

CITY OF ROCKINGHAM

and

####

**SERVICE AGREEMENT
(2024 ART PRIZE CURATORIAL SERVICES)**



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SERVICE AGREEMENT

SERVICE AGREEMENT dated

2023

PARTIES CITY OF ROCKINGHAM of Civic Boulevard, Rockingham, Western Australia
("the City")

and

The person or body described as the Curator in Item 1 of Schedule 1 ("the Curator").

RECITALS

- A. The City is a local government constituted under the *Local Government Act 1995* (WA).
- B. The City wishes to engage the Curator to provide the Services to the City.
- C. The Curator is willing to provide the Services and the City is willing to appoint the Curator to provide the Services in accordance with the provisions of this Agreement.

OPERATIVE PART

1. INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"**Agreement**" means this agreement;

"**Commencement Date**" means the date specified in Item 3 of Schedule 1;

"**Fee**" means the fee payable for the Services and set out in Item 4 of Schedule 1;

"**Force Majeure Event**" means any one of the following events which is beyond the control of a Party, could not have been reasonably foreseen by the affected Party and which prevents that Party from discharging an obligation under this Agreement, which, in the case of the Curator, is critical to the Curator providing the Services:

- (a) a civil war, insurrection, riot, fire, flood, explosion, earthquake, epidemic, pandemic, operation of the forces of nature of catastrophic proportion or an act of a public enemy;
- (b) a general strike or general industrial action of Western Australia wide application, which did not arise at the Curator's premises and has not been caused by the Curator; or
- (c) the enactment of any statute or regulation by the parliaments of the Commonwealth of Australia or Western Australia, which the Curator could not have been aware of prior to the execution of this Agreement;

but is not an event which arises from any of the following:

- (d) a breach of an agreement or contract, including this Agreement, or law by the Curator;
- (e) negligence by the Curator relating to the performance of its obligations under this Agreement;
- (f) an occurrence that is a risk assumed by the Curator under this Agreement;
- (g) a shortage or delay in the supply of Services required under this Agreement;
- (h) wet or inclement weather; or

- (i) an event or circumstance where the event or circumstance or its effect on the affected Party or the resulting inability of the affected Party to perform its obligations could have been prevented, overcome or remedied by the exercise by the affected Party of the standard of care and diligence consistent with that of an experienced and highly skilled Curator with particular experience in undertaking the Services under this Agreement;

“**GST Law**” means the same as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“**Parties**” means the Curator and the City, and Party means either one of them;

“**Schedule**” means a schedule to this Agreement;

“**Services**” means the services to be provided by the Curator under this Agreement and described in Item 5 of Schedule 1 and further detailed in Schedule 2; and

“**Term**” means the term of this Agreement as set out in Item 2 of Schedule 1.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person include a corporation, an unincorporated or incorporated association and a statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and Schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement;
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) where the words “includes” or “including” are used, they are to be taken to be followed by the words “without limitation”;
- (h) a reference to anybody is:
 - (i) if that body is replaced by another organisation, taken to refer to that organisation; and
 - (ii) if that body ceases to exist, taken to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and
- (i) all dollar amounts specified in this Agreement are in Australian dollars.

2. SERVICES

- (1) The Curator must provide the Services to the City.

(2) The Services may be performed by the Curator or its employees or agents.

3. TERM

The Curator will provide the Services from the Commencement Date for the Term.

4. FEE

(1) In consideration of the provision of the Services in accordance with this Agreement, the City must pay the Curator the Fee.

(2) The City acknowledges that the Fee is exclusive of GST and that GST is payable in addition to the Fee.

(3) The Fee will be payable by the City to the Curator as set out in Item 4 of Schedule 1.

(4) The Curator must provide the City with a tax invoice for each of the payments set out in Item 4 of Schedule 1, 14 days prior to the payment date, in accordance with the GST Law and payment will be made by the City to the Curator.

(5) The invoice referred to in subclause (4) must specify:

(a) the Services provided; and

(b) the period during which the Services were provided.

5. CITY'S OBLIGATIONS

The City must:

(a) do all that is reasonably required to enable the Curator to provide the Services; and

(b) provide such information and documentation as the Curator may reasonably require to provide the Services.

6. CURATOR'S WARRANTIES AND OBLIGATIONS

(1) The Curator warrants that it will use reasonable care and skill in providing the Services in a timely manner.

(2) The Curator must ensure that its employees and agents are suitably licensed (if required) and qualified to perform the Services.

(3) The Curator must effect all insurance required to be effected by law, and must obtain (and keep current) public liability insurance for not less than \$10,000,000.00 (for each claim).

7. NO PARTNERSHIP OR EMPLOYMENT RELATIONSHIP

Nothing in this Agreement constitutes the relationship of partnership or employment or agency between the City and the Curator and it is the express intention of the Parties that any such relationships are denied.

