

THE BARING ARCHIVE
Access Policy

10 March 2017

History of Changes

Version	Date	Author Reviewer	Changes
1	March 2015	Clara Harrow	Original policy
2	March 2017	Clara Harrow	Updated format

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Preface

The fundamental responsibility of The Baring Archive Ltd (TBAL) is to ensure the continued availability and authenticity of the archives in its care for present and future generations. TBAL is committed to providing public access to The Baring Archive and welcomes all applications to consult the Archive for educational purposes. However, due to the nature, content or physical condition of the records, some restrictions on access are inevitable. This policy sets out the principles and practices that govern the provision of public access to the Archive.

1. Public Access

- 1.1. The Baring Archive is open to the public free of charge on an appointment only basis.
- 1.2. Every applicant wishing to have access to the Archive must apply in writing to TBAL stating the reasons for requesting access to the Archive and providing an outline of his or her research project; and furnish a letter of introduction from a suitable authority, for example a tutor or head of academic department, which confirms the applicant's identity, status and reasons for wishing to access the Archive.
- 1.3. Users of the Archive must take good care of the documents and any other materials they are given access to and must not cause them damage by writing on them, by careless handling or otherwise.
 - 1.1. No part of the Archive may be folded or leaned upon. Users must not disturb the sequence of unbound archives within bundles and must take good care to retain the archives in the order in which they are found.
- 1.4. Users of the Archive must not, under any circumstances, remove any part of the Archive from the Archive Research Room.
- 1.5. Researchers must read and sign the 'Conditions of Access' to the archives (see appendix 1) in the study room before being issued with documents.
- 1.6. Users of the Archive must not disclose any confidential, non-public or sensitive information concerning ING and its business or clients acquired by chance or otherwise when visiting or accessing the Archive and shall keep any such information confidential.
- 1.7. TBAL reserves the right to supervise or refuse access to the Archive at its sole discretion. TBAL is under no obligation to provide an explanation should access be denied.

2. Remote Access

- 2.1. Archive staff will attempt to respond to all enquiries by telephone or email in a timely manner free of charge.
- 2.2. Staff are unable to undertake detailed research on behalf of users unless in exceptional circumstances but will look into available sources to determine whether a personal visit is necessary.

3. Reprographic Services

- 3.1. Researchers may use a digital camera (without flash) to make digital copies of archive documents.
- 3.2. Photocopying of original documents may be undertaken by the Archivist free of charge on behalf of the user at the Archivist's discretion.
- 3.3. Any copies that are made from material in the Archive (whether as photocopies, digital images or any other form of copying) must be used only for the personal study of the applicant. They may not be published, circulated or reproduced in any way unless permission has been granted by TBAL.

4. Publishing

Progress will be regularly reported to the trustees at their bi-annual meetings in the following manner:

- 4.1. Prior to publication, reproduction, adaptation or any other use in any form (including digital) of any part of the Archive, users of the Archive must obtain permission from TBAL.
- 4.2. In all cases, users must obtain written approval for those parts of their work which are based on information taken from the Archive. Where ING's copyright is concerned, a licence must be obtained, subject to such terms and conditions as ING thinks fit, for reproduction or other use of copyright work.
- 4.3. It is the responsibility of the applicant to obtain permission from the copyright owner in respect of any part of the Archive where copyright is not owned by TBAL or by ING.

5. Loans

- 5.1. Each loan of archival material will be assessed on its suitability on an individual basis.
- 5.2. Each item will be photographed or copied before a loan to establish a record of its condition.
- 5.3. Loans of original material must be approved by the Trustees of the Archive.
- 5.4. Requests for loans will only be approved if the host body can show that the standards of care in the temporary location are similar to those in the Archive and meet the requirements of PD5454:2012 as far as is possible.
- 5.5. A loan agreement will be signed by both parties, detailing preservation requirements for the duration of the loan. If feasible, the Archivist will also undertake a site visit prior to the loan.

