

Deposit Agreement

between

[Name of Depositor]

and

National Library of Scotland

Dated: [Date of final signature]

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Deposit Agreement

between:

[Name of Depositor] (the **Depositor**);

and

The **National Library of Scotland** (formerly named The Trustees of the National Library of Scotland), constituted under the National Library of Scotland Act 1925 (as amended and supplemented by the National Library of Scotland Act 2012) for the general function of managing the National Library of Scotland (a registered Scottish charity in terms of section 13(2) of the Charities and Trustees Investment (Scotland) Act 2005 with registered charity number SC011086, charity name 'National Library of Scotland') having its offices at George IV Bridge, Edinburgh EH1 1EW (the **Library**).

It is agreed as follows:

1. Items Deposited

- 1.1 The Depositor agrees to deposit with the Library the items recorded in Part 1 of the Schedule to this Agreement (the **Deposited Items**).
- 1.2 Further items may be deposited by the Depositor during the period, and under the terms, of this Agreement subject to:
 - 1.2.1 the consent of the Library; and
 - 1.2.2 receipt by the Library from the Depositor of an appropriate Intellectual Property Statement in the form set out in Part 2 of the Schedule to this Agreement and a Data Protection Statement in the form set out in Part 3 of the Schedule to this Agreement,and Part 1 of the Schedule will be updated accordingly to reflect the additional items.

2. Ownership of Deposited Items

- 2.1 The Depositor warrants to the Library that it is the owner of the Deposited Items and is free to deposit them with the Library as anticipated hereunder.
- 2.2 The ownership of the Deposited Items shall remain with the Depositor but the care and administration of the Deposited Items shall be the responsibility of the Library in accordance with the terms of this Agreement with effect from the date of acceptance, by the Library, of the relevant Deposited Item(s) and during such time as the relevant Deposited Items are under the possession or control of the Library.

2.3 The Library shall use its reasonable endeavours to ensure that the ownership of the Deposited Items is appropriately acknowledged on display labels and other related material [unless anonymity is expressly requested by the Depositor, in writing].

3. **Term of Deposit**

3.1 This Agreement will commence on the date of signature by the Library hereof and will continue, subject to earlier termination under Clause 3.3, for a fixed period of thirty (30) years (the **Term**) whereupon it will automatically expire. If either party wishes to enter into a new agreement in respect of the Deposited Items to come into effect on expiry of the Term it shall so notify the other party in writing not less than six (6) months prior to the expiry of the Term. Any such new agreement shall not come into force and effect unless and until agreed by the parties in writing.

3.2 Notwithstanding Clause 3.1, the Library reserves the right, after giving not less than six (6) months written notice to the Depositor, to return to the Depositor or, with the written consent of the Depositor only, to destroy any Deposited Items which the Library judges, in its sole discretion, do not merit permanent preservation or for which there are other reasonable grounds for returning or destroying.

3.3 Notwithstanding Clause 3.1, this Agreement will automatically terminate on the date on which all Deposited Items have either been permanently returned to the Depositor (whether pursuant to Clause 3.2, Clause 5, or Clause 7.2) or destroyed.

3.4 Not less than six (6) months prior to the expiry of the Term, unless and to the extent that the parties have agreed to enter into a new agreement in respect of the relevant Deposited Items, the Library shall contact the Depositor to arrange for return to the Depositor of the Deposited Items then held by the Library pursuant to this Agreement. Such return may be by delivery to, or collection by, the Depositor, at the sole discretion of the Library. If, however, the Library is unable to comply with this Clause 3.4 by reason of the Depositor's failure to comply with Clause 15.3 (notification of change of contact details) or if, where return is elected by the Library to be by collection by the Depositor, the Depositor has failed to collect any or all of the Deposited Items on or by the date of expiry of the Term, then, until such time as the Deposited Items are collected by the Depositor:

