

Cumbria Archives

Terms of Agreement for the Donation or Deposit of Records

Background

(A) Cumbria Archives is a service of Cumberland Council and Westmorland and Furness Council (formerly Cumbria County Council). For legal purposes, Cumbria Archives is hosted by Cumberland Council although Cumbria Archives provides services to both councils. The remit of Cumbria Archives is to acquire, preserve and provide public access to records that relate to all aspects of life within the county of Cumbria.

(B) Cumbria Archives provides a place for the deposit of the official records of local government bodies in Cumbria (including county, district, borough and civil parish councils), Church of England diocesan and parish records, and tithe and manorial records and other records. Cumbria Archives is also authorised to accept private records by way of donation, purchase, or loan.

(C) Cumbria Archives operates under the terms of various legislation including the Local Government (Records) Act 1962, Local Government Act 1972, Public Records Acts 1958 and 1967, Tithe Act 1936, Parochial Registers and Records Measure 1978 (as amended), Data Protection Act 2018 and Freedom of Information Act 2000.

(D) This Agreement sets out the terms and conditions upon which the Depositor's Records are deposited with Cumbria Archives.

1. Definitions

The definitions in this Clause apply to this Agreement.

'Council' means Cumberland Council, on behalf of itself and Westmorland and Furness Council, (formerly Cumbria County Council) and its successors in title or any other body who is obliged, by statute or otherwise, to keep and preserve records in the county of Cumbria.

'Cumbria Archives' means the Archive Service hosted by Cumberland Council on behalf of itself and Westmorland and Furness Council.

'Depositor': means the person who loans Records on deposit for safekeeping with Cumbria Archives (his or her lawful heir or successor in title, as the context demands).

'Donor' means the person who donates the Records or whose Records becomes that of the Council due to conversion of a loan into a donation or otherwise subject to the provision of this agreement (his or her lawful heir or successor in title, as the context demands). 'Donation': means the donation of Records by the Depositor or Donor to Cumbria Archives in accordance with the terms of this agreement.

'Long Term Loan': means the loan of Records to Cumbria Archives for a minimum period of 20 years.

'Records': means the property of the Depositor loaned for safekeeping or donated to the Council, including any digital objects.

2. Donations

2.1 Documents deposited as a donation will become the outright property of the Council, or the successor archive authority, to be preserved in the offices of Cumbria Archives (currently at Barrow, Carlisle, Kendal, or Whitehaven).

3. Deposit

3.1 This agreement applies to Records deposited with Cumbria Archives on or after 1 April 2024.

3.2 Records deposited as a Long Term Loan remain the property of the Depositor who may withdraw them subject to the terms of withdrawal set out at Clause 11. The minimum period of deposit will be 20 years.



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3.3 The Depositor may convert a Long Term Loan to a Donation at any time by providing written confirmation of their intention to make the conversion to the Council.

3.4 Records are subject to the terms and provisions of the Data Protection Act, 2018.

3.5 The Depositor confirms that they are the legal owner or custodian of the Records, and the Records are accepted by the Council in good faith as the property of the Depositor.

3.6 Cumbria Archives will not usually accept permanently closed Records. Cumbria Archives reserves the right to make a charge for this category of records to cover the cost of collections care and storage.

3.7 Cumbria Archives reserves the right to appraise the Records and refuse the deposit of some or any Records of the deposit that according to its judgement do not merit permanent preservation. This may be due to content, condition or that the Records do not align with the collecting remit of Cumbria Archives. The Council will offer the Records back to the Depositor, or, with the consent of the Depositor, transfer them to a more suitable repository or confidentially destroy them.

3.8 Cumbria Archives will maintain a list of depositors and of records held by them. The Depositor, or their heirs and successors, must notify Cumbria Archives of any changes in the ownership of their Records and their contact details. Cumbria Archives will not accept responsibility for any consequences which arise from the failure to notify such changes.

3.9 Where, for example, a depositor dies, relocates or, in the case of a corporate body, ceases operations, and Cumbria Archives is not notified or has no knowledge of such an event pursuant to clause 3.8, it will first use its best endeavours to trace a successive owner. If Cumbria Archives fails to find a successor such records may vest with Cumbria Archives until such time as a successor is found at which time ownership of such record may revert to the successor if so desired.

3.10 Financial contributions by the Depositor towards the cost of storage, packaging, conservation, and cataloguing Records, are welcomed.

4. Custody

4.1 Cumbria Archives will keep the Records in conditions which comply (as far as is reasonably possible) with the current British Standard for the storage and exhibition of archival documents and will take all reasonable precautions to keep the Records safe from risks including damage, loss, theft, and illegal access.

4.2 The Council will only insure the Records for conservation costs in the event of damage. If the Depositor wishes the Records to be insured against any risk whatsoever, they are required to take out appropriate insurance and to discharge the costs thereof.

5. Conservation

5.1 Where considered necessary by Cumbria Archives, appropriate conservation and preservation treatments including the physical repair of Records may be carried out by qualified conservators or individuals working under professional supervision.

5.2 Cumbria Archives will withhold public access to Records considered to be too fragile, damaged, or otherwise unsuitable for public consultation.

