

GENERAL STANDARDS FOR THE
PREPARATION OF ARCHAEOLOGICAL
ARCHIVES DEPOSITED WITH THE
MUSEUM OF LONDON

SUPPLEMENT

First published in 1999 by
Museum of London
London Wall
London EC2Y 5HN

@ Museum of London 1999

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted in any form by any means, mechanical, electronic, photocopying or otherwise, without the prior permission of the publisher.

3 LEGAL ISSUES

Overview

No archives may be transferred to the Museum without the appropriate legal documentation. Several national standards give general guidance on the issues that are likely to be raised (SMA 1995, 14- 19 (Guidelines 4-5); MGC 1992, 13 (Standard 1.2) and 15 (Standard 2. 1)), but the procedures and documents described here are specific to the Museum of London. They embody, on the one hand, much of our existing practice in respect to acquisition and rights management, and, on the other, new requirements arising from the particular problems of managing archaeological archives.

There is an essential distinction to be drawn between:

- Ownership of the physical elements of the archive, including the finds, 'ecofacts' and paper upon which the site records are written
- Ownership of the intellectual elements, including copyright and 'moral rights'

Each archive transfer must therefore be accompanied by at least two documents:

- **Either** a transfer of title agreement or a deposit agreement (to deal with issues of physical ownership); and
- **Either** a deed of assignment of intellectual property rights or a licence agreement (to cover the intellectual property elements)

The following chapter reflects this and is similarly arranged in two sections:

- Transferring physical ownership of the archive (3. 1)
- Copyright (3.2)

For a simple, step-by-step guide to the process of depositing archives, please refer to our separate leaflet, *Procedure for the archiving of PPG1 6-related archaeological projects with the Museum of London*. For a short checklist of the various legal documents that must be completed, please refer to the second part of the Archaeological Archive Deposition Form (Appendix 10; MOLAA 1/00).

Acknowledgements

The chapter was drafted principally by Francis Grew, with substantial help from Sasha Smith on the form of the deposit agreement. For comments on the draft documents, I am grateful to Cath Maloney, Hedley Swain, John Shepherd and Alan Thompson (Museum of London); Laura Schaaf (Museum of London Archaeology Service); Jez Reeve (Greater London Archaeology Advisory Service); Peter Hinton (Institute of Field Archaeologists); Nicky Scott (Oxford Archaeological Unit); Frank Meddens (Pre-Construct Archaeology Ltd). The Museum is advised on all legal matters relating to archaeological archives by Manches Solicitors.

Francis Grew, November 1999

3.1 Transferring physical ownership of the archive

Unless there are exceptional reasons for not doing so, we ask that full title to the entire archive - both finds and records - be transferred to the Museum of London. This accords with the Museums and Galleries Commission's directive that a museum 'must ensure that it secures legal title to items it acquires' (MGC 1992, 13) and with the general policy in museums in England no longer to accept material on long-term or indefinite loan. This policy follows inexorably from the difficulties that museums have faced in the past in managing collections to which they have no title - not least with respect to justifying public expenditure on the storage and conservation of material that is not legally in public ownership.

In exceptional circumstances the Museum of London is prepared to accept archives on deposit (see Section 3.1.2 for standard terms and conditions). This is a special form of agreement that enables an owner who does not wish to transfer ownership outright to the Museum, nevertheless to place it in the public domain and ensure its long-term preservation. Before accepting material in this way, the Board of Governors of the Museum will, however, require assurance that the public benefits of donation have been fully explained to the current owner (GLAAS 1998c, Section 8. 1) and that there are compelling reasons for the current owner to retain title in this instance.

This section is arranged as follows:

- 3.1.1 Transferring title (donation)
 - 3.1.1.1 *Establishing ownership of (title to) the archive*
 - 3.1.1.2 *Integrity of the archive*
 - 3.1.1.3 *Disposal of material from archives that have been donated*
- 3.1.2 Placing archives on deposit with the Museum of London
 - 3.1.2.1 *General conditions*
 - 3.1.2.2 *Insurance*
 - 3.1.2.3 *Conservation*
 - 3.1.2.4 *Temporary withdrawal of items by the depositor*
 - 3.1.2.5 *Loans to third parties*
 - 3.1.2.6 *Transfer to the Museum of title to items that have been deposited in cases of default*
 - 3.1.2.7 *Consideration and fees*
 - 3.1.2.8 *Termination of the deposit agreement*

3.1.1 Transferring title ('donation')

Transfer of title to an archive must be recorded on the Museum's standard **Deed of Transfer** (Appendices 11, 12; forms MOLAA 2/00, 3/00). There must also be an appropriate **Archive Checklist** (Appendices 16-2 1; forms MOLAA 7 / 00-12 / 00) and a **Final Transfer Summary** (Appendix 22; form MOLAA 13/00), to summarise the entire contents of the archive - both 'finds' and records - that is being transferred.

3.1.1.1 *Establishing ownership of ('title to) the archive*

It is the responsibility of the person(s) placing an archive with the Museum of London to ascertain the identity of the ultimate owner(s) of it, and to endeavour to obtain their unconditional consent to the transfer of title in it to the Museum of London (IFA 1996c, 3.6.8). In many cases it may be more convenient to do this before the fieldwork starts.

The Deed of Transfer (Appendices 11-12; forms MOLAA 2/00-3/00) enables owners to transfer to the Museum material that **will** be found (in addition to material that has already been found), and we encourage them to take this course whenever possible.

It should be noted that:

- The owner(s) of the finds will rarely be the same individuals or organisations as the owner(s) of the site records. The former will normally be the owner(s) of the freehold title to the land upon which the site was located (though the position can be complicated by leasehold interests), whereas the latter will generally be the field unit that generated the records.

The main exception to the rights of freehold owners (and, possibly, leaseholders) is the doctrine of treasure trove. Briefly, the doctrine provides that any gold or silver found before 24 September 1997 which has been deliberately hidden with the intention of recovery belongs to the Crown. The Treasure Act 1996 applies to treasure found after 24 September 1997, and extends the definition of treasure and removes the need to show that the treasure was hidden with the intention of recovery. The Act applies to archaeological finds no less than to chance finds or metal detector finds. Finders are required to report all finds of treasure to the coroner for the district in which they made their finds not later than 14 days after the making of the finds or - if it is not immediately obvious that the find constitutes treasure - not later than 14 days after the find has been recognised as possibly constituting treasure. Further information, including a list of coroners, is available in *The Treasure Act 1996: code of practice* (DNH 1997), while *A guide for local museum curators and local government archaeologists* (DCMS 1998) summarises the procedure in relation to archaeological investigations.

- The Museum of London insists upon the Deed of Transfer being signed by the owner(s) of all of the contents of the archive themselves unless an agent of the owner(s) or the person placing the archive with the Museum on behalf of the owner(s) signs on their behalf under a valid power of attorney. This is to ensure that the person signing a Deed of Transfer is the person actually in a position to transfer ownership and give good title to the archive to the Museum.

The Society of Museum Archaeologists has suggested that, in the event of owners failing to respond to attempts to contact them about what may be done with an archive, material may be placed on 'reviewable status' with a museum, and that, in consequence, ownership of the archive might pass to the museum after expiry of a limitation period' of six years (SMA 1995, 17). **The Museum of London has chosen not to adopt the SMA's 'reviewable status' procedure** where an owner proves to be difficult to trace; it requires that a Deed of Transfer be entered into transferring ownership of an archive to it outright on or before its physical delivery to the Museum, and will not accept an archive on terms requiring it to consult owners after delivery.

3.1.1.2 Integrity of the archive

The Museum of London is concerned to implement rigorously the Museums and Galleries Commission's stipulation that 'all parties must have regard for the principle of the integrity of the whole archive' (MGC 1992, 15 (Standard 2. 1); see also GLAAS 1998c, Section 8.2). We are unable to accept the field records for a site in isolation from the finds, or vice versa. Nor can we accept an archive from which some of the finds have been removed for deposition in another archive repository or museum.

