

Draft

Nillumbik Shire Art Collection Curatorial Guideline 2019-2022

FOR ORDINARY MEETING OF COUNCIL
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1. Introduction

Creative life is synonymous with the culture of the Shire of Nillumbik. Nillumbik is steeped in artistic tradition, from the early Australian Impressionists to the establishment of artist communities of Montsalvat and Dunmoochin. Such legacies have continued with the strength of today's community arts practices and professional contemporary artists representing Nillumbik at local, regional and international levels.

Nillumbik Shire Council values the interpretation of the Shire's local culture and heritage as expressed through the arts. As such, Council actively collects contemporary artworks that speak to Nillumbik's culture, together with works of excellence that reflect our artistic heritage, and is the custodian of the Nillumbik Shire Art Collection on behalf of the community of the Shire of Nillumbik.

The Shire of Nillumbik encompasses the parts of former Shire of Eltham and Shire Diamond Valley. Both the Shires of Eltham and Diamond Valley had strong art collections featuring the works of local across artists across both former municipalities. It was the Shire of Diamond Valley that first established the Diamond Valley Art Award in 1974., prior to the establishment of the Eltham Art Award in 1985. Both art awards, prestigious in their day, were the primary source of acquisitions for each collection.

With the 1994 Council amalgamations and subsequent separation of assets, the art collection of the former Shire of Eltham was retained by the new Shire of Nillumbik; and the art collection of the former Shire of Diamond Valley was retained by the new Banyule City Council. The Banyule Art Collection is accessible through a curated exhibition program presented by Banyule City Council.

The Eltham Art Awards then became known as the Nillumbik Prize (now the Nillumbik Prize for Contemporary Art) and enabled the Nillumbik Shire Art Collection to grow. As the collection has grown, artists from across Nillumbik are represented in the Nillumbik Shire Art Collection, many of whom have practices at a national and international level. Similarly, the collection houses artworks of other nationally and internally recognised Australian contemporary artists who have a strong connection to Nillumbik.

Informing the *Arts and Cultural Plan 2018-2022*, the *Travelling Teapot* community engagement and consultation confirmed that the community's long and close association with the arts is inextricably linked with the natural environment and that community connectedness, is the 'heartbeat' of Nillumbik. The consultation also demonstrated that contemporary art is valued highly. As part of the ongoing ethos of this region, the collection will continue to develop, with an emphasis given to the environment, the interests and passions of the community and it's cultural identity, as well as to contemporary art practice that reflects a global environment that is culturally diverse, technologically advanced, and multifaceted.

The *Nillumbik Shire Art Collection Policy 2019-2022* confirm's Nillumbik Shire Council's commitment to, and investment in, the Nillumbik Shire Art Collection, which incorporates

indoor visual art, outdoor public art and a civic collection. The *Nillumbik Shire Art Collection Curatorial Guidelines 2018-2022* provide the curatorial framework based on Council strategy and industry best practice. Both documents are inter-related, and should also be read in conjunction with the *Nillumbik Shire Public Art Policy 2018-2022* and the *Nillumbik Shire Public Art Implementation Plan 2018-2022*.

With artworks in excess of 500 in the visual art collection, together with 15 significant public art installations and over 100 items in civic memorabilia, this guideline provides the framework for collection management including, acquisition and de-accession, exhibition and display, conservation and maintenance.

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2. Guideline intentions

The *Nillumbik Shire Art Collection Policy 2019-2022* and *Nillumbik Shire Art Collection Curatorial Guideline 2019-2022* outline the processes for the management of the Nillumbik Shire Art Collection, and acquisition of artworks of excellence fitting the collection criteria. Both documents act in unison and replace the former *Nillumbik Shire Art Collection Policy 2014-2017*, and should be reviewed no later than September 2022.

2.1. Purpose

The collection is a tangible acknowledgement of Nillumbik's long tradition of artistic values and rich cultural heritage, and supports the development and growth of creative and cultural industries through:

- 2.1.1. Acquisition of indoor visual and outdoor public artworks of excellence, which foster the integrity of the collection;
- 2.1.2. Encouragement of donations and bequests of artworks to the collection via the Commonwealth Cultural Gifts Program, with Council accredited with deductible gift recipient (DGR) status;
- 2.1.3. The biennial acquisitive Nillumbik Prize for Contemporary Art;
- 2.1.4. Acquisition of significant heritage items and civic objects that reflect Nillumbik's social and cultural history; and
- 2.1.5. Enabling public access to Collection via exhibitions and public programs so as to educate, challenge and engage the community.

2.2. Scope

The *Nillumbik Shire Art Collection Policy 2019-2022* and the *Nillumbik Shire Art Collection Curatorial Guideline 2019-2022* applies to all items housed in the Nillumbik Shire Art Collection ("the collection"). The collection has three categories, namely indoor visual art, outdoor public art, and objects of civic significance. The guideline provides the framework for collection management processes, including, but not limited to, acquisitions and de-accessioning, public access, safe handling, maintenance and conservation of all collection items.

While the commissioning of all public art will be informed by the separate *Public Art Implementation Guideline 2018-2022*, only the public art that qualifies under the *Nillumbik Shire Art Collection Policy 2019-2022* ("the policy") and the *Nillumbik Shire Art Collection Curatorial Guideline 2019-2022* ("the guideline") will be housed within the collection.

All items housed within the collection must meet strict selection criteria and acquisition process as set out in the policy and guideline.

2.3. Exclusions

- 2.3.1. Generic, decorative civic features, community art installations, other visual or public artworks, craft and memorabilia commissioned or purchased separate to the the acquisition processes set out in the policy and

guideline, such works or items will not be housed by the collection. Accordingly, those works or items will remain the responsibility of the relevant installing and/or commissioning unit of Council.

- 2.3.2. Certificates and other objects of appreciation and memorabilia gifted from community to Council are outside the scope of the collection and should be dealt with by the relevant business unit of Council.
- 2.3.3. Street and office decorations.
- 2.3.4. Artworks will not be accepted from employees or Councillors of Nillumbik Shire Council, nor members of the Arts Advisory Committee.

3. Strategic alignment

3.1. Council Plan 2017-2021

Strategic objective 2 of the *Council Plan 2017-2021* provides for active lifestyles and artistic expression are fostered through participation and innovation. Priority Action 2.2.2 of the Council Plan provides for the review of the policy.

3.2. Arts & Cultural Plan 2018-2022

The *Arts and Cultural Plan 2018-2022* provides opportunities for the Nillumbik community to foster active lifestyles and artistic expression through participation and innovation. Goal two of the *Arts and Cultural Plan 2018-2022* provides for the development and growth of creative and cultural industries, with actions to enable innovative opportunities for engagement with the Nillumbik Shire Art Collection, alongside major bi-annual exhibitions.

3.3. Arts Advisory Committee

The collection is managed by Council's Arts & Cultural Development unit and curated by the Curator & Creative Industries Officer ("the Curator"). The Curator will act on an opportunity to acquire an exceptional work of art in consultation with the Arts Advisory Committee.

The Arts Advisory Committee provides a formal mechanism for Council to consult with key stakeholders and seek specialist advice. The Arts Advisory Committee's role is advisory only and not a decision-making body, in accordance with its Terms of Reference.

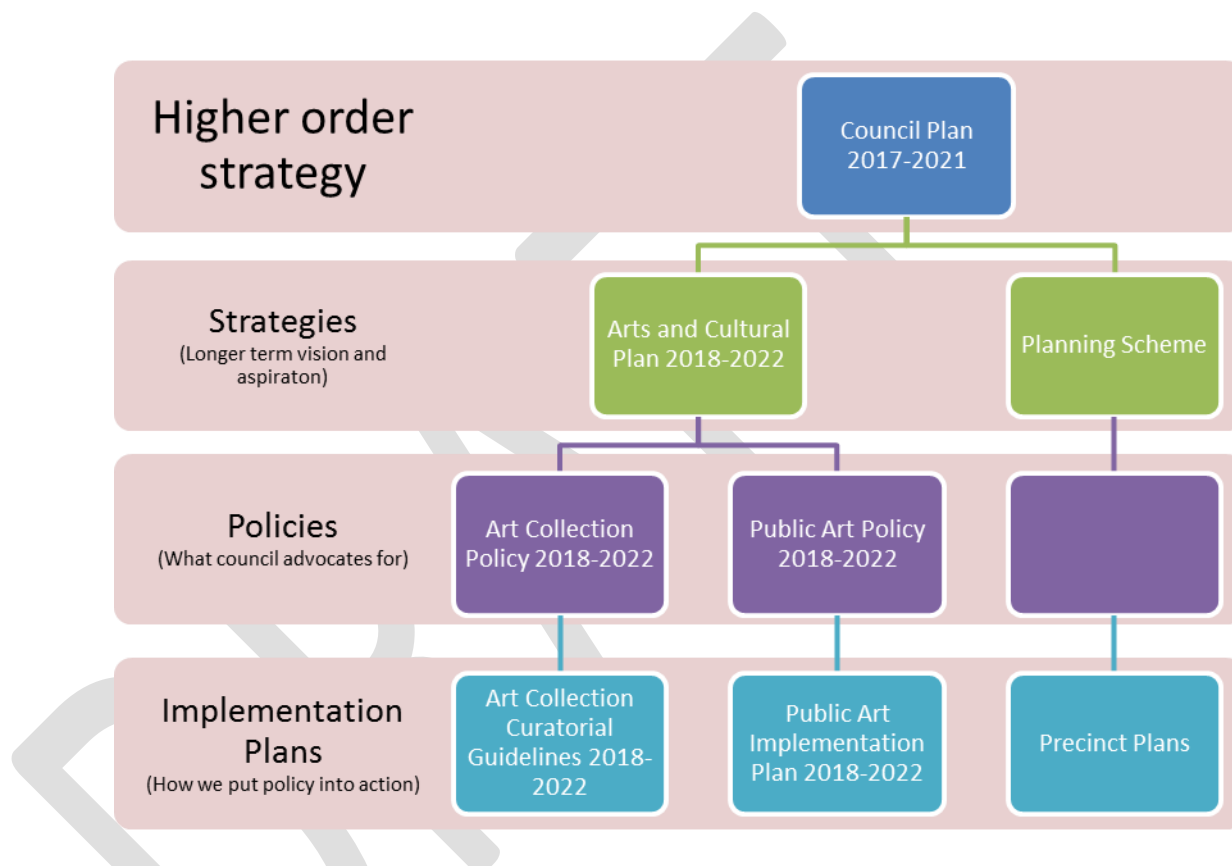
The Arts Advisory Committee will offer recommendations on the proposals for:

- 3.3.1. The allocation of the collection's acquisition budget and trust reserve towards the purchase of one or more works of art.
- 3.3.2. The acceptance of "donations", "gifts" and "bequests" into the collection.
- 3.3.3. The acquisition of artworks and/or objects of significance and civic memorabilia for inclusion in the collection.
- 3.3.4. The de-accessioning of artworks in the collection.