- 3.4.1 the Library shall be entitled to retain, hold and/or use such Deposited Items as it deems appropriate;
 - 3.4.2 any restrictions and obligations imposed upon the Library with respect to the relevant Deposited Items (whether by contract or otherwise) in effect prior to the date of expiry of the Term shall not apply and/or shall be deemed to be withdrawn by the Depositor with effect from the date of expiry; and
 - 3.4.3 the Library shall have no liability or responsibility whatsoever or howsoever arising for any consequences which may arise from or following the failure of the Depositor to comply with Clause 15.3, or to collect the Deposited Items on or by the date of expiry of the Term (as the case may be) including, without limitation, any liability for loss, damage or destruction of or to any such Deposited Items following the date of expiry of the Term.
- 3.5 Clauses 2.1, 3.4, 7.6, 7.7, 10.1, 11, 12, 13, 14.1, 15 to 18 (inclusive), and this Clause 3.5 will continue in full force and effect notwithstanding termination or expiry of this Agreement.

4. Temporary Withdrawal

- 4.1 The Depositor will be entitled to withdraw any of the Deposited Items temporarily for such period as may be agreed in writing with the Library on giving the Library not less than six (6) months' prior written notice. The Library shall, by written notice to the Depositor, given at any time during the Term, be entitled to set a maximum limit on the number and/or frequency of such temporary withdrawals with respect to any or all Deposited Items.
- 4.2 The Library shall be entitled to copy or otherwise record or make a record of the withdrawn Deposited Items prior to release for temporary withdrawal.
- 4.3 The Library shall have no liability for loss or damage to any Deposited Items, and the Depositor acknowledges and agrees that any Government Indemnity obtained by the Library pursuant to Clause 7 will not apply to Deposited Items, during any period of withdrawal under this Clause 4.

5. Permanent Early Withdrawal

- 5.1 If, in exceptional circumstances, the Depositor wishes to recover any Deposited Item and remove it from the scope of this Agreement permanently prior to expiry of the Term it must give the Library not less than six (6) months' prior written notice of its desire to do so setting out its reasons for the request.

5.2 If the Library accepts a request made by the Depositor pursuant to Clause 5.1 then:

5.2.1 the Library shall be entitled to make a reasonable charge in reimbursement of its reasonable costs (adjusted to reflect inflation over the relevant period) in storing and cataloguing the relevant Deposited Items (including, without limitation, the cost of any enclosures and containers) and for the costs of any valuation of the relevant Deposited Items carried out by it or on its behalf (and the receipt of such charge may be a condition of release of the relevant Deposited Items by the Library); and

5.2.2 the relevant Deposited Item shall be removed from the scope of this Agreement with effect from the date of delivery of the relevant Deposited Item by, or on behalf of the Library, or uplift of the relevant Deposited Item by, or on behalf of, the Depositor, as the case may be.

6. **Option to Purchase**

6.1 If, at any time, the Depositor wishes to sell all or some of the Deposited Items, then it shall so notify the Library and will give the Library an exclusive first right of refusal to purchase the relevant Deposited Items privately at a mutually acceptable price and according to a mutually agreed timetable provided that:

6.1.1 at that time the Depositor has the unencumbered right to sell the Deposited Items; and

6.1.2 if the parties cannot agree the terms to apply to the purchase (both parties acting reasonably and in good faith) within six (6) months following the date of receipt of the Depositor's notice to the Library under this Clause 6.1 then the Library's exclusive right to purchase the relevant Deposited Items shall be deemed to have lapsed.

7. **Government Indemnity and Liability**

7.1 Where a Deposited Item or a collection of Deposited Items taken together qualify for a governmental indemnity under any applicable Government indemnity scheme then in operation (a **Government Indemnity**), (by way of example, that operated pursuant to section 16 National Heritage Act 1980 or any replacement scheme) and there is no restriction set out in Part 2B of the Schedule upon such Deposited Item(s) being made available to the public,

the Library shall apply to the Scottish Government (or the then relevant Governmental authority) to have Government Indemnities issued to cover the deposit of the relevant Deposited Item(s) during the Term. Each new (or renewed) Government Indemnity will be sought for the relevant Deposited Item(s) at a valuation agreed between the Library and the Depositor, each party acting reasonably and in good faith. Any liability which the Library may incur under the Government Indemnity shall not exceed the valuation figure which the Library is able to recover for the relevant Deposited Item(s) specified in the Government Indemnity.