6. Restrictions on Access

- 6.1. There is no established formal closure period within which archives are unavailable for research; the great diversity of information contained within the Archive makes this unsuitable.
- 6.2. The availability for research of all series and individual groups of archives will be considered on an individual basis. Archive material dated before 1950 is generally available to researchers.
- 6.3. TBAL conforms to data protection legislation and has a duty to abide by the general principles of client confidentiality.

7. Data Protection

- 7.1. Data Protection legislation relates to personal information or, more specifically, information linked to identifiable living individuals.
- 7.2. Given the large number of individuals commonly featuring in archive collections, the Archivist will not be in a position to ascertain whether data subjects are still alive and hence protected by the Act. If it is not known whether a data subject is alive or dead, the following working assumptions are endorsed by The National Archives:
 - Assume a lifespan of 100 years
 - If the age of an adult data subject is not known, assume that he or she was 16 at the time of the records
 - If the age of a child data subject is not known, assume he or she was less than 1 at the time of the records

8. Client Confidentiality

- 8.1. Client confidentiality is the general principle that an institution (or individual) should not disclose confidential information regarding the affairs of its clients to a third party. This duty does not necessarily expire after a particular period of time or cease if the client dies or the institution ceases to act for the client.
- 8.2. For reasons of security and preservation, access will not be granted to uncatalogued material.
- 8.3. TBAL is not obliged to make every document or class of record available to its users. Access is granted at the sole discretion of TBAL and, should access be denied, TBAL is under no obligation to provide an explanation.

Appendix 1

Conditions for Access to The Baring Archive

1. Every applicant wishing to have access to The Baring Archive (the “Archive”) must:
 - 1.1 apply in writing to The Baring Archive Limited stating the reasons for requesting access to the Archive
and providing an outline of his or her research project; and
 - 1.2 furnish a letter of introduction from a suitable authority, for example a tutor or Head of Department, which confirms the applicant’s identity, status and reasons for wishing to access the Archive.
 2. The Baring Archive Limited reserves the right to supervise or to refuse access to the Archive at its sole discretion.
 3. The Archive is housed in the offices of ING Bank NV, London Branch, and copyright in parts of the Archive is owned by ING Bank NV and/or its subsidiary companies (“ING”).
 4. Prior to publication, reproduction, adaptation or any other use in any form (including digital) of any part of the Archive, users of the Archive must obtain from The Baring Archive Limited:
 - 4.1 in all cases, written approval for those parts of their work which are based on information taken from the Archive; and
 - 4.2 where ING’s copyright work is concerned, a licence, subject to such terms and conditions as ING thinks fit, for such reproduction or other use as the case may be, of such copyright work.
- It is the responsibility of the applicant to obtain permission from the copyright owner in respect of any part of the Archive in which the copyright is not owned by The Baring Archive Limited or by ING.
5. Any copies that are made from material in the Archive (whether as photocopies, digital images or any other form of copying) must be used only for the personal study of the applicant. They may not be published, circulated or reproduced in any way unless permission has been granted by The Baring Archive Limited.
 6. A room (the “Archive Research Room”) has been designated within ING’s offices for members of the public to view the Archive. Users of the Archive must not, under any circumstances, remove any part of the Archive from the Archive Research Room.
 7. Users of the Archive must take good care of the documents and other materials to which they are provided with access and must not cause them damage by writing on them, by careless handling or otherwise. Pencil must be used when consulting archives. No part of the Archive may be folded or leaned upon. Users must not disturb the sequence of unbound archives within bundles but must take good care to retain the archives in the order in which they are found.

8. Users of the Archive must not disclose any confidential, non-public or sensitive information concerning ING and its business or clients acquired by chance or otherwise when visiting or accessing the Archive and shall keep any such information confidential.

9. The applicant acknowledges that information relating to his/her access to the Archive may be included in a database by The Baring Archive Limited.

I have read and agree to the above "Conditions for Access to The Baring Archive"

Name (printed) _____

Signature _____

Date _____