3.3.5. The strategic direction of the collection and the arts and cultural plan.

For artworks in specialised fields of art, the Arts Advisory Committee may seek advice from specialists with acknowledged expertise in a given area when deemed beneficial.

Conflicts of interest by sitting members of the Arts Advisory Committee must be declared prior to the consideration of an item for acquisition and managed in accordance with procurement policy.



4. Nillumbik Shire Art Collection framework

4.1. Collection purpose

4.1.1. To facilitate public and participatory arts as an every day experience by enhancing indoor and outdoor public spaces throughout Nillumbik, contributing to a sense of belonging and custodianship, and the stimulation of creativity.

4.1.2. To develop and grow creative and cultural industries by

4.1.2.1. fostering understanding, enjoyment and appreciation of Nillumbik's artist heritage and a wider appreciation of modernist and contemporary arts as represented in the collection;

- 4.1.2.2. supporting the development of contemporary art practice; and
- 4.1.2.3. encouraging donations and bequests through the tax deductible Commonwealth Cultural Gifts program; contributing to the economic development of Nillumbik's creative industry.

4.1.3. Support and promote arts and cultural activities that maximise access by

- 4.1.3.1. recording Nillumbik's social history through objects of significance and civic memorabilia; and
- 4.1.3.2. engaging with the widest possible audiences via exhibitions and public education programs, enabling participation with the cultural life of the community and to enjoy the arts, and opportunities for social connectedness.

4.2. Collection categories

4.2.1. Visual art

Two and three-dimensional contemporary and modernist visual artworks (including preparatory works if applicable) of excellence in traditional and non-traditional mediums by emerging, mid-career and established artists. Contemporary art is defined as visual art produced in the late 20th century or by artists living in the 21st century.

4.2.2. Public art

Permanent or temporary site-specific contemporary art integrated into public space, parks or public facilities designed to stimulate the community and enhance a sense of place. Public art can include such genres as:

- 4.2.2.1. permanent two or three-dimensional visual art, craft or design.
- 4.2.2.2. new media such as projection and digital artworks.
- 4.2.2.3. Documentation of ephemeral (temporary) installations and artworks.

4.2.3. Civic collection

Memorabilia objects and artworks of significance relating to the social and cultural history of the Shire of Nillumbik and of Council; including memorials and monuments specifically created as artworks, whereby a professional artist or artists has/have been commissioned and an artistic process has formed the context and development of the installation.

4.3. Acquisition identification

Acquisitions can include purchases, commissions, donations, gifts, bequests or loans.

4.3.1. Curatorial

The Curator will monitor opportunities to develop the collection in accordance with the policy and guideline and may seek advice from industry professionals.

Acquisitions of artworks will not be accepted from employees or Councillors of Nillumbik Shire Council, nor members of the Arts Advisory Committee.

4.3.2. Artist/donor proposals

Any artwork or significant object proposed for acquisition must be submitted by the artist or donor to Council's office for viewing and consideration by the Curator, as arranged with the Curator. Alternatively, where appropriate, the artwork or significant object should be made available for a studio or gallery visit.

The Curator will assess the artwork or significant object to determine its suitability to meet the *Acquisition criteria* as outlined in 4.4. below, prior to arranging a further viewing by the Arts Advisory Committee. The viewing is for the purpose of consideration by the Curator and the Arts Advisory Committee, and carries no acquisition obligation.

4.4. Acquisition criteria

Artworks eligible to be housed within the collection must meet all of the *Core acquisition criteria*, and one or more of the *Collection category criteria* relevant to either visual art, public art or the civic collection.

4.4.1. Core acquisition criteria

- 4.4.1.1. An artwork of excellence.
- 4.4.1.2. An artwork of verifiable origin.
- 4.4.1.3. A durable artwork in sound condition.
- 4.4.1.4. A significant established artist or organisation with a strong professional practice and exhibition history; or, an emerging artist curatorially identified with a strong career trajectory and as producing exceptional artwork; either of which having practice worthy of representation in a public collection.
- 4.4.1.5. Council has an ability to resource conservation, framing, presentation and storage of the artwork, or specific conditions that relate to the artwork.
- 4.4.1.6. Council has the capacity to display the artwork in Council buildings or in public spaces without:
 - 4.4.1.6.1. hindering public access or safety; nor
 - 4.4.1.6.2. breaching the artist's moral rights.
- 4.4.1.7. An artwork that does not breach principles and protocols that protect Indigenous cultural heritage.

4.4.2. Collection category criteria

4.4.2.1. Indoor visual art collection

- 4.4.2.1.1. An artwork that contributes to contemporary art practice and theory.
- 4.4.2.1.2. An artwork that shows a verifiable connection with the Shire of Nillumbik.
- 4.4.2.1.3. An artwork that consolidates and expands the range of art forms or artists represented in the collection.
- 4.4.2.1.4. Is an original artwork or limited edition, signed and numbered by the artist.

4.4.2.2. Outdoor public art

- 4.4.2.2.1. A public artwork that contributes to contemporary art practice and theory.
- 4.4.2.2.2. A public artwork that contributes to the unique cultural identity and history of the Shire of Nillumbik.
- 4.4.2.2.3. A public artwork that creates a sense of place.
- 4.4.2.2.4. A public artwork that contributes to cultural tourism.

4.4.2.3. Civic collection

- 4.4.2.3.1. Memorabilia objects of significance, identifiably associated with the cultural and/or social history of the Shire of Nillumbik.
- 4.4.2.3.2. Memorials and monuments created as artworks of excellence, for the purpose to commemorate an event or person.
- 4.4.2.3.3. Memorabilia objects relating to the ongoing values and cultural policies of Nillumbik Shire Council.

4.5. Acquisition recommendations

For a proposed acquisition that meets all of the *Core acquisition criteria*, and one or more of the *Collection category criteria*, the Curator will complete and submit an Acquisition Recommendation Report (Appendix 1) to the Arts Advisory Committee for consideration.

For proposed acquisitions greater than \$5,000, an independent valuation must be obtained from Council's preferred valuer or the artist's represented gallery, and accompany the Acquisition Recommendation Report.

In accordance with its Terms of Reference, the Arts Advisory Committee must reach a consensus to recommend an acquisition. The voting majority members of the Committee will sign an *Acquisition Recommendation Report* according to the acquisition approval methods in 4.6 below.

4.6. Acquisition methods

The Acquisition Recommendation Report will be reported to Council through the presentation of Arts Advisory Committee minutes. Potential acquisitions recommended by the Arts Advisory Committee, are subject to approval in accordance with Council's procurement policy and delegated authority.

In the event the officer with delegated authority requires clarification in respect of the recommendation, the recommendation will be referred back to the Arts Advisory Committee for review and redevelopment.

The Arts Advisory Committee's reviewed recommendation will be returned for approval with committee minutes. Should the officer with delegated authority disagree with the reviewed recommendation of the Arts Advisory Committee, the recommendation will be referred to Council.

4.6.1. Purchases

- 4.6.1.1. The recommended acquisition (purchase) of an art work up to and including the value of \$5,000 will be approved under the delegated authority of the Coordinator Arts and Cultural Development.
- 4.6.1.2. The recommended acquisition (purchase) of an art work valued between \$5,000 and \$50,000, and accompanying independent valuation, will be approved under the delegated authority of the relevant departmental manager.
- 4.6.1.3. The recommended acquisition (purchase) of an art work valued between \$50,000 and \$100,000, and accompanying independent valuation, will be approved under the delegated authority of the relevant director.
- 4.6.1.4. The recommended acquisition (purchase) of an art work valued in excess of \$100,000, and accompanying independent valuation, will be referred to Council for decision.
- 4.6.1.5. Any single recommended acquisition (purchase) by way of commission in excess of \$150,000 (inclusive of GST) will be subject to a formal public tender process.
- 4.6.1.6. Following the decision to purchase any art work, an update will be issued to Councillors advising of the purchase and providing an opportunity for Councillors to view the acquisition.

4.6.2. Commissions

Artworks (including indoor visual and major outdoor public art) may be commissioned to meet specific criteria. Commissions usually relate to major public sculpture but can include indoor visual art.

- 4.6.2.1. The approval process for the commission recommendation will follow the same process as set out in 4.6 above.
- 4.6.2.2. For commissions in excess of \$5,000 the Curator and/or the Public Art Officer will invite relevant artists to submit expressions of interest for commission. The invitation for expression of interest will be developed in accordance with procurement policy in consultation with the Arts Advisory Committee. This will include the submission of images of current portfolio works, curriculum vitae, concept drawings, statements, budgets and any other formal documentation required as specified by under the Procurement Policy and Guidelines 2014.
- 4.6.2.3. Any single recommended acquisition (commission) in excess of \$150,000 (inclusive of GST) will be subject to a formal public tender process in accordance with S186 of the Local Government Act 1989 which takes precedence over Council Policy. A report will be presented to Council using the Council Contract Reporting template seeking approval of the scoping brief to initiate the acquisition process, and be subject to a formal public tender process.
- 4.6.2.4. Expressions of interest and public tenders will be presented to the Arts Advisory Committee who will make recommendations on the short-listing of artist candidates, in accordance with the selection criteria.

4.6.3. Donations, gifts and bequests

Donations to the collection may be made by artists, deceased estates or collector, among others. Any offer of donation to the collection must be unconditional, and will be carefully considered in regard to the appropriateness of the work to the collection, the degree to which it meets the acquisition criteria, its condition and any stipulation by the donor, storage and display.

- 4.6.3.1. The approval process for the recommendation to accept a donation, gift or bequest will follow the same process as set out in 4.6 above.
- 4.6.3.2. Donations are encouraged (if applicable) through the *Commonwealth Cultural Gifts Program*.

4.6.4. Biennial Acquisitive Nillumbik Prize for Contemporary Art

The Nillumbik Prize for Contemporary Art showcases, celebrates, promotes and supports the diversity of contemporary visual arts practice. As from 2019 the Nillumbik Prize will be an acquisitive biannual award with a

\$20,000 first prize. The acquisitive nature of the prize will contribute to the collection as an additional acquisition source. The Nillumbik Prize for Contemporary Art is judged by a panel of independent industry experts, and acquisition recommendation from the Arts Advisory Committee is not required. The formal approval process through via delegated authority remains.

