

UFPB approved April 21, 2015

## **Public Art Procedures**

### **Procedures:**

The Public Art Committee (PAC) will develop, manage and periodically update the processes and procedures to receive, review, evaluate and make recommendations to University Facilities Planning Board (UFPB) regarding proposals for Public Art on campus. The processes and procedures address evaluation such parameters as the type of art; the proposed location and duration of the display; potential costs to the university for procurement, installation and long-term maintenance; safety; ownership; a deaccessioning process; and any desired soliciting/commissioning process. The processes and procedures developed by the committee will be vetted by UFPB with input from appropriate entities (e.g. MSU Foundation, the College of Art and Architecture, Facilities Services, Legal Counsel, etc).

Public Art proposals are identified by category and each have specific procedures. The proposal procedures for all categories are as follows:

### **I. Proposal Requirements by Category**

#### **1. Gifted or Donated works of art to the University**

- a) Proposals for Public Art to be gifted/donated to the University must be made in writing to the MSU Public Art Committee (PAC) using the PAC Proposal Form (attached), c/o Montana State University, Campus Planning, Design & Construction (CPDC), PO Box 172760, Bozeman, MT 59717-2760.
- b) Submission of a proposal does not commit MSU to approval. The PAC shall not incur any costs in reviewing the proposal other than the time to review the written proposal at a regularly-scheduled committee meeting. PAC review does not constitute approval.
- c) PAC will forward the art proposal to the MSU Foundation for review to prevent unintended crossover of procedures or interference with development and other fundraising opportunities.
- d) If the proposed art piece meets all criteria **and** the PAC deems the proposal is suitable for consideration, the Committee will forward its recommendation to the University Facilities Planning Board (UFPB) for review. PAC recommendation to the UFPB does not constitute approval of the proposal.
- e) UFPB review of the proposal may include a recommendation of approval to the University President. UFPB recommendation to the President does not constitute approval of the proposal.
- f) The University President may approve, deny, or return a proposal to UFPB for further consideration. The University President's decision is final and can only be reversed by the President.
- g) Director of CPDC will notify the proposal initiator of MSU's decision. Upon receipt of final approval of the proposal, CPDC and Facilities Services will work with the applicant and donor to consummate the donation and arrange for installation.
- h) MSU's acceptance of an art submission shall not obligate or prejudice the university regarding donor/artists' future art submission considerations.

- i) Upon receipt of the gifted or donated art piece, all ownership rights must transfer to MSU and are retained while in possession of the art piece. The art piece becomes property of MSU and may be disposed of by the University as is deemed appropriate.

## **2. Solicited, Commissioned, and Sponsored works of art to the University**

- a) The University or a select unit such as a College, Center, School, or Institute may submit a request to the PAC to solicit, commission, or sponsor Public Art Committee, c/o Montana State University, Campus Planning, Design & Construction, PO Box 172760, Bozeman, MT 59717-2760.
- b) Submission of a proposal does not commit MSU to approval. The PAC shall not incur any costs in reviewing the proposal other than the time to review the written proposal at a regularly-scheduled committee meeting. PAC review does not constitute approval.
- c) PAC will forward the art proposal to the MSU Foundation for review to prevent unintended crossover of procedures or interference with development and other fundraising opportunities.
- d) If the proposed art piece meets all criteria **and** the PAC deems the proposal is suitable for consideration, the Committee will forward its recommendation to the University Facilities Planning Board (UFPB) for review. PAC recommendation to the UFPB does not constitute approval of the proposal.
- e) UFPB review of the proposal may include a recommendation of approval to the University President. UFPB recommendation to the President does not constitute approval of the proposal.
- f) The University President may approve, deny, or return a proposal to UFPB for further consideration. The University President's decision is final and can only be reversed by the President.
- g) Director of CPDC will notify the proposal initiator of MSU's decision. Upon receipt of final approval of the proposal, CPDC and Facilities Services will work with the applicant and donor to consummate the donation and arrange for installation.
- h) MSU's acceptance of an art submission shall not obligate or prejudice the university regarding donor/artists' future art submission considerations.
- i) Upon receipt of the gifted or donated art piece, all ownership rights must transfer to MSU and are retained while in possession of the art piece. The art piece becomes property of MSU and may be disposed of by the University as is deemed appropriate.

