

# Expression of interest for refugees and people seeking asylum welcome artwork



# Contents

Specifications.....	4
Evauation criteria.....	5
Submission requirements.....	5
Terms and conditions.....	11

# Invitation for expression of interest

---

## Overview

The City of Sydney is seeking an expression of interest for an artwork by an artist, designer or group of artists (collective) who has lived experience as a refugee or seeking asylum. The artwork will be used to promote Refugee Week, support our commitment as a Refugee Welcome Zone as well as other opportunities relating to social cohesion and diverse communities.

The artwork will acknowledge and celebrate refugees and people seeking asylum and reflect themes of welcome, inclusion and belonging. The artist or collective should be able to demonstrate a connection to the City of Sydney's local area, be it they live, work, study or visit the area.

The artwork will be licensed for sole use in multiple print and digital formats for up to 5 years. Our graphic designers will use the selected artwork to inform and develop a wide range of visual communications.

The selected entry should be flexible enough to be used across digital and print applications, including street banners, display signs, bus stops, and billboards. These will be all different shapes, sizes, and orientations. We will work with the artist to finalise how we apply the artwork.

You may choose to provide an artwork that has been created specifically in response to this brief or provide an existing artwork from your portfolio.

We can support any interpretation needs as required.

---

## The brief

We are seeking original concepts for a visual artwork that will:

1. reflect and support the message that refugees and people seeking asylum are welcome, belong, and are part of the community at the City of Sydney.
2. raise awareness about refugees and people seeking asylum.
3. celebrate and acknowledge the valuable contribution refugees and people seeking asylum make to the community.
4. highlight the City of Sydney as a Refugee Welcome Zone.
5. foster a sense of belonging among diverse communities.
6. inspire positive attitudes and behaviours towards refugees and people seeking asylum
7. celebrate and promote Sydney as an inclusive global city – a welcoming city for all.
8. be original and forward thinking.
9. demonstrate artistic skills and ability.
10. engage and delight a wide audience.

This artwork could take the form of:

- a) artwork or illustration (any medium)
- b) graphic design
- c) photography
- d) legal mural

You may choose to submit an artwork that has been created specifically in response to this brief or submit an artwork from an existing portfolio.

Please refer to the stages below to see how these will be considered under this EOI.

---

## Flexible application

The selected artwork should be flexible enough to be used across a broad framework of digital and print applications, including banners, display signage, bus stops, printed materials, web banners and billboards. These will be all different shapes, sizes, dimensions, and orientations.

This includes fabric banners, display signage, bus stops, assorted printed materials, web banners and billboards. These will be all different shapes, sizes, dimensions, and orientations.

A *detail*, or cropped section of the selected artwork may be used to fit these different shapes, sizes, dimensions, and orientations. The artist credit on these items will include this *detail* note where possible when the artwork can't be presented in full. The selected artwork may be used with text overlays, borders, buttons, and other design elements. For example, text reading 'Refugees and people seeking asylum are welcome' and the City of Sydney logo may be overlaid on part of the artwork and printed on a street banner.

Graphic motifs (such as shapes, colours, and forms) from the selected artwork may be extracted for secondary use. For example, part of the selected artwork may be used for the cover of a report. A pattern from the selected artwork may then be digitally isolated and used to create a border for pages inside the report, and the pink in that pattern may be used for all headings in the report. The artist will be consulted in these instances to ensure this is culturally appropriate.

We'll work with the artist to finalise how we apply the artwork.

---

## Specifications

The selected final artwork is to be provided as a digitised artwork (TIFF) at a minimum A0 size at 300dpi, in CMYK and RGB formats. Ensure that the digitised artwork is of optimal quality when viewed at 100% size. Both portrait and landscape version are required to allow for a wide range of use and application.

We'll work with the artist to ensure that the final artwork is delivered and/or digitised to the correct specifications.

---

## Evaluation criteria

Concepts will be assessed by a City of Sydney appointed panel guided by a refugee representative including the following selection criteria:

1. Submission of artwork by an artist, designer or collective who is a person who has lived experience as a refugee or seeking asylum and arrived in Australia after the year 2000.
2. An emerging artist, established artist or collective, aged 18 years and older, and be able to demonstrate a connection to the City of Sydney's area, be it they live, work, study or visit the area.
3. Creative approach
4. Calibre and experience of the artist/team/collective
5. Suitability of the artwork for application to the variety of uses.
6. Audience engagement/experience
7. Insurances

A collective can be an informal group of artists and can be associated with a refugee organisation.

