



## ARTWORK COMMISSION AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

BETWEEN the Minister for Works of Level 6, 16 Parkland Road, Osborne Park, WA 6017 being the body corporate created under Section 5 of the *Public Works Act (WA) 1902*;  
("Principal")

AND

of  
Artist's ABN: \_\_\_\_\_  
("Artist").

### RECITALS

1. The Artist has submitted a design proposal for an artwork.
2. The Principal accepts the Artist's design proposal and the Artist agrees to:
  - (i) complete the development of the design for that artwork in accordance with the Design Documentation; and
  - (ii) create the Artwork that is the subject of the Design Documentation; and
  - (iii) install and/or supervise the installation of the Artwork at the nominated Site;in accordance with the terms of this Artwork Commission Agreement.

### AGREEMENT

#### 1. DEFINITIONS

In this Agreement, the following words shall have the following meanings:

- (a) "**Agreement**" means this artwork commission agreement between the Artist and the Principal;
- (b) "**Annexure**" means an annexure to this Agreement unless indicated otherwise;
- (c) "**Art Coordinator**" means \_\_\_\_\_ of \_\_\_\_\_, Western Australia, who for the purposes of this Agreement shall be the person appointed as the Art Coordinator by the Principal and appointed to act on behalf of the Principal under this Agreement. Where the Principal appoints another person to act in this capacity by written notice to the Artist, then that newly appointed person shall be the Art Coordinator as and from the date of his or her appointment;
- (d) "**Artist**" means the party named as the Artist on the front page of this Agreement;
- (e) "**Artwork**" means that piece or pieces of art the subject of the Design Documentation;
- (f) "**Artwork Brief**" means the brief in relation to the Artwork set out in **Annexure A** of this Agreement;
- (g) "**Artwork Description**" means the description of the Artwork set out in **Schedule C** of this Agreement;



- (h) **“Completion Date”** means the date for installation of the Artwork contained in the Work Program set out in **Schedule A**;
- (i) **“Design Documentation”** means the design documents referred to by **Clause 7** of this Agreement;
- (j) **“Fee”** means the total fee amount of \$ .00 payable by the Principal to the Artist in consideration for the commission of the Artwork set out in **Clause 3** of this Agreement and payable in the manner set out in the Payment Schedule in **Schedule B**;
- (k) **“Main Works Contract”** means the contract for being contract number , dated between the Principal and for the construction of at ;
- (l) **“Maintenance Manual”** means the manuals, guides or instructions regarding the operation and/or maintenance of the Artwork referred to in the **Clause 13** of this Agreement;
- (m) **“Payment Schedule”** means the schedule of payment of the Fee set out in **Schedule B**;
- (n) **“Principal”** means the party named as the Principal on the front page of this Agreement;
- (o) **“Project Record”** means the record of the project of the design, creation, installation and completion of the Artwork pursuant to this Agreement as referred to in **Clause 12** of this Agreement;
- (p) **“Schedule”** means a schedule of this Agreement unless indicated otherwise;
- (q) **“Superintendent”** or the **“Superintendent’s Representative”** shall be construed as a reference to the Superintendent or the Superintendent’s Representative respectively appointed in accordance with the Main Works Contract;
- (r) **“Site”** means the location / building commonly known as and more particularly referred to as ;
- (s) **“Work Program”** means the program for work set out for the completion of the Artwork in **Schedule A** of this Agreement.

## 2. COMMISSION

### 2.1 COMMISSION

In consideration for payment of the Fee, the Artist must:

- (a) complete the development of the Artwork design and present the Design Documentation in accordance with **Clause 7** of this Agreement; and
- (b) fabricate and install the Artwork at the Site in accordance with the Artwork Description set out in **Schedule B**.

### 2.2 THE ARTWORK

The Artist must ensure that the Artwork is created by the Artist in a proper manner and be of a standard of high skill, quality and craftsmanship and in all respects complies with:

- (a) any requirements in the Artwork Brief marked **"Annexure A"** attached hereto;
- (b) any requirements in the Design Documentation;
- (c) any requirements in the Artwork Description contained in **Schedule C**;
- (d) any direction of the Principal or Art Coordinator regarding the safety of the Artwork or safety issues which arise in carrying out the commission set out in this Agreement, including the design, materials, fabrication or installation of the Artwork; and
- (e) any other requirements mutually agreed to by the parties in writing.



