such costs are not met, public access may be denied to ensure long term survival.

## 4. Listing

- 4.1 Records are listed by professionally qualified archivists or staff under professional supervision. Listing of any new intake of records will be as resources allow. A copy of the list will be made available to the depositor and will be published on the web. The name of the depositor(s) will be publicised unless otherwise requested.
- 4.2 Unique reference codes will be marked on the record in such a way that will not damage or allow the record to deteriorate. This is for identification, retrieval and security purposes.
- 4.3 The University of Glasgow holds all copyright of finding aids (manual and computerised) created by Archives & Special Collections.

- 4.4 The University of Glasgow reserves the right to publish finding aids on the web or by any means deemed appropriate.

## 5. Storage environments

- 5.1 Archives & Special Collections will store and maintain records in a secure and suitable environment. For any records that are deemed to be of a nature that needs specialist storage that the University cannot provide suitable accommodation will be found elsewhere in consultation with the depositor.
- 5.2 Archives & Special Collections will maintain the records deposited within a secure environment and protect records from malicious damage, loss, theft and illegal access. Precautions will be taken to ensure records are protected from accidental damage as resources allow e.g. staff training will be provided in handling documents carefully.

## 6. Maintenance fees and financial contributions

- 6.1 A fee may be made for storage, maintenance, administration and specialist skills required for a deposited collection. Levels of fees to be charged are discussed on a case by case basis prior to agreement being reached. Fees are normally charged annually and are determined by the amount of shelf space occupied.
- 6.2 Even where a maintenance fee is not specifically charged, financial contributions from depositors are greatly valued.

## Access

- 7.1 Access to the records is subject to any clauses in the agreement made between the depositor and Archives & Special Collections or any statutory restrictions and closure periods. If the records are not covered by any restrictions they will be available for public consultation. Archives & Special Collections retains the right to refuse records with permanent closure periods on the grounds that research will be impossible.
- 7.2 Researchers will be given basic advice on compliance with legislation restricting access but any advice given does not constitute legal advice and the researcher will be personally liable for any infringement of the law.
- 7.3 Access by researchers will be undertaken in a supervised reading room environment and will be covered by CCTV.

## 8. Copyright, reproduction and publication

- 8.1 Copyright is complex and depositors should be aware that ownership of records does not necessarily mean ownership of the copyright in the records. For example there may be many copyright holders within a file of letters brought together by their recipient. The author of each individual letter is its copyright holder. Copyright of unpublished documents in an archive should be thought of in the same way as ownership of a published book. Ownership of a book is not usually the same as owning its copyright. Copyright may rest with the creator or their heirs for many years after the creator's death.
- 8.2 When assigning ownership of the archive itself, copyright owners may legally assign their rights to the University if they so wish. This facilitates the easier use of documents by researchers as to quote or publish they do not have to make efforts to trace the heirs of authors who may have no knowledge or interest in the archive.

- 8.3 Records will only be copied by Archives & Special Collections staff in compliance with current copyright legislation. The University is not liable for any abuse of copyright made by user of the copying service.
- 8.4 Persons requesting reproductions of copyright works will sign a copyright declaration form.
- 8.5 Copyright legislation will be highlighted to those intending to make reference to or reproduce elements of a record in a publication. It will be the responsibility of the user of the records to trace any copyright holders.
- 8.6 Permission to publish in whole or in part of any deposited records will be granted by Archives & Special Collections unless the deposit agreement states otherwise. Where permission must be gained from the depositor prior to publication, Archives & Special Collections will act as intermediaries.
- 8.7 The depositor will not be individually acknowledged in publications, unless otherwise agreed.
- 8.8 The University of Glasgow reserves the right to publish in whole or in part any deposited records within University of Glasgow publications, unless the deposit agreement states otherwise. The normal form of citation will be used unless otherwise agreed.
- 8.9 The normal form of citation within publications or broadcasts will be unique reference code, collection title and custodian. For example 'University of Glasgow Archives & Special Collections, Glasgow University Zoological Society collection, GB248 DC 333.

## 9. Data protection and other legislation affecting archive collections at GUAS

- 9.1 Archives & Special Collections will become joint data controller with the owner of the records deposited on long term loan, or in exceptional circumstances with the original creator of gifted records while they are in the custody of Archives & Special Collections. Both parties shall be responsible for compliance with General Data Protection Regulations (GDPR).
- 9.2 GDPR and the Data Protection Act 2018 permits the keeping of archives indefinitely for historical or other bona fide research for the purposes of public interest, provided they are not used to support measures or other decisions with respect to particular individuals and provided they are not processed in such a way that substantial distress or damage is, or is likely to be caused.
- 9.3 Archives & Special Collections reserves the right to refuse to take records which may still be needed by the owner to support decisions concerning individuals as defined in the Data Protection Act 2018.
- 9.4 The University of Glasgow will not be held liable for use made of records by the original creators or owners should the records be unlawfully processed.
- 9.5 In cases where subsequent legislation affecting access to records comes into place, the University will take the necessary steps to ensure compliance for use by researchers and other enquirers. Should additional costs be associated with the legislation, the University reserves the right to charge these costs to the owner of the archive collection.

## 10. Exhibitions and talks

- 10.1 Records may be required for exhibitions or to illustrate talks and lectures by Archives & Special Collections or other University staff. They may be displayed in original or copy form depending on condition, unless otherwise stated in the deposit agreement. Archives & Special Collections will oversee security and insurance arrangements.

## 11. Withdrawal

- 11.1** The depositor is entitled to withdraw records temporarily for a period agreed with the Archives & Special Collections Senior Management Team, provided ownership still lies with the depositor. One month's notice must be given and legal status of ownership must be proved before records can be withdrawn. Archives & Special Collections reserve the right to make a charge for costs associated with the withdrawal. Records may still be lent out to depositors who have gifted records, under special circumstances, with the agreement of the Archives & Special Collections Senior Management Team. The University of Glasgow cannot be held responsible for any loss or damage occurred while records are withdrawn and depositor should be aware that any interruption in archival custody can affect the validity and certainty of authenticity of the records.
- 11.2** The depositor must give three months notice if a decision is made to reclaim the records permanently. The depositor should be aware that they will incur the costs and have to provide arrangements for removing the records e.g. transportation.
- 11.3** The University of Glasgow reserves the right to copy the records and hold these copies after the record has been withdrawn. Such copies are the property of the University of Glasgow. The copies will be made available to the public subject to any legal restrictions or restrictions set out in a revised deposit agreement.
- 11.4** The University of Glasgow reserves the right to claim full reimbursement or a proportion of it, for the cost of cataloguing, administering, copying and storing, of any withdrawn records and any conservation or preservation work undertaken whilst the records were in the custody of the Archive Services.