



OKANAGAN

**The University of British Columbia**

**Responsible Executive:**  
Chief Librarian

**Title:**

## **Public Art at UBC Okanagan**

### **Background & Vision:**

**BACKGROUND:** The growth of UBC Okanagan as a campus of the University of British Columbia has provided an opportunity and a need to address the procedures concerning public art on the campus.

**VISION:** The vision of the Public Art Program at the University of British Columbia's Okanagan campus is to provide a compelling and distinctive collection of art of regional, national and international significance that will educate and inspire, engage and stimulate, and enrich the campus experience for the university community, alumni, and our many visitors. It will reflect the University's research, educational and community mandate and be noted for the integration of art into campus life. We will build a diverse art collection that will be memorable for challenging and evocative works informing and increasing knowledge, transforming lives by broadening viewer's perspectives, and reflecting us as a part of the UBC O legacy.

### **Scope**

These procedures apply to permanent or long-term art in interior and outdoor public spaces on campus. They do not apply to works of art that faculty and staff place on view in their offices or art that departments, faculties or units install in their offices and/or teaching spaces. These procedures do not apply to time limited student or faculty art installations that are coordinated by the Faculty of Creative and Critical Studies.

These procedures address:

- Terms for an advisory committee to ensure UBCO community input and participation;
- High artistic standards for the collection;
- Accessibility to the collection for enjoyment, research and teaching purposes;
- Documentation and preservation of the collection;

- Donor and artist recognition;
- Compliance with policies of the university, laws, acts, conventions, and treaties;
- Processes for review and acceptance of artwork(s) and
- Procedures for review, acceptance and de-accession of artwork(s).

## **1. Definition**

Public art at UBC Okanagan is considered to be permanent or long-term art in interior and outdoor public spaces on campus.

## **2. Public Art Advisory Committee**

### **2.1. Mandate**

A Public Art Advisory Committee (PAAC) will be established to;

- consider the acquisition and de-accession of artwork(s), incoming and outgoing external loans and access to the collection;
- review and recommend changes to the valuation of the art collection on the advice of the Curator and
- advise on collection strategies.

The Public Art Advisory Committee will serve in an advisory capacity to the Chief Librarian.

### **2.2. Frequency of Meetings**

2.2.1. The committee will meet twice a year and/or as required.

### **2.3. Membership**

2.3.1. Chair: Chief Librarian (*Ex officio*)

2.3.2. Members:

2.3.2.1. Curator (*Ex officio*)

2.3.2.2. Faculty (three, appointed by Deans)

2.3.2.3. Staff (three, appointed by Deans)

2.3.2.4. Students (two, appointed by AVP Students)

2.3.2.5. Development Office Designate (one)

2.3.2.6. Facilities Management Designate (one, appointed by AVP Administration and Finance)

2.3.2.7. Faculty of Creative and Critical Studies Designate

2.3.2.8. Representative of the DVC office

2.3.2.9. Campus Planning Designate (one, appointed by AVP Administration and Operations)

- 2.3.3. The appointment is for a three-year renewable term although the first three years of appointments will be staggered (with one, two and three year appointments) to ensure both continuity and turn-over.

## **2.4. Conflict of Interest and Statement of Ethics**

- 2.4.1. Pursuant to UBC Board Policy #97: Conflict of Interest and Conflict of Commitment (<http://www.universitycounsel.ubc.ca/policies/policy97.pdf>), there should be no conflict of interest, or the appearance thereof, between a person and the University in the acquisition or disposal of collected items.
- 2.4.2. The PAAC agrees to conform to all laws, acts, conventions and treaties governing the artwork(s) and the transaction(s).

## **3. Acquisitions**

### **3.1. General Considerations**

- 3.1.1. All artworks, whether by purchase, gift, bequest, commission or exchange will be subject to review by the committee before acceptance into the collection.
- 3.1.2. The committee should only review works that have clear, legal transfer of title, copyright and right to exhibition. Any conditions on acquisition should be avoided except under exceptional circumstances and after due consideration by the committee.
- 3.1.3. All artworks considered by the committee must have an Acquisition Proposal Form (11.9), which includes full identification of the work, information on provenance, condition, relevance to the collection, and any and all costs related to storage, repair and maintenance. This information will be compiled by the Curator based on information from the Temporary Custody Form (11.1) and presented to the committee for deliberation.

