



Hawkesbury City Council

attachment to item 34

Attachment 1

Deed of Agreement Between Hawkesbury
City Council, Hawkesbury Historical
Society and the Friends of the Hawkesbury
Art Collection and Regional Art Gallery

Attachment 2

Assessment Report on a proposed *Deed of
Agreement* between Hawkesbury City
Council, Hawkesbury Historical Society
and the Friends of Hawkesbury Art
Collection and Regional Art Gallery

date of meeting: 27 February 2007
location: council chambers
time: 5:00 p.m.

Attachment 1

Deed of Agreement Between Hawkesbury City
Council, Hawkesbury Historical Society and the
Friends of the Hawkesbury Art Collection and
Regional Art Gallery

DEED of AGREEMENT

PREAMBLE

WHEREAS the Hawkesbury City Council, the Hawkesbury Historical Society Inc. and the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. are partners in fostering historic, cultural and social awareness of the past, present and future of the Hawkesbury region and its place in the broader Australian scene, and,

WHEREAS the purpose of this Deed is to facilitate that partnership with regard to the location and storage of the collections owned, or held in trust, by the Hawkesbury Historical Society Inc. and The Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc, and to set down the conditions under which the collections will be held and managed by Council and,

WHEREAS this agreement is in conjunction with the Memorandum of Understanding and

WHEREAS it is desired that Graeme Faulkner, General Manager of Hawkesbury City Council, be the Settlor for the purposes of this Deed of Trust,

THEREFORE,

THIS DEED of TRUST made the day of between Graeme Faulkner in the State of New South Wales of the one part AND of the

Hawkesbury Historical Society Inc. AND

of the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc, each person so named to be trustee for the partner (namely Hawkesbury City Council, Hawkesbury Historical Society Inc. and Friends of the Hawkesbury Art Collection & Regional Art Gallery Inc), and,

WHEREAS

A. The Settlor has paid the sum of ten dollars (\$10.00) to the Trustees to be held by the Trustees upon the trusts hereinafter set forth.

B. The Settlor contemplates that from time to time further moneys and property both real and personal may be contributed by the Settlor and by other organisations as additions to the aforesaid sum.

C. The Trustees have consented to act as Trustees of these presents and to accept the trusts hereinafter expressed.

D. The Trust hereby established is established for the furtherance and development of the Hawkesbury Regional Museum and the Hawkesbury Regional Gallery as centres of regional significance to the Hawkesbury.

NOW THEREFORE THIS DEED WITNESSES that it is hereby agreed and declared as follows:

NAME

The Trust hereby established shall be known as "Hawkesbury Regional Museum and Hawkesbury Regional Gallery Collections Trust"

INTERPRETATION.

2. In this Deed unless there is something in the subject matter or context inconsistent therewith:

- (a) "Deed" means this Deed as altered or varied by any alterations or variations lawfully made thereto;
- (b) "representative" mean persons referred to herein or their successors in title or such other representative or representatives appointed for the time being under this Deed, whether additional or substituted;
- (c) "Collection" means the works on loan from the Hawkesbury Historical Society Inc. and the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. to the Hawkesbury Regional Museum or Hawkesbury Regional Gallery.
- (d) "Memorandum of Understanding" means the Memorandum of Understanding signed by Hawkesbury City Council, the Hawkesbury Historical Society Inc. and the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. on the 18th day of November 2004.
- (e) "year" means any calendar year.

PURPOSE AND PRINCIPLES GOVERNING THE LOAN AND USE OF THE COLLECTIONS

3. The Hawkesbury Historical Society Inc. and the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. shall at all times retain intellectual and physical ownership of their respective collections but shall for the purposes of administration be vested in the Trust while located at the Hawkesbury Regional Museum or Hawkesbury Regional Gallery

The purpose of the Hawkesbury Historical Society Inc. collection is to promote the history and heritage of the Hawkesbury district and region through the appropriate collecting, conservation, storage, display, accessioning, and interpretation of artefacts, archaeological excavation artefacts, photographs, paintings and other objects and documents, archival material and fabrics in the collection; and to make

these physical records, including prehistoric, general history and pioneer family items available for public viewing, study and educational purposes.

5. The purpose of the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. collections comprising the Clint, Edgecombe and general art collection is to provide a continuing balanced representation of excellence of the visual arts of the Hawkesbury region and a selection of national & international visual arts for public viewing in the Hawkesbury Regional Gallery as and when appropriate.

6. All items on display shall be acknowledged as either the property of or property held in trust by the Hawkesbury Historical Society Inc. or the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. as applicable and on other museum or gallery information as appropriate.

7. Copyright on any item within the collections remains with the person or organization identified in the Register as holding copyright.

8. Qualified staff employed by Hawkesbury City Council for the purpose shall supervise the management of the collections held in the Museum or Gallery, including display, safe storage, conservation, valuation and insurance.

9. No item of the collections shall be displayed or stored at a location other than the Regional Museum or Regional Gallery except on such terms as may be negotiated between the Museum & Gallery Director or the Museum & Gallery Curator and the Hawkesbury Historical Society Inc. or the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. whichever is the organisation holding ownership of the item involved.

10. Conservation requirements relating to any item of the collections shall be assessed on an as needs basis by agreement between the Museum & Gallery Director or the Museum & Gallery Curator and the organisation holding ownership of the item.

