



attachment
to
item 154

Attachment 1

Draft Cultural Collections Policy

Attachment 2

Deed of Agreement Between Hawkesbury City Council and
Hawkesbury Historical Society Inc.

Attachment 3

Deed of Agreement Between Hawkesbury City Council and the
Friends of Hawkesbury Art Community and Regional Gallery Inc.

Attachment 4

Letter from Hawkesbury Historical Society Inc. Dated 26 July
2007

Attachment 5

Letter from the Friends of Hawkesbury Art Collection and
Regional Art Gallery Inc.

date of meeting: 14 August 2007

location: council chambers

time: 5:00 p.m.

Attachment 1
Draft Cultural Collections Policy

Hawkesbury City Council Cultural Collections Policy.

1. Purpose.

- 1.1 To broadly define Hawkesbury City Council's approach to the support, management preservation and storage of cultural collections and cultural heritage assets within the City of Hawkesbury.
- 1.2 To establish a framework to assist people and community groups to form reasonable expectations about acceptable conditions for the gift, bequest or loan of cultural collections and cultural heritage assets to Hawkesbury City Council.
- 1.3 To outline the extent to which community members and community groups will be involved in decision making to determine the significance, management and storage of cultural collections and cultural heritage assets within the Hawkesbury Cultural Precinct, where Council retains responsibility for a final decision.
- 1.4 To provide guidelines for Council staff, community members and community groups to negotiate conditions and arrangements for the purchase, gift, bequest or loan of cultural collections and cultural heritage assets which take into account the objectives of Council's Cultural Plan, industry standards, stakeholder expectations, and the costs of managing and storing these collections and assets.

2. Objectives.

- 2.1 The aim of this policy is to establish guidelines for determining the significance of cultural collections and cultural heritage assets which are proposed to be acquired through purchase, gift, or bequest by Hawkesbury City Council or accepted as loans by Hawkesbury City Council, and the storage and management of these collections and assets. The Policy has been enacted to;
 - (a) provide an opportunity for people and community groups who own cultural collections or cultural heritage assets to seek Council support for the management and storage of these collections and assets;
 - (b) clarify the responsibilities of Council, and the owners of cultural collections and cultural heritage assets, for the acquisition, assessment, management storage, and deaccessioning of cultural collections and cultural heritage assets;
 - (c) assist Council and the community to meet the strategic goals of the *Hawkesbury Cultural Plan 2006-2011* and secure the future of the Cultural Precinct;
 - (d) support the application of good cultural governance principles in decision making (as articulated in Council's Cultural Plan), together with accepted industry benchmarks for the care and management of cultural collections; and
 - (e) recognise and build on the work of volunteer groups in the acquisition and management of cultural collections and cultural heritage assets of significance to the City of Hawkesbury;

3. Background.

3.1 The requirement for cultural institutions to establish clear policies and benchmarks for the acquisition, care and management of collections has been identified by a number of national and international agencies including; Museums & Galleries NSW; the International Council of Museums; the Regional Galleries Association NSW; the Collections Council of Australia Ltd.; and the State Library of NSW.

3.2 Strategic Plan and Collections Policies based on significance assessments are considered to be integral to the establishment of an ethical framework for collecting

activities and are increasingly recognised as an essential criteria in determining eligibility for state and federal financial assistance.

3.3 Council has commissioned a number of plans, reports and agreements to establish the directions and operations of its cultural venues. These plans and reports include;

- *Operations and Strategic Management Plan for the Hawkesbury Regional Gallery* (received by Council in May 2003) which incorporated a report on the status and significance of the art collections proposed to be housed in the Regional Gallery and recommended the formulation of a collection policy.
- *Memorandum of Understanding for the Hawkesbury Cultural Precinct* (signed by Council and 11 other signatories in November 2004) which included provision for the negotiation of Deeds of Agreement to facilitate the relocation of cultural collections and heritage assets to the Cultural Precinct. The MoU outlined the steps to be taken in drafting Deeds of Agreement including the preparation of *Collection Development and Management Policy* for report, public exhibition and adoption by Council
- *Assessment Report on a Proposed Deed of Agreement* (commissioned by Council in November 2006). The Assessment Report (received in February 2007) recommended, as a matter of priority, the development of a Collection Policy based on significance assessment.

3.4 In June 2004 Council resolved that *'The Hawkesbury Historical Society and the FOHACaRAG [Friends of the Hawkesbury Art Collection and Regional Art Gallery] retain ownership of their collections and that the collections respectively be relocated to the Hawkesbury Regional Museum and Hawkesbury Regional Gallery'*.

4. Definitions

4.1 acquisition - refers to the process of obtaining legal possession of an item for accessioning into a collection. Acquisitions can be by donation, purchase and bequest.

4.2 cultural collections and cultural heritage assets - denotes the range of objects, artworks, artefacts, and printed + electronic materials which are proposed to be stored or relocated to the Hawkesbury Cultural Precinct.

4.3 deaccessioning - refers to the process of removing an item from the permanent collection of the museum, gallery or library and the recording of the disposal of this item from a collection.

4.4 deed of agreement - refers to a written document providing for the transfer of an object or collection, on a 'permanent' loan basis, into the Cultural Precinct.

4.5 Hawkesbury Cultural Precinct - refers to Council owned buildings including Hawkesbury Regional Museum Extension; Howe's House; the Deerubbin Centre and the Richmond Branch Library.

4.6 ownership - refers to an object or collection where a clear legal title, without restrictions or conditions, has been established.

4.7 permanent loan - refers to the transfer of an object or collection which does not involve a change of ownership (the creation of a special category of *permanent loan* has been made on the basis of Council's resolution of June 2004 as referred to in paragraph 3.4). The terms and conditions of the permanent loan are to be written into a Deed of Agreement between the two parties.

4.8 repository - refers to an arrangement whereby Hawkesbury City Council has agreed to provide storage space for an object which may not have been deemed to be of significance (on the basis of a significance assessment). Under this arrangement, the object is not considered to be part of a Council's collection and Council is not responsible for the management or conservation of the object.

4.9 significance - refers to the historic, aesthetic, scientific and social values that an object or collection has for past, present and future generations.

4.10 significance assessment - denotes the process of defining the value of an object or artwork, as measured against a standard set of assessment criteria, to determine the merit of including that object or artwork within the library, gallery or museum collection.

4.11 temporary loan - refers to an object borrowed on request by Council from a community organisation, institution or individual. The loan is undertaken for a stated purpose (generally for inclusion in a exhibition) and for a stated period of time and does not involve a change of ownership. The terms and conditions of the loan are to be in a Loan Agreement between the two parties.

4.12 unencumbered - refers to the donation, bequest or loan of an object or collection made without 'encumbrances' i.e. any conditions or requirements which exceed the provisions of a standard Deed of Gift, Deed of Agreement or Loan Agreement.

5. Principles

5.1 Council recognises that it has a responsibility to foster cultural development within the City of Hawkesbury in a way that will create opportunities for shared cultural expression and participation. Council is committed to establishing sustainable partnerships with cultural organisations and community groups to communicate the rich social, cultural, and natural history of the City of Hawkesbury.

5.2 Council will promote the Museum, Gallery and Library as cultural venues through which the strategic goals of the Hawkesbury Cultural Plan can be achieved. Their operation will ensure that the Cultural Precinct *'is positioned at the heart of a network of distributed cultural programs, projects, facilities and events across the City of Hawkesbury'*.

5.3 Council will facilitate the strategic role of the Museum, Gallery and Library as catalysts for cultural development by directing funding for the management and storage of cultural collections and cultural heritage assets towards those collections and cultural assets which can support the delivery of learning activities, public programs and exhibitions which best engage broad audiences and contribute to the City's cultural (and community) development

5.4 Council accepts that it has a responsibility to provide for the long-term care and preservation of cultural collections and assets which document or portray the social, cultural, and natural history of the City of Hawkesbury. However, its capacity to adequately provide for the storage and management of collections and assets will be subject to financial and physical constraints. Council will assess the suitability of a collection or asset which has been proposed to be transferred to the Hawkesbury Cultural Precinct on the basis of significance assessment .