On the other hand, in accordance with our wish to place archaeological finds on public display whenever possible, and to make them widely available for research and study, we welcome requests for loans of material from archives that have been donated. Requests for such loans - by local museums, for instance, academic institutions, developers or landowners - should be addressed to the Museum's Registrar; each will be treated carefully and sympathetically on its merits.

3.1.1.3 Disposal of material from archives that have been donated

Since it is a key function of a museum to acquire material and preserve it for posterity, there is a strong presumption against disposal (see, for instance, MGC 1996, 32), but, for its own protection, the Museum reserves the right to dispose of items donated to it. This process is regulated by powers delegated to the Board by the Museum of London Act (1965, Section 5.2; see also the Museum's Collecting Policy statement, which is available on request); and by national standards, the most relevant at the present time being the Society of Museum Archaeologists', *Selection, retention and dispersal of archaeological collections: guidelines for use in England, Wales and Northern Ireland* (SMA 199 5). To obviate the need for disposal - at least in the short term - person(s) depositing an archive are asked to pay particular attention to Weeding those comprising documents and to observing the recommendations made in this document, especially with respect to finds collection (Section 2.2. 1) and environmental sampling (Sections 2.4.3 - 2.4.7).

3.1.2 Placing archives on deposit with the Museum of London

As stated above, in exceptional circumstances the Museum is prepared to accept archives on deposit. Deposits must be recorded on the Museum's standard **Deposit Agreement** form (Appendix 13; form MOLAA 4/00), and there must also be an appropriate **Archive Checklist (Appendices 16-2 1; forms MOLAA 7 / 00-12 / 00)** and a **Final Transfer Summary** (Appendix 22; form MOLAA 13/00), summarising the entire contents of the archive, both Finds and records.

The following paragraphs give guidance on most of the key provisions in the Deposit Agreement, but the statements made above about the integrity of the archive (Section 3.1.1.2) and the need to establish ownership (3. 1. 1. 1) are also of relevance here. In the latter case, it is as important to establish that a depositor has the right to deposit an archive with the Museum of London as it is to establish that the true owner of an archive transfers title to it.

3.1.2.1 General conditions (Agreement recital (b) and clause 3)

The Board undertakes only to accommodate the items and, at its discretion, to display them. They will be treated as if they were part of the Museum's own collections. Display may be for extended periods in the main galleries or for short periods in special exhibitions. The Museum's rights to use the material freely, for research and publication purposes, are covered separately in the Licence Agreement that is described below (Section 3.2.6).

If the items are in store, access will be afforded to scholars and interested persons on the normal basis for similar classes of material. This requires prior application for an appointment and is subject to the Museum having staff to supervise the access. Owners wishing to see objects they have deposited must expect to be treated in a similar way.

3.1.2.2 Insurance'

The Museum does not automatically insure its own collections and does not insure collections owned by third parties. Where archive owners require insurance, therefore, this must be arranged by the owner.

3.1.2.3 Conservation (Agreement clause 3.4)

It is not normal practice to conserve all items within an archaeological archive. Therefore, the Museum will only undertake conservation at its own discretion, without further consultation with the owner. This is contrary to normal Museum practice for loans of items which are deposited for a limited length of time and in relation to which no conservation is undertaken. The rule applies because the objects in an archive are to be deposited indefinitely, rather than lent, and so will be treated in the same way as our own collections.

3.1.2.4 Temporary withdrawal of items by the depositor (Agreement clause 5)

Owners may request the temporary return of items, if essential, but such requests should not normally be made more than once in each calendar year and will be granted at the Museum's discretion.

3.1.2.5 Loans to third parties

If the Museum receives a request from a third party for a loan of an item that has been deposited, we shall handle the arrangements on behalf of the owner, following the Museum's normal conditions of loan. The Board of Governors of the Museum believes that items should only be lent to public exhibitions and events which the Museum can recommend. Before approving a loan from its own collections, the Museum needs to be sure that there are adequate arrangements for conservation and security, a clear educational or cultural purpose, and that the loan will not take up too much staff time. The Museum will not approach the owner for permission but will exercise its own judgement in assessing loan requests. [Insurance by borrowers will be arranged in accordance with a valuation set by a member of staff of the Museum.]

3.1.2.6 Transfer to the Museum of title to items that have been deposited in cases of default (Agreement clauses 6.3 and 12.4)

It may from time to time be necessary for the Museum to request that the depositor take back all or part of an archive that has been deposited. If, after a period of time, the items have not been reclaimed, the full and unconditional title in them will become vested in the Museum of London.

This provision is necessary because in the past archives have been accepted on deposit but their owners have become untraceable. This may occur, for example, through the death of the original depositor, or a change in the name or address of a company, about which the Museum has not been informed or a merger or demerger as a result of which title to the archive may be passed on. The Museum must therefore protect its long-term interests and prevent the situation arising where it no longer requires material but cannot dispose of it, since it does not hold title. This is particularly relevant to 'bulk material' such as ceramic building material or environmental samples that have become tainted.

The periods specified in the Deposit Agreement are one year from the date of notice where the Agreement continues in force and one month from the date of notice where the Agreement has been terminated.

3.1.2.7 Consideration and fees (Agreement clause 8)

The deposit is viewed as being beneficial to both parties: to the Museum by virtue of having possession and use of it, and to the depositor by virtue of not having to store or care for it. As a general rule, no fee is payable, therefore, by either party for the deposit of the archive. If, however, administration of the deposit would incur fees or charges over and above those which the Museum routinely incurs in administering the generality of its archive holdings, it would be for the depositor to bear these.

3.1.2.8 Termination of the deposit agreement (Agreement clause 12)

The agreement may be terminated in writing by either party upon a period of notice. This will be one month on the part of the Museum and six months on the part of the depositor, the longer period of notice on the part of the depositor being necessary to allow completion of any ongoing research projects within the Museum of London or loan commitments which may have been assumed some time before the loan is to be made. If the material is no longer to remain accessible to the public, the Museum reserves the right to make or arrange for the making of appropriate substitutes for archive items - photocopies or photographs, for instance - for public use. This requirement accords with English Heritage's view that, in regard to PPG16-related work, 'if the archive is not to be donated ... arrangements [should] be made for a comprehensive record of all materials ... which can be deposited in lieu of the actual archive (GLAAS 1998c, Section 8.7).

3.2 Copyright

All copyright and related rights should ideally be owned by the organisation placing an archive with the Museum of London. Future administration will be difficult if individuals who have contributed different components to the archive separately own rights in those components, though some limited provision may have to be made in relation to the moral rights of individual contributors.

The copyright and related rights must then **either** be assigned to the Museum or be the subject of a licence between the Museum and the organisation placing the archive with the Museum, empowering the Museum to manage these rights.

This section is arranged as follows:

- 3.2.1 Fundamentals
- 3.2.2 Forms of copyright and moral rights and ownership
 - 3.2.2.1 *Copyright in literary and artistic works*
 - 3.2.2.2 *'Moral rights'*
 - 3.2.2.3 *Ownership of the works themselves*
 - 3.2.2.4 *Copyright in published editions*
- 3.2.3 Copyright and moral rights in relation to organisations
 - 3.2.3.1 *Works created by employees*
 - 3.2.3.2 *Works created by freelancers or sub-contractors*
 - 3.2.3.4 *Crown copyright and copyright in other data*
- 3.2.4 Rights of the Museum of London as a library and archive
- 3.2.5 Assignment of copyright to the Museum of London
- 3.2.6 Licensing of rights to the Museum of London
 - 3.2.6.1 *Clearance of rights with third parties and collection of royalties*
 - 3.2.6.2 *Use of material in Museum of London displays and publications*

3.2.1 Fundamentals

Most elements of an archaeological archive will be entitled to some form of copyright or related rights protection. The most common of these elements will be text reports, both written and digital (under the current law these constitute 'literary works'); databases, both written and digital (which may be copyright literary works if resulting from intellectual creativity, or otherwise qualify for a lesser form of legal protection if no intellectual effort has been expended in their generation); and plans, drawings and photographs (all constituting 'artistic works'). Occasionally an archive may contain sound recordings, film or video.