11. No item will be displayed without professional conservation assessment.

12. Decisions on deaccessioning shall only be made with the agreement of their respective owners.

REGISTER OF COLLECTIONS

13. An electronic Register for each collection shall be maintained by the Regional Museum & Gallery Director or the Regional Museum & Gallery Curator and shared with Hawkesbury Historical Society Inc. and The Friends of the Hawkesbury Art Collection & Regional Art Gallery Inc. and,

(a) the Register shall be certified by Council and the relevant organisation as a true and correct record of items held by Council on behalf of that organisation

(b) the Register shall include reference to the Hawkesbury Historical Society Inc. Register data base and Friends of the Hawkesbury Art Collection and Regional Gallery Art Inc. catalogues.

(c) the Register shall detail the current location of all items in the collections whether on display, in storage, on loan, or in a location other than the Museum or Gallery for any other agreed purpose and their conservation status.

(d) all changes to the Register shall be submitted to the Collections Policy Working Party of the relevant organisations for endorsement every quarter and may be inspected by the relevant organizations at any time during Council business hours or on a password- protected access electronic data base.

future donors of artefacts and items of visual art shall elect whether their donation is to the collection of the Hawkesbury City Council, Hawkesbury Historical Society Inc or The Friends of the Hawkesbury Art Collection & Regional Art Gallery Inc.

DISPLAY OF COLLECTIONS

14. It is the understanding of the Hawkesbury Historical Society Inc. that,

(a) new exhibitions are to be developed to concept stage by the Museum Curator with assistance from the Hawkesbury Historical Society Inc, Working Party and that the completed concept is to be ratified by the Hawkesbury Historical Society Inc.

(b) under the direction of the Museum Curator the Hawkesbury Historical Society Collection Policy Sub-Committee Working Party will contribute where possible to the execution of the ratified exhibitions.

15. It is the understanding of the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. that,

(a) Hawkesbury Regional Gallery's Exhibition Policy currently in draft form will stand separately from the role and purpose of the Collection Policy Sub-Committee as set out in the Memorandum of Understanding.

(b) the Gallery Director is responsible for maintaining a balanced exhibition program, which will include works from their collections as thematically required.

(c) further display opportunities will be subject to ongoing discussion between the Gallery Director and the Friends of the Hawkesbury Art Collection & Regional Art Gallery Inc Working Party during the term of this Deed.

PURPOSE, ROLE AND FUNCTION OF THE COLLECTION POLICY SUB-COMMITTEE WORKING PARTIES

16. The purpose, role and function of the sub-committee working parties established pursuant to the Memorandum of Understanding is

(a) to liaise regularly with the Gallery and Museum Curator and to offer advice on and help with the collections, exhibitions & programmes. The expertise embodied in both working parties shall represent an in-kind contribution by the Hawkesbury Historical Society Inc. and the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. to the operation of the museum and gallery and constitute a partnership agreement in

that capacity.

(b) to promote further possible outreach relationships.

LOAN OF ITEMS HELD BY THE MUSEUM AND GALLERY

17. In the event of a request for the loan of any item or items contained in the collections for display at another location by,

- (a) an external organisation
- (b) Hawkesbury City Council
- (c) the Hawkesbury Historical Society Inc.
- (d) the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc.

such request shall be subject to agreement between the Museum and Gallery Director and the Hawkesbury Historical Society Inc. or the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. whichever is the relevant organisation; and

- (a) no item or items shall be loaned without the written consent of the Museum & Gallery Director and the relevant organisation,
- (b) all loans shall be subject to an out-going loan agreement.
- (c) details of all loans shall be entered in the Register of Collections

FUNDRAISING AND PROMOTIONAL ROLES OF THE HAWKESBURY HISTORICAL SOCIETY INC. AND THE FRIENDS OF THE HAWKESBURY ART COLLECTION AND REGIONAL ART GALLERY INC.

18. The Hawkesbury Historical Society Inc. and the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. reserve the right to continue their traditional fundraising and promotional activities including but not exclusive to

- (a) events held in the Museum or the Deerubbin Centre's Community Rooms,
- (b) the sale of Hawkesbury Artists Trail brochures and other material owned by the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc.,
- (c) Hawkesbury historical prints, other suitable products developed and offered for sale by the Hawkesbury Historical Society Inc. or the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. in the Hawkesbury Regional Gallery's foyer space or such other space as may be set aside for the purpose,

(d) sale of books, prints, and souvenirs in the book shop at the Hawkesbury Regional Museum

(e) the provision of tourist information at the Hawkesbury Regional Museum, and

19. (a) The rate of commission on sales from exhibitions held at the Deerubbin Centre shall be consistent with normally accepted commercial rates.

(b) The mark-up on items sold by the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. shall be as determined by them.

(c) The profit margin on all items sold at the Hawkesbury Regional Museum by the Hawkesbury Historical Society Inc. shall be at the rate as determined by them..