4.7. Acquisition budgets and funds

4.7.1. Operational budget

An operational budget provides an allocation for acquisitions to two streams of the Nillumbik Shire Art Collection, namely the indoor visual art collection and the outdoor public art collection.

4.7.2. Art reserve fund

Council manages reserve funds for special acquisitions towards the collection. The reserve was created to become a primary budget source to draw upon for the acquisition of significant collection assets (such as major public sculpture) and is comprised of carried over acquisition funds, insurance claims, together with philanthropic donations and fund raising endeavours towards the collection.

4.8. Acquisition formalisation

After obtaining formal approval, the acquisition process will be undertaken by the Curator and appropriate Council officers in accordance with Council's procurement policy.

An Acquisition Acknowledgement form (Appendix 2) (whether by purchase, commission or donation) will confirm the acquisition to the artist or donor. The form will include permission to reproduce an image of the work for educational and promotional purposes.

In the case of the development and installation of major public artwork, this process will be governed by the Public Art Implementation Plan 2018-2022 and will require a core project team and control group made up of internal and external personnel with relevant qualifications and experience. This committee will provide advice, support and assistance to the project manager in overseeing the management of each stage of the project. Each stage of the project will adhere to Nillumbik Shire Council's *Project Management* framework, which has been developed in line with best practice project management principles. The Curator will adopt arts industry standards regarding the legal and moral rights of an artist and their work.

5. Collection management

The collection is curated and administered by the Curator. Administration includes responsibility for the documentation (including maintenance of individual artists' files), exhibition, care and preservation of the collection to museum best practice. The Curator is responsible for overseeing the manual handling of collection items that must be undertaken by suitably trained staff.

5.1. Insurance

Council's Risk Unit manages insurance of the collection. All works in the collection (including inward and outward loans for the duration of their lending) will be registered in the Council's asset register, *Rapid Asset*. It is optimum that the collection is re-valued triennially, or on the recommendation of Council's Risk Advisor.

5.2. Cataloguing

There are three methods of cataloguing the collection, each in unison with the other, meeting industry best practice in collection registration. Each item housed in the collection is documented in a manual logbook; Council's asset register, *Rapid Asset*; and via on-line collection database, [Victoria Collections](#).

Data held in all three catalogues include:

- 5.2.1. Acquisition and asset numbers
- 5.2.2. Name of artist/s
- 5.2.3. Title of work and year of production
- 5.2.4. Media category/description and dimensions
- 5.2.5. Secondary inscriptions (signatures, editions)
- 5.2.6. Acquisition details (date and source of acquisition)
- 5.2.7. Condition
- 5.2.8. Construction / Manufacture
- 5.2.9. Valuation
- 5.2.10. Provenance
- 5.2.11. Copyright
- 5.2.12. Location (current and history)
- 5.2.13. Description of work and of concept
- 5.2.14. Other confidential information.

Accession numbers will be allocated in chronological order to each item in the collection. The number will consist of the year of acquisition followed by a sequential number indicating the order of acquisition for that year. Where a work consists of more than one integral part, those parts will be allocated a letter which will follow the sequential number.

Each two and three-dimensional artwork will be identified with a Nillumbik Shire Art Collection label attached to the back of the work which states artist name, title of work, date, medium, dimensions and accession number.

Each item within the collection will be digitally photographed for security and promotional purposes and reproduced on Victoria Collections website with a hardcopy version of images accompanying the logbook.

5.3. Biographical register

A *Biographical register of artists* ("the Register") provides a resource for referencing and resource of artists represented in the collection. The Register includes files for each artist comprising the Contract of Acquisition, receipt of financial consideration, curriculum vitae of the artist, work statement and other publications and/or documentation relating to the acquired work and artist.

5.4. Moral rights and copyright

All items housed in the collection (regardless of whether the item was purchased, commissioned, donated, gifted or bequeathed) will become the property of Council. Copyright shall be reserved by the artist (or their estate) for the artwork housed in the collection, as well as for maquettes and plans if commissioned by Council. An agreement for promotional usage of images, within the moral rights of the Copyright Act 1968, will be entered into with the artist (or their estate). This agreement, incorporated in the Acquisition Contract, specifies that the display, reproduction, duplication or other utilisation of items from the collection shall not contravene any laws including those governing copyright, intellectual property or moral rights, nor shall the use of the artwork conflict with any commitments made by the Council in agreements with artists or donors.

5.5. Loans

From time to time, Council may agree to allow items from the collection to be loaned out to external public galleries and institutions that are members of the Public Galleries Association Victoria (PGAV) for curated exhibitions. Loan applications will be assessed by the Curator and decisions will be based on conditions ensuring the safety, security and appropriate display of the item(s) on loan.

5.5.1. Outward loans

Loans will proceed by agreement between Council (the lender) and the borrowing organisation (the borrower) under the following conditions:

- 5.5.1.1. The borrower agrees to exercise care in the handling, storage and display of loaned material and meet the Loan Agreement conditions (Appendix 3).

- 5.5.1.2. Loans will remain in the possession of the borrower until returned to Council.
- 5.5.1.3. The borrower must arrange appropriate insurance and a copy of the insurance policy must be submitted with the loan application.
- 5.5.1.4. The maximum loan period is twelve months. Applications for extensions of this period must be made prior to the loan expiry date.

5.5.2. Inward loans

Council may borrow items from other collections and/or individuals for exhibition and display to complement works held in its own collection.

- 5.5.2.1. Borrowed items shall only be accepted for specific exhibitions or research and for fixed periods of time.
- 5.5.2.2. Adequate insurance provisions must be arranged and a copy of the insurance policy provided to the lender.
- 5.5.2.3. Council will exercise the same care with respect to borrowed material as it does for its own collection.
- 5.5.2.4. Council will provide adequate storage and display conditions for borrowed items for the term of the loan.

5.6. Condition reporting

Condition Reports (Appendix 4) are a detailed report confirming the condition or conservation of an artwork, both in written form and in photographic documentation. Where possible, an acquisition will be accompanied by a detailed condition report. It may also be necessary to have an official condition report by a qualified expert for a variety of purposes:

- 5.6.1. Insurance;
- 5.6.2. Transportation;
- 5.6.3. Itinerant exhibitions; and/or
- 5.6.4. Loans.

The public art collection will be inspected and condition reported every two years.

5.7. Conservation

The collection will be conserved in a manner that enables the artwork to maintain or improve its value. The Curator will regularly inspect the collection and identify any artworks that require conservation. Conservation work will be undertaken within budget parameters. Where possible, all conservation work will be carried out in consultation with the artist or by an experienced conservator or by an expert in the field.

In the case of the public art collection, vandalism in the form of tagging and graffiti that may appear on outdoor sculpture will be removed promptly by Council in accordance with Council policy.

5.8. Maintenance

The maintenance of the collection will involve all aspects of care, including that not associated with conservation. Maintenance will be undertaken under the supervision of the Curator. Maintenance includes:

- 5.8.1. Replacing of framing and mats when required;
- 5.8.2. Cleaning of objects, glass, display units and plinths;
- 5.8.3. Painting of display units and plinths; and
- 5.8.4. Suitable storage of works.

In the case of the outdoor public art collection, maintenance of areas of natural environment surrounding such public artworks will be managed by Council's Open Space unit, in accordance with a maintenance schedule provided by the Curator.

5.9. Storage

Council's storage facility for the collection is finite. While a growing collection is encouraged, a sustainable collection, particularly in terms of storage, is important. Sustainability should inform acquisitions together with de-accessioning.

Collection items not on display will be housed in the art storage room or, if necessary, in off-site storage dedicated for artwork. Collection items such as textiles that require special care will be suitably and protectively stored according to the item's needs. Identification labels will be placed on storage boxes and shelves and linked to the collection records to further reduce handling.

6. Collection display and exhibition

The collection is intended to be accessible to the community and to enhance awareness, understanding and appreciation of art through exhibition and display at publically accessible spaces in Council buildings. The Curator will ensure that a significant number of works from the collection are on public display at any one time. However, it should also be noted that not all artworks in the collection are appropriate for long-term display in public areas due to their fragility or the high risk of theft and damage.

6.1. Display

In addition to the publically accessible spaces in Council buildings, artworks will be displayed in meeting rooms, the Councillors' lounge, the executive suite and the offices of senior management, where suitable hanging arrangements exist.

Loans (as detailed in 5.5.1 above) can be entered into with a secure commercial organisation, such as a bank, in order to display the collection and extend its reach. An example of this is the successful loan arrangement undertaken with Bendigo Bank Diamond Creek over a number of years.

Works on paper will only be displayed on walls where no direct light falls on the work and will be rested from all light from time to time in the art storage room.

The Curator is responsible for the allocation of artworks to office display, and will undertake regular rotations, based on incoming management staff and office changes and refurbishments, and collection rotation and rest periods and availability of works.

6.2. Programs

The Curator will produce a public program in relation to the collection to facilitate life-long learning and understanding of contemporary art by the community. This includes public access to the collection through an annual program of exhibitions, and information and education programs.

6.3. Titles and wall texts

Titles for all works will be established on a digital database. The title includes the following information:

- 6.3.1. Artist NAME
- 6.3.2. Title of work, date
- 6.3.3. Medium
- 6.3.4. Dimensions
- 6.3.5. Acquisition/donation details
- 6.3.6. Collection details
- 6.3.7. Copyright

Didactic wall texts may be prepared, complementing the titles, providing context for the artwork, the artist and/or methodology.

6.4. Display equipment

Items of display equipment identified for purchase and upkeep will be reviewed regularly. Purchases and repair will be carried out according to need and available funds. This equipment is only to be used for the display of artworks or otherwise used at the discretion of the Curator for purposes of the collection.

6.5. Lighting

Where possible, all collection items on display will be appropriately lit with the following museum standard guidelines:

- 6.5.1. The industry accepted 50 lux is the maximum recommended level for very sensitive items, such as costumes and other textiles, fur and feathers, dyed leather, prints, drawings, watercolours, stamps, manuscripts, coloured and many types of old photographs, miniatures, transparencies, and un-primed thinly coloured paintings on canvas.
- 6.5.2. For items that are moderately sensitive, such as oil and tempera paintings, lacquer ware, plastics, wood, furniture, horn, bone, ivory, undyed leather and minerals, the maximum recommended level is 200 lux.
- 6.5.3. Stone, ceramic, glass, and metal are insensitive to light, but it is recommended that 300 lux not be exceeded, as it will become more difficult for the human eye to adapt when there are large differences between light levels from one space to another.

