Art Collection Procedure

Section 1 - Introduction

(1) Charles Darwin University ('the University, 'CDU') acknowledges that it has a responsibility to conserve and manage the Charles Darwin University (CDU) Art Collection, an important research, teaching and cultural resource to the University and a significant cultural asset to the Northern Territory, for the benefit of current and future generations.

(2) The University aims to maximise the accessibility and value of the CDU Art Collection to employees, students and the community, recognising that such engagement can result in academic, creative and interdisciplinary forms of knowledge finding new applications, purposes and platforms beyond the normal reach of scholarship.

Section 2 - Purpose

(3) This procedure supports the University's Art Collection Policy and outlines the process for the development and management of the CDU Art Collection, which includes works of art that are part of the permanent CDU collection, or on loan to the University for display, research and/or acquisition assessment.

Section 3 - Scope

(4) This procedure applies to employees and students of the University and the wider community.

Section 4 - Procedure

(5) The University will acquire works of art and objects for the CDU Art Collection by purchase, donation, gift, transfer and bequest.

Acquisition criteria

(6) The criteria governing the selection process for acquisitions to the CDU Art Collection will include:

a. significance including rarity, aesthetic, social/spiritual, historical and technical values;
b. relevance to the collection objectives and priorities, as outlined in the University's Art Collection Policy;
c. evidence of authenticity and provenance, including legal title that can be fully transferred;
d. integrity and fair, good or excellent physical condition;
e. potential for display, interpretation, research and/or publication;
f. reasonableness of cost to acquire; and
g. ability to be stored appropriately and the capacity of employees to handle, move, and display the work within professional standards of care and handling.

Acquisition process

(7) All works proposed for acquisition to the CDU Art Collection must be physically sighted by the Curator as part of the process of deciding whether to acquire a work. This enables an assessment of its condition, significance, relationship to collection criteria, aesthetics, storage and longer-term handling requirements so that the University can ascertain whether it fits the acquisition criteria. In circumstances where geographic distance prohibits the Curator from physically sighting the work, they may appoint a suitable delegate to view the work on their behalf.

(8) Proposed acquisitions valued:

a. up to and including $5,000 may be purchased at the discretion of the Curator in accordance with the Art Collection Policy.
b. over $5,000 require the approval of the Deputy Vice-Chancellor Research and Community Connection.

(9) Acquisition proposals must:

a. indicate the storage and long-term handling requirements of any acquisition, so as to ascertain whether the University can provide a professional level of care for the work/s; and
b. identify any additional costs associated with an acquisition, such as transport, storage, storage supports or conservation treatment requirements;

(10) Gifts, bequests, transfers and donations given to employees as a consequence of community engagement, fieldwork and partnerships may be accepted into the CDU Art Collection, where an Art Collection Acquisition Proposal has been endorsed by the Curator and meets the acquisition criteria.

(11) The University will not accept conditional donations; however access provisions may be negotiated on a case-by-case basis.

Legal and Ethical Obligations

(12) The University owns all works of art in the CDU Art Collection over which it has clear legal title. Legal title will be held by the University, and may not be held by an individual or organisational unit such as a Faculty or Research Centre.

(13) The University will only acquire works of art for the CDU Art Collection provided that provenance and clear legal title can be confirmed. If clear legal title cannot be established or obtained at the time of proposing an acquisition for approval, the acquisition will not proceed.

(14) Gifts, donations, bequests and transfers will only be accepted where the donor has provenance and full legal title to the work and the gift is made on the basis of a total unencumbered transfer of ownership from the donor to the University. A gift agreement is to be signed by the donor, transferring ownership to the University.

Accessioning

(15) CDU Art Collection employees will ensure that each work of art is:

a. labelled with its unique collection number, using conservation approved materials and techniques;
b. condition reported to ascertain its condition at the time of being accessioned; and
c. recorded in the Collection Management System database with the following accession information:
    i. a unique accession number;
    ii. title and/or description;

iii. name of artist;
iv. date of production;
v. identification photograph;
vi. materials/medium;
vii. dimensions;
viii. provenance;
ix. donors or credit lines;
x. insurance value;
xi. purchase price;
xii. location; and
xiii. any specific handling/storage/display requirements.

Conservation and Storage

(16) The CDU Art Collection will be conserved using preventive conservation techniques to ensure works of art are appropriately stored in environments that are in keeping with the Australian Institute for the Conservation of Cultural Material Environmental Guidelines, and are:

a. clean and organised;
b. pollutant and pest free;
c. controlled to limit deterioration from light, humidity and temperature; and
d. suitable to enable both conservation and access.

(17) Conservation treatments will be accurately and thoroughly documented, including by use of photographs and stored on the Collection Management System database for future reference.

(18) Conservation materials will be properly handled and stored in accordance with the University's Work Health and Safety Policy and relevant legislation.

(19) To ensure preservation, all works of art will be stored in an environmentally controlled and secure Art Store, unless on display or loaned as part of the on-campus display program. Storage, framing and display supports will be determined by the Curator or the Curator's delegate.