RESOLUTION OF DISPUTES RELATING TO THE USE AND DISPLAY OF THE COLLECTIONS

20. In the event of a dispute arising in relation to any aspect including the accessioning, storage, display, conservation or loan of any item or items of the collections or any aspect of the administration of the Museum or Gallery, details of the dispute shall be put in writing as soon as possible and delivered to the Museum and Gallery Director who shall within two working days of receipt refer the dispute to the President of the Hawkesbury Historical Society Inc. or the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. whichever person or persons are relevant to the dispute and further shall within the three following working days convene a meeting with the relevant President(s) for the purpose of resolving the dispute.

Should the dispute also be considered to breach a term of the Deed then the Hawkesbury Cultural Precinct Advisory Committee must also be advised at the same time as it is referred to Hawkesbury Historical Society Inc. or the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc.

21. If the dispute is not resolved or the breach remedied within 28 days of the meeting or the resolution is unsatisfactory to the parties concerned the dispute may be referred to the

General Manager for resolution under the provision set down in the Memorandum of Understanding.

MEETINGS OF TRUSTEES

22.

- (a) There shall be a meeting of Trustees held at least once each quarter commencing from the date of the signing of the Trust document . Trustees may attend such meetings personally or by teleconference
- (b) At each such meeting all Trustees shall be present.
- (c) At each meeting the Trustees present shall appoint one of their number to chair the meeting.
- (d) At each meeting any resolution put to the vote shall, unless approved unanimously, be decided by a majority of Trustees each person having one vote.
- (e) In the case of equality of votes the question shall be determined in the negative.
- (f) Minutes shall be kept of the proceedings of all meetings of Trustees and shall be verified at the following meeting by the signature of the person chairing the meeting at which the proceedings were held or the signature of the person chairing the next succeeding meeting. Minutes shall be circulated within twenty-eight (28) days of the meeting and trustees shall advise within a further twenty-eight (28) days whether they agree with the minutes as circulated.
- (g) Notice of all meetings of Trustees shall be in writing and shall state the business of the meeting which shall include a review of the implementation of the this Deed being the Deed of Agreement referred to in the Memorandum of Understanding and may be given either personally, by pre-paid letter, facsimile or e-mail at least fourteen days prior to the meeting.
- (h) The keeping of minutes, the issue of notices and such other secretarial matters as may arise in furtherance of Trust business shall be carried out by an officer nominated by Hawkesbury City Council for that purpose.

(i) Within seven (7) days of a quarterly meeting written advice shall be forwarded to the General Manager as to the extent to which the provisions within the Agreement are being met.

RETIREMENT OF TRUSTEE.

23. A Trustee of this Deed may at any time retire as Trustee provided that at the same time the appointment in writing of a new Trustee has been forwarded from the organisation from which the retirement has come.

REMOVAL OF TRUSTEE

24. Hawkesbury City Council, the Hawkesbury Historical Society Inc. or the Friends of the Hawkesbury Art Collection and Regional Art Gallery Inc. may without being obliged to give any reason for so doing at any time and from time to time by Minute and subject to later ratification of a majority of Trustees,

(a) remove their Trustee of this Deed;

(b) appoint a new Trustee in place of the Trustee who is removed provided that notice in writing of such new appointment has been received by the remaining Trustees from the organisation from which the vacancy has occurred.

RECEIPTS BY TRUSTEES.

25. The Trustees may open and operate a bank account in such manner as the Trustees may determine providing it is in accordance with normal practice. In the circumstance that the Trustees resolve not to open an account the sum paid on settlement of this Deed shall be held in trust by Hawkesbury City Council.

VARIATION OF TRUSTS.

26. The Trustees may at any time and from time to time by absolute majority alter vary or modify the provisions of this Deed by Supplementary Deed including the trusts hereof provided that no such variation or modification shall be of any force or effect to the extent that by virtue thereof Trust property or any part thereof shall cease to be able to be applied and used for the purposes set out in Clause 3 hereof.

Any new trusts created pursuant to the power hereby reserved are to be able likewise to be altered varied or modified in the manner aforesaid.

WINDING UP.

27. Upon the winding up or dissolution of the Trust created by this Deed all property vested in the Trust shall be returned to the organisation holding ownership at the time of creation of the Trust.

IN WITNESS WHEREOF these presents have been duly executed the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED

by Graeme Faulkner as General Manager of the Hawkesbury City Council

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in the presence of

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byas representative of the Hawkesbury Historical Society Inc.

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in the presence of

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by..... as representative of the Friends of the Hawkesbury Art
Collection and Regional Art Gallery Inc.

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in the presence of

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Attachment 2

Assessment Report on a proposed *Deed of Agreement* between Hawkesbury City Council, Hawkesbury Historical Society and the Friends of Hawkesbury Art Collection and Regional Art Gallery

ASSESSMENT REPORT

Assessment report on a proposed
Deed of Agreement between
Hawkesbury City Council,
Hawkesbury Historical Society and
the Friends of Hawkesbury Art
Collection & Regional Art Gallery

20 January 2007

Report for Hawkesbury
City Council by:

Peter Scrivener
44 Reiby Street
Newtown
NSW 2042
reiby@spin.net.au
mob: 0410 720 402

Project Brief

Hawkesbury City Council contracted my services in November 2006 to assess the proposed Deed of Agreement for partners associated with the Hawkesbury Cultural Precinct. The Hawkesbury Cultural Precinct includes the Deerubbin Centre where the Hawkesbury Central Library and Regional Gallery are accommodated, Richmond Branch Library and the planned Regional Museum. The Brief outlined the following:

1. The Deed of Agreement (DoA) is to be assessed for its efficacy in providing a legal foundation for the sustainable management by Hawkesbury City Council of the Friends of Hawkesbury Art Collection and Regional Art Gallery (FOHACaRAG) and Hawkesbury Historical Society (HHS) collections - for the benefit of the Hawkesbury community, now and into the future.
2. Sustainability is to be specifically considered in terms of:
 - financial costs incurred by Council (on behalf of its constituents) under the conditions of the proposed DoA.
 - the social benefits gained under the conditions of the proposed DoA.
3. Specific amendments to the proposed DoA - that will give a demonstrable improvement in terms of sustainability - are to be provided.
4. Provide examples of similar legal arrangements involving community groups, local government and collections. These examples are to illustrate either industry best practice or how the Hawkesbury can avoid the mistakes of others.

Copies of the following associated documents were provided with the brief:

- Deed of Agreement (draft)
- Memorandum of Understanding (November 2004)
- John Murphy curatorial consultancy report (2003)
- John Kirkman, Jenelle Becker and Susan Conroy report (2004)

Within this context I have reviewed the opportunity presented and the important achievements of Hawkesbury City Council working in partnership with collection owners - HHS and FOHACaRAG. I have also consulted with representatives from other councils and/or the cultural heritage community organisations they work with to analyse their partnership experiences and agreement documentation.

A summary of recommendations for implementing an agreement that has capacity to be sustainable and will deliver current and future benefits for the Hawkesbury community is presented on pages 12-14.

Acknowledgements

Representatives from councils and cultural heritage community organisations have demonstrated a generosity of spirit sharing information about their experiences of relevant partnerships. I have not directly identified these sources as this project takes a broad-stroke approach to the issues rather than relying on direct quotes. The most important message to be conveyed throughout this report is that partnerships, like many relationships, require continual work to gain effective results. They are dependant on open communication, changing circumstances and opportunities, flexibility to resolve issues, and a framework of respect for common goals.

ASSESSMENT REPORT

Preamble

The Hawkesbury community has identified an opportunity to gain considerable benefits in consolidating the management, development and presentation of their cultural heritage collections via the establishment of the Hawkesbury Cultural Precinct. Collections gathered by dedicated community groups will be better resourced and promoted to creatively engage visitors and extend community access. The effective management and development of these collections will enhance their use to ensure the Cultural Precinct fulfils the community's vision to showcase Hawkesbury's past, present and future.

This context for partnerships between Hawkesbury City Council and those community groups with interests in visual arts, culture, local history, tourism and community development will be facilitated by agreements, plans or policies which effectively progress and promote these outcomes.

Achievements

Consultative planning involving Council and community groups exploring partnership opportunities have realised the opening of the Deerubbin Centre and commenced regional museum development. Essential guides to facilitate these achievements have included the Memorandum of Understanding (MoU) signed in November 2004.

The implementation of these consultative processes has been effective in bringing partners together to plan physical and administrative infrastructure, consolidate resources, and commence visioning a future. Within the parameters of this assessment it is important to acknowledge the strategic commitment made by partners in support of these achievements. This (by no means an exhaustive list) includes:

- the profile and fundraising activities of FOHACaRAG which has successfully lobbied for a permanent Hawkesbury home for the visual arts
- the rigorous program of research and publication continued by HHS which has kept significant Hawkesbury stories alive
- the employment by Council of a team of professionals skilled and experienced in managing heritage resources, communications and creative programming focused on the best outcomes for community.

The Vision

Hawkesbury's Cultural Precinct will be resourced, as feasible, to build on the strengths of Hawkesbury's collections, developing their use by applying best practice in their management and care. Resources will be integrated across collections to maintain a holistic approach to cultural heritage management, informed by community cultural development principles and sustainable practice. Partnership across community

representatives and professional expertise will match community and customer needs with industry standards, developing services and a confident profile that attracts support from the corporate sector and government.

The Cultural Precinct will have capacity to integrate the presentation of visual arts, history and library resources in telling unique stories of Hawkesbury. This interpretive plan, seldom explored in the sector¹, is a contemporary approach which by blurring the boundaries (art-lover/history buff) extends audiences and may provide Hawkesbury with a distinct 'point of difference' in a competitive and often difficult market.

In order to exploit the current opportunity and to identify and promote an integrated vision, present and future needs of the collections and their potential for interpretation, will need to be addressed through strategic planning and policy which guide best practice and sustainability.

Collections policy will inform continuous refinement of collections. It will facilitate effective documentation including knowledge-gathering which will add value to the collections. It will consolidate loans procedures, address preservation issues including storage requirements, and set effective procedure for both acquisition and deaccession. In accordance with sustainable industry standards, collections must have well considered opportunity for growth, revision and disposal that is aligned to strategic direction. Policy can also articulate roles and responsibilities of trained and experienced staff (paid/unpaid).

The Role of the Proposed DoA in Furthering the Vision

The proposed DoA is to be read "in conjunction with the Memorandum of Understanding" so cannot be viewed in isolation. Contained within the MoU are references to other key planning processes and planning instruments many of which are discussed in the Murphy report (2003) and Kirkman/Becker/Conroy report (2004). These critical planks, namely: collection policy, strategic and cultural planning, and terms of reference for committees, are the essential building blocks for activating the vision.