### **3.2. Acquisition Criteria**

The following criteria will guide the committee in making its recommendation.

- 3.2.1. Artistic merit (the Curator may consult qualified and appropriate professionals to aid the committee in determining artistic merit)
- 3.2.2. Cultural significance (Note: PAAC will avoid collecting artworks that are culturally sensitive without consulting the affected stakeholders)
- 3.2.3. Congruence with the existing collection, or with needs to address weak areas, or with a new collecting strategy as determined by the committee
- 3.2.4. Condition
- 3.2.5. Implications for UBC Okanagan's financial and physical ability to provide maintenance, storage, conservation, and installation where necessary
- 3.2.6. Authenticity

- 3.2.7. Conformity with all laws, acts, conventions and treaties governing the artwork and the transaction

### **3.3. Temporary Custody Form**

A Temporary Custody Form (11.1) is to be used when a work of art or object is received by the Development Office or Curator and the work is being considered by the committee for acceptance into the permanent collection. This form must be signed by the potential donor and the Development Office and a copy forwarded to the Curator. The Curator provides PAAC this information for its deliberation.

### **3.4. Approval Form**

An Approval **Form** (11.2) will transfer legal title to the university and the **Donation Information Form** (11.3) will provide information about provenance of the artwork(s).

## **4. Acquisition Procedures**

4.1. Acquisitions may be made by purchase or donation and will proceed as follows:

- 4.1.1. In the case of a donation, once deliberation has taken place and the committee has recommended acceptance into the permanent art collection, and it has been approved by the Chief Librarian, the Development Office will proceed by completing an Approval Form (11.2), a Donation Information Form (see 11.3), and an Appraisal Form (11.4). Upon completion, a copy shall be forwarded to the Curator who will then follow the procedures for acquisitions. The Development Office will handle all donor acknowledgement and tax receipts.
- 4.1.2. In the case of a purchase, once deliberation has taken place and the committee has recommended an acquisition into the public art collection, and it has been approved by the Chief Librarian, the Curator will proceed by completing a Purchase Requisition Form (<http://www.supplymanagement.ubc.ca/forms/PurchaseRequisitionAutonumber.CFM>).
- 4.1.3. The Curator will be responsible for maintaining the public gallery website (<http://gallery.ok.ubc.ca/pac/main.php>) and the confidential information files for all artworks added to the permanent collection.

4.2. Each record within the Curator's information files will include the following:

- 4.2.1. Accession number
- 4.2.2. Date and nature of acquisition (purchase, donation, etc.)
- 4.2.3. Source of acquisition
- 4.2.4. Artist, title, medium, dimensions
- 4.2.5. Condition

- 4.2.6. Provenance
- 4.2.7. Insurance value, appraisal
- 4.2.8. Name of staff recording acquisition
- 4.2.9. Any action required (conservation work, framing)
- 4.2.10. Photographic Release
- 4.2.11. License of Exhibition Right
- 4.2.12. Photograph

## **5. De-Accession Criteria**

The following criteria will guide the committee in making its recommendation.

Works of art are acquired with the assumption that they will remain permanently in the collection. However, there are circumstances that may require removal from the collection. Disposal of artwork can be done by means of sale, exchange, loss, repatriation or destruction. A record of the de-accession will be retained by the Curator.

### **5.1. General Considerations**

- 5.1.1. Proceeds from de-accessioning and disposal of works will be used only for new acquisitions.
- 5.1.2. In the case of an artwork that has been acquired from an artist, that artist will be offered the first right to reacquire the object, at the appraised value at the time of de-accessioning. In the case of an artwork that has been acquired from a donor, the donor has the first right to reacquire the object at the appraised value at the time of de-accessioning. If declined, it will be offered then to the living artist. Every reasonable effort to contact the donor and/or artist will be made.
- 5.1.3. When de-accessioning an artwork, a member of the university staff, faculty or administration may not acquire the artwork(s) or benefit in any way from the sale of the artwork(s).
- 5.1.4. All de-accessions will be reviewed by the committee using the following criteria and a recommendation forwarded to the Chief Librarian.