- 7.2 If the Library's first-time application for a Government Indemnity under Clause 7.1 is unsuccessful, both parties shall discuss, acting reasonably and in good faith, whether a mutually satisfactory alternative insurance arrangement can be agreed or, alternatively, whether the Depositor is willing to sign a statement, in a form acceptable to the Library, releasing the Library, to the maximum extent permitted by law, from any liability in the case of loss of, or damage to, any Deposited Items. If mutually satisfactory alternative insurance arrangements cannot be agreed, or the Depositor is unwilling to execute the aforementioned statement then, notwithstanding Clause 3.1, the Library reserves the right, to refuse acceptance of, to return to the Depositor, or, with the written consent of the Depositor only, to destroy, the relevant Deposited Items.
- 7.3 If, in respect of any Deposited Item that has been indemnified under a Government Indemnity, the Library's request for renewal of the Government Indemnity is refused and the parties are unable to agree upon mutually satisfactory alternative insurance arrangements and/or the Depositor is unwilling to sign a statement, in a form acceptable to the Library, releasing the Library, to the maximum extent permitted by law, from any liability in the case of loss of, or damage to, the relevant Deposited Items before the relevant Government Indemnity expires then, notwithstanding Clauses 3.1 and 3.2, the Library reserves the right to return to the Depositor or, with the written consent of the Depositor, to destroy the relevant Deposited Items.
- 7.4 The Depositor acknowledges that the purpose of the Government Indemnity is to compensate the Depositor in the event of theft, destruction or damage to the Deposited Items when on Library property or during transportation to or from the Depositor by the Library, all in accordance with indemnity guidelines. The Depositor acknowledges that the Government Indemnity, and the

indemnity offered by the Library under Clause 7.8 will not cover loss, destruction or damage arising from:

- 7.4.1 war, hostilities or war-like operations, but excluding acts of terrorism, riot, civil commotion, piracy and hijacking;
 - 7.4.2 the negligence or other wrongful act of the Depositor, his servants or agents;
 - 7.4.3 the condition (including inherent vice or a pre-existing flaw) of the relevant Deposited Item at the time of its deposit under this Agreement;
 - 7.4.4 restoration or conservation work undertaken to the Deposited Items by the Library, their servants or agents with the agreement of the Depositor;
 - 7.4.5 a third party claiming to be entitled to the Deposited Items; or
 - 7.4.6 any other matters that may, at any time following the date of this Agreement, be excluded from the then relevant Government Indemnity scheme as such matters may be notified to the Depositor from time to time.
- 7.5 Subject to Clause 7.6, the Library shall not be liable to the Depositor whether in contract, delict (including negligence), breach of statutory duty, or otherwise:
- 7.5.1 for any loss suffered by the Depositor as a result of the theft, destruction or damage to the Deposited Items when in the care of the Library except if and to the extent that such loss is recoverable under a Government Indemnity obtained by the Library pursuant to Clause 7.1 or is expressly covered by the terms of Clause 7.8 or by any policy of insurance maintained by the Library or the Depositor; or
 - 7.5.2 for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.
- 7.6 Nothing in this Agreement shall limit or exclude the Library's liability for:
- 7.6.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 7.6.2 fraud or fraudulent misrepresentation; or
 - 7.6.3 any other matter for which it is not permissible in law to exclude or limit its liability.

7.7 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

7.8 Where a Deposited Item does not, or a collection of Deposited Items taken together do not, qualify for a Government Indemnity under Clause 7.1 by reason of its or their collective value being too low, but there is no restriction set out in Part 2B of the Schedule upon such Deposited Item(s) being made available to the public, the Library will indemnify the Depositor against any direct and irrecoverable losses suffered by the Depositor as a result of the theft, destruction or damage of the relevant Deposited Item(s) while under the possession or control of the Library hereunder. The indemnity given under this Clause 7.8 is subject to Clauses 7.4 to 7.7 (inclusive). Any liability which the Library may incur under this Clause 7.8 shall not exceed the valuation figure for the relevant Deposited Item(s) agreed between the Library and the Depositor, each party acting reasonably and in good faith. This valuation figure shall be reviewed every three years during the Term and, where the value of a Deposited Item or the value of a collection of Deposited Items taken together is such that it then qualifies for a Governmental Indemnity, the Library shall apply to the Scottish Government (or the then relevant Governmental authority) for a Government Indemnity and the relevant provisions of this Clause 7 shall apply.

