



## DEPOSIT ON LOAN AGREEMENT IN RELATION TO [INSERT NAME OF COLLECTION]

### The Collection

The Collection consists of [Insert overview of the collection] as further described and listed in the Schedule to this Agreement.

### PRONI

The Public Record Office of Northern Ireland (“PRONI”) aims to identify, preserve and make available Northern Ireland's unique archival heritage and community memory.

The purpose of this agreement is to ensure that your Collection is managed in strict accordance with your wishes.

### Document

“Document” refers to information or images stored in any format including written, printed, electronic and digital.

#### 1. Statement of Ownership

I, **[Insert name]**, (“the depositor”) confirm that:

I am the owner of the Collection/ I am authorised to represent the owner of the Collection and I wish to deposit the Collection with PRONI under the terms outlined in this deposit agreement

Your Name: \_\_\_\_\_ **[SIGNED]**

Your Address: \_\_\_\_\_  
 \_\_\_\_\_ Postcode: \_\_\_\_\_

email address: \_\_\_\_\_ Tel No. \_\_\_\_\_

PRONI must be notified in writing of any change in the name and address of the depositor of the Collection.



## 2. Type of Deposit

Depositing a collection on loan with PRONI does not alter the ownership of the Collection. If a depositor wishes their Collection to transfer to PRONI as a permanent deposit in the event of their death then they must make provision for this in their will.

Please complete one of the following two options:

### 2.1 Deposit on Loan of Indefinite Duration

I wish to retain ownership of the Collection but deposit it with PRONI on a loan of indefinite duration.

This agreement shall be subject to periodic review and shall next be reviewed on [insert date].

### 2.2 Deposit on Fixed Period Loan

I wish to retain ownership of the Collection but deposit it with PRONI on a fixed period loan which shall end on [insert date].

This agreement shall be subject to periodic review and shall next be reviewed on [insert date].

## 3. Copyright

Please complete one of the following three options:

### 3.1 Assignment of Copyright to PRONI

I assign all copyright that, to the best of my knowledge, I hold in the Collection to PRONI.

or

### 3.2 Retaining Rights

I wish to retain ownership of the copyright that I hold in the Collection. I grant PRONI permission to use the Collection in the manner outlined in sections 8.1 and 8.2 of this Agreement.

or

### 3.3 Copyright Holder unknown

I confirm that I do not hold any copyright in the Collection.

## 4. Storage and Security



PRONI shall preserve all documents within the Collection to the standard and in the format which gives full weight to both good archival practice and economic costs.

Digital documents in the Collection shall be securely stored in PRONI's Digital Repository and processed as necessary. PRONI shall create new digital formats of the documents for preservation and access as required. PRONI will take all reasonable precautions compatible with the provision of public access to preserve the records from damage, loss or theft and additions or fraudulent amendments but shall not otherwise be liable beyond this to the depositor for any damage to or loss or theft of them during the deposit period. PRONI as part of the Department for Communities benefits from a policy of self-insurance. In addition, PRONI shall provide the depositor with sufficient detail to enable them to put personal insurance arrangements in place should they so wish to.

## **5. Conservation and Preservation**

Documents within the Collection may receive conservation and preservation treatment, as appropriate, within PRONI's overall conservation and preservation programme.

PRONI may process documents within the Collection including producing surrogate copies of documents to ensure the long-term preservation of the originals. These copies will be the legal property of PRONI and will be made available for research purposes subject to any conditions detailed in this deposit agreement.

## **6. Cataloguing**

The Collection shall be catalogued, as resources allow, as part of PRONI's programme of cataloguing all collections in its custody to a level and in a manner appropriate to their nature and number.

PRONI reserves the right to return to the depositor any documents judged not to merit permanent preservation or, by agreement with the depositor, to destroy them.

Catalogue reference numbers may be applied to individual documents for identification and security purposes.



The catalogue of the Collection will be freely available to researchers onsite in PRONI, on PRONI's online e-catalogue and such other sites as provide internet access at the discretion of PRONI. PRONI shall own the copyright in the catalogue and other finding aids, manual and computerised, and reserves the right to publish such finding aids on the Internet or by any other means deemed appropriate.

## **7. Access**

Once catalogued, subject to any restrictions agreed between the depositor and PRONI and to any statutory or common law provisions, the records shall be made available for public access.

If the depositor wishes to limit public access to the Collection or documents within the Collection for a specific period of time, those parts of the Collection where restrictions shall apply must be detailed in the Schedule.

