



RHODES UNIVERSITY
Where leaders learn

Grahamstown • 6140 • South Africa

CORY LIBRARY
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**RHODES UNIVERSITY (CORY LIBRARY)
DEPOSIT AGREEMENT**

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN THE PARTIES

**Rhodes University / Cory Library
(hereinafter “the University”) and**

(hereinafter “the Depositor”)

Depositor’s Address _____

Mobile phone _____ E-mail _____

WHEREAS the parties acknowledge that nothing in this deposit agreement can or will supersede the Constitution and statutes of the Republic of South Africa;

AND

WHEREAS Rhodes University through Cory Library collects and preserves certain books, archives, objects and artefacts to facilitate inter-disciplinary research;

WHEREAS the University (Cory Library) is committed to receive archives and related materials (deposits) that will diversify the collections of Cory Library;

WHEREAS the University has the professional staff and storage facilities to take care of deposited materials; and

WHEREAS, the University shall process the deposit into a collection as soon as possible and make it available for research,

AND

WHEREAS the Depositor has the legal right to loan or donate certain books, archives, objects and artefacts to the University;

WHEREAS, in case said certain archives and related materials may have come from another country, the laws and protocols of that country have been observed and complied with;

WHEREAS, the Depositor is prepared to hand over (loan or donate) materials described hereunder to the University, and

WHEREAS, the Depositor agrees that once the deposit has been processed as a collection it shall be open for research,

THEREFORE the parties agree as follows:

- 1) The Depositor asserts that he or she has the legal right to loan or donate the deposit listed or described elsewhere in this agreement or attached to it and indemnifies Rhodes University and holds it (the University) harmless against any claims, prejudice, damages, liability or costs that might emanate from any legal action in respect of the deposit.
- 2) The Depositor undertakes to hand over the archive and related materials (deposit) listed in Annexure A or itemized in the attached inventory to the University as a loan or as a donation.
- 3) If the deposit is handed over as a donation, title to the deposit is signed over to the University, and the University (Cory Library) shall therefore have discretion over it except for copyright that resides with the Depositor and /or with other copyright owners.

- 4) In the case of a loan, copyright in deposited materials shall reside with the Depositor and / or other owners that may own such copyright.
- 5) As far as possible the Depositor shall inform the University who the copyright owners are of materials in the deposit not owned by the Depositor.
- 6) If the deposit is handed over to the University as a loan for safe-keeping, the Depositor may have to contribute to the processing, maintenance and upkeep of the deposit.
- 7) The University undertakes to receive and inspect the deposit and process it into a distinct collection (which will, where apt, be placed in folders and boxed and labelled to indicate its identity, or, in the case of books, will placed them on shelves, retaining it as a collection if so requested) and house it in Cory Library.
- 8) A collection of books may not necessarily be processed as special collection, unless the Depositor specifically requires or requests this in writing.
- 9) The University shall be the custodian (in case of a loan) or owner (in case of a donation) of the deposit on a permanent basis, unless otherwise stated;
- 10) If and where the deposit materials might affect persons still living, it shall be treated as highly confidential for a period agreed upon and stipulated in Annexure B attached hereto. During this period the deposit (as a processed collection) shall however be open for academic research in such a manner and under such conditions that no living person shall be defamed or injured by the disclosure of its contents.
- 11) (i) The University undertakes to take care of the deposit in such a way as to guard it against theft and vandalism and also against deterioration through atmospheric conditions, acidic materials, insect infestation, and so on.
(ii) The University does not accept responsibility for any damage to the deposit through acts which are not due to the negligence of and / or intentional conduct by the University / Cory Library.
(iii) The Depositor may insure a deposit entrusted to the University.
- 12) (i) In the unlikely event of the University no longer wishing to be the owner or custodian of the deposit (now a collection), said collection shall be returned to the Depositor in the first instance, but if the Depositor cannot receive or wishes not to receive the deposit, efforts shall be made to place it with an apt institution or, with institutional governance authority, efforts shall be made to sell it or to discard it.
(ii) Should the Depositor wish to withdraw a loan (donations cannot be withdrawn), the Depositor shall give the University notice of not less than six (6) months of this intention. (iii) The

Depositor who wishes to withdraw a loan agrees to pay the University for the storage materials and a nominal administration fee.

13) The Depositor and representatives shall have reasonable access to a deposit after it had been processed into a collection.

It is agreed that the archives and related materials (deposit) named in 15) hereafter is deposited with the University as (check and sign):

(i) A donation – which becomes the property of the University () (ii)
A loan – for safekeeping and research ()

14) It is agreed that the Accession Number of the loan or donation to the University shall be:

15) It is agreed that the archive and related materials (deposit), processed as a collection, shall be known as:

AND THUS, to this agreement the parties initial pages 1-3 and the annexures, and append their signatures hereunder

Signed at _____ (place) on this ____ day of _____, _____

By the Depositor _____ (name) _____ (signature)

In the presence of

Witness _____ (name) _____ (signature)

and

On behalf of Rhodes University

By the Registrar _____ (name) _____ (signature)

In the presence of

Witness _____ (name) _____ (signature)

ANNEXURE A

The deposit to be known as _____ (name of collection)
and consisting of the following items (describe or itemize the deposit, then check and sign):

is entrusted to Rhodes University as a loan for safekeeping () or it
is given to / signed over to Rhodes as a donation ().

ANNEXURE B

If and where and in as far as the archive and related materials (deposit) in the above-named collection could affect persons still living they shall be treated as highly confidential for the period indicated hereunder by the Depositor and accepted by the University:

Depositor _____

University _____