8. **Other Stock**

8.1 The Library will use its reasonable endeavours to ensure that the Deposited Items shall always be clearly distinguishable from other stock in the care of the Library, preferably by shelving them discretely and/or by using accession numbers or shelfmarks uniquely associated with that deposited collection and/or by using clear labelling that indicates the source of the deposit. The Deposited Items shall be kept in the same conditions of security and environmental control as are provided for collections material of a similar nature and valuation owned by the Library.

9. **Restoration Work**

9.1 No restoration or conservation work other than emergency preservation work will be carried out by the Library on the Deposited Items without the prior agreement of the Depositor.

10. **Catalogues and Finding Aids**

10.1 Catalogues and finding aids for Deposited Items shall be prepared at the absolute discretion of the Library, in accordance with its normal practices, and subject to the availability of resources. The Library shall retain all title and copyright in and to any such finding aids (manual and/or computerised) created by it or on its behalf. The Library reserves the right to publish finding aids on the internet or by any means deemed appropriate by it in its sole discretion.

11. **Intellectual Property Rights**

11.1 The Depositor warrants that, so far as it is aware, the information set out in the Intellectual Property Statement contained in Part 2A of the Schedule to this Agreement is true and accurate in all material respects. This warranty will be deemed to be repeated in respect of each and any subsequent Intellectual Property Statement completed by or on behalf of the Depositor.

11.2 The Depositor hereby grants to the Library, subject always to Clause 9.1, an irrevocable, perpetual, royalty-free non-exclusive licence (with the right to sub-licence) for the Intellectual Property in the Deposited Items, allowing the Library to store, maintain, repair, preserve, copy, display, use and make available the Deposited Items (and any copies or surrogates thereof made pursuant to this Agreement) for any and all purposes whatsoever (including, without limitation, publication on the internet) save as set out in Part 2 B of the Schedule.

For the purposes of this Clause 11.2, **Intellectual Property** shall mean any and all patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world in or related to the Deposited Items and owned, or freely licensable by, the Depositor.

Notwithstanding the foregoing, the Depositor acknowledges and agrees that, save for the Intellectual Property which is the property of the Depositor, the

Library shall own all property in and to any copies, translations, and surrogates produced by it or on its behalf of any Deposited Items.

11.3 [The Depositor shall keep the Library indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Library as a result of or in connection with any claim brought against the Library for actual or alleged infringement of a third party's intellectual property or other proprietary rights arising out of, or in connection with the Library's use or display of the Deposited Items in accordance with the terms of this Agreement.]

12. **Deposited Items – Consultation by Registered Users and Staff, Copying and Display**

12.1 The conditions under which the Deposited Items will be made available for consultation by members of the public or staff shall be in accordance with the normal practices of the Library for collections material owned by it and, more generally, with the normal practices as may be described in Part 4 of the Schedule. Any restrictions on access to any or all of the Deposited Items requested by the Depositor must be noted in Part 2 B of the Schedule to this Agreement and may be time limited.

12.2 The conditions under which copies (in any format) from the Deposited Items will be provided by the Library to members of the public or staff shall be in accordance with the normal practices of the Library for collections material owned by it and, more generally, with the normal practices as may be described in Part 4 of the Schedule.

12.3 The conditions under which the Deposited Items will be exhibited or otherwise displayed (by way of example only, to visiting groups or in workshops) at the premises of the Library shall be in accordance with normal practices of the Library for collections material owned by it and, more generally, with the normal practices as may be described in Part 4 of the Schedule.

12.4 The Deposited Items may not be loaned to any other organisations for exhibition, consultation or other purposes, except with the consent of the Depositor in which case such loan shall be deemed to be a temporary withdrawal of the relevant Deposited Items by the Depositor in accordance with Clause 4.