---

## Submission requirements

To complete the form, the following is required:

- Contact details (name, contact number, email address)
- Artist/collective bio
- Confirmation from the artist/collective that the artwork is a new or existing artwork, and that the artwork submitted is the original work of the artist/collective themselves and does not infringe the copyright, moral rights or other rights of any third party.
- Statement (300 words maximum) describing the concept and approach for the artwork or design.
- For new artworks, a sketch, 'mock-up' or photograph illustrating the concept for the proposed artwork/design (submitted as PDF or jpeg up to 5MB)
- Examples of previous work (up to 3MB) or a link to your online portfolio.
- Confirmation the artwork/design can all be created within the timeframe and budget.

For existing artworks:

- Provide up to 5 examples of your work that meet this brief for consideration if you have similar works or can prepare them in different colourways.
- Detail of prior uses.

---

## Stage one: Initial concept

Stage one is an open call for applicants to submit an initial concept proposal (new artwork) or an existing artwork. The City of Sydney will assess all applications for eligibility against the criteria.

---

## Stage 2: Concept development (New artworks only)

Up to 3 new artwork submissions will be selected by a City of Sydney panel to proceed to stage 2 for concept development.

If your concept is shortlisted, we will pay a development fee of \$1,500 (excluding GST) to refine your concept and you will be required to sign a letter of agreement with us.

Stage 2 will be subject to a 4-week timeline to create the developed concept artwork for assessment. The stage 2 payment will be made when the required developed concept artwork is received by the deadline. At the end of stage 2, finalised submissions are to be supplied in Encapsulated PostScript (EPS), jpeg and PDF file formats.

---

## Stage 3: Selection

The City of Sydney will review all submitted artworks.

If an artwork is selected, we will notify the successful respondent and submit a written offer to enter into a licence agreement (refer annexure A). The selected artwork will receive a licence fee of \$20,000 (excluding GST).

---

## Sole license period

The selected artwork will be licensed by the City of Sydney on an ongoing basis, with a sole licence for an initial 5-year period. Licences will be subject to the licence agreement terms as attached.

---

## Timeline

Activity	Date
Expressions of interest open	Thursday 20 June
Expressions of interest close	11am Sydney time, Thursday 1 August
Stage 2 shortlisted artists notified	Thursday 22 August
Stage 2 artwork files due	5pm Thursday 19 September
Stage 3 selected proposal notified	Thursday 21 November
Final artwork licensed and delivered	Thursday 19 December

---

---

## Enquiries

All applications must be made through the online form. Emailed applications won't be accepted. Any questions about this expression of interest should be directed to Vicky Skarlatos at [vskarlatos@cityofsydney.nsw.gov.au](mailto:vskarlatos@cityofsydney.nsw.gov.au). Only written questions will be addressed.

---

## Previous examples

### Banners



Image: NAIDOC in the City banners featuring *Jagun* by Kim Healey. Photograph by Chris Southwood / City of Sydney.

### QMS City of Sydney digital screens





Image: City of Sydney QMS community digital display panel featuring *Jagun* by Kim Healey. Photograph by Chris Southwood / City of Sydney.

### The Darling billboard



Image: The Darling Billboard signage featuring *Night Skies* by Suzy Evans. Photo City of Sydney

