



Donating to The Brass Bands Archive

Introduction

Brass Bands England (BBE) gained custodianship of the National Brass Band Archive in 2018 who renamed it The Brass Bands Archive in 2021. The arranging, listing, cataloguing and repackaging of the archive materials was overseen by BBE before it was transported to Heritage Quay, University of Huddersfield, in 2021 where it is on deposit. The Brass Bands Archive is responsible for collecting, storing, preserving and presenting materials relevant to global brass band heritage. The collection focuses on items of cultural and historical significance.

Rationale

BBE will accept any records which fall under The Brass Bands Archive's Collecting Policy which you can find on BBE's website.

The Brass Bands Archive **does** accept:

- Original full scores of music arranged for brass bands
- Original audio-visual materials (e.g. vinyl records, CDs, DVDs, recordings of music/contests)
- Original photographs of bands, contests and bands persons only when they have a proven provenance
- Original published print materials related to brass bands, brass banding history and notable bands persons (e.g. books, journals)
- Original material related to brass band contests (e.g. programmes, registration cards of nationally significant performers)
- Other original materials deemed culturally and historically significant by BBE

The Brass Bands Archive **does not** accept:

- Musical instruments
- Trophies and awards
- Band uniforms
- Items in a poor physical condition which prohibits public access (where the cost of the necessary conservation treatment is disproportionate to their historical value)
- Duplicate material already in the collections (unless it is an original which will replace a photocopy already held in the collections)
- Reproductions of materials from other archives
- Photocopies of original materials

The Brass Bands Archive is a research resource which follows professional archival standards and the University of Huddersfield's Archives Collections Management Policy, so it does not function like a museum or a lending library. However, BBE will independently take donations of other culturally and historically significant materials relating to brass bands which would be considered appropriate for future public displays and exhibitions. These donations will not be accessioned into The Brass Bands Archive, nor will they be stored at the University of Huddersfield, but they will be kept at the BBE office under the supervision and care of BBE staff.

Donating Your Records

A donation of records to The Brass Bands Archive is a collection of materials for which legal title is transferred from one party to BBE without compensation. If you would like to donate your records to The Brass Bands Archive, you should first contact BBE via email (info@bbe.org.uk) to discuss whether your collection falls within The Brass Bands Archive's Collecting Policy. In your initial email, please give a brief description of what you have in your collection including: the contents, volume, formats included and any existing lists of the records. You can also send an email with any preliminary questions you may have before sending a description of your records.

If it is decided that your collection does fall within The Brass Bands Archive's Collecting Policy, BBE will arrange a date and time for you to drop off your collection at the BBE offices where it will be sorted then transported to the University of Huddersfield. If it is decided that your collection does not fall under The Brass Bands Archive's Collecting Policy but BBE are interested in your collection for display and exhibition purposes, BBE will arrange a date and time for you to drop off your collection at the BBE office. You will need to read and agree to the terms and conditions by completing and signing the below Donation Agreement on the day the records are delivered to BBE. Once the form has been signed by both parties, you will be provided with a copy of the form as a receipt of the donation.

In any instance where a donor's collection does not fall within The Brass Bands Archive's Collecting Policy or is not to be taken in by BBE, BBE will give advice on other archives or organisations to approach. If only some of your records are acceptable for donation to The Brass Bands Archive, you may wish to keep your collection of records intact. In this case, you may think about approaching a music library, an appropriate museum or your local authority archive to donate your collection.

Your Records in The Brass Bands Archive

Once donated to The Brass Bands Archive, your records will be deposited with Heritage Quay at the University of Huddersfield, who will:

- Make your records available to the public in a supervised Research Room in Heritage Quay, the University of Huddersfield
- Store your records securely in our environmentally controlled repository
- Preserve your records and carry out conservation work, as required and as funds allow
- Catalogue your records as part of our cataloguing programme and make the catalogue available on our website
- Administer your records in accordance with data protection and copyright legislation



Brass Bands
England

Donation Agreement

This Agreement formalises the agreement for the donation and transfer of ownership between “the Donor” and Brass Bands England (“BBE”).

DONOR DETAILS

Name:

Address:

Telephone Number:

E-mail Address:

COLLECTION DETAILS

Title:

Covering date(s):

Extent of Collection/ Quantity:

Description of the collection (please include material content, media, format and details of existing lists):

Provenance and Context:

BBE DETAILS

Contact: Brass Bands England

Address: 12 Maple Industrial Estate, Stock's Lane, Barnsley, S75 2BL

Telephone Number: 01226 771015

E-mail Address: info@bbe.org.uk

COPYRIGHT

Are you the owner of the Copyright/Intellectual Property Rights of this material?