### **5.2. De-Accession Criteria**

- 5.2.1. Deterioration beyond usefulness or to the point of endangering public safety.
- 5.2.2. Artwork(s) that cannot be properly preserved stored or exhibited or are deemed too costly to maintain.
- 5.2.3. Artistic merit.
- 5.2.4. Forgeries.
- 5.2.5. Duplicates, after considering the usefulness of the duplicated item for research or teaching use.
- 5.2.6. Relevance to the collection.

- 5.2.7. Repatriation, if a cultural group, government or institution can demonstrate its right to the artwork.
- 5.2.8. To enable the committee to upgrade to a better or more appropriate example of the artist's work or one with a more detailed provenance.
- 5.2.9. Inability to ensure the security of the artwork(s).
- 5.2.10. Restrictions attached to the acquisition that are too limiting
- 5.2.11. Loss of art work.
- 5.2.12. The donor lacked clear title, and ownership has successfully been challenged at law.

## **6. De-Accession Procedures**

- 6.1. When an artwork is being considered for de-accessioning and disposal, The Curator shall prepare a De-Accession Proposal Form (12.11) for the committee's consideration, including reasons for the de-accessing and any supplementary information deemed relevant to the decision.
- 6.2. The recommendation from the committee is presented to the Chief Librarian and he/she shall notify the Curator of that decision.
- 6.3. A disposal, in the case of destruction, shall be implemented by the Curator with the assistance of at least one faculty or staff member and the procedure documented with a photograph.
- 6.4. The Curator shall be responsible for preparing a de-accession record containing the following:
  - 6.4.1. Date of formal recommendation for de-accessioning
  - 6.4.2. Date, method of disposal and name of individual responsible
  - 6.4.3. Artwork accession number
  - 6.4.4. Artist, title, medium, dimensions of artwork
  - 6.4.5. Condition and description of artwork
  - 6.4.6. Name/address/source/date of accessioned artwork
  - 6.4.7. Name and address of new owner
  - 6.4.8. Sale price or exchange value
  - 6.4.9. Insured value and appraised value
  - 6.4.10. Accession conditions or limits
  - 6.4.11. Photograph

## **7. Loans**

Consistent with the UBC Okanagan mission, loans of works of art from the collection will be available. The Curator will facilitate access. This section addresses external loans, both outgoing and incoming.

## 7.1. General Considerations

- 7.1.1. All loans—both outgoing and incoming—are on a temporary basis only.<sup>1</sup> A loan agreement is not to exceed one year (unless prior arrangements are made with the committee). Application for extension of loan will be reviewed by the Committee only if the application is received before the end date specified in the relevant **External Loan Agreement Form** (12.5 or 12.6).
- 7.1.2. Only agents approved by the Curator are to be used for carrying work from the collection and agreed upon by both parties.
- 7.1.3. Artwork will not be loaned to private individuals. However, UBC Okanagan will accept loans from private collections and individuals.
- 7.1.4. A Condition Report (11.8) is to be done and a photograph is to be taken by the Curator upon arrival and again prior to departure on any incoming loan and the lender shall be notified immediately if damage or fragility is noticed or suspected.
- 7.1.5. A Facilities Report (11.7) will be provided as requested for any incoming loans and may be requested for an outgoing loan as determined by the Curator to address such issues as:
  - 7.1.5.1. environmental information on lighting, heating, temperature, humidity control, pest control, emergency preparedness,
  - 7.1.5.2. security and fire prevention,
  - 7.1.5.3. display techniques, or
  - 7.1.5.4. previous loan history of borrowing institution.

## 7.2. Outgoing Loans

- 7.2.1. All shipping costs are to be covered by the borrower as well as any additional costs such as crating, packing and where applicable, reinstallation on return.
- 7.2.2. All works are covered by copyright legislation. Permission to reproduce any work must be obtained in writing by the Curator prior to publication in any form. Copies of the publication are to be forwarded to the Curator for archival purposes.
- 7.2.3. Artwork(s) on loan must be acknowledged as being the property of University of British Columbia, Okanagan in all publicity material, including publications and display labels.
- 7.2.4. Artworks on loan must not be altered in any way. They must not undergo any conservation treatment, unframing or reframing without prior written consent of the Curator.
- 7.2.5. The transfer of artworks from the borrower to a third party is not permitted unless specified in the **External Loan Agreement Form—Outgoing** (11.5).

