

## APPENDIX 1

### TERMS OF THE EAST YORK FOUNDATION ARTIFACTS MANAGEMENT AGREEMENT

1. The agreement covers all artifacts proven or inferred to be either the sole property of the East York Foundation ("the Foundation") or jointly owned by the Foundation and the City that are currently housed at Todmorden Mills Heritage Site and the City's artifact storage facilities.
2. "Artifacts" are taken to mean any three-dimensional product of human endeavour currently under the care of Museum Services. The Foundation's paintings displayed in public buildings in the former Borough of East York and in City Councillors' offices, as well as papers, photos, records and other objects commonly referred to as archival materials, are not subject to this agreement.
3. The term of the agreement is five years, subject to a further five-year renewal upon request by either the City or the Foundation. Either party may choose to terminate the agreement upon giving six months' notice to the other party.
4. All artifacts subject to this agreement will form the East York Foundation Collection ("the Collection").
5. The City will be responsible for the protection, security and maintenance of the Collection according to the Ministry of Culture's "Standards for Community Museums in Ontario," all Council-approved collections policies, and generally accepted museum practices.
6. The City will maintain insurance coverage on the Collection.
7. The City reserves the right to exhibit, store or perform conservation treatment on any artifact in the Collection. Exhibition and storage will typically occur at Todmorden Mills Heritage Site, where feasible and where consistent with the museum's interpretive strategy.
8. The City will be responsible for responding to public requests to copy, licence images of, or release information about artifacts in the Collection. This includes approving and signing image licensing agreements, with notification going to the Foundation. The City has the right to use images of artifacts in the Collection for its own purposes.
9. The City will have the authority to loan artifacts in the Collection to other museums, archives and similar institutions, with notification going to the Foundation.
10. Use of the Collection by the City or any third party will be recognized through an appropriate means as follows: "East York Foundation Collection at Todmorden Mills Heritage Site, City of Toronto."
11. Any revenue obtained from image licensing agreements, filming or other activities relating to the Collection will accrue to the City.

12. The City may, from time to time, recommend deaccessioning certain artifacts in the Collection for the Foundation's decision.
13. Should the Foundation wish to deaccession and dispose of any artifact in the Collection, the City will be given the first opportunity to acquire the artifact from the Foundation.
14. The Foundation may propose artifacts not currently in the Collection for donation to the City. Acceptance of any proposed donation will be at the City's discretion and will be made in reference to the City's collections policies and the collecting mandate of Todmorden Mills Heritage Site.