

GIFT AGREEMENT

1. This deposit agreement is made between the Donor as defined in Schedule I (the Donor) AND SHROPSHIRE COUNTY COUNCIL acting by its County Archivist (the Council).

<u>SCHEDULE I</u>	<u>The Donor</u>
Name	
Address	
Post Code	
Tel. No./E.mail	
(Please see Terms of Agreement – Item 12 overleaf)	

2. This Gift Agreement relates to the donated items described in Schedule II

3. The Donor hereby confirms and warrants that the ownership in the items to be donated rests in the Donor unconditionally or subject to such limitations as are specified in Schedule III.

<u>SCHEDULE II</u>	<u>The Donated Items</u>

4. The Donor hereby donates the items described in Schedule II to the Council absolutely and insofar as the Donor is entitled so to do hereby transfers all copyright in the items to the Council unconditionally.

<u>SCHEDULE III</u>	<u>Ownership</u>

5. In consideration of the gift to the Council of the donated items the Council undertakes to comply with the conditions and stipulations set out overleaf entitled "Terms of Acceptance".

6. This gift agreement shall operate in law as a donation of the scheduled items to the Council subject to the terms and conditions referred to.

7. I hereby donate the scheduled items upon the terms and conditions set out above.

Signed:	I confirm acceptance on behalf of the Council
Witnessed:	
.....	Signed:
.....	County Archivist
Date:	Date:

TERMS OF ACCEPTANCE

General

1. Donated items shall for all purposes be deemed to be donated absolutely to the Council and held by them to be used by the Council in their absolute discretion subject only to the terms of these conditions, the general law and any special conditions agreed in writing under the signature of the County Archivist for the time being of the Council.
2. For the purpose of this agreement the Council shall act through its County Archivist with respect to any consent, notice, approval, requirement or any other action of the Council referred to under this agreement or through such other officer of the Council as may from time to time be determined and all notices and communications from the Donor to the Council under this agreement shall be addressed to that Officer.
3. All donated items may be examined, inspected, exhibited, loaned or used in any way in the absolute discretion of the Council with or without charge but the Council shall not be obliged to make items available for inspection or for any other purpose save as required by law and fragile or uncatalogued items will only be made available in the absolute discretion of the Council.
4. All donated items may be used, photographed, microfilmed, copied or published in the absolute discretion of the Council.
5. The Council shall store the donated items in such conditions as it sees fit in its absolute discretion and shall not be liable to the Donor or any person claiming through them in any circumstances for any loss or damage to the items from whatever cause howsoever arising.
6. The Council shall be at liberty to mark the records with any mark of reference of index.
7. The Council shall be at liberty to carry out any repair or conservation work as it shall in its absolute discretion determine and shall not be liable for any damage so caused.
8. The Council reserves the right to return items to Donors if such persons can be traced following reasonable enquiry or to dispose of the items in their absolute discretion.

Withdrawal

9. The Donor shall be allowed to remove, temporarily, donated items for up to three months in any period of twelve months. All endeavours will be made to meet such requests without delay but the Donor should wherever possible give prior warning to the Council and the Council shall not by virtue of this condition be responsible to produce any donated item earlier than 21 days following the receipt of written notice of withdrawal. The Donor shall pay to the Council any costs of insurance of the items during the period of withdrawal which the Council may obtain in its absolute discretion and the Donor shall take any reasonable precautions specified by the Council acting through its County Archivist.

Confidential Items

10. If requested by the Donor, donated items which are confidential will only be made available for public inspection research or other purposes with the agreement of the Donor during a period of 30 years from the date of creation of the donated item or such longer period as may be agreed by the Council.

Cataloguing

11. Catalogues or calendars of donated items prepared by the Council (if any) shall be supplied to Donors free of charge (2 copies) but otherwise shall be the property and the copyright of the Council and shall be made available to the public and others upon such terms as the Council may determine.

Meaning of Donor

12. The Donor shall mean the person, persons or body upon whose authority items are donated to the Council. The Donor shall supply to the Council their full name and address to which all communications may be sent and shall promptly inform the Council of any change in their address and shall if requested by the Council produce to the Council any evidence certificate or other documentation which will evidence their ownership of the donated items.
13. Where for any purpose arising under this agreement the Council wish to contact the Donor in connection with any donated item it shall be sufficient for the Council to write to the last notified address of the Donor.