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<sup>1</sup> The sole exception is the Mowry Baden sculpture, which is on long-term loan from the Art Gallery of Kelowna as per an agreement predating this document.

### **7.3. Incoming Loans**

- 7.3.1. Unless otherwise indicated, all shipping costs are to be covered by the borrower, UBC Okanagan, as well as all additional costs such as crating and packing.
- 7.3.2. It is incumbent upon UBC Okanagan to obtain photographic rights, exhibition rights and reproduction privileges from the lender.
- 7.3.3. A condition report and photograph are to be done by the Curator upon the arrival and again prior to departure on an incoming loan and the Curator shall notify the lender promptly if any damage is noticed or suspected.
- 7.3.4. It is incumbent upon the lender to notify UBC Okanagan of any change to the lender information (name, contact information) or legal ownership of the artwork while it is held by the university. If the legal ownership changes, the new owner will be required to establish their legal right to the artwork.

## **8. External Loan Procedure**

- 8.1. All loan requests must be in writing addressed to the Curator and should outline the following:
  - 8.1.1. who is requesting the loan
  - 8.1.2. where the artwork is needed and the dates required
  - 8.1.3. reason for request
  - 8.1.4. contact information for correspondence
  - 8.1.5. Facilities Report (11.7) for the borrowing institution. (Additional facility reports are required if the artwork(s) will be part of a travelling exhibition and will be displayed at more than one location).
- 8.2. The Curator will take the request as well as the artwork's condition report to the committee, which will make a recommendation to the Chief Librarian. Successful applicants will be forwarded an External Loan Agreement Form (11.5 or 11.6) for their completion and signature before any artwork is released from or received by UBC Okanagan.

## **9. Access to the Collection**

The UBC Okanagan art collection will be displayed in public spaces around the campus.

### **9.1. General Considerations**

- 9.1.1. Any department or organizational unit may request artwork(s) from the permanent collection for display in their area by contacting the Curator.
- 9.1.2. The department or unit where the artwork is installed shall consult with the Curator for all matters relating to the physical status of the artwork, including moving or removing (for such requirements as renovations,



redecorating or relocation), repairing, cleaning, and reporting damage, fragility, or loss.

- 9.1.3. All artworks are to be installed in accordance with the guidelines set forth by the UBC Okanagan Master Plan, Planning and Design Principles and the UBC Okanagan Design Guidelines, with exterior work(s) to follow the Exterior Public Art Key Plan recommendations for site locations.
- 9.1.4. All artworks are to be installed or removed by the Curator or by Operations at the request of the Curator.
- 9.1.5. Exhibitions organized for educational purposes shall have priority over the placement of artwork(s) in public spaces or office areas. In the instances where a work is removed for temporary loan, replacement artwork(s) will not normally be provided.
- 9.1.6. The Curator may rescind current loans not consistent with the criteria established by these procedures.

## **9.2. Access Criteria**

- 9.2.1. Any department may request artwork(s) from the collection to be displayed in areas other than individual offices.
- 9.2.2. Requests for artwork(s) should be directed to the Curator for short-term teaching and research purposes by individual faculty members. Such requests for artwork(s) currently on display will require advance notice.
- 9.2.3. Priority will be given to high profile public spaces to provide maximum shared benefit of the collection by the university community, subject to adequate security, suitable lighting, and appropriate environmental conditions. Potential sites include prominent ceremonial and gathering spaces, entrance halls, board and meeting rooms, administrative offices, and lecture theatres. The Curator will assess these areas for appropriateness.

## **10. Collection Management**

### **10.1. General Considerations**

- 10.1.1. A complete inventory of the collection shall be maintained by the Curator. Each artwork shall be assessed periodically for any change in environmental conditions or security considerations that may affect the placement of that work.
- 10.1.2. A duplicate record of the inventory will be kept off-site and arranged by the Curator.

### **10.2. Collection Storage Areas**

- 10.2.1. Collection storage areas are to remain locked and dark at all times.
- 10.2.2. Access is restricted to the Curator or designate.
- 10.2.3. Housekeeping of the storage areas will be performed on a regular basis.