The relevant statute is the *Copyright, Designs and Patents Act, 1988* but this has been modified - and continues to be modified - by subsequent legislation, principally to reflect EC directives and the particular problems relating to computerised data and the Internet. In regard to copyright, which is a complicated and specialised field, the Museum of London is concerned to ensure that it deals fairly with organisations placing archives with it but at the same time avoids making complex or special arrangements that may be difficult to implement in the future. All organisations placing archives with the Museum will be required to sign a standard assignment or licence (Sections 3.2.5, 3.2.6) before their archives are accepted, and they must additionally ensure that information on authorship and copyright ownership is available for each of the different components of the archive.

Persons placing archives with the Museum should be aware of a fundamental limitation of copyright law - that it is not concerned with the protection of **ideas** as such but with the **form in which they are recorded**; there must be a work for copyright to subsist and that work must have some sort of permanent form. Suppose that a researcher has published, without permission, a work that is derived from an unpublished archive report. Should he/she reproduce the **exact wording** of the report or a substantial part of it (the test for what is substantial being qualitative not quantitative), or a **colourable imitation**, such as a paraphrase, of it he/she will be liable to the copyright owner for copyright infringement. Should he/she reproduce only the **ideas** - however novel or valuable - and express them in entirely his/her own words, however, he/she will not be liable. Of course the researcher might still be censured for 'bad practice' by professional organisations frowning upon plagiarism or be liable to civil proceedings under the law of 'passing off' - but this is beyond the scope either of copyright law or of the liabilities of the Museum of London as an archive repository.

3.2.2 Forms of copyright and moral rights and ownership

3.2.2.1 Copyright in literary and artistic works

The first owner of copyright in a work is usually the person who created the work, ie the author. The most common exception to this arises where a work is created in the course of the author's employment, in which case the employer is the first owner of the copyright in it unless the employer and employee reach agreement to the contrary. In practice, very few individuals will be placing archives with the Museum but there may be a mixture of individually-owned and employer-owned copyright in an archive so **it is important to read the section below (3.2.3) which relates these concepts to organisations**. If there is more than one author of any given work, it is necessary, for copyright purposes, to determine whether the collaboration produces a work in which the contribution of each author is distinct or indistinct. If the former, each author will, subject to the issue of employment, separately own the copyright in his/her contribution. If the latter, the authors will be joint authors and, for copyright purposes, treated as together controlling the copyright in their entire work.

The standard term of copyright for literary and artistic works is the life of the author plus 70 years from the end of the calendar year in which he/she dies, even if the author is not the first owner of copyright, which is why the Museum needs the information both as to authorship and copyright ownership mentioned above. In the case of joint authors, the life of the longest to live will be the relevant life in this regard.

The term only differs where the author is unknown and cannot be discovered on reasonable inquiry or there is no human author, as in the case of **computer-generated works**. For **all computer-generated works** the copyright term is 50 years from the end of the calendar year in which the work was generated.

The law protects the copyright owner from most forms of reproduction and copying (including electronic copying), an important exception being the case of copying by an individual under the fair dealing provisions, when the copying must be for research or private study and no other purpose. Dealing Fairly means not copying too great a part of the work, though there are no hard and fast rules as to how much copying is permissible under this heading.

3.2.2.2 'Moral rights'

Sometimes known as '*intellectual rights*', these are entirely separate from copyright in a work and are intended to ensure that an author is properly credited - for example, by enabling him/her to object to derogatory treatment of his/her work or by requiring him/her to be named as author if the work is published commercially, exhibited in public or disseminated to the public in certain other ways. To have force in law, the moral right to be identified as author must be '**asserted**' in writing. In the case of literary works, this is usually done in the publishing agreement and is often evidenced by a statement on or near the title page of the published work to the effect that 'X has asserted his/her right to be identified as author of this work in accordance with the Copyright, Designs and Patents Act 1988'. The standard term for moral rights is the same as for copyright. Persons placing archives with the Museum should note that moral rights **do not apply to computer-generated works or to computer programs**, there being no human author, and special provisions apply in the case of employee authors whose employers are the first owners of the copyright in their works.

3.2.2.3 Ownership of the works themselves

As stated in Section 3.1, unless there are exceptional reasons for not doing so, ownership of all materials comprised in the archive, conventional and digital, should be transferred to the Museum of London. Note that this transfer has in itself no bearing on the ownership either of copyright or of moral rights. It will, however, have a bearing on **publication right**. This right vests in the first publisher of a previously unpublished work in which the copyright has expired and lasts for 25 years from the end of the calendar year of first publication. Archives being transferred now are likely to be in copyright for at least 50 years. So that the Museum of London has the right to act as it sees fit in the future after the expiry of what will probably be a long copyright term, the Museum reserves the right to exercise publication right in any archives placed with it whether ownership of the archive is transferred to it or the archive is the subject of a deposit agreement.

3.2.2.4 Copyright in published editions

Some archives may relate to or include publications, in which case the publisher will enjoy copyright in the typographical arrangement of the edition, separate from copyright in the work itself or the moral rights of the author. The Museum of London does not - unless in exceptional circumstances - propose to take an assignment of copyright in published editions, and will refer all requests for reproduction to the publishers themselves.

3.2.3 Copyright and moral rights in relation to organisations

Whether copyright and related rights are to be assigned to the Museum of London or merely licensed (see Section 3.2.6), we request that the copyright owner, ie the person entering into the assignment or licence, be - as far as possible - a single **organisation** rather than a group of **individuals**. In other words, the Museum requests that the person placing the archive with it acquires ownership of the copyright and other relevant rights in the various components of the archive before delivery to the Museum. A single archive often contains works by many different authors, with the potential to create enormous problems for copyright administrators in the future. **Moral rights**, on the other hand, can, where they apply, remain in the hands of individual authors, because provided that there is an adequate statement of who is the author of any given component and who owns the copyright in that component, the administrative burden should be relatively small.

Persons placing archives with the Museum should observe the following general principles:

3.2.3.1 Works created by employees

In the case of 'literary' and 'artistic' and certain other works, the 1988 Act specifies that if the creator of the work is an **employee who has created the work in the course of his/her employment** - that is, if he/she has a contract of employment and creates the work as part of performing his/her duties under that contract - **the first owner of the copyright will be his/ her employer** unless employer and employee agree otherwise. The contract need not be in writing, but the creator must have the status of an employee: the position as to copyright is different if the creator is a freelance worker or consultant who is not on the payroll. Most components of an archive will be literary or 'artistic' (see above), and so if the work has been done entirely 'in house' the copyright will belong automatically to the employing organisation rather than the individual.

The position can be different in relation to films and sound recordings. The author of a sound recording is the producer and 'producer' is defined as the person by whom the arrangements for the making of the sound recording are undertaken. The author of a sound recording and the first owner of copyright in it, will, therefore, in many cases be an organisation and acquire its rights other than by virtue of being an employer. The author of a film will be the producer and the principal director and, in the case of an employed director, his employer will be the first owner of his copyright unless there is a contrary agreement. Often, therefore, there will be one organisation which owns the copyright in a film too. (A soundtrack of a film is treated as part of the film for these purposes, not as a separate sound recording.)

Moral rights generally do not arise where the employer is the first owner of copyright in an employee's work, though in many academic organisations it is customary for employees to be identified as the authors of certain of their own works. Circumstances will vary, but the Museum of London encourages depositing organisations to identify the authors of all major works (for example, specialist and published reports, and reconstruction drawings) even when these are employees.

3.2.3.2 Works created by freelancers or sub-contractors

If the work has been created by an independent contractor - either an individual or an organisation - then all rights remain with that contractor, not with the person or organisation that commissioned the service. This is the case even though the independent contractor may have been paid for his work. Persons placing archives with the Museum must ensure that their contracts with freelancers or sub-contracting organisations **explicitly assign the copyright to them; the sub-contractor may, however, retain the moral rights in his/ her work (see above)**. In the occasional cases where it is not normal for sub-contractors to assign copyright - for instance, with large reconstruction paintings or specialised photography - those placing the archive with the Museum should consult with Museum staff.