Are these critical planks in place or scheduled to commence shortly? The combined documents of MoU and DoA in their current form require revision to acknowledge clearly what plans and committees are operative and which are pending.

For the DoA to provide a firm foundation for sustainable management (including presentation) of collections by Council, a shared understanding of collection development and management is required. This should be a key objective in strategic planning, with collection policy development stemming from that vital process.

¹ Canberra Museum and Art Gallery is an excellent example of this approach, also seen in New Zealand's Te Manawa Cultural Centre in Palmerston North, and Puke Ariki in New Plymouth.

It would be timely to review the significant achievements of the MoU, but to also allow the message of that document to focus on vision and governance for effective, strategic leadership. A business/management plan and specific policies are the more focussed and detailed documents to aid implementation – these flow on from the process of creating the strategic plan.

Legal Foundations in the Proposed DoA

As it currently stands the DoA is (firstly) a legal agreement to establish a Trust, and (secondly) outlines management conditions. This combination of purposes, expressed in this current format, could work against the integrated and effective operations of the Hawkesbury Cultural Precinct. By specifying too much detail of management procedure it may fail to allow suitable flexibility for the development of collections and therefore limit the collections from achieving their potential in the shared vision.

The DoA and MoU acknowledge that both HHS and FOHACaRAG have legal ownership of their collections. Both societies must verify the documentation of their ownership before Council takes the next step². It would be prudent for Council to clarify this status by including a better description of the collections as per a specific date. For example, with reference to a current or dated inventory which could be an attachment of the MoU, or within the proposed cultural plan. The existing documentation records for these collections should be included as an integral part of the collections. This would include catalogue, database, object files – any information relating to provenance to aid future research and interpretation.

Clarity of ownership and the governance structure to authorise management activities must be the key component of such an agreement. It would appear that the decision-making teams and processes outlined in the MoU may have exhausted their original purpose, or through completion of their cooperative activity be deemed no longer necessary.

The possible establishment of a (Cultural Precinct Collections) Trust may help to support integrated management of assets. This entity should become the owner of any items acquired after an established date eg. signing of the MoU or DoA. However its proposed function and its powers are unclear. Serious consideration should be paid to the maintenance and the future of this entity. It could, for example, operate within a sunset clause provided this facilitates partnership outcomes within this development phase.

The role and terms of reference for the Cultural Precinct Advisory Committee which represents the key stakeholders, requires clarity in its governance powers. A review of this advisory committee could stem from strategic planning to identify the entity and role most essential for good leadership. Sub-committees could be established in accordance with need, and would be particularly appropriate in a strategic plan aligned to projects.

² Are donor records up to date? What percentage of acquisition records are considered accurate? Are any items 'held in trust'?

It would be advantageous to simply spell out the use of the term ‘intellectual ownership’ if it is used so a shared understanding of this can be upheld. This may relate to the credit line used when Council displays or publishes items from HHS or FOHACaRAG collections. Standardisation of the format should be developed to appropriately acknowledge those organisations, as well as the status of the combined collections managed by Council. This supports the vision and builds the profile of this asset.

Copyright issues are a separate matter. Agreements should refer to the guidelines provided by the Copyright Council for up-to-date information. Hawkesbury Central Library could maintain that information, and where possible, any specific copyright matter should be documented in the individual collection item’s database entry.

In relation to the resolution of disputes, these matters should be led by appropriate policy, and in accordance with the strategic plan and management plans established by the main advisory committee. A concurrent program of HHS and FOHACaRAG management meetings and reportage to the advisory committee or relevant sub-committees should be adequate in resolving issues. All parties should be encouraged to keep on track with a clause to review the agreement at least annually, and for a MoU review every 3-5 years. This is a more effective and sustainable method of maintaining ‘checks and balances’.

A winding-up clause should also be considered in relation to the existing constitutions of HHS and FOHACaRAG, for assigning an appropriate collecting institution to continue the care, management and public ownership of important collections of cultural heritage.

Issues of Sustainability

The DoA assigns management responsibility to Council. Maintaining the costs of building services, staffing, program budgets, technology and communications is a considerable commitment for a Council with a low rate base. Council have determined this is a worthwhile investment for a program that addresses wider community need, tourism and community development. Professionalising the management and presentation of the collections requires a significant resource that must be maintained within existing or projected budgets.

Council will need greater control of collection development to keep these activities in step with available infrastructure. Climate controlled and secure storage is essential for important collections, but this will be a finite resource within the Hawkesbury Cultural Precinct medium-term plans. Purchase of collection management software and associated costs including training and staff time will assist the best practice goals of the Precinct. The need for these resources will be driven by the collections, so they must be administered by effective policy. Council would be prudent to make the development of

collection policy a priority³ and to ensure that this policy uses significance assessment as a founding principle in determining accession decisions (and informs deaccessioning procedure).