Access

(20) Physical access to the CDU Art Collection store or database will be controlled and visitors must be accompanied by an Art Gallery employee at all times. Depending on resources and schedules, priority will be given to the following requests for access:

a. requests from the artist of a work;
b. requests by family members and descendants of the artist of an artwork;
c. requests by employees for teaching and instruction purposes or other educational uses;
d. requests for formal academic research;
e. requests for artistic projects; and
f. requests from other cultural and educational institutions.

(21) Access to sensitive information is restricted in accordance with the University's Privacy and Confidentiality Policy.

On-campus Display Program

(22) The CDU Art Collection On-campus Display Program contributes to ‘place-making’ and affirms the Northern Territory as the base of the University’s operations and influence. The display of items from the CDU Art Collection in offices, meeting rooms, foyers, corridors and libraries enhances the day-to-day operations of the University, its students, employees, visitors and the local community as a reminder of the unique geography, location and cultural diversity of the Northern Territory.

(23) CDU Art Gallery employees will manage requests for artwork to be displayed on-campus on a case-by-case basis. Approval will be at the discretion of the Curator. Identified locations will be assessed to ensure they meet specific environmental and security conditions.

a. The CDU Art Collection On-campus Display Loan Agreement outlines the terms and conditions for on-campus loans of works and is to be signed by an employee with the appropriate authority within the relevant organisational unit, and by the Curator.

(24) The installation of works of art for on-campus display will be scheduled intermittently depending on exhibition schedules, availability of external installation contractor (i.e installation technician) and other CDU Art Gallery employee commitments.

(25) Works of art must not to be handled or removed from approved locations without the Curator's permission. Once installed, artworks must not be handled by any person other than CDU Art Gallery employees or their official delegate/s.

Other Art Collections

(26) The formation, development and management of art collections distinct from the CDU Art Collection may only take place within the University with the permission of the Vice-Chancellor.

(27) Where individual works have been acquired by purchase or gift, or art collections formed or inherited by organisational units or Faculties or developed as a consequence of research, field work or community engagement, their inclusion in the Art Collection may only occur if considered a priority for acquisition to the CDU Art Collection based on an assessment of their significance, relationship to collection criteria, aesthetics, condition, storage and handling requirements as determined by the Curator.

Recall of Works of Art

(28) Objects or art works from the CDU Art Collection on display at approved locations on University campuses or centres may be recalled from display for the purposes of conservation (including ‘rest periods’), reframing, photography, research, external loan or exhibition. The Curator will give a minimum of one (1) weeks’ notice to recall an artwork. Art Gallery staff employees may, however, remove artwork immediately if there is evidence of the artwork being damaged due to its environment, compromised security and/or the recipient failing to meet requirements outlined in the Loan Agreement.

(29) Replacement works will be installed at the discretion of the Curator, prioritised according to pending requests for on-campus displays of works of art, resources and exhibition schedules.

(30) Where CDU Art Collection art works are located in areas due for refurbishment or relocation, the organisational unit or Property and Facilities is required to contact the Curator no less than twenty-eight (28) days prior to the commencement of the refurbishment or relocation to arrange for the objects or works to be retrieved by Art Collection employees.

(31) Re-installation of artworks following refurbishment and relocation is at the discretion of the Curator, prioritised

according to pending requests for on-campus displays of works of art, resources and exhibition schedules.

Loans

(32) Loans of art work to the University, or from the Art Collection, will be managed by the Art Collection employees, with approval by the Curator.

(33) Incoming loans of works by third parties and outgoing loans of works from the CDU Art Collection will only be approved and arranged under the direction of the Curator.

(34) Outgoing loans from the University will be documented on a CDU Outgoing Loan agreement or similar Incoming Loan Agreement provided by another cultural institution and signed by the University and the borrower.

(35) Incoming loans to the University will be documented on a CDU Incoming Loan Agreement or an Outgoing Loan Agreement provided by another cultural institution and signed by the University and the borrower.

(36) All objects listed as incoming and outgoing loans will be attributed a unique loan number.

Reproduction and Copyright

(37) The University will comply with all copyright legislation relating to the reproduction of artists' work in the CDU Art Collection and on loan.

(38) Reproduction of works of art or objects in the CDU Art Collection may only occur where permission to reproduce artworks, for either commercial (i.e. publication) or non-commercial purposes, has been granted or reasonable efforts have been made to seek permission. Reproduction for non-commercial purposes may be permitted with written approval from the artist, their agent or representative. In the case of deceased artists a living relative may grant permission. Reproduction for commercial purposes may be permitted provided there is a written agreement in place between the University and the artist and appropriate reimbursement, in cash or in-kind to the artist, has been negotiated.

Collection Audit, Valuation and Insurance

(39) Works of art and objects accessioned into the CDU Art Collection, and recorded in the Collection Management System database, are covered by the University's insurance policy.

(40) All works and objects in the CDU Art Collection will be insured at fair market price, as determined by independent valuations. Financial valuations and audits will occur annually, at end of year, in collaboration with Finance.

