

THE DEPOSIT AGREEMENT IN ARCHIVAL COLLECTION DEVELOPMENT

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ABSTRACT: The article analyzes the results of research on the usage of deposit agreements and their impact on collection development. It is based on a survey response from 135 archival agencies. It includes examples of institutional experience as well as suggested elements of a deposit agreement. Many archivists and archival repositories use deposit agreements to acquire collections when the owner is reluctant to relinquish title through the standard deed of gift. A survey of selected archival repositories illustrates a diversity of practice regarding the extent of usage and types of arrangements. The arrangements are variously designated as semi-permanent, open-ended, timed, or otherwise modified. To provide guidance to those considering using deposit agreements in their programs, the author discusses fourteen possible elements of a deposit agreement. Depositories contemplating their use are urged to seek legal counsel. The deposit agreement is a viable tool for collection development which archivists should use with caution.

A formal deed of gift transferring full ownership of papers or records is the normal conveyance document used by archivists and manuscript curators. Many archivists and institutions use no other methods of documenting accessions. Although the deed is a versatile document, it does not serve all situations which confront the archivist in acquiring records of active organizations such as churches, unions, businesses, and, to a lesser extent, the papers of individuals. In these cases, deposit agreements have met the needs of donors unwilling or unable to relinquish title to records and an archives desiring to acquire them.

To assess the nature and use of deposit agreements, the author conducted a survey of archival repositories in 1984. For the purpose of the survey, a deposit agreement was defined as "a formal written arrangement whereby an individual or an organization, not institutionally related to the depository, places records in the care of a repository on an on-going basis but retains legal title to the records."¹ The objective of the survey was to gather information on the use, legal aspects, and continuing problems of management and operation of deposit agreements and their impact on collection growth.

Survey questionnaires were sent to two hundred repositories throughout the United States. The repositories were selected on the basis of the possibility that they held records on deposit. This was determined primarily by an assessment

of the nature of their holdings as listed in guides, including the *National Union Catalog of Manuscripts Collections*, or summarized in the National Historical Publications and Records Commission's *Directory of Archives and Manuscripts Repositories*. Emphasis was placed on archival repositories which held the records of organizations since they generally constitute the most readily discernible deposited collections. Institutions contacted included college or university archives, manuscripts repositories, state and local historical societies, state and local archives or libraries, and special collections. A statistical summary of survey respondents is presented as Table 1.

The deposit agreement is used primarily by archivists in the acquisition of records of organizations that are still active.² The nature of organizations creates a problem for archivists and for organizations. The archivist is generally conservative and cautious as well as concerned with the preservation of records for future historical research. Organizations are on-going. Their officers

TABLE 1
SURVEY STATISTICAL RESULTS

Survey Contacts	200
Survey Respondents	135
Respondents with Deposit Agreements	72
Respondents without Deposit Agreements	63
Types of Agencies with Deposit Agreements	
College and University Archives and Manuscript Repositories	44
State and Local Historical Societies	9
State and Local Archives or Libraries	9
Special Collections	6
Museums	1
No identification	3
Policy Statement or Form	
Formal Policy Statement	27
Form	43
(NOTE: Forty-seven respondents provided copies of forms or sample agreements; however, several specified that their depositors not be identified.)	
Number of Deposited Collections Held	
10 or less	40
11 to 50	14
50 or more	10
No response	8
Volume of Deposited Collections Held	
100 cubic or linear feet or less	18
100 to 1000 cubic or linear feet	23
1000 or more cubic or linear feet	20
No response	20

have duties and responsibilities which are usually defined in constitutions, by-laws, articles of incorporation, or other documents. Various concerns face officers of organizations as potential donors. They have a dual responsibility to maintain records for their organization for current use and to preserve them for future use. Also important is the question of whether officers possess the authority to dispose of the organization's records. Of course, most organizations do not have a basic document or policy statement that addresses the question of records disposition, which is often a matter of an officer's personal judgment. If the officers are conservative, and they often are, they will not easily relinquish title. The archivist must first resolve the question of who has the authority to transfer custody of an organization's records.

Additionally, many donors are not familiar with archival procedures, and if they are, they may be ill at ease with such processing and appraisal activities as weeding and periodic reappraisal. As prospective donors, officers of active organizations must consider carefully whether records placed in an archives will be preserved in perpetuity or whether they might fall prey to some future reappraisal.

The origin of deposit agreements lies in the necessity to meet specific needs and unique situations. Such agreements take different forms incorporating a variety of elements. The agreements may include letters of deposit, negotiated formal agreements, or other *ad hoc* forms.

The basic points which are necessary to consider in a deed of gift are also found in most deposit agreements. Trudy Peterson outlined the possible elements of the deed in 1979.³ As a basic contract, they should both identify the donor and the recipient as well as describe the materials conveyed. Salient information concerning copyright, access and restrictions, authority to dispose of unwanted materials, and the question of additional gifts may also found in deposit agreements.

Some archivists are opposed to the use of deposit agreements because of potential problems inherent in the acquisition and the maintenance of materials for which the institution lacks title, but shares responsibility. Moreover, the deposit agreement presents a continual monitoring problem. The legal offices of some institutions prohibit or limit the use of deposit agreements because of their cost and/or other problems. The nature of such agreements, in that they involve the deposit of someone else's property, suggests the potential of loss by the withdrawal of the materials by a dissatisfied depositor. The result, of course, would not be limited to the loss of the records but would also include the loss of staff time and supplies devoted to the arrangement and description of the deposited collection. There is also the possibility of a loss of prestige which can attend the removal of a deposit, especially if the institution had included it in a published guide. Many archivists will use no method other than a deed of gift or a variant such as a letter of transfer or gift. But many others have chosen the deposit agreement option in developing their collection program or as a means of preserving important resources.

Institutional Experience

The survey provided insights into the handling of deposit agreements. While the survey offered useful information, it also revealed an interesting diversity

of approach. Summaries of selected applications of the deposit agreement follow:

The *Cornell University Labor-Management Documentation Center* uses deposit agreements which provide for permanent deposits. They have acquired at least fifteen collections and over three thousand linear feet of union records using this method. Besides agreeing to a permanent deposit, donors permit the scholarly use of the records by researchers including the right to cite and publish. The institution agrees to inform the donor about a pending disposal of any records so that they might be reclaimed. In the event of the removal of most or all of the files, the donor agrees to reimburse the institution for costs it incurred in handling, storing, or microfilming them.⁴

The *University of Georgia* has used deposit agreements to acquire at least seven collections, including both personal and organization records. Their document is called a "loan agreement," which is essentially a timed deposit. It provides for a five year period of deposit. If the depositor fails to claim the records at the termination of the agreement after appropriate notice, they become the property of the institution. The deposit arrangement can be terminated after one year by either party after providing a thirty-day written notice. If a depositor gives notice of an intention to withdraw the records, the university has the right to copy part or all of the collection and make it available to researchers.⁵

Two repositories at the *University of Illinois* have deposit agreements which were developed to meet specific situations. The *University Archives* negotiated an agreement with a major professional organization that was a timed deposit which could be renewed by mutual consent and could be terminated by either party after one year's notice. The agreement contained twenty-five points and included a listing of the types of records to be preserved. Among the most important provisions were that restrictions were to be mutually approved; the depositor would pay the expenses accrued in the arrangement including shipping, processing, and the cost of withdrawal; and the university would develop a plan for the transfer of additional non-current records with research value. Other points concerned amendments and liability for possible loss.⁶

The *Illinois Historical Survey* of the *University of Illinois Library* negotiated a deposit agreement with a midwestern branch of a religious organization which was, in effect, a semi-permanent deposit. The institution agreed specifically to identify storage boxes as the property of the donor; create an inventory; microfilm the records for the depositor and maintain the master negative; and affirm that it would not dispose of the files. Interestingly, the depositor could withdraw the records if the university did not meet the above conditions, but only after notifying the university and allowing six months for correction of the problem. If the problem was not corrected the depositor was required to declare its intention to withdraw at least one month prior to actual withdrawal. In addition, the depositor could withdraw its records after five years, only after reimbursing the university for processing, maintenance, microfilming, and overhead expenses to be negotiated at the time of withdrawal. It should be noted that university officials allowed the library to enter the agreement without a provision that would allow the institution itself to withdraw.⁷

The *University of Alaska, Anchorage* has used deposit agreements to acquire

twelve collections of about 150 cubic feet. The basic document is considered a draft to be used for discussion between depositors and the archives. The draft, used for records of businesses, organizations, and institutions, provides for a semi-permanent deposit of records and allows for periodic additions. The depositor has the right to withdraw the records if the university does not meet its obligations, but only after giving ninety days to correct the problem. After five years, the depositor can withdraw the records for other reasons but must reimburse the university for processing, maintenance, and overhead costs, and must permit the university to copy the records, retain the copies, and allow their use and publication. The amount of reimbursement would be negotiated at the time of intended withdrawal.⁸

Emory University's policy differentiates between permanent and temporary deposits; the former are covered by a provision for eventual transfer of title, while temporary deposits are permitted for records possessing historic or intrinsic value which probably will be donated in the future. The policy provides for the maintenance of a separate record of temporary deposits which is reviewed annually. The donor may remove the temporary materials after both parties document their return. Emory University has negotiated several agreements aimed at the eventual gift of papers to the university. In one, papers were divided into two classes: one to be opened at the death of the donor and the other to be closed until twenty years after the donor's death. The university had the authority to dispose of materials without historic value after giving notice to the donor. The donor released the university from any claim of loss or damage from fire, deterioration, and so forth while in possession of the university.⁹

The *Moorland-Spangarn Research Center of Howard University* has used deposit agreements extensively in its program of acquiring both personal papers and organizational records. Deposited holdings include more than fifty collections encompassing more than three thousand linear feet. A four-part deposit agreement is negotiated with organizations desiring to establish an archives in the Center. Written permission of the depositor is required for access by persons other than the depositor or the institution's staff. Single copies of documents are available to those with permission but the Center can copy part or all of the collection for security and preservation. Future additions are governed by the same agreement. Conditions concerning cost-sharing can be negotiated and added to the document. The Center uses a similar document for personal papers. It includes the same clauses on copying, access, and additions; but establishes a minimum term of deposit of no less than ten years. In addition, the depositor agrees to give the title to the institution in a formal deed of gift and to provide for the transfer of the records at the time of death in a will.¹⁰

The *Presidential Libraries* system utilizes deposit agreements when it is not possible to acquire a collection through a deed of gift. Both parties must agree to provisions on processing, the right of the depositor to examine his or her papers, restriction of access to confidential records, removal of restrictions, disposal of files without permanent value, the depositor's retention of copyright, exoneration of liability for damage due to deterioration or catastrophe, and the right to add papers. A major factor is the requirement that the depositor must enter the arrangement with the specifically stated intent to deed the

papers to the United States in the future. This type of agreement is essentially designed as a temporary arrangement prior to the signing of a formal deed of gift.¹¹

The *Clark Historical Library of Central Michigan University* has developed both a loan policy and a loan agreement. The Library holds two collections on loan. The Library declines liability for loss or damage beyond its control. The records can be used for research, exhibit, or publication without restriction. Unless otherwise stated, a notice of one year has to be given before a collection may be withdrawn. Deposits of more than one year require the approval of the Library's Governing Board.¹²

The *New England Historic Genealogical Society* has developed a deposit policy which accepts archives of active organizations. The Society agrees to provide an archivally secure environment for the records and encourages the depositors to open at least part of their files for research. However, the Society does not undertake the functions of arranging the papers, providing reference service or determining conditions of access. The depositor also has the right to withdraw the records at its pleasure.¹³

Philip P. Mason of *Wayne State University* has developed an agreement form for acquiring local labor union records. The document contains fifteen clauses: the depositor retains ownership of the records; assumes the cost of transfer of the records to the depository, and from it if the records are removed; and designates a contact person who will answer questions regarding the records and authorize access to them. The institution will create a checklist of the records prior to transfer, estimate the time needed to prepare a guide, process the records and maintain their integrity, create a folder level inventory and a descriptive guide, provide various types of reference service, and assume storage and staff costs. The records are closed until after they are organized and a guide is prepared. When they are ready to be opened, an agreement can be negotiated on a period of closure and restrictions, exclusive of published materials. The agreement can be amended with the approval of both parties. The depositor may withdraw the records after providing reasonable notice. The depositing organization will compensate the institution if the latter did not cause the withdrawal; such compensation would include costs of labor, supplies, and storage.¹⁴

The foregoing examples indicate that deposit agreements result from variations on a standard deed of gift as well as from institutional idiosyncracies. It is apparent that a number of archives have used a deposit agreement successfully to build their collection. For a few, it is a primary method of acquisition. For others, it constitutes a means to acquire collections which are otherwise unattainable. The deposit agreement concept has been molded by archivists involved in institutional development to fit their perceptions and their desire to obtain certain collections. Since there is no standard format for deposit agreements, the following commentary is presented to summarize elements found in many such documents and suggest other possible elements for those considering their use.

Agreement Elements

Statement of Deposit: This is the essential element. The agreement must state that the depositor is placing the records on deposit in the designated archives.

This statement should identify both parties and indicate that legal title to the records remains with the depositor.

Transfer of Custody: The depositor places the records in the custody of the archives. Both parties agree to the transfer and set the conditions of the deposit.

Nature of the Deposit: Is the deposit to be semi-permanent, open-ended, have a specific time limit, or involve some other arrangement? Deposit arrangements may be classified as 1) semi-permanent: material deposited may be withdrawn only for specific reasons; 2) open-ended: agreement is in force with no time limit and both parties can terminate the agreement; 3) timed: the agreement is in force for a specifically defined period; or 4) variations on the preceding arrangements.⁵ Some archival repositories use deposit agreements only as a temporary arrangement prior to the donor's gift of the records, while others negotiate semi-permanent arrangements. In the case of semi-permanent deposits, the depositor may be given one or more options for withdrawal. Open-ended agreements allow either or both parties to terminate.¹⁶ Procedures for termination may include written advance notice, formal requests, and/or mutual agreement. Timed deposits should indicate a specific period of years for the life of the deposit. Usually these can be extended by mutual consent.

Responsibility of the Institutions: Before undertaking the use of a deposit agreement, archivists should be aware that they are making a long-term commitment and investment which may prove expensive. Such terms as "preservation," "organization," or "arrangement" should not be used carelessly. These considerations must be made at the time the procedure is adopted. The deposit agreement should indicate the basic responsibilities of the archives. Usually these include at least security and preservation and may also provide for the organization and description of files. The institution may also promise to provide reference service to the depositor as well as an inventory of the contents of a collection.

Responsibility of the Depositor: The document should identify any rights and duties of the depositor. In addition to the deposit and transfer of custody, the deposit agreement may also provide for periodic additions, a sharing of costs, a sharing of publication or copyright, a prerogative to withdraw the files, or other pertinent provisions. These provisions should be determined by the archival institution prior to beginning an acquisition program utilizing deposit agreements. The depositor should act in good faith and not enter an agreement merely to obtain temporary storage or free processing.

Reason for the Deposit: The document should state why the deposit is being made and why it is accepted, e.g. the records are being deposited and accepted to make them available for research, and/or they are being deposited and accepted in order to provide for their preservation and security.

Access: The agreement should state who can use the records and under what conditions they may be examined. Depositors often desire to have a statement included allowing them access to their records during regular business hours. They also may want the right to copy their records or to borrow specific files. Some agreements specify the right of the institution's staff to have access to the deposited records in the performance of their custodial function, or, in other cases, to use material from the records in exhibits. Since archives exist to preserve documents for scholarly use, the agreement should in some way present this concept, such as including a statement that the records are being acquired in order to make them available for research. Some depositors, however, have

requested that they be informed as to who is using their records, while others are satisfied if access is carefully monitored by the archives staff. In a few cases, a special access form is used or a written request for access required. The archivist, who has a professional responsibility to make records available to researchers, should strive for the greatest possible degree of accessibility acceptable by the depositor.

Restrictions: Reasonable restrictions on access desired by depositors should be accepted.¹⁷ If confidential records are included in a deposit, the archivist ethically is bound to limit access. This is also true of personal papers which might be closed for an extensive period of time. The matter of reproducing and publishing from the records is very important to researchers, and therefore, for the repository. If there is a special procedure established for obtaining permission to quote or publish, it should be made clear in the agreement.

Withdrawal: Repository policy must establish the parameters of an acceptable deposit. The nature of deposits of personal papers or organizational records suggests their transitory or temporary status. An institutional investment both in processing and applying basic conservation measures should not be taken lightly. Deposits with time limits and those which allow either or both parties to end the agreement are precarious. A few institutions protect themselves by requiring the depositor to bear all or part of the costs of the transfer, processing, and preservation. Some use an agreement which requires the depositor eventually to deed the records to the institution. Others use agreements which allow the institution to copy the collection after receiving notice of an impending withdrawal. A deposit agreement should identify a process or procedure for withdrawal by the depositor; but, if possible, its cause should be restricted to a possible breach of the agreement by the institution. This might involve, for example, a failure to maintain confidentiality, damage or loss through improper handling, or a violation of a specific condition. One procedure requires the depositor to inform the archives of a problem and then allow it a span of time to correct the error; failure to do so may then result in withdrawal. Finally, timed deposit agreements should specify a means to extend the agreement after its expiration.

Duplicated and Undesired Records: An archival repository should consider including a clause providing for either the return to the depositor or destruction of duplicated or unwanted records.

Amendments or Modifications: Developments may occur over a period of time which necessitate a modification in the deposit agreement. This is one reason why some documents are timed deposits. Repositories should consider including a clause in their agreement which would provide for amendment or modification of the agreement.

Costs: Since a deposit requires a commitment by the institution of staff time, space, supplies, and services, it is not at all unreasonable that some archives seek a full or partial, direct or indirect, monetary commitment from a depositor.¹⁸ The problem of a potential withdrawal should be faced since such a loss could have a very negative impact on the archives. Cost factors to be considered in an agreement may include any or all of the following: shipping the records; salary of processing staff; archival and conservation supplies; shelving costs; inventory preparations; microfilming; storage for the entire period of the deposit; duplicating the collection if withdrawn; and the costs of return of the collection.

Legal Scrutiny: Ideally, all deposit agreements should be examined by legal counsel for both parties as a necessary and mutually protective procedure.¹⁹ The management of deposited collections places an added burden on an archives. The staff must handle matters concerning restrictions on access to collections that it does not own. Mistakes in this area can result not only in a potential legal problem, but also in the loss of the collection itself. A deposit agreement is considered to be a contract governing the deposit and the maintenance of the records. In a few instances, repositories have developed policy statements outlining the parameters of an acceptable deposit agreement which may eliminate the necessity for a legal counsel to scrutinize every agreement. More useful, however, is the development of a draft deposit agreement containing all of the elements noted above, including an enumeration of the rights and duties of each party. From this draft, the archivist can negotiate with a degree of freedom with a prospective depositor without being constricted by a prepared form. Such a procedure is also less imposing to some depositors.

Signatures: Deposit agreements should be signed by representatives of both parties. The only exceptions to this are those few deposits which are documented in a letter of transfer. For the institution, the person or persons designated to accept or approve the deposit should sign; this may include the archivist. If the deposit is one of personal papers only the owner or owners need sign. For deposits of organizational records, however, the number of signatories is best determined by the organization. A witness is not always necessary, but it is desired by some archival institutions and depositors.

Conclusion

The research on deposit agreements summarized in this article has provided a perspective on the variety of their use in many types of archival repositories. There is a significant diversity in the degree to which archivists use them in developing their collections. Deposited holdings range from one or two collections to over fifty and from under ten cubic or linear feet to several thousand. The examples of deposit documents provided by the repositories were of great value to the study. It is clear that many essential elements used in preparing a deed of gift are also employed in the compilation of a deposit agreement. Nonetheless, there are many differences in application among different institutions.

The use of deposit agreements must be approached with caution. Pitfalls exist which have a potentially negative impact on a program including loss of a collection, a waste of time and effort, and the potential loss of prestige. These possibilities in part explain the limited use of the deposit agreement and opposition to using it.

The archivist considering the use of deposit agreements is well advised to examine current usage and to exercise care in the drafting of an agreement. In addition, it is advisable that the decision should involve input or approval at a higher policy-making level or, at least, by the repository's legal counsel. The elements suggested for possible inclusion in a deposit agreement should be weighed with respect to the needs of both the archives and the depositor. They are condensed from the documents submitted by various repositories with an emphasis placed on those repositories which concentrate on acquiring institutional and organizational records.

When used discreetly, deposit agreements have proven to be a successful acquisitions tool and of value in the preservation of institutional, organizational and personal records that otherwise would not be open for research or might ultimately be lost. Their success is a result of a commitment by archivists to archival principles and practices and to a desire to preserve and provide material for researchers. The deposit agreement constitutes a viable alternative to the deed of gift in archival collection development.


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FOOTNOTES

1. Survey cover letter mailed in Summer, 1984.
2. The nature of the holdings of repositories responding to the survey differed. Repositories were asked whether their deposited collections included the records of unions, churches, social/cultural organizations, political organizations, or family or personal (individual) papers. A large number were unable to provide this data. Institutions that could provide this data either had very few deposited collections or had a thematic collecting focus, i.e., held records of businesses, churches, unions, social/cultural or political organizations. The few with a thematic focus generally had over fifty collections on deposit. While the bulk of deposited materials were organization records, many repositories held a number of collections of personal papers on deposit.
3. Peterson, Trudy Huskamp, "The Gift and the Deed," *American Archivist*, 42 (Jan., 1979): 61-66. The author also refers to the common use of deposit agreements in the context utilized by Presidential Libraries, i.e., a temporary arrangement in contemplation of acquiring permanent title through the vehicle of a deed of gift.
4. Strassberg, Richard, Labor Management Documentation Center, Cornell University; n.d. The Center also provided two sample forms and documents: "Restrictions on the Use of Collections Donated to the Labor Management Documentation Center;" and "Memorandum of Agreement — Permanent Deposit."
5. Gulley, James Larry, Special Collections Division, University of Georgia Libraries; n.d. A sample "Loan Agreement" with a sample "Addendum" was provided.
6. Brichford, Maynard, University of Illinois Archives; n.d. The University Archives provided a copy of the agreement discussed in the paragraph.
7. Hoffmann, John, Illinois Historical Survey Library, University of Illinois at Urbana-Champaign; September 20, 1984. The Survey provided copies of two deposit agreements, including the one discussed here.
8. Walle, Dennis F., Archives and Manuscripts Department, University of Alaska, Anchorage. This information is based on "Deposit Agreement for Business, Organization, or Institution."
9. Matthews, Linda M., Robert W. Woodruff Library, Special Collections, Emory University; August 15, 1984. The Library provided two documents: "Agreement Regarding Historical Materials," and "Policy on Temporary Deposits."
10. Muse, Clifford L., Jr., Moorland-Spangarn Research Center, Howard University; n.d. The Center enclosed three sample documents: "Agreement Establishing Organizational Archives;" "Agreement of Deposit;" and "Deed of Gift."
11. Teichman, Raymond, Franklin D. Roosevelt Library; May 30, 1984. The procedures are outlined in the General Services Administration handbook, NAR P 1856.1 CHGE9 of December 22, 1978. The Library provided pages 3-16 of that document; excerpts from the GSA handbook, *Presidential Libraries*, and sample deeds from 1968, 1975, and 1984. Tissing, Robert W., Jr., Lyndon Baines Johnson Library; July 6, 1984. The Library also

provided a section of the "Draft Revisions of the Presidential Libraries Handbook" concerning deposit agreements.

12. Miles, William, Clarke Historical Library, Central Michigan University; May 30, 1984. The Library provided two forms entitled "Policy Regarding Loans," and "Loan Agreement."
13. Shipton, Nathaniel W., New England Historic Genealogical Society; n.d. The Society provided a copy of its "Deposit Policy."
14. This paragraph is based on "The Model Deposit Agreement" presented by Philip P. Mason at a session of the Society of American Archivists annual meeting in Washington, D.C., 1984.
15. Over forty percent of those responding to the survey had semi-permanent arrangements and an equal number had open-ended agreements. Four percent used timed deposits, and the remainder used other arrangements. Eight percent characterized their agreements as "permanent." Approximately twenty percent noted that they utilized different types of agreements depending on the situation.
16. About one quarter of the institutions with deposit agreements allow donor termination, slightly over one quarter allow either party to terminate, and approximately fifteen percent require mutual agreement. A few permit the archives to end the agreement unilaterally. Unfortunately, more than twenty-five percent did not respond to this question. Almost one quarter have had a deposit withdrawn. In some instances, no reason was given; others cited reasons such as family problems, a need for a better location, or dissatisfaction with the agreement.
17. Eighty-three percent permitted restrictions on access to deposited records. Restricted records were variously described as confidential, private, personal, secure, and sensitive. Among the restrictions were time closures ranging from ten to fifty years to all or part of the records; donor-approved access; donor approval of copying and publication; and in some cases, approval of the archivist for copying, access, or publication. Approximately one quarter of the respondents required donor approval for access, but less than ten percent had developed an access form. Almost sixty-five percent accepted confidential records including contemporary, personal, and sensitive files; legal files; contracts; and membership files.
18. One quarter of responding archives seek financial assistance from potential depositors. Most informally solicit such aid, while a very few incorporate provisions for it in the deposit document. In only one case did the agreement cover one hundred percent of the costs involved in acquiring, preserving, and servicing deposited collections; in others, it covered conservation, inventorying and/or processing.
19. More than half of the respondents had the agreement for each deposited collection approved by an attorney; almost one-third did not; the remainder did not respond. Only one institution had become involved in an adversary legal action with a depositor.



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