6.6. Safe handling and transportation

The safe handling of a collection item is the responsibility of the Curator or otherwise at that officer's supervision. Safe handling procedures to museum standards should be undertaken with any item housed in the collection in order to reduce physical damage to the collection and this includes:

- 6.6.1. Wearing of gloves to avoid touching objects for almost all handling.
- 6.6.2. Using handling and transport aid, such as a trolley, where possible to minimise contact of objects and/or to assist with awkward or heavy items.
- 6.6.3. Organise work environments to ensure safe handling, minimising the potential for falls and breakages.
- 6.6.4. Hire specialists for the transportation of artworks.

7. De-accessioning

Artworks may be de-accessioned from the collection as part of responsible collection management, on identification by the Curator, and on recommendation by the Arts Advisory Committee.

7.1. De-accessioning criteria

De-accessioning will follow the same approval requirements as for acquisitions outlined in section 4.5 above, and in compliance with following criteria:

- 7.1.1. An item lost or stolen without possibility of recovery, or,
- 7.1.2. An item that has suffered excessive or irreparable damage or deterioration, or,
- 7.1.3. A change of circumstances has occurred in respect of an item, namely:

- 7.1.3.1. The site of a public artwork being no longer owned by Council, or is to be redeveloped for other purposes, and the artwork is unable to be relocated;
- 7.1.3.2. An artwork being unable to be adequately stored and/or restored or protected by Council; or,
- 7.1.3.3. An artwork being determined by the Curator and on recommendation by the Arts Advisory Committee to be no longer relevant to the collection and/or falls outside the scope of this policy, subject to a probationary period of five years.

7.2. De-accessioning process

- 7.2.1. The Curator will prepare a written report with recommendations for de-accessioning. If necessary, professional advice will be sought to assist with the assessment.
- 7.2.2. The report will be submitted to the Arts Advisory Committee and a recommendation will be made as to the most appropriate method of disposal of the collection item.
- 7.2.3. Full records of decision-making for any item de-accessioned will be kept.
- 7.2.4. The de-accessioned item will be retained for a period of twelve months to allow for reconsideration and reassessment. At the conclusion of the twelve-month period, the proposal will be reviewed by the Arts Advisory Committee prior to disposal.

7.3. De-accessioning approval

- 7.3.1. A majority of Arts Advisory Committee must vote on or resolve a motion to recommend the de-accessioning of an artwork. The voting majority members of the Committee will sign the de-accessioning report to confirm the recommendation.
- 7.3.2. The recommendation report by the Arts Advisory Committee is to be approved by the appropriate level manager or by Council as set out in 4.5a above.

7.4. Disposal

When de-accessioning artworks from the collection, the following procedure will apply, however, there is no obligation for Council to follow this procedure where this will result in any cost to Council:

- 7.4.1. In the event of loss or theft, the artist/s will be informed of the loss or theft.
- 7.4.2. In the event of, excessive or irreparable damage or deterioration, the artist/s will be informed of the damage or deterioration and, the item may be returned to the artist/s.
- 7.4.3. In the event of a change of circumstance, as defined in above, where the work has been:

- 7.4.3.1. Commissioned, the artist/s (or estate) will be offered a first right of refusal to purchase the work, or,
- 7.4.3.2. Donated, the work will be returned to the donor or (estate), or,
- 7.4.3.3. Purchased, the work will be auctioned, with the proceeds from auction used to further develop the collection through acquiring new work or for use in the care and management of the collection.

8. Glossary of terms

Acquisition	The process of ownership or custodianship of an asset, either by way of purchase, commission, donation, gift, bequest or loan
Australian impressionists	Artists of the late 19 th century associated with the Heidelberg School
Civic collection	Memorabilia objects and artworks of significance; including memorials and monuments created as artworks for the specific purpose to commemorate an event or person, relating to the social and cultural history of the Shire of Nillumbik and of Council
Cultural heritage	Community expression of a way of living through artistic and cultural knowledge and customs passed from generation to generation
Commonwealth Cultural Gifts program	A federal initiative that offers tax incentives to encourage people to donate cultural items to public art galleries, museums, libraries and archives in Australia
Community arts	Community-led and based artistic processes comprising any arts discipline or form, including visual, literary and performing arts among others
Contemporary arts	Art of today, produced in the late 20 th or by artists living in the 21 st century comprising any arts discipline or form, including visual, literary and performing arts among others
Creative industries	Industries with a principal purpose relating to cultural, artistic and heritage goods and services
De-accession	To dispose of a collection item, either by way of return, re-sale or donation
Deductable gift recipient (DGR) status	An entity or fund that can receive tax deductible gifts
Excellence	Artistic work and cultural experiences that represent the height of ambition, talent and skill
Memorabilia	objects kept or collected because of their associations with memorable people or events.
Modernist/Modernism	A period of experimentation in the arts from the late 19 th to the mid-20 th century, departing significantly from classical and traditional forms and/or indicate a relationship to a particular set of ideas that, at the time of their

	development, were new
Moral rights	The right of an artist to protect the integrity and ownership of their work
New media	Arts created with digital technology
Provenance	a record of ownership of a work of art.
Public arts	Any art/media intended for presentation in the public domain and accessible by all
Visual arts	Arts that are appreciated through sight, such as painting, sculpture, film. Other art forms include ceramics, drawing, printmaking, design, crafts, photography and new media

9. Related policies

- 9.1. Council Plan 2017-2021;
- 9.2. Nillumbik Shire Council Procurement Policy 2018-2019;
- 9.3. Arts and Cultural Plan 2018-2022;
- 9.4. Arts Advisory Committee Terms of Reference endorsed 30 October 2018;
- 9.5. Nillumbik Shire Art Collection Curatorial Guidelines 2019-2022;
- 9.6. Nillumbik Shire Public Art Policy and Implementation Guidelines 2019-2022.

10. Appendices

- 10.1. Acquisition Report (Appendix 1)
- 10.2. Acquisition Acknowledgement Form (Appendix 2)
- 10.3. Loan Agreements (Appendix 3)
- 10.4. Condition Reports (Appendix 4)


11. Policy review

This policy should be reviewed by September 2022.

Appendix 1 - Acquisition Report


Acquisition Recommendation Report

NILLUMBIK SHIRE COUNCIL
Art Collection



NILLUMBIK
THE ORKEN WEDGE SHIRE

Section 1: Artwork/object details

 Attach image of the artwork/object with this report

Artwork title:

Artist/s name:

Date of production/manufacture: Edition (if applicable):

Medium:

Dimension: If multiple parts are used, please provide further dimensions in the visual description box below.

(H) cm x (L) cm x (W) cm

☐ Framed ☐ Unframed ☐ Image ☐ Sheet ☐ Irregular/variable

Short visual description:

Section 2: Artwork/object information

Subject matter:

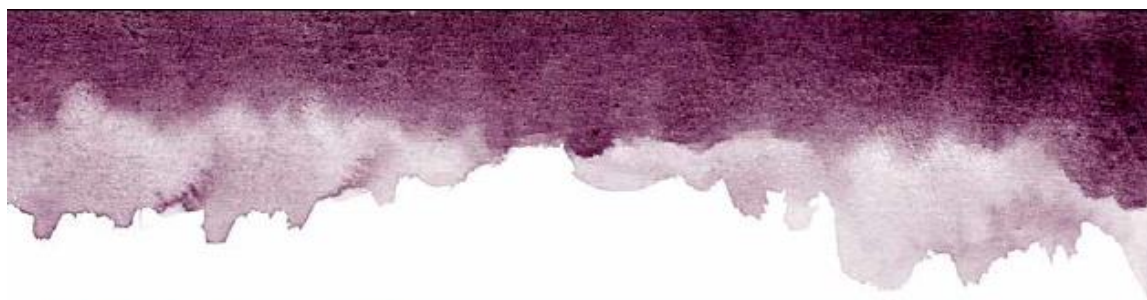
Ideas / Concept:

Historical Information:

Statement of Significance:

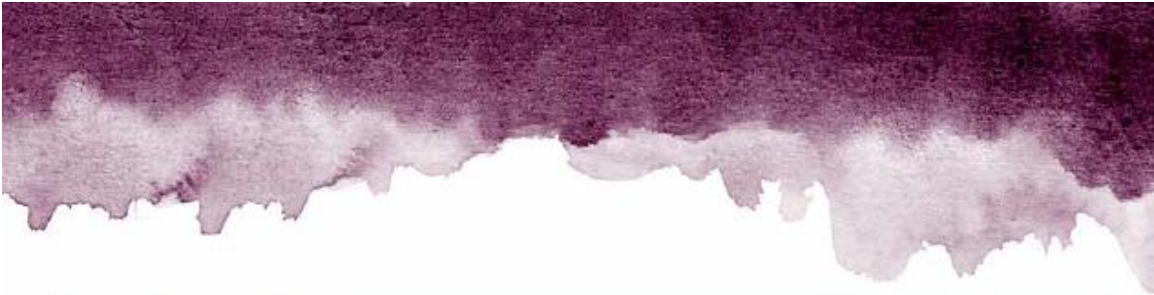
Provenance:

Condition:



Section 3: Acquisition/contact details	
<input type="checkbox"/> Purchase	<input type="checkbox"/> Donation
<input type="checkbox"/> Bequest	<input type="checkbox"/> Gift
Artist/Gallery/Estate:	
Contact name:	
Artist information:	
Price on acquisition: \$	
Valuation (if donated/gifted): \$	

Section 4: Acquisition criteria	
<p>The artwork/object is in accordance with the <i>Core acquisition criteria</i> (4.4.1) and at least one of the following <i>Collection category criteria</i> (4.4.2.1–3) of Council's <i>Art Collection Policy 2018-2022</i> as detailed below:</p>	
<p>Core acquisition criteria (4.4.1)</p> <ul style="list-style-type: none"> <input type="checkbox"/> A verifiable provenance. <input type="checkbox"/> A durable artwork (excluding ephemeral artwork) of excellence in sound condition. <input type="checkbox"/> Council's ability to resource conservation, framing, presentation and storage of the artwork. <input type="checkbox"/> An unconditional purchase, donation or loan. <input type="checkbox"/> The capacity to be placed on display in Council buildings or in public spaces without: <ul style="list-style-type: none"> • hindering public access or safety; • breaching the artist's moral rights; • breaching principles and protocols that protect Indigenous cultural heritage 	<p>Outdoor public art (4.4.2.2)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contributes to the unique cultural identity and history of the Shire of Nillumbik. <input type="checkbox"/> Contributes to contemporary art practice and theory. <input type="checkbox"/> Creates a sense of place within individual townships. <input type="checkbox"/> Enhances and enriches the public spaces and its natural environment. <input type="checkbox"/> Contributes to cultural tourism and local economic growth.
<p>Indoor visual art collection (4.4.2.1)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contributes to contemporary art practice and theory. <input type="checkbox"/> Shows a verifiable connection with the Shire of Nillumbik. <input type="checkbox"/> Consolidates and expands the range of art forms or artists within the collection. <input type="checkbox"/> Enhances the status and diversity of the Shire of Nillumbik. <input type="checkbox"/> Is an original artwork or limited edition, signed and numbered by the artist. 	<p>Civic collection (4.4.2.3)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Memorabilia objects of significance, identifiably associated with the cultural and/or social history of the Shire of Nillumbik. <input type="checkbox"/> Memorials and monuments created as artworks of excellence, for the purpose to commemorate an event or person. <input type="checkbox"/> Relates to the ongoing values and cultural policies of Council.



