

Terms and Conditions of Deposit

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Purpose

This document sets out the basic terms and conditions for those wishing to deposit historic material with Balliol College, Oxford. 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, an agreement will be drawn up between Balliol College and the depositor in which ownership of the collection and its associated rights are clearly stated.

For smaller deposits where the research value is deemed less significant and the rights do not need to be clarified (e.g. a single document or small number of items with no copyright or Data Protection complications), a letter of acceptance may be sent by the College Librarian, the Archivist, or another member of Balliol College Library staff with authority, in place of a detailed deposit agreement. Basic terms and conditions of deposit as stated in this document will be the same in both cases.

Background

As part of its activity as an educational charity, Balliol College seeks to collect and care for historic material, including institutional records, personal, literary and other papers, medieval manuscripts, as well as rare books, further to augment its unique and internationally significant holdings, with which it supports research, learning, and teaching within the College, the University of Oxford, the wider scholarly community, and the general public.

Balliol College houses its manuscripts, papers and other special collections in the College's Historic Collections Centre in St Cross Church, Holywell, which is also the place of deposit for records created by Balliol College itself. The College is pleased to accept items that conform to the terms of our [Collection Development Policy](#), including papers, manuscripts, and books, as well as records of past members of the College, properties formerly owned by the College and organisations directly related to the life and history of the College. The above are normally donated outright, sometimes in conjunction with a financial contribution towards cataloguing, preservation and conservation. Occasionally items may be deposited on long term loan, covered by additional Loan Deposit Agreement terms.

Terms and Conditions

1. Ownership of items

1.1 **Deposit** is the physical act of transferring items into the custody of with Balliol College. Deposits are normally made by gift (including bequest). The College reserves the right not to accept items or collections bequeathed without a pre-existing complete deposit agreement.

1.2 **Gifting** is the transfer of legal ownership and all associated rights and responsibilities from the depositor to Balliol College and its successor bodies. Thereafter, the items become the physical property of the College. Donated items cannot be permanently withdrawn by the depositor or their heirs.

1.3 In exceptional circumstances the College may acquire individual items on the basis of **long term loan**, normally when it is understood that the loan may be converted into a gift at a later stage. Long term loans are subject to additional Loan Deposit Agreement terms.

1.4 By signing the deposit agreement the depositor confirms that they are the legal owner or custodian of the deposited items. If signing on behalf of the owner or custodian, the depositor warrants that they have powers to do so.

1.5 Where organisations have ceased to function, their archives will only be accepted as a donation. Conversely, where organisations are still in existence, their archives will usually be acquired on long term loan.

1.6 Ownership of the copyright in items is separate from ownership of the physical objects; see section 9 below.

2. Deposit agreements

2.1 These terms and conditions apply to all items deposited with Balliol College on or after 25 September 2019.

2.2 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 will be agreed by the Fellow Librarian in consultation with the Librarian and/or Archivist.

2.3 If the depositor is an individual, we recommend that they inform their heirs/executors of this agreement. If the depositor is an organisation, we recommend that a copy of this agreement be lodged with the organisation's decision-making body.

3. Data Protection and other legislation affecting Historic Collections at Balliol College

3.1 A manual file register and electronic database of depositor details are maintained permanently. The College undertakes to process the data it holds on depositors lawfully, in accordance with the Data Protection Act 2018. The name, town, relationship to the creator of the records, and/or the position and company, of the depositor may be included in finding aids for researchers to understand basic provenance. Otherwise full contact details for the depositor will not be released to third parties without the permission of the individual concerned.

3.2 In order that Balliol College can comply with the Data Protection Act, which includes the principle that personal data shall be kept up to date and accurate, the College must be informed about any changes of ownership or contact details. The College will not accept responsibility for any consequences that may result from failure to notify such changes.

3.3 The Data Protection Act 2018 and the General Data Protection Regulation (GDPR) permit the keeping of archives indefinitely for purposes of 'archiving in the public interest' (including historical or other bona fide research), 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.

3.4 Balliol College 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.

3.5 Balliol College will not be held liable for use made of records by the original creators or owners should the records be unlawfully processed.

3.6 In cases where subsequent legislation affecting access to records comes into place, the College will take necessary steps to ensure compliance for use by researchers and other enquirers.

4. Appraisal and retention

4.1 Balliol College may choose to refuse any items which are not covered by the [Balliol College Collection Development Policy](#). In the case of large collections or those containing complex or sensitive materials, the College may engage a third party to assist with appraisal during the accession process prior to accepting a deposit.

4.2 The College will appraise items in its custody to determine their archival significance to the College. It reserves the right to weed duplicates and ephemeral material of lesser historical interest, in line with the [Collection Development Policy](#), and where relevant with reference to national guidance on best practice as issued by the [Bodleian Library](#) or the [National Archives](#). Wherever possible items will be returned to the owner or consent of the owner will be obtained prior to disposal (which may include deposit in another archive repository).