## Appendices

### **11.1. Temporary Custody Form**

Name of Donor \_\_\_\_\_  
Address of Donor \_\_\_\_\_  
Telephone, Fax number \_\_\_\_\_  
Date of Acceptance \_\_\_\_\_  
Loan Period (not to exceed 1 year) \_\_\_\_\_  
Description and Condition of Artwork \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

While the artwork is being considered by the committee and is at the university, UBC Okanagan assumes full liability for loss, theft or damage. UBCO will care for the artwork(s) per the criteria for the care and maintenance of its own collection.

The university assumes that the lender has legal authority of the property described above for consideration for inclusion to the UBC Okanagan permanent art collection.

It is incumbent upon the lender to notify UBC Okanagan of any change to the lender information (name, contact information) or legal ownership of the artwork while it is being held by the university. If legal ownership changes, the new owner will be required to establish their legal right to the work before it is released.

In the case of unsuccessful attempts to return a borrowed item, the artwork(s) shall be deemed an unrestricted gift to the UBC Okanagan and accessed into the permanent collection or may be disposed of by the university.

The potential donor may interrupt this acceptance procedure and request the return of their artwork at any point by contacting the Development office.

Signature of Loaner \_\_\_\_\_

Date \_\_\_\_\_

Signature of UBC Okanagan representative \_\_\_\_\_

Date \_\_\_\_\_

11.2.



THE UNIVERSITY OF BRITISH COLUMBIA  
**APPROVAL FORM**  
FOR ALL REAL & TANGIBLE PERSONAL PROPERTY GIFTS-IN-KIND (GIK)

Date Gift Received: \_\_\_\_\_

Brief Description of Gift: \_\_\_\_\_

Donor's Name and Address: \_\_\_\_\_

Do you want an official receipt issued to you for income tax purposes? YES ( ) NO ( )

On behalf of the University, we would like to thank you for the materials listed above. In accordance with Canada Revenue Agency regulations,

1. The gift becomes the exclusive property of The University of British Columbia, to be retained or disposed of in whatever ways seem most appropriate, including sale. If any portion of the gift is deemed by UBC to be inappropriate, it shall be returned to the donor (if requested) or disposed of by the University.
2. The donor/author agrees to assign ownership of all rights, including all copyright and any other intellectual property, in the gift to The University of British Columbia. The donor/author agrees to waive all moral rights in the gift in favour of The University of British Columbia.
3. The donor represents and warrants that the gift is free from all liens, charges, or encumbrances.
4. The gift shall be made available to any researcher and may be used for educational purposes, including use in displays and exhibits.
5. Official receipts for income tax purposes shall be issued upon receipt of your signed request. Your signature on this form will also be taken as assurance that the gift is the property of the person(s) to whom the receipt is to be issued.

Donor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Retain one copy of this form for your records. Return one copy to:  
UBC Development | 500-5950 University Blvd | Vancouver, BC V6T 1Z3

FOR INTERNAL USE ONLY

*For all estate-related GIKs, contact Brian.Altwasser@ubc.ca*

**FACULTY/DEPARTMENT APPROVAL:**

I authorize acceptance of the above gift-in-kind and confirm the information regarding the donor and the gift as shown on the attached Donation Remittance Form.

Faculty/Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

**DEVELOPMENT OFFICE APPROVAL:**

I authorize a tax receipt for the above-named donor in accordance with the rules of Canada Revenue Agency and on the understanding that the Faculty or Department has reviewed and hereby confirms the information submitted regarding the donor and the gift.

Development Office Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

Please contact Kristin Loheyde in the Gift & Estate Planning Office for clarification or information at (604) 827-4124.

G:\FILES\GIK\GIK Approval Form\_Feb 2010.docx Revised: March 2010

### 11.3. Donation Information Form

Artist \_\_\_\_\_

Title \_\_\_\_\_

Medium \_\_\_\_\_

Dimensions (W x H x D) \_\_\_\_\_

Condition \_\_\_\_\_

How did you acquire the artwork(s)? What was the purchase date? What is the production date? \_\_\_\_\_

\_\_\_\_\_

Does the artwork(s) have a history you can outline? Is there an exhibition history? \_\_\_\_

\_\_\_\_\_

Do you have an ownership history? Do you have names and locations of commercial dealers known to represent the artist's work? \_\_\_\_\_

\_\_\_\_\_

Information about the artist \_\_\_\_\_

\_\_\_\_\_

What is the insurance value of the artwork(s)? \_\_\_\_\_

\_\_\_\_\_

Any appraisals of the artwork(s) \_\_\_\_\_

\_\_\_\_\_

Any supplementary information pertaining to the art work? (Articles, newspaper coverage, exhibition catalogue, artist's biographical material) \_\_\_\_\_

\_\_\_\_\_

Acknowledgement Information. How and to whom would you like the gift attributed? (e.g., Gift of.../ Donated in Memory of...) Would you prefer to remain anonymous?

