City of New Westminster – Parks, Culture & Recreation

Department Policy & Procedure

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Policy Number: 219112V2</th>
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</thead>
<tbody>
<tr>
<td>NEW WESTMINSTER MUSEUM AND ARCHIVES DEED OF GIFT POLICY</td>
<td>Effective Date: February 25, 2013</td>
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<tr>
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<td>Supersedes Date:</td>
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<tr>
<td>Department: Parks, Culture &amp; Recreation</td>
<td>File No. 219112V2</td>
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<tr>
<td>Approved: City Council</td>
<td>Parks &amp; Recreation Committee</td>
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PURPOSE

The purpose of the *Deed of Gift Policy* is to outline the process, procedure and form used to receive gifts of Heritage Material(s) to the City of New Westminster Museum and Archives.

DEFINITIONS

**Accession** – means the formal and legal acquisition of original Heritage Material(s) to the New Westminster Museum and Archives Collection whereby the artifact is assigned a catalogue number and is described, photographed and/or otherwise documented.

**City** – means the Corporation of the City of New Westminster.

**Collection** – means all Accessioned and other Heritage Materials owned by the City. Borrowed or un-accessioned Heritage Materials will be preserved, displayed, secured and researchable to the same standard as Accessioned Heritage Materials.

**Deed of Gift Form** – means the form attached as Attachment “A” to this policy.

**Disposition** – means the permanent removal of Heritage Materials from the Collection by means of sales, trade, destruction, return to donor or transfer per the Deaccession Policy. Heritage Material(s) are considered for disposition if they are badly damaged, are duplicated in the collection, do not meet the Collection Policy criteria or have deteriorated beyond repair.

**Heritage Materials** – means any photographs, documents, maps, periodical, newspaper, artifact, recording, art or any other object or literature (in any medium or state) that is of Period of Significance as set out in this Policy. Heritage Materials are subject to related City policies, bylaws and Freedom of Information legislation.

**Manager** – means the Manager of the New Westminster Museum and Archives.

**New Westminster Museum and Archives** – means operations by the City to:

a. acquire, document, preserve and make available Heritage Materials for public display, research and education; and

b. operate a museum, archives and the 1865 Irving House, Samson V Maritime Museum, Police Museum and City Hall Canons; **but**

c. does not include the City’s Library Services Archives or Teaching Collection.
Teaching Collection – means un-accessioned City Heritage Materials designated and made available for ‘hands-on’ educational purposes. The Teaching Collection is subject to damage, destruction, loss, etc. and the Manager is authorized to dispose of Teaching Collection Heritage Materials without further permission.

AUTHORIZATION

Approval of the Deed of Gift Policy will be provided by City Council based on a recommendation from the Parks and Recreation Committee.

IMPLEMENTATION

New Westminster Museum and Archives staff will use the Deed of Gift Policy and Form as stipulated in the New Westminster Museum and Archives Collection Policy.

DEED OF GIFT AGREEMENT FORM

The New Westminster Museum and Archives will use the Deed of Gift Agreement form, see Attachment “A”, to ensure that the donor:

1. has the right to gift Heritage Material(s);
2. understands and agrees that gifting Heritage Material(s) permanently transfers ownership of Heritage Material(s) to the City;
3. understands and accepts that gifting Heritage Material(s) to the City also includes transfer to the City all copyrights, reproduction rights and intellectual rights attached to the Heritage Material(s) and the extinguishment moral rights;
4. is aware that the City may make Heritage Material(s), and associated information, available for public, without restriction, for display, education, research and other purposes;
5. is aware that gifts may not be accepted if the artifact is inconsistent with the New Westminster Museum and Archives Collection Policy;
6. understands and agrees that the City may dispose of gifted Heritage Material(s) pursuant to the New Westminster Museum and Archives Disposition Policy or otherwise;
7. is aware that personal information associating the donor with the gifted Heritage Material(s) or contained within the Heritage Material(s) may be publicized;
8. understands if gifts of Heritage Material(s) will be restricted to the Teaching Collection