8. EXPIRY AND TERMINATION

- (1) Subject to subclauses (2) and (3), this Agreement expires at the end of the Term.
- (2) A Party may terminate this Agreement upon the happening of any of the following events:
 - (a) the other Party enters into a deed of arrangement or an order is made for it to be wound up;
 - (b) an administrator, receiver or receiver/manager or a liquidator is appointed to the other Party pursuant to the *Corporations Act 2001* (Cth);
 - (c) if the other Party is presumed to be insolvent by a court in any of the circumstances referred to in the *Corporations Act 2001* (Cth) or
 - (d) the Curator being an incorporated association:
 - (i) is wound up or resolves to be dissolved or wound up voluntarily;
 - (ii) without the prior written consent of the City, changes its name, objects or constitution; or
 - (iii) is convicted or one of the officer bearers of the Curator is convicted of an offence under the *Associations Incorporation Act 2015* (WA).
- (3) The City may terminate this Agreement, for any reason, on giving the Curator one month's prior written notice, provided the City pays the Curator the fees payable for all work completed to the date of termination.

9. GST

- (1) If GST is imposed or levied in respect of any supply by a Party under or in accordance with this Agreement then the Party making the supply may recover the GST Amount from the Party receiving the supply in addition to the Consideration. The Party making the supply must provide such invoices to the Party receiving the supply as are required pursuant to the GST Legislation.
- (2) In this clause:

“Consideration” means any amount or consideration payable or to be provided pursuant to any provision of this Agreement other than this clause;

“GST” means any form of goods and services tax or similar value added tax;

“GST Amount” means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

“GST Exempt Component” means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

“GST Legislation” means the GST Law and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation;

“Rate” means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Agreement;

“supply” includes supply as defined under GST Legislation.

10. GENERAL PROVISIONS

10.1 Further acts

The Parties must promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other Party to carry out and effect the intent and purpose of this Agreement.

10.2 Proper law

This Agreement is governed by the laws of the State of Western Australia and the Parties submit to the non-exclusive jurisdiction of the courts of that State.

10.3 Severability

- (1) All provisions of this Agreement are, so far as possible, to be construed so as not to be invalid, illegal or unenforceable in any respect.
- (2) If any provision of this Agreement on its proper construction is illegal, invalid or unenforceable that provision is, so far as possible, to be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.
- (3) If the provision or part of it cannot be read down the provision or part of it is taken to be void and severable and the remaining provisions of this Agreement are not in any way to be affected or impaired.

10.4 Costs

The City and the Curator will pay their own legal costs in relation to the negotiations, preparation and execution of this Agreement.

10.5 Force Majeure

- (1) Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from a Force Majeure Event.
- (2) The Party affected by a Force Majeure Event shall promptly notify the other Party in writing when a Forced Majeure Event causes a delay or failure in performance and when the Force Majeure Event is likely to cease.
- (3) If a Force Majeure Event occurs, then the Parties may agree to vary the terms of this Agreement or the Exhibition to enable the Exhibition to be completed without any additional cost to either Party.
- (4) If a Force Majeure Event continues for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

10.6 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

10.7 Assignment

The Curator must not assign, delegate, subcontract or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written consent of the City.

10.8 Entire Agreement

- (1) This Agreement contains the whole agreement between the Parties in respect of the subject matter of the Agreement, and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter.
- (2) The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

10.9 Waiver

- (1) No failure or delay by the City in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- (2) The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

10.10 Notices

A notice or other communication connected with this Agreement has no legal effect unless it is in writing. In addition to any other method of service provided by law, the notice may be sent by pre-paid post to the address of the addressee as set out in this Agreement, or sent by email to the email address of the addressee set out in this Agreement.

10.12 No Fettering

Nothing in this Agreement fetters or restricts or is to be taken to fetter or restrict the powers or the discretions of the City which the City has under any written law that applies to the subject matter of this Agreement.

10.13 Additional Terms and Conditions

The parties agree that the additional terms and conditions, if any, set out in Schedule 2 are taken to be incorporated in, and form part of, this Agreement.

