

Queensland Art Gallery | Gallery of Modern Art

DEED OF GIFT

ADJUSTABLE TERMS

1. Donor <i>(include full name, address, and any ABN/ACN)</i>	
2. Work <i>Short description/Title</i>	[insert] (As further described in Schedule 1 attached.)
3. Credit Line	
4. Does the Donor own copyright in the Work?¹ (see footnote 1)	<input type="checkbox"/> YES , as together with <input type="checkbox"/> NO
5. If the Donor owns or part owns copyright in the Work, is that copyright included in the gift?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6. Does the Work contain any confidential or culturally sensitive material?	<input type="checkbox"/> YES (as further described in Schedule 1) <input type="checkbox"/> NO
7. Capacity of Donor² (see footnote 2)	
8. Supporting documentation & information if known and available	As listed in Schedule 2 attached.
<i>Receipt/s</i>	<input type="checkbox"/> <i>Insurance/valuation report/s</i> <input type="checkbox"/>
<i>Exhibition history</i>	<input type="checkbox"/> <i>Conservation treatment/s</i> <input type="checkbox"/>
<i>Publications, Catalogues (including auction catalogues)</i>	<input type="checkbox"/> <i>Condition report/s</i> <input type="checkbox"/>
<i>Academic references</i>	<input type="checkbox"/> <i>Other</i> <input type="checkbox"/>
<i>Previous ownership</i>	<input type="checkbox"/> <input type="checkbox"/>
9. Special conditions³ (see footnote 3)	

GALLERY USE ONLY:

Date of Deed	
Accession number	
Meeting date	

¹ If yes, state basis of ownership, such as “creator”, “heir” etc.
² State the capacity in which the Donor is signing this Deed – for example, as owner or as agent, trustee of a trust or executor of an estate.
³ If particular clauses of the following standard terms are not to apply, specify this here as “Special conditions”.

DATE:

(to be inserted by Donor on date of signing)

BACKGROUND

- A. The Queensland Art Gallery Board of Trustees (trading as “Queensland Art Gallery | Gallery of Modern Art”) (“**the Gallery**”) is a Queensland statutory authority, established by the *Queensland Art Gallery Act 1987* to contribute to the cultural, social and intellectual development of all Queenslanders.
- B. The Donor (“**Donor**”, whose details appear in **Item 1** of the Adjustable Terms and which term includes the Donor’s agents, administrators, executors and assigns) wishes to gift the work or works specified in **Item 2** of the Adjustable Terms (jointly and severally referred to as the “**Work**”) to the Gallery.
- C. The Gallery wishes to accept the Work into its Collection, as set out in this Deed.

TERMS

1. GIFT

- 1.1 The Donor hereby donates the Work to the Gallery.
- 1.2 The Donor promises that:
 - (a) the Donor is the owner of the Work or is otherwise entitled to make this gift;
 - (b) no other person’s consent or permission is required to make this gift;
 - (c) to the best of the Donor’s knowledge, if the Work has been exported from any country, that export conformed with the laws of such country and its importation into Australia conformed with Australian law;
 - (d) the Donor has received no notice of any claim that may affect any of the promises and warranties the Donor makes in this Deed and, in particular, knows of no adverse claim or notice relevant to ownership of the Work;
 - (e) unless otherwise indicated in **Item 2** of the Adjustable Terms, the Work is original and authentic; and
 - (f) the Work is free and clear of all encumbrances and restrictions.
- 1.3 Any Documentation that the Donor has provided is included in the donation, and the Donor promises that, to the best of the Donor’s knowledge, the Documentation is true and accurate.

2. CREDIT LINE

- 2.1 The Donor requests that the Gallery acknowledge the Donor as set out in **Item 3** of the Adjustable Terms. Gifts made under the Cultural Gifts Program need to acknowledge the program with specified wording.

3. INDEMNITY

- 3.1 The Donor indemnifies the Gallery (including its directors, officers, employees and agents) against all actions, claims, suits, demands, liabilities, losses, damages and costs (including all legal costs on a solicitor-client basis) directly or indirectly arising out of, relating to or in any way connected with any breach of the Donor’s promises under this Deed.

4. PROPERTY

- 4.1 From the date of this Deed, the Gallery owns all legal and beneficial right, title and interest in the Work and may deal with the Work in accordance with its policies, as in force from time to time.

