



## PERMANENT DEPOSIT 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 transfer the Collection to PRONI under the terms outlined in this deposit agreement

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

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

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



## 2. Type of Deposit

### 2.1 Permanent Deposit

I wish to transfer ownership of the Collection to PRONI as a gift.

## 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. PRONI as part of the Department for Communities benefits from a policy of self-insurance.

## 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.

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

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## 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 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. If you have indicated that you wish to retain ownership of the copyright that you hold in the Collection (section 3.2), please indicate how you wish such requests to be administered:

- Authorised by PRONI on my behalf
- Authorised by PRONI on my behalf subject to an acknowledgement
- Referred to me for consideration.

Please indicate how/if you wish to be acknowledged:

I wish to be acknowledged in the following manner:

\_\_\_\_\_

I do not wish to be acknowledged

## 9. 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: \_\_\_\_\_

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## 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