6. Cataloguing

6.1 Cumbria Archives will catalogue Records, according to service priorities and as resources allow, by qualified archivists or individuals working under professional supervision.

6.2 A free copy of the catalogue will be sent to the Depositor for reference purposes only, and to such other individuals and bodies as Cumbria Archives deems appropriate.

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6.3 Records may be numbered, in a non-detrimental fashion, with unique catalogue references for their identity and security.

6.4 Ownership of copyright in all of Cumbria Archives' catalogues and finding aids (whether manual or computerised) is vested in the Council.

7. Access and Publication

7.1 Records will be made available for public consultation free of charge in the search room, during its advertised opening hours, subject to compliance with statutory restrictions and closure periods, security regulations and subject to the restrictions in this Agreement.

7.2 Uncatalogued Records will not normally be made accessible to the public.

7.3 Having regard to the provisions of any relevant legislation for the time being in force, copies of Records may be made by or supplied to members of the public by Cumbria Archives, on payment of an appropriate charge, for use only in private study. Copies will not be provided or allowed to be made if Cumbria Archives considers that the process will in any way damage the Records.

7.4 Where it is known that a researcher is likely to publish the results of his work, he is advised that use of the manuscripts must be appropriately acknowledged. If there are to be passages of direct transcription in the published work, beyond the use of standard short quotations or illustrations of records, the researcher is advised that written permission from the owner to publish is required.

7.5 Cumbria Archives reserves the right to publish Records in whole or in part in its own publications and website without seeking the prior permission of the Depositor.

8. Data Protection and Freedom of Information

8.1 The Parties to this Agreement must adhere to the Data Protection Act 2018 (Act) and access to certain Records may be restricted under the terms of the Act.

8.2 Access to the Depositor's details is restricted to Council staff working within Cumbria Archives. Personal details will not be divulged to a third party or appear on any list or catalogue open to the public without the Depositor's permission. Personal information relating to donors and depositors will normally be retained permanently by Cumbria Archives. Further information is set out in the relevant Privacy Notice on the Cumberland Council website.

8.3 Whilst the Council will endeavour to observe any agreed restrictions on access, the Depositor understands and acknowledges that, as a public body, the Council might be obliged to provide information contained in the Records under the Freedom of Information Act 2000.

9. Exhibitions and Talks

9.1 Records may be displayed without the further permission of the Depositor where the display is taking place on the Council's premises, or where the exhibition is supervised by Council staff. In the case of exhibitions held outside the Council's premises, the permission of the Depositor will be sought.

9.2 Cumbria Archives will consider requests by the Depositor for exhibitions of their Records or by third parties with the consent of the Depositor. Cumbria Archives is under no obligation to agree to such requests and reserves the right not to display Records which are too fragile, damaged, or otherwise unsuitable for display. If the Records are to be put on display, Depositors are reminded of the need to maintain a secure and stable environment. Standard acceptable exhibition and storage conditions are outlined in the loans and exhibitions policy available on the Cumbria Archives website.

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10. Legal Proceedings

10.1 No request for the production of Records used as evidence in legal proceedings will be granted without the written consent of the Depositor unless production is ordered by a court. All reasonable steps will be taken to ensure that private records will not be used in legal proceedings.

11. Withdrawal

11.1 The Depositor may withdraw Records temporarily or permanently subject to compliance with the requirements set out in this Clause 11. The Depositor must provide written notice to the Archivist of the relevant office before Records can be withdrawn.

11.2 The Depositor (or his agent or representative) must prove entitlement to the Records (or in the case of an agent or representative show suitable authorisation from the Depositor) before Records may be withdrawn.

11.3 In the case of permanent withdrawal, the Depositor must provide 6 months' notice of withdrawal. During the period of notice the Council is entitled to copy the Records and to retain such copies as the property of the Council after the original Records have been removed. Cumbria Archives will continue to make the copies accessible to the public subject to any restrictions contained in this Agreement.

11.4 Records can be temporarily withdrawn for a period of up to three months. The Depositor must provide one month notice in advance and sign an appropriate undertaking. Cumbria Archives accepts no liability for loss or damage whilst Records are withdrawn.

11.5 In the event of permanent withdrawal or if the Records are not returned by the Depositor upon the expiry of a temporary withdrawal, Cumbria Archives reserves the right to claim reimbursement for the cost of administering and storing the Records and any conservation/preservation work undertaken.

11.6 Where the Records are withdrawn for sale, the Depositor will provide Cumbria Archives with the first option to purchase the Records based on independent valuation.

12. Electronic Born Digital Records

Previous sections in this Agreement relating to Legislation, Deposit, Cataloguing, Access and Withdrawals are also applicable to digital objects. Cumbria Archives may use any Records comprising a digital object for non-commercial use including but not limited to the right:

12.1 to electronically view and display the digital object(s) including on-line viewing and displaying.

12.2 to incorporate the digital object into databases containing other digital objects.

12.3 to electronically store, archive, copy, distribute or convert the digital object for preservation purposes and to ensure future accessibility.

12.4 to adapt and/or migrate to compatible formats the digital object to suit the digital repository's service capacity.