

GIFT AGREEMENT

- 1) This gift agreement is made between the DONOR (whose details are in Schedule 1 'The Donor') AND THE COUNCIL OF THE CITY OF YORK ('the Council') acting by EXPLORE YORK LIBRARIES AND ARCHIVES MUTUAL LTD.

<u>SCHEDULE 1</u>	<u>The Donor</u>
Name:	
Address:	
Post Code:	
Tel No:	
Email:	
(Please see Terms of Acceptance – item 23)	

- 2) This Gift Agreement relates to the donated items described in Schedule II (please use an additional page if necessary).

<u>SCHEDULE II</u>	<u>Description of the Donated Items</u> (please include covering dates)
Accession contains: (for office use only)	
Paper/ parchment records: <input type="checkbox"/>	Local studies material: <input type="checkbox"/>
Analogue records: Photographs <input type="checkbox"/>	Audio recordings <input type="checkbox"/> Film/video <input type="checkbox"/>
Text based files <input type="checkbox"/>	Image files <input type="checkbox"/> Spreadsheets <input type="checkbox"/>
Digital records: Databases <input type="checkbox"/>	Audio/visual files <input type="checkbox"/> Volume: <input style="width: 50px;" type="text"/> MB/GB
Websites <input type="checkbox"/>	Other (please specify)
Copies/surrogates: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, location of originals:	
<i>Copies/surrogates should only be accepted in accordance with Explore's Collections Policy</i>	

- 3) The Donor hereby confirms and warrants that the ownership in the items to be donated rests in the Donor unconditionally or subject to such limitations as are specified in Schedule III.

<u>SCHEDULE III</u>	<u>Ownership</u>	(leave blank if no limitations apply)
---------------------	------------------	---------------------------------------

- 4) The Donor hereby donates the items described in Schedule II to the Council absolutely or subject to such limitations as are specified in Schedule IV.

<u>SCHEDULE IV</u>	<u>Terms of Donation</u>	(leave blank if no limitations apply)
--------------------	--------------------------	---------------------------------------

- 5) Insofar as the Donor is entitled so to do the Donor hereby transfers all intellectual property rights in the items to the Council unconditionally or subject to such limitations as are specified in Schedule V.

<u>SCHEDULE V</u>	<u>Intellectual Property Rights</u>	(leave blank if no limitations apply)
-------------------	-------------------------------------	---------------------------------------

- 6) In consideration of the gift to the Council of the donated items the Council undertakes to comply with the conditions and stipulations set out overleaf entitled "Terms of Acceptance".
- 7) This gift agreement shall operate in law as a donation of the scheduled items to the Council subject to the terms and conditions referred to.
- 8) I hereby donate the items listed in Schedule II upon the terms and conditions set out in this agreement.

Signed by the Donor:

.....

Witnessed by:

Dated

I confirm acceptance on behalf of the Council:

Signed:

Dated
(on behalf of the Chief Executive of Explore
York Libraries and Archives)

PLEASE GIVE!

The preservation and management of our unique archives requires the on-going investment of resources. You could help by making a donation at the link below and selecting the 'Donate to Support Archives' button.

<https://explore.york.org.uk/support-us/giving>

TERMS OF ACCEPTANCE

General

- 1) Donated items shall for all purposes be deemed to be donated absolutely to the Council and held by them to be used by the Council in their absolute discretion subject only to the terms of these conditions, the general law and any special conditions agreed in writing under the signature of the Chief Executive of Explore York Libraries and Archives Mutual Ltd or any other nominated representative.
- 2) For the purpose of this agreement the Council shall act through the Archivist of Explore York Libraries and Archives Mutual Ltd with respect to any consent, notice, approval, requirement or any other action of the Council referred to under this agreement or through such other Officer of the Council as may from time to time be determined and all notices and communications from the Donor to the Council under this agreement shall be addressed to that Officer.
- 3) All donated items may be examined, inspected, exhibited, loaned or used in any way in the absolute discretion of the Council with or without charge but the Council shall not be obliged to make items available for inspection or for any other purpose save as required by law and fragile or uncatalogued items will only be made available in the absolute discretion of the Council.
- 4) All donated items may be used, photographed, microfilmed, copied or published in the absolute discretion of the Council.
- 5) The Council shall store the donated items in such conditions as it sees fit in its absolute discretion and shall not be liable to the Donor or any person claiming through them in any circumstances for any loss or damage to the items from whatever cause howsoever arising.
- 6) The Council shall be at liberty to mark the records with any mark of reference or index.
- 7) The Council shall be at liberty to carry out any repair or conservation work as it shall in its absolute discretion determine and shall not be liable for any damage so caused.
- 8) The Council reserves the right to dispose of the items in their absolute discretion in accordance with its current published collecting policy for archives and local history collections (a copy of which is available for inspection on Explore's website).

Cataloguing

- 9) Catalogues or calendars of donated items prepared by the Council (if any) shall be the property and the copyright of the Council and shall be made available to the public and others upon such terms as the Council may determine.
- 10) The Donor permits the Council to create metadata necessary for the preservation of any digital content and acknowledges the copyright of this metadata belongs to the Council.
- 11) Digital records may be listed on our catalogue and may be available to view on our online digital repository in accordance with Data Protection legislation.

Donation of digital content

- 12) If donating digital content to the Council, the Donor agrees not to deposit the same digital content elsewhere.
- 13) The Council agrees to take reasonable measures to prevent unauthorised access, duplication, or distribution of any digital content deposited by the Donor.

- 14) The Donor permits the Council to undertake digital preservation actions on digital content including, but not limited to, the creation of backups; the creation of copies; generation of checksums; and format migration.
- 15) Digital material that is shared online may be displayed differently to the original and the Donor acknowledges the Council's right to make reformatting and display decisions to enable such access.
- 16) The Donor will cooperate with the Council to provide appropriate metadata and documentation for any digital material they elect to deposit.
- 17) The Donor will alert the Council to any sensitive or private information contained within digital material. They will also draw attention to any digital material where the copyright may belong to another party.
- 18) The Council may return or destroy physical carriers once digital materials have been transferred and verified.
- 19) The Council and the Donor will agree on a timeframe and methodology for transfer of digital content. The Donor will agree not to edit or remove the digital material from their own systems until they have received receipt of successful transfer.
- 20) The version of the digital item deposited will be the master copy of the record.
- 21) The Donor acknowledges that it may not be possible to return digital records once they have been deposited, although it will be possible to delete records from our systems.

Meaning of Donor

- 22) The Donor shall mean the person, persons or body upon whose authority items are donated to the Council. The Donor shall supply to the Council their full name and address to which all communications may be sent and shall promptly inform the Council of any change in their address and shall if requested by the Council produce to the Council any evidence certificate or other documentation which will evidence their ownership of the donated items.
- 23) Where for any purpose arising under this agreement the Council wish to contact the Donor in connection with any donated item it shall be sufficient for the Council to write to the last notified address of the Donor.