## **3. Loaned works of art to the University**

As noted in the Public Art Policy: The display of "loaned" artwork (or artwork for which the University does not retain unfettered ownership) in unsecured public places presents significant liability issues related to security, indemnification for damage to the artwork itself (either intentional or accidental) and/or damage to persons caused by or related to the artwork, etc; therefore, it is the University's intent to generally prohibit the display of loaned artwork in unsecured public spaces (both interior and exterior) and to retain ownership of all Public Art displayed on campus. Requests for exception to display any works of art intended to be loaned to the University, must be vetted through the process and treated on a case-by-case basis for *possible* exception. Conditions and stipulations must be customized to address specific concerns related to any proposed exception.

Art accepted by MSU for loan is by agreement and for a minimum period of two (2) years.

- a) Applications for loaned art are submitted to Public Art Committee, c/o Montana State University, Campus Planning, Design & Construction, PO Box 172760, Bozeman, MT 59717-2760.
- b) Submission of a proposal does not commit MSU to approval. The PAC shall not incur any costs in reviewing the proposal other than the time to review the written proposal at a regularly-scheduled committee meeting. PAC review does not constitute approval.
- c) PAC will forward the art proposal to the MSU Foundation for review to prevent unintended crossover of procedures or interference with development and other fundraising opportunities.
- d) If the proposed art piece meets all criteria **and** the PAC deems the proposal is suitable for consideration, the Committee will forward its recommendation to the University Facilities Planning Board (UFPB) for review. PAC recommendation to the UFPB does not constitute approval of the proposal.
- e) UFPB review of the proposal may include a recommendation of approval to the University President. UFPB recommendation to the President does not constitute approval of the proposal.
- f) The University President may approve, deny, or return a proposal to UFPB for further consideration. The University President's decision is final and can only be reversed by the President.
- g) Director of CPDC will notify the proposal initiator of MSU's decision. Upon receipt of final approval of the proposal, CPDC and Facilities Services will work with the applicant and donor to consummate the donation and arrange for installation.
- h) MSU's acceptance of an art submission shall not obligate or prejudice the university regarding donor/artists' future art submission considerations.

## **II. Evaluation Criteria and Requirements of all Proposals**

### **MSU will consider public works of art proposals using the following considerations and criteria:**

- Promotes the MSU Public Art Policy's Mission and Intent
- Quality and Presentation
- Placement and Site Location
- Security
- Insurance and Indemnification Responsibility
- Installation Ceremony
- Maintenance Requirements and Funding

[For each of the following, the PAC will use a scale of 1-5, with 1=strong disagreement and 5=strong agreement to determine if the proposal meets the evaluation criteria and requirements. The PAC will provide a final average numeric value, using the same 1-5 scale, and a brief narrative capturing consensus and dissenting evaluation comments.]

1. Promotes the MSU Public Art Policy's Mission and Intent
  - a) The proposed work of art enriches the educational experience for the MSU community

- b) The proposed work of art is of a subject matter or provides a message of interest for permanent installation on campus.
- c) The proposed work of art offers diversity of ideas to the MSU community.
- d) Additional considerations for multiple installations by the same artist:
  - The multiple installations are part of a pre-established theme and plan endorsed by appropriate MSU committees;
  - The endorsed plan stipulates coverage of installation costs

## **2. Quality and Presentation**

- a) The quality of art pieces refers to the overall accomplishment in the art form and content, and the quality of craftsmanship. Pieces with their own merit may not be acceptable if they are in contrast with the general aesthetic atmosphere and character of the University.
- b) Works of art must be constructed in a manner that insures its longevity. The making of the art should include the use of correct technical processes and materials which have a relative permanence.
- c) Works of art must be presented in a professional manner and demonstrate proficient and practiced art techniques.
- d) Works of art must include dedicated display mechanism, apparatus, or pedestal that is appropriately engineered and carefully constructed of durable and appropriate material.
- e) Proposed work of art is of appropriate quality in materials/medium for permanent installation on campus.