3.2.3.3 Crown copyright and copyright on other data that has been supplied to the depositor

Archaeological archives often contain works whose copyright is not in the gift of the depositor to assign or license. Ordnance Survey base maps used as backdrops for site location plans will generally be Crown copyright; the copyright in site development plans, borehole surveys or aerial photographs may be owned either by private-sector companies or the Crown. Depositors must ensure that they have identified and recorded the rights

ownership of all such works in an archive; they will be excluded from the assignment or licence that covers the rest of the deposited archive.

3.2.4 Rights of the Museum of London as a library and archive

The Museum of London is both a 'prescribed library' and a 'prescribed archive' for the purposes of the *Copyright, Designs and Patents Act 1988* and *The Copyright (Librarians and Archivists) (Copying of Copyright Materials) Regulations 1989*. This empowers the Museum to make copies of certain works for researchers; to make copies to replace missing or damaged items in its permanent collections for itself and other prescribed archives and libraries; and to make reference copies of certain published works for other prescribed libraries. In determining the amount of a work that can be copied by researchers, we follow Aslib guidelines, which are posted both in the Museum of London Library and in the Archive.

3.2.5 Assignment of copyright to the Museum of London

In many cases persons placing archives with the Museum will wish to retain copyright in them, but we strongly encourage those persons to assign copyright to the Museum if they are (a) private individuals; (b) organisations created on an *ad hoc* basis purely for the purposes of the project whose archive is being deposited; (c) others who cannot easily be contacted in the future. The sums likely to be earned from royalties on archives are very small, and our aim is to facilitate public use by simplifying the procedures for rights clearance.

See Appendix 14 for our **standard assignment form (MOLAA 5/00)**. Persons placing archives with the Museum should be especially careful to ensure that they have correctly identified the copyright owners and authors of all works in the archive. Note too that when the intellectual elements are assigned to the Museum, the physical ownership of the entire archive must be transferred also; the archive cannot merely be placed on deposit (as defined in Section 3.1.2).

3.2.6 Licensing of rights to the Museum of London

When the person placing the archive with the Museum retains copyright, he/ She will be required to sign a licence (Appendix 15; form MOLAA 6/00), empowering the Museum of London:

- To allow others to copy items in the archive; publish items in the archive and do all other things which would otherwise be restricted by copyright or other relevant intellectual property rights
- To collect royalties from such persons without prior reference to the copyright owner
- Itself to use items in the archive as it may allow others to do on a royalty-free basis, particularly in Museum of London displays and publications
- To clear rights with third party copyright owners where appropriate

3.2.6.1 Clearance of rights with third parties and collection of royalties

The licence permits the Museum to negotiate and contract directly - on behalf of the copyright owner - with users who wish to reproduce works in a deposited archive. These may include researchers, publishers and the media, or other museum and archaeological professionals. The Museum may grant permission for reproduction in its discretion, and will charge royalties, where applicable on the scale that is currently in force for equivalent works the copyright in which is itself owned by the Museum. At the same time, the Museum undertakes to (a) require of those to whom it grants permission that the copyright owner is properly acknowledged when the work is reproduced; and (b) consult with the copyright owner - if the Museum considers this to be practicable - over requests for reproduction of large parts of a given archive.

At the end of each financial year, the Museum will (a) provide copyright owners with a summary of applications for permission to reproduce their works, and (b) pay a proportion of the royalties received as follows: if the total for each copyright owner is below £100, nothing will be paid; if it exceeds £100, 30% of the total will be paid.

3.2.6.2 Use of material in Museum of London displays and publications

The licence permits the Museum, amongst other things, to use copyright materials in gallery displays, in temporary or permanent exhibitions on the main Museum site or elsewhere, and in publications of all kinds (including those sold commercially). The Museum is empowered to do this in many circumstances without reference to the copyright owner or author, subject to giving proper acknowledgement. A relevant exception is when large portions of a work are to be reproduced - for instance, if an exhibition were to be based on a single site archive and a book relating to the exhibition were published containing copies of a substantial volume of photographs and other documentation displayed in the exhibition. In that case, the Museum agrees to seek permission from the rights owner(s).

In no circumstances will the Museum be required to pay royalties to the copyright owner for any of its uses of archive material.

Bibliography

DCMS 1998 Department of Culture, Media and Sport, *The Treasure Act 1996: a guide for local museum curators and local government archaeologists*

DNH 1997 Department of National Heritage, *The Treasure Act 1996: code of practice*

IFA 1996c Institute of Field Archaeologists, *Standard and guidance for archaeological field evaluations* (1996)

GLAAS 1998c Greater London Archaeology Advisory Service, *Standards and practices in archaeological fieldwork in London* (Archaeological guidance paper 3, 1998)

MGC 1992 Museums and Galleries Commission, *Standards in the museum care of archaeological collections* (1992)

SMA 1993 Society of Museum Archaeologists, *Selection, retention and dispersal of archaeological collections: guidelines for use in England, Wales and Northern Ireland* (1st edition, 1993)

SMA 1995 Society of Museum Archaeologists, *Towards an accessible archaeological archive* (ed J Owen, 1st edition, 1995)

Appendices

10	MOLAA 1/00	Archaeological Archive Deposition Form
11	MOLAA 2/00	Deed of Transfer (<i>for use where the site owner and the archaeological contractor are donating finds and records of an excavation</i>)
12	MOLAA 3/00	Deed of Transfer (<i>for use where one person is donating finds or records of an excavation or both</i>)
13	MOLAA 4/00	Deposit Agreement
14	MOLAA 5/00	Deed of Assignment of Intellectual Property Rights
15	MOLAA 6/00	Licence Agreement (<i>relating to Intellectual Property Rights</i>)
16	MOLAA 7/00	Project Planning Archive Checklist
17	MOLAA 8/00	Site Archive Checklist
18	MOLAA 9/00	Field-walking Archive Checklist
19	MOLAA 10/00	Standing Structure Archive Checklist
20	MOLAA 11/00	Post-excavation Assessment Archive Checklist
21	MOLAA 12/00	Research Archive Checklist
22	MOLAA 13/00	Final Transfer Summary

Site code: _____

MUSEUM OF LONDON

Archaeological Archive Deposition Form

This form has been issued to you on the presumption that the archive generated by the fieldwork project for which you are responsible, and which is denoted by the site code above, will eventually be placed with the Museum of London. The purpose of the form is, firstly, to enable the Museum to plan for new archives and, secondly, to ensure that the archives it receives are prepared in such a way as to maximise public access and minimise costs to the Museum.

The form should be used in association with two other documents:

- *Procedures for the Archiving of Archaeological Projects With the Museum of London*
- *General Standards for the Preparation of Archaeological Archives Deposited with the Museum of London*

Part 1 of the form must be completed and returned to the Museum **now**.

Part 2 must be completed and submitted with the archive when it is transferred to the Museum of London.

As soon as Part 2 has been completed, and the archive has been deposited and checked, Museum staff will notify the Greater London Archaeology and Advisory Service that this has been done.

For further information about the curation of archaeological material at the Museum of London, please contact: Department of Early London History and Collections, Museum of London, London Wall, London EC2Y 5HN.

For further information about transferring archives to the Museum of London, please contact: The Archive Manager, Museum of London, London Wall, London EC2Y 5HN.

Issued by: _____

Date: _____

Site code: _____

MUSEUM OF LONDON

Archaeological Archive Deposition Form

Part 1

Please complete and return this part to The Archive Manager, Museum of London, London Wall, London EC2Y 5HN **now**, if you intend to place the archive from this project with the Museum.