## 2.3 ART COORDINATOR

The Principal may appoint in this Agreement and from time to time by written notice to the Artist an Art Coordinator to act on its behalf in relation to all matters under this Agreement. If the Principal appoints an Art Coordinator, the Artist must:

- (a) liaise with the Art Coordinator in relation to all matters concerning this Agreement; and
- (b) obey any directions from the Art Coordinator as if they were directions from the Principal;

unless the Principal directly instructs the Artist otherwise. To the extent of any inconsistency, directions from the Principal directly shall prevail.

## 2.4 SUPERINTENDENT AND SUPERINTENDENT'S REPRESENTATIVE

- (a) The Site is the subject of the Main Works Contract and consequently the Superintendent and Superintendent's Representative have powers over and control of the Site. If directed by the Art Coordinator to do so, the Artist must liaise with the Superintendent's Representative regarding any matters relating to the Site, access to the Site or installation of the Artwork at the Site and must obey any directions from the Superintendent or the Superintendent's Representatives or its agents or authorisees in that regard.
- (b) The Artist must supply certified engineering drawings as a part of the Design Documentation relating to any structural components of the Artwork (if any). The Art Coordinator shall liaise with the Superintendent's Representative regarding all design, technical and coordination issues and on that basis the Art Coordinator shall issue all directions to the Artist for the purposes of this Agreement.
- (c) Nothing in this clause shall be construed to permit the Superintendent or the Superintendent's Representative to give the Artist directions that effect the terms and conditions of this Agreement or the terms and conditions as between the Principal and the Artist under this Agreement.

## 3. PERFORMANCE

- (a) The Artist must discharge all its obligations under this Agreement in accordance with the terms and conditions of this Agreement and otherwise in a manner and within a time frame that ensures any necessary certifications, approvals and permits under any relevant Federal, State or Local legislation, regulations or by-laws required by any parties to this Agreement or the Main Works Contract can be properly and duly obtained. The requirement of this clause (a) shall be considered paramount.
- (b) The Artist shall complete and install or supervise the installation of, as the case may be, the Artwork on or before the Completion Date in accordance with the Work Program set out in **Schedule A**.

## 4. FEE

### 4.1 PAYMENT OF FEE

- (a) In consideration for services in creating and completing the Artwork the Principal agrees, subject to all further requirements of this clause, to pay the Artist the Fee in accordance with the Payment Schedule set out in **Schedule B**.
- (b) Payment of the Fee will be made by the Principal in accordance with the progress payments set out in the Payment Schedule within thirty (30) days of receipt of an invoice from the Artist for each progress payment, provided the Artist has completed the work referred to in the relevant item in the Payment Schedule.
- (c) The Fee includes the Artist's professional fees, material costs, out-of-pocket expenses, travel and accommodation expenses, as the case may be, delivery in accordance with **Clause 9**, installation costs in accordance with **Clause 10** and the



Payment Schedule and all building construction industry requirements, safety and access requirements for onsite work.

- (d) The Principal may in its absolute discretion determine not to pay the Fee or any portion thereof to the Artist if the Artwork has not been undertaken and completed in accordance with this Agreement.
- (e) Should there be a Principal caused delay as outlined in **Clause 18.3**, any amounts payable to the Artist under that subclause shall be in addition to the Fee.
- (f) The Artist shall retain ownership of and copyright in the Artwork until the Fee (subject to any increase or reduction of the Fee pursuant to this Agreement) has been paid.
- (g) The Principal may require the Artist to provide a statutory declaration confirming that all money due to workers employed by the Artist and any other liabilities undertaken by the Artist in respect of the Artwork have been paid. If the Artist fails to comply or the Principal has evidence conflicting with the statutory declaration then the Principal may withhold the Fee or any portion thereof.

#### **4.2 GOODS AND SERVICES TAX (GST)**

For the purposes of this clause:

- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- (b) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- (c) "Supply", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.