5. Storage, preservation and conservation

5.1 Balliol College will store and maintain items in appropriate environmental conditions with protection against intruders and fire. For items that require specialist storage not available in College, suitable accommodation will be found elsewhere in consultation with the depositor.

5.2 Balliol College will take all reasonable precautions to protect items from loss, theft, illegal access and malicious damage. Normal precautions will be taken to ensure items are protected from accidental damage, e.g. staff and researchers will be provided with training in the care and handling of documents.

5.3 Balliol College may withhold access to items which it is advised by the Archivist or Librarian are too fragile or otherwise unsuitable for public consultation until remedial action can be taken.

5.4 Owners of items on deposit may be advised of costs of conservation treatment or other preservation measures required to allow continued access to their deposit. If such costs are not met, public access may be denied to ensure long term survival. See 7.2.

5.5 Balliol College may produce surrogate copies of items to ensure long-term preservation of the originals. In the case of born-digital records (records created in digital format, e.g. email), copying and migrating to new formats is necessary to ensure their preservation and accessibility. These copies will be the legal property of the College and will be made available for research purposes, subject to any conditions detailed in the deposit agreement.

6. Listing

6.1 Material is listed by professionally qualified staff or staff and volunteers under professional supervision. Processing of any new intake will be as resources allow. A copy of the list or catalogue will be made available to the depositor and the National Register of Archives. The name of the depositor(s) will be included in the collection's provenance information unless requested otherwise (see 3.1).

6.2 Unique reference codes will be marked on the items in such a way as not to damage or allow the item to deteriorate. This is for identification, retrieval and security purposes.

6.3 Balliol College holds all copyright of finding aids (manual and computerised) created by staff and volunteers working for Balliol College.

6.4 Balliol College may publish finding aids on the web or make them available by any means deemed appropriate.

7. Financial contributions

7.1 Preservation, conservation, packaging, cataloguing, maintenance, storage, digitisation and production of records is expensive, and financial contributions from depositors are always greatly valued. Library and/or Development Office staff would be delighted to discuss a donation towards these costs with any depositor.

7.2 In some instances, the College may make the provision of suitable funding for cataloguing, preservation, and conservation of items a condition of its agreement to accept a deposit.

8. Access

8.1 Access to the material is subject to any clauses in the agreement made between the depositor and Balliol College, and/or any statutory restrictions and closure periods. If records are not covered by any restrictions they will be available for public consultation. Balliol College will not accept deposits with permanent closure periods.

8.2 Researchers will be given basic advice on compliance with legislation restricting access, but this does not constitute legal advice, and the researcher will be personally liable for any infringement of the law.

8.3 Access by researchers will be undertaken in a supervised reading room environment covered by CCTV, in accordance with professional standards and recommendations.

8.4 Balliol College will create access copies of born-digital items to preserve the integrity of the originals. Access to these will be provided through a dedicated computer terminal in the reading room, with precautions in place to prevent any changes or unauthorized copying.

9. Copyright, reproduction and publication

9.1 Copyright is a complex issue 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 a similar way to 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.

9.2 When assigning ownership of the physical archive, copyright owners may also legally assign their rights to the College if they so wish. This is Balliol College's preference, as it facilitates internal use for purposes of preservation, research, teaching and exhibition, and facilitates the use of documents by researchers without the requirement to trace future copyright owners.

9.3 Persons requesting reproductions of copyright works or requesting to take their own photographs under staff supervision will sign a copyright declaration form or otherwise undertake to comply with current copyright legislation.

9.4. College staff will only supply copies in compliance with current copyright legislation. The College is not liable for any abuse of copyright made by users of the copying service.

9.5 Copyright legislation will be highlighted to those intending to refer 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.

9.6 Permission to publish in whole or in part of any deposited items will be granted by Balliol College unless the deposit agreement states otherwise. Where permission must be gained from the depositor prior to publication, Balliol College will act as intermediaries.

9.7 The depositor will be individually acknowledged in publications, if so agreed.

9.8 Balliol College may publish in whole or in part any deposited items within Balliol College publications, unless the deposit agreement states otherwise. The normal form of citation will be used unless otherwise agreed.

9.9 The normal form of citation within publications or broadcasts will be unique reference code, collection title and custodian. For example 'GB 3107, OR 23, Records of New Inn Hall at Balliol College Archives, Oxford.'

10. Exhibitions, presentations and College websites

10.1 Items, or images or quotations from them, may be required for exhibitions or other presentations, whether physical or online, or to illustrate talks and lectures by Balliol College members and others. They may be displayed in original and/or copy form, subject to their physical condition and exhibition conditions, unless otherwise stated in the deposit agreement. Balliol College will oversee security and insurance arrangements where necessary.

10.2 Balliol College is occasionally approached by other institutions requesting to borrow items in our custody for purposes of exhibition or display. Balliol College will oversee security and insurance arrangements in connection to any external loan.