## What's On website

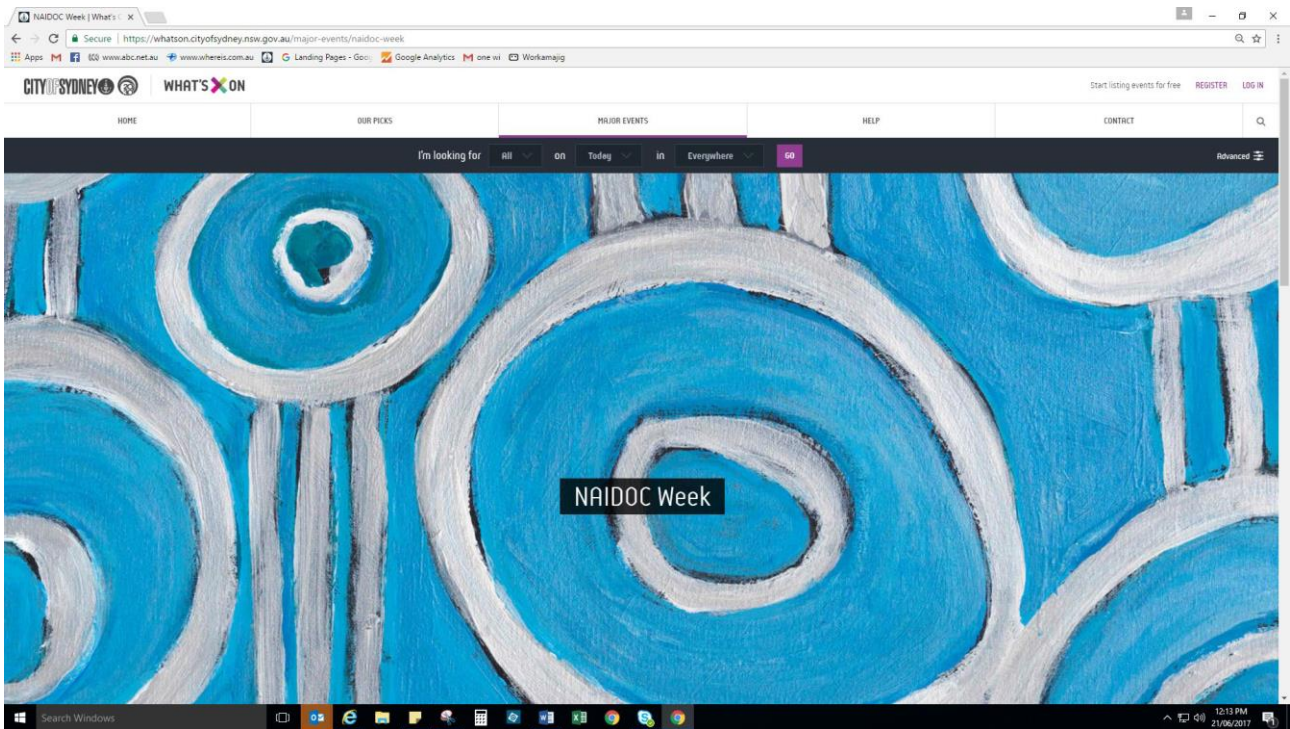


Image: Screenshot of the City of Sydney's What's On website featuring *Night Skies* by Suzy Evans. Photograph by City of Sydney

---

## Terms and Conditions

1. Submissions are open to people who are refugees or seeking asylum in Australia and arrived in Australia from/after year 2000 and are 18 years old or older.
2. Submissions must be the original work of the respondent and the respondent must have obtained all necessary approvals, rights, and clearances for the submission and from subjects included in the work, including any applicable third-party intellectual property approvals.
3. Concept submissions must be suitable for a general audience.
4. The City may request to interview respondents as part of its consideration process.
5. Artists submitting new artworks that are shortlisted will be required to sign a letter of agreement with the City and will be paid a Concept Development Fee of \$1,500 plus GST to further develop their concept over a two week period into a final submission.
6. Selection of the successful submission will be at the absolute and sole discretion of the City. The City may also elect not to select an artwork following the EOI process.
7. At the conclusion of Stage 2 the City reserves the right to seek minor amendments to the selected artwork to meet the City's requirements for ongoing use.
8. The successful artist will agree to grant the City an ongoing licence for which they will receive a licensing fee of \$20,000 (excl. GST), including on a sole licence basis for a five-year term. Terms of the Licence are as set out in Annexure "A".
9. The Artist confirms consideration is given to Intellectual Property (IP) protocols and has the relevant community and cultural permissions to share or use any cultural knowledge whose ownership is shared or communally owned.

---

## City of Sydney procurement guidelines

By submitting an EOI, the respondent acknowledges that:

- I. Council at its absolute discretion reserves the right to accept or reject any EOI.
- II. Council at its absolute discretion reserves the right to reject the offer of any respondent who has any unresolved disputes with the City.

- III. Any costs incurred by respondents in any way associated with the preparation and submission of the EOI, will be entirely borne by the respondent.
- IV. No legal or other obligations will arise between a respondent and Council unless or until formal documentation has been signed.

### **Information and enquiries**

Where a respondent has any questions about the expression of interest, the respondent must make enquiries to Vicky Skarlatos, social programs officer, [vskarlatos@cityofsydney.nsw.gov.au](mailto:vskarlatos@cityofsydney.nsw.gov.au) or by phoning (02) 9246 7325 during business hours. Please allow up to two business days for responses.