Section 5: Recommendations

Curator recommendation:


Arts Advisory Committee Signatures:

Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:

Appendix 2 – Acquisition Acknowledgement

Acquisition Acknowledgement

NILLUMBIK SHIRE COUNCIL
Art Collection



NILLUMBIK
THE GREEN WEDGE SHIRE

Section 1: Artwork/object details

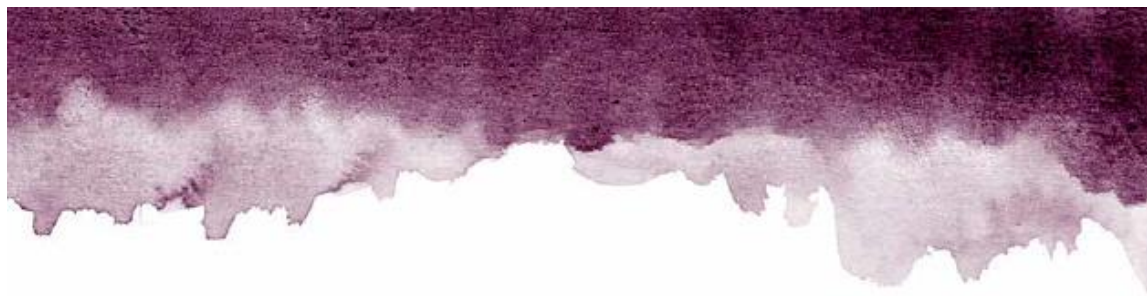
Accession No:	Office Use Only						
Artwork title:							
Artist/s:							
Date of production/manufacture:	Edition (if applicable):						
Medium:							
Dimension: If multiple parts are used, please provide further dimensions in the description box below.							
(H)	cm	x	(L)	cm	x	(W)	cm
<input type="checkbox"/> Framed	<input type="checkbox"/> Unframed	<input type="checkbox"/> Image	<input type="checkbox"/> Sheet	<input type="checkbox"/> Irregular/variable			
Short visual description:							

Section 2: Acquisition contact details

<input type="checkbox"/> Purchase	<input type="checkbox"/> Donation	<input type="checkbox"/> Bequest	<input type="checkbox"/> Gift
Contact name:			
Artist/Gallery/Estate (if applicable):			
Address:		Postcode:	
Telephone:		Email:	
Sale price: \$		ext/inc. GST	
Valuation: \$		A written valuation is to be attached to this form for works valued at \$5,000 or more.	
Has a written valuation been attached?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Requirements and/or conditions of sale, donation, gift, bequest (if applicable):			

Officially accepted into the Collection

Date:



Terms and conditions: Acquisition Acknowledgement	
<p>Nillumbik Shire Council agrees to:</p> <ul style="list-style-type: none">Acknowledge the artist and donor (if applicable) with the artwork/object whenever exhibitedConserve and frame (if applicable) the artwork/objectCatalogue and document the artwork/object in an online industry accredited collection database (<i>Victorian Collections</i>) for collection management and educational/research purposesPromote the artwork/object in Council approved printed material and online (Council website, <i>Victorian Collections</i>, social media platforms) for the purposes of education and public relations of the Nillumbik Shire Art Collection.Notify the artist/estate and seek permission for reproduction of image of the artwork/object for any projects outside Collection management and educational/research purposes	<p>of the Nillumbik Shire Art Collection (i.e. exhibition catalogues for sale, special projects, etc.)</p> <ul style="list-style-type: none">Notify the artist (artist's agent or estate) should the artwork/object be de-acquisitioned for any reason, offering the artwork/object to the artist/estate or to another public collection of the artist/estate's choice <p>Artist/Estate agrees to:</p> <ul style="list-style-type: none">Give permission to reproduce images of the artwork/object in Council approved printed material and online (Council website, <i>Victorian Collections</i>, social media platforms) for the purposes of collection management, education, research and public relations of the Nillumbik Shire Art Collection.Assist and/or advise Nillumbik Shire Council where possible on any restoration work that may be required at the expense of Nillumbik Shire Council
Artist/Estate signature:	Date:

Please provide with this agreement (if applicable):

- a current artist CV
- a work statement (or printed material, catalogue, etc.) in relation to the nominated work which includes: work concept, context, historical significance, method of production/location and provenance

Keep a copy of this form for your records.

Return form to:

Nillumbik Shire Council, Arts & Culture,
PO Box 476, Greensborough VIC 3088

Attention:


Curator

Contact: 9433 3131

Appendix 3 – Loan Agreements

Inward Loan Agreement

NILLUMBIK SHIRE COUNCIL
Art Collection



NILLUMBIK
THE GREEN WEDGE SHIRE

Section 1: Artwork/object details

Accession No:	(Office Use Only)
Loan No:	(Office Use Only)

Artwork title:

Artist/s:

Date of production/manufacture: Edition (if applicable):

Medium:

Dimension: If multiple parts, please provide further dimensions in the description box below.

(H)	cm	x	(L)	cm	x	(W)	cm
<input type="checkbox"/> Framed	<input type="checkbox"/> Unframed	<input type="checkbox"/> Image	<input type="checkbox"/> Sheet	<input type="checkbox"/> Irregular/Variable			

Short visual description:

Section 2: Lender details

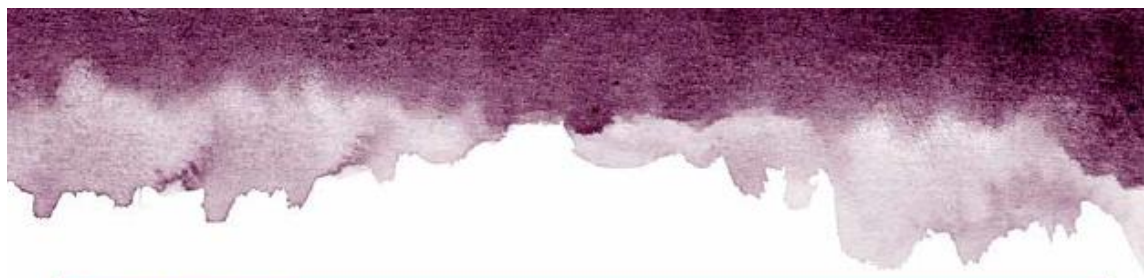
Contact name:

Artist/Estate/Gallery/Organisation:

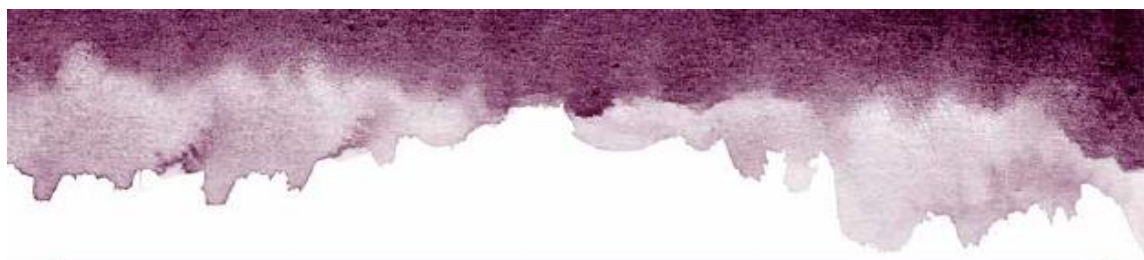
Address: Postcode:

Telephone:

Email:



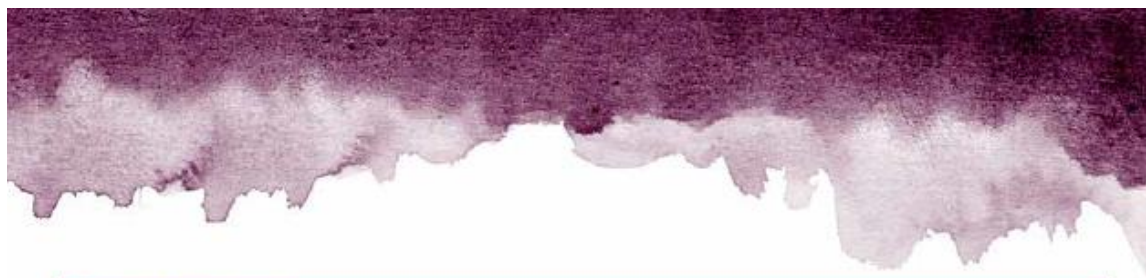
Section 3: Loan details	
Loan period start date:	
Loan period finish date:	
<input type="checkbox"/> Purpose: Temporary exhibition	<input type="checkbox"/> Purpose: Temporary public display
Exhibition title:	Location:
Location: (list of institutions attached if more than one location)	
Valuation: \$	Please attach a written valuation for works valued at \$10,000 or more.
Has a written valuation been attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
For artist: Is VISCOPY (or other) acting as your copyright agent? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other	
May Nillumbik Shire Council carry out a minimal amount of conservation treatment if necessary? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Section 4: Agreement	
Lender's name:	Council Officer name:
Position title:	Position title:
(artist, estate, gallery, organisation)	
I agree to loan to Nillumbik Shire Council the artwork/object nominated in this agreement on the basis detailed in this Agreement and on the Terms and Conditions attached.	Nillumbik Shire Council has agreed to accept the artwork/object nominated in this agreement on the basis detailed in the Agreement and on the Terms and Conditions attached.
Signature:	Signature:
Date:	Date:
Please provide with this agreement (if applicable):	
<ul style="list-style-type: none"> a current artist CV a work statement (or printed material, catalogue, etc.) in relation to the nominated work which includes: work concept, context, historical significance, method of production/location and provenance 	
Return form to:	
Nillumbik Shire Council, Arts & Culture, PO Box 476, Greensborough VIC 3088	
Attention:	
Curator	
Contact: 9433 3131	
Keep a copy of this form for your records.	



