

Record Group no.	
ACC no.	
RM no.	
Enquiry no.	
For office use only	

DATED \_\_\_\_\_ 20\_\_

## DEED - DEPOSIT OF RECORDS

BETWEEN

THE LIBRARIES BOARD OF SOUTH AUSTRALIA  
("Board")

- AND -

("Depositor")

**THIS DEED** is made on [ ]

**BETWEEN:**

**THE LIBRARIES BOARD OF SOUTH AUSTRALIA** a body corporate pursuant to the Libraries Act, 1982 of North Terrace, Adelaide, 5000, South Australia ( "**Board**")

**AND**

[ ] of [ ]  
( "**Depositor**")

## **BACKGROUND**

The Depositor wishes to deposit the records described in Item 1 of the Schedule to this Deed ("**Records**") with the State Library of South Australia ("**Library**"). The Board has agreed to accept custody of the Records on the terms and conditions contained in this Deed.

## **OPERATIVE PART**

### **1. CUSTODY OF RECORDS**

The Depositor agrees to deposit the Records into the permanent custody of the Board.

### **2. DEPOSITOR'S WARRANTIES**

The Depositor warrants that either:

2.1 it owns the Records and the copyright in the Records described in Item 2 of the Schedule and has not encumbered its title to the Records or that copyright;

or

2.2 has permission from the owner of the Records to deposit the Records into the permanent custody of the Board as contemplated by this Deed.

### **3. CARE OF THE RECORDS**

The Board will take all reasonable care of the Records but is not responsible for any loss or damage to the Records. The Records may be removed from the Library premises by the Board for repair, exhibition, storage or any other reason the Board may deem necessary.

### **4. ACCESS BY THE PUBLIC GENERALLY**

- 4.1 Subject to Clause 5, the Board may grant access to the Records to any person at the Library premises during those times and on such terms and conditions as the Board may determine from time to time.
- 4.2 Subject to Clause 5, the Board may make electronic copies of the Records described in Item 2 of the Schedule and grant access to those copies to any person in such manner and on such terms and conditions as the Board may determine from time to time.

### **5. RESTRICTIONS ON USE**

The Board agrees that in dealing with the Records it will comply with the terms and conditions of access, copying and publication specified in Items 3, 4 and 5 of the Schedule and any further schedules developed when Records subsequently deposited require different terms and conditions of access, copying and publication.

### **6. ACCESS BY THE DEPOSITOR**

- 6.1 The Depositor may access the Records at the Library premises during those times and upon those terms and conditions as the Board may determine from time to time for access to such materials by the public generally.
- 6.2 The Depositor may temporarily borrow the Records from the Library Premises for its own purposes with the prior written consent of the Board.

Any request by the Depositor to the Board for a temporary loan of the Records shall be made in writing specifying the purpose of the loan, the conditions

- 6.1 under which the Records will be held and the period for which the loan is required.
- 6.2 The Board may at its discretion refuse consent for the Depositor to borrow the Records if the purpose for the loan is inconsistent with the objectives of the Board for the permanent preservation of the Records.
- 6.3 If the Board grants its permission for the loan as requested, during the period of the loan the Depositor:
  - 6.3.1 shall be fully responsible for the preservation of the Records; and
  - 6.3.2 shall not part with possession of the Records.
- 6.4 At the expiry of the loan period the Depositor shall return the Records to the Library premises.
- 6.5 All costs associated with the loan of the Records to the Depositor in accordance with this clause 5 such as courier and packaging costs shall be borne entirely by the Depositor.

## **7. RETURN OF RECORDS**

- 7.1 If the Board decides that it no longer requires all or part of the Records it will notify the Depositor in writing and the Depositor may recover possession of the Records.
- 7.2 If:
  - 7.2.1 the Board fails to locate the Depositor or the Depositor's successor in title, by using reasonable efforts; or
  - 7.2.2 the Depositor fails to take possession of the Records within 1 month of receiving notice of the Board's decision,the Board will have the right to destroy or otherwise dispose of the Records or any part of the Records.

## **8. VESTING OF OWNERSHIP AND COPYRIGHT**

Where the Depositor is the owner of the Records at such time as the Depositor ceases to carry on business or a resolution or order is made for its winding up or dissolution, the parties agree that ownership of the Records vests in the

- 8.1 Board and any terms and conditions of access specified in Item 3 of the Schedule shall lapse.
- 8.2 At such time as the Depositor ceases to carry on business or a resolution or order is made for its winding up or dissolution, the parties agree that copyright in the Records described in Item 2 of the Schedule shall vest in the Board.

## **9. FUTURE DEPOSITS**

The Depositor agrees that the terms and conditions of this Deed will be binding in respect of all records which the Depositor may deposit into the custody of the Library at any time after the date of this Deed, except where subsequent records require different terms and conditions of access, copying or publication. In this event, these terms and conditions will be specified in an additional schedule signed by the donor and a person duly authorised to sign on behalf of the Libraries Board.

**EXECUTED AS A DEED**

**[THE COMMON SEAL** of [ ] )  
 )  
was hereunto affixed in the presence of: )

.....  
President/Secretary/Treasurer  
[Print Name: ]

.....  
Witness  
[Print Name: ]

**SIGNED** for and on behalf of **THE LIBRARIES** )  
 )  
**BOARD OF SOUTH AUSTRALIA** by ) .....  
 )  
[ ] being a person duly )  
 )  
authorised in that regard in the presence of: )

.....  
Witness  
[Print Name: ]

## **SCHEDULE**

- |        |   |
|--------|---|
| Item 1 | <b><u>The Records</u></b>                                       |
| Item 2 | <b><u>The Records in which the Depositor owns Copyright</u></b> |
| Item 3 | <b><u>Terms and Conditions of Access</u></b>                    |
| Item 4 | <b><u>Restrictions on Copying</u></b>                           |
| Item 5 | <b><u>Restrictions on Publication</u></b>                       |