

# Acquisition Agreement

1 Accession No:

2 Received from:

Name:  
*(the donor/depositor)*

Address:

Tel:

E-mail:

3 The Material, as described below:

4 Who is the maker of the Material?

5 Who is the copyright holder? (see 'Terms and Conditions' 3.1)

*(please tick)*

the donor/depositor

other  (provide details if available)

a combination of the above  (provide details if available)

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**6 What is the relationship of the donor/depositor to the Material if not the maker or copyright holder?**

(Please describe: e.g. friend/relative of the maker, employee of the organisation which made or held the Material, finder of the Material, etc.)

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**7 The Material is presented to The National Screen and Sound Archive of Wales [NSSAW] as** (please tick ONE box below):

***A DONATION***

outright gift of the Material and any copyright held by the donor

(see 'Terms and Conditions' 3.2)

***go to 7.1***

***A DEPOSIT***

long term loan of the Material

(see 'Terms and Conditions' 3.3)

***go to 7.2***

**If the Material is a Donation:**

**7.1** NSSAW requests that donors please sign the following declaration:

I hereby assign NSSAW, with full title guarantee, all copyright and other intellectual property rights I own in the Material.

Print name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**NOW PLEASE GO TO 9 (where another signature is required)**

**If the Material is a Deposit:**

**7.2 Use of the Material by NSSAW** (see 'Terms and Conditions' 6.1)

NSSAW may use copies of the Material non-commercially for the purposes of promoting public awareness of Wales's moving image heritage and of NSSAW's aims and activities. This includes making copies of the Material available to bona fide researchers on NSSAW premises.

**7.2.1 Use of the Material by Third Parties** (see 'Terms and Conditions' 6.2)

If you have confirmed that you hold copyright in all or some of the Material, please tick **one** statement from 'A' and **one** statement from 'B':

## A – Non-commercial access

### Statement A1

I hereby give NSSAW permission to allow any third party to use (outside NSSAW premises) the Material for bona-fide non-commercial purposes such as private study, non-commercial research and non-commercial educational use and non-commercial exhibition.

(please tick)

### Statement A2

My permission must be sought by any third party requesting use of the Material (outside NSSAW premises) for bona-fide non-commercial purposes such as private study, non-commercial research and non-commercial educational use and non-commercial exhibition.

(please tick)

## B – Commercial access

### Statement B1

I hereby give NSSAW permission to license any bona-fide third party to use copies of the Material for commercial purposes, allowing any income thus generated to be devoted to NSSAW's activities. This includes the incorporation of the Material in any film, programme, production or any other package for:

- theatrical exhibition
- transmission / broadcast
- placing on a website / online on the Internet
- distribution / exhibition in any other medium throughout the world

(please tick)

### Statement B2

My permission must be sought by any third party wishing to license copies of the Material for bona-fide commercial purposes. This includes the incorporation of the Material in any film, programme, production (e.g. video or DVD) or any other package for:

- theatrical exhibition
- transmission / broadcast
- placing on a website / online on the Internet
- distribution / exhibition in any other medium throughout the world

(please tick)

## 8 Special Conditions

Please note any particular wishes (not covered by 7.2.1 above) in relation to use of the Material:

**9 Next of Kin / Contact in lieu of the Donor/Depositor**

Name:

Address:

Tel:

E-mail:

It is hereby agreed that the terms and conditions of this Agreement are accepted by:

***For and on behalf of the Donor/Depositor***

***For and on behalf of NSSAW***

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

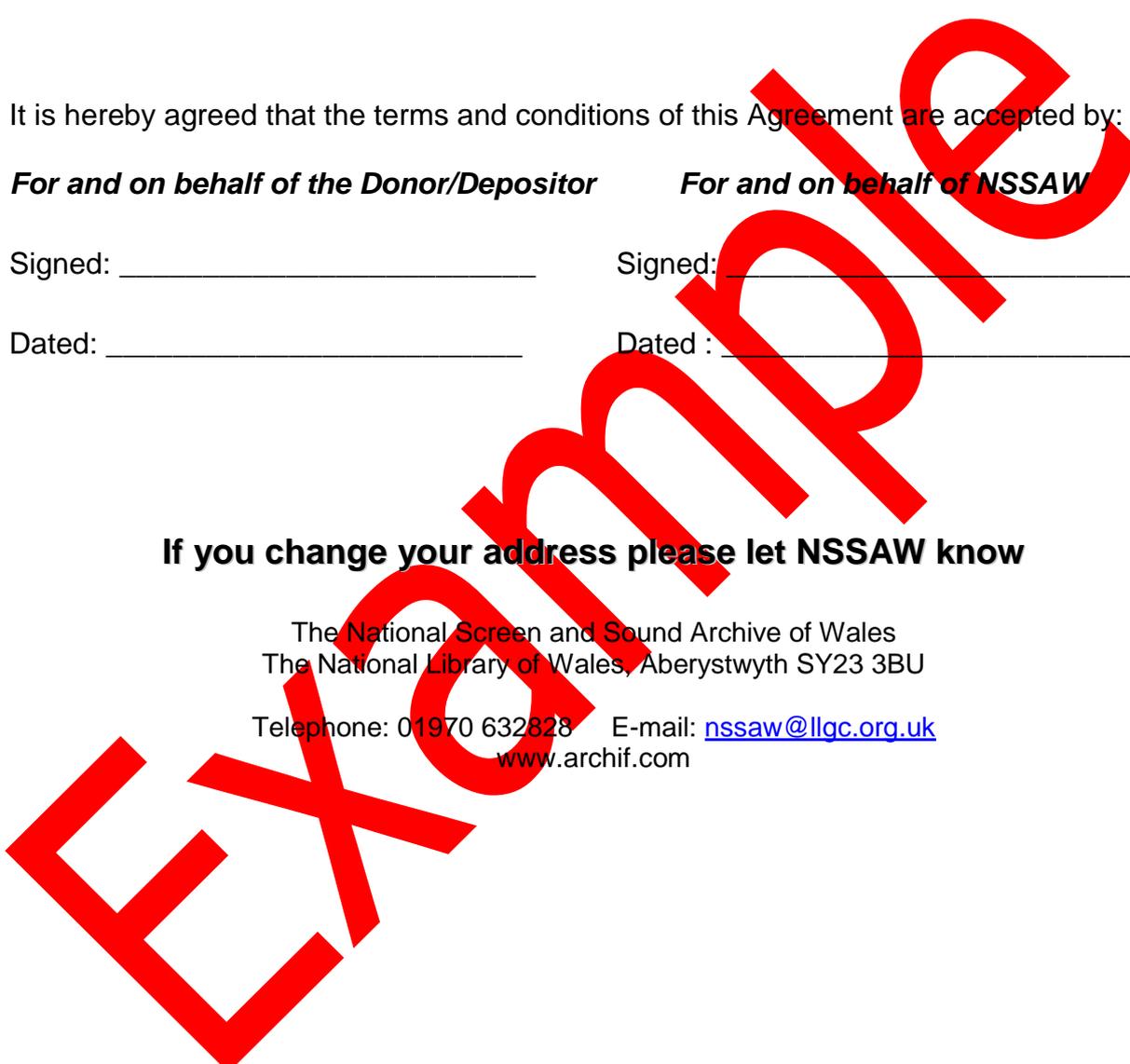
Dated: \_\_\_\_\_

Dated : \_\_\_\_\_

**If you change your address please let NSSAW know**

The National Screen and Sound Archive of Wales  
The National Library of Wales, Aberystwyth SY23 3BU

Telephone: 01970 632828 E-mail: [nssaw@lqgc.org.uk](mailto:nssaw@lqgc.org.uk)  
[www.archif.com](http://www.archif.com)



# TERMS AND CONDITIONS

## for donating and depositing moving image material

### 1 The Archive

The National Screen and Sound Archive of Wales at The National Library of Wales is a charitable, non-profit making organisation. Its key objectives include the preservation and promotion of Wales' unique heritage of moving images, which it achieves through the rescue and restoration, documentation and promotion of this immensely important part of Wales' cultural legacy. In practice this means

acquiring moving images which reflect aspects of Welsh life, society, industry and art (including filmmaking), from 1895 to the present day

preserving these images for the benefit of future generations

cataloguing the images in order to facilitate access to the collection

promoting the collection to a broad range of audiences and educational and other users, and making it widely accessible for public study and enjoyment.

NSSAW is a member of the UK Film Archive Forum, the organisation for the UK's public sector film archives, and FIAF, the international association of film archives. It subscribes to internationally recognised principles for the preservation and ethical use of the moving image material in its care.

### 2 The collection

NSSAW's moving image collection comprises thousands of films and videotapes. It covers a broad range of formats, types and genres. The non-fiction material, for example, includes newsreels and topical, tv and film documentaries, educational films, home movies and other amateur productions. Strongly represented subjects include agriculture, community and social life, cultural activity (e.g. eisteddfodau), family life, and tourism and leisure.

### 3 Acquisition

NSSAW has no purchase budget and is dependent on voluntary *donations* (gifts) or *deposits* (long-term loans) of film and video material for the development of its collection. Donors and depositors include film-makers and production companies, broadcasters, individual members of the public, groups, organisations and corporate bodies.

#### 3.1 Copyright

NSSAW observes and respects all copyright which exists in donated/deposited material, whether or not it is owned by the donor/depositor. Where the copyright status is uncertain staff will make every effort to research and clarify the situation. Usually,

copyright in feature films and other professional productions will be held by the production company, a distributor or broadcaster, or their successors. Copyright in material such as amateur film and home movies will in most cases be held by the filmmaker or member/s of his/her family. In the UK, copyright in moving images generally expires 70 years after the death of the filmmaker.

### **3.2 Donation**

A donation is an outright gift of the material to NSSAW, together with any copyright the donor may own in it. The donor assigns to NSSAW, with full title guarantee, all copyright and other intellectual property rights they may own in the material. NSSAW warmly encourages donations as this greatly eases the task of making the material accessible to users such as academic researchers and audiences ranging from community groups to television viewers.

With a donation, NSSAW acquires the right to store the material permanently and to copy it as deemed necessary for preservation, restoration and access (both non-profit and commercial (see **6, Access**), including online use).