In the DoA collections are referred to as “the use of the collections” and expressed in terms of being “located and stored” at the new gallery or new museum. This limits understanding of how these unique collections may be employed to engage audiences and contribute to Hawkesbury’s community development. The collections held in Hawkesbury Cultural Precinct may be on display, included in exhibitions, researched, photographed and published in a variety of media – all forms of interpretation either on-site or on temporary loan to other responsible managers by established procedure. During these museological activities or while in storage the process of research and amassing documentation should be encouraged as this adds value to the collection⁴

Museum collections are valuable mostly for their context. The information collected with and around collection items, is continually extended through comparison or analysis and contributes to their significance. The recognition of this ‘knowledge development’ is a limitation of the proposed DoA. It fails to emphasise or support development activities especially where they involve the necessary authority of Council professional staff to complete documentation with invaluable support provided by HHS, FOHACaRAG and their community contacts. Managed access to these documentation records also facilitates important knowledge development.

Specifically the DoA refers to an electronic register for each collection. These will be useful tools for on-going collection management. Ideally Council staff should take responsibility for this, including the addition of location/display detail. That detail required may differ per collection types⁵ and can be an onerous task to keep up to date. Most importantly, Council staff would focus on ensuring adequate loan agreements and conservation monitoring including enactment of security.⁶

Authority to adjust documentation records is an essential instruction to be outlined in collection policy. Submitting all these changes quarterly to a managing body is onerous. Reporting collection management and development activities⁷ would be a Council staff responsibility, and depending on delegation some of these activities would be tabled at a meeting for consideration and proposed action.

³ An interim collection policy could be adopted until adequate community consultation and long-range strategic planning can produce an effective and shared policy. See the *Museums & Galleries NSW Collection Policy Template 2005* which can be downloaded from the MGNSW website.

⁴ . This is an area where the members of FOHACaRAG and HHS can provide invaluable and continued support to paid staff. It is common museum experience that collection research is by necessity made a lower priority than providing day-to-day public access to services and collections.

⁵ Artefact collections may require more generic descriptions in this category eg. Thompson St building, rather than Room #, Rack #. Items of significance and those on display should be priority.

⁶ Council should consider purchasing collection management software that can be used for art and artefact collections. Vernon Systems maybe appropriate. Museums & Galleries NSW can advise on comparable systems.

⁷ Includes acquisitions, loans, forward programs, major conservation activities and deaccessions.

Ongoing collection activities in the DoA focus on remaining within possible limitations of existing collections rather than utilising the strength of the partnership to forge the kind of collection Hawkesbury Cultural Precinct may need to flourish. The opportunity presented by the partnership would be to develop and refine collections to provide the best outcomes for the community, present and future. Bringing collections together should be explored. With a focus on the use of collections there will, for example, be numerous opportunities for the museum to display artworks, the library to research photographs, and the gallery to display furniture. Therefore, Hawkesbury should continue to develop a model that will not limit these opportunities.

The opportunity to develop Hawkesbury Cultural Precinct collections by acquisition of other collections is always a possibility that should be anticipated. This may be addressed in the cultural plan. Consideration of these possibilities would be part of the advisory committee role, which should have wider community representation in its membership.

The implications of combining the collections including ownership by one entity should be discussed and reviewed. Review of agreements reveals that ownership by Council does not appear to have been discussed, nor the possibility considered, which is surprising considering the value of the infrastructure assets Council are offering to support the vision of the Hawkesbury Cultural Precinct. For Council to make the investments outlined in the MoU and DoA there should be opportunity for all parties to investigate ownership models in long-range strategic planning. In the first instance, effective management of collections, such as loan procedures and collection donations/gifts, will achieve greater community benefits if these follow best practice guidelines. Review of these practices will assist development now as well as flag potential collections issues on the horizon for effective longer-term benefits.

The DoA should also define whether the HHS and FOHACaRAG continue to collect. It is recommended that they do not, since the Cultural Precinct is now the entity established to manage cultural heritage collections. Should the groups continue to collect, there would be inevitable conflicts over new acquisitions, working against the principles of the partnership. Such conflicts might interfere with the responsible role the partners wish to project to the Hawkesbury and wider community.

The DoA specifies that no collection item is to be displayed without professional conservation advice. This is an extremely costly undertaking when there is not a conservator on staff. These costs can be built into exhibition development and annual risk assessments eg. pest inspections. Professional museum staff are skilled in assessing whether items are too fragile for exhibition, as well as preventative conservation. This should be adequate, with opportunity to call in specialised conservators on a needs basis. The discipline of vigilance in preventative conservation for display and storage is enshrined within the museum profession and should be prominent in strategic or management plans and policy.

Finally, the DoA partnership agreement must define clear communication, lines of responsibility and reportage paths so professional staff have freedom to act. It is inevitable that communications associated with managing community based collections are time-consuming. It is important that these essential activities can be conducted effectively, with important checks and balances that facilitate efficient decision-making focused on developing a stimulating and sustainable program.

Well considered policy, plans developed in consultation and mutual respect for skills and professionalism will assist Hawkesbury City Council manage the collections and the facilities according to the partnership vision.

Comparative Partnership Agreements

Models for establishing a workable foundation in partnership across museum and gallery evolve out of unique and specific conditions. Agreements similarly do not follow any set pattern and many of these are not legally binding. The most effective establish the spirit of cooperation, vision and shared goals. A clear articulation of both governance and management roles and responsibilities is essential to establish who has authority or freedom to act, reporting, approvals and appropriate review procedures. Within the agreement, or most effectively in the supporting documents, ownership of collections, facilities and policy aligned to vision or strategic directions should be easily accessible.

