

# Northern Region Film and Television Archive Acquisition Policy

## Preamble

This policy statement defines the Archive's remit, objectives and the nature and extent of the activities it undertakes to fulfil its remit and objectives with regard to the acquisition of new moving image material for permanent preservation and access.

## I. Scope of Acquisition Remit

### Policy Statement

1. The Northern Region Film and Television Archive (hereafter NRFTA) will acquire any moving image and supporting material relating to the Northern Region of England.

### Definitions

1. 'Moving Image Material' means any record, however made, of a sequence of visual images, which is a record capable of being used as a means of copying or showing that sequence as a moving picture. This includes, but is not limited to, moving image films, television programmes and analogue or digital video images stored on any magnetic or optical medium.
2. 'Supporting' means non-moving image material which fulfils the criteria stated in Section 2, Policy Statement 1, below.
3. 'Relating To' means any of the following:
  - Photographed, in whole or in part, within the Northern Region of England;
  - Containing a fictional depiction of any physical location or within, or aspect of cultural life related to the Northern Region of England;
  - That one or more individuals involved in the production of the moving image material has a significant connection with the Northern Region of England. This may include (e.g., but not limited to) a screen actor who lives within the region, or actuality film which includes a political representative of The Region being interviewed;
  - That one or more organisations involved in or connected to the production of the moving image material has a significant connection with the Northern Region of England (e.g., but not limited to, Tyne Tees Television or Trade Films).
4. 'The Northern Region of England' (hereafter 'the region') means a geographical area defined as the counties of County Durham, Cumbria, Northumberland and Tyne & Wear and the metropolitan area which is commonly referred to as Tees Valley.

## II. Limitations of Acquisition Remit

### Policy Statement

1. The Archive will not acquire artefacts which are not moving image material (as defined above), unless they significantly enhance our knowledge or understanding of moving image material which either has already been acquired by The Archive or which falls within The Archive's acquisition remit. Examples of non-moving image material that The Archive would acquire include, but are not limited to:
  - Frame enlargements from moving image material acquired by The Archive;
  - Still images produced in order to promote or advertise moving image material held by the archive;

- Documentation, whether in written, electronic or any other form, describing the production, distribution, broadcasting or exhibition of moving image material acquired by The Archive.
2. The Archive will not acquire moving image material which:
    - Does not relate significantly to the region;
    - Is judged to fulfil the acquisition remit of another member institution of the UK Film Archive Forum and/or FIAF and/or FIAT to a greater degree than it fulfils the acquisition remit of The Archive. In judging the relative regional, national or international significance of moving image material, consideration will be given not only to individual artefacts but also to the overall cultural integrity of collections of artefacts in the form that they are offered to The Archive for acquisition;
    - Has already been preserved and conserved by another member institution of the UK Film Archive Forum and/or FIAF and/or FIAT and to standards acceptable to The Archive. In these circumstances The Archive may acquire elements of the material for access purposes only, i.e. as a viewing copy.
  3. The Archive will not acquire any artefacts of any description if there are credible reasons to believe that doing so would constitute a criminal act (e.g., but not limited to, receiving stolen goods). If The Archive is offered artefacts that fall within its acquisition remit but there are reasons to believe that accepting the offer would constitute a criminal act, then it may seek legal advice.
  4. In the event that The Archive declines to accept artefacts for acquisition (whether or not these artefacts are moving image material), every effort will be made to identify the most appropriate public sector or non-profit repository for their long-term preservation. The Archive will also offer to establish contact with this repository if the individual or organisation offering the artefacts for acquisition so wishes.

#### Definitions

1. 'Artefact' means any physical object of any description, together with any related intellectual property rights (including, but not limited to, copyright), which is offered to The Archive for acquisition.

### III. Contracts and Copyright

#### Policy Statement

1. When The Archive accepts deposited material for acquisition, it will make every effort to establish whether copyright subsists in the deposited material. If this is believed to be the case, The Archive will make every effort to identify the copyright owner.
2. The Archive accepts deposited material for permanent acquisition on the basis of a written agreement voluntarily signed and entered into by The Archive and the depositor.
3. The content of The Archive's standard deposit agreements may change from time to time (e.g., but not limited to, revisions in order to reflect changes to the law) and individual deposit agreements may be prepared in order to address specific circumstances. However, The Archive will only enter into a deposit agreement if it includes the following core undertakings.

#### By The Archive:

- To preserve all deposited material to agreed professional standards;
- To observe all copyright for as long as it subsists in the deposited material;
- To allow unrestricted access by individual members of the public wherever this is compatible with the long-term preservation of the deposited material;
- To respect the wishes of depositors in respect of access wherever this is compatible with the public interest;

- To allow the depositor to withdraw the deposited artefacts from The Archive, given reasonable notice;

**By the Depositor:**

- To warrant that he or she is the legitimate owner of the artefact(s) being offered for acquisition;
  - To accept that The Archive may restrict access, including access to the depositor, where this would jeopardise the long-term preservation of the deposited material;
  - To allow unrestricted access to the deposited material by *bona fide* individuals engaged in serious research, provided always that such research is not for commercial purposes;
  - Not to impose any restrictions on access after copyright has ceased to subsist in the deposited material, unless necessary avoid jeopardising preservation;
  - To accept that any copies of the deposited material made by The Archive for the purpose of long-term preservation will remain the property of The Archive at all times, even if the depositor subsequently withdraws the deposited artefacts.
4. In the case of material for which the depositor is also the copyright owner, The Archive will request that the depositor assigns copyright to The Archive. This is to allow The Archive to commercially exploit the deposited material, provided always that such exploitation is not contrary to the public interest and is intended purely to cover the costs of preservation and access, i.e. such exploitation will never be on a for profit basis. However, The Archive will not refuse to acquire material offered for deposit only because the depositor declines this request.

**Definitions**

1. ‘**Copyright**’ for the purpose of this statement shall mean any intellectual property rights which subsist in deposited material or in material offered for acquisition as defined by the Copyright, Designs and Patents Act (1988, as amended 1995 and 2003).
2. ‘**Material**’ for the purpose of this statement shall refer to the intellectual property content of artefacts as distinct from ownership and/or custodianship of the physical artefacts themselves.

**IV. Documentation**

**Policy Statement**

1. The Archive will generate and maintain comprehensive records documenting the process of acquisition for all deposited materials. This includes making all reasonable efforts to maintain up-to-date contact details for the depositor and, if different, the copyright owner, for the lifetime of the depositor and for as long as copyright subsists in the deposited materials.
2. The Archive may convert documentation originally supplied or generated on paper into electronic form or store data which is derived from that documentation on a computer-based information system, but it will not discard or destroy the original paper document.

**V. Acquisition Initiatives**

**Policy Statement**

1. The Archive will carry on regular initiatives, both within The Region and outside it, to inform potential depositors, both individuals and organisations, of its existence and encouraging them to deposit materials which fall within its acquisition remit.