Location details

(as submitted to Greater London Sites & Monuments Record)

Site name: _____

Street
address: _____

Borough: _____

Postcode: _____

OS National Grid reference
*(Ten-figure to centre of site area (urban
projects); eight-figure (rural projects))* _____

GLSMR references *(if known)* _____

Project details

Desktop	Evaluation	Excavation	Watching Brief	Building Recording	Other Fieldwork

Likely scale:

	<10	10-100	>100
Number of contexts			
Number of finds boxes			

Likely duration *(number of months from now until the archive is deposited)*: _____

Name of archaeological contractor: _____

Part 1 (continued)

Declarations

- 1** I confirm that the archive will be prepared in accordance with the *General Standards for the Preparation of Archaeological Archives Deposited with the Museum of London* (edition of October 1998 and any relevant supplements)

Name: _____ Signed _____

Role _____ Date: _____

(in the case of an organisation)

on behalf of : _____

- 1** I have entered the names of the landowner(s) and the contractor onto the draft Deed of Transfer (MOLAA 2/00) and am returning it herewith, so that the Deed can be prepared in a final form for immediate signature by all parties. This Deed will (subject to the Museum's stated requirements) transfer to the Museum of London title to (a) all the items of archaeological interest found during, (b) the records relating to, the excavation

Name: _____ Signed _____

Role _____ Date: _____

(in the case of an organisation)

on behalf of : _____

OR

I undertake to carry out the Museum of London's legal requirements with regard to Transfer of Title or Deposition, before the archive is finally placed with the Museum

Name: _____ Signed _____

Role _____ Date: _____

(in the case of an organisation)

on behalf of : _____

Site code _____

MUSEUM OF LONDON

Archaeological Archive Deposition Form

Part 2

To be completed and submitted with the archive when it is transferred to the Museum of London.

Declarations

I confirm that:

1. I am depositing the entire project archive, including all finds and records.
2. The archive has been prepared in accordance with the *General Standards for the Preparation of Archaeological Archives Deposited with the Museum of London* (edition of October 1998 and any relevant supplements).
3. I have completed the Archive Checklist(s) that correspond to the type(s) of archive that I am depositing. (*Tick as appropriate*)

Project planning	MOLAA 7/00	<input type="checkbox"/>
Site archive	MOLAA 8/00	<input type="checkbox"/>
Field-walking	MOLAA 9/00	<input type="checkbox"/>
Standing structure	MOLAA 10/00	<input type="checkbox"/>
Post-excavation assessment	MOLAA 11/00	<input type="checkbox"/>
Research	MOLAA 12/00	<input type="checkbox"/>

1. I have completed a Deed of Transfer (MOLAA 2/00 or MOLAA 3/00) **and/or** Deposit Agreement (MOLAA 4/00) [*delete as appropriate*], thus legalising the physical status of the archive.
2. I have completed a Final Transfer Summary (MOL 13/00).
3. I attach a Deed of Assignment of Intellectual Property Rights (MOL 5/00) **or** Licence Agreement (MOLAA 6/00) [*delete as appropriate*], covering the intellectual property elements that relate to the archive.
4. I attach, where appropriate, a Schedule listing all third party copyright holders.

Name: _____ Signed _____

Role _____ Date: _____

(*in the case of an organisation*)
on behalf of :

DATED

[2003]

(1) [INSERT NAME OF SITE OWNER]

(2) [INSERT NAME OF ARCHAEOLOGICAL CONTRACTOR]

(3) THE MUSEUM OF LONDON

DEED OF TRANSFER

(For use by the Museum where the site owner and the archaeological contractor are donating finds and records of an excavation)

THIS DEED OF TRANSFER is made on

[2003]

BETWEEN:

- (1) [INSERT NAME OF SITE OWNER] of
[ADDRESS] (“the Site Owner”);
- (2) [INSERT NAME OF ARCHAEOLOGICAL CONTRACTOR] of [ADDRESS]
 (“the Contractor”); and
- (3) **THE MUSEUM OF LONDON** of London Wall, London EC2Y 5HN (“the
Museum”).

RECITAL

- (A) The Site Owner is the owner of any items of archaeological interest found
during the excavation of (“the Excavation”).
- (B) The Contractor has been engaged by the Site Owner to conduct the Excavation
and is the owner of any records relating to the Excavation.
- (C) The Site Owner and the Contractor respectively wish to transfer to the Museum
title to the items of archaeological interest found during, and the records
relating to, the Excavation; the Site Owner and the Contractor are together
referred to in the remainder of this Deed as “the Donor”.
- (D) The Museum will provide facilities for the accommodation and, at its discretion,
the display of the archive of materials referred to in Recital (C) on condition
that this archive is assembled in accordance with the provisions of this Deed.

NOW IT IS AGREED as follows:-

1. ASSEMBLY AND DELIVERY OF ARCHIVE

3.1 The Donor will assemble an archive of the items of archaeological interest found during the Excavation and of the records relating to the Excavation in accordance with the requirements of the Museum's *General Standards for the Preparation of Archaeological Archives deposited with the Museum of London*, a copy of which has been supplied to the Donor, and generally in accordance with best archaeological practice.

The Donor will also prepare a full list of the archive of items and records so assembled ("the Archive Checklist" and "the Final Transfer Summary") [*delete as appropriate*, copies of which are attached as an Appendix to this Deed]; the materials listed in the Archive Checklist and the Final Transfer Summary are collectively referred to in the remainder of this Deed as "the Archive".

3.2 The Donor will arrange for delivery of the Archive, the Archive Checklist and the Final Transfer Summary to the Museum, without cost to the Museum, after consultation with the Museum as to the method and time of delivery.

1.3 Title to and risk in the Archive will pass to the Museum on delivery of the Archive, the Archive Checklist and the Final Transfer Summary to the Museum in accordance with clause 1.2.

2. DONOR'S WARRANTIES

2.1 The Donor warrants to the Museum that:

- 3.1.1 ownership of the Archive is vested exclusively in the Donor;
 - 3.1.2 the Archive is free of all charges, encumbrances and third party rights and no right has been granted in respect of the Archive which would affect the Donor's transfer of title to the Museum provided for in clause 1.3 or otherwise give rise to any conflict with the provisions of this Deed;
 - 3.1.3 the Donor has the unfettered right to transfer ownership and possession of the Archive to the Museum;
 - 3.1.4 the Donor will at its own cost take all steps which are or may be necessary at any time to cure any defects in the title to the Archive to be transferred to the Museum in accordance with this Deed; and
 - 3.1.5 the Donor has complied with all of the requirements of the Treasure Act 1996 and any statutory modification or re-enactment of that Act, and all other legislative requirements relating to the Excavation.
- 2.2 The Donor warrants to the Museum that the Archive will contain all relevant field records and finds relating to the Excavation.
- 2.3 The Donor will indemnify the Museum against any and all claims, demands, proceedings, costs, expenses, loss or damage, of whatever nature, which may be made or brought against or incurred by the

Museum arising out of or in connection with any breach of the warranties given by the Donor in clause 2.1 and clause 2.2.

3. BEQUEST

3.1 Where ownership of an Archive is transferred to the Museum pursuant to a bequest by will, the Donor will additionally provide the Museum with the following documents before delivery of the Archive pursuant to Clause 1.2:

3.1.1 a court-certified copy of the Grant of Probate or Letters of Administration, as applicable, or equivalent document in any relevant overseas jurisdiction, which the Museum will return to the Donor within 14 days after receipt; and

3.1.2 a certified copy of the deceased's will.

4. INTERPRETATION; GOVERNING LAW AND JURISDICTION

4.1 Where an obligation is assumed by the Donor under this Deed, the liability of the Site Owner and the Contractor for carrying out that obligation will be joint and several.

4.2 This Deed will be governed by and construed in accordance with the laws of England regardless of the place of execution or performance. The English courts will have exclusive jurisdiction to deal with any dispute or other difference arising out of or in connection with this Deed, unless the Museum chooses to invoke, or voluntarily submits to, the jurisdiction of some other tribunal. [To this end, the Donor has

appointed of as its agent for the
service of process within the jurisdiction of the English courts.]

IN WITNESS of which this document has been executed as a Deed on the date first
written above.

[WHERE THE SITE OWNER IS AN INDIVIDUAL]

SIGNED and DELIVERED as a Deed by)
[NAME OF DONOR])
in the presence of:)

Witness:

Address:

Occupation:

[WHERE THE SITE OWNER IS A COMPANY]

SIGNED and DELIVERED as a Deed by)
[] LIMITED)
by means of these signatures:)

.....
Director

.....
[Director/Secretary]

[WHERE THE CONTRACTOR IS AN INDIVIDUAL]

SIGNED and DELIVERED as a Deed by)
[NAME OF CONTRACTOR])
in the presence of:)

Witness:.....

