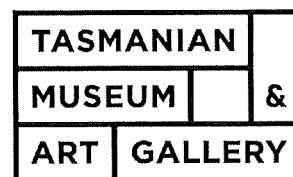


+Custom House, 19 Davey Street, Hobart TAS
GPO Box 1164, Hobart, TAS 7001 Australia
Ph (03) 6165 7001
Email tmagmail@tmag.tas.gov.au
Web www.tmag.tas.gov.au



Loan Agreement: Incoming

No: LI21.034
Ref RM: 088648/19

Part 1

The Lender hereby agrees to lend the items listed in **Part 2, Schedule 1** of this Agreement (the Items) to the Board of Trustees of the Tasmanian Museum & Art Gallery subject to the conditions attached.

Parties

Lender: Royal Society of Tasmania (the Society)

Contact: Prof. Jocelyn McPhie, President

Postal address: PO Box 1166, Hobart, 7001

Business address: 19 Davey Street, Hobart, 7001

Phone Numbers: 03 6165 7014

Email address: j.mcphie@utas.edu.au, admin@rst.org.au

Borrower: The Board of Trustees
of the Tasmanian Museum & Art Gallery (the Board)

Contact: Brett Torossi, Chair

Postal address: PO Box 1196, Hobart, 7001

Business address: 19 Davey Street, Hobart, 7001

Phone Numbers: 03 6165 7024

Email address: director@tmag.tas.gov.au

Purpose of Loan: a. Secure storage, including any associated storage management purposes; and

b. Research and preservation purposes.

Period of Loan: 1 June 2022 – 1 June 2025 (3 years)

Location of Items: TMAG City Site, 19 Davey Street Hobart

Insurance:

Total Value A\$: 8.1 million

The Society will be responsible for insuring the Items that it places on loan to the Board in accordance with this Agreement. The Society acknowledges that any failure on the part of the Society to insure the Items is at the sole risk of the Society.

Special Conditions:

1. The Board will exhibit, display, reproduce or otherwise publish the Items in Schedule 1 only in accordance with this Agreement.
2. For the Period of Loan, access to the Items in Schedule 1 will be provided to the Society's representatives on an ad hoc basis during valuation, significance assessment, preservation needs assessment and conservation work; after that, access will be provided once per month or as per reasonable requests. The Items will be viewed in a room external to the Print Room where the Items are typically stored.
3. Where the Items are in secure storage in accordance with the Purpose of Loan, the Board will not permit access to the Items in Schedule 1 other than to the Board, TMAG staff employed in accordance with the *Tasmanian Museum and Art Gallery Act 2017* and the Society's representatives except with the written consent of the Society.
4. Unframed artworks in the RST Art Collection will be separately housed in the TMAG Print Room. The RST will pay the cost of separating the collections and the separate storage. Framed artworks in the RST Collection will be stored in appropriate museum-standard storage space at TMAG in Davey Street.
5. TMAG will consult the RST regarding how the RST artworks are identified in the existing TMAG database and in any and all future versions in the TMAG database.

Acknowledgement

Each Item is to be acknowledged in the following form:

“The Royal Society of Tasmania Art Collection”

I confirm that the above acknowledgment is correct

Yes

No

I require the acknowledgement to be altered as follows:

Conditions of Loan

1. Period of Loan
 - a. The Items will continue to be on loan to the Board until the date specified under the heading "Period of Loan".
 - b. Unless a Party notifies the other party in writing that they wish to terminate this Agreement not less than thirty (30) days prior to the expiration of the Period of Loan then this Agreement will be reviewed and signed off prior to extension for a further 3 year term (renewal of the Agreement). This clause will remain in the renewal of the Agreement.
2. Termination
 - a. The Parties shall have the right to terminate this Agreement at any point in time by written notice to the other party.
3. Damage
 - a. Other than any damage to the Items caused by or attributed to the Society or their agents, contractors or employees, the Board undertakes to make good any damage caused or pay the necessary costs of restoring Items as nearly as practicable to its condition at the commencement of the Period of Loan provided that, if the Item has been damaged to the extent that it is not capable of being restored, the Board will indemnify the loss to the value at the time delivery was taken or as subsequently reassessed by the Lender and accepted by the Board in writing.
4. Condition and Protection
 - a. The Board will at all times use their best endeavours to ensure that the Items on loan remain in the condition as at the date of this Agreement. The Lender acknowledges that the Board is taking the Items in their current condition and that some of the Items are damaged.
 - b. The Parties agree that the 16 bit high resolution, preservation quality digital assets of the Items, which were professionally photographed by the TMAG Photographer and provided to the RST in 2020, are evidence of the condition of the Items at the commencement of the Period of Loan.
 - c. The Board will at all times ensure that the Items on loan are treated with due care to protect it against loss, damage or deterioration and should loss, damage or deterioration occur the Board will lodge a detailed report to the Lender.
5. Exhibition/Use and Storage
 - a. The Board will hold the Items only at the place specified under the heading "Location of Items" and for the purpose specified under the heading "Purpose of Loan".
 - b. The Board will not loan the Items to other institutions, not listed in this Agreement, without the written consent of the Lender.
 - c. Nothing in these conditions requires the Board to display the Items for the whole of the term of this Agreement or part thereof.
 - d. The Board will ensure that information concerning the Items if used in catalogues, labels or for any other purpose conforms to the catalogue data provided by the Lender and will include an acknowledgement as specified under the heading "Acknowledgement" of the Lender.
 - e. The Board shall acknowledge the Lender in any publicity or in relation to any reproduction of photographs of the Items as specified under the heading "Acknowledgement".