5.5 Council will ensure that its cultural collection activities will adhere to best practice principles of collection acquisition and management and international standards of practice and ethics¹. Council will ensure that its cultural collections activities adhere to the following core principles;

5.5.1 *valid ownership* - Council will exercise due diligence to establish the ownership of an object. No object will be acquired whether by purchase, gift, loan, bequest or exchange unless Council is satisfied that a valid title of ownership is held.

5.5.2 *significance* - Council will not automatically accept an object offered as a donation, bequest or permanent loan. Council will provide a clear statement outlining the collection development standards applicable to each cultural venue within the Hawkesbury Cultural Precinct. These *standards* will outline the purpose and scope of collection activities and provide clear criteria for assessing the

¹ ICOM Code of Ethics for Museums, International Council of Museums, 2006

significance of objects. This determination will be based on a *significance assessment* conducted in accordance with *Heritage Collections Council* guidelines².

5.5.3 *unencumbrances* - Council will negotiate acceptable arrangements for the acquisition or loan of objects. The conditions attached to these acquisitions and loans will be transparent and conform with the principles outlined in Council's *Sponsorship Policy* and the provisions of standard sponsorship, deed or loan agreements. Council will not acquire or accept an object with additional conditions or restrictions on its use.

5.5.4 *viability* - Council is committed to professional care of collections within the Hawkesbury Cultural Precinct, and will designate funds in its annual budget for the care and conservation of these works. Council will only acquire or accept as permanent loans, objects that can be appropriately, stored, documented and managed. Council will not accept objects with conditions which would require Council to allocate additional human or material resources to comply with these conditions.

5.6 Council will endeavour to meet the reasonable expectations of community groups for assistance in the support, storage and management of cultural collections and cultural heritage assets within the City of Hawkesbury. Council will adopt a flexible approach to collection development and management. To this end, in addition to the standard collection management arrangements recommended by professional bodies, Council's collection management arrangements will also recognise the 'special' categories of *permanent loan* and *cultural repository* which provide for the transfer of objects to the Cultural Precinct where a change of ownership is not required. Table 1 outlines in broad terms, Council's understanding of the concepts which will underpin the negotiation of collection management arrangements between Council and community groups.

5.7 Council recognises that cultural partnerships are a two way process based on the notion of reciprocity. In seeking to meet the expectations of community groups for assistance in the support, storage and management of cultural collections and cultural heritage assets within the City of Hawkesbury, Council will clearly articulate its expectations and requirements to these groups. Community groups should be mindful of the four collection activity principles outlined above - particularly in circumstances where community groups are seeking financial and/or in-kind support from Council for the care and management of their cultural collections and cultural heritage assets - where they retain ownership of collections and assets.

5.8 Council will also develop non-collections based initiatives to assist community groups to document and care for the cultural collections and cultural heritage assets in their original context of use. Council recognises that relocating or transferring collections or cultural heritage assets may not be the best option to ensure their care and long-term preservation..

6. Application

6.1 Hawkesbury City Council will apply collection development activities (of the type identified in Table 1) which are most appropriate to the circumstances and desired outcomes of any specific proposal for the donation, loan, relocation or 'in-situ' support of an object, cultural collection or cultural heritage asset.

6.2 Council recognises that in order to accommodate the different demands and requirements for the support, storage and management of objects, cultural collections and cultural heritage assets, its collection development activities will need to be flexible and

² *Significance - A guide to assessing the significance of cultural heritage objects and collections*, Heritage Collections Council, Commonwealth of Australia, Canberra ACT, 2001

responsive. Different situations and expectations will call for different collection support and management methods and tools.

6.3 Where a request has been made for Council support, storage or management of an object, cultural collection or cultural heritage asset, Council will undertake a process (in conjunction with the owner of the object, collection or asset) to establish the ownership, significance, cost, and operational requirements of accepting an object, collection or cultural heritage asset into the Hawkesbury Cultural Precinct.

6.4 Collections, or objects which have been accepted for relocation to the Cultural Precinct will be the subject of a standard sponsorship or loan agreement (whether permanent or temporary). Council will only execute loan agreements where the proposed collection or object to be loaned is done so on an unencumbered basis in conformance with a standard agreement document. Where a collection or object has been accepted into the Cultural Precinct, Council will meet all collection management costs including display, storage, conservation, valuation and insurance.

6.5 Where Council enters into a standard Deed of Gift, Deed of Agreement, Loan Agreement, or other agreement with a third party, Council will remain the managing agent for the Cultural Precinct with sole responsibility for managing the day-to-day running of the Library, Gallery and Museum.

6.6 Agreements will not impose conditions which would require Council to allocate additional human or material resources to comply with these conditions. The relocation of objects or collections to the Cultural Precinct will not entitle the owner of the object or collection to require Council to manage its functions in ways that it would not otherwise have done or to require that any program, project or procedures be undertaken differently from the way Council has determined.

7. Delegations

7.1 The delegations and responsibilities of Council staff to initiate or undertake collection development activities are set out in the respective Collection Development Standards for the Library, Gallery and Museum.

7.2 Council will deliver its Collection Management Activities in accordance with the strategies, policies, procedures and controls as outlined in Table 2 - Cultural Services Collection Management Operating Framework.

