

THE SYDNEY ARCHDIOCESAN ARCHIVES (SAA)

Agreement of Researchers When Accessing the SAA Collection

I, of
(postal address and phone) (**You**) intend to use the archives collection handled by the SAA (**Archives**) for the following purpose:

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.....
.....
..... (Purpose).

Background

- A SAA is a church administration resource. SAA is not a public facility, as for example, a public library or a public funded archive. SAA is not resourced by a government or public organisation or accountable to legislation applying to those organisations. The Chancellor of the Archdiocese of Sydney (**Chancellor**) has overarching responsibility for the SAA and the Archives.
- B The Archives consist of works created by the administration of the Archdiocese since its beginnings. Public access is a privilege not a right.
- C Many of the documents in the Archives are unique and of special value to the Catholic Church in Australia. Access is limited and restricted with the safety and value of the documents requiring special care, treatment and handling.
- D An archive by its very nature is not a library, and therefore, access is not on the basis of ready and open access. The Archives arrangement is according to context and function, and therefore, the method of procedure for access is different from that of a library which is by subject. An archivist as a professional works with the researcher as a guardian of the records and also the conduit for access by a researcher. The Chancellor makes the final decision in relation to access by any person to the Archives and in relation to access to any particular work at the Archives.
- E. To ensure the preservation of the Archives, researchers must comply with the following conditions when using the Archives.

Conditions of Access

In consideration of being granted access to the Archives, You agree and acknowledge that You will only use the Archives (including any reproduction of any work from the Archives) for the Purpose and will comply with the following terms and conditions.

- 1 The Chancellor may, in his absolute discretion, refuse You access to the Archives or access to particular works in the Archives for any reason whatsoever. Access to archival records that are

in poor or fragile condition or contain confidential, sensitive or personal information may be refused.

- 2 Except as expressly provided in this agreement, the materials in the Archives, including all information, graphics and text, may not be reproduced, copied, edited, published or transmitted in any way without the Chancellor's express written permission, and SAA does not grant any express or implied right to You in respect of any of its (or related Catholic associations or agencies) trade marks, copyright or other proprietary information.
- 3 Other marks and logos mentioned in works in the Archives may be the trade marks of other persons or entities. You must not use, modify, or permit the modification of any of the trade marks in any way.
- 4 You agree not to publish or use material obtained from the Archives that may cause embarrassment or damage to any person. You assume full responsibility for use of Archive material and for complying with the laws of defamation, privacy, confidentiality and copyright.
- 5 Access to personal information concerning any priest or seminarian not in the public domain is only accessible with prior written permission from the Chancellor.
- 6 No document or other material can be copied without the permission of SAA which may be withheld for any reason whatsoever. No photocopying of material dating pre 1900 is allowed.
- 7 If permitted, photocopying of original material is only to be done by SAA staff. Approval by the SAA for one copy of an Archive work does not constitute approval to make another copy of the copy supplied by the SAA.
- 8 Before You publish or authorise any other person to publish any material of a controversial or sensitive nature researched in the Archives, You must make that material available for the Chancellor's perusal.
- 9 If you use or reference any work from the Archives in any research publication, You must acknowledge the SAA according to accepted academic referencing procedure in a full and detailed manner. The Archivist should be consulted as to the precise form of citations.
- 10 You must acknowledge any photographs sourced from the Archives including full details of the source as close as possible to the reproduction i.e. directly underneath the actual image or picture.
- 11 You agree to provide SAA with a copy of any work created by You which is the result of (or contains any) research obtained from the Archives at no cost to SAA.
- 12 You agree to release and hold SAA harmless from any claim, cost, demand, liability or damage (including legal costs on a full indemnity basis) against You arising out of or in connection with your use of the Archives, publication of information sourced from the Archives or infringement of any intellectual property or other right of any person or entity. SAA accepts no responsibility for any infringement of copyright or other law which You may commit in making use of Archives material.

- 13 You agree to indemnify SAA against any loss, damages or expenses incurred by SAA arising from a breach, by You, of these conditions.
- 14 All Archive material must be handled with care and must not be written on, leant on, or folded. No document or other material is to be marked or interfered with in any way. Use of pencils (rather than pens) is required at all times.
- 15 You may use laptop computers, but cameras, scanners and other electronic retrieval devices are not permitted.
- 16 No documents and/or other material are to be removed from the premises without SAA's express permission.
- 17 Smoking, drinking or eating in the direct vicinity of the collection is not permitted.
- 18 Fees for use and for photocopying are:
- Professional use \$60.00 per hour;
 - \$45.00 research fee (for detailed on-site research assistance performed by SAA staff, ie the staff member conducts research him or herself);
 - \$27.00 for assisted research (for SAA staff making arrangements for researcher to conduct his or her own research activity and on-site research assistance from SAA staff, ie the staff member assists the researcher to locate requested items);
 - user's fee (initial visit) \$30 and (subsequent visits) \$20; and
 - photocopying is 50 cents per A4 side.

All charges include G.S.T.

SIGNED: _____

DATE _____