

**TERMS OF DEPOSIT WITH  
THE SOCIETY FOR IRISH LATIN AMERICAN STUDIES  
MANUSCRIPTS AND RARE BOOKS COLLECTION (SILAS)**

**1. Ownership of Records**

- 1.1. The depositor confirms that he/she is the legal owner of the records and undertakes to provide proof of ownership if requested by SILAS.
- 1.2. The depositor confirms that he/she is free to lend the records to SILAS without breaching the rights (including copyright) of any third party.
- 1.3. The depositor grants to SILAS the right to copy and use the records in accordance with the Terms of Deposit.
- 1.4. The depositor places the records on long-term loan in the custody of SILAS.
- 1.5. Records deposited on long-term loan remain the property of the depositor.
- 1.6. The term of the loan is 25 (twenty-five) years.
- 1.7. The deposit agreement shall be binding on any successors in title to the ownership of the records.

**2. General**

- 2.1. SILAS reserves the right to return records of no historical interest or, with the depositor's consent, to transfer them to a more appropriate repository or to destroy them.
- 2.2. SILAS will not reveal details of the depositor to third parties without his/her consent.
- 2.3. The depositor is responsible for notifying SILAS of any changes in contact details.

**3. Conservation and Preservation**

- 3.1. The records will be stored in a secure and suitable environment, or in any repository third parties at the sole discretion of SILAS.
- 3.2. SILAS and its repositories will withhold access to records in a fragile condition or otherwise unsuitable for public reference until suitable remedial action has been taken.
- 3.3. SILAS and its repositories will undertake appropriate measures of preservation and conservation and they reserve the right to create copies of the records deposited in any format, subject to current copyright law.
- 3.4. SILAS and its repositories will use all reasonable endeavours to protect and preserve the records but will not be liable for any damage to them outside its control.

**4. Listing**

- 4.1. The records will be listed as part of SILAS or its repositories' cataloguing programmes.
- 4.2. They will be marked with reference codes for the purposes of identification, security and retrieval in such a way that will not damage the records.
- 4.3. Copyright of all finding aides created by SILAS belongs to SILAS.
- 4.4. Finding aids may be published on the Internet.

## **5. Access**

- 5.1. Subject to any restrictions set out in the deposit agreement or subsequently agreed in writing with the depositor or any statutory restrictions or periods of closure, the records will be made freely available to bona fide researchers at SILAS or its repositories' facilities.
- 5.2. Consultation of records will be in a supervised reading room during advertised opening hours and in accordance with regulations for the use of SILAS or its repositories.

## **6. Publication**

- 6.1. At the discretion of SILAS copies may be provided to the public for study and research purposes in accordance with current copyright and data protection legislation.
- 6.2. Permission to publish in full or in extract from records deposited in SILAS will be granted by SILAS directors or designated officers or staff.
- 6.3. SILAS reserves the right to publish deposited records in whole or in part in SILAS publications or on the Internet, or by way of other electronic formats.
- 6.4. All acknowledgements in publications or other media should be to SILAS. The depositor will not be individually acknowledged, unless otherwise stated in the deposit agreement.

## **7. Exhibitions and Lectures**

- 7.1. Records may be required for exhibitions or to illustrate talks and lectures by SILAS Members or other persons designated by SILAS. They may be displayed in original or copy form at the discretion of SILAS.

## **8. Withdrawal**

- 8.1. The depositor may withdraw records from SILAS or its repositories either on a temporary basis or permanently only after the term of the loan is due.
- 8.2. The long-term of the loan will be renewed automatically unless the depositor notifies his/her intention to withdraw the records within six months before the term of the loan.
- 8.3. Proof of ownership must be provided for withdrawal if requested by SILAS or its repositories.
- 8.4. The depositor will be responsible for all costs connected with the withdrawal and for arrangements for removing the records (and returning them in case of temporary withdrawal).
- 8.5. The depositor shall be liable to reimburse SILAS the full or a proportion of the costs (to be determined by SILAS) of cataloguing, administering, copying and storing of any withdrawn records and of any conservation or preservation measures undertaken while the records were in the custody of SILAS or its repositories.
- 8.6. SILAS or its repositories cannot be held responsible for any loss or damage incurred while records are withdrawn.
- 8.7. SILAS reserves the right to copy the records and to hold such copies after the records have been withdrawn. These copies are the property of SILAS and will be made available to the public subject to any legal restrictions.

**9. Legal**

- 9.1. The Agreement for Deposit and Terms of Deposit shall be governed and construed according to the Swiss laws.
- 9.2. For the avoidance of doubt, nothing in the Agreement of Terms of Deposit shall confer on any third party any benefit or right to enforce any provision thereof.