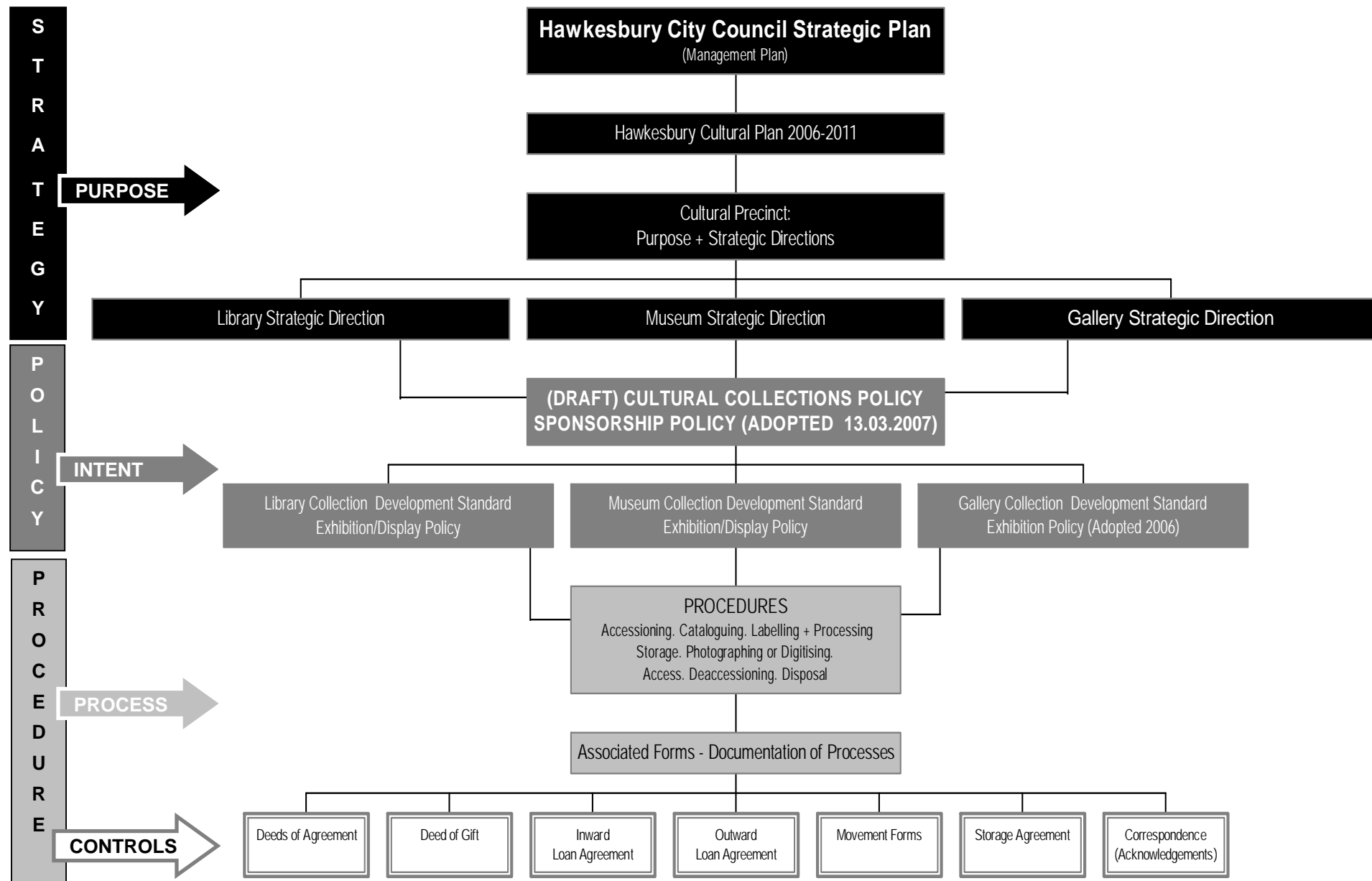
References

1. "MGNSW Collection Policy Template": Museum and Galleries NSW, February 2005
2. "Rethinking the Collection" - MGNSW Collection Policy Explanatory Notes"; Museum and Galleries NSW, February 2005.
3. "ICOM Code of Ethics for Museums"; International Council of Museums, 2006
4. *Significance - A guide to assessing the significance of cultural heritage objects and collections*, Heritage Collections Council, Commonwealth of Australia, Canberra ACT, 2001
5. *Hawkesbury Cultural Plan 2006-2011*; Hawkesbury City Council, 2006

	ACQUISITION	PERMANENT LOAN	TEMPORARY LOAN	CULTURAL REPOSITORY	NON-COLLECTION
collection purpose	to acquire objects for accessioning into the gallery, museum or library collections	to accept objects into gallery, museum or library collections on basis of a (renewable) long-term loan arrangement	to accept an object into gallery, museum or library on the basis of temporary loan agreement and for a specified purpose (e.g. exhibition)	to provide access to a facility for the storage of objects (usually for objects not deemed <i>significant</i>)	to provide advice and support for documentation and care of object retained in the community
ownership	objects ordinarily acquired by donation, bequest, purchase, exchange or field collection with ownership transferred to Council	negotiated transfer of objects into the Cultural Precinct on a long-term basis. Ownership retained by community group	negotiated transfer of object for exhibition purposes on short-term basis. Ownership retained by community group or individual	object relocated to non-Council (off-site) storage facility. Ownership retained by community group	Ownership of object retained by community group or individual. Object remains 'in-situ'
constraints	<ul style="list-style-type: none"> objects cannot be acquired by purchase unless acquisition fund is established by Council. objects not accessioned into Council collection unless sufficient funds available for long-term care, management + storage. 	<ul style="list-style-type: none"> objects transferred without conditions other than those in the standard 'Deed of Agreement' objects not accessioned into Council Collection unless sufficient funds available for long-term care, management + storage 	<ul style="list-style-type: none"> object lent without conditions other than those in the standard 'Loan Agreement' objects not to be accepted if condition of the object would prevent display 	<ul style="list-style-type: none"> object can only be stored in 'conventional' storage - Council not liable for loss or damage. agreement to store object not to be made unless funds available to meet storage costs 	<ul style="list-style-type: none"> capacity for advice and support subject to availability of staff and material resources
guidelines	<ul style="list-style-type: none"> valid title, without restrictions or conditions, to be established ownership transferred to Council by 'Bill of Sale' or 'Deed of Gift' object meets criteria for <i>significance</i> as per applicable 'Collection Development Standard' 	<ul style="list-style-type: none"> valid title, without restrictions or conditions, to be established ownership retained by owner - conditions of loan fully documented object meets criteria for <i>significance</i> as per applicable 'Collection Development Standard' 	<ul style="list-style-type: none"> valid title, without restrictions or conditions, to be established ownership retained by owner - conditions of loan fully documented object meets exhibition policy requirement + schedule 	<ul style="list-style-type: none"> valid title, without restrictions or conditions, to be established ownership retained by owner owner retains responsibility for all collection management costs including storage cabinets access subject to negotiation 	<ul style="list-style-type: none"> valid title, without restrictions or conditions, to be established ownership retained by owner, object remains in-situ owner retains responsibility for all collection management costs
Council obligations + authorities	<ul style="list-style-type: none"> responsible for costs of storage, care, insurance and management responsible for collection management in accordance with international standards object acknowledged as donation in publications/displays 	<ul style="list-style-type: none"> responsible for costs of storage, care, insurance and management retains sole responsibility for day-to-day operations (in accordance with international standards) object acknowledged as property of owner in publications/displays 	<ul style="list-style-type: none"> responsible for costs of storage, care, insurance and management responsible for collection management in accordance with international standards object acknowledged as property of owner in publications/displays 	<ul style="list-style-type: none"> meets costs of basic storage 	<ul style="list-style-type: none"> responsible for provision of best practice advice and practical assistance
Community obligations + authorities	<ul style="list-style-type: none"> agrees to donate object on unencumbered basis 	<ul style="list-style-type: none"> loan made on unencumbered basis (no conditions beyond DoA). disposal decisions cannot require Council to undertake operations differently from way Council has determined 	<ul style="list-style-type: none"> agrees to loan object on unencumbered basis (without additional conditions beyond LA). 	<ul style="list-style-type: none"> responsible for costs of care, insurance and management. responsible for collection management de-accessioning decision rests with owner 	<ul style="list-style-type: none"> responsible for costs of storage, care, insurance and management. responsible for collection management de-accessioning decision rests with owner
governing documents	<ul style="list-style-type: none"> Deed of Gift Bill of Sale Heritage Council Guidelines Hawkesbury Cultural Plan. Collection Development Standard Sponsorship Policy 	<ul style="list-style-type: none"> Deed of Agreement Heritage Council Guidelines Hawkesbury Cultural Plan. Collection Development Standard Sponsorship Policy 	<ul style="list-style-type: none"> Loan Agreement Exhibition Policy Hawkesbury Cultural Plan. 	<ul style="list-style-type: none"> Storage Agreement Hawkesbury Cultural Plan. Sponsorship Policy 	<ul style="list-style-type: none"> Nil Hawkesbury Cultural Plan. Sponsorship Policy

Table 1: Hawkesbury City Council Framework for Collection Development Activities

Table 2 - Cultural Services – Collection Management Operating Framework



Attachment 2

Deed of Agreement Between Hawkesbury City Council and
Hawkesbury Historical Society Inc.

Hawkesbury Cultural Precinct

300 George St, (Po Box 146) Windsor, NSW, 2756 DX 8601 Windsor

P: (02) 4560 4440 F: 4560 4442 E: gallery@hawkesbury.nsw.gov.au

library@hawkesbury.nsw.gov.au

Deed of Agreement (Incoming Permanent Loan Agreement)

1. Definitions

1.1 This Deed of Agreement covers cultural objects/collections and cultural heritage assets, which are to be permanently housed within the Cultural Precinct where ownership is retained by the Lender.

1.2 The Council referred to herein shall mean the Council of the City of Hawkesbury.

1.3 The Lender referred to herein shall mean the organisation noted below:

Organisation:	Hawkesbury Historical Society Inc.		
Address:	PO Box 293 Windsor NSW 2756		
Contact (Position):	The Secretary	Tel No:	02 4572 3007
Contact (Name):	Judy Newland	Fax No:	02 4580 8990
ABN No:	91 099 233 587	Email:	jmnewland@bigpond.com

2. Overview

2.1 This Agreement, which includes Appendices 1-3 and Annexure Agreement, establishes a partnership between Council and the Hawkesbury Historical Society with reciprocal obligations as set out in Parts 3 and 4 of this Agreement, consonant with the Hawkesbury Historical Society Business Plan, August 2006 and Memorandum of Understanding - Cultural Precinct, November 2004.