## **3. Placement and Site Location**

- a) The placement of works of art on the campus will be carefully considered when initially proposed; however, a site location is not a contingency for acceptance of an art piece. The installation and placement of works of art will be determined by the PAC in collaboration with the University Facilities Planning Board.
- b) Site selection will consider the relationship of materials, colors, and textures and will exclude locations which result in visually poor and conflicting relationships between the object and the site.
- c) Works of art will be placed so as not to obstruct clear lines of vision or interfere with pedestrian mobility.
- d) A work of art will be placed in an area that is structurally able to bear the object's load.
- e) Placement of works of art must take into account emergency situations and will exclude locations which inhibit efficient access of emergency vehicles and responders.
- f) Consideration is given to appropriate sites identified in the Long Range Campus Development Plan, Landscape Master Plan, and other plans. The location of art will be reviewed periodically by the Director of CPDC as part of long-range planning or upon request.
- g) A piece of art may be temporarily or permanently relocated as needed to meet development plans or university needs. In the event of either relocation or removal, the University will coordinate the activity.
- h) Installation costs are either institutionally manageable or covered by the artist as part of the multiple installations plan.

## **4. Security**

The University will take reasonable precautions to secure works of art in similar consideration of all assets.

#### **5. Insurance and Indemnification Responsibility**

Gifted and donated art is property of the University and therefore appropriately insured for liability, damage, and loss similar to other assets.

#### **6. Installation Ceremony**

The University will coordinate a campus community awareness of the installation of an art piece that may include an on-site ceremony and MSU Today announcement. The University is responsible for ceremony announcement expenses.

#### **7. Maintenance and Funding**

The University will perform required general maintenance as deemed necessary, and will attempt to confer with artist prior to repairs and refurbishing.

### **III. Additional Evaluation Criteria and Requirements of Loaned Public Art**

**Loaned public art proposals follow the same process and utilize the same selection criteria as does the permanent collection, with the exception that the owner of the artwork (not the University) is responsible for:**

1. The owner is responsible for maintenance costs attributed to the artwork for the duration of the loan. Maintenance fees are determined by the University and will be specified in the loan agreement. All maintenance fees are paid to the University. Unpaid maintenance fees can result in removal of the art work.
2. Installation and removal work will be performed by the University; however, the artwork owner is responsible for all installation and removal costs, which includes all associated costs for lighting and landscaping. Site preparation and remediation (following artwork removal) will be performed by the University and according to specifications from CPDC and Facilities Services.
3. During the period of time that a work of art is displayed publically by the University, the owner of the work of art must provide one of the following insurance documents:
  - An insurance rider covering the specific work of art for the entire negotiated display time.
  - A signed waiver holding the University harmless in the event of vandalism, damage, or theft.
4. MSU agrees to house the above described art work on a loan basis, a time period agreed to beginning with a minimum of two years and up to an unspecified period of time that will be reviewed every five years by the Campus Planning, Design and Construction or Facilities Services Director for agreement modifications, including termination of agreement.

If MSU chooses to remove the art piece from the campus and terminate the agreement, the University will notify the art owner (at the address provided to the University), at least 30 days prior to planned removal date. If after the initial two year period and prior to the scheduled review period, the donor may arrange to remove the loaned art piece with a 120-day notice to MSU to coordinate the removal and satisfaction of all removal expenses.

#### **IV Removal of Public Art**

Removal of Public Art requires University President approval. The procedure broadly covers removal from site for storage, to elimination or destruction of the artwork, to deaccessioning.