### **Respondents not to solicit City of Sydney employees**

Respondents (or any representative of a respondent) must not at any time before Council makes a final decision to accept a bid, contact or interview or attempt to interview or to discuss or to attempt to discuss with Council members, employees or authorised representatives in accordance with the expression of interest, any matter about the expression of interest or any other expression of interest submitted in response to the expression of interest. The City of Sydney reserves the right to reject any bid submitted by a respondent which contravenes this condition. This condition does not prevent ordinary business or other contact arising from or pertaining to the City of Sydney functions.

### **Conflict of interest**

Respondents must disclose any conflict of interest in undertaking the requirements of the specifications and contract. Where a respondent has a conflict of interest, the respondent must provide the City of Sydney in writing with detailed information about the nature and scope of the conflict of interest and include details of any arrangements proposed to resolve or manage the conflict of interest should the Respondent be awarded the contract. Based on the information provided by the respondent, the City of Sydney will make the final decision regarding the respondent's conflict of interest. If a conflict of interest is not disclosed by a respondent and the City of Sydney then becomes aware of the conflict, respondents may be excluded from this expression of interest and/or any future process by which the City of Sydney is seeking the provision of goods or services.

### **Assessment criteria**

Expressions of Interest will be examined and evaluated according to the criteria, artwork brief and terms and conditions outlined in this document.

Each of the mandatory evaluation criteria listed above is critical to this Expression of Interest. They are not of equal weight for evaluation and are not listed in order of priority.

Respondents' compliance on each of the mandatory evaluation criteria will be separately evaluated using the evaluation rating scale below:

Score Rating	Description
90 – 100	– No risk, excellent response with added value and innovation
80 – 89	– No risk, excellent response
70 – 79	– Very low risk, good response
60 – 69	– Low risk, good response
50 – 59	– Low risk, acceptable response
40 – 49	– Medium risk, but acceptable response

If a respondent receives a score of less than 40 in any one mandatory assessment criteria, that respondent will be deemed non-compliant and will not be recommended for acceptance.

## **ANNEXURE “A” – LICENCE AGREEMENT**

# Licence Agreement

The Council of the City of Sydney ABN 22 636 550 790 and [artist name] ABN [insert]

For the use of artwork design for Refugee and People Seeking Asylum Welcome - [name of Artwork]

Reference: TRIM 2024/300334

## LICENCE AGREEMENT FOR USE OF ARTWORK

THIS AGREEMENT is made on the date set out in **Item 1** of the Schedule.

### BETWEEN

**(1) THE COUNCIL OF THE CITY OF SYDNEY** of Town Hall House, 456 Kent Street, Sydney, NSW,2000 (the **City**), and

**(2) THE PARTY set out in Item 2(a) of the Schedule** (the **Artist**).

### BACKGROUND

- A. The City has issued an expression of interest for interested artists to submit art and design concepts for an artwork design for the refugee and people seeking asylum welcome to be used across a broad framework of digital and print applications, including banners, display signage, bus stops, printed materials, web banners and billboards. in the City of Sydney area.
- B. The Artist has responded to the Expression of Interest and agrees to provide a licence for the City to use the Artwork on the terms and conditions set out in this Licence Agreement.

### OPERATIVE PART

#### 1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, unless a contrary intention appears:

**Agreement** means this document and any schedule or annexure to it.

**Artwork** means the artwork created by the Artist described in Item 5 of the Schedule.

**Artwork Artefacts** means materials, in any format or media, produced by, for or on behalf of the Artist in connection with the Artwork and that reproduce, reflect, comprise or adapt the Artwork (in whole or in part) including ephemera, collateral, components, pieces or legacy items of any exhibited instance of the Artwork, items inspired by the creative process of developing the Artwork, models or sculptures of the Artwork, and artistic prints or photographs of the Artwork.

**Artwork Deliverables** means the documentation, files and other material relating to the Artwork and the Artist to be provided by the Artist detailed in Item 7 of the Schedule.

**Artwork Deliverables Due Date** means the date specified in Item 9 of the Schedule.

**Artist Fee** means the fee payable by the City as set out in Item 8(a) of the Schedule.

**Commencement Date** means the date specified in Item 4(a) of the Schedule or, if this is not specified, the date on which this Agreement is signed by the City's authorised officer.

