

THIS AGREEMENT is made on the _____ 2008 , between _____ and _____

The **Irish Film Archive** (“IFA”) being part of the **Irish Film Institute** (“IFI”) having its registered offices at 6 Eustace Street, Dublin 2

WHEREAS

- A. The Archive is desirous of building up in Ireland a collection of films and related material, which is of lasting artistic, historic or scientific value and to preserve it for the benefit of students and researchers.
- B. The Archive has special facilities for the preservation of films and related and associated material and while achieving the above objective also wishes the Depositor to derive advantage from these facilities.
- C. The Depositor has agreed to permanently place **the Deposited Material** (described in the appendix) for preservation by the Archive and private study on the Archive’s premises by the public and other interested bodies.

IT IS AGREED AS FOLLOWS

- 1. Subject to the foregoing and to the provisions of the clauses hereunder, the IFA confirms and undertakes that the Deposited Material shall at all times be held by the IFA and used only for purposes consistent with and in furtherance of the IFA’s mission statement (i.e. The Irish Film Archive preserves and makes permanently accessible Ireland's audio-visual heritage).
- 2. The Archive shall preserve the Deposited Material on the Archive’s premises and shall provide facilities for study of the Deposited Material on such premises by bona fide students or other members of the public engaged in research and private study.
- 3. The IFA shall examine the Deposited Material in its entirety, in order to list all the items contained therein. A copy of this list will be forwarded

to the Depositor. The Archive may make copies of the Deposited Material if it considers such copies necessary for the preservation and study of the Deposited Material. All such copies shall be held by the Archive on the terms and conditions of this agreement except that the Depositor shall not be entitled to withdraw such copies from the Archive as specified in clause 6.

4. The Depositor understands and accepts that any of the material deposited with the Archive under the terms of this agreement may be designated by the Archive as preservation master material. Preservation master material is held by the Archive for preservation and copying only. Access for any other purpose is prohibited except in exceptional circumstances.
5. The IFA shall use all reasonable endeavours to permanently preserve and safeguard the Deposited Material in its entirety, but in the event that it should, in the IFA's opinion be necessary or desirable to dispose of any of the Deposited Material, the IFA will first offer to return the same to the Depositor or Depositor's designates, provided that the IFA has been notified of the identity and whereabouts of the same. Or the Irish Film Archive may with the consent of the Depositor transfer them to a more appropriate place of deposit.
6. The Archive shall at all times use its reasonable endeavours to preserve the Deposited Material. In the event that the Deposited Material is lost, stolen or damaged the Archive's only liability (if any) shall be to pay to the Depositor the replacement stock cost of the lost or damaged deposited material by duplication from existing materials., if such materials are available. Subject to the above, the Archive hereby excludes all liability for any loss or injury direct or indirect to the deposited material howsoever arising and whether or not caused by the negligence of the Archive or its employees or agents.
7. The Depositor hereby acknowledges that where preservation and copyright considerations allow the Deposited Material may be used for research, educational use, public performance or display. Where copyright considerations allow, The Irish Film Archive may make available the Deposited Material (or any Part) to a third party for the purposes of making a copy for incorporation in any film television programme, video production or other media for theatrical exhibition, television transmission, commercial use or distribution/exhibition in any

and all media throughout the world. Such consent will be given without prejudice to the rights of the copyright owner of the Deposited Material or the rights of any performers or other contributors to the Deposited Material. The third party wishing to use the material shall be responsible for obtaining the consent of the copyright holder and any performers or other contributors to it (where applicable). The Archive will endeavour to provide comprehensive and up to date information regarding copyright ownership (where such information is known) to third party users. Third party users will be advised they must secure authorisation for any proposed usage of material prior to its release by the Archive for such usage but the Archive shall not be liable to the Depositor or any third party if the same is not in fact obtained.

8. If the Depositor finds it imperative to withdraw Deposited Material from the Archive, the Archive will return such material to the Depositor, it being understood that such withdrawal will only be made in exceptional circumstances. In consideration of the money spent on the preservation of the Deposited Material the Depositor shall pay to the Archive, prior to the return of the Deposited Material, a contribution toward the cost of storing the Material. Prior to the removal of the Deposited Material the Archive may (at its own expense) make a copy of the Deposited Material for retention by the Archive. The Archive will continue to make such copies accessible to the public, subject to the conditions and limitations set out above but will remain the physical owner of these copies.

9. The Irish Film Archive may charge access fees for the provision of access to the Deposited Material or part of it by third parties. Any monies made from this activity are reinvested in the preservation of the collection, as the Irish Film Archive is a non-profit making organisation and a registered charity.

As WITNESS the hands of the parties hereto the day, month and year before written I have read, understand and fully accept the above

SIGNED (Depositor) _____ Date _____

SIGNED (For the IFA) _____ Date _____

Definitions

In this agreement unless the context otherwise requires:

- **'Film'** shall mean any record of a sequence of visual images, (however made) which is a record capable of being shown as a moving picture including, without limitation, feature films, television programmes, video-tapes, videocassettes and videodiscs, CD-I, CD-ROM or other moving image carriers whether digital, optical, mechanical or electrical, containing visual or audio visual material now existing or yet to be created.
- **'Deposited Material'** shall mean any film or negative or print or copy thereof or any part thereof deposited with the Archive under the terms of this agreement. Or where the deposited material is not film shall mean other related material as defined in the appendix annexed hereto.

Ownership of the Deposited Material

Please tick as appropriate:

- The Depositor acknowledges and confirms that he/she/it is the owner of the physical material **YES** _____ / **NO** _____
- If the Depositor is *not* the owner of the physical material please indicate here depositor's relationship to the material and/or details relating to the owner of the material.

SIGNED (Depositor) _____ Date _____

APPENDIX 1

1. Films in which the depositor holds copyright:

List film titles or describe the collection

eg [John Smith collection] – ten 16mm reels

Please tick as appropriate:

- The Depositor acknowledges and confirms that he/she/it is the owner of copyright in the material **YES** _____ / **NO** _____

I hereby declare that I am the copyright holder in the deposited material

Signed _____ Date _____

- Where the Depositor owns copyright he/she/it wishes to:
either RETAIN copyright ownership **YES** _____
or TRANSFER copyright to IFA **YES** _____

Where the Depositor owns copyright, he/she may wish to designate other person/s who may, in the absence of the depositor fulfil the following functions in relation to the deposited material:

- Represent the interests of the Depositor in negotiations with the Archive.
- Consider requests for use of material by a third party
- Authorise or veto requests for use of material by a third party
- Negotiate fees (e.g. royalty fees) for use of material by a third party

Designee/s

Name _____ Name _____

Address _____ Address _____

Phone _____ Phone _____

Appendix 2

Films in which copyright is not owned by the depositor, but by a third party.

Please provide details (if known) for materials in which you do not hold copyright.

Copyright details (if known) for films in which the donor does not hold copyright

Film Title: _____

© holder Name: _____

Address: _____

Phone # _____

E-mail _____

Film Title: _____

© holder Name: _____

Address: _____

Phone # _____

E-mail _____

APPENDIX 3 to Deposit Agreement

(To be filled out by Irish Film Archive staff)

MATERIAL TO BE DEPOSITED WITH THE IRISH FILM ARCHIVE

Date received by Archive

Depositor

Address

Phone

Email

Description of material:

Notes (extra information)

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Signed on behalf of the Archive

Date