New Westminster Museum and Archives staff will not agree, on behalf of the City, to any alterations of the Deed of Gift Form or the addition of any terms or conditions associated with the acceptance with the acceptance of a gift. If prospective donors have concerns regarding their donation, they should be addressed to the Manager’s attention.
ATTACHMENT “A”

DEED OF GIFT FORM
Deed of Gift Form  
New Westminster Museum and Archives

This Deed of Gift Form records the permanent transfer of ownership of Heritage Material(s) from a donor to the City New Westminster (New Westminster Museum and Archives).

Date of Donation:_________________________  Accession #:________________

**Part A: Donor Contact Information**

<table>
<thead>
<tr>
<th>Legal Name :</th>
<th>Phone:</th>
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<tbody>
<tr>
<td>Incorporation Number (if applicable):</td>
<td>Email:</td>
</tr>
<tr>
<td>Address:</td>
<td>Secondary Contact Information:</td>
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**Part B: Description of Gifted Heritage Material(s)**

<table>
<thead>
<tr>
<th>Description of Gift</th>
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Additional forms or sheets of paper will be attached, as needed, to itemize additional heritage materials gifted. Further, supporting gifting documentation will be accepted in any medium and identified in the above table.
Part C: Deed of Gift

The Donor, understanding that his or her legal rights to or in respect of the Heritage Material(s) gifted are affected by this donation, hereby:

1. warrants that the Donor is the owner of the Heritage Material(s) described in Part B to this Deed of Gift (the “Items”) and that the Donor has no knowledge of any claims or demands adverse to such ownership;
2. transfers and assigns to the Corporation of the City of New Westminster Museum all rights, title and interest in the Items as a gift for the City for its sole and exclusive use;
3. indemnifies and saves harmless the Corporation of the City of New Westminster from any claims, actions, suits, damages, costs or expenses whosoever arising from this Deed of Gift, the transfer of any of the items, or any misrepresentation, mistake or breach by the Donor of any warrant, representation or obligation under this Deed of Gift;
4. extinguishes and releases any and all claims of any nature to the Items on behalf of the Donor and the Donor’s heirs or successors, that the Donor may have now or in future; and in particular, without limiting the generality of the foregoing, the Donor:
   a. irrevocably assigns and transfers to the City any and all of its copyright in the Items;
   b. waives any moral rights which the Donor may have in relation to the Items under the Copyright Act of Canada or otherwise; and
   c. waives any intellectual rights which the Donor may have in relation to the Items;
5. agrees that the City may reproduce the Items in whole or in part and in any medium, and may display, maintain, retain, transfer the Items to another museum or archives, or dispose of the Items in accordance with the New Westminster Museum and Archives Deaccession Policy;
6. agrees to the release of the Donor’s name in connection with the Items and agrees that personal information of the Donor contained within any of the items may be released.

Part D: Deed of Gift

As evidence that the Donor has read and understood the terms and conditions in this Deed of Gift and that the Donor irrevocably gifts the Items in accordance with those terms and conditions the Donor has signed and sealed this Deed of Gift on the date set out below.

____________________________  ___________________
Name of Donor               Signature of Donor

Signed at ____________________ British Columbia, this _____ day of
__________________________, 20____ in the presence of:

____________________________  ___________________
Name of New Westminster       Signature of New Westminster
Museum & Archive Employee     Museum & Archive Employee

Acceptance of Gift

The New Westminster Museum and Archives (Corporation of the City of New Westminster) accepts and acknowledges receipt of your generous gift. Tax receipts for items valued at over $100 may be provided upon request, if requirements of the Income Tax Act of Canada are met, including receipt of satisfactory appraisal(s) of heritage material(s) fair market value. In the event an appraisal is needed, the Donor will be responsible for all associated costs. The original copy of the Deed of Gift Agreement is retained by New Westminster Museum and Archives and a copy is provided to the donor.