SCHEDULE 1

| | | |
|---------------|---|---|
| Item 1 | Curator's name, address and email: | Name: # Address: # Email: # |
| Item 2 | Term: | From the date of this Agreement until 31 July 2024 |
| Item 3 | Commencement Date: | Date of this Agreement |
| Item 4 | Fee: | <p>\$## plus GST, payable as follows:</p> <p>Arts Awards :</p> <ul style="list-style-type: none">(a) \$## being 20% of the Fee upon execution of this Agreement by all parties;(b) \$## being 20% of the Fee in the first week of March 2024;(c) \$## being 20% of the Fee in the first week of May 2024;(d) \$## being 20% of the Fee in the second week of June 2024;(e) \$## being 20% of the Fee upon receipt of the Report from the Curator and attendance at a debrief meeting with the City following the conclusion of the Art Prize; |
| Item 5 | Services: | Organising, promoting, curating and delivering the City's annual Art Prize and the tasks set out in Schedule 2. |

SCHEDULE 2

ADDITIONAL TERMS AND CONDITIONS

2.1 Definitions

In this additional terms and conditions:

“2024 Art Prize” means the City’s event that presents Artwork to the public which is to be held between 15 June 2024 and 30 June 2024 at the Rockingham Arts Centre (the Site) and includes an Exhibition, Awards Presentation and tours;

“Artist” means an artist whose Artwork is included in the 2024 Art Prize;

“Artwork” means any artwork that have been submitted in an Award Category to be presented in the Art Prize;

“Award Category” means one of the following categories that makes up the 2024 Art Prize:

- (a) *Open*: All Artworks in the Exhibition will be considered for this award, presented to the most outstanding Artwork;
- (b) *Emerging*: Artists practicing for less than five years and who have not staged a solo exhibition, and have not received any first place or open prizes (or a City of Rockingham Emerging Award);
- (c) *Highly Commended*: All Artworks in the Exhibition will be considered for this award;
- (d) *Aboriginal*: Most outstanding work by Artists identifying as Aboriginal or Torres Strait Islander descent;
- (e) *Local Resident*: Most outstanding work by Artists residing within the City of Rockingham;
- (f) *Three Dimensional (3D)*: Awarded for three dimensional media, defined as having depth as well as height and width, and as not being flat or framed, including sculpture, ceramics, woodwork, wearable art or textiles; and
- (g) *People’s Choice Award*: Awarded to the Artist whose Artwork received the most votes from members of the public.

“Awards Presentation” means the invitation-only event for the Art Prize where the winners of each Award Category are announced and award prizes are presented to the winning Artists, which is to be held on Friday 14 June 2024 at the Gary Holland Community Centre;

“Buyer” means those who have purchased Artwork from the 2024 Art Prize;

“COVID-19” means the novel coronavirus that was first identified in Wuhan, Hubei Province, People’s Republic of China in or about December 2019 and any mutations of that virus;

“Entries Open Period” means the period of time where submissions for the 2024 Art Prize are accepted;

“**Exhibition**” means the display of selected works for the 2024 Art Prize, at the Rockingham Arts Centre;

“**Exhibition Open**” means the period of time where the 2024 Art Prize Exhibition is open from 15 June through 30 June 2024;

“**Exhibition Tour**” means the public tour of the Art Prize led by the Curator and with Artists and Judges speaking about the Artworks in the Art Prize;

“**Finalist**” means the Artists who are selected to participate in the 2024 Art Prize at the Selection Panel;

“**Highly Commended**” means an Artwork that the Judges were highly impressed with and consider worthy of recognition;

“**Independent Panellist**” means an independent arts professional experienced in evaluating Artworks that is to assist the City and Curator with reviewing and selecting Artwork submissions for the Exhibition for the 2024 Art Prize;

“**Infectious Disease**” means an infectious disease that may pose a serious risk to health and well-being of an individual and includes, but is not limited to, COVID-19;

“**Judges**” means two independent judges who are experienced in judging of Artworks and are to award prizes to the Artists for their Artworks for the 2024 Art Prize.

“**Judging**” means the meeting of Judges to select winners for each Award Category;

“**Report**” means the written report to be completed by the Curator at the conclusion of the 2024 Art Prize included, the template is included as Appendix A;

“**Sales**” means the purchase of any Artwork exhibited in the 2024 Art Prize during the Exhibition dates including up to 3 months following the close of the event;

“**Selection Panel**” means the meeting of Independent Panellists, Curator and City to review and select Finalist Artists to participate in the Art Prize from all the submissions that were received;

“**Site**” means the Rockingham Arts Centre located at 11 Kent Street, Rockingham.

2.2 Timeline - Curator Deliverables

The Curator must provide by the date specified in Column 1 the Deliverables specified in Column 2 for the table below, in accordance with the details referenced in Column 3:

| Column 1 | Column 2 | Column 3 |
|--|---|--|
| Date | Requirement | Clause Reference |
| Not more than 7 days after the Commencement Date | <ul style="list-style-type: none"> • Site Meeting; • Review and edit entry forms and 2024 Art Prize Terms of Conditions; • Proposal of Award Categories; • Methodology to attract Artists; • Strategy to attract Artists; • Discussion on VIP Tour; | <p>2.15(a) 2.4 (a)(i) 2.4(a)(ii) 2.4(a)(iii) 2.4(a)(iv) 2.4(a)(v)</p> |
| 13 October 2023 | <ul style="list-style-type: none"> • Judging criteria for the Selection Panel and Judging of Awards | 2.4(b) |