13. Freedom of Information

13.1 The Depositor acknowledges that the Library is subject to the requirements of the Freedom of Information (Scotland) Act 2002 (**FOISA**) and the Environmental Information (Scotland) Regulations 2004 (**EIS Regulations**) and shall assist and co-operate with the Library to enable the Library to comply with these disclosure requirements and to follow the advice and/or guidance issued by the Scottish Information Commissioner from time to time. However, in disclosing information, the Library undertakes to abide by the provisions of data protection legislation.

13.2 The Library shall be responsible for determining, at its absolute discretion, whether any Information (as that term is defined in the FOISA) is:

13.2.1 exempt from disclosure in accordance with the provisions of the FOISA or the EIS Regulations;

13.2.2 to be disclosed in response to a request for information, and in no event shall the Depositor respond directly to a request for information relating to the Deposited Items unless the Depositor is (a) a public body and subject to the provisions of FOISA and/or the EIS Regulations, or (b) expressly authorised to do so by the Library.

14. Personal Data

14.1 The Depositor warrants that, so far as it is aware, the information set out in the Data Protection Statement set out in Part 3 of the Schedule to this Agreement is true and accurate in all material respects. This warranty will be deemed to be repeated in respect of each and any subsequent Data Protection Statement completed by or on behalf of the Depositor.

14.2 In order to ensure compliance with data protection legislation, including the General Data Protection Regulation (**GDPR**) and the Data Protection Act 2018 (**DPA**) (each as may be varied, amended or replaced from time to time), records which contain special category personal data relating to living individuals will normally be closed to general public inspection. The parties acknowledge and agree that the closure period will be determined by the Library assuming a life span of 100 years for such individuals. Special category personal data is defined by the Library in accordance with the GDPR. It may include such material as information on a data subject's racial or ethnic origin, political opinions, religious or other beliefs, trade union membership, mental or physical health, sex life, offences either committed or allegedly committed or details of proceedings for offences. Where such

materials are contained within the Deposited Items, they must be identified by the Depositor at the point of deposit, and recorded in the relevant Data Protection Statement.

14.3 Deposited Items containing personal data are held by the Library on the understanding:

14.3.1 that the Depositor remains the Data Controller, that is the person or body which determines the purposes for which personal data is processed;

14.3.2 that notification to the Information Commissioner is maintained by the Depositor and that the Library is provided with details of the notification;

14.3.3 that the Library acts as the Data Processor, that is the body which processes the data on behalf of the Data Controller;

14.3.4 that processing in the context of the GDPR and DPA means obtaining, recording or holding information or carrying out the retrieval, consultation or use of information, on behalf of and with the consent of, the Data Controller;

14.3.5 that procedures relating to data subject access requests will follow normal Library processes;

14.3.6 that access to Deposited Items not falling into the category of special category personal data as defined by the GDPR, will be subject to the access conditions described in Clause 12.1 above;

14.3.7 that under the legislation, a reader may request access to closed parts of the Deposited Items. While permission for access to such material must be given by the Depositor as Data Controller, the Library as Data Processor will put in place procedures to regulate and administer such access requests.

15. Notices

15.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be sent by:

15.1.1 email (provided that such email is followed up by one of the methods set out in Clause 15.1.2) to the following email address:

(a) in the case of the Library: [insert email address],

(b) in the Case of the Depositor: [insert email address],

or such other email address as otherwise specified by the relevant party by notice in writing to the other party; or

15.1.2 pre-paid first-class post or recorded delivery or by commercial courier (requiring a signature on receipt) to the other party at the address given for that party above or such other address as otherwise specified by the relevant party by notice in writing to the other party.

15.2 Any notice or other communication shall be deemed to have been duly received:

15.2.1 if delivered by email in accordance with Clause 15.1.1, on the date a read receipt is received by the sender; or

15.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or

15.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

15.3 The Depositor shall notify the Library as soon as reasonably practicable of any change to its address and/or email address.

15.4 The Library shall have no liability or responsibility for any consequences which may arise under this Agreement or otherwise from a failure of the Depositor to notify the Library as required by Clause 15.3.

16. **Terms of Agreement**

16.1 The terms of this Agreement may only be varied by mutual consent expressed in writing between Depositor and the Library.

17. **General Provisions**

17.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, representations, writings and discussions between the parties whether written or oral in relation hereto and the parties hereby confirm that they have not entered into this Agreement in reliance of any representation, warranty or undertaking, written or oral, to whomsoever made, which is not set out or referred to in this Agreement.