**End Date** means the date specified in Item 4(b) of the Schedule.

**Expression of Interest** means the expression of interest released by the City in September 2022 for the submission of an original Artwork to be licensed by the City for use in accordance with this Licence.

**GST** means the same as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Indigenous Cultural and Intellectual Property (ICIP) Rights** means the rights of Australian Aboriginal and Torres Strait Islander peoples to protect their traditional arts and culture and includes, but is not limited to, rights to protect traditional knowledge and sacred cultural material, ensure traditional laws and customary obligations are respected, full and proper attribution or naming of the community connected with the ICIP, and prevent insulting, offensive and misleading uses of ICIP.

**Intellectual Property Rights** means all industrial and intellectual property rights throughout the world, present or future including copyright in sketches, plans, maps, drawings, reports, computer programs, data bases, models and any designs, trademarks or other intellectual property rights but does not include ICIP Rights.

**Moral Rights** means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute anywhere in the world.

**Permitted Use** means the uses of the Artwork and Artwork Deliverables for the purposes detailed in Item 6 of the Schedule.

**Sole Licence Term** means the term set out in Item 10 of the Schedule.

1.2 The *Interpretation Act 1987* (NSW) will apply in the interpretation of this Agreement.



## **2. ARTWORK AND ARTWORK DELIVERABLES**

---

- 2.1 The Artist agrees to licence the Artwork and Artwork Deliverables to the City for the Permitted Use on the terms of this Agreement.
- 2.2 The Artist must provide the Artwork Deliverables to the City by the Artwork Deliverables Due Date.
- 2.3 The Artist must ensure the Artwork Deliverables meet all technical specifications advised to the Artist by the City.
- 2.4 Where the City determines that the Artwork Deliverables, in whole or in part, do not meet the terms of this Agreement:
- (a) the City is under no obligation to accept the Artwork Deliverables; and
  - (b) the Artist must revise the Artwork Deliverables, at its cost, to meet the terms of this Agreement.

## **3. ARTIST FEE & GST**

---

- 3.1 Subject to:
- (a) the Artist satisfactorily performing its obligations under this Agreement; and
  - (b) receipt of a valid tax invoice from the Artist;
- the City will pay the Artist the Artist Fee in accordance with the payment schedule set out in Item 8(b) of the Schedule.
- 3.2 If one party (Supplying Party) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (Receiving Party) must also pay an amount (GST Amount) equal to the GST payable in respect of that supply.
- 3.3 Subject to first receiving a tax invoice or adjustment note as appropriate, the Receiving Party must pay the GST Amount when it is liable to provide the consideration.
- 3.4 If one party must indemnify or reimburse another party (Payee) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax

credit, but will be increased under clause 3.3 if the payment is consideration for a taxable supply.

- 3.5 If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 3.3 will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.

#### **4. USE OF ARTWORK**

---

- 4.1 The City will only use the Artwork for the Permitted Use.
- 4.2 The City will not sell the Artwork nor act as an agent on the Artist's behalf.
- 4.3 If the City receives any enquiries about the Artwork, the City will notify the Artist and, subject to the Artist's consent, provide the Artist's contact details to the interested party.
- 4.4 Where reasonably practicable, the Artist will be attributed as the creator of the Artwork when the Artwork is used by the City with an artist credit consisting of: artist(s) name(s), title of artwork, year of artwork (if desired), medium of Artwork (if desired) and naming of the cultural and/or communal ownership associated with the ICIP (if applicable and if desired).
- 4.5 The Artist acknowledges that:
- (a) the Artwork may be modified, edited or adapted by the City at its discretion in order to be applied to a variety of uses and contexts and/or used in a modular fashion;
  - (b) the City has the final determination over the appearance of, design of, and material that it selects for the Artwork to be incorporated into; and
  - (c) the Artwork will be integrated into material, signage and other publications that will be publicly displayed or accessible.

#### **5. INTELLECTUAL PROPERTY & MORAL RIGHTS**

---

5.1 The Artist warrants that:

- (a) the Artist has the authority to enter into this Agreement;

- (b) the Artwork is an original work;
- (c) the Artist is the owner of all copyright in the Artwork and the Artwork Deliverables or has obtained all necessary approvals and consents to permit the use of the Artwork contemplated by this Agreement, including those required for the use of any ICIP.