| Column 1 | Column 2 | Column 3 |
|--|---|--|
| Date | Requirement | Clause Reference |
| | <ul style="list-style-type: none"> • Example of catalogue layout • Media and advertising channels list • Draft media release on Entries Open | <p>2.13(g)(i) 2.13(e) 2.13(f)(i)</p> |
| 20 October 2023 | <ul style="list-style-type: none"> • Information Session outline | 2.5(d) |
| 10 November 2023 | <ul style="list-style-type: none"> • Instructor recommendation for “How to Write an Artist Statement” workshop • Recommended Independent Panellists | <p>2.5(g) 2.14(c)</p> |
| 3 December 2023 | <ul style="list-style-type: none"> • Facilitate Information Session | 2.5(d) |
| 6 December 2023 | <ul style="list-style-type: none"> • “How to Enter Art Prize” FAQ sheet for website | 2.5(f) |
| 8 January 2024 | <ul style="list-style-type: none"> • Marking sheet for Selection Panel | 2.7(a) |
| 26 January 2024 | <ul style="list-style-type: none"> • Selected images for catalogue cover | 2.13(g)(ii) |
| 28 February 2024, or as agreed upon by all parties | <ul style="list-style-type: none"> • Selection Panel to select Finalists | 2.6(g) |
| 12 March 2024, or as agreed upon by both parties | <ul style="list-style-type: none"> • Catalogue content due • Draft Media release, Finalists | <p>2.13(g) 2.13(f)(ii)</p> |
| 22 March 2024 | <ul style="list-style-type: none"> • List of recommended Judges • Confirm judge/s and artists speaking at Exhibition Tour • Guest list for Awards Presentation | <p>2.14(e) 2.10(b)(i) 2.9(a)</p> |
| 30 March 2024 | <ul style="list-style-type: none"> • No further changes to the catalogue can be made. | 2.13 |
| 26 April 2024 | <ul style="list-style-type: none"> • Didactic panel content • Artist label content • Plinth and wall requirements • Judging sheets for Judges • Hire install and de-install team | <p>2.8(c) 2.8(d) 2.8(b) 2.7(a) 2.14(g)</p> |
| 10 May 2024 | <ul style="list-style-type: none"> • Draft media releases <ul style="list-style-type: none"> ◦ Artist Feature ◦ Exhibition Open | <p>2.13(f)(iii) 2.13(f)(iv)</p> |
| 7 June 2024 | <ul style="list-style-type: none"> • Draft Curator’s Speech | 2.9(b) |
| Between 3 – 7 June 2024 | <ul style="list-style-type: none"> • Meeting with City for final preparations | 2.15(c) |
| 10 June 2024 | <ul style="list-style-type: none"> • Installation of the Exhibition | 2.8(a) |
| 13 June 2024 | <ul style="list-style-type: none"> • Judging of Art Prize • Provide names of Award recipients, no later than 3pm | <p>2.7(c) 2.7(e)</p> |
| 15 June 2024 | <ul style="list-style-type: none"> • Draft Judges Commentary, no later 10am | 2.9 (c) |
| 16 June 2024, or as agreed upon by both parties | <ul style="list-style-type: none"> • First Exhibition Tour | 2.10(b) |
| Between 15 June - 30 June 2024, if | <ul style="list-style-type: none"> • VIP Tour | 2.10(c) |

| Column 1 | Column 2 | Column 3 |
|---|---|------------------|
| Date | Requirement | Clause Reference |
| agreed upon by both parties | | |
| 16 June 2024, or as agreed upon by both parties | <ul style="list-style-type: none"> • First Exhibition Tour | 2.10(b) |
| 17 June 2024 | <ul style="list-style-type: none"> • Draft Media Release for Awards Recipients and Tours | 2.13 (f)(v) |
| 29 June 2024, or as agreed upon by both parties | <ul style="list-style-type: none"> • Second Exhibition Tour | 2.10(b) |
| 1 July 2024 | <ul style="list-style-type: none"> • Deinstallation of the Exhibition | 2.11(a) |
| 3 July 2024 | <ul style="list-style-type: none"> • Media release for People’s Choice Award | 2.13(f)(vi) |
| No later than 12 July 2024 | <ul style="list-style-type: none"> • Submit Report to City | 2.12(a) |
| No later than 26 July 2024 | <ul style="list-style-type: none"> • Evaluation Meeting with City | 2.12(b) |