Condition Report		
Arrival		
Date of examination:	Examined by:	Signature:
Condition description:		
Accepted on arrival:		
Name:	Signature:	Date:
Departure		
Date of examination:	Examined by:	Signature:
Condition description:		
Accepted on departure:		
Name:	Signature:	Date:
KEY		
Excellent	(as new condition with little or no sign of use)	
Good	(some signs of wear but physically sound)	
Fair	(minor damage, some losses/deterioration more aesthetic than physical)	
Poor	(wear, damage, deterioration and loss to a large proportion of the item)	
Very poor	(extremely deteriorated, weakened condition with very extensive loss/damage which greatly impacts the integrity of the object).	

Terms and conditions: Inward loans	
<p>1. Application</p> <p>By signing this Inward Loan Agreement the Lender agrees to loan the artwork/object for the purpose specified in section three to Nillumbik Shire Council in accordance with the terms and conditions of this agreement. Council's curator is responsible for all loan enquires, and the overall manager of the loaned artwork/object on behalf of Council.</p> <p>2. Purpose of loan</p> <p>2.1 Council may, at our discretion, display the artwork/object at such places as Council consider suitable having regard to proper preservation of the artwork/object.</p> <p>2.2 Should Council wish to include the artwork/object as part of a touring exhibition or to loan the artwork to other museums, a list of locations will be attached with this Agreement, or Council shall obtain the written agreement of the Lender.</p> <p>2.3 Council are not obligated to display the artwork/object for the whole of the term of this Agreement.</p> <p>3. Loan period</p> <p>3.1 Subject to these terms and conditions, the loan of the artwork/object shall continue until the date specified in section three of this Agreement.</p> <p>3.2 The loan period may be extended or reduced by further agreement in writing between both parties.</p> <p>4. Delivery and return</p> <p>4.1 Both parties shall agree on the method of transportation prior to dispatch and return of the artwork/object. Council will meet all reasonable cost associated with the method of transportation if applicable.</p> <p>4.2 The Lender shall guarantee that the artwork/object is adequately and securely packed for the method of transportation, including any special instructions for unpacking, assembling, installing and repacking.</p> <p>4.3 At the end of the loan period, Council shall return the artwork/object to the Lender at the address specified in section two of this agreement.</p> <p>4.4 The artwork/object will be returned to the Lender in its original packaging, unless other arrangements are made.</p> <p>4.5 If the Lender is unavailable to take possession of the artwork/object within six months of the termination of the loan, Council may store the artwork/object in an art storage facility at cost to the Lender.</p> <p>5. Insurance</p> <p>5.1 Council will insure the artwork/object from the time Council take possession until the artwork/object is returned to the Lender.</p> <p>5.2 The artwork/object shall be insured for the value specified in section three. If the Lender fails to specify an amount both parties shall agree on an estimated value for the purposes of insurance.</p> <p>5.3 Where the loan period exceeds twelve months, the Lender shall provide a written valuation if the nominated insurance needs adjusting. Any adjustment to the nominated insurance value shall reflect the fair market value of the artwork/object.</p> <p>5.4 In the event of loss or damage to the artwork/object, Council's liability shall not exceed the amount recoverable from insurance.</p> <p>5.5 In the event of an insurance claim that does not exceed the insurance policy excess, Council will reimburse the cost of the artwork/object. In these circumstances, Council reserves the right to obtain a further valuation to confirm the value of the artwork/object.</p>	<p>6. Artist loan fees</p> <p>6.1 If Council has requested to borrow an artwork/object Council will pay the practitioner a loan fee. Fees are paid in recognition of the value being provided to the public, and the potential loss of income to practitioners while their work is on loan for a short or long-term exhibition and not available for sale. Council will not pay a loan fee to a collector or public art gallery/organisation.</p> <p>6.2 Payment is in accordance with standard rates published in National Association of Visual Artists <i>Code of Practice for the Professional Australian Visual Arts, Craft and Design Sector, 2014</i>. CPI will be added to the 2014 figures for subsequent years.</p> <p>6.3 Where the practitioner has offered the artwork/object to Council for loan for temporary public display within Council's public spaces, no loan fee is applicable. However, Council will, where possible, display, store, conserve and insure the work in line with industry best practice.</p> <p>6.4 Works loaned for temporary display are subject to the recommendation of Council's Arts Advisory Committee (Acquisition and Strategy).</p> <p>7. Artist's rights</p> <p>7.1 Acknowledgment, copyright and reproduction</p> <p>a) If the Lender is the owner of the copyright in the artwork/object, they agree that the artwork/object on exhibition or display to the public may be reproduced and photographed for publicity, educational and collection management purposes.</p> <p>b) Council will acknowledge the Lender and copyright notice in any publicity or in relation to any reproduction or photographs of the artwork/object in print and media/digital form.</p> <p>c) If the Lender is the owner of the copyright in the artwork/object, the Lender guarantees that they have authority to sign for the works reproduction. In the event that this authority is challenged, the Lender agrees to indemnify Council for any damages that may be incurred.</p> <p>d) In the event that the Lender is not the owner of the copyright in the artwork/object, Council will seek permission from the artist and/or artist estate to reproduce an image of the work for publicity and educational purposes.</p> <p>8. Conservation</p> <p>8.1 Council will assess the artwork/object and write a condition report at the start and end of the loan. Council will provide the Lender with a copy of the condition report on request.</p> <p>8.2 During the period of the loan Council will maintain the artwork/object in good order and repair having regard to its condition at the start of the loan.</p> <p>8.3 Council shall report any damage or loss of the artwork/object immediately to the Lender. Council will provide photographic documentation of damage.</p> <p>8.4 Council will ask the Lender to provide written authorisation for any alteration, restoration or repair of the artwork/object.</p> <p>8.5 In the event that the Lender is not the artist of the artwork/object, Council will first seek the artist or artist estate for conservation assistance before appointing a conservator to carry out any repair or restoration.</p>

Outward Loan Agreement | 1



Section 3: Loan details	
Loan period start date:	
Loan period finish date:	
<input type="checkbox"/> Purpose: Temporary exhibition	<input type="checkbox"/> Purpose: Temporary public display
Exhibition title:	Location:
Location: (list of institutions attached if more than one location)	
Valuation: \$ A written valuation for works valued at \$10,000 or more is attached (if applicable).	
Has a written valuation been attached? <input type="checkbox"/> Yes <input type="checkbox"/> No/TBC <input type="checkbox"/> N/A	

Section 4: Agreement	
Borrower's name:	Council Officer name:
Position title:	Position title:
(artist, estate, gallery, organisation)	
I agree to accept the artwork/object nominated in this agreement on the basis detailed in the <i>Agreement</i> and on the <i>Terms and Conditions</i> attached.	Council agrees to loan the artwork/object nominated in this agreement on the basis detailed in the <i>Agreement</i> and on the <i>Terms and Conditions</i> attached.
Signature:	Signature:
Date:	Date:

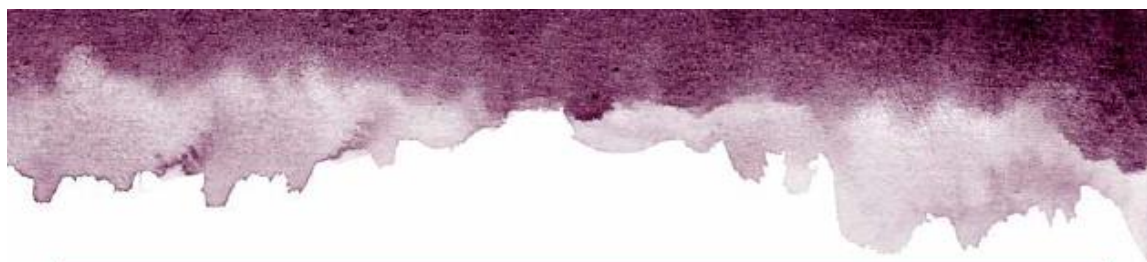
Return form to:

Nillumbik Shire Council, Arts & Culture,
PO Box 476, Greensborough VIC 3088

Attention:

Curator
Contact: 9433 3131

Keep a copy of this form for your records.



Condition Report		
Arrival		
Date of examination:	Examined by:	Signature:
Condition description:		
Accepted on arrival:		
Name:	Signature:	Date:
Departure		
Date of examination:	Examined by:	Signature:
Condition description:		
Accepted on departure:		
Name:	Signature:	Date:
KEY		
Excellent	as new condition with little or no sign of use	
Good	some signs of wear but physically sound	
Fair	minor damage, some losses/deterioration more aesthetic than physical	
Poor	wear, damage, deterioration and loss to a large proportion of the item	
Very poor	extremely deteriorated, weakened condition with very extensive loss/damage which greatly impacts the integrity of the object	

Terms and conditions: Outward loans	
<p>1. Application</p> <p>By signing this Outward Loan Agreement the Borrower agrees to accept the artwork/object for the purpose specified in section three in accordance with the terms and conditions of this agreement. Council's curator is responsible for all loan enquires, and the overall manager of the loaned artwork/object on behalf of Council. Any changes to this agreement will be negotiated by the curator and the borrower.</p> <p>2. Purpose of loan</p> <p>2.1 The borrower will provide a suitable location for the artwork/object having regard to proper preservation and security of the artwork/object.</p> <p>2.2 The space surrounding the artwork/object will be kept clear of competing information (a distance of 50cm each side).</p> <p>2.3 Should the borrower wish to include the artwork/object as part of a touring exhibition or to loan the artwork to other museums, approval is subject to a list of locations attached with this Agreement.</p> <p>2.4 Borrowers are obligated to display the artwork/object for the whole of the term of this Agreement unless other agreements are made.</p> <p>2.5 Council will install the artwork/object in consultation with the borrower if the borrower is not a qualified museum practitioner</p> <p>3. Loan period</p> <p>3.1 Subject to these terms and conditions, the loan of the artwork/object shall continue until the date specified in section three of this Agreement.</p> <p>3.2 The loan period may be extended or reduced by further agreement in writing between both parties.</p> <p>4. Delivery and return</p> <p>4.1 Council will arrange the delivery and collection of the artwork/object unless further arrangements are established in writing regarding the method of transportation and costs prior to dispatch of the artwork/object.</p> <p>4.2 Council and the borrower will guarantee that the artwork/object is adequately and securely packed for the method of transportation, including any special instructions for unpacking, assembling, installing and repacking.</p>	<p>4.3 At the end of the loan period, the Borrower shall return the artwork/object in its original packaging to Council unless other agreements are made.</p> <p>5. Insurance</p> <p>5.1 Council will maintain the existing insurance cover on the artwork. However, the Borrower will be responsible for the artwork during the term of the Agreement, including insurance to cover any costs not covered through Council's insurance policy and public liability at the Borrower's premises.</p> <p>5.2 The artwork/object is insured for the value specified in section three.</p> <p>6. Artist's rights</p> <p>6.1 Acknowledgment, copyright and reproduction</p> <p>a) Council will supply the necessary acknowledgement for the artwork/object.</p> <p>b) Acknowledgment of the artwork/object will be clearly displayed at all times.</p> <p>c) The Borrower will supply Council with a copy of all advertising, promotional or additional material related to the exhibition of the artwork/object, prior to publication, and any statistical or subsequent data resulting from the loan.</p> <p>d) The Borrower will adhere to the conditions of Copyright Law and Artists Moral Rights with correct attribution when promoting the artwork/object.</p> <p>7. Conservation</p> <p>7.1 Council will assess the artwork/object and write a condition report at the start and end of the loan. The Borrower will accept the Condition Report for each artwork/object by signing and dating the report.</p> <p>7.2 During the period of the loan the Borrower will maintain the artwork/object in good order and repair having regard to its condition at the start of the loan and ensure the artwork/object is available for inspection by Council during the period of the loan.</p> <p>7.3 The Borrower shall report any damage or loss of the artwork/object immediately to Council and provide photographic documentation of damage and a report.</p> <p>7.4 Council will undertake any alteration, restoration or repair of the artwork/object unless further arrangements and/or agreements are established in writing by both parties.</p>