2.2 The purpose of this partnership is to communicate the rich social, cultural, and natural history of the City of Hawkesbury in a way that fosters cultural development and creates opportunities for shared cultural expression and participation. The objects and collections to be relocated to the Cultural Precinct constitute a valuable community resource to be used for these purposes.

2.3 The purpose of this Agreement is to facilitate the relocation of cultural objects/collections and cultural heritage assets owned by the Lender to Council, where it is agreed that the Lender will retain intellectual and physical ownership of these items.

2.4 This Agreement requires Council to assume responsibility for the storage, care and management of cultural objects/collections and cultural heritage assets transferred to its control (but not ownership).

2.5 Council will act as a repository for archaeological artefacts and records arising from excavations in the Hawkesbury region. Repository means storage only for already catalogued material.

2.6 This Agreement has been entered into to enable the cultural objects/collections and cultural heritage assets transferred to Council's control, to be used to achieve the strategic goals of the Hawkesbury Cultural Plan and contribute to the City's cultural (and community) development.

2.7 The parties to this Agreement will operate within the strategic, policy and procedural collection management operating framework as outlined in Council's Cultural Collections Policy (adopted by Council on #####). Collection management activities will be conducted in accordance with the governing documents identified in this framework and in accordance with the eight governing principles appended to this Agreement .

2.8 In accepting responsibility for the storage, care and management of cultural objects/collections and cultural heritage assets transferred to its control, Council will ensure that its collection activities will adhere to best practice principles of collection acquisition and management and international standards of practice and ethics.

2.9 The Lender accepts that Council's capacity to fulfill the best practice principles outlined in 2.8 above, may be subject to the financial decisions of Council as determined by Council in the setting and adoption of yearly financial estimates.

2.10 This Agreement will be entered into for four (4) years and reviewed by both signatories four years from the date of signing.

Terms and Conditions

3. The Lender Agrees to the following terms and conditions:

- 3.1 Ownership
- 3.1.1 The Lender will provide a valid legal title of ownership for each object, or collection, which is receipted within one documented 'transaction', as detailed in an Inventory List. See Appendix 1.
- 3.1.2 The Lender declares that each object (or collection) to be transferred has been acquired by the Lender without contravention of any local, state, national, and international laws, treaties or conventions.
- 3.2. Copyright
- 3.2.1 Copyright on any object or collection remains with the Lender or the person or organisation identified as holding the copyright .
- 3.2.2 The Lender agrees to permit Council to photograph an object or collection for insurance, reference and exhibition publicity purposes.
- 3.2.3 The Lender agrees to permit Council to reproduce the object or collection in a catalogue or book providing that the Lender is the copyright proprietor.
- 3.3 Acquisition
- 3.3.1 The Lender agrees not to collect on behalf of the Cultural Precinct with the expectation that the arrangements within this Agreement will extend to cover any new acquisitions beyond those currently owned by the Lender.
- 3.3.2 The Lender agrees that Council will govern future acquisition activities which are likely to be housed or located within the Cultural Precinct . The Lender agrees to refer any acquisition proposals for assessment in accordance with the agreed procedures provided for in Council's *Collection Management Operating Framework*.
- 3.3 Nothing in this agreement precludes the Lender from acquiring any further object or collection where the Lender is not requesting the transfer of the item or collection to the Cultural Precinct. In these circumstances the Lender will be solely responsible for the cost of acquiring, storing and maintaining the object or collection and will not require Council to contribute to these costs.
- 3.4 Significance
- 3.4.1 The Lender agrees to participate in the assessment of its objects and collections against *significance criteria* to determine its suitability for relocation to the Cultural Precinct. The significance assessment will be conducted in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.
- 3.4.2 The Lender agrees that where an object or collection is not deemed to be significant or is not in reasonable condition, then Council may decline to accept the object for relocation to the Cultural Precinct, but may choose to store the object in an alternate 'off-site' location (a location other than the Cultural Precinct).
- 3.4.3 The Lender agrees that Council retains the final decision regarding the proposed relocation of an object or collection, and will determine where the item is to be stored within the Cultural Precinct.
- 3.5 Inventory
- 3.5.1 The Lender agrees that, prior to transfer into the Cultural Precinct, each object or collection is physically marked or tagged (or contained in material that is marked) with a unique number. Each numbered object is listed in an inventory list noting, along with its unique number, and when known, the following: title, maker, date of production, physical description (media and dimensions) and condition. The credit line of each object (or collection) must also be supplied. See Appendix 2.
- 3.5.2 The Lender agrees to advise of any existing defects in the objects or collections prior to the transfer into the Cultural Precinct.

3.5.3 The Lender agrees to supply Council with any pre-existing certified valuations of the object or collection, prior to the transfer into the Cultural Precinct.

3.5.4 The Lender agrees to transfer any associated and pre-existing object files (in any format), into the care and ongoing management of Council - along with its objects and collections.

3.6 Collection Management

3.6.1 The Lender agrees that Council will be solely responsible for the day-to-day care and management of the objects or collections which have been relocated to the Cultural Precinct.

3.6.2 The Lender agrees that Council will care and manage the objects or collections which have been relocated to the Cultural Precinct in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

3.6.3 The Lender agrees to meet with Council a minimum of once per year to discuss issues relating to the collection and its use, and to share and exchange information.

3.6.4 The Lender agrees that this Agreement does not entitle the Lender to require Council to manage its functions in ways that it would not otherwise have done or to require that any program or project be undertaken differently from the way that Council has determined.

3.6.5 The Lender will not require Council to meet collection management conditions additional to the provisions of this Agreement that would require Council to allocate additional human or material resources to comply with these conditions.

3.7 Display and Exhibition

3.7.1 The Lender agrees to provide Council with access to the objects or collections which have been relocated to the Cultural Precinct for the purpose of developing displays and exhibitions that conform with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

3.7.2 The Lender agrees to provide Council with access to the objects or collections- and their associated documentation - which have been relocated to the Cultural Precinct for the professional purposes of facilitating appropriate public access and interpretation activities. Such activities will be governed by copyright, moral rights and conservation principles and conform with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

3.8 Outward Loans

3.8.1 The Lender agrees to assess loan requests (from other institutions or bodies) in a timely manner and to delegate administration of outward loans to Council.

3.9 Conservation

3.9.1 The Lender agrees to provide Council with access to objects or collections for the purposes of furthering conservation, documentation and research activities.

3.10 Deaccessioning

3.10.1 The Lender retains responsibility for all decisions relating to the disposal, sale or donation of the object or collection.

3.10.2 The Lender agrees to consider any reasonable request from Council, to review the significance of its objects and collections and provide its assessments and recommendations to Council.

3.10.3 The Lender agrees that Council may from time to time, reassess the significance of the object or collection (which has been accepted into the Cultural Precinct) against *significance criteria*. This assessment will be conducted in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

3.10.4 Where Council determines that an object or collection should be removed from the Cultural Precinct, the Lender agrees that the object or collection will be returned to the Lender. The Lender will retain sole responsibility for any decision relating to the disposal, sale or donation of the object or collection or for negotiation of an alternative storage agreement with Council (as provided for in Council's Cultural Collections Policy).

3.11 General

3.11.1 The Lender agrees to abide by the policies, standards and procedures provided for in Council's *Collection Management Operating Framework* in relation to its objects and collections once they are relocated to the Cultural Precinct.

3.11.2 In the spirit of shared collection management goals, the Lender will continue fundraising activities to contribute to the care of its objects and collection.

3.11.3 The Lender, in conjunction with the Cultural Services Unit, will continue research, documentation, publication and education activities relating to its objects and collections.

3. 12. Disputes

3.12.1 Where the Lender is of the view that Council has breached the conditions of this Agreement, it will put into writing the nature and substance of these alleged breaches and refer them to the Manager, Cultural Services. The Manager Cultural Services, in the first instance, will liaise with the Lender to seek an acceptable resolution to the alleged breach.