Where the supply of the Artwork or any part thereof is a taxable supply under the GST Act:

- (i) The Fee shall be inclusive of all applicable GST at the rate in force for the time being.
- (ii) The obligation of the Principal to pay the Fee or any instalment thereof, and the right of the Artist to recover the Fee or any instalment thereof, shall be subject to and conditional upon the prior issue by the Artist and the prior receipt by the Principal of a tax invoice in respect of the Fee, or relevant instalment thereof, that complies in all respects with the GST Act.

This provision applies notwithstanding any other provision of this Agreement or any legislation or rule of law to the contrary but does not apply if the Artist is not registered for GST, and is not required to be so registered, under the GST Act.

The Artist shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the work under this Agreement.

### **5. TITLE**

- (a) Legal title and ownership of the Artwork shall pass from the Artist to the Principal upon the Fee being paid by the Principal to the Artist in accordance with this Agreement.
- (b) The Principal may pass legal title and ownership of the Artwork, including any associated liability, to a third party where the Site on which the Artwork is installed is sold or transferred in ownership or management to another public authority, a local government, or other third party.

### **6. COPYRIGHT**

- (a) The Principal and the Artist will be joint proprietors of equal shares of the copyright in the Design Documentation, Project Record and the Artwork. Should the title be



transferred under **Clause 5** the copyright interests of the Principal transfer to the new owner.

- (b) The Design Documentation, Project Record and the Artwork may be reproduced or published for non-commercial purposes by the Principal, such as for information brochures about the Site or the Artwork, or website publication.
- (c) In the event of the Principal wishing to reproduce the Design Documentation, Project Record or Artwork in such a way that income would be generated, royalties will be negotiated and paid to the Artist. Such royalties will be paid according to reasonable standard rates for similar reproduction activities to be agreed by the parties. The Principal shall consult with the Artist regarding the commercial reproduction process and quality of reproduction before commencement of commercial production.
- (d) The Artist agrees not to reproduce the Design Documentation, Project Record or the Artwork in a similar form or at a similar scale without first obtaining the consent of the Principal. The Artist otherwise shall only have the right to reproduce the Design Documentation or images of the Artwork for the purpose of promoting their artwork in submissions, books or other publications associated with their artwork, with the Principal's written consent.

## 7. DESIGN DOCUMENTATION

- (a) The Artist will prepare and provide to the Principal the Design Documentation being final plans and specifications of the Artwork in accordance with the Artwork Description as subsequently approved by the Art Coordinator and the Artwork Brief. The Artist must provide these before the time nominated by the Art Coordinator, following the Art Coordinator consulting with the Superintendent's Representative in this regard. The Design Documentation must include detailed plans, specifications and supporting information regarding the Artwork fabrication, dimensions, materials and installation, as requested by the Principal.
- (b) The Artist will include in the Design Documentation all plans and documentation required to obtain any necessary planning approval and permits under any relevant Federal, State or Local legislation, regulations or by-laws, and written documentation from a suitably qualified structural engineer certifying the fabrication and/or installation of the Artwork.
- (c) The Artist will arrange amendment to the Design Documentation where so required to obtain the necessary Federal, State or Local Government approvals. The Principal may request other amendments to the Design Documentation where considered appropriate by the Principal to modify or improve the Artwork, in accordance with the Artwork Description and the Artwork Brief.
- (d) The Artist agrees to submit to the Principal a cost breakdown for the Artwork as part of the submission to the Principal of the Design Documentation.
- (e) The Artist must supply certified engineering drawings as a part of the Design Documentation relating to any structural components of the Artwork (if any).

## 8. ACCESS

- (a) When the Artwork is created on the Artist's premises or on the premises of the Artist's servants, agents or contractors, the Principal is entitled to inspect the Artwork at any reasonable time provided that the Principal has given the Artist reasonable notice of a desire to inspect the Artwork.
- (b) When the Artwork is created on the Site or being installed on the Site, the Art Coordinator shall liaise with the Superintendent's Representative to arrange access for the Artist and its authorised servants or agents at reasonable times to that part of the Site where the Artwork is being created. The Artist must ensure that the





arrangements for access to the Site have been confirmed in writing by the Superintendent's Representative.