5.2 The City acknowledges that:

- (a) the Intellectual Property Rights in the Artwork and the Artwork Deliverables remain the Artist's property at all times; and
- (b) nothing in this Agreement, or in the use of the Artwork under or in relation to this Agreement, affects the ownership of the ICIP and ICIP Rights in the Artwork.

## **6. LICENCE**

---

- 6.1 The Artist grants the City a royalty-free, worldwide, irrevocable sole licence to use, reproduce and communicate to the public the Artwork (or any part of it) and the Artwork Deliverables in any media for the Permitted Use for the Sole Licence Term.
- 6.2 The Artist grants to the City a non-exclusive, perpetual, royalty-free, irrevocable, worldwide licence to use, reproduce, adapt, and communicate to the public the Artwork (or any part of it) and the Artwork Deliverables in any media for any non-commercial or archival purposes or to comply with the City's statutory obligations. This licence survives the expiry or earlier termination of this Agreement.
- 6.3 The Artist agrees that the City can sub-licence any of the rights granted in items 1 and 2 above.
- 6.4 The Artist acknowledges and agrees that during the Sole Licence Term the Artist is prevented from granting any further licence over the Artwork and Artwork Deliverables.
- 6.5 Notwithstanding clause 6.4, the Artist may approach the City during the Sole Licence Term requesting its consent for a specific use of the Artwork or Artwork Deliverables during the Sole Licence Term. Such consent may be given by the City at its absolute discretion.
- 6.6 The Artist acknowledges that where material featuring the Artwork is no longer required by the City, the City may dispose of or destroy such material as it sees fit, and the Artist releases the City from any claim that any subsequent use by a third party of the material infringes the Artist's IPR.
- 6.7 The City will use its best endeavours to ensure the Artist is acknowledged in any publication of the Artwork by the City. However, in the event of the City's error, act or omission, the Artist agrees that the Artist will not hold the City liable where the Artist has not been properly

identified, is incorrectly attributed, or the Artwork is altered or otherwise dealt with in a way that may otherwise constitute an infringement of the Artist's Moral Rights.

## **7. PUBLICITY**

---

7.1 The Artist must not issue any media release or public communications, including social media posts, about the Artwork or this Agreement without the City's prior written consent.

7.2 The Artist must, at the City's direction, acting reasonably, attend and participate in media events relating to the Artwork during the Term.

7.3 The Artist acknowledges that the Artwork may be displayed in the public domain and the Artist acknowledges that any person may take photos or recordings of the Artwork over which the City has no control.

7.4 The Artist agrees that the City may use any recording or photo of the Artwork (in whole or part) in any media format in accordance with the Permitted Use. No additional fee is payable by the City for these rights.

## **8. RIGHT TO ACQUIRE**

---

8.1 The Artist acknowledges that the Artwork, and/or any Artwork Artefacts, may be considered for acquisition by the City for inclusion in the civic collection that comprises items of movable cultural heritage and contemporary artworks.

8.2 The Artist agrees to provide the City with the right of first refusal to acquire ownership of the Artwork and any Artwork Artefacts, and all associated Intellectual Property Rights, prior to any acquisition by any third party.

8.3 Where the City wishes to acquire the Artwork or any Artwork Artefacts, the parties will, acting reasonably, negotiate a price and terms for the acquisition that reflects:

- (a) the market value of the Artwork or Artwork Artefacts at the time of acquisition; and
- (b) the City's contribution to the Artwork through its use of the Artwork.

8.4 Where the parties cannot agree a price for the acquisition of the Artwork or Artwork Artefacts by the City, the parties agree that the price will be determined by an independent art valuer engaged by the City.

## **9. CONFIDENTIALITY**

---

9.1 The Artist acknowledges and agrees that the terms of this Agreement are confidential.

9.2 The Artist must not disclose to any person any confidential information disclosed under this Agreement, other than that which has become known in the public domain or unless the Artist is compelled by law to do so.

9.3 Prior to any disclosure under clause 9.2, the consent of the City must be obtained.

## **10. DISPUTES**

---

10.1 If a dispute arises between the parties about this Agreement then the party who raises the dispute must notify the other party of the dispute in writing.

10.2 The parties must meet and take all reasonable steps to resolve such dispute by negotiation within 14 days of notice received under clause 10.1.

10.3 If the dispute is not resolved under clause 10.2, then the dispute must be referred to mediation before the commencement of any legal proceedings about the dispute.