3.12.2 Where an acceptable resolution to an alleged breach (raised in accordance with the provisions of clause 12.1), cannot be achieved by consultation between the Manager Cultural Services and the Lender, the dispute will be referred to the General Manager for action as provided for in Council's *Complaints Handling Policy*.

4. Council agrees to the following terms and conditions:

4.1 Ownership

4.1.1 Council will accept an object or collection for relocation into the Cultural Precinct under the following minimum conditions:

- 4.1.1.a The Lender has established a valid legal title for the object or collection
- 4.1.1.b The object or collection has been acquired without contravention of any local, state, national, and international laws, treaties or conventions

4.1.2 Council agrees that the intellectual and physical ownership of an object or collection transferred to the Cultural Precinct remains with the Lender.

4.2. Copyright

4.2.1 Council agrees that copyright on any object or collection remains with the Lender or the person or organisation identified as holding the copyright .

4.2.2. Council will comply with Australian Copyright and Moral Rights Law.

4.3 Acquisition

4.3.1 Council agrees to assess any acquisition proposals which may be referred to Council by the Lender in accordance with the agreed procedures provided for in Council's *Collection Management Operating Framework*.

4.3.2 Council recognises the continuing right of the Lender to acquire objects or collections where the Lender is not requesting the transfer of the object or collection to the Cultural Precinct.

4.4 Significance

4.4.1 Council agrees to assess objects and collections against *significance criteria* to determine their suitability for relocation to the Cultural Precinct. Council agrees to conduct *significance assessment* in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

4.4.2 Council will advise the Lender of the location in which an object or collection is to be stored within the Cultural Precinct.

4.5 Inventory

4.5.1 Council agrees to audit objects and collections against provided inventory lists (see Appendix 1.) on their transfer to the Cultural Precinct.

4.5.2 Council agrees to document objects and collections in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

4.5.3 Council agrees to maintain a register detailing the location of an object or collection which has been relocated to the Cultural Precinct.

4.5.4 Council agrees to provide the Lender with access to the register.

4.6 Collection Management

4.6.1 Council agrees to meet the reasonable costs associated with the storage and management of an object or collection which has been approved for relocation to the Cultural Precinct.

4.6.2 Council will care and manage the objects or collections which have been relocated to the Cultural Precinct in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

4.6.3 Council agrees to negotiate to provide relevant training or support to the Lender to facilitate the research, documentation and * interpretation of objects and collections transferred to the Cultural Precinct. (*interpretation includes educational usages of objects).

4.6.4 Council agrees to provide professional advice to the Lender on collection management issues affecting its objects and collections.

4.6.5 Council agrees to ensure, to the limit of its authority, that in accordance with the principles of preventative conservation, the object or collection is treated with all due care and to protect it against loss, damage or deterioration other than normal deterioration due to the efflux of time.

4.6.6 Council agrees that, while located within the Cultural Precinct, to insure the object or collection against loss or damage from any cause whatsoever for the amount specified under the heading "Insurance Value" (as detailed in the Inventory List).

4.6.7 Council will take all reasonable steps to ensure the object or collection is insured against loss or damage from any cause whatsoever whilst it is in transit or on display or stored at another venue.

4.6.8 Council will acknowledge the loan of the object or collection in catalogue entries, exhibition labels and published captions accompanying a reproduction of the object or collection, in accordance with credit line details supplied in writing. See Appendix 2.

4.6.9 Council will develop and implement procedures and standards that reflect best practice in collections management and good governance of Council resources. Council will seek advice from the Cultural Precinct Advisory Committee in the drafting of these procedures and standards (as provided for in the constitution of CPAC).

4.6.10 Council retains the right to return an object or collection to the Lender, after a period of notice of not less than one year, where it has been determined that the cost of storing, managing and/or conserving the object or collection would impose an unsustainable financial cost onto Council.

4.6.11 Council agrees to meet with the Lender a minimum of once per year to discuss issues relating to the collection and its use and to share and exchange information.

4.7 Display and Exhibition

4.7.1 Council agrees to exhibit objects and collections in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

4.7.2 Council agrees to facilitate reasonable public access and interpretation activities and ensure that these requests are governed by copyright, moral rights and conservation principles.

4.8 Outward Loans

4.8.1 Council agrees to refer loan requests (from other institutions or bodies) for the object or collection to the Lender for its determination.

4.8.2 Council agrees to administer any loan request approved by the Lender in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

4.9 Conservation

4.9.1 Council will adhere to the principal conservation goal of stabilising the object or collection. (Signing a Deed of Agreement does not obligate Council to fund conservation-restoration work, which may require the services of a qualified conservator-restorer).

4.10 Deaccessioning

4.10.1 Council accepts that the Lender retains responsibility for all decisions relating to the disposal, sale or donation of the object or collection.

4.10.2 Council will advise the Lender of any proposed review of the significance of an object or collection which has been accepted into the Cultural precinct.

4.10.3 Where Council has established that an object or collection is no longer deemed to be significant (when assessed against *significance criteria*) it will return the object or collection to the Lender, after a period of notice of not less than one year. Council accepts that the Lender retains sole responsibility for any decision relating to the disposal, sale or donation of the object or collection. At the request of the Lender, Council may also negotiate an alternative storage agreement (as provided for in Council's Cultural Collections Policy).

4.10.4 In recognition of the workload entailed in methodically assessing the Lender's objects and collections, prior to consideration of transfer to the Cultural Precinct, Council agrees to the continued storage of un-assessed objects within Howes House for the period of this Agreement (4 years and then reviewed).

4.11 General

4.11.1 Council will abide by the policies, standards and procedures provided for in Council's *Collection Management Operating Framework* in relation to its objects and collections once they are relocated to the Cultural Precinct.

4.12 Disputes

4.12.1 Council will receive written notice from the Lender where the Lender is of the view that Council has breached the conditions of this Agreement. The Manager Cultural Services, in the first instance, will liaise with the Lender to seek an acceptable resolution to the alleged breach.

4.12.2 Where an acceptable resolution to an alleged breach (raised in accordance with the provisions of clause 4.12.1), cannot be achieved by consultation between the Manager, Cultural Services and the Lender, the dispute will be referred to the General Manager for action as provided for in Council's *Complaints Handling Policy*.

5. Agreement

Council agrees to accept the loaned object or collection as described on an Inventory List and in accordance with Terms and Conditions listed above.

Signature

Date

Name (please print) on behalf of Hawkesbury City Council

The Lender agrees to loan the object or collection as described on an Inventory List and in accordance with Terms and Conditions listed above.

Signature

Date

Name (please print) on behalf of Hawkesbury Historical Society

APPENDIX 1.

Inventory

Objects / Collections

No	Artist/Maker	Title/ Description	Date of Production	Medium	Dimensions	Condition	Certified Insurance Value (if known)

APPENDIX 2.

Lender Acknowledgement

Credit Line : _____

(Print wording of credit line to be used when acknowledging the Lender. Credit lines need to be succinct)

APPENDIX 3: Governing principles for this Deed of Agreement:

1. flexibly responds to different requirements for the storage and management of cultural collections and cultural heritage assets;
2. relocates collections (with or) without a change of ownership;
3. supports the strategic directions set down in the Cultural Plan;
4. recognises the aspirations of collection owners to participate in development of policies and practices to guide use of their collections;
5. minimises the need for additional (and unbudgeted) staff and material resources by integrating collection management within existing operations;
6. establishes an efficient and unambiguous operational framework where limited staff and material resources can be deployed most effectively
7. builds sustainable partnerships based on reciprocal obligations
8. fits within Council's committee structure and holds Council + partners accountable to the community for delivering Cultural Plan outcomes

ANNEXURE AGREEMENT to Deed of Agreement (Incoming Permanent Loan Agreement)

1. Parties to this annexure agreement

1.1 Council of the City of Hawkesbury, referred to herein as Council

1.2 The Hawkesbury Historical Society, referred to herein as HHS, details outlined below:

2. Overview

2.1 Council recognises and values the HHS as the founder and operator of the Hawkesbury Historical Museum & Information Centre and the importance of its ongoing commitment to and input into the next stage of the museum's development.