| KEY DATES | |
|--|---|
| Date | Event |
| Wednesday 1 November 2023 | <ul style="list-style-type: none"> • Entries Open period opens |
| Sunday 3 December 2023 | <ul style="list-style-type: none"> • Information Session |
| Saturday 20 January 2024 | <ul style="list-style-type: none"> • “How to Write an Artist Statement” workshop |
| Friday 16 February 2024 | <ul style="list-style-type: none"> • Entries Open period closes |
| Wednesday 28 February 2024, or as agreed upon by all parties | <ul style="list-style-type: none"> • Selection Panel meets to select Finalists |
| 30 March 2024 | <ul style="list-style-type: none"> • No further changes can be made to the catalogue |
| Monday 10 June 2024 | <ul style="list-style-type: none"> • Artwork drop off by Artists, 8am-12pm |
| Monday 10 June – Wednesday 12 June | <ul style="list-style-type: none"> • Installation of the Exhibition |
| Thursday 13 June 2024 | <ul style="list-style-type: none"> • Judging of Art Prize, no later than 5pm |
| Friday 14 June 2024 | <ul style="list-style-type: none"> • Awards Presentation at Gary Holland Community Centre, 6:30pm - 9pm |
| Saturday 15 June – Sunday 30 June 2024 | <ul style="list-style-type: none"> • Art Prize 2024 Exhibition Open Wednesday to Sunday 10am – 4pm • VIP Tour (as agreed upon by both parties) |
| Sunday 16 June 2024, or as agreed upon by both parties | <ul style="list-style-type: none"> • First Exhibition Tour, after 2pm |
| Saturday 29 June 2024, or as agreed upon by both parties | <ul style="list-style-type: none"> • Second Exhibition Tour |
| Monday 1 July 2024 | <ul style="list-style-type: none"> • De-installation of the Exhibition • Artwork pickup by Artists and Buyers |
| Within 4 weeks following Monday 1 July 2024 | <ul style="list-style-type: none"> • Evaluation Meeting with City |

2.3 Curator’s Responsibilities

The Curator must:

- (a) work collaboratively with the City and the Rockingham Arts Centre Curator (as required) throughout the Term of this Agreement;
- (b) administer and coordinate the 2024 Art Prize;
- (c) provide deliverables in accordance to this Agreement;
- (d) ensure all correspondence, marketing and promotional activities from the Curator state the following, “Art Prize presented by the City of Rockingham and curated by [Name of Curator]”; and
- (e) directly liaise with all Artist on any of the Artworks entered in the 2024 Art Prize, as required by the City.

2.4 Research and Development

The Curator must:

- (a) not more than 7 days after the Commencement Date, give to the City:
 - (i) a review of the Art Prize draft entry form and the terms of conditions provided by the City (“**2024 Art Prize Terms and Conditions**”) for the 2024 Art Prize and propose any changes to the City;
 - (ii) provide the definitions and defining parameters of categories, to be approved by the City;
 - (iii) an outline of a methodology to attract high calibre professional Artists to enter into the 2024 Art Prize;
 - (iv) a strategy to attract new and emerging Artists to enter the 2024 Art Prize; and
 - (v) a written discussion on the appropriateness of a VIP tour by invitation only for potential Buyers and stakeholders to be held during the Exhibition Open period;
- (b) no later than 13 November 2023, provide to the City for approval the judging criteria for each Awards Category; and
- (c) assist the City in identifying Awards Sponsorship opportunities (if applicable).

2.5 Entries Open

The Curator must:

- (a) between 1 November 2023 and 16 February 2024 (inclusive), be aware that entries for the 2024 Art Prize are open for submissions;
- (b) promote the 2024 Art Prize to Artists through the Curator’s contacts during the Entries Open submission period;
- (c) implement the strategy to attract new and emerging Artists to enter the 2024 Art Prize;

- (d) submit for approval by the City, an outline of the information session to be held on 3 December 2023 at the Site on how to enter the Art Prize to assist Artists in the development of their concept design and Artwork including understanding the requirements for entering the 2024 Art Prize;
- (e) organise and coordinate the approved information session in Clause 2.5(d);
- (f) following the information Session in Clause 2.5(d), provide a FAQ sheet on how to enter Art Prize to be posted on the City's website, including information that was presented at the session in addition to the questions and answers that were brought up at the session to support potential Artists in submitting an entry and developing their Artwork for the 2024 Art Prize;
- (g) recommend to the City an appropriate and qualified instructor to facilitate a "How to Write an Artist Statement" workshop, including their Curriculum Vitae (CV), which will be available to any Artist entering the 2024 Art Prize; and
- (h) verify the eligibility of all Artist, in accordance with the 2024 Art Prize entry Terms and Conditions prior to the selection process, and notify the City of any ineligible entrants.