- (c) The Artist must keep a log of all times that the Artist or any of its authorised servants or agents have arrived and departed the Site.
- (d) The Artist shall complete the Artwork in a manner which causes as little inconvenience to occupants at the Site as is reasonably possible. The Artist shall not impede or interfere with any contractor or consultant of the Principal that may be undertaking work on the Site at that time.
- (e) Where Artwork is required on an operational Department of Education ("**DoE**") school Site the Artist must comply with required visitor security screening requirements set by the DoE. In addition to the above DoE requirements, the Artist shall ensure that:
  - (i) the Artist or each person representing the Artist has completed the relevant Department of Education "Confidential Declaration" form prior to attending an operational school Site. A "Confidential Declaration" form can be obtained from the school principal and needs to be completed only once for entry to a particular school in relation to this Agreement, and
  - (ii) the Artist complies with Police screening and provides a national police clearance certificate(s) no more than 2 years old for the Artist and all persons attending the Site for or on behalf of the Artist, prior to attending the Site in accordance with DoE's policies in this regard.

## **9. DELIVERY**

Where artwork is created away from the Site, the Artist is responsible for the delivery of the Artwork to the Site. The Artist shall arrange for and meet the cost of the delivery of the Artwork to the Site on or before the Completion Date, in accordance with the specifications in the Design Documentation.

## **10. INSTALLATION**

The Artist shall at the direction of the Principal supervise the installation, erection or placement of the Artwork at the Site on or before the Completion Date. Costs associated with the installation are included in the artist's fee unless otherwise agreed in writing between the Artist and the Principal prior to the Artwork commencing.

## **11. ATTRIBUTION**

A notice, plaque or sign stating the name of the Artist, and the title of the Artwork shall be provided by the Principal at the Principal's cost and shall be permanently and publicly displayed on or near the Artwork.

## **12. PROJECT RECORD**

Within 30 days of completion and handover of the Artwork the Artist shall provide to the Principal, a set of images and documents which adequately describes and documents all stages, processes and development of the Artwork being known as the Project Record. Digital images are to be provided on disc in j-peg format and shall be of a high resolution (600 dpi minimum resolution) and suitable for publication purposes. The Project Record shall include images of the design process, fabrication and final installed product, as appropriate and must also contain a copy of the Maintenance Manual and as constructed drawings and specifications of the finished Artwork.



### 13. MAINTENANCE MANUAL

- (a) At the time of the installation of the Artwork on the Site the Artist must provide the Principal with a written manual containing comprehensive instructions for the proper cleaning, operation and maintenance of the Artwork by the Principal or other owner of the Site, which shall be known as the Maintenance Manual. The Maintenance Manual shall also include information on the materials and fabrication of the Artwork and procedures should the need for repair arise and copies of any manufacturers' manuals, instructions or warranty documentation. The template for the Maintenance Manual is included as **Annexure B**. A further copy of the Maintenance Manual must be provided by the Artist as part of the Project Record.
- (b) The Artist must otherwise furnish the Principal with any other information, documents or evidence that the Principal may require at any time before or after the Date of Completion that is directly or indirectly related to the Artwork. The Artist will be responsible for any costs, losses, damages, or claims arising from any failure by the Artist to comply with this clause.

### 14. WARRANTY AND REPAIRS

The Artist warrants:

- (a) that he/she will create the Artwork using high quality materials and adequately skilled labour and guarantees the materials and labour used in creating the Artwork for 12 months;
- (b) that the design and Artwork have been developed exclusively for the Site and that the Artist will be the sole author of the Artwork; and
- (c) that the Artwork will not breach copyright, other intellectual property rights, privacy, common law, or contractual agreement of any other person or entity in complying with the terms of this Agreement.

The Artist will rectify, without charge to the Principal, defects in the Artwork that become apparent during a 12 month warranty period commencing on the Completion Date.

### 15. MAINTENANCE

- (a) The Principal shall be responsible, at its own cost, for the periodic cleaning, maintenance and protection of the Artwork following its installation. The Artwork shall at all times be kept in a reasonable condition by the Principal.
- (b) The Principal shall undertake any repairs to the Artwork that may be necessary following the period of Warranty set out in **Clause 14** and, to the extent that it is practicable, the Artist shall be given the opportunity to perform the repairs for a reasonable fee.