2.2 For the ongoing sustainability of the Hawkesbury Regional Museum, the HHS recognises the need to enter into a new phase of management. The newly reinvigorated Hawkesbury Regional Museum will be managed by Council, which has responsibility for its infrastructure, staffing and operations.

2.3 The Cultural Services Unit is accountable for museum management and consequently all museum business and programming activities need to be coordinated through this unit.

2.4 Both parties commit to complying with all external grant fund conditions.

2.5 Both parties commit to operating within the resources of space, time, money staff etc.

2.6 Both parties share a common goal of seeing the new Hawkesbury Regional Museum succeed in terms of its financial sustainability, its relevance to the local community, and its capacity to attract visitors from outside the locality through its presentations and interpretation of the Hawkesbury's history.

2.7 This annexure agreement will be entered into for one (1) year and reviewed by both signatories one year from the date of signing. This regular review is to ensure that arrangements set out in this agreement are supporting the shared goal.

3. Terms and Conditions

3.1 Museum merchandise

3.1.1 HHS will be entitled to provide a selection of suitable historical book stock, maps and photographic merchandise for sale in a Museum shop. It will manage the associated purchasing, accounts, banking and stocktaking of its designated stock.

3.1.2 HHS will make arrangements through the Cultural Services Unit to ensure that all Museum shop efforts are coordinated and that Council is compliant with any statutory obligations such as financial auditing.

3.1.3 HHS will abide by any relevant Museum shop/information desk display and presentation standards.

3.1.4 Net profits from merchandise will be used to benefit the Museum. Both parties will aspire to reaching a mutual agreement on what museum projects the funds are used for. At a minimum, however, HHS will negotiate with the Cultural Services Unit in its nomination of museum projects the profits are to be spent on. Nominated museum projects will not compromise or unduly impact on Council's capacity to deliver existing projects or those that are underway or planned.

- 3.2 Authorship
- 3.2.1 HHS will be entitled to write historical literature and pamphlets, available at the Museum - in full communication with the Cultural Services Unit.
- 3.2.2 **Both parties to this agreement**, to the best of their ability, will support the other by sharing or providing knowledge and skills to ensure the historical accuracy of their respective publications that are made available at the Museum.
- 3.3 Interpretation
- 3.3.1 HHS will be entitled to provide historical information and background on the Museum and the district for use in the preparation of guiding, interpretation and education materials as well as information or training materials provided to guides and other Museum staff.
- 3.3.2 **Both parties to this agreement**, to the best of their ability, will support the other by sharing or providing knowledge and skills to ensure the historical accuracy and effectiveness of such materials.
- 3.4 Reference library
- 3.4.1 HHS will be entitled to continue a small reference library of history books that facilitates the answering of questions from the public. Subject to space constraints, the library will be housed in close proximity to the Museum shop/information desk.
- 3.5 Use of the Museum
- 3.5.1 HHS will be entitled to **reasonable use of the Museum free of charge for the following purposes (3.5.2) and subject to the following conditions (3.5.3):
- 3.5.2 PURPOSES
- a) HHS committee meetings
 - b) HHS networking (non profit) functions with other historical societies and related groups, which serve the purpose of raising the profile of the Museum or the history and heritage of the Hawkesbury, or which contribute to the achievement of the strategic goals of the Hawkesbury Cultural Plan
 - c) HHS fundraising activities where 100% of the profit is designated for benefiting the Museum
 - d) HHS run free public programs; those education and leisure activities, including tours, which are run for the benefit of the community, or which raise the profile of the Museum or the history and heritage of the Hawkesbury, or which contribute to the achievement of the strategic goals of the Hawkesbury Cultural Plan.
- 3.5.3 CONDITIONS
- a) No Council staff are required to be specifically rostered on at additional cost to Council or at an impost to volunteer staff rosters (unless otherwise negotiated with the Cultural Services Unit)
 - b) The use is negotiated with the Cultural Services Unit in advance and is documented (a booking procedure to be developed by the Unit)
 - c) The use does not conflict with other Museum events or activities
 - d) Building, furniture and equipment is left in an "as found" condition
 - e) There are at least 2 (two) HHS members in attendance who have received *Induction Training* including site induction, securing the building and emergency evacuation procedures.
- 3.5.6 Museum staff will not operate a booking service on behalf of the HHS or its activities unless an activity:
- a) is a joint venture or partnership between HHS and the Museum or,
 - b) contributes to the achievement of the strategic goals of the Hawkesbury Cultural Plan.

** Reasonable use is defined as up to 4 out-of-hours occasions a month.

4. Agreement

This annexure agreement is made between Hawkesbury Historical Society and Hawkesbury City Council.

Signature

Date

Name (please print) on behalf of Hawkesbury Historical Society

Signature

Date

Name (please print) on behalf of Hawkesbury City Council

Attachment 3

Deed of Agreement Between Hawkesbury City Council and the
Friends of Hawkesbury Art Community and Regional Gallery Inc.

Hawkesbury Cultural Precinct

300 George St, (Po Box 146) Windsor, NSW, 2756 DX 8601 Windsor

P: (02) 4560 4440 F: 4560 4442 E: gallery@hawkesbury.nsw.gov.au

library@hawkesbury.nsw.gov.au

Deed of Agreement (Incoming Long Term Loan Agreement)

1. Definitions

- 1.1 This Deed of Agreement covers art works/collections, which are to be housed on a long term basis within the Cultural Precinct where ownership or trusteeship is retained by the Lender.
- 1.2 The Council referred to herein shall mean the Council of the City of Hawkesbury (Council).
- 1.3 The Lender referred to herein shall mean the organisation named below, and any other name (including Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc.) describing this organisation at that time shall apply as if it carried the name of the organisation in its current form).

Organisation:	Friends of the Hawkesbury Art Community and Regional Gallery Inc.		
Address:	PO Box 462 WINDSOR 2756 NSW		
Contact (Position):	Tel No:	02 4577 4440	
Contact (Name):	Fax No:		
ABN No:	Email:		

2. Overview

2.1 This Agreement establishes a partnership with reciprocal obligations as set out in Parts 3 and 4 of this Agreement.

2.2 The purpose of this Agreement is to facilitate the relocation of art works/collections, owned or held in trust by the Lender, to Council, where it is agreed that the Lender will retain intellectual and physical ownership of these items.

2.3 This Agreement requires Council to assume responsibility for the storage, care and management of art works/collections transferred to its control (but not ownership).

2.4 This Agreement has been entered into to enable the art works/collections transferred to Council's control, to be used to achieve the strategic goals of the Hawkesbury Cultural Plan and contribute to the City's cultural (and community) development.

2.5 The parties to this Agreement will operate within the strategic, policy and procedural collection management operating framework as outlined in Council's Cultural Collections Policy (adopted by Council on #####). Collection management activities will be conducted in accordance with the governing documents identified in this framework and in accordance with the eight governing principles appended to this Agreement .

2.6 In accepting responsibility for the storage, care and management of art works/collections transferred to its control, Council will ensure that its collection activities will adhere to best practice principles of collection acquisition and management and international standards of practice and ethics.

2.7 The Lender accepts that Council's capacity to fulfill the best practice principles outlined in 2.6 above, may be subject to the financial decisions of Council as determined by Council in the setting and adoption of yearly financial estimates.

2.8 This Agreement will be entered into for four (4) years, during which time both parties will collaborate to undertake significance assessments of the art works / collections. At the end of the four year period, the Agreement will be reviewed by both parties. At this review, **consideration** will be given by both parties to a range of options, all of which will be subject to the outcomes of significance assessments, including: The Lender making unencumbered donation/s of art work/s or collection/s to Council; the Council returning art works or collections to the Lender; the renegotiation of a further loan period.

