

**MUSEUM  
OF AUSTRALIAN  
DEMOCRACY**

OLD PARLIAMENT HOUSE

**DEED OF GIFT**

**FOR THE DONATION OF ITEMS**

**BY**

**The Hon Tony Abbott MP**

**To**

**THE COMMONWEALTH OF AUSTRALIA**  
represented by its Executive Agency, Old Parliament House, which operates the  
Museum of Australian Democracy at Old Parliament House

**SUMMARY of GIFT**

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<b>1. Donor</b> <i>(include full name, address, and any ABN/ACN)</i>	The Hon. Tony Abbott, MP Prime Minister Parliament House CANBERRA ACT 2600
<b>2. Object</b>	
<i>Short description/Title</i>	Racing style Hillbrick bicycle Blue men's tie As further described in Schedule 1.
<b>3. Supporting documentation &amp; information</b>	
<i>Receipt/s</i>	As listed in Schedule 2.
<i>Exhibition history</i>	
<i>Academic references</i>	
<i>Previous ownership</i>	
<i>Insurance/valuation reports</i>	
<i>Conservation treatments</i>	
<i>Condition reports</i>	
<i>First publication date?</i>	
<b>4. Does the Object contain any confidential or culturally sensitive material?</b>	<input type="checkbox"/> YES: ..... ..... ..... <input checked="" type="checkbox"/> NO
<b>5. Acknowledgement to Donor</b>	
<b>6. Are intellectual property rights included in the donation?</b>	NO <i>(if "yes", please use the relevant Deed of Gift, drafted to include either an assignment or a licence of IP)</i>
<b>7. Any special conditions?</b>	<input type="checkbox"/> YES: ..... ..... ..... <input checked="" type="checkbox"/> NO

**MoAD USE ONLY:**

<b>Date of Deed</b>	
<b>Accession number</b>	
<b>Accession date</b>	

DATE:  
BACKGROUND

(to be inserted by Donor on date of signing)

- A. The Museum of Australian Democracy ("**the Museum**") is a living museum of social and political history, located in Old Parliament House, Parkes, Australian Capital Territory, Australia, and whose purpose is to help people understand Australia's social and political history by interpreting the past and present and exploring the future.
- B. The Museum is operated by the Commonwealth of Australia, represented by its Executive Agency, Old Parliament House ("**MoAD**").
- C. The Donor ("**Donor**", whose details appear in **Item 1** of the Summary Sheet and which term includes the Donor's agents, administrators, executors and assigns) wishes to gift the object or objects specified in **Item 2** of the Summary (jointly and severally referred to as the "**Object**") to MoAD.
- D. MoAD wishes to accept the Object into its collections, as set out in this Deed.

**TERMS**

**1. GIFT**

- 1.1 The Donor hereby donates the Object to MoAD.
- 1.2 The Donor promises that:
- (a) the Donor is the owner of the Object;
  - (b) the Donor is entitled to make this gift;
  - (c) no other person's consent or permission is required to make this gift;
  - (d) to the best of the Donor's knowledge, the export of the Object from any foreign country has been in conformity with the laws of such country and its importation into Australia was in conformity with the laws of Australia;
  - (e) unless otherwise indicated in **Item 2** of the Summary, the Object is an original and authentic and is not a copy or replica; and
  - (f) the Object is free and clear of all encumbrances and restrictions.
- 1.3 The Donor may have also provided supporting information and either copies or originals of various documents, as set out in **Item 3** and **Item 4** of the Summary, and promises that, to the best of his or her knowledge:
- (a) the information is true;
  - (b) original documents are authentic; and/or
  - (c) any copies of documents are true copies of original documents.

**2. ACKNOWLEDGEMENT**

- 2.1 The Donor requests that MoAD acknowledge the Donor as set out in **Item 5** of the Summary.

**3. INDEMNITY**

- 3.1 The Donor indemnifies MoAD (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 As from the date of this Deed, the Commonwealth of Australia will own all legal and beneficial right, title and interests in the Object.

**5. SPECIAL CONDITIONS**

- 5.1 The Donor acknowledges that:
- (a) any special conditions on which MoAD accepts the gifts set out in this Deed (as set out in **Item 7** of the Summary) will apply for a period of 10 years only; and
  - (b) MoAD will use reasonable endeavours to adhere to the terms of any special conditions, but if MoAD does not, the gift will not be void, and the Donor will bring no action or claim in respect of MoAD not adhering to the special conditions.

**6. CONSIDERATION**

- 6.1 MoAD confirms that the Object was gifted to MoAD for no consideration.

**7. APPLICABLE LAW**

- 7.1 This Deed is governed by, and must be construed in accordance with, the law in force from time to time in Australia.

**8. GENERAL**

- 8.1 This Deed may be executed by electronic communications and in any number of counterparts (including copies, facsimile copies and scanned email copies) each of which is to be deemed to be an original, but all of which together will constitute one instrument.
- 8.2 A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- 8.3 If a party consists of more than one person, this Deed binds each of them separately and any two or more of them jointly.
- 8.4 An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- 8.5 A party which is a trustee is bound both personally and in its capacity as a trustee.
- 8.6 If any provision in this Deed is unenforceable, illegal or void, it is severed and the rest of this Deed remains in force.
- 8.7 This Deed contains all the terms and conditions of the donation of the Object and the Intellectual Property and supersedes any other agreement, discussion or negotiation between the parties in relation to the gift.

