114 Mount Street

London

W1K 3AH

*Reg’d Charity Nos: England & Wales: 230165*  *Scotland: 040490*

**Agreement for the gift of records**

This gift agreement is made between the British Jesuit Archives and the donor as specified below:

|  |  |
| --- | --- |
| **Schedule 1:** | **Donor Details** (Please see Terms and Conditions – Item 1.1.2) |
| Name: |  |
| Address: |  |
|  |  |
|  |  |
| Tel. Number: |  |
| Email: |  |

This gift agreement relates to the items described or identified below:

|  |  |
| --- | --- |
| **Schedule 2:** | **Donated Items** |
|  | |

This gift agreement shall be subject to the terms and conditions set out overleaf.

I hereby donate the scheduled items under the conditions set out above:

Signed:

Date:

I confirm acceptance on behalf of the British Jesuit Archives:

Signed:

Date:

**Gift Agreement: Terms and Conditions**

1. **Definitions and General**
   1. In these terms of agreement
      1. the **Archives** means the British Jesuit Archives,
      2. **donor** means the person who gives the records to the Archives according to the terms specified in 1.1.4 below. By signing this agreement, the donor warrants that they have powers to act in all matters relating to the donated records,
      3. **Archivist** means the Archivist in charge of the Archives services of the Jesuits in Britain, and
      4. **Gift** means the donor has transferred the items referred to in schedule 2 to the ownership of the Archives absolutely and in perpetuity. The donated items will become the sole property of the Archives, which may take whatever action it thinks fit in respect of such items, subject only to the outlined terms and conditions, the general law and any special conditions agreed in writing. Items cannot be withdrawn once gifted.
   2. The donor confirms that he/she is the legal owner of the donated items and undertakes to provide proof of ownership if requested by the Archives.
   3. The Archivist reserves the right to return to the donor (if such persons can be traced following reasonable enquiry) any donated items deemed to be of no historical interest, or to transfer them to a more appropriate place of deposit, or destroy them confidentially.
   4. Any change in the name and address of the donor shall be notified to the Archivist. The Archives will not accept responsibility for any consequences which may arise from the failure to notify them of such changes.
   5. For legal purposes, donor details will be maintained permanently in electronic and manual formats. While the name of the donor may be included in finding aids to provide a greater understanding of the provenance of the collection, full contact details for the donor will not be released without the express permission of the individual concerned.
2. **Preservation**
   1. The Archives will take all reasonable precautions to preserve the donated items from

damage, loss or theft whilst in storage, public use, conservation or on exhibition, and will manage them, subject to conditions not less favourable than those considered acceptable for those records created by the Jesuits in Britain. Such conditions are, however, at the absolute discretion of the Archives, and the Archives shall not be liable to the donor, or any person claiming through them, for any loss or damage to the items howsoever arising.

1. **Conservation**
   1. The Archives may at its absolute discretion:
      1. Photograph, microfilm or otherwise copy or reproduce the donated items as a conservation measure – subject to the provision of the Copyright acts for the time being in force. The ownership of all such copies, negative and positive, will be vested in the Archives.
      2. Carry out such work in regard to the conservation of the donated items as may from time to time be considered desirable and practical by the Archivist.
      3. Withhold or limit access to any of the donated items in a fragile condition until such time as all practical and necessary measures to conserve them have been carried out.
      4. Number the items for security, identification and retrieval purposes.
2. **Listing**
   1. The donated items will be listed in accordance with the Archives’ current cataloguing

practice. As there is a significant backlog of records waiting to be listed however, it must be understood that it may not be possible to list records immediately. The copyright in all such lists and other finding aids will be vested in the Archives, as is the right to publish such finding aids on the web, or by any other means deemed appropriate.

* 1. Catalogues or calendars of donated items shall be made available to the public and

others under such terms as the Archives may determine.

1. **Access**

5.1. All donated items may – subject to the exceptions outlined in 5.2 below, or as required

by law - be examined, inspected, exhibited or loaned, or used in any way at the absolute discretion of the Archivist. (The Archivist reserves the right to refuse access to records which have not been catalogued or numbered, or which are in a fragile state, or in need of repair).

5.2. By agreement with the donor and the Archivist restrictions may be placed on public

access to the donated items for a specific period of years either because of the particular sensitivity of their contents or to comply with legal requirements such as the Data Protection Act.

1. **Publication and Copyright**

6.1. Having regard to the provision of the Copyright Acts currently in force, copies of records

may, at the discretion of the Archivist, be supplied to any person or body, for use in non-commercial private study, research or examination. The Archives will not be liable for any breaches of copyright of records in its custody, except insofar as such breaches relate to the acts of its designated officers.

6.2 The Archivist cannot grant consent for publication on behalf of the copyright owner,

unless copyright is held by the Jesuits (British Province). Responsibility to obtain copyright clearance for publication rests with the applicant. The Archives will not be liable for any breaches of copyright of records in its custody, except insofar as such breaches relate to the acts of its designated officers.