- f. The Board will not photograph or reproduce the Items without the approval of the Lender, except for the Purpose of Loan.
 - g. TMAG will seek permission in writing from RST Council through the Honorary Curator for any use of RST artworks, including but not limited to exhibition and reproduction. Permission should be sought ideally two months in advance of the use to allow time for RST Council approval.
6. Return of Items
- a. Upon expiration or termination of this Agreement, the Board at the expense of the Society will return the loaned Items to the Society. The Society will pay the cost of preparing the Items for return together with the cost of transporting the Items from the Location of Items to a destination selected by the Society.
 - b. Subject to any agreement in writing between the Parties regarding the arrangements for the return of the Items, the Parties agree that:
 - i) The Board will prepare the Items for collection as soon as reasonably possible and provide the Society with a notice to collect sent by email to the email address specified for the Society in the Parties details on page 1; and
 - ii) The Society will collect the Items from the Board within 14 days from date that the notice to collect has been emailed to the Society or such other time as the Parties agree.
-

Lender's Authorisation

I have read the terms and conditions of this Agreement and certify I have the authority to enter into this agreement.

Signed by Lender

Signature:
→



Print
name and
office held:

Jocelyn McPhie
President, The Royal Society of Tasmania

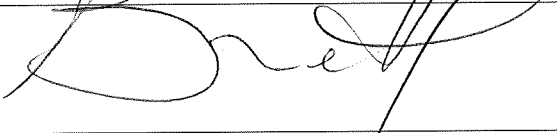
Dated:

1 June 2023

Borrower's Authorisation

Executed for and on behalf of the Board of Trustees of the Tasmanian Museum and Art Gallery

Signature:
→



Print
name and
office held:

BRETT TOROSSO chair of TMAG.

Dated:

23/05/2023

IF MAILING THE AGREEMENT

Pink Copy: To be signed by the Lender and returned to the Registrar, Tasmanian Museum and Art Gallery

White Copy: Lender's Copy

IF EMAILING THE AGREEMENT

To be signed by the Lender and returned to the Registrar, Tasmanian Museum and Art Gallery

Part 2

Schedule 1: Items on Loan to the Board

Item No.	Description/Name	AG Reference No.	Quantity
1	Allport	AG1573-74	2
2	Basire	AG1591	1
3	Bock	AG1597	1
4	Boyes	AG1598 – 1606	9
5	Bull	AG1613.1	1
6	Gascoyne	AG1683	1
7	Duke	AG1684	1
8	Hood	AG1685	1
9	Hudspeth	AG1686-87	2
10	Haller (attributed)	AG1688	1
11	Jack	AG1689-95	7
12	Mace	AG1713-15	3
13	Maguire	AG1716	1
14	Mault	AG1717-20	4
15	Meredith	AG1721 (folio including 88 drawings)	1
16	Meredith	AG1722 (sketch book including 89 drawings)	1
17	Meredith	AG1723 (sketch book including 46 drawings)	1
18	Mace	AG1774	1
19a	Prout	AG1854-1899	46
19b	Prout	AG1900-1928	29
20a	Stanley	AG1932-2011	80
20b	Stanley	AG2012-13	2
21	Story	AG2014	1
22	Tweedie	AG2015	1
23	Unknown	AG2017	1
24	Unknown	AG2023	1
25	Unknown	AG2025	1
26	Cochran	AG2026	1
27	Walker	AG2041	1
28	de Wesselow	AG2042-2249, minus AG2066	207
29	Dawson	AG2254	1
30	De Gruchy	AG1662	1
31	KWN	AG1696	1
32	Von Guerard (Ben Lomond lithograph)	AG2028	1

Item No.	Description/Name	AG Reference No.	Quantity
33	Barlow	AG1575-1590 & AG1930-1931	18
34	Bateman	AG1592	1
35	Blackman	AG1593-95	3
36	Bock	AG1596	1
37	Buckland	AG1607-12	6
38	Chapman	AG1614-1657	44
39	Chapman	AG2252-53	2
40	Clark	AG1658	1
41	Cochran	AG1659	1
42	Cooke	AG1660	1
43	D'Emden	AG1661	1
44	Dowling	AG1663	1
45	Duke	AG1664	1
46	Dunnet	AG1665-66	2
47	Duterrau	AG1667-1676	10
48	Eyre	AG1677-1682	6
49	Duke	AG1664	1
50	Le Breton	AG1698	1
51	Lucas	AG1699-1706	8
52	Lycett	AG1707-1712	6
53	Meredith	AG1724-1734	11
54	Meredith	AG1735-AG1773	39
55	Nixon AM	AG1775-1815	41
56	Philp	AG1816-1818	3
57	Piguenit	AG1824-1851	28
58	Podmore	AG1852	1
59	Prinsep	AG1853	1
60	Richmond	AG1929, AG1929.2	2
61	Unknown	AG2016 AG2018 AG2021 AG2022 AG2024 AG2027	6
62	Dunnett	AG2251	1
63	Gould	AG5433-AG5435 AG5437	4
64	Legge	AG728, AG729	2
65	Meissonier	(after) AG151 – AG151.9, AG152 – AG152.3, AG153, AG154	14
66	Forrest	AG2023	1
67	Alexander Scott, Sir James Ross	AG2311	1
68	Somerset House, Strand	AG2312	1