Appendix 4 – Condition Report

Condition Report: Painting

NILLUMBIK SHIRE COUNCIL
Art Collection



NILLUMBIK
THE GREEN WEDGE SHIRE

KEY

Excellent	as new condition with little or no sign of use
Good	some signs of wear but physically sound
Fair	minor damage, some losses/deterioration more aesthetic than physical
Poor	wear, damage, deterioration and loss to a large proportion of the item
Very poor	extremely deteriorated, weakened condition with very extensive loss/damage which greatly impacts the integrity of the object

Section 1: Registration artwork details

Accession No: (Office Use Only)

Artwork title:

Artist/s:

Date of production/manufacture: Edition (if applicable):

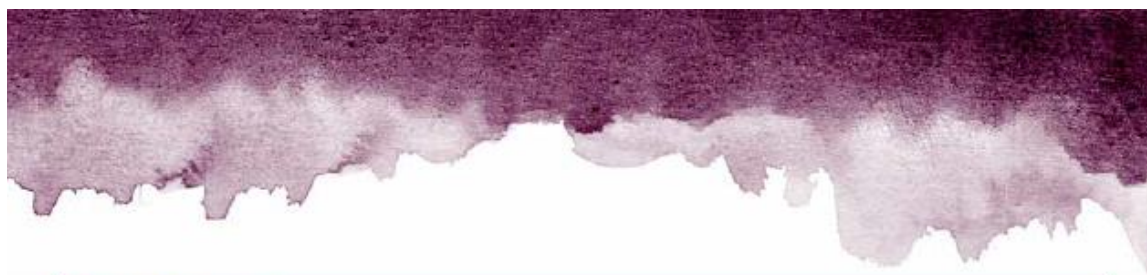
Medium:

Dimension: If multiple parts, please provide further dimensions in the description box below.

(H) cm x (L) cm x (W) cm

☐ Framed ☐ Unframed ☐ Image ☐ Sheet ☐ Irregular/variable

Inscriptions:



Section 2: Description

Please tick if applicable then describe in detail (comments/solutions) starting with key word.

Frame

<input type="checkbox"/> Accretions (solids attached to surface)	<input type="checkbox"/> Discoloured	<input type="checkbox"/> Fly specks/ Frass	<input type="checkbox"/> Mould
<input type="checkbox"/> Breaks	<input type="checkbox"/> Distorted	<input type="checkbox"/> Insect damage	<input type="checkbox"/> Paint splatters
<input type="checkbox"/> Corrosion (rust)	<input type="checkbox"/> Dusty	<input type="checkbox"/> Lifting	<input type="checkbox"/> Stains
<input type="checkbox"/> Cracks	<input type="checkbox"/> Faded	<input type="checkbox"/> Loose	<input type="checkbox"/> Split
<input type="checkbox"/> Dents	<input type="checkbox"/> Flaking	<input type="checkbox"/> Chips	<input type="checkbox"/> Warped

Detailed description:

Auxiliary (stretcher) support

<input type="checkbox"/> Accretions (solids attached to surface)	<input type="checkbox"/> Dent	<input type="checkbox"/> Insect Damage	<input type="checkbox"/> Stains
<input type="checkbox"/> Breaks	<input type="checkbox"/> Distorted	<input type="checkbox"/> Loose	<input type="checkbox"/> Split
<input type="checkbox"/> Brittle	<input type="checkbox"/> Dusty	<input type="checkbox"/> Loss in areas	<input type="checkbox"/> Warped
<input type="checkbox"/> Cracks	<input type="checkbox"/> Frass	<input type="checkbox"/> Mould	
	<input type="checkbox"/> Indented	<input type="checkbox"/> Paint splatters	

Detailed description:



Section 2: Description (cont.)

Please tick if applicable then describe in detail (comments/solutions) starting with key word.

Primary (canvas/board) support

<input type="checkbox"/> Accretions (solids attached to surface)	<input type="checkbox"/> Distorted	<input type="checkbox"/> Insect damage	<input type="checkbox"/> Slack canvas
<input type="checkbox"/> Bulge	<input type="checkbox"/> Dusty	<input type="checkbox"/> Loss in areas	<input type="checkbox"/> Split
<input type="checkbox"/> Corrosion (rust)	<input type="checkbox"/> Fly specks/ Frass	<input type="checkbox"/> Mould	<input type="checkbox"/> Stained
<input type="checkbox"/> Cross linked (chemical reactions)	<input type="checkbox"/> Holes	<input type="checkbox"/> Paint splatters	<input type="checkbox"/> Warped
	<input type="checkbox"/> Indented	<input type="checkbox"/> Rust	<input type="checkbox"/> Yellowed

Detailed description:

Media support

<input type="checkbox"/> Abrasions	<input type="checkbox"/> Cross linked (chemical reactions)	<input type="checkbox"/> Friable (loose and flaky)	<input type="checkbox"/> Pustular (blistering)
<input type="checkbox"/> Blanching (whitish opaque discoloration)	<input type="checkbox"/> Discoloured	<input type="checkbox"/> Grime	<input type="checkbox"/> Rust
<input type="checkbox"/> Brittle	<input type="checkbox"/> Dusty	<input type="checkbox"/> Loss in areas	<input type="checkbox"/> Stained
<input type="checkbox"/> Cracks	<input type="checkbox"/> Faded	<input type="checkbox"/> Mould	<input type="checkbox"/> Yellowed
<input type="checkbox"/> Cracked (fine hairline cracks)	<input type="checkbox"/> Flaking	<input type="checkbox"/> Paint splatters	
		<input type="checkbox"/> Powdery chalk	

Detailed description:

Assessed by: _____

Signed: _____ Date: _____

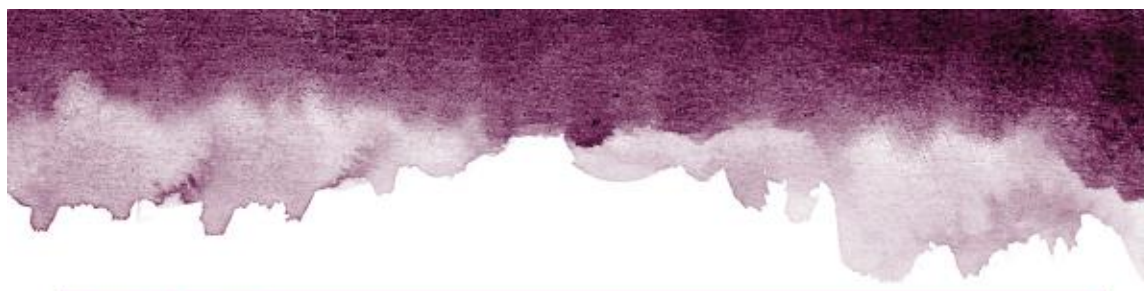


KEY

Excellent	as new condition with little or no sign of use
Good	some signs of wear but physically sound
Fair	minor damage, some losses/deterioration more aesthetic than physical
Poor	wear, damage, deterioration and loss to a large proportion of the item
Very poor	extremely deteriorated, weakened condition with very extensive loss/damage which greatly impacts the integrity of the object

Section 1: Registration artwork details

Accession No:		(Office Use Only)	
Title:			
Artist/s:			
Date of production/manufacture:		Edition (if applicable):	
Media Category:		Medium:	
Dimension: If multiple parts, please provide further dimensions in the description box below.			
(H)	cm	x	(L) cm x (D) cm
<input type="checkbox"/> Framed	<input type="checkbox"/> Unframed	<input type="checkbox"/> Image	<input type="checkbox"/> Sheet <input type="checkbox"/> Irregular/variable
Inscriptions:			



Section 2: Description

Please tick if applicable then describe in detail (comments/solutions) starting with key word.

Frame

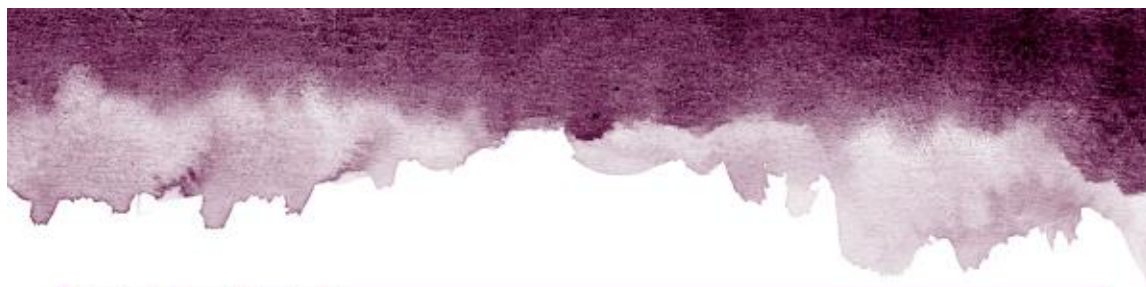
<input type="checkbox"/> Accretions (solids attached to surface)	<input type="checkbox"/> Discoloured	<input type="checkbox"/> Insect damage	<input type="checkbox"/> Paint splatters
<input type="checkbox"/> Breaks	<input type="checkbox"/> Distorted	<input type="checkbox"/> Insecure	<input type="checkbox"/> Stains
<input type="checkbox"/> Corrosion (rust)	<input type="checkbox"/> Dusty	<input type="checkbox"/> Lifting	<input type="checkbox"/> Split
<input type="checkbox"/> Cracks	<input type="checkbox"/> Faded	<input type="checkbox"/> Loose	<input type="checkbox"/> Warped
<input type="checkbox"/> Dents	<input type="checkbox"/> Flaking	<input type="checkbox"/> Chips	
	<input type="checkbox"/> Fly specks/ Frass	<input type="checkbox"/> Mould	