Terms and Conditions

3. The Lender Agrees to the following terms and conditions:

- 3.1 Ownership
- 3.1.1 The Lender will provide a valid legal title of ownership or trusteeship for each art work (or collection which is receipted within one documented 'transaction') as detailed in an Inventory List. See Appendix 1.
- 3.1.2 The Lender declares that each art work (or collection) to be relocated has been acquired by the Lender without contravention of any local, state, national, and international laws, treaties or conventions.
- 3.2. Copyright
- 3.2.1 Copyright on any art work or collection remains with the Lender or the person or organisation identified as holding the copyright
- 3.2.2 The Lender agrees to permit Council to photograph an art work or collection for insurance, reference and exhibition publicity purposes.
- 3.2.3 The Lender agrees to permit Council to reproduce the art work or collection in an exhibition catalogue providing that the Lender is the copyright proprietor.
- 3.3 Acquisition
- 3.3.1 The Lender agrees to not collect with the expectation that the arrangements within this Agreement will extend to cover any new acquisitions beyond those currently owned or held in trust by the Lender.
- 3.3.2 The Lender agrees that Council will govern future acquisition activities which are likely to be housed or located within the Cultural Precinct. The Lender agrees to refer any acquisition proposals for assessment in accordance with the agreed procedures provided for in Council's *Collection Management Operating Framework*.
- 3.3.3 Nothing in this agreement precludes the Lender from acquiring any further art work or collection where the Lender is not requesting the relocation of the item or collection to the Cultural Precinct. In these circumstances the Lender will be solely responsible for the cost of acquiring, storing and maintaining the art work or collection and will not require Council to contribute to these costs.
- 3.4 Significance
- 3.4.1 The Lender agrees to participate in the assessment of its art works and collections against *significance criteria* to determine its suitability for relocation to the Cultural Precinct. The significance assessment will be conducted in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.
- 3.4.2 The Lender agrees that where an art work or collection is not deemed to be significant or is not in reasonable condition, then Council may decline to accept the art work for relocation to the Cultural Precinct.
- 3.4.3 The Lender agrees that Council retains the final decision regarding the proposed relocation of an art work or collection, and will determine where the item is to be stored within the Cultural Precinct.
- 3.5 Inventory
- 3.5.1 The Lender agrees that, prior to relocation to the Cultural Precinct, each art work or collection is physically marked or tagged (or contained in material that is marked) with a unique number. Each numbered art work is listed in an inventory list noting, along with its unique number, and when known, the following: title, artist, date of production, physical description (media and dimensions) and condition. The credit line of each object (or collection) must also be supplied. See Appendix 2
- 3.5.2 The Lender agrees to advise of any existing defects in the art works or collections prior to the relocation to the Cultural Precinct.
- 3.5.3 The Lender agrees to supply Council with any pre-existing certified valuations of the art works or collections, prior to the relocation to the Cultural Precinct.
- 3.5.4 The Lender agrees to provide copies of any associated and pre-existing art work documentation (in any format), into the care and ongoing management of Council - along with the relocation of its art works and collections.
- 3.6 Collection Management
- 3.6.1 The Lender agrees that Council will be solely responsible for the day-to-day care and management of the art works or collections which have been relocated to the Cultural Precinct.

3.6.2 The Lender agrees that Council will care and manage the art works or collections which have been relocated to the Cultural Precinct in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

3.6.3 The Lender agrees to meet with Council a minimum of once per year to discuss issues relating to the collection and its use and to share and exchange information.

3.6.4 The Lender agrees that this Agreement does not entitle the Lender to require Council to manage its functions in ways that it would not otherwise have done or to require that any program or project be undertaken differently from the way that Council has determined.

3.6.5 The Lender will not require Council to meet collection management conditions additional to the provisions of this Agreement that would require Council to allocate additional human or material resources to comply with these conditions.

3.7 Display and Exhibition

3.7.1 The Lender agrees to provide Council with access to the art works or collections which have been relocated to the Cultural Precinct for the purpose of developing displays and exhibitions that conform with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

3.7.2 The Lender agrees to provide Council with access to the art works or collections - and their associated documentation - which have been relocated to the Cultural Precinct for the professional purposes of facilitating appropriate public access and interpretation activities. Such activities will be governed by copyright, moral rights and conservation principles and conform with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.

3.8 Outward Loans

3.8.1 The Lender agrees to assess loan requests (from other institutions or bodies) in a timely manner and to delegate administration of outward loans to Council.

3.9 Conservation

3.9.1 The Lender agrees to provide Council with access to art works or collections for the purposes of furthering conservation, documentation and research activities.

3.10 Deaccessioning

3.10.1 The Lender retains responsibility for all decisions relating to the disposal, sale or donation of the art works or collections.

3.10.2 The Lender agrees to consider any reasonable request from Council, to review the significance of its art works and collections and provide its assessments and recommendations to Council.

3.10.3 Where Council determines that an art work or collection should be removed from the Cultural Precinct, the Lender agrees that the art work or collection will be returned to the Lender. The Lender will retain sole responsibility for any decision relating to the disposal, sale or donation of the art work or collection or for negotiating an alternative storage agreement with Council (as provided for in Council's Cultural Collections Policy).

3.11 General

3.11.1 The Lender agrees to abide by the policies, standards and procedures provided for in Council's *Collection Management Operating Framework* in relation to its art works and collections once they are relocated to the Cultural Precinct.

3.11.2 In the spirit of shared collection management goals, the Lender may continue fundraising activities to contribute to the care of its art works and collections.

3.11.3 The Lender, in conjunction with Council's Curator, will continue research, documentation and publication activities relating to its art works and collections relocated to the Cultural Precinct.

3.12. Disputes

3.12.1 Where the Lender is of the view that Council has breached the conditions of this Agreement, it will put into writing the nature and substance of these alleged breaches and refer them to the Manager, Cultural Services. The Manager Cultural Services, in the first instance, will liaise with the Lender to seek an acceptable resolution to the alleged breach.

3.12.2 Where an acceptable resolution to an alleged breach (raised in accordance with the provisions of clause 3.12.1), cannot be achieved by consultation between the Manager Cultural Services and the Lender, the dispute will be referred to the General Manager for action as provided for in Council's *Complaints Handling Policy*.

4. Council agrees to the following terms and conditions:

- 4.1 Ownership
- 4.1.1 Council will accept an art work or collection for relocation into the Cultural Precinct where the Lender has established a valid legal title of ownership or trusteeship for the art work or collection; where the art work or collection has been acquired without contravention of any local, state, national, and international laws, treaties or conventions.
- 4.1.2 Council agrees that the intellectual and physical ownership (or trusteeship) of an art work or collection relocated to the Cultural Precinct remains with the Lender.
- 4.2. Copyright
- 4.2.1 Council agree that copyright on any art work or collection remains with the Lender or the person or organisation identified as holding the copyright.
- 4.2.2. Council will comply with Australian Copyright and Moral Rights Law.
- 4.3 Acquisition
- 4.3.1 Council agrees to assess any acquisition proposals which may be referred to Council by the Lender in accordance with the agreed procedures provided for in Councils *Collection Management Operating Framework*.
- 4.3.2 Council recognises the continuing right of the Lender to acquire art works or collections where the Lender is not requesting the relocation of the art works or collections to the Cultural Precinct.
- 4.4 Significance
- 4.4.1 Council agrees to assess art works and collections against *significance criteria* to determine their suitability for relocation to the Cultural Precinct. Council agrees to conduct *significance assessment* in accordance with the policies, standards and procedures provided for in Councils *Collection Management Operating Framework*.
- 4.4.2 Council will advise the Lender of the location in which an art work or collection is to be stored within the Cultural Precinct.
- 4.5 Inventory
- 4.5.1 Council agrees to audit art works and collections against provided inventory lists (see Appendix 1.) on their relocation to the Cultural Precinct.
- 4.5.2 Council agrees to continue documenting art works and collections in accordance with the policies, standards and procedures provided for in Council's *Collection Management Operating Framework*.
- 4.5.3 Council agrees to maintain a register detailing the location of an art work or collection which has been relocated to the Cultural Precinct.
- 4.5.4 Council agrees to provide the Lender with access to the register.
- 4.6 Collection Management
- 4.6.1 Council agrees to meet the reasonable costs associated with the storage and management of an art work or collection which has been approved for relocation to the Cultural Precinct.
- 4.6.2 Council will care and manage the art works or collections which have been relocated to the Cultural Precinct in accordance with the policies, standards and procedures provided for in Councils *Collection Management Operating Framework*.
- 4.6.3 Council agrees to negotiate and provide relevant training and support for the Lender to facilitate the research, assessment, documentation and interpretation of art works and collections relocated to the Cultural Precinct.
- 4.6.4 Council agrees to provide professional advice to the Lender on collection management issues affecting its art works and collections.
- 4.6.5 Council agrees to ensure, to the limit of its authority, that in accordance with the principles of preventative conservation, the art work or collection is treated with all due care and to protect it against loss, damage or deterioration other than normal deterioration due to the efflux of time.
- 4.6.6 Council agrees to insure the art work or collection, located within the Cultural Precinct, against loss or damage from any cause whatsoever for the amount specified under the heading "Insurance Value" (as detailed in the Inventory List).
- 4.6.7 Council will take all reasonable steps to ensure the art work or collection is insured against loss or damage from any cause whatsoever whilst it is in transit or on display or stored at another venue.
- 4.6.8 Council will acknowledge the loan of the art work or collection in catalogue entries, exhibition labels and published captions accompanying a reproduction of the art work or collection, in accordance with credit line details supplied in writing. See Appendix 2.