### 16. ALTERATION, RELOCATION, OR REMOVAL

- (a) This clause shall apply for as long as the Artwork remains the property of the Principal. The Principal will not destroy, damage, alter or modify the Artwork in any way without first seeking to consult with the Artist. The Principal may at the Principal's absolute and sole discretion remove the Artwork from the Site for the purposes of either relocating (permanently or temporarily), selling, making a gift of, storing, or otherwise disposing of the Artwork, provided that the Principal has given the Artist at least 28 days notice in writing.
- (b) In the event of the Artwork being relocated, damaged, altered, or modified in any way by either the Principal or any other person not being the Artist or any servant, agent or contractor of the Artist, the Artist has the right to demand that the Artwork shall no longer be represented to be the Artwork of the Artist.



- (c) In the event of notice of disposal being given the Principal shall give the Artist the opportunity to purchase the Artwork at a price that could be realised for the Artwork if sold privately.

## 17. RISK AND INSURANCE

- (a) The Artist is required to hold and maintain Public Liability Insurance for a sum of not less than \$5 million.
- (b) The Artist will be responsible for maintaining public liability insurance cover in relation to any work or other act associated with the performance of this Agreement carried out on the Artist's premises or on the premises of the Artist's employees.
- (c) When the Artwork is created on the Artist's premises or on the premises of the Artist's servants, agents or contractors, all risks of loss or damage to the Artwork from the date of this Agreement until the date of installation and handover of the Artwork on the Site shall be solely that of the Artist.
- (d) The Artist must ensure that the Artist's employees, agents or contractors are covered by an appropriate level of Worker's Compensation Insurance, Public Liability Insurance and Professional Indemnity Insurance in relation to their respective profession and risk.
- (e) The Principal will be responsible for public liability insurance cover and all other liabilities following the installation and handover of the Artwork.

## 18. DELAY

### 18.1. PROGRAM

Subject to **Clauses 18.2 and 18.3**, all stages of the Artwork design, fabrication and installation must be completed in accordance with the Work Program unless the parties agree otherwise in writing to vary the Work Program.

### 18.2. DELAY BY THE ARTIST

- (a) The Artist must notify the Principal if it anticipates or reasonably ought to anticipate any delay in its ability to complete the Artwork in accordance with the Work Program and also give notice of the reasons for the delay and the dates on which those dates occurred.
- (b) The Artist shall make all reasonable efforts to avert or rectify delays in the Work Program, in particular delay in the Completion Date, that may arise as a result of non-availability of necessary materials or labour, delivery delays, injury or illness of the Artist, or other delays in the production or installation of the Artwork.

### 18.3. DELAY BY THE PRINCIPAL

- (a) In the event that the Principal may from time to time at the Principal's sole discretion give notice to the Artist that a delay has arisen in completing or making available the Site for installation of the Artwork, then the dates set out in the Work Program shall be varied as set out in that notice.
- (b) Reasonable costs necessarily incurred by the Artist resulting from a variation under **Clause 18.3(a)** above shall be met by the Principal on the submission of a detailed statement and evidence of costs by the Artist, without a mark up or margin applied on behalf of the Artist.

## 19. DISPUTES

- (a) If a dispute arises between the parties in relation to this Agreement either party must notify the other party in writing about the dispute and each party must refrain from





- starting any litigation or arbitration in relation to the dispute until the parties have complied with this clause.
- (b) Should a dispute arise out of or in connection with the contract, including any dispute concerning a direction by the Art Coordinator then either party shall deliver by hand or send by registered mail to the other party and to the Art Coordinator a notice of the dispute in writing adequately identifying and providing details of the dispute.
  - (c) The parties shall meet within 14 days after receipt of the notice of the dispute and hold a meeting for good faith discussions to attempt to resolve the dispute. At the meeting each party will be represented by a person having authority to agree to a resolution of the dispute.
  - (d) Should the dispute not be resolved through discussion, the parties will agree to enter into a mediation process to attempt to resolve the dispute. The mediator and mediation process is to be agreed to by both parties.
  - (e) Should the dispute not be resolved through discussion or mediation, or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice in writing delivered by hand or sent by registered mail to the other party refer such dispute to litigation.
  - (f) The parties must continue to perform their respective obligations under this agreement despite the existence of a dispute.