2.6 Selection of Artwork

The Curator must:

- (a) following the closing of entries distribute the entries received by the City to the Independent Panellists for reviewing prior to the Selection Panel meeting;
- (b) communicate directly with any Artists prior to the Selection Panel meeting if the Curator or Panellists need clarification about any entry submitted;
- (c) verify the Artists and Artworks eligibility that have been selected for the each Category;
- (d) develop, in consultation with the City, appropriate marking sheets to be used by the Selection Panel for the 2024 Art Prize, including specific selection criteria for each category to guide Independent Panellists in making an informed and fair decision based on the criteria of each Award Category;
- (e) effectively communicate information about the selection process with the selected Independent Panellists;
- (f) ensure that the selected Independent Panellists have committed to the requirements of selection for entries for the 2024 Art Prize;
- (g) no later than 14 days after the closing of entries or at a time mutually agreed upon by all parties;
 - (i) meet with the City and Independent Panellists for the Selection panel meeting;
 - (A). to discuss each submission for each Award Category;
 - (B). assist in the facilitation of the selection process of the Artworks to be selected for each Award Category;

- (C). select a suitable number of Artwork submissions across all Award Categories to enable the Artworks to fit and be displayed appropriately within the Site; and
 - (D). ensure that no less than 30% of Finalists are Local Residents across all Award Categories; and
- (h) select between 80 to 100 Artworks for the 2024 Art Prize, unless otherwise agreed upon by the City.

2.7 Judging of the Artworks

The Curator must:

- (a) ensure the selected Judges have a full understanding of the selection criteria marking sheet requirements and have committed to these requirements for selection of each Award;
- (b) ensure that the selected Judges have committed to the requirements for selection of each Award Category;
- (c) no later than 12pm on the Thursday before the Exhibition opens;
 - (i) meet with the City and appointed Judges at Site to conduct the Judging; and
 - (ii) ensure Judges select Award recipients for each Award Category unless previously determined by the City and the Curator that an Award does not have enough suitable Artists to select an Award recipient;
- (d) inform the Judges of the option to select one or two “Highly Commended” recipients for a First Prize category; and
- (e) provide the list of Artists who have been selected as Award recipients for each Award Category to the City, and reasons why the Award recipients were chosen in each Award Category, no later than 3pm on the same day of Judging.

2.8 Installation of Artworks

The Curator must:

- (a) install the Artworks of the Exhibition between 10 June and 12 June 2024;
- (b) provide to the City the number of any additional plinths and/or portable walls required to display the Artworks adequately;
- (c) provide the content for any didactic panels required;
- (d) provide the content for the Artist labels to accompany Artworks; and
- (e) during the Exhibition Installation period in Clause 2.8(a):
 - (i) coordinate and be present for the delivery, undertake the condition reporting and installation of Artworks to Site;

- (ii) ensure there is an appropriate staffed Exhibition Installation and De-installation Team to carry out the requirements of Clause 2.8(a) including the delivery of Artwork and condition reporting; and
- (iii) provide any equipment required for quality installation of the 2024 Art Prize, if not already provided by the City.

2.9 Awards Presentation

The Curator must:

- (a) no later than six weeks before the Awards Presentation provide to the City a list of the names and email addresses of ten (10) guests the Curator would like to invite to the Awards Presentation;
- (b) no later than 7 days before the Awards Presentation, submit to the City for review, a 5 minute Curator's speech;
- (c) no later than 10am on the day of the Awards Presentation, submit to the City for review a draft of the Judge's commentary of each Award for the Awards Presentation;
- (d) be present at the Awards Presentation and:
 - (i) present a five (5) minute curatorial speech;
 - (ii) ensure that at least one selected Judge provides a short overview of the Judging experience and commentary of the Judges' comments as the Award recipient approaches the stage to collect their Award; and
 - (iii) ensure all Award Recipients are aware of the following photo opportunities immediately following the Awards Presentation:
 - (A) individual photos with Sponsors on the stage (as required);
 - (B) a group photo including any Sponsors and Councillors on stage; and
 - (C) individual photos alongside their winning Artwork at the Site with Councillors and/or Sponsors (as relevant).

2.10 Exhibition Open

The Curator must:

- (a) be available to attend the Site within a timely manner to address any concerns by the City with the Art Prize during the Exhibition Open period;
- (b) facilitate two tours of the Art Prize on weekends during the Exhibition Open period as agreed upon by all parties and will:
 - (i) ensure at least one Judge and one to two Award recipients and/or Highly Commended Artists are available to speak at each tour;
 - (ii) encourage Finalists to attend the tours;
 - (iii) communicate and organise the tour schedule with the participating Judges; and

- (iv) make payments to the Judges for their participation; and
- (c) facilitate a VIP tour during the Exhibition Open period as agreed upon by both parties (if required).

2.11 De-installation of Exhibition

The Curator must:

- (a) facilitate de-installation of the Artworks of the Exhibition on 1 July 2024;
- (b) coordinate and be present for the condition reporting, wrapping and de-installation of all Artworks from the Site;
- (c) coordinate and be present for the removal and pickup of Artworks from the Site by Artists and Buyers between 2pm and 7pm or a timeframe as agreed upon by both parties; and
- (d) ensure there are an appropriate staffed Exhibition Installation and De-installation Team required to carry out the requirements in Clause 2.11(a) including the wrapping, de-installation of Artwork and condition reporting.