4.6.9 Council will develop and implement procedures and standards that reflect best practice in collections management and good governance of Council resources. Council will seek advice from the Cultural Precinct Advisory Committee in the drafting of these procedures and standards (as provided for in the constitution of that committee).

4.6.10 Council retains the right to return an art work or collection to the Lender where it has been determined that the cost of storing, managing and/or conserving the art work or collection would impose an unsustainable financial cost onto Council.

4.6.11 Council agrees to meet with the Lender a minimum of once per year to discuss issues relating to the collection and its use and to share and exchange information.

4.7 Display and Exhibition

4.7.1 Council agrees to exhibit art works and collections in accordance with the policies, standards and procedures provided for in Councils *Collection Management Operating Framework*.

4.7.2 Council agrees to facilitate reasonable public access and interpretation activities and ensure that these requests are governed by copyright, moral rights and conservation principles.

4.8 Outward Loans

4.8.1 Council agrees to refer loan requests (from other institutions or bodies) for the art work or collection to the Lender for its determination.

4.8.2 Council agrees to administer any loan request approved by the Lender in accordance with the policies, standards and procedures provided for in Councils *Collection Management Operating Framework*.

4.9 Conservation

4.9.1 Council will adhere to the principal conservation goal of stabilising the art work or collection. (Signing a Deed of Agreement does not obligate Council to fund conservation-restoration work, which may require the services of a qualified conservator-restorer).

4.10 Deaccessioning

4.10.1 Council accepts that the Lender retains responsibility for all decisions relating to the disposal, sale or donation of the art work or collection.

4.10.2 Council will advise the Lender of any proposed review of the significance of an art work or collection which has been relocated to the Cultural Precinct.

4.10.3 Where Council has established that an art work or collection is no longer deemed to be significant (when assessed against *significance criteria*) it will return the art work or collection to the Lender. Council accepts that the Lender retains sole responsibility for any decision relating to the disposal, sale or donation of the art work or collection. At the request of the Lender, Council may also negotiate an alternative storage agreement (as provided for in Council's Cultural Collections Policy).

4.11 General

4.11.1 Council will abide by the policies, standards and procedures provided for in Councils *Collection Management Operating Framework* in relation to the art works and collections once they are relocated to the Cultural Precinct.

4.12 Disputes

4.12.1 Council will receive written notice from the Lender where the Lender is of the view that Council has breached the conditions of this Agreement. The Manager Cultural Services, in the first instance, will liaise with the Lender to seek an acceptable resolution to the alleged breach.

4.12.2 Where an acceptable resolution to an alleged breach (raised in accordance with the provisions of clause 4.12.1), cannot be achieved by consultation between the Manager Cultural Services and the Lender, the dispute will be referred to the General Manager for action as provided for in Councils *Complaints Handling Policy*.

5. Agreement

Council agrees to accept the loaned art work or collection as described on an Inventory List and in accordance with Terms and Conditions listed above.

Signature

Date

Name (please print) on behalf of Hawkesbury City Council

The Lender agrees to loan the art work or collection as described on an Inventory List and in accordance with Terms and Conditions listed above.

Signature

Date

Name (please print) on behalf of Friends of the Hawkesbury Art Community and Regional Gallery Inc.

APPENDIX 1.

Inventory

Objects / Collections

No	Artist	Title	Date	Medium	Dimensions	Condition	Certified Insurance Value (if known)

APPENDIX 2.

Lender Acknowledgement

Credit Line : _____

(Print wording of credit line to be used when acknowledging the Lender. Credit lines need to be succinct)

APPENDIX 3: Governing principles for this Deed of Agreement:

1. flexibly responds to different requirements for the storage and management of cultural collections and cultural heritage assets;
2. relocates collections (with or) without a change of ownership;
3. supports the strategic directions set down in the Cultural Plan;
4. recognises the aspirations of collection owners to participate in development of policies and practices to guide use of their collections;
5. minimises the need for additional (and unbudgeted) staff and material resources by integrating collection management within existing operations;
6. establishes an efficient and unambiguous operational framework where limited staff and material resources can be deployed most effectively
7. builds sustainable partnerships based on reciprocal obligations
8. fits within Council's committee structure and holds Council + partners accountable to the community for delivering Cultural Plan outcomes

Attachment 4

Letter from Hawkesbury Historical Society Inc. Dated 26 July 2007



Hawkesbury Historical Society Inc.

89 Smith Road
Oakville NSW 2765
Phone: 02 4572 3007

26 July 2007

Acting General Manager
Hawkesbury City Council
PO Box 146
Windsor NSW 2756

Dear Mr Jackson

Deed of Agreement (Incoming Permanent Loan Agreement)

The Society has received a letter from Keri Whiteley, Manager Cultural Services, Ref: 103542 regarding Version 7 of the draft Deed of Agreement between Hawkesbury City Council and Hawkesbury Historical Society.

The Historical Society at its meeting of 26 July 2007 discussed this draft Deed of Agreement inclusive of Appendices and Annexure Agreement and were very pleased with the finalised document.

The members resolved that this document be accepted and wished to convey their willingness for the agreement to be advanced for its formal acceptance by Council.

We would like to extend our thanks for the very co-operative approach in which Council has conducted the establishing of this agreement between our two parties. We realise the vast amount of work that has gone into a document of this nature and look forward to the final execution of the agreement.



SCANNED

Please find particulars below of contact for the Society as requested:

Organisation:	Hawkesbury Historical Society Inc		
Address:	PO Box 293 Windsor NSW 2756		
Contact (Position):	The Secretary	Tel No:	02 4572 3007
Contact (Name):	Judy Newland	Fax No:	02 4580 8990
ABN No:	91 099 233 587	Email:	jmnewland@bigpond.com

Yours faithfully


Judy Newland
Secretary

All correspondence to: The Secretary
Hawkesbury Historical Society Inc
PO Box 293 Windsor NSW 2756

Attachment 5

Letter from the Friends of Hawkesbury Art Collection and Regional Art
Gallery Inc.

August 6, 2007

Ms. K. Whiteley
Manager Cultural Services
Hawkesbury City Council
Deerubbin Centre
300 George Street
Windsor, NSW 2756

Dear Ms. Whiteley,

Re: Draft Deed of Agreement V7 FOHACaRG

At their meeting on August 2, the Friends of the Hawkesbury Art Community & Regional Gallery Inc agreed to proceed with the signing of this version of the Deed of Agreement with Council once ratified by the Councillors.

We look forward to continuing with the process of implementing the long term loan of our Collections to the Hawkesbury Cultural Precinct and building on this sustainable partnership for the benefit of the community's cultural development.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Michael Ginnings", with a large, stylized flourish extending upwards and to the right.

Michael Ginnings
President