Address:

Occupation:

[WHERE THE CONTRACTOR IS A COMPANY]

SIGNED and DELIVERED as a Deed by)
[] LIMITED)
by means of these signatures:)

.....
Director

.....
[Director/Secretary]

SIGNED and DELIVERED as a Deed by)
THE BOARD OF GOVERNORS OF)
THE MUSEUM OF LONDON)
by means of these signatures:)

.....
Director

.....
[Director/Secretary]

DATED

[2003]

(1) [INSERT NAME OF DONOR]

(2) THE MUSEUM OF LONDON

DEED OF TRANSFER

*(For use by the Museum where one person is donating finds
or records of an excavation or both)*

THIS DEED OF TRANSFER is made on

[2003]

BETWEEN:

- (1) [INSERT NAME OF DONOR] of
[ADDRESS] (“the Donor”); and
- (2) THE MUSEUM OF LONDON of London Wall, London EC2Y 5HN (“the Museum”).

RECITAL

- (A) The Donor is the owner of [*delete as appropriate* any items of archaeological interest found during, and any records relating to,] the excavation of (the Excavation”).
- (B) The Donor wishes to transfer to the Museum title to the archive of materials referred to in Recital (A) and the Museum will provide facilities for the accommodation and, at its discretion, the display of the archive of these materials on condition that this archive is assembled in accordance with the provisions of this Deed.

NOW IT IS AGREED as follows:-

1. ASSEMBLY AND DELIVERY OF ARCHIVE

- 1.1 The Donor will assemble an archive of [*delete as appropriate* the items of archaeological interest found during the Excavation and of the records relating to the Excavation] in accordance with the requirements of the *General Standards for the Preparation of Archaeological Archives deposited with the Museum of London*, a copy of which has been supplied

to the Donor, and generally in accordance with best archaeological practice. The Donor will also prepare a full list of the archive of [*delete as appropriate* items and records] so assembled (“the Archive Checklist” and “the Final Transfer Summary”) [*delete as appropriate*, copies of which are attached as an Appendix to this Deed]; materials listed in the Archive Checklist and the Final Transfer Summary are collectively referred to in the remainder of this Deed as “the Archive”.

1.2 The Donor will arrange for delivery of the Archive, the Archive Checklist and the Final Transfer Summary to the Museum, without cost to the Museum, after consultation with the Museum as to the method and time of delivery.

1.3 Title to and risk in the Archive will pass to the Museum on delivery of the Archive, the Archive Checklist and the Final Transfer Summary to the Museum in accordance with clause 1.2.

2. DONOR’S WARRANTIES

2.1 The Donor warrants to the Museum that:

2.1.1 ownership of the Archive is vested exclusively in the Donor;

2.1.2 the Archive is free of all charges, encumbrances and third party rights and no right has been granted in respect of the Archive which would affect the Donor’s transfer of title to the Museum provided for in clause 1.3 or otherwise give rise to any conflict with the provisions of this Deed;

2.1.3. the Donor has the unfettered right to transfer ownership and possession of the Archive to the Museum; and

2.1.4 the Donor will at its own cost take all steps which are or may be necessary at any time to cure any defects in the title to the Archive to be transferred to the Museum in accordance with this Deed; and

2.1.5 the Donor has complied with all of the requirements of the Treasure Act 1996 and any statutory modification or re-enactment of that Act, and all other legislative requirements relating to the Excavation.

2.2 The Donor warrants to the Museum that the Archive contains [*delete as appropriate* all relevant field records and finds] relating to the Excavation.

2.3 The Donor will indemnify the Museum against any and all claims, demands, proceedings, costs, expenses, loss or damage, of whatever nature, which may be made or brought against or incurred by the Museum arising out of or in connection with any breach of the warranties given by the Donor in clause 2.1 and clause 2.2.

3. BEQUEST

3.1 Where ownership of an Archive is transferred to the Museum pursuant to a bequest by will, the Donor will additionally provide the Museum with the following documents before delivery of the Archive pursuant to Clause 1.2:

3.1.1 a court-certified copy of the Grant of Probate or Letters of Administration, as applicable, or equivalent document in any

relevant overseas jurisdiction, which the Museum will return to the Donor within 14 days after receipt; and

3.1.2 a certified copy of the deceased's will.

4. GOVERNING LAW AND JURISDICTION

This Deed will be governed by and construed in accordance with the laws of England regardless of the place of execution or performance. The English courts will have exclusive jurisdiction to deal with any dispute or other difference arising out of or in connection with this Deed, unless the Museum chooses to invoke, or voluntarily submits to, the jurisdiction of some other tribunal. [To this end, the Donor has appointed _____ of _____ as its agent for the service of process within the jurisdiction of the English courts].

IN WITNESS of which this document has been executed as a Deed on the date first written above.

[WHERE THE DONOR IS AN INDIVIDUAL]

SIGNED and DELIVERED as a Deed by)
[NAME OF DONOR])
in the presence of:)

Witness:.....

Address:

Occupation:

[WHERE THE DONOR IS A COMPANY]

SIGNED and DELIVERED as a Deed by)
[] LIMITED)
by means of these signatures:)

.....
Director

.....
[Director/Secretary]

SIGNED and DELIVERED as a Deed by)
THE BOARD OF GOVERNORS OF)
THE MUSEUM OF LONDON)
by means of these signatures:)

.....
Director

.....
[Director/Secretary]

DATED

[2003]

- (1) THE MUSEUM OF LONDON
- (2) [INSERT NAME OF DEPOSITOR]

DEPOSIT AGREEMENT

*(For use by the Museum where one person is depositing
finds or records of an excavation or both)*

THIS DEED OF AGREEMENT is made on

[2003]

BETWEEN:

- (1) **THE MUSEUM OF LONDON** of London Wall, London, EC2Y 5HN (“the Museum”); and
- (2) **[INSERT NAME OF DEPOSITOR]** of **[ADDRESS]** (“the Depositor”).

RECITALS

- (A) The Depositor is the owner of [*delete as appropriate* items of archaeological interest found during, and any records relating to,] the excavation of
 (“the Excavation”).
- (B) The Depositor wishes to deposit with the Museum the archive of materials referred to in Recital (A) and the Museum is prepared to accept the deposit of this archive and to provide facilities for its accommodation and, at its discretion, for its display on condition that the archive is assembled in accordance with the provisions of this Agreement.

NOW IT IS AGREED as follows:

3 DEFINITIONS

In this Agreement, the following words and phrases will have the following meanings unless the context requires otherwise:

3.4 “the Archive” means the materials listed in the Archive Checklist and the Final Transfer Summary or any of them, but will exclude any items returned to the Depositor pursuant to clause 6, and any items title in which has vested in the Museum pursuant to clause 6.3;

3.5 “the Archive Checklist” and “the Final Transfer Summary” mean the

lists of materials to be prepared pursuant to clause 2.1[*delete as appropriate*, copies of which are attached as an Appendix to this Deed];

3.6 “the Copyright Agreement” means an agreement substantially in the form of the document appended to this Agreement; and

3.7 “the Museum’s Requirements” means the requirements of the Museum’s *General Standards for the Preparation of Archaeological Archives deposited with the Museum of London*, a copy of which has been supplied to the Depositor, and of best archaeological practice.

2. ASSEMBLY, DELIVERY AND ACCEPTANCE OF THE ARCHIVE

3.4 The Depositor will assemble an archive of [*delete as appropriate* the items of archaeological interest found during the Excavation and of the records relating to the Excavation] in accordance with the Museum’s Requirements and will prepare a full list of the materials so assembled.

3.5 The Depositor will arrange for the delivery of the Archive, the Archive Checklist and the Final Transfer Summary to the Museum, without cost to the Museum, after consultation with the Museum as to the method and time of delivery.

3.6 On delivery of the Archive in its entirety, the Archive Checklist and the Final Transfer Summary in accordance with clause 2.2, the Museum will accept the Archive.

3. CARE OF THE ARCHIVE

3.1 The Museum will exercise the same degree of care in relation to the

Archive as it does in respect of its own property and will not, therefore, be liable for any loss or damage to the Archive, whether that loss or damage is caused by the negligence of the Museum or its employees, agents, sub-contractors or other representatives, or occurs in any other way whatsoever.