2.12 Post Event

The Curator must:

- (a) prepare and submit to the City the Report in relation to the 2024 Art Prize in the template provided by the City, due no later than two(2) weeks after the event; and
- (b) attend a debrief meeting with the City on the 2024 Art Prize and the submitted Report, no later than four (4) weeks after the end of the event.

2.13 Marketing and Public Relations

The Curator must:

- (a) assist the City in promoting the 2024 Art Prize through Curator's network during the:
 - (i) Entries Open Period; and
 - (ii) Exhibition Open Period,
- (b) update the City with the progress of who the Curator has promoted the 2024 Art Prize to during the Entries Open Period, including organisations and individuals in the Curator's network;
- (c) ensure that any marketing material produced by the Curator is approved by the City prior to distribution;
- (d) not deal directly with any media organisation without prior approval of the City;
- (e) provide a list to the City of appropriate media and advertising channels in the arts industry to promote the 2024 Art Prize, including media releases;

- (f) provide for approval by the City seven draft media releases for the 2024 Art Prize including;
 - (i) a summary on the requirements of entering the 2024 Art Prize, to be published during Entries Open;
 - (ii) a summary of the selection process and selected Finalists;
 - (iii) an Artist(s) feature;
 - (iv) an Exhibition Open feature article;
 - (v) the Awards Recipients and tours;
 - (vi) People's Choice Winner; and
 - (vii) an additional media release, as agreed upon by the Curator and the City;
- (g) assist the City with the development of the 2024 Art Prize Catalogue including:
 - (i) the provision of an example of the Curator's preferred layout design format of the artwork content and must including:
 - (A) the Artist's name;
 - (B) artwork title,
 - (C) materials;
 - (D) dimensions;
 - (E) Award Categories;
 - (F) artwork number; and
 - (G) price;
 - (ii) the supply of up to five images from the selected Finalists that will be appropriate for the catalogue cover;
 - (iii) the provision of the Curator's message including a summary of the exhibited works with to a maximum of 200 words;
 - (iv) the review and edit any Artist's statements selected for inclusion in the catalogue to a maximum of 40 words;
 - (v) the description of each Award Category to a maximum of 50 words;
 - (vi) the selection of two suitable images of Artworks to represent each Award Category;
 - (vii) the review of the content detail of each Finalist to be included in the catalogue, provided by the City; and

- (viii) the review and proof up to two drafts of the catalogue including the final draft, and
- (h) no later than 12 March 2024, ensure all content for the catalogue is given to the City, to ensure the catalogue is produced on time for the Awards Presentation.

2.14 Sub-contractors

The Curator must:

- (a) provide communication with all sub-contractors on behalf of the City;
- (b) coordination of payments to all sub-contractors;
- (c) provide a list of five suitably qualified persons including Curriculum Vitae (CV) if available, the City may choose three Independent Panellists from, that meet the following criteria:
 - (i) either a well-recognised practicing artists or an industry academic expert with professional qualification in the relevant arts field, including the reasons why the Curator considers the proposed persons suitable to sit on the Selection Panel;
 - (ii) at minimum of one person with suitable expertise, who identifies as Aboriginal and Torres Strait Islander; and
 - (iii) be made up of a cultural, gender and age diverse panel;
- (d) once the Independent Panellists have been approved by the City, ensure that the they are:
 - (i) available to carry out the work required for the Selection process; and
 - (ii) attend the Selection Panel meeting of the 2024 Art Prize in-person;and engage the Independent Panellists;
- (e) provide a list of four suitably qualified persons including Curriculum Vitae (CV) if available, that the City may choose three Judges from, that meet the following criteria:
 - (i) either a well-recognised practicing artists or an industry academic expert with professional qualification in the relevant arts field, including the reasons why the Curator considers the proposed persons suitable to sit on the judging panel;
 - (ii) at a minimum one qualified person with expertise in Aboriginal art and culture; and
 - (iii) be made up of a cultural, gender and age diverse panel;
- (f) following the City's approval of the three Judges, ensure they have committed to the requirements to judge the 2024 Art Prize including:
 - (i) being available on the Thursday prior to the official opening of the Exhibition to attend in-person for the Judging of the 2024 Art Prize;

- (ii) be available to attend the Awards Presentation on the Friday prior to the official opening of the 2024 Art Prize between 6:30pm and 9pm;
 - (iii) ensure that at least one of the Judges is available to read the Judges' comments regarding winning Artworks at the Awards Presentation;
 - (iv) ensure that at least one Judge is available to attend a tour with the Curator on a weekend as agreed upon by all parties, during the Exhibition Open, and
 - (v) engage the Independent Panellists; and
- (g) engage and provide an Exhibition Installation and De-installation Team as outlined below:
- (i) employ sufficient personnel experienced and qualified in receiving and receipting Artwork, condition reporting and Artwork installation during this period to assist in the installation of Artworks at the Site; and
 - (ii) employ sufficient personnel experienced and qualified in Artwork de-installation, condition reporting and wrapping Artworks, to assist in the de-installation of Artworks at the Site.