5. LICENCE

- 5.1 To the extent that the Donor is the owner of copyright in the Work , the Donor:

- (a) licenses the Gallery to use and authorise the use of the copyright in the Work (including as a possible detail) in and/or for:
- (i) exhibitions (including online exhibitions);
 - (ii) publishing in all media;
 - (iii) the Gallery's website and social media platforms, including third party platforms (eg. Youtube, Twitter, Facebook, Instagram etc);
 - (iv) Promotional, publicity and advertising purposes;
 - (v) television programs that involve or relate to the Gallery or the subject of the interview;
 - (vi) research or study;
 - (vii) educational purposes; and
 - (viii) the Gallery's archival and preservation purposes
- and
- (b) acknowledges that, while the Work is on display, it will be impracticable for the Gallery to prevent visitors taking photographs of the Work (including on their smartphones) and that the Donor will not hold the Gallery liable for such photography or a visitor's subsequent use of such photographs.

6. CONSIDERATION

- 6.1 The Gallery confirms that the Work is given to the Gallery as a gift.

7. ADDITIONAL INFORMATION

- 7.1 The Donor will notify the Gallery if the Donor at any time becomes aware of any fact or matter which indicates that the Work and/or the Documentation is not in whole or in part as described in this Deed or as otherwise stated to the Gallery by the Donor or someone acting on behalf of the Donor (for example, if the identity, quality, history, provenance, state of authenticity, legal status or general character of the Work or the Documentation is not as described or stated).

8. APPLICABLE LAW

- 8.1 This Deed is governed by, and must be construed in accordance with, the law in force from time to time in Queensland and the parties submit to the jurisdiction of the courts of Queensland.

9. GENERAL

- 9.1 This Deed may be executed and delivered electronically (including by facsimile and email).
- 9.2 A provision of this Deed must not be construed to the disadvantage of the Gallery merely because the Gallery was responsible for the preparation of the Deed or the inclusion of a provision in the Deed.
- 9.3 If the Donor consists of more than one person, this Deed binds each of them separately and any two or more of them jointly.
- 9.4 An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- 9.5 Where the Work is being donated by a trust, the party signing this Deed is bound both personally and as a trustee of that trust.
- 9.6 If any provision in this Deed is unenforceable, illegal or void, it is severed and the rest of this Deed remains in force.
- 9.7 This Deed contains all the terms and conditions of the donation of the Work and supersedes any other agreement, discussion or negotiation between the Donor and the Gallery in relation to the gift.

10. DEFINITIONS

- 10.1 **“Adjustable Terms”** means the Adjustable Terms attached to and forming part of this Deed.
- 10.2 **“Deed”** means this document, including the Adjustable Terms and any schedule or annexure.
- 10.3 **“Documentation”** means documentation that has been provided by the Donor and that is listed in Schedule 2.

EXECUTED AS A DEED

Signed, sealed and delivered by the Donor
in the presence of:

X.....

Signature of or on behalf of Donor (who, if signing on
behalf of the Donor, also warrants his or her authority
to sign on the Donor's behalf)

X
Witness

Full name of Witness

Full name (and, if signing on behalf of the Donor,
capacity in which signing)

Date:

GIFT ACKNOWLEDGED ON BEHALF OF THE GALLERY BY:

.....
Signature

.....
Print name

.....
Position

.....
Date

SCHEDULE 1: WORK DETAILS
For completion or review if known

WORK 1

<i>Artist name</i>	
<i>Artist's dates of birth and death</i>	
<i>Country of Artist</i>	
<i>Title</i>	
<i>Medium/Support</i>	
<i>Dimensions</i>	
<i>Date or period of execution</i>	
<i>Place of execution (if known)</i>	
<i>Description/signatures</i>	

Any confidentiality/cultural sensitivity concerns:

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Condition concerns (including any earlier conservation, any repairs and any damage):

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SCHEDULE 2: DOCUMENTATION
Refer to item 9 in the Adjustable Terms

WORK 1

[list titles/descriptions of any documents referred to in Item 3 of the Adjustable Terms]

WORK 2

[list titles/descriptions of any documents referred to in Item 3 of the Adjustable Terms]

etc