

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

1. Ownership of Records

- 1.1. The donor 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 donor confirms that he/she is free to donate the records to SILAS without breaching the rights (including copyright) of any third party.
- 1.3. The donor confirms that by donating the records to SILAS he/she gives up any rights to them, subject to any restrictions set out in the donation agreement.
- 1.4. By entering into the donation agreement the donor assigns any copyright in the records vested in him/her to SILAS, unless otherwise stated in the donation agreement.
- 1.5. Ownership of such records and all associated rights and responsibilities are transferred by the donor to SILAS.

2. General

- 2.1. SILAS reserves the right to return records of no historical interest or to transfer them to a more appropriate repository.
- 2.2. SILAS will not reveal details of the donor to third parties without his/her consent.
- 2.3. The donor 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 arranged by SILAS or in a repository third party designated by 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 reserve the right to create copies of the records donated in any format, subject to current copyright law.

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 donation agreement or any statutory restrictions or periods of closure, the records will be made freely available to bona fide researchers at SILAS or at the repositories' facilities.

- 5.2. The records may be loaned to other institutions for the purposes of temporary exhibitions at the discretion of SILAS.
- 5.3. Consultation of records will be in a supervised reading room during advertised opening hours and in accordance with SILAS or its repositories' regulations for the use records.

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 donated to SILAS will be granted by SILAS directors or designated officers or staff, unless stated otherwise in the donation agreement.
- 6.3. SILAS reserves the right to publish donated 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 donor will not be individually acknowledged, unless otherwise stated in the donation 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. Legal

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