\_\_\_\_\_

Where applicable, what name do you want on the tax receipt? \_\_\_\_\_

\_\_\_\_\_

Name of Development Office representative taking donation information \_\_\_\_\_

\_\_\_\_\_

Upon the completion of the **Approval Form** (11.2) and the **Donation Information Form**, copies will be forwarded to the Curator.



THE UNIVERSITY OF BRITISH COLUMBIA

**APPRAISAL FORM**

FOR ALL REAL & TANGIBLE PERSONAL PROPERTY GIFTS-IN-KIND (GIK)

| Gift Information   |                                  |
|--|----------------------------------|
| Donor's Name:  | Date Gift Received (mm/dd/year): |
| Donated to/Faculty:  | Department:                      |
| Complete Description of Gift (*Important* Please include quantity, media, artist/author, year, dimensions, brand and model names, serial numbers, and any other descriptive features): |                                  |
|  |                                  |

| Appraisal Information*   |                       |
|--|-----------------------|
| <i>For Gifts Valued at \$1,000 or less</i>   |                       |
| UBC Staff Appraiser's Name & Department:   |                       |
| Campus Address:  | Postal Code:          |
| Appraisal Date:  | Fair Market Value: \$ |
| UBC Staff Appraiser's Signature:   |                       |
| UBC Staff Appraiser's Qualifications (brief summary):  |                       |
|  |                       |
| <i>For Gifts Valued over \$1,000 but less than \$5,000</i>   |                       |
| Name of Appraiser:   |                       |
| Attach independent appraisal, documented on the appraiser's letterhead.  |                       |
|  |                       |
| <i>For Gifts Valued over \$5,000</i>   |                       |
| Name of Appraiser(s):  |                       |
| Attach independent appraisals, documented on the appraisers' letterhead.   |                       |
| If providing only a UBC appraisal or if providing only one independent appraisal for gifts over \$5,000, please provide reasons: |                       |
|  |                       |

\*See Notes on Reverse

Please contact the UBC Gift & Estate Planning Office for more information at (604) 827-4124.

**11.5. External Loan Agreement Form – Outgoing**

**Name of Lender:** University of British Columbia Okanagan  
3333 University Way, Kelowna, BC.  
Canada V1V 1V7  
Tel: 250-807-8000

**Name of Borrower** \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, Province, Postal Code \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Name of Location(s) Where the Work Will be Held \_\_\_\_\_  
\_\_\_\_\_

**Period of Loan**  
From \_\_\_\_\_ To \_\_\_\_\_

**Artwork Requested**

Accession # \_\_\_\_\_  
Artist \_\_\_\_\_  
Title \_\_\_\_\_  
Medium \_\_\_\_\_  
Dimensions \_\_\_\_\_  
(W x H x D framed and unframed, sculpture size excluding base)  
Insurance Value \_\_\_\_\_  
Condition Report \_\_\_\_\_

Acknowledgement Labels to read: “Collection of the University of British Columbia,  
Okanagan, Kelowna, B. C.”

**Purpose of Loan** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Insurance** Attach copy of proof of insurance indicating that UBC Okanagan is the  
additional insured. We must be in possession of the Certificate of Insurance  
before the artwork can be released to the borrower or shipper.