The following summaries refer to the experience of partners in these processes and where appropriate describe components of their agreement documents. They are incomplete as case studies, presented here to illustrate comparative opportunities or pitfalls.

1. Wagga Wagga City Council/Wagga Wagga Historical Society

This MoU signed in 1999 is often held up as an effective model. It was developed through extensive strategic planning and review of collections policy with both parties⁸. The agreement provided for a permanent home for the historical society collection in a greatly extended building and regional museum outreach model - Museum of the Riverina. There were two foundation documents: the MoU which establishes the principles and spirit of the partnership between the council and the society, and a lease agreement which is a legally binding document. The society leases the collection to the museum for 25 years with regular review. A twelve-member Advisory Committee with four members from the society and representation from the museum professional staff meets quarterly. Within the conditions the society ceased collecting but continues to research and publish. Cataloguing of the collection was minimal and this has been greatly developed by the museum in close association with the society's volunteers who continue to play an invaluable role in research. The collection policy outlines all aspects of collection development and management including procedures for deaccessioning. A program for the latter has been low priority till recent years.

⁸ Museum and Heritage consultant Kylie Winkworth worked extensively with Wagga Wagga City Council, Wagga Wagga Historical Society and stakeholders.

Maintaining the agreements has been a considerable commitment for both parties. According to best practice in any change management environment this includes formal review and calls for effective interpersonal communications. The spirit of the agreement continues to be upheld by all though the actuality of ‘letting go’ understandably challenges aging members of the society. This demands considerable support and skill from staff. When consulted for the purposes of this summary, stakeholders reported that although no revision to the letter of the agreement is planned, **a leasing arrangement is not recommended.** The partners alternative, potentially less-onerous, model was to explore **the deeding of the collection and documentation to the council.**

The museum has attracted good support from community, the region and from state/regional partners in cultural heritage. In doing this they have significantly raised the profile of the region’s arts and cultural heritage.

2. Camden Council/Camden Historical Society

These two parties are proud of the amicable relationship they have nurtured over many years during which time the museum has gained considerable support as an acknowledged ‘model’ local museum demonstrating exemplary practice. Currently, the council-owned building is being renovated to share foyer space with the adjacent council library – operations remain complimentary though separate. They have never had a formal arrangement but recently have **signed a one-page MoU without the involvement of lawyers.** The MoU will be reviewed annually. It simply outlines the spirit and intended community outcomes that can flow from greater linkages and integration between the two parties. The collection and its documentation are owned by the society. They are responsible for maintaining the roster to keep the museum open, the interior of the building and all exhibitions/displays, though they will jointly plan with council on an annual basis to develop programs and pursue joint funding.

3. Tweed City Council/Combined Tweed River Historical Societies

This model has been extensively documented⁹ and is an excellent model of vision and process. Most importantly the agreement has flowed from three historical societies recognising that the sustainability of their collections (and museums) was at risk unless they worked closer with the council, and progressed through essential strategic and heritage planning to establish effective foundations. The **MoU referred to the interim collection policy included in a regional museum strategic plan¹⁰** and signs agreement on the transfer of the societies’ collections to the council who agree to employ professional staff and commit to building a multi-campus regional museum. The societies were required to create a collections inventory which clarified their ownership – items not documented in this process would not transfer to the regional museum. The societies adjusted their own constitutions and agreed in the MoU to cease collecting though they continue to research, publish and charge the public fees for these activities. **Strategic planning has allowed all parties to work together,**

⁹ See *New Management Models* presentation at Museums Australia National Conference 2005 available on the MGNSW website.

¹⁰ Available on the Tweed City Council website. They are about to ratify their revised collection policy.

vision and establish goals. Recent delays in the process have occurred due to appropriate costings for building works and recurrent staffing requirements. This impact on the council reveals the need for a rigorous cost analysis of real/indexed costs of storing, managing, documenting and presenting collections. The societies conducted a valuation of their collections to assist stakeholders appreciate the in-kind investments contributed in the Tweed. They hold six seats in the twelve-member Advisory Committee (terms of reference and constitution are attachments to the MoU) which sets policy and approves acquisitions/deaccessioning.

4. Gilgandra Shire Council/Gilgandra Historical Society

Until recently the Cooe Gilgandra Heritage Centre managed by the council had often experienced a problematic relationship with the society whose collection is on display in two of the Centre's four galleries. In 2004 both parties signed a MoU which is reviewed every year until 2007. This agreement which rose out of strategic planning has **helped both parties endorse best practice in the presentation of collections and articulate the roles and responsibilities.** The tourist officer employed by the council has the final say on presentation in order to **manage the standard all parties have agreed to maintain.** The council provides a small budget for presentation and can assist the society with professional advice in this regard. A revised MoU in 2007 is planned to be more specific in the parameters of the support roles including the extent of the council's limited support for collection database entries which are final checked by the society. The council have no responsibility for housing collection storage and currently have limited need to engage with collection development issues. The council manage a (closed) collection displayed in an additional gallery and are not actively collecting. Recently they restored a large item and then gifted that to the society. While this item is appropriate for display in the Heritage Centre it is housed in a stable environment, however should the item be considered surplus to existing displays storage issues may arise and in turn challenge wider responsibilities for appropriate management of Gilgandra's cultural heritage. Current operations of the Centre and partnership arrangements are running effectively within parameters set by limited program budgets and the priorities scheduled by the tourist office and historical society.