Detailed description:

Auxiliary (board/mount) support

<input type="checkbox"/> Accretions (solids attached to surface)	<input type="checkbox"/> Cracks	<input type="checkbox"/> Frass	<input type="checkbox"/> Mould/mildew
<input type="checkbox"/> Acidic backboard	<input type="checkbox"/> Dent	<input type="checkbox"/> Indented	<input type="checkbox"/> Paint splatters
<input type="checkbox"/> Acid mat-board	<input type="checkbox"/> Distorted	<input type="checkbox"/> Insect Damage	<input type="checkbox"/> Stains
<input type="checkbox"/> Breaks	<input type="checkbox"/> Dusty	<input type="checkbox"/> Loose	<input type="checkbox"/> Split
<input type="checkbox"/> Brittle	<input type="checkbox"/> Embrittlement	<input type="checkbox"/> Loss in areas	<input type="checkbox"/> Warped

Detailed description:



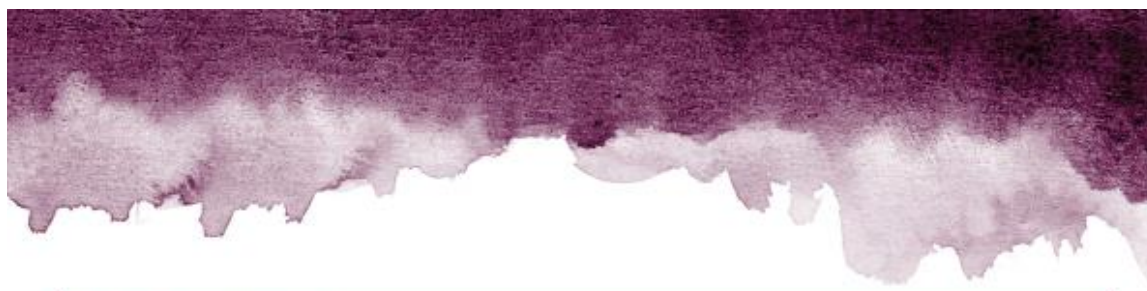
Section 2: Description (cont.)

Please tick if applicable then describe in detail (comments/solutions) starting with **key** word.

Primary (paper) support

<input type="checkbox"/> Abrasions	<input type="checkbox"/> Dusty	<input type="checkbox"/> Odour (smell of sulphur, camphor, vinegar. Degradation of cellulose nitrate or acetate products. Indicates severe degradation)
<input type="checkbox"/> Accretions (solids attached to surface)	<input type="checkbox"/> Edge damage	<input type="checkbox"/> Paint splatters
<input type="checkbox"/> Acid burn	<input type="checkbox"/> Fill	<input type="checkbox"/> Photo oxidation
<input type="checkbox"/> Adhesive and tape residue	<input type="checkbox"/> Fly specks/ Frass	<input type="checkbox"/> Puncture
<input type="checkbox"/> Bulge/Buckeling/Cockleing	<input type="checkbox"/> Foxing	<input type="checkbox"/> Rust
<input type="checkbox"/> Corrosion (rust)	<input type="checkbox"/> Gouge	<input type="checkbox"/> Scratches
<input type="checkbox"/> Creases	<input type="checkbox"/> Handling dents	<input type="checkbox"/> Split
<input type="checkbox"/> Cross linked (chemical reactions)	<input type="checkbox"/> Holes	<input type="checkbox"/> Stained
<input type="checkbox"/> Cut	<input type="checkbox"/> Infestation	<input type="checkbox"/> Tear
<input type="checkbox"/> Delamination	<input type="checkbox"/> Inherent vice	<input type="checkbox"/> Thinning
<input type="checkbox"/> Dimple	<input type="checkbox"/> Insect damage	<input type="checkbox"/> Tideline (lines by drying liquid)
<input type="checkbox"/> Dirt	<input type="checkbox"/> Liquid stain	<input type="checkbox"/> Warped
<input type="checkbox"/> Distorted	<input type="checkbox"/> Loss in areas	<input type="checkbox"/> Yellowed
<input type="checkbox"/> Dog ear	<input type="checkbox"/> Matt stain/burn	
<input type="checkbox"/> Draw (stretched by tension)	<input type="checkbox"/> Mould/mildew	

Detailed description:



Section 2: Description (cont.)

Please tick if applicable then describe in detail (comments/solutions) starting with key word.

Media support

- | | | |
|--|---|---|
| <input type="checkbox"/> Abrasions | <input type="checkbox"/> Ferrotyping (glossy patches found on the surface of photos) | <input type="checkbox"/> Paint splatters |
| <input type="checkbox"/> Blanching (whitish opaque discoloration) | <input type="checkbox"/> Flaking | <input type="checkbox"/> Powdery chalk |
| <input type="checkbox"/> Brittle | <input type="checkbox"/> Friable (loose and flaky) | <input type="checkbox"/> Previous restoration |
| <input type="checkbox"/> Cleavage (separation of media from support) | <input type="checkbox"/> Frilling (separation and lifting of the photographic emulsion from the edges of the support) | <input type="checkbox"/> Pustular (blistering) |
| <input type="checkbox"/> Cracks | <input type="checkbox"/> Fugitive (unstable colours to light, solvents) | <input type="checkbox"/> Rust |
| <input type="checkbox"/> Craze (fine hairline cracks) | <input type="checkbox"/> Grime | <input type="checkbox"/> Silvering (shiny or mirror-like discoloration in the shadow areas of a photographic image) |
| <input type="checkbox"/> Cross linked (chemical reactions) | <input type="checkbox"/> Loss in areas | <input type="checkbox"/> Smudges |
| <input type="checkbox"/> Discoloured | <input type="checkbox"/> Loss compensation | <input type="checkbox"/> Stained |
| <input type="checkbox"/> Dusty | <input type="checkbox"/> Mould/mildew | <input type="checkbox"/> Yellowed |
| <input type="checkbox"/> Faded | | |

Detailed description:

Assessed by:

Signed:

Date:

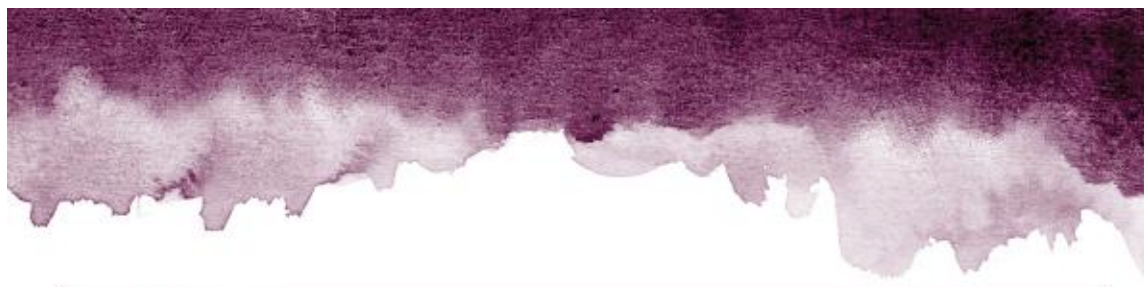


KEY

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Poor	wear, damage, deterioration and loss to a large proportion of the item
Very poor	extremely deteriorated, weakened condition with very extensive loss/damage which greatly impacts the integrity of the object

Section 1: Registration artwork details

Accession No:		(Office Use Only)	
Title:			
Artist/s:			
Date of production/manufacture:		Edition (if applicable):	
Media Category:		Medium:	
Dimension: If multiple parts, please provide further dimensions in the description box below.			
(H)	cm	x	(L) cm x (D) cm
<input type="checkbox"/> Framed	<input type="checkbox"/> Unframed	<input type="checkbox"/> Image	<input type="checkbox"/> Sheet <input type="checkbox"/> Irregular/variable
Inscriptions:			



Section 2: Description

Please tick if applicable then describe in detail (comments/solutions) starting with key word.

<input type="checkbox"/> Abrasion	<input type="checkbox"/> Flaking	<input type="checkbox"/> Patina
<input type="checkbox"/> Accretions	<input type="checkbox"/> Fold	<input type="checkbox"/> Pest damage
<input type="checkbox"/> Broken	<input type="checkbox"/> Fraying (ravelled or worn spot indicated by the separation of threads)	<input type="checkbox"/> Red rot (powdery red substance found upon vegetable tanned objects)
<input type="checkbox"/> Burnish marks	<input type="checkbox"/> Glazing flaws	<input type="checkbox"/> Restorations
<input type="checkbox"/> Chips	<input type="checkbox"/> Indescence (colour effect in glass)	<input type="checkbox"/> Scratches
<input type="checkbox"/> Crazeing	<input type="checkbox"/> Kiln marks	<input type="checkbox"/> Sheen
<input type="checkbox"/> Crawling	<input type="checkbox"/> Loss	<input type="checkbox"/> Skinning (surface loss)
<input type="checkbox"/> Discoloured	<input type="checkbox"/> Maker's marks	<input type="checkbox"/> Soil
<input type="checkbox"/> Disjoin (a partial or complete separation of a join between two members of an object) Distortion	<input type="checkbox"/> Mildew / mould	<input type="checkbox"/> Spalling (break off in fragments)
<input type="checkbox"/> Dry rot (decay of seasoned timber caused by fungi)	<input type="checkbox"/> Missing element/s	<input type="checkbox"/> Stain/s
<input type="checkbox"/> Embrittlement	<input type="checkbox"/> Nicks	<input type="checkbox"/> Tear
<input type="checkbox"/> Fill (material used to replace areas of loss)	<input type="checkbox"/> Odour	<input type="checkbox"/> Warp
	<input type="checkbox"/> Overpainting	<input type="checkbox"/> Wear
		<input type="checkbox"/> Weeping

Detailed description:

Assessed by:

Signed: Date:

DRAFT



KEY

Excellent	as new condition with little or no sign of use
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Section 1: Registration artwork details

Accession No: (Office Use Only)

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Artist/s:

Date of production/manufacture:

Edition (if applicable):

Media Category:

Medium:

Dimension: If multiple parts, please provide further dimensions in the description box below.

(H) cm x (L) cm x (D) cm

☐ Framed

☐ Unframed

☐ Image

☐ Sheet

☐ Irregular/variable

Inscriptions:

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