**Packing and Shipping Specifications** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**External Loan Agreement – Outgoing (cont’d)**

**Special Conditions, Provisions, Restrictions, Security Precautions** \_\_\_\_\_

\_\_\_\_\_

**Photographic Privileges, Rights of Reproduction** \_\_\_\_\_

\_\_\_\_\_

**Facility Report** Required yes \_\_\_\_\_ no \_\_\_\_\_

If yes please include the following information and attach report:

- environmental information on lighting, heating, temperature, humidity control, pest control, emergency preparedness
- security and fire protection
- display procedures
- short history of loans for borrowing institution

**Pick-up Information**

Date given \_\_\_\_\_

Shipment via \_\_\_\_\_

Person or company picking up \_\_\_\_\_

Shipping Address \_\_\_\_\_

Name of UBCO person dispatching artwork \_\_\_\_\_

**Signature of Borrower** \_\_\_\_\_

Dated \_\_\_\_\_

**Signature of Lender** \_\_\_\_\_

Dated \_\_\_\_\_

**11.6. External Loan Agreement Form – Incoming**

**Loan at Request of** \_\_\_\_\_  
(name of department, contact person and tel #)

**Name of Lender<sup>2</sup>** \_\_\_\_\_

**Name of Borrower:** University of British Columbia Okanagan  
3333 University Way, Kelowna, BC,  
Canada V1V 1V7  
Tel: 250-807-8000

**Location of Loan** \_\_\_\_\_

**Period of Loan** From \_\_\_\_\_ To \_\_\_\_\_

**Artwork on Loan** Artist \_\_\_\_\_

Title \_\_\_\_\_

Medium \_\_\_\_\_

Dimensions \_\_\_\_\_

Acknowledgement Label to Read \_\_\_\_\_

Insurance Value \_\_\_\_\_

Incoming Condition Report and Photograph \_\_\_\_\_

**Special Requirements, Care Instructions, Security Precautions, Unpacking and Repacking Instructions** \_\_\_\_\_

**Photographic Privileges, Rights of Reproduction** \_\_\_\_\_

**Return Information** Shipping Address \_\_\_\_\_

Date of Release \_\_\_\_\_

Person or carrier picking up \_\_\_\_\_

Name of UBCO person dispatching artwork \_\_\_\_\_

Outgoing Condition Report and Photograph \_\_\_\_\_

<sup>2</sup> It is the assumption of the university that the lender has legal authority of the property described for loan to UBC Okanagan.



**11.7. Facilities Report**

Date \_\_\_\_\_  
Location of Exhibition site \_\_\_\_\_  
Name of Institution \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Tel# \_\_\_\_\_ Fax  
# \_\_\_\_\_ Email \_\_\_\_\_  
Name and title of contact person \_\_\_\_\_  
\_\_\_\_\_

**Exhibition Area and Storage Area**

Aside from exhibitions, what activities take place in the building?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are eating, drinking or smoking permitted in the gallery space? \_\_\_\_\_  
receiving area? \_\_\_\_\_

Do you make routine inspections for rodents and insect problems? \_\_\_\_\_  
Is the exhibition space in an area subject to flood, tornado, earthquakes or hurricanes?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any water fixtures like plumbing pipes, sprinklers or water fountains in or above the exhibition area? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Environment**

What kind of heating and cooling systems do you have?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you monitor and record temperature and humidity levels in the exhibition space?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What is the temperature range? \_\_\_\_\_  
What is the relative humidity range? \_\_\_\_\_

What is the light source in your exhibition space?

Incandescent \_\_\_\_\_ Fluorescent \_\_\_\_\_ Daylight \_\_\_\_\_  
UV Filtered \_\_\_\_\_ Equipped with shades \_\_\_\_\_  
UV Filtered \_\_\_\_\_

Can you adjust light levels? \_\_\_\_\_

**Security**

Is your site protected by electronic security? \_\_\_\_\_

If the exhibition space is in a multiuse facility and the facility will remain open after the exhibition is closed, how is the exhibition secured? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Protection**

Is your site protected by smoke detectors? \_\_\_\_\_

Is your area serviced by a fire department? \_\_\_\_\_

Do you have a sprinkler system? \_\_\_\_\_

Do you have fire extinguishers in the exhibition and storage areas? \_\_\_\_\_

Have there been any damages or losses to property in your care in the last three years?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If yes, state circumstances

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Report completed by \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

11.8. **Condition Report**

Accession number \_\_\_\_\_

Artist \_\_\_\_\_

Title \_\_\_\_\_

Medium \_\_\_\_\_

Dimensions (W x H x D)

Insurance and/or appraised value \_\_\_\_\_

General appearance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Abrasions \_\_\_\_\_