Presidential approval of deaccession is for public art items that have escalated to a significant monetary value so that when disposed of provide a significant return according to current market value and insurance reduction. Methods of deaccession disposal include:

- Out-right sale
- Auction
- Donation to a non-profit institution or organization
- Sale or exchange of art through reputable art dealer

#### **V. Internal Control Consideration:**

Given the characteristics and magnitude of typical public art, it is unlikely that qualified public works of art could be installed on campus without knowledge and cooperation from Facilities Services. However, works of art installed at MSU after the effective date of the Public Art Policy, but did not comply may be removed. Prior to removal, the sponsor of the public work of art will be required to complete the *Public Art Committee Proposal Form* and process the proposal request according to procedures and guidelines of the Public Art Policy.

#### **VI. Additional considerations:**

1. Building Supervisors, Department Heads, and Deans potentially affected by site locations for public works of art should be notified early in the site-selection discussion for input and to avoid any potential controversies.
2. By statute ([MCA22-2-401](#)), legislative appropriations of approved buildings (state funded new buildings) may include up to 1% of new construction building costs for acquisition and maintenance of installed public art as part of the building project.

**MCA 22-2-404. Art for new state buildings -- finance.** (1) Subject to legislative allocations as provided in subsection (2), all capital project appropriations by the legislature shall include, as a part of the appropriation, an amount not to exceed 1% of the amount appropriated for the use of the Montana arts council for the acquisition of works of art for new state buildings, maintenance of works of art, and administration of this part as provided in subsection (3).

(2) (a) If a state building recommended for construction in the report required by Title 17, chapter 7, part 2, is also recommended as appropriate for the inclusion of works of art as provided in 22-2-403(2), the report shall so state, and in addition the report shall include any recommendation made by the Montana arts council concerning the appropriateness of the building for the inclusion of works of art, the types of works of art suggested for inclusion in such building, and the anticipated cost of such suggested works of art, including costs of acquisition, maintenance, and administrative expenses associated with the suggested works of art. The Montana arts council may submit a recommendation even if the architecture and engineering division of the department of administration has determined that a structure is not appropriate for inclusion of works of art.

(b) The legislature may, for those buildings recommended as appropriate for the inclusion of

works of art, allocate an amount not to exceed 1% of the appropriated cost for use as specified in subsection (1).

(c) Additional funds, including separate appropriations, donations, grants, and other available governmental funds, may be used for the acquisition of works of art for new state buildings.

(3) (a) One percent of the funds received from the maximum appropriation setoff allocated by the legislature must be granted to the Montana arts council for the maintenance of art in state buildings.

(b) The administration of this part may be funded out of the appropriation setoff allocated by the legislature.

The PAC suggests that this same percentage be set aside for all University construction projects that add square footage. These set-aside funds may be used to purchase a work of art for the construction project, or instead, the cash-in-lieu of a public work of art may accrue in the designated *Facilities Public Art Fund* and contribute to a larger public art project for the campus. If proposed, the cash-in-lieu option will be reviewed by the PAC and UFPB, and final approval by the University President.

### **VII. Required Agreement Forms:**

The following forms are below:

PUBLIC ART COMMITTEE PROPOSAL FORM

AGREEMENT of ACCEPTANCE for ART LOAN

AGREEMENT of ACCEPTANCE for ART LOAN

### **MONTANA STATE UNIVERSITY PUBLIC ART COMMITTEE PROPOSAL FORM**

1. Artist's name, phone number, email and mailing address; and donor's information if different from the artists.
2. Artist's qualifications (may include graphic descriptions of similar art pieces and their locations; and any current or past affiliation with Montana State University).
3. A written description of the physical art piece including medium and materials; dimensions (height by width, weight as appropriate); base or pedestal materials; and any inscription, artist signature, identification number, etc.
4. A statement evaluating the appropriateness of the art piece to the Montana State University community (and if independent contact has been made with MSU constituents or departments, please provides those details).
5. A graphic description of the art piece, including either photos or drawings (photographs submitted will be retained with this form).
6. Description of the commemorative plaque with the art piece (dimensions, design, message, and how displayed).

7. The installation needs for the art piece, including proposal sites and location restrictions. Montana State University will consider proposed sites but makes the final decision as to the display location and will coordinate the installation. Costs associated with installing and maintaining the art piece will be part of the determining factors in accepting the art proposal.

The signatures below indicate approval of the terms listed above.