10.4 If there is a dispute, the parties must continue to perform their obligations under this Agreement.

## **11. PERSONAL ENGAGEMENT**

---

11.1 This Agreement is personal and cannot be assigned, transferred or sub-contracted by the Artist to another person without the City's written consent.

11.2 Nothing in this Agreement creates any relationship of partnership or employment between the parties.

## **12. INSURANCE, RELEASE & INDEMNITY**

---

12.1 The Artist agrees to hold and maintain for the duration of the Agreement:

(a) a policy of professional indemnity insurance (including coverage for copyright infringement) for an amount no less than \$5,000,000 any one claim and in the aggregate in respect of public and product liability; and

(b) (where applicable) insurance required under applicable workers compensation legislation or obligations imposed under common law.

12.2 The required insurance under clause 12.1 must be issued by a reputable insurance company and a copy of the certificates of currency provided to the City upon request.

12.3 To the extent permitted by law, the Artist releases and indemnifies the City from any losses, claims, damages, or other actions arising out of or in connection with:

- (a) loss of the Artist's reputation;
- (b) breach of Intellectual Property Rights and/or Moral Rights;
- (c) use of the Artwork by any developer or other third party; and
- (d) breach of this Agreement,

except to the extent that the City's negligent act or omission contributed to the losses, claims, damages, or other actions.

### **13. TERM AND TERMINATION**

---

13.1 This Agreement begins on the Commencement Date.

13.2 The City may terminate this Agreement by notice in writing:

- (a) at its sole convenience and absolute discretion; or
- (b) if the Artist is in breach of this Agreement.

13.3 If this Agreement is terminated pursuant to clause 13.2(a), the City will pay the Artist the unpaid portion of the Artist Fee payable to the Artist prior to the date of termination. The Artist is not entitled to any other payment or compensation in connection with the termination.

13.4 If this Agreement is terminated pursuant to clause 13.2(b), the Artist must refund to the City that portion of the Artist Fee paid to the Artist by the City for the remainder of the term on an apportioned basis.

13.5 The Artist may terminate this Agreement by giving written notice to the City if the City fails to pay the Artist Fee within 90 days of the date when payment is due.

13.6 Termination of this Agreement will not affect any rights or remedies which either party may have under this Agreement or at law. The following clauses survive termination or expiry of this Agreement: 1 (Interpretation), 5 (Intellectual Property & Moral Rights), 6 (Licence), 8 (Right to Acquire), 9 (Confidentiality), 10 (Disputes), 12 (Insurance, Release & Indemnity), and 14 (General).

## **14. GENERAL**

---

14.1 This Agreement contains the entire agreement between the parties and any previous negotiations, agreements, representations, or warranties about the subject matter of this Agreement, and any purchase order terms issued in relation to the Agreement, are of no effect.

14.2 This Agreement may only be varied in writing signed by all parties.

14.3 A notice, consent, demand, or other communication under this Agreement is only effective if it is in writing and emailed, posted or delivered to the address of the recipient shown in Items 2 and 3 of the Schedule.

14.4 This Agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under or relating to this Agreement.

14.5 The invalidity, illegality, or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions.

14.6 Nothing in this Agreement restricts or otherwise limits the exercise of the City's statutory powers as a public authority. If there is any conflict between the exercise of the City's statutory powers as a public authority and the performance of the City's obligations under this Agreement, the former prevails.

14.7 The parties acknowledge and agree to this Agreement being executed electronically, and in counterparts, in accordance with the Electronic Transactions Act 2000 (NSW).

## SCHEDULE

Item	Name	Description
Item 1	Date of Agreement	
Item 2	Artist	<p>Legal name: [LEGAL NAME, NOT TRADING NAME, OF THE ARTIST, AND DETAILS BELOW TO BE INSERTED FOLLOWING COMPLETION OF THE EO]</p> <p>ABN:</p> <p>Street address:</p> <p>Contact person:</p> <p>Phone:</p> <p>Email:</p>
Item 3	City	<p>Legal name: The Council of the City of Sydney</p> <p>ABN: 22 636 550 790</p> <p>Street address: Town Hall House, 456 Kent Street, Sydney NSW 2000</p> <p>Contact person: Vicky Skarlatos, social programs officer</p> <p>Phone: 02 9246 7325</p> <p>Email: vskarlatos@cityofsydney.nsw.gov.au</p>
Item 4	(a) Commencement Date (b) End Date	(a) Date of Agreement per Item 1. (b) The date that is five years from the Commencement Date
Item 5	Artwork	[To be inserted following completion of the EO process]
Item 6	Permitted Use	<p>Use of the Artwork and Artwork Deliverables by the City for any purpose associated with the functions of the Council of the City of Sydney, including but not limited to:</p> <p>(a) in City reports and publications;</p> <p>(b) on the City's website;</p> <p>(c) print media, social media and other promotional publications, displays, documentaries and exhibitions;</p> <p>(d) signage and banners;</p> <p>(e) other various documentation produced by the City in accordance with its functions;</p> <p>(f) record keeping and archival purposes;</p> <p>together with the right to:</p>