Accretions \_\_\_\_\_

Support and secondary support conditions \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Buckling, bulges, creasing, cracks or blistering \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Discolouration, fading or blanching of colour \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Cuts, edge damage or embrittlement \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Infestation or insect damage \_\_\_\_\_

Mold/mildew \_\_\_\_\_

Photo oxidation \_\_\_\_\_

Stained areas (water, food, grease, insect detritus) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Warping \_\_\_\_\_

Loss or missing areas \_\_\_\_\_

Recommended restoration \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Examination \_\_\_\_\_  
Examiner \_\_\_\_\_

Comparative extent of damage description terms outlined by *The Fine Arts Conservancy Glossary* are: negligible, slight, minor, moderate, marked, major, extreme.

**11.9. Acquisition Proposal**

Artist \_\_\_\_\_  
Title \_\_\_\_\_  
Dimensions (W x H x D) \_\_\_\_\_  
Medium \_\_\_\_\_  
Provenance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Condition \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurance value, appraisals \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Implications for UBC Okanagan's financial and physical ability to provide maintenance, storage, conservation, and installation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Restricting Conditions on Acquisition \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relevance to the Collection \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Proposal \_\_\_\_\_

**11.10. De-Accession Proposal Form**

Accession number \_\_\_\_\_

Artist \_\_\_\_\_

Title \_\_\_\_\_

Medium \_\_\_\_\_

Dimensions (W x H x D) \_\_\_\_\_

Condition \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insured and/or appraised value \_\_\_\_\_

Any restrictions for de-accession \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reasons for de-accessioning \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommendation approved \_\_\_\_\_ Recommendation denied \_\_\_\_\_

Date \_\_\_\_\_

### 11.11. Photographic Release

Signing this document is completely voluntary and is done entirely at the individual's discretion. UBC does not require any individual to sign this document.

1. I, the undersigned, do hereby authorize the University of British Columbia (hereinafter "UBC"), its officers, employees, or agents to:
  - 1.1. photograph my likeness and/or photograph my artistic works using any photographic technology,
  - 1.2. store my likeness and/or the likeness of my works ("Images") on film, in digital format, or using any other photographic storage and retrieval technology,
2. To the extent I have any rights in the Images, I hereby grant to UBC a perpetual, worldwide, non-exclusive, royalty free license to:
  - 2.1. make copies of the Images using any photographic technology, and
  - 2.2. manipulate the Images using any photographic technology, and
  - 2.3. publish, exhibit, or otherwise use or cause to be used the Images in any manner whatsoever that UBC deems appropriate, including (but not limited to) publication on and in UBC websites and publications, without any payment to me.
3. I do hereby acknowledge and agree:
  - 3.1. to waive any moral rights I may have in these Images in favour of UBC, and
  - 3.2. that this Photographic Release sets forth the entire agreement between UBC and myself regarding the Images, and no amendment to this Release shall be effective unless signed by both UBC and myself,
  - 3.3. that this Photographic Release shall be governed by the laws of the Province of British Columbia and any dispute resulting from this Photographic Release shall be brought before a Court of competent jurisdiction in the Province of British Columbia.
4. I confirm that my decision to sign this document is completely voluntary and that I understand that I am under no obligation to sign this document.

---

Signature

---

Full Name (please print)

---

Date

11.12. **Licence of Exhibition Right** <sup>3</sup>

I, \_\_\_\_\_  
Name - Artist, dealer, executor, or the owner of the exhibition right in the work,

\_\_\_\_\_  
Description of work, title, medium, size, date of creation

for good and valuable consideration, receipt of which is acknowledged, unconditionally and irrevocably grant to

The University of British Columbia, Okanagan  
3333 University Way, Kelowna, B.C.  
V1V 1V7  
Tel: 250-807-8000

a licence to present the work, or authorize its presentation, at public exhibition provided the presentation is by, or on the premises of, an educational institution, art gallery, museum, or similar institution.

This licence is transferable only to future owners of the work.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Licensor

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address of Licensor

<sup>3</sup> This form utilizes the template provided in Ella Agnew, *Legaleasy: A Step-by-Step Legal Guide to Collecting for Canadian Art Galleries and Museums* (Toronto: Ontario Association of Art Galleries in Collaboration with the Canadian Museums Association, 1991).