Please circle one of the following options:

Yes **No** **The copyright is owned by:** _____

If **Yes**, please tick one of the following options:

- I / We own the copyright and wish to donate it to BBE
- I / We own the copyright and give BBE permission to manage it on my/our behalf for reprographics (including commercial/non-commercial publication), exhibition, loan, and promotional purposes without the need to contact me
- I / We own the copyright but must be contacted by BBE on every occasion it is requested to be used (for reprographics/ exhibition/loan, except for reprographics for research/educational purposes as exempt from copyright, etc.)
- I / We own the copyright but do not wish to donate it because:

TERMS AND CONDITIONS OF DONATING TO THE BRASS BANDS ARCHIVE

1. Introduction

1.1. This agreement is made between the donor whose details are set out in the Donation Agreement (“the Donor”) and Brass Bands England, 12 Maple Industrial Estate, Stock's Lane, Barnsley, S75 2BL (“BBE”).

1.2. The purpose of this agreement is to summarise the mutual understanding of the Donor and BBE in relation to a donation of material made for the benefit of The Brass Bands Archive.

1.3. BBE is a registered charity in England and Wales, number 1148331.

1.4. This agreement is made subject to the following policies: The Brass Bands Archive Collecting Policy and The University of Huddersfield’s Archives Collections Management Policy.

2. Terms of Donating Material to The Brass Bands Archive

2.1. The Donor agrees to make a donation to BBE of the records detailed in the Donation Agreement (“the Records”) for the purpose of enhancing The Brass Bands Archive’s archive collections and making the Records available for research at Heritage Quay, the University of Huddersfield, Huddersfield, HD1 3DH (“the Purpose”).

2.2. The Donation Agreement must be signed by the Donor and BBE on the day the Records arrive at the BBE office.

2.3. Upon arrival at BBE, responsibility for and ownership of the Records shall pass to BBE absolutely for BBE and the University of Huddersfield’s own use and benefit. BBE and the University of Huddersfield shall use and display the Records as it sees fit provided that this is consistent with the Purpose.

2.4. The Donor understands that BBE will not return the Records once it has been accepted in accordance with this agreement and in good faith.

3. Digital Records

3.1. Digital records will be stored in a managed digital preservation environment by the University of Huddersfield who reserve the right to electronically store,

archive, copy, distribute or migrate the digital object for preservation purposes and to ensure future accessibility.

4. Preservation

4.1. The Records will be made available for consultation in a supervised research room at Heritage Quay and will be stored in secure accommodation under conditions which broadly conforms with the British Standard specification on the storage and preservation of archives BS4971:2017 and BS16893:2018 or any modification thereof or reasonably equivalent standard.

4.2. The University of Huddersfield shall use reasonable endeavours to ensure that it employs a properly qualified Archivist.

4.3. The University of Huddersfield agrees to catalogue, preserve and keep secure the Records and to update the catalogue in the event of new Records being deposited by BBE.

4.4. The University of Huddersfield will take all reasonable precautions to preserve the Records from theft, damage or loss howsoever sustained and shall be liable for any theft, damage or loss sustained as a result of the university's negligence and/or the negligence of their employees or agents but will not be liable for any damage to them outside of the university's reasonable control, during periods of access or display, or when temporarily withdrawn.

5. Conservation

5.1. BBE and the University of Huddersfield may at their discretion photograph or otherwise copy or reproduce the Records either digitally or physically, provided that such use does not in any way damage the Records. Where new intellectual property rights are created in the copies, such intellectual property shall be the property of the body which creates the digital surrogate, either BBE or the University of Huddersfield.

5.2. BBE and the University of Huddersfield may at their discretion carry out such work in regard to the conservation of the Records as may from time to time be considered desirable and practical by the University Archivist.

5.3. BBE and the University of Huddersfield may at their discretion withhold or limit public access to Records in a fragile condition until such time as all practical and necessary measures to conserve them have been carried out.

6. Listing

6.1. The Records will be listed and catalogued to a level and in a manner appropriate to their nature and number as part of BBE's responsibility to make The Brass Bands Archive accessible. This will include numbering the Records (including any new Records donated) with a finding reference for their identification. The copyright in all such lists once imported into CALM archive collections management software and any finding aids created thereafter will belong to the University of Huddersfield.

6.2. A copy of the catalogue will be provided in due course free of charge to the Donor and to such persons or bodies as BBE and the University Archivist considers appropriate. This may be provided either in hard copy, or digitally.