		<p>(g) modify or adapt the Artwork and Artwork Deliverables for the Permitted Use, including altering and cropping the Artwork and combining with text, logos and other imagery as required;</p> <p>(h) publish and promote the Artwork; and</p> <p>(i) retain a copy of the Artwork and Artwork Deliverables (and any material containing the Artwork and Artwork Deliverables) for non-commercial archival purposes.</p>
Item 7	Artwork Deliverables	<p>(a) Final design files of the Artwork:</p> <p>i. in reproduction-quality Encapsulated PostScript (EPS), jpeg and pdf formats,</p> <p>ii. as digitised artwork (TIFF) as at a minimum A0 size @300dpi, in CMYK and RGB formats. Both Portrait and Landscape versions are required to allow for a wide range of use and application.</p> <p>(b) Title and description of the Artwork.</p> <p>(c) Recent photograph of the Artist.</p> <p>(d) Biography of the Artist.</p>
Item 8	<p>(a) Artist Fee</p> <p>(b) Payment Schedule</p>	<p>\$20,000 plus GST (if applicable)</p> <p>\$5,000 plus GST (if applicable) paid within 7 days of the Commencement Date upon receipt of a valid tax invoice from the artist.</p> <p>\$15,000 plus GST (if applicable) paid within 7 days of the acceptance of the Artwork Deliverables by the City and upon receipt of a valid tax invoice from the artist.</p>
Item 9	Artwork Deliverables Due Date	<p>Within 20 Business Days of the Artist receiving written notification from the City that the Artist's Artwork has been selected following the Expression of Interest process.</p>

Item 10	Sole Licence Term	From the Commencement Date to the End Date
---------	-------------------	--

Executed as an Agreement by:

**Signed for and on behalf of THE COUNCIL OF THE CITY OF SYDNEY** (ABN 22 636 550 790) by its duly authorised officer in the presence of:

\_\_\_\_\_  
 Signature of witness  
*Electronic signature of:*

\_\_\_\_\_  
 Signature of authorised officer  
*Electronic signature of:*

\_\_\_\_\_  
 Name of witness

\_\_\_\_\_  
 Name of authorised officer

\_\_\_\_\_  
 Title of authorised officer  
*Affixed by me on*

\_\_\_\_\_  
 Date signed  
 :

\_\_\_\_\_  
 Dated signed

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Select the appropriate execution clause for the legal entity. Delete those that are not applicable.

**If other party is an individual:**

**SIGNED by [INSERT LEGAL NAME OF PERSON]** (ABN [INSERT ABN]), in the presence of:

\_\_\_\_\_  
Signature of witness  
*Electronic signature of:*

\_\_\_\_\_  
Signature of Artist  
*Electronic signature of:*

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Name of witness  
*Affixed by me on:*

\_\_\_\_\_  
Name of Artist  
*Affixed by me on:*

\_\_\_\_\_  
Date signed

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW)

**If other party is an incorporated company other than a sole director proprietary company:**

SIGNED by [INSERT LEGAL NAME OF COMPANY] (ACN [INSERT ACN]), in accordance with section 127(1) *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Electronic signature of:

\_\_\_\_\_  
*Name of director*  
*Affixed by me on:*

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
*Electronic signature of:*

\_\_\_\_\_  
Name of director/secretary  
*Affixed by me on:*

\_\_\_\_\_  
Date signed

**If other party is an incorporated company with a sole director/secretary:**

**SIGNED by [INSERT LEGAL NAME OF**

**COMPANY]** (ACN [INSERT ACN]), in accordance with section 127(1) *Corporations Act 2001* (Cth):

---

Signature of sole director/secretary

*Electronic signature of:*

---

Name of director/secretary

*Affixed by me on:*

---

Date signed