NSSAW accepts donations of material from individuals and organisations who do not hold the copyright. In such cases the copyright status will always be recognised and appropriate permission sought for any third party or commercial use.

### **3.3 Deposit**

A deposit is a long term loan whereby the depositor retains ownership of the physical material deposited and any copyright they may hold in it. With a deposit, NSSAW acquires the right to store the material, to carry out any repair (see **4, Collection care**) and copying deemed necessary for its preservation, and to use the material non-commercially for the purposes of promoting public awareness of Wales's moving image heritage and of NSSAW's aims and activities.

Depositors who are copyright holders can choose the extent to which NSSAW may permit third party and commercial access to the material (see **7.2.1** of the Acquisition Agreement).

Depositors retain the right, in exceptional circumstances, to withdraw their material from NSSAW's care, temporarily or permanently (see **8, Withdrawal**).

## **4 Collection care**

When the material becomes part of the NSSAW collection it will be inspected, then cleaned and repaired as necessary. ('Repair' here means basic procedures such as mending broken splices and sprocket holes.) The material will be stored in an environmentally controlled vault, and may be copied (onto film, videotape or other appropriate medium) to safeguard the original and to enable permitted access. For copying onto film, specialist laboratories will be used. All copies of the material made by the Archive will be the property of NSSAW but may only be used under the terms of the Acquisition Agreement.

Donated/deposited items are considered 'originals' and will not be made publicly accessible.

NSSAW staff, having cleaned and repaired these items, will not alter or edit them in any way.

Any copies of the material made by NSSAW in pursuance of these activities shall be the physical property of the NSSAW but shall in all other respects be subject to the terms and conditions of the Acquisition Agreement.

## **5 Documentation**

NSSAW staff will catalogue the material, entering information on its provenance, physical/technical features and content, into a database. Information about the content of the material will be made publicly accessible online. To comply with the Data Protection Act, no sensitive data will be released to the public unless permission has been granted by the relevant parties. In particular circumstances, confidentiality or other conditions pertaining to the content of the material may apply, and NSSAW should be notified of these as the material (or relevant part thereof) may be made exempt under the Freedom of Information Act.

## **6 Access**

### **6.1 Use of the material by NSSAW**

NSSAW may itself (under its own jurisdiction) use copies of the material to promote public awareness of Wales's moving image heritage and of NSSAW's aims and activities. This includes making copies of the material available to bona fide researchers on NSSAW premises, screening the material (for example at community and touring film shows, and to school and student groups), and publishing still images from the material. Still and moving images from the material may be used to illustrate information (such as catalogues) and publicity material about NSSAW's holdings. Such information may be delivered through both traditional and electronic (online) methods. Information about the material's content will be recorded in NSSAW's publicly accessible online catalogue (see **5, Documentation**).

If the donor/depositor does not hold the copyright in the material, NSSAW will make every effort to contact the copyright holder before any use is made of the material for the above purposes.

### **6.2 Use of the material by third parties**

The material may also be of interest to third parties who may request to use it in commercial and non-commercial projects. An example of a commercial project would be a television production, where a producer is seeking archive footage to illustrate a documentary programme. An example of a non-commercial project would be a not-for-profit educational DVD, or a free or non-profit screening at a museum, gallery or community venue. This type of use greatly widens the accessibility of the collection and draws public attention to NSSAW's aims and objectives. However, NSSAW will only make a copy of the material available to third party users with the copyright owner's consent.

Depositors who are copyright holders can choose the extent to which NSSAW may permit third party access to the material (see 7.2.1 of the Acquisition Agreement).

NSSAW will charge commercial users of the material a fee to recover some of the costs of preservation and access provision. Some categories of non-commercial users may also be charged but at a reduced fee.

The owner of the copyright in the material may negotiate their own royalty fee directly with third party users if they so wish. This would be completely separate from the formal agreement between NSSAW and the user.

## **7 Copies for donors and depositors**

Viewing copies of donated/deposited material can be provided free of charge if requested, subject to the physical condition of the original material. There is always a waiting list for such copies, and if there is a large amount of material it may be necessary to prioritise, i.e. identify selected part/s for copying rather than the whole amount.

## **8 Withdrawal**

If a depositor wishes to withdraw the material permanently from the collection, NSSAW will, in exceptional circumstances, return the material. In consideration of public money spent on the storage and preservation of the material to be withdrawn, the depositor may be required to pay NSSAW a fee to cover some of the cost so incurred. In addition, NSSAW may make a copy or copies of the material for retention, and will require sufficient notice of withdrawal to enable such copies to be made. Any such copies of withdrawn material will be subject to the copyright conditions described above.

## **9 Disposal**

NSSAW may decide in time that it does not wish to retain some of the material donated or deposited under this Agreement. If this happens staff will contact the depositor to discuss alternative options, which may include sending the unwanted material to a more appropriate repository or returning it to the depositor.

The containers and packaging in which the material arrives at NSSAW (boxes, tins, cans etc) may either be disposed of or kept for display or reuse as appropriate. In all cases, relevant information which may appear on such packaging will be documented.