Ineffective Models

Bicentennial museum developments spawned a number of ill-conceived partnerships and agreements developed between historical society museums and councils. Negative stories of these outcomes¹¹ have often clouded the sector's appreciation of the community benefits that can flow from well planned, consultative agreements that address sustainability. Many of those projects have since found new direction and resolved their issues.

An emphasis on strategic planning, collection policy development, significance assessment and cultural planning are guiding best practice in this field.

¹¹This includes Liverpool Regional Museum, Centennial Bakery Museum (Hurstville), Cowra Historical Museum, Peppin Heritage Centre (Dennilquin).

CONCLUSION

Hawkesbury City Council seeks solutions which will provide the best benefits for the wider community. To implement a sustainable forward plan Hawkesbury Cultural Precinct must aim for best practice with a thorough appreciation for the resources this plan will require in the short and the long-term.

Council and its partners can acknowledge what has already been achieved, and address new opportunities to use Hawkesbury collections most effectively. Good collection management led by planning and policy, and clear roles for all advisory committees, Council officers and volunteer supporters will promote achievement of the shared vision. Throughout this consultative process key issues raised throughout this assessment report will need to be addressed.

Key Issues

- a) Keep communication open to facilitate the spirit of partnership and in respect for managing change together.
- b) Prioritise the development of Collection Policy based on significance assessment.
- c) Prioritise revision of the advisory committee and its terms of reference. Consider broadening the membership base of the committee.
- d) Value the knowledge, skills and long-term commitment of HHS and FOHACaRAG, and the expertise and professionalism of Hawkesbury City Council staff whose clear delegation can best facilitate effective management.
- e) Consider the cost, and the short and longer-term benefits of establishing a Trust, and define how this would operate effectively with the advisory committee.
- f) Ensure the strategic plan addresses the possibility of, and preparation for, the transfer of ownership of HHS and FOHACaRAG collections. Investigate best practice across both museums and galleries for accepting unencumbered gifts.
- g) Strive to integrate collection development and management wherever possible by promoting Hawkesbury Cultural Precinct as both reference point and the umbrella entity.
- h) Schedule in a completion date for reviewing the MoU and reach consensus on what partnership statements or document is required.
- i) Separate the detail of management procedure and policy issues from the MoU/DoA and program this into the strategic planning process.
- j) Promote the research and the fundraising role of FOHACaRAG and HHS, including opportunity to continue their publication and income generation activities.

- k) Establish effective cycles of planning and review for all policy, agreements and plans.
- l) And most importantly, it is essential to clarify the current status of ownership of the collections, and to state this with a summary of where groups of items are located. A revision of FOHACaRAG and HHS collection inventories must verify the percentage of ownership of the collections they legally own, and where this ownership is unclear, make an informed judgement of risk in the event that an owner claims return of their documented or undocumented loan. It would be negligent of Council to negotiate further until this is clarified.

Recommendations

On the following page, 4 options are presented for the overarching approach Council could take at this point, and the possible consequences or results of these choices.

Option 1 offers the best opportunity for sustainable development:

All parties to the draft DoA (Council, FOHACaRAG and HHS) put aside the detail of the MoU and do not proceed with any DoA at this point. Instead, focus on strategic planning and collection policy development which will in turn inform the establishment of effective sustainable management plans including any required partnership agreements.

Options for the consideration of Hawkesbury City Council and partners

| | OPTION | CONSEQUENCES |
|----|--|---|
| 1. | Put aside the MoU/DoA to focus on strategic planning and policy development. | <ul style="list-style-type: none"> Centers decision-making on the key planning documents for sustainable practice. Maintains a cooperative approach in support of the vision. Can widen representation to increase community benefits. Opportunity to assess cost versus social benefits and deliver effective programming aligned to resources the partners can attract and contribute. |
| 2. | Revise the draft DoA and MoU format and content. | <ul style="list-style-type: none"> Continues dependency on current process and the constraints of current advisory committee. Could focus MoU/DoA on governance while strategic planning and policy address management procedures. Sustainable only if Council liability for unhindered collection growth or encumbered loans is removed. Unlikely to be cost effective (timely) in delivering sustainable results. |
| 3. | Update the draft DoA/MoU (plans and policies now in place, summarise terms of reference for current committees). | <ul style="list-style-type: none"> Nominates what areas are under review and the timeline for their resolution. Limits options for decision-making within the constraints of the current process. Process is hamstrung by short-term focus and therefore unlikely to deliver sustainability for future operations. Implications for Council's role (to provide and service a collections management role with limited opportunity to focus collection development) lacks capacity to address strategic opportunities for the wider community. |
| 4. | Adopt the draft DoA and MoU as presented by HHS and FOHACaRAG. | <ul style="list-style-type: none"> Places Council at risk to fund on-going costs without effective opportunity to focus collection development. Potential for shortfall in providing adequate storage would place collections at risk. Restricts professional and creative opportunity to focus the collections, and to extend innovative programming that could attract contemporary audience interests. Unlikely to deliver effective management which can present a confident profile and attract wider community and funding support. |