17.2 If any of the provisions of this Agreement are or become invalid, or are ruled illegal by any court of competent jurisdiction, or are deemed unenforceable under then current applicable law from time to time in effect during the period

of this Agreement, it is the parties' intention that the remainder of this Agreement will not be affected thereby provided that the parties' rights under this Agreement are not materially altered. It is further the parties' intention that in lieu of each such provision which is held to be invalid, illegal or unenforceable, there will be substituted or added as part of this Agreement a valid, legal and enforceable provision which in effect will be as similar as possible to the effect of the original invalid, illegal or unenforceable provision.

- 17.3 No failure or delay by either party in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy nor will any single or partial exercise or waiver of any such right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 17.4 Neither party will hold itself out nor represent itself as an agent of the other party for any purpose nor pledge the other party's credit or give any condition or warranty or make any representation on the other party's behalf.
- 17.5 This Agreement shall be binding upon the Library and the Depositor and each party's heirs, executors, administrators, successors, transferees and/or assigns.

18. Governing Law

- 18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of Scotland. The parties agree that any dispute or claim arising under this Agreement or in connection with it will be decided in the Scottish Courts which will have the sole jurisdiction in any such matter.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding [14] pages, together with the Schedule, is executed as follows:

Signed for and on behalf of [Name of Depositor]

by..... Witness
Authorised Signatory

at..... Name

on..... Address

.....

Signed for and on behalf of The National Library of Scotland

National Library of Scotland Deposit Agreement

by..... Witness
Authorised Signatory

at..... Name

on..... Address

.....

This is the Schedule referred to in the foregoing Deposit Agreement between [Name of the Depositor] and The National Library of Scotland

PART 1
The Deposited Items

The Depositor has agreed to deposit the following item(s) with the Library in accordance with the terms of the foregoing Agreement:

Description of Deposited Item(s)	Date Deposited

Signed:.....
(the Depositor)

Date:.....

Signed:.....
(acknowledged for the National Library of Scotland)

Date:.....

Enter details of any additional items deposited during the Term:

Description of Deposited Item(s)	Date Deposited

Signed:..... Date:.....
(the Depositor)

Signed:..... Date:.....
(acknowledged for the National Library of Scotland)

PART 2

Intellectual Property Statement

A. Ownership and Rights

Intellectual Property may not be owned by the same person(s) who own(s) the tangible Deposited Item material. This Part 2A of the Schedule will assist the Library in determining who owns the Intellectual Property (e.g. copyright) in the Deposited Items.

The following definition of Intellectual Property may assist in the completion of this form:

Intellectual Property means any and all copyright, patents, rights to inventions, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property rights in any part of the world, now known or created in the future, in or related to the Deposited Items.

Declaration

1. I/We believe that any copyright or other Intellectual Property in all or some of the Deposited Items will have expired due to the age of the Deposited Items

- Yes
- No
- Don't know

Estimated age of deposited items:

Continued>

2a. I/We own all of the copyright and other Intellectual Property in the Deposited Items.

Yes

(If you are a joint owner, please provide the name and address of each of the other joint owners):

No

Not applicable

2b. I/We own the copyright and other Intellectual Property in the following Deposited Items

ONLY:

Not applicable

3a. Save as set out above, I/we have no knowledge of any persons who may have rights in the copyright or other Intellectual Property in the Deposited Items

Yes

Not applicable

Continued>

3b. For the Deposited Items in which I/we am/are not the owners of the copyright or other Intellectual Property Rights I/we have given to the Library details (including names and addresses with reference to relevant Deposited Items) of any person known to me/us who may own the copyright and other Intellectual Property in the Deposited Items as specified below:

Not applicable

4. I/We have granted the following licences in respect of the copyright or other Intellectual Property Rights in the Deposited Items (provide details including, for example, whether you have previously published or posted any of the Deposited Items on any publicly available website such as YouTube, Vimeo etc.):

Not applicable

5. I/We are able to grant the licence set out in Clause 11.2 of the foregoing Agreement

- Yes
- No
- Not applicable

Signed:..... Date:.....
(the Depositor)