- 3.2 The Museum will be entitled to store the Archive outside the precincts of the Museum from time to time, if it considers it appropriate to do so.
- 3.3 The Museum undertakes not to let the Archive out of its possession for the purposes of loan, exhibition or research except on such terms as it normally imposes in respect of similar materials which it owns.
- 3.4 The Museum will be entitled, but not obliged, to undertake conservation of the Archive at its own discretion without notice to the Depositor.
- 3.5 The Museum will be entitled, but not obliged, to undertake invasive treatment or sampling of the Archive when it considers, in its discretion, that this is required for the conduct of research relating to the Archive without notice to the Depositor.
- 3.6 Subject to the provisions of clauses 3.1, 6.3 and 12.4, title to and risk in the Archive will at all times remain vested in the Depositor. The Museum will not be obliged to insure the Archive. If the Depositor wishes to arrange for insurance of the Archive, it may do so at its own expense and the Museum will give any access to the Archive which may reasonably be required on reasonable notice for the

purpose of arranging that insurance.

4. PHOTOGRAPHY, REPRODUCTION AND COPYRIGHT

4.1 The Museum will be entitled to photograph, photocopy and reproduce the Archive in any form and on any medium for its own internal purposes and use.

4.2 Subject to clause 4.1, the Museum will not itself photograph, photocopy or otherwise reproduce the Archive or grant permission to any third party to do so without first being authorised to do so by a Copyright Agreement with the Depositor or by the prior consent of the Depositor.

5. TEMPORARY WITHDRAWAL OF ARCHIVE ITEMS BY THE DEPOSITOR

5.1 The Depositor may apply to withdraw temporarily all or part of the Archive no more frequently than once in each calendar year on giving at least three months' notice to the Museum of its desire to do so.

5.2 If the Museum, in its absolute discretion, agrees to the withdrawal request, in whole or in part, the withdrawal will be at the Depositor's own expense; the Depositor will be responsible for the removal and return of all items which it withdraws; and the Depositor will be liable for any loss of or damage, however occurring, to those items from the time of their withdrawal to the time of their return.

5.3 The Depositor will be entitled to retain the items withdrawn for a

period not exceeding [three] months, unless the Museum agrees in writing to a longer period.

6. RETURN OF ARCHIVE ITEMS TO THE DEPOSITOR

6.1 The Museum will give the Depositor not less than one month's notice if it desires to return any items comprised in the Archive to the Depositor.

6.2 If, by the time of expiry of the notice period referred to in clause 6.1, the Depositor has not collected the items referred to in the Museum's notice, the Museum will be entitled to place them in storage at the expense of the Depositor and to recover all such expenses from the Depositor.

6.3 If the Depositor has not collected the items referred to in the Museum's notice one year after the date of expiry of the notice period referred to in clause 6.1 title to those items will immediately and without further notice vest in the Museum and the Museum will be entitled to deal in or dispose of those items as it sees fit.

6.4 The Museum will require proof that any person collecting items comprised in the Archive is duly authorised by the Depositor to do so. Provided that the proof of authority referred to in the previous sentence appears to the Museum to be in order, the Museum will have no liability to the Depositor in the event that the collector is not properly authorised to collect items comprised in the Archive.

7. TRANSFER OF OWNERSHIP OF THE ARCHIVE TO A THIRD PARTY

In the event of a transfer of ownership of the Archive from the Depositor to a

third party, however occurring, the Depositor will give notice to the Museum immediately in writing to that effect, including in the notice the full name(s) and address(es) of any new owner and an authority to deal with the new owner in all matters affecting the Archive in substitution for the Depositor.

8. CHARGES RELATING TO THE ARCHIVE

The Museum will not be liable for any fees or charges of any kind relating to the Archive unless the Museum agrees in advance in writing to bear those fees or charges. Accordingly, in the absence of an agreement with the Museum as envisaged in the previous sentence, the Depositor will be responsible for all fees or charges relating to the Archive.

9. DEPOSITOR'S WARRANTIES

9.1 The Depositor warrants to the Museum that:

9.1.1 ownership of the Archive is vested exclusively in the Depositor;

9.1.2 the Archive is free of all charges, encumbrances and third party rights and no right has been granted in respect of the Archive which would affect the Depositor's right to enter into, or would otherwise give rise to any conflict with the provisions of, this Agreement;

9.1.3 in the circumstances envisaged by clauses 6.3 and 12.4, the Depositor has the unfettered right to transfer ownership of the Archive to the Museum;

9.1.4 the Depositor will at its own cost take all steps which are or may be necessary at any time to cure any defects in its right

to grant to the Museum the rights in the Archive set out in this Agreement and, in the circumstances envisaged by clauses 6.3 and 12.4, to cure any defects in its title to the Archive; and

9.1.5 the Depositor has complied with all of the requirements of the Treasure Act 1996 and any statutory modification or re-enactment of that Act, and all other legislative requirements relating to the Excavation.

9.2 The Depositor warrants to the Museum that the Archive contains *[delete as appropriate all relevant field records and finds]* relating to the Excavation.

9.3 The Depositor will indemnify the Museum against any and all claims, demands, proceedings, costs, expenses, loss or damage, of whatever nature, which may be made or brought against or incurred by the Museum arising out of or in connection with any breach of the warranties given by the Depositor in clauses 9.1 and 9.2.

10. LIABILITY OF THE MUSEUM

The Museum is a charitable foundation devoted to education and research and the Depositor acknowledges that the Museum cannot accept responsibility for loss or damage to the Archive other than occurring because the Museum fails to take the care required of it under clause 3.1. The liability of the Museum to the Depositor under this Agreement will not extend to any indirect or consequential loss incurred by the Depositor in any circumstances.

11. THIRD PARTY CLAIMS

The Museum will not be liable to any third parties in the event of claims of any kind made by third parties in relation to the Archive. Should such a claim be made against, or come to the attention of, the Museum, the Museum will be entitled to return the Archive to the Depositor until such time as the claim is settled.

12. DURATION AND TERMINATION

12.1 This Agreement will remain in force for a minimum period of five years and thereafter indefinitely unless terminated in accordance with clauses 12.2 or 12.3 below.

12.2 The Museum will be entitled to terminate this Agreement in the following circumstances:

12.2.1 on the giving of one month's notice in writing to the Depositor requiring it to remove the Archive;

12.2.2 immediately by notice in writing if the Depositor has failed to observe the terms and conditions of this Agreement and, where the failure is capable of remedy, has not remedied that failure within one month after receiving notice in writing to do so; or

12.2.3 immediately by notice in writing in the event that the Depositor ceases to trade; becomes insolvent; goes or is put into bankruptcy, administration, administrative receivership or liquidation, as the case may be (other than for the purpose of a solvent amalgamation or reconstruction); enters into any

arrangement or composition with its creditors; or (being a company) is dissolved or struck off the register of companies; or

12.2.4 immediately by notice in writing to the last known address for the Depositor in the event that the Museum is satisfied that it has taken all reasonable steps to trace the Depositor or any new owner of the Archive of whom it has been given notice under clause 7.1 and has failed to trace such person.

12.3 The Depositor will be entitled to terminate this Agreement on the giving of six months' notice in writing to the Museum of its intention to remove the Archive.

12.4 On termination of this Agreement under clauses 12.2 or 12.3 above, the Depositor will collect the Archive from the Museum at its own expense. If the Depositor has not collected the Archive within one month after the date of expiry of the relevant notice period, the Museum will be entitled to place the Archive in storage at the expense of the Depositor and recover all such expenses from the Depositor. If the Depositor has not collected the Archive within [one] year after the date of expiry of the relevant notice period, title to the Archive will immediately and without further notice vest in the Museum and the Museum will be entitled to deal in or dispose of the Archive as it sees fit.

12.5 The following clauses will survive termination of this Agreement however that termination takes place: 4, 6.3, 6.4, 7 to 14 inclusive.

13. DEPOSITOR'S AGENT

13.1 The Depositor may appoint an agent who shall be empowered to issue and receive notices to be given under this Agreement and to give consents on behalf of the Depositor where these are required under this Agreement.