7. Access

7.1. At the reasonable discretion of the University Archivist, Records will be made available free of charge to researchers in the Research Room unless in the University Archivist's reasonable opinion the records are too fragile or are insufficiently catalogued in order for them to be made available safely. Records will also be made available for research free of charge to the Donor, and to such other persons as the Donor may from time to time nominate.

7.2. Consultation of Records will be in the supervised Research Room of Heritage Quay during its advertised opening hours and in accordance with regulations governing the use of papers adopted by the University of Huddersfield from time to time which are available on its website.

8. Obligations of the Donor

8.1 Apart from where indicated in the Donation Agreement, the Donor confirms that they are the sole owner of the Records and knows of no third party who may have a right or claim in the Records.

8.2 For the avoidance of doubt, the Donor confirms that they understand that philanthropic support, including the donation of the Records, will not influence the University's academic freedom or decision-making processes.

8.3 In the event that BBE ceases to exist as an autonomous organisation, Donations will remain within the control of the University of Huddersfield.

9. Publicity, Publication, Exhibition, Copyright and Data Protection

9.1. Publicity: BBE and the University of Huddersfield will make reasonable efforts to gain exposure in recognition of the Records in the press as well as including the story on appropriate websites and social media channels.

9.2. Exhibition and Lectures: Records may be used for exhibitions or to illustrate talks and lectures by BBE and the University of Huddersfield. They may be displayed in original or copy form at the discretion of the University Archivist.

9.3. The Donor must secure the approval of BBE and the University of Huddersfield prior to releasing into the public domain any articles, press releases or other materials which make reference to the Records.

9.4. Where the Donor has declared it on the Donation Agreement, BBE will manage copyright permissions in line with the wishes described by the Donor, provided that requests for copies or use do not exceed the proportions set out in current Copyright legislation nor constitute a whole document.

9.5. BBE shall become a data controller for the Records and shall ensure compliance with Data Protection legislation and any subsequent legislation relating to access to the Records. This responsibility will be transferred to the University of Huddersfield once the Records are stored there. The Donor shall cooperate with BBE in identifying personal data and shall not object to any measure that BBE deems necessary on the grounds of Data Protection.

10. Entire Agreement

10.1. This Donation Agreement contains the entire agreement of the parties with respect to the subject matter of this Donation Agreement and cancels and supersedes all prior agreements between the parties.

10.2. This Donation Agreement shall be binding and cannot be reversed.

10.3. Nothing in this Donation Agreement shall be construed as constituting or be deemed to constitute a partnership or joint venture between the parties.

10.4. This agreement has been entered into on the date the BBE sign the Donation Agreement.

10.5. Notwithstanding any other provision of this Donation Agreement, none of the terms of this Donation Agreement shall be relied upon or enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party who is not a party to

this Donation Agreement. This provision will not affect any rights or remedies available to a third party apart from the aforementioned Act.

10.6. The construction, validity and performance of this Donation Agreement shall be governed in all respects by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts with regard to any claim or matter arising in connection with this Donation Agreement. The parties agree to consider the use of mediation or other alternative dispute resolution service to resolve any dispute arising from this agreement but are not prevented from resorting to litigation.

I have read and understand the terms and conditions. I confirm that I agree with them and I have the legal right to deliver this material to BBE.

Signed by donor:

Date:

Records received by BBE in accordance with the details of this form.

Staff Name:

Staff Signature:

Glossary

Accession - The materials physically and officially transferred to a repository as a unit at a single time.

Acquisition - Materials physically and officially transferred to a repository as a unit at a single time.

Archive - A physical or digital collection of historical records.

Archivist - A professional with expertise in the management of records of enduring value.

Collecting Policy - Guidelines for selecting materials for the repository's collection that supports its mission.

Conservation - The repair or stabilization of materials through chemical or physical treatment to ensure that they survive in their original form as long as possible.

Custodian - The person or organization holding and responsible for the care of archival and other cultural materials.

Deposit - To transfer records or other materials to a repository without transfer of title.

Digital surrogate - A digital copy of an analog record.

Disposal - The transfer of records, especially noncurrent records, to their final state, either destruction or transfer to an archive.

Donation - Material for which legal title is transferred from one party to another without compensation.

Donation Agreement - a written agreement that serves as the formal expression of the terms of a gift to a repository, including the terms of the transfer of ownership of records and/or intellectual property rights.

Donor - An individual or organization who gives property or money to another without reciprocal compensation.

Loan - The temporary transfer of materials from one party to another.

Preservation - The professional discipline of protecting materials by minimizing chemical and physical deterioration and damage to minimize the loss of information and to extend the life of cultural property.

Record - Data or information stored on a medium and used as an extension of human memory or to support accountability.

Reproduction - A duplicate made from an original; a copy.