Signed:..... Date:.....
(acknowledged for the National Library of Scotland)

B. Restrictions on Use

If the Depositor is the owner of the copyright and/or other Intellectual Property in the Deposited Items but wishes to impose restrictions on the uses for which the Library may use the Deposited Items (see Part 4 of the Schedule which sets out National Library of Scotland standard policy) these restrictions should be clearly set out below:

Signed:..... Date:.....
(the Depositor)

Signed:..... Date:.....
(acknowledged for the National Library of Scotland)

Note: Please ensure that these dates correspond to the relevant dates of deposit for the relevant items as set out in Part 1 of the Schedule

PART 3
Data Protection Statement

To comply with data protection legislation, please answer the following questions:

1. Do any of Deposited Items name or contain reference to (including pictures or moving images of) anyone that is still alive?

Yes Unknown, it is not practicable to know this No

2. Do you have permission from the persons named or referenced in the Deposited Items to deposit the material with the Library for the purposes set out in this Agreement?

Yes No

If you answered “Yes” to questions 1 and/or 2, please give details of the persons and evidence of their permission, if obtained, on a separate sheet attached to this Agreement.

3. Do any of the Deposited Items include any of the following personal data of persons alive? (tick all that apply)

- 3.1 Name and contact details (address, email address, and/or telephone numbers)
- 3.2 Age or date of birth
- 3.3 Racial or ethnic origin
- 3.4 Political opinions
- 3.5 Religious beliefs
- 3.6 Trade Union membership
- 3.7 Physical or mental health
- 3.8 Sexual life
- 3.9 Commission of offences or alleged offences

If you said “Yes” to any part of question 3, please give details of the nature and location of this information within the Deposited Items on a separate sheet attached to this Agreement.

Signed:..... Date:.....
(the Depositor)

Signed:..... Date:.....

(acknowledged for the National Library of Scotland)

Note: Please ensure that these dates correspond to the relevant dates of deposit for the relevant items as set out in Part 1 of the Schedule

PART 4

National Library of Scotland Normal Practices

Policy framework

The work of the National Library of Scotland is grounded in the National Library of Scotland Act 2012, which defines the Library as a national resource for reference, study, research and bibliography, having particular regard to Scotland.

While the context that we work within may change rapidly, the main purpose of the Library does not change radically from year to year - we collect information, knowledge and creative outputs; we preserve these collections for future use; and we make them accessible to people in order to stimulate research and creativity.

Key to delivering the Library mission and values is **widening access to knowledge** and it creates opportunities for everyone to learn and discover. The Library is committed to enabling people to make the best possible use of its collections, while ensuring that those collections are preserved for future generations. It aims to provide access to all its collections to all those who wish to use them.

The Library may place restrictions on access where the physical wellbeing of the original artefact will be put at risk, or for security reasons.

The Library has a legal responsibility to balance **freedom of information** to collections with the **protection of data** relating to living individuals. It operates within current legislation to meet these responsibilities. The legislative framework defines the limits within which the Library can acquire collections under conditions of restricted access, and the limits within which individuals may be permitted access to consult collections containing material relating to living persons. The Library operates within the laws relating to **copyright** and reproduction of material.

Access to information contained in the Library's collections is normally free at point of use for researchers. The Library charges for some additional services, and at times there is a legal requirement for it to recover costs in providing users with surrogates and reproductions of its collections.

Normal Practices

Material donated to or deposited in the National Library of Scotland is subject to the same conditions of use and consultation as materials with similar physical, security or descriptive needs in its collections. Methods of use and consultation change over time, subject to changes in technology, legislation, and the needs of users.

The key elements of the Library's normal practices are:

- Provision and publication of appropriate finding aids and catalogue data.

- Consultation and access by individuals and groups on Library premises.
- Authorised and/or licensed exhibition of originals and/or surrogates, as appropriate, outside Library premises.
- Reproduction of surrogates of original materials for private research by individuals, within copyright legislation.
- Digitisation of content and provision of remote access through Library websites and sub-licensed agents.
- Recovery of reproduction costs, and application of permissions fees for certain types of content use.
- Content licensing for publication, broadcast and related, both commercial and non-commercial.