PRONI may, on occasion, be legally obliged to disclose information from within the Collection or provide copies of all or part of the Collection that arise in response to any statutory or common law requests regardless of whether or not the depositor has applied access restrictions to the Collection or any part of it.

In the case of digital documents within the Collection, access can be facilitated onsite in PRONI and, if agreed, online through PRONI's e-catalogue and thereby through the World Wide Web. The depositor must indicate which option they wish to permit in the Schedule.

Where PRONI makes digital copies of documents within the Collection for preservation and access purposes, these copies shall, where appropriate, be made publically available onsite in PRONI but will not be made available online through PRONI's e-catalogue without the permission of the depositor.

PRONI reserves the right to deny physical access to records that are in too fragile a condition for public consultation.

## **8. Use of the Collection**

### **8.1 Use of the Collection by PRONI**

Where the depositor has decided to make the Collection or parts of the Collection accessible, PRONI shall be permitted to use documents (or



copies of documents) from it for educational, research and public engagement purposes to promote our holdings to the widest possible audience without further permission from the depositor, subject to the clearance of copyright as necessary. All documents (or copies of documents) used in this way shall be acknowledged as agreed at section 8.2 below.

PRONI may sell copies of documents within the Collection to members of the public for their own personal use in accordance with The Public Use of the Records (Management and Fees) Rules (Northern Ireland) 2016.

## 8.2 **Publication and Acknowledgement**

Where a member of the public wishes to publish any part of the Collection in any media (print, broadcast, online, and so on) they must first apply in writing to PRONI. PRONI can respond to such requests on your behalf or refer them to you for your consideration.

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Please indicate how you wish such requests to be administered:

Authorised by PRONI on my behalf   
Authorised by PRONI on my behalf subject to the following  
acknowledgement:

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Referred to me for consideration.

Copyright clearance is a separate matter and PRONI cannot grant consent on behalf of the copyright owner.

## 9. Withdrawals

A Collection deposited on a fixed period loan or on an indefinite duration loan should not be withdrawn, in whole or in part, without showing reasonable cause. The reason for this is that public money will be spent on the storage, preservation and cataloguing of the Collection.

### 9.1 Temporary Withdrawals

The depositor shall be entitled to withdraw documents from the Collection temporarily for no more than three months in every 12 month period unless a longer period of withdrawal is agreed in advance with PRONI. A reasonable period of notice must be given to PRONI to allow a conservation assessment of the records to be undertaken. Depending of the quantity of documents being withdrawn, advance notice of up to two months may be required. PRONI accepts no liability for loss or damage of records while they are withdrawn.

### 9.2 Permanent Withdrawal of the Collection

A depositor shall be entitled to have the Collection or part of the Collection returned to them on the provision of six months' notice to permit a check of the documents to be undertaken by PRONI and to honour any copying requests.

In the case of such withdrawals, PRONI reserves the right to make copies of documents within the Collection but shall agree terms of access to these copies with the depositor. PRONI shall continue to make publically available any copies of documents within the Collection that were digitised by PRONI and that are already available either onsite or online through



PRONI's e-catalogue. PRONI shall continue to use such copies in the manner outlined in section 8.1.

If the depositor wishes to withdraw the Collection with a view to selling it, PRONI shall be given first refusal to purchase the Collection before it is offered to other parties. The depositor shall give PRONI a reasonable period of time, likely to be at least 12 weeks, to arrange to have the Collection independently valued and for appropriate funds to be raised.

The cost for returning all or part of the Collection shall be borne by the depositor.

**10. Additional Deposits**

All future deposits added to this collection at a later date by the depositor shall be covered by the terms of this deposit agreement and added to the existing Schedule.

**I confirm that I have read and will abide by the terms within this Deposit Agreement.**

**The Depositor**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

**PRONI**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

## Schedule of the Collection

\*Media types may include but are not limited to the following: paper, file, bound volume, pamphlet, parchment, photograph, glass plate negatives, hard drives, audio cassettes, USB, CD, DVD, zip drives etc).

Please tick here if you wish to have the media devices used to deposit any digital documents within the Collection returned to you.

Description of Documents (including covering dates)	Media Type*	Quantity	Condition	Access (i.e. open/closed and period of closure)	For digital documents, please indicate if access shall be facilitated either (a) onsite in PRONI <u>and</u> via PRONI's e-catalogue and thereby via the World Wide Web or (b) onsite in PRONI only