

THIS AGREEMENT made this _____ day of _____, 200_

BETWEEN:

**ABC Presbyterian Church, Somewhere, Ontario
(“ABC Church”)**

- and -

**The Somewhere County Historical Archives
(the “Somewhere Archives”)**

IN CONSIDERATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, the parties agree as follows:

CLAUSE 1.0 DEFINITIONS

1.1 In this agreement:

- a) **“Archival Record”** means any record pertaining to ABC Church which has long-term legal, financial, administrative or historical value and has been deposited by ABC Church with the Somewhere Archives.
- b) **“Deposit”** means the placing of an Archival Record in the custody of the Somewhere Archives.
- c) **“Open Access Record”** means an Archival Record which can be made available to a Researcher through the Somewhere Archives’ Reference Services.
- d) **“Record”** has the same meaning as in section 2 of the National Archives of Canada Act, R.S., 1985, C.1 (3rd SUPP), which is, any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics, and any copy thereof.
- e) **“Reference Services”** means the facility and services that enable a Researcher to view Archival Records in the Somewhere Archives’ custody.
- f) **“Researcher”** means any person requesting access to view an Archival Record in order to do research.
- g) **“Restricted Access Record”** means an Archival Record which will not be made available to a Researcher. Access to an Archival Record identified or marked as a Restricted Access Record will be granted through the Somewhere Archives’ Reference Services only if and when the Researcher provides the Somewhere Archives with written permission from the designated representative of ABC Church.

CLAUSE 2.0 TERM OF THE CONTRACT

- 2.1 Term The term of this Agreement shall be for the period commencing on the _____ and ending on the 31st day of December, 2006. This Agreement shall automatically renew for subsequent five-year terms unless prior to the end of any preceding term one of the parties serves notice in writing on the other that it is not to be renewed.

CLAUSE 3.0 DEPOSIT

- 3.1 Deposit ABC Church may deposit its Archival Records with the Somewhere Archives.
- 3.2 Ownership The Archival Records shall remain the property of ABC Church. ABC Church shall retain ownership, control, and copyright of the Archival Records.
- 3.3 Temporary Custody If under special circumstances ABC Church requires temporary custody of any Archival Record, the Somewhere Archives will give ABC Church temporary custody of that Archival Record and permit its removal from the Somewhere Archives upon ABC Church giving the Somewhere Archives ten days written notice. ABC Church will not alter, substitute or change the Archival Record while it is in the temporary custody ABC Church.
- 3.4 Return of Custody When ABC Church obtains temporary custody of an Archival Record, it shall return that Archival Record to the custody of the Somewhere Archives within 30 days or such longer period as agreed upon by ABC Church and the Somewhere Archives.
- 3.5 Permanent Custody ABC Church may obtain the permanent custody of all its Archival Records from the Somewhere Archives after giving the Somewhere Archives not less than 30 days written notice.

CLAUSE 4.0 STORAGE AND PRESERVATION

- 4.1 Storage Requirements The Somewhere Archives will provide storage facilities for the Archival Records that meet the following requirements:
- a). a stable temperature of 20 degrees Celsius (+/- 3 degrees)
 - b). a stable relative humidity of 45% (+/- 5%)
 - c). has policies in place to be secure against theft
 - d). has policies and necessary equipment in place to be secure against fire and water damage
 - e). is secure against mould and insects
 - f). storage away from direct sun-light

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| 4.2 Care of Archival Records | The Somewhere Archives will keep the Archival Records in good and proper order, exercising the same care in respect to the Archival Records as it does other similar records in its holdings, and having regard to their age and condition at the time of their deposit with the Somewhere Archives. |
| 4.3 Arrangement and Description | The Somewhere Archives will arrange and describe the Archival Records in accordance with generally accepted Canadian archival standards, ensuring that the provenance and original order of the Archival Records is maintained. |
| 4.4 Removal of Archival Records | The Somewhere Archives may not move or remove any Archival Records from the Somewhere Archives without the written permission of the designated representative of ABC Church. |
| 4.5 Damage and Repair to Archival Records | When the Somewhere Archives determines that an Archival Record in their custody is damaged and requires specific or specialized conservation treatment, the Somewhere Archives will advise ABC Church of this fact, and at the discretion and expense of ABC Church, the Somewhere Archives will provide for the specific or specialized conservation treatment to repair the damage. |

CLAUSE 5.0 ACCESS

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| 5.1 Restricted Access Archival Records | <p>Identification – In accordance with section G-3.1.1 of the Book of Forms of The Presbyterian Church in Canada, ABC Church shall determine those Archival Records that it wants identified as Restricted Access Records and will provide written notice of these decisions to the Somewhere Archives. The Somewhere Archives is responsible for appropriately identifying and marking these Archival Records.</p> <p>The Somewhere Archives will not allow access to any Archival Record marked or otherwise identified as a Restricted Access Record, unless specific written consent is given by the designated representative of ABC Church.</p> |
| 5.2 Open Access Records | <p>Identification – Archival Records that are not identified as Restricted Access Records as stated above in section 5.1, shall be identified as Open Access Records. The Somewhere Archives is responsible for appropriately identifying and marking these Archival Records.</p> <p>Access – By definition, Archival Records marked or otherwise identified as Open Access Records do not require any further access permissions from ABC Church.</p> |

CLAUSE 6.0 COPYING AND USE

- 6.1 Reference Services The Somewhere Archives will provide Researchers with access to those Archival Records deposited in the Somewhere Archives which have been designated as **Open Access Records**. The Somewhere Archives will also provide Researchers with access to those Archival Records deposited in the Somewhere Archives which have been designated as **Restricted Access Records** upon written authorization from the designated representative of ABC Church.
- 6.2 Open Access Records The Somewhere Archives may make a copy of any Archival Record that is designated as an **Open Access Record** for research and private study, in accordance with Sections 29 and 30 of the Copyright Act (Canada) without obtaining additional permission from ABC Church.
- 6.3 Restricted Access Records The Somewhere Archives may only copy an Archival Record that is marked or otherwise identified as being a **Restricted Access Record** for research or private study, in accordance with Sections 29 and 30 of the Copyright Act (Canada), with prior written permission from the designated representative of ABC Church.
- 6.4 Commercial Use ABC Church retains the right to prohibit the use of any Archival Record by a Researcher for commercial use. The Researcher must provide the Somewhere Archives with written permission from the designated representative of ABC Church before the Somewhere Archives will permit any commercial use of an Archival Record.
- 6.5 Publishing and/or Exhibiting Archival Records The Somewhere Archives will not publish, or display within a public exhibition, any Archival Record without the written permission of the designated representative of ABC Church.

CLAUSE 7.0 DESIGNATED REPRESENTATIVE

- 7.1 Designation ABC Church designates the Clerk of Session of ABC Church as their representative for the purposes of administering this Agreement.

CLAUSE 8.0 TERMINATION

- 8.1 Termination Either party may terminate this Agreement by giving the other party at least six months prior written notice of this termination. Upon termination, the Archival Records of ABC Church shall be forthwith returned to ABC Church at the cost of ABC Church.