(41) Physical valuations will occur every three (3) years with an inspection undertaken by an external auditor. Desktop valuations are performed for years in between the physical valuations, based on accessions and de-accessions to the Collection. Annual desktop audits are also undertaken annually by the Collection and Exhibitions Officer based on de-accession reports and accession reports. The results of scheduled audits and valuations of the CDU Art Collection will be kept on file, as required.

De-accessioning

(42) The de-accessioning of a work of art will take place in consultation with the Art Gallery Advisory Committee only after all due diligence has been undertaken to confirm legal title and a formal assessment has been made as to its significance to the CDU Art Collection. Reasons for de-accessioning and/or disposal of a work of art from the CDU Art Collection may include:

a. inferior quality; (determined by the Curator in consultation with the Art Gallery Advisory Committee);
b. new information that leads to a reappraisal of its relevance to the Collection, quality, authenticity or

provenance;

c. duplication within the Collection;
d. claim of ownership from an external party that can be substantiated;
e. theft or loss;
f. irreparable damage or serious deterioration in condition; and/or
g. lack of relevance and therefore deemed to be outside the scope of the Collection.

(43) Works to be de-accessioned will be documented by the Curator via a de-accession proposal indicating the reason, means and date of disposal and submitted to the CDU Art Gallery Advisory Committee for approval. The Chair of the Committee may request a cooling-off period of six (6) months before a de-accession is implemented. Otherwise, the work will be de-accessioned within such time as deemed appropriate by the Committee.

(44) De-accessioned works will be recorded as such with the associated artwork record on the Collection Management System database and the unique accession number will become inactive.

(45) Where special cases of works of art are proposed for de-accessioning that were originally donated to the University, the Curator will undertake appropriate consultation. The original donor or their estate will be notified of the University's intent, including an explanation of the reason/s for de-accession, and approached to see if the work can be returned to the donor or their estate in the first instance, unless the donation was made under the Commonwealth Cultural Gifts Program, in which case the work cannot be returned to the donor.

(46) Consideration may be given to transferring a de-accessioned object or work of art to a more appropriate public collection, either by sale or exchange or gift. Monies received from the de-accessioning and disposal of works of art will be used solely for the purposes of further developing the Art Collection through new acquisitions.

Damage or Loss

(47) In the event of a work or object being damaged, lost or stolen while on display on CDU campuses or centres, the organisational unit responsible must notify an Art Gallery employee immediately. The University will formally record damaged or lost artworks on the Collection Management System database.

(48) Should damage to a work of art be proven to have been the result of negligence of a person or persons within the organisational unit, that unit will be responsible for costs associated with the repair of the damaged object or work or any excess relating to a University insurance claim.

Section 5 - Non-Compliance

(49) Non-compliance with Governance Documents is considered a breach of the Code of Conduct – Staff or the Code of Conduct – Students, as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the Charles Darwin University and Union Enterprise Agreement 2025 and the Code of Conduct – Students.

(50) Complaints may be raised in accordance with the Complaints and Grievance Policy and Procedure - Employees and Complaints Policy - Students.

(51) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the Fraud and Corruption Control Policy and Whistleblower Reporting (Improper Conduct) Procedure.

Status and Details

Status	Current
Effective Date	26th August 2024
Review Date	26th August 2027
Approval Authority	Vice-Chancellor
Approval Date	21st August 2024
Expiry Date	Not Applicable
Responsible Executive	Steve Rogers Deputy Vice-Chancellor Research and Community Connection +61 8 89466890
Implementation Officer	Joanna Barrkman Curator
Enquiries Contact	Joanna Barrkman Curator

Glossary Terms and Definitions

"Accession" - Accession means the formal inclusion of a work of art into the Art Collection including its transfer of legal ownership, its documentation and provenance and the attribution of a unique accession collection identification number.

"Conservation treatment" - Conservation treatment means any activity, including cleaning, repair of hanging systems and/or restoration that serves to maintain the optimum condition of a work of art and that ensures its long-term preservation and care.

"De-accession" - De-accession means the formal removal of a work of art from the Art Collection that includes an identified procedure for its disposal.

"Disposal" - Disposal means the physical removal and in some cases, the destruction, of an art work, which has been recorded as de-accessioned from the CDU Art Collection’s holdings.

"Incoming loan" - An incoming loan means any work of art or object borrowed by the University for a specific period of time, as specified in an Incoming Loan Agreement or similar Outgoing Loan Agreement provided by another cultural institution and signed by the University and the lender.

"Outgoing loan" - An outgoing loan means any work of art or object lent by the University for a specific period of time, as specified in an Outgoing Loan Agreement or similar Incoming Loan Agreement provided by another cultural institution and signed by the University and the borrower.

"Faculty" - An organisational and academic unit in the University that delivers courses and conducts research.

"Organisational unit" - A faculty, centre or other academic unit; a department, or other administrative unit within the University.

"Rest period" - Rest period means a period of time when an artwork is taken off display in order to ensure its long-term preservation and to avoid overexposure to light and fluctuating climactic conditions.