\_\_\_\_\_ Date \_\_\_\_\_

Director, MSU Campus Planning, Design & Construction or Director, MSU Facilities Services

\_\_\_\_\_ Date \_\_\_\_\_

Donor



**MONTANA STATE UNIVERSITY**  
**AGREEMENT of ACCEPTANCE for ART LOAN**

This document defines the terms under which loaned art will be displayed at Montana State University:

1. Artist's name, phone number, email and mailing address; and donor's information if different from artist.
2. Title of art piece.
3. Description of medium and materials.
4. Other descriptive and identifying information (dimensions, identification number, artist's signature, etc.).
5. Description of commemorative plaque with art piece (dimensions, design and message).
6. Description of condition of the art piece (submitted photographs will be retained with this form).
7. The conditions under which Montana State University agrees to the loaned art are:

Copyright remains with the owner/donor. MSU will not use representations of the art piece in any professional publications without owners' permission; but will not be accountable for other photographic uses while on public display.

MSU agrees to house the above described art work on a loan basis, a time period agreed to beginning with a minimum of two years and up to an unspecified period of time that will be reviewed every five years by the Campus Planning, Design and Construction or Facilities Services Director for agreement modifications, including termination of agreement.

If MSU chooses to remove the art piece from the campus and terminate the agreement, the University will notify the art owner (at the address provided to the University), at least 30 days prior to planned removal date. If after the initial two year period and prior to the scheduled review period, the donor may arrange to remove the loaned art piece with a 120-day notice to MSU to coordinate the removal and satisfaction of all removal expenses.

MSU reserves the right to exhibit this artwork in a manner that is consistent with its policies, needs, and available space. In the event of unforeseen circumstances affecting the physical location of the art piece, MSU reserves the right to remove from display or relocate the art piece without prior notification to the owner/donor, but will notify the owner/donor within 60 days of its relocation.

If the owner/donor wishes to be contacted upon planned relocation, he/she shall provide the address for such notification and shall update the address as necessary. At least 30 days prior to the planned relocation or removal, MSU shall send notification to the last address on record.

If after 60 days from the first relocation or removal notification attempt, MSU has not received a response, the art work is deemed abandoned and MSU is authorized to dispose of the art work.

If MSU in possession of the art piece upon owner/donor's death then all right, title and interest in the art work is transferred to Montana State University.

The signatures below indicate approval of the terms listed above.

\_\_\_\_\_ Date \_\_\_\_\_

Director, MSU Campus Planning, Design and Construction or Director, MSU Facilities Services

\_\_\_\_\_ Date \_\_\_\_\_

Owner/Donor

**MONTANA STATE UNIVERSITY**  
**AGREEMENT of ACCEPTANCE for ART GIFTS and COMMISSIONED ART**

1. Artist's name, phone number, email and mailing address; and donor's information if different from the artist.
2. Title of art piece.
3. Description of medium and materials.
4. Other descriptive and identifying information (such as dimensions, identification number, artist's signature, etc.).
5. Description of commemorative plaque with art piece (dimensions, design and message).
6. Description of condition of the art piece (submitted photographs will be retained with this form).
7. The conditions under which Montana State University agrees to accept the art piece:

MSU agrees to accept possession and all rights to the above described art gift, and reserves the right to exhibit this art piece in a manner that is consistent with university policies, needs, and available space.

In the event of unforeseen circumstances affecting the physical location of the art piece, MSU reserves the right to remove it from display or relocate it without prior notification to the owner/donor, but will as a courtesy notify the owner/donor within 60 days of its relocation.

For a period of 25 years following the date of donation, a courtesy attempt will be made to the last address of record to notify the donor of art piece relocation. MSU maintains an art work inventory database and information on inventoried pieces is available to donors, donor's heirs, and the general public upon request.

The signatures below indicate approval of the terms listed above.

\_\_\_\_\_ Date\_\_\_\_\_

Director, MSU Campus Planning, Design and Construction or Director, MSU Facilities Services

\_\_\_\_\_ Date\_\_\_\_\_

Donor