Deposit Agreement

The following terms and conditions are designed to cover the majority of collections deposited in the Modern Records Centre (MRC). Any special conditions of deposit or access will be included in the signed agreement attached.

1. The depositor\(^1\) is, or is representing, the legal owner of the records.
2. Ownership of the records is not transferred by this deposit.
3. The records are deposited on the understanding that they will be held at the MRC indefinitely, and that they are not likely to be required by the depositor for current business.
4. MRC will catalogue the records to professional archival standards but cannot commit to do so within a specified time, unless a specific agreement to this effect has been made.
5. Any records or other material in this deposit not retained at MRC in either original or copy form following appraisal\(^2\) will either be offered to other appropriate repositories or destroyed (as confidential waste if necessary).
6. MRC will store the records in secure and environmentally controlled conditions, and provide supervised access to them to users who have provided proof of their identity, but it cannot accept legal liability for any loss or damage to the records.
7. Subject to the requirements of data protection legislation and of physical conservation, all records in this deposit may be made immediately available for research once they have been catalogued (this will also apply to any earlier or future deposits by the same depositor and predecessors) unless the depositor has imposed specific access conditions.
8. Subject to the requirements of data protection legislation and of physical conservation, MRC may provide copies on request of any of the deposited records, or permit visitors to its reading room to make their own copies, under the terms of general copyright legislation. MRC may also make copies for its own purposes (e.g. inclusion on its website or in its publications). The depositor may choose to assign copyright in the records entirely to MRC (see below).
9. In the interests of preservation and access, MRC may make and retain copies of records in non-paper formats (e.g. cinematograph film and sound recordings) and arrange for the originals to be stored in appropriate specialist repositories.
10. Any additional records from the same depositor will first be offered to MRC.
11. MRC staff will not undertake extensive research in the records on behalf of the depositor.
12. The depositor will provide a minimum of six months written notification of any withdrawal of any of the records on a long-term (exceeding one month) or permanent basis.
13. If the deposit is permanently withdrawn the depositor will meet any costs that have been incurred by the MRC in the process of storing and making the material available for research and any transport costs relating to the withdrawal of the material.

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1 The term 'depositor' will include the legal successors of the person or organisation making the original deposit.

2 A statement of the general principles governing such appraisal is available on request.
The following agreement is made between The Modern Records Centre, University of Warwick and the Depositor.

**Agreement**

**Date:**

**Depositor Details:**

Name:

Position (if representing the depositing organisation or person):

Address:


**Brief details of deposit:**


**Specific conditions of deposit (if any):**


Do you wish to assign to MRC any copyright that you or your organisation has in these records? : ☐ Yes  ☐ No

Are you aware of any sensitive personal data about living people in the records?:

☐ Yes  ☐ No  If yes: please give details:

Signature of Depositor or representative: ____________________________ Date __________

Signature of MRC staff: ____________________________ Date __________