



Hawkesbury City Council

attachment  
to  
item 118

Draft Cultural  
Collections Policy

date of meeting: 26 June 2007  
location: council chambers  
time: 5:00 p.m.



## 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 A 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 and 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 ethics<sup>1</sup>. 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 significance of objects. This determination will be based on a *significance assessment* conducted in accordance with *Heritage Collections Council* guidelines<sup>2</sup>.
- 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 a 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

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<sup>1</sup> ICOM Code of Ethics for Museums, International Council of Museums, 2006

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

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 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 un-encumbered 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 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.

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

Table 1: Hawkesbury City Council Framework for Collection Development Activities

**Table 2 - Cultural Services – Collection Management Operating Framework**