## **20. DEFAULT AND TERMINATION**

### **20.1. BY THE PRINCIPAL**

- (a) The Principal may terminate this Agreement immediately at any time and for whatever reason upon giving written notice to the Artist. Upon such termination the Fee paid or payable to the Artist shall be adjusted either by additional payment or refund by either party according to the amount of artistic work done by the Artist in pursuance of this Agreement up to the date of receiving such notice.
- (b) In the event that the Artist breaches any term or condition of this Agreement the Principal shall give written notification of the breach to the Artist who shall have the number of days specified in that notice (and where no number of days is specified, then 28 days) within which to remedy the breach. If the breach is not remedied within the time required by the aforementioned notice, the Principal may terminate the Agreement by giving the Artist written notice of the termination and may recover any Fee already paid to the Artist.
- (c) Without prejudice to its rights above, the Principal may seek to recover from the Artist any costs, losses, liabilities or expenses that the Principal becomes liable for by virtue of the Artist's failure to remedy any breach of any term or condition of this Agreement.
- (d) If the Principal terminates the Agreement in circumstances arising from a breach of this Agreement by the Artist, the Principal shall have the sole right to all preliminary designs of the Artwork. The Principal shall be entitled to retain any part of the Artwork done up to the date of termination that has been paid for.

### **20.2. BY THE ARTIST**

- (a) The Artist may terminate this Agreement by written notice if:
  - (i) the Principal is more than thirty (30) days late in making payment pursuant to the Payment Schedule; and
  - (ii) the Artist has given the Art Coordinator and Principal written notice that the Principal of the fact in (i) above; and
  - (iii) the Principal subsequently fails to pay the Artist the amount due within 30 days of receiving the notice in (ii) above.



- The Artist shall thereupon be entitled to receive and retain payment for all work done up to the date of sending such notice.
- (b) In the event of this Agreement being terminated by the Artist in circumstances arising from a breach of this Agreement by the Principal, the Artist shall have the sole right to all preliminary designs of the Artwork. The Artist shall be entitled to retain any part of the Artwork done up to the date of termination.
  - (c) This Agreement will terminate automatically on the death or incapacity of the Artist in which case the Artist or his/her estate shall retain all payment made and owed to the Artist and the Principal shall have the right to keep copies of the Design Documentation and to keep the work in progress for the sole purpose of completing the Artwork. The Artwork will be completed by an artist appointed by the Principal in its absolute and sole discretion however following consultation with the Artist or his/her estate. If the Principal does not wish to have the Artwork completed all copies of the Design Documentation, Project Record and the Artwork in progress will become the property of the Principal on payment of all fees due to the Artist or Artist's estate for the amount of artistic work completed at the time.

## **21. ASSIGNMENT**

The Artist may assign this Agreement to a third party on reasonable terms if it first obtains the prior written consent of the Principal, which the Principal may grant or withhold in its absolute discretion. Where the Principal consents to an assignment, that assignment shall only have effect when a written instrument prepared by the Principal is executed by the Principal, Artist and assignee on terms reasonably acceptable to the Principal.

## **22. PUBLICITY**

The Artist shall direct all media enquiries relating to the Artwork to the Principal through the Art Coordinator.

## **23. MISCELLANEOUS**

All Annexures attached to or referred to by this Agreement shall be deemed to form part of this Agreement. In the event of any contradiction, discrepancy or ambiguity between anything contained in this Agreement document and anything contained in any Annexure, the provisions of this Agreement (including its Schedules) shall prevail.

## **24. RELEVANT LAW**

This Agreement shall be construed as being the completed Agreement between the parties hereto and shall be construed in accordance with the laws of the State of Western Australia. The Artist must comply with all Federal, State and Local legislation, regulation or by-laws in the performance of this Agreement.

