**DONATION AGREEMENT FORM** Number:

Donation Agreement between **Northern Ballet Limited (charity registration no. 259140)** and

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The Donor agrees to gift Northern Ballet the following material:

*Please give brief description of material, including format (physical and digital), extent and dates where known.*

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*Please include brief history of item(s) where known.*

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Permissions:

Can item(s) be copied or photographed? Yes/No

Can item(s) be displayed during exhibitions? Yes/No

Can item(s) be loaned to another party for display under a written loans agreement? Yes/No

Can item(s) be published as a digital image on the internet? Yes/No

**I have signed below to show my formal agreement of the above terms and conditions**

**Donor:**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**On behalf of Northern Ballet:**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms**

**1. This material is a donation to Northern Ballet**

Once the material has been deposited and this agreement has been signed it becomes the property of Northern Ballet.

In the future some of the Northern Ballet Archive will be transferred to Leeds University Library Special Collections (LULSC) for long term preservation. In this instance, LULSC will become the custodian of the material.

**2. Value of material**

If specific items within this donation are deemed not to be of archival value after acquisition, they may be offered to other Northern Ballet departments, such as the Academy where they will be used to enhance students’ learning. The donor will be contacted to advise on the return or rehousing of the material.

# 3. Copyright

Copyright pertaining to any material within the donation is retained by the creator of the material (which may not be the owner or donor). Requests for the reproduction of copyrighted material will be forwarded to the copyright owner in accordance with the relevant legislation.

**4. Confidentiality and Data Protection**

The archival content of the collection will be assessed in view of confidentiality and EU General Data Protection Regulation (GDPR), 2018.

**5. Access**

Information within the material may be made available to researchers by the Northern Ballet Archive Manager. Some materials are subject to access restrictions to comply with legislation, such as the EU General Data Protection Regulation (GDPR, 2018).

Material transferred to LULSC will be made available, under the guidance of archive staff and subject to restrictions, to public researchers in Leeds University Library.

**Statement of Intent**

In the unlikely event of a change to Northern Ballet governance or closure:

* We will give priority to transferring items, preferably by gift, to accredited archives, libraries or museums.
* We will consider donating items to other public institutions if it is not possible for another archive to accept them.
* Wherever possible we will not transfer items out of the public domain.
* Any consideration as to disposal of any of the above items will take into account all legal requirements and follow due diligence procedures.
* We will ensure that public trust is upheld.