13.2 Notice of appointment of an agent must be given to the Museum in accordance with clause 14.1.

14. GENERAL

14.1 Subject to clause 13, any notice or other communication given under this Agreement must be in writing and served on the intended recipient, marked for the attention of [] (in the case of the Museum) and [] (in the case of the Depositor), at its address set out at the beginning of this Agreement (or at any other address it has notified to the other party in accordance with this clause) as follows: by hand; by first class or recorded delivery post; or by fax which is automatically confirmed by the sender's fax machine to have been sent without error to the recipient's fax number. Notices or communications sent by first class or recorded delivery post will be deemed to have been served three (3) days following the day of posting. Notices or communications sent by fax will be deemed to have been served on the day of transmission if transmitted before 4.00 pm but otherwise on the next day. In all other cases, notices and communications will be deemed to have been served on the day on

which they are actually received.

- 14.2 If the performance by either party of any of its obligations under this Agreement is prevented by circumstances beyond its reasonable control, then that party will be excused from performance for the duration of the relevant event.
- 14.3 The failure of either party to require performance by the other party of any provision of this Agreement will not affect its full right to require such performance at any subsequent time; nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.
- 14.4 Nothing in this Agreement will be held to constitute a partnership between the parties, nor the relationship between them of principal and agent.
- 14.5 This Agreement and its Appendix together constitute the entire agreement between the parties in relation to the Archive and supersede all prior agreements and dealings relating to such subject matter. Any variation will be in writing and signed by the parties or their duly authorised signatories.
- 14.6 This Agreement will be governed by and construed in accordance with the laws of England regardless of the place of execution or performance. The English courts will have exclusive jurisdiction to deal with any dispute or other difference arising out of or in connection with this Agreement, unless the Licensor chooses to invoke, or voluntarily submits to, the jurisdiction of some other tribunal. [To this

end, the Depositor has appointed [] of [] as its agent for the service of process within the jurisdiction of the English courts.]

IN WITNESS of which this Agreement has been entered into on the date first written above.

SIGNED and DELIVERED as a Deed by)

THE MUSEUM OF LONDON)

Name:.....

Position:

Signature:.....

[WHERE THE DEPOSITOR IS AN INDIVIDUAL

SIGNED and DELIVERED as a Deed by)

[Name of Depositor])

Signature:.....

[WHERE THE DEPOSITOR IS A COMPANY]

SIGNED and **DELIVERED** as a Deed by)

for and on behalf of)

[Name of company])

Name:.....

Position:

Signature:.....

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

1. **[INSERT NAME OF ASSIGNOR]** of **[ADDRESS]** (“the Assignor”) assigns to **THE MUSEUM OF LONDON** (“the Museum”) with full title guarantee the entire copyright, all rights in the nature of copyright, design rights and all other intellectual property rights of any description throughout the world (vested, future and contingent, and including any extensions, renewals, revivals, restorations, reversions and accrued rights of action) in and to **[DESCRIBE THE ARCHIVE]** (“the Archive”) **[INCLUDE WHERE DEPOSITOR HAS IDENTIFIED THIRD PARTY COPYRIGHT MATERIAL IN THE ARCHIVE CHECKLIST]** except in relation to those contents of the Archive listed in the Schedule to this Deed].
2. Wherever practicable, the Museum will itself acknowledge and require other users to acknowledge the authorship of particular items in the Archive, provided that details of authorship have been provided to the Museum by the Assignor.
- [3. Subject to the provisions of paragraph 2, the Assignor unconditionally and irrevocably waives any and all moral rights in the Archive arising under Chapter IV of Part I of the Copyright, Designs and Patents Act 1988. This waiver extends to the Museum’s licensees and successors in title. It relates only to the Archive and not to the Assignor’s works generally or to works of a particular description.]

4. The Assignor warrants that [**DELETE AS NECESSARY** except as indicated in the Schedule or in the checklist of items contained in the Archive] the contents of the Archive are original and have not previously been published; that the Archive contains no defamatory, obscene, blasphemous or otherwise unlawful or misleading material; that the information provided by the Assignor to the Museum as to authorship and copyright ownership in relation to the contents of the Archive is accurate; and that the publication or other use of the Archive by the Museum or any third party will not give rise to any liability on the part of the Museum to any person.
5. The Assignor warrants that physical ownership of the entire Archive will vest in the Museum when delivered to the Museum.
6. The Assignor will indemnify the Museum against any loss or damage occasioned to it from any claim, action or threatened proceedings arising out of a breach of the warranties in paragraphs 4 and 5.
7. It is certified that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration involved exceeds £60,000.

IN WITNESS of which the Assignor and the Museum have executed this Deed on
[INSERT DATE].

Executed as a Deed by

[INSERT NAME OF ASSIGNOR]

in the presence of:

Executed as a Deed by

THE MUSEUM OF LONDON

in the presence of:

LICENCE AGREEMENT

1. In this Agreement “Intellectual Property Rights” means all copyright, all rights in the nature of copyright, design rights and all other intellectual property rights of any description throughout the world (vested, future and contingent, and including any extensions, renewals, revivals, restorations, reversions and accrued rights of action).

2. **[INSERT NAME OF LICENSOR]** of **[ADDRESS]** (“the Licensor”) grants **THE MUSEUM OF LONDON** (“the Museum”) **[INSERT AS APPROPRIATE]** the sole and exclusive/non-exclusive] right and licence to do the following things during the legal term of the Intellectual Property Rights in and to **[DESCRIBE THE ARCHIVE]** (“the Archive”) **[INCLUDE WHERE LICENSOR HAS IDENTIFIED THIRD PARTY COPYRIGHT MATERIAL IN THE ARCHIVE CHECKLIST]** except in relation to those contents of the Archive listed in the Schedule to this Agreement]:
 - 2.1 itself to copy, publish and do all other acts in relation to the Archive which would otherwise be restricted by the Intellectual Property Rights on a royalty-free basis;

 - 2.2 to permit others in its discretion to copy, publish and do all other acts in relation to the Archive which would otherwise be restricted by the Intellectual Property Rights; and

- 2.3 to administer and clear Intellectual Property Rights and authorise others to administer and clear Intellectual Property Rights in the items listed in the Schedule.
3. The Museum will charge royalties in its discretion to those to whom it grants permissions under paragraph 2.2.
 4. The Museum will provide the Licensor with a summary of applications for permission to reproduce items in the Archive on an annual basis and, if royalties in excess of £100.00 have been received in relation to the Archive in the relevant year in accordance with paragraph 3, the Museum will pay the Licensor 30% of those royalties.
 5. Wherever practicable, the Museum will itself acknowledge and require other users to acknowledge the ownership of Intellectual Property Rights in the Archive, provided that details of ownership have been provided to the Museum by the Licensor.
 - [6. Subject to the provisions of paragraph 5, the Licensor unconditionally and irrevocably waives any and all moral rights in the Archive arising under Chapter IV of Part I of the Copyright, Designs and Patents Act 1988. This waiver extends to the Museum's licensees and successors in title. It relates only to the Archive and not to the Licensor's works generally or to works of

a particular description.]

7. The Licensor warrants that **[DELETE AS NECESSARY** except as indicated in the Schedule or in the checklist of items contained in the Archive] the contents of the Archive are original and have not previously been published; that the Archive contains no defamatory, obscene, blasphemous or otherwise unlawful or misleading material; that the information provided by the Licensor to the Museum as to authorship and copyright ownership in relation to the contents of the Archive is accurate; and that the publication or other use of the Archive by the Museum or any third party will not give rise to any liability on the part of the Museum to any person.
8. The Licensor warrants that **[DELETE AS APPROPRIATE** physical ownership/possession] of the entire Archive will vest in the Museum when delivered to the Museum.
9. The Licensor will indemnify the Museum against any loss or damage occasioned to it from any claim, action or threatened proceedings arising out of a breach of the warranties in paragraphs 7 and 8.

IN WITNESS of which the authorised signatories for the parties have signed this Agreement on **[INSERT DATE]**.

Signed for and on behalf of

[INSERT NAME OF LICENSOR]

in the presence of:

Signed for and on behalf of

THE MUSEUM OF LONDON

in the presence of: