



Archives at NCBS. GVKK Campus, Bellary Road, Bangalore- 560065. Karnataka. India
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Loan Agreement

Recitals

The Archives at NCBS is a public collecting centre for the history of science in contemporary India (<https://archives.ncbs.res.in/>). A loan of archival material to the Archives at NCBS will be preserved and made accessible (subject to the loaner's restrictions) as a public reference resource for use in research, publication, exhibition, education, lectures, broadcasting and internet access. For the duration of the loan, the Archives at NCBS and/or its designated affiliates shall honour the terms of the conditions of loan as specified in this agreement, which may include housing and preserving the loan, arranging it according to standard archival principles, making available digital copies of the loan, and keeping any reproduction of the loaned property in perpetuity, so as to preserve material related to the history of science in contemporary India for future generations. Physical loaned material is stored in the climate-controlled facility at the Archives at NCBS, or in line with the terms of the conditions of loan as specified in this agreement. Digital loaned material or reproduction of physical loaned material is preserved on a secure digital server for the Archives at NCBS (or in line with the terms of the conditions of loan as specified in this agreement), which is housed within the NCBS campus and is managed by the central IT facility, with the potential of creating additional backups of the digital material at an off-site server. The purpose of this Loan Agreement is to explain what happens after a loan and to ensure that your contribution is added to the collections of the Archives at NCBS in strict accordance with your wishes.

Description of Parties

- a. This loan agreement is executed between -

NCBS-TIFR, GVKK Campus, Bellary Road, Bangalore – 560065, Karnataka, India, a centre of the Tata Institute of Fundamental Research, which is an autonomous body under the Department of Atomic Energy, Government of India (“Archives at NCBS” or “the Donee”)

And

residing at / legal address at _____

_____ (“the Donor/s”).

- b. This Agreement shall be effective on the date it is fully executed by the Donee and the Donors, upon signing and completion of this agreement (“Effective Date”).
- c. “Loan” refers to all property transferred for a specified duration by the donor to the donee, namely, the Archives at NCBS, which are described under Schedule – A to this agreement (“Scheduled Property”).



It is thereby agreed upon, and witnessed by this agreement, that

- d. The Donor hereby grants and transfers to the Donee, the Scheduled Property, voluntarily and without monetary consideration, by way of loan for a specified duration described in Annexure – I (permanent loan, unless specified), and in accordance with the terms of, and subject to the conditions specified in this agreement.
- e. The temporary transfer of Scheduled Property is without encumbrances or conditions, other than those specified under this agreement, and additional conditions as agreed between the Donor and Donee and specified under Annexure – I to this agreement.
- f. To the extent that the Donor owns any Intellectual Property Rights in the Scheduled Property, the Donor hereby **assigns or grants a perpetual, worldwide, royalty-free non-exclusive license** to any Intellectual Property Rights in the Scheduled Property held by the Donor to the Donee, including the right to reproduce, make available, adapt, communicate to the public, translate the work, and the right to authorize the reproduction and publication of these materials, and all copyrights as specified under the Indian Copyright Act, 1957. Any exceptions, conditions or variations to this clause should be explicitly stated under Annexure – I to this agreement.
- g. Except as specified in this agreement the Donee and Donor mutually exempt each other from and against all claims and actions, arising from or in any way growing out of or connected with the physical condition of the Scheduled Property.
- h. All personal data shared with NCBS within this form shall be subject to the data protection policy of NCBS and as per applicable laws. The Archives and NCBS shall endeavour to hold personal data securely and confidentially, unless otherwise required by law.
- i. Users of the archive are governed by the policies laid out in the Access of the Archives at NCBS (<https://archives.ncbs.res.in/access>), and the Researcher Application and Material Use forms available here: <https://archives.ncbs.res.in/about>.
- j. Where possible, the Archives at NCBS will also make and preserve a digital copy of the Scheduled Property. Upon signing this document, and subject to your restrictions, the loan and its reproduction, can be made available for public and scholarly use through the Archives at NCBS. The Archives at NCBS may provide any person access to them for use in research, publication, exhibition, education, lectures, broadcasting and internet access.
- k. This form can be made available and/or read out in a language of choice for the donor upon request for a written or recorded verbal consent. The Archives at NCBS can always be contacted via email (archives@ncbs.res.in), phone (+91-80-6717-6011), or postal mail at the address on website.



The parties hereby cause this Agreement to be executed by their duly authorized representatives

Donor signature _____

Phone and email _____

Date _____ Place _____

Accepted on behalf of the Donee, Archives at NCBS

Archivist name and signature _____

Date _____ Place _____

Schedule A (Description of Loan)

Annexure – 1 (Conditions and duration of loan)