## **25. NOTICE**

Where the terms of this Agreement require notice in writing to be given it shall be sufficient for this to be given by notice in writing signed by or on behalf of the party giving the notice and delivered personally or sent through the post by prepaid mail addressed to the address for the party receiving the notice contained in this Agreement and that notice shall be deemed to have been given when delivered or if sent through the post then 2 business days after it was posted.



**EXECUTED AS A DEED** on \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Signed by:

(Name) \_\_\_\_\_ )

authorised delegate of the Minister for Works )

(Title) \_\_\_\_\_ )

For and on behalf of the **Minister for Works**: ) .....

In the presence of:

(Witness Signature):.....

(Witness Name): \_\_\_\_\_

(Witness Address): \_\_\_\_\_

Signed by:

)

)

)

)

.....

In the presence of:

(Witness Signature):.....

(Witness Name): \_\_\_\_\_

(Witness Address): \_\_\_\_\_

**DRAFTING NOTE** Insert appropriate s.127 Corporations Act execution panel if a Company for the Artist.



## **SCHEDULE A** **WORK PROGRAM**

<b>Progress Item Number</b>	<b>Progress Item Name</b>	<b>Progress Item Due Date</b>
1.	Commencement of the Design Development.	The day of 20 .
2.	Submission of the Design Documentation.	The day of 20 .
3.	When the Artwork is 25% completed.	The day of 20 .
4.	When the Artwork is 50% completed.	The day of 20 .
5.	When the Artwork is 75% completed.	The day of 20 .
6.	When the Artwork is 100% completed.	The day of 20 .
7.	When the Artwork is installed on Site and delivery of the Maintenance Manual. (" <b>Completion Date</b> ")	The day of 20 .
8.	Submission of the Project Record to the Art-Coordinator.	The day of 20 .

**[DRAFTING NOTE – DELETE WHEN COMPLETED]** (Customise an appropriate time schedule from the 8 stages above that are relevant for the production of the Artwork. Only the largest and most complex works will require 8 stages, align time line with Payments Schedule). The milestones in this Work Program can only be finalised after consultation with the Art Coordinator, who will liaise with Superintendent's Representative to ensure consistency with requirement of the Main Works Contract.]



## **SCHEDULE B** **PAYMENT SCHEDULE**

<b>Progress Item Number</b>	<b>Progress Item Name</b>	<b>Amount Payable to Artist on Completion of Progress Item (inc GST)</b>
1.	Commencement of the Design Development.	\$ .00
2.	Submission of the Design Documentation.	\$ .00
3.	When the Artwork is 25% completed.	\$ .00
4.	When the Artwork is 50% completed.	\$ .00
5.	When the Artwork is 75% completed.	\$ .00
6.	When the Artwork is 100% completed.	\$ .00
7.	When the Artwork is installed on Site and delivery of the Maintenance Manual. (" <b>Completion Date</b> ")	\$ .00
8.	Submission of the Project Record to the Art-Coordinator.	\$ .00
		<b>TOTAL FEE = \$ including GST</b>

**[DRAFTING NOTE – DELETE WHEN COMPLETED]** (Customise an appropriate time schedule from the 8 stages above that are relevant for the production of the Artwork. Only the largest and most complex works will require 8 stages, align time line with Work Program Schedule). The milestones in this Work Program can only be finalised after consultation with the Art Coordinator, who will liaise with Superintendent's Representative to ensure consistency with requirement of the Main Works Contract.]





## **SCHEDULE C**

### **ARTWORK DESCRIPTION**

***Attach Concept Design here***



## **Annexure A**

### **Artwork Brief**

***Attach Artwork Brief here***



## **Annexure B**

### **Maintenance Manual Template**

The Maintenance Manual must include:

1. Project Title.
2. Artist's name, address, telephone, email.
3. Brief description of the artwork.
4. List of major sub-contractors and fabricators and their contact details.
5. Description of the materials used and any installed services or equipment and their mode of operation.
6. Equipment operating procedures and suppliers' names, addresses and telephone numbers.
7. Inspection, testing and maintenance program, detailing the routine required to maintain the artwork throughout its intended lifespan.
8. 'As installed' drawings for the artwork and all related equipment and services.