**9. DEFINITIONS**

- 9.1 "**Deed**" means this document, including the Summary and any schedule or annexure.
- 9.2 "**Summary**" means the Summary of Gift attached to and forming part of this Deed.

**EXECUTED AS A DEED on [insert date]:**

**EXECUTED** by the Donor in the presence of:

Witness

Signature of Donor

Full name of Witness

Full name of Donor

SCHEDULE 1: OBJECT DETAILS

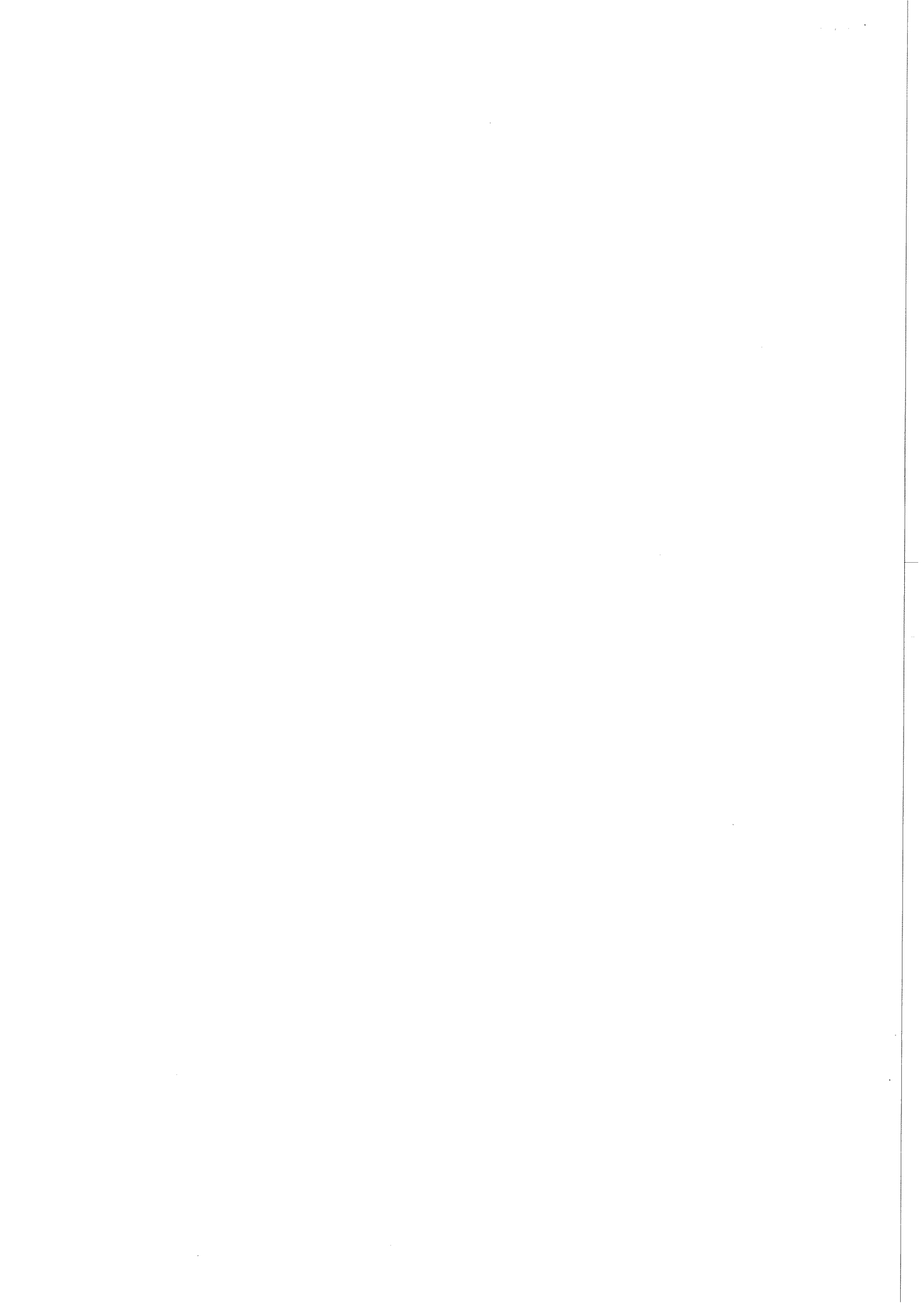
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OBJECT 1:

<i>Description/Title</i>	Racing (road) bicycle used by Prime Minister Tony Abbott. Bicycle is black and white and branded "Hillbrick".
<i>Medium/Materials</i>	
<i>Dimensions</i>	1025 h x 172 w x 460 d
<i>Date or period</i>	2009
<i>Edition</i>	
<i>Number and description of parts</i>	
<i>Object type</i>	
<i>Value</i>	

OBJECT 2:

<i>Description/Title</i>	Light blue men's tie worn by Prime Minister Tony Abbott.
<i>Medium/Materials;</i>	Silk
<i>Dimensions</i>	1530 h x 90 w x 3 d
<i>Date or period</i>	
<i>Edition</i>	
<i>Number of parts</i>	
<i>Object type</i>	
<i>Value</i>	



OBJECT 1

*[annex any documents that are listed in Item 4 of the Summary]*

OBJECT 2

*[annex any documents that are listed in Item 4 of the Summary]*

etc