2.15 Meetings

The Curator must:

- (a) attend an initial meeting within 7 days from appointment, at the Site to discuss with the City the vision for the 2024 Art Prize and to view the Exhibition space for the 2024 Art Prize;
- (b) attend the Selection Panel meeting with the Independent Panellists and the City to select the Finalist Artworks;
- (c) attend a meeting with the City to discuss the final preparations for the 2024 Art Prize, including the placement of Artworks at the Site in consideration of accessibility, no more than two weeks and no later than 1 week prior to the Exhibition Open;
- (d) attend an event evaluation meeting with the City to discuss the 2024 Art Prize and the submitted Report, no later than 4 weeks after the end of the event; and
- (e) attend up to two additional meetings as determined by both parties via Zoom or in-person.

2.16 Curator Availability

The Curator must for the Term of this Agreement be available for any enquiries from the City and any Artists between 9:00am to 5:00pm, Monday to Friday by telephone or email and must respond promptly to all enquiries regarding the 2024 Art Prize.

2.17 Curator Restrictions

The Curator is not permitted to claim a commission for any Sales.

2.18 City's Responsibilities

The City is responsible for:

- (a) coordinating the following payments for:
 - (i) the Fee to the Curator in accordance with Item 4 of Schedule 1 of this Agreement;
 - (ii) all Artworks sold at the 2024 Art Prize Exhibition;
 - (iii) all Sales to the Artists;
 - (iv) the winner of the Voter's Prize; and
 - (v) any Workshops held as part of the 2024 Art Prize;
- (b) providing project management and oversight for:
 - (i) scheduling and attending all site meetings, stakeholder meetings and evaluation meeting;
 - (ii) approval of Independent Panellists and Judges;
 - (iii) approval of the Judging criteria for use by the Curator and Judges;
 - (iv) reviewing and approving all resources and materials created by the Curator, including but not limited to, marking sheets, Judging sheets, information sheets, and speech drafts;
 - (v) approving in consultation with the Curator and Independent Panellist the final selection of Artworks to be exhibited for the 2024 Art Prize;
 - (vi) coordination and management of any Award Sponsorships;
 - (vii) producing and providing the online entry form to enter the 2024 Art Prize and the online sales platform of Artwork Sales;
 - (viii) collecting and collating the entry forms during Entries Open and providing them to the Curator;
 - (ix) producing and publishing the "How to Photograph your Artwork" video onto the City's website to aid Artists in photographing their Artwork to enter into the 2024 Art Prize;
 - (x) organising and facilitating a "How to Write an Artist Statement" workshop during the Entries Open period to aid Artists in writing an effective artist statement to assist with entering the 2024 Art Prize;
 - (xi) coordinating all correspondences with the selected Artists regarding Artwork acceptance, ineligibility, important dates, labelling, packaging and delivery of Artwork for installation, the Awards Presentation, Artwork collection and evaluation survey;
 - (xii) officially notifying all entrants of selection outcomes for the 2024 Art Prize via email;
 - (xiii) officially notifying any entrants who are not ineligible for entry according to the 2024 Art Prize Terms and Conditions;

- (xiv) officially notifying any Finalists who have not adhered to all of the conditions outlined in their successful entry correspondence that their Artwork will not be exhibited;
- (xv) coordinating with all Buyers the purchasing and picking up of Artwork;
- (xvi) approval, developing, and producing all marketing and media collateral including any marketing and media developed by the Curator prior to approval;
- (xvii) promoting the event including Entries Open, the Exhibition Open and any public events associated with the 2024 Art Prize;
- (xviii) providing any plinths, hanging walls, technology, equipment, and other materials for installation of the Exhibition, as agreed upon by both parties;
- (xix) coordination and management of the Awards Presentation including invitations, processing RSVPs, staffing, volunteers, catering, photo opportunities and logistics;
- (xx) providing City staff during normal operating hours for the Exhibition Open period;
- (xxi) organising and managing a virtual tour of the 2024 Art Prize;
- (xxii) coordinating the People's Choice Award and the Voter's Prize competition; and
- (xxiii) manage any Sales of Artworks,
- (c) providing access to the Site for the Curator and sub-contractors as required; and
- (d) ensure the Site is available for three days for installation of the Exhibition between 10 June and 12 June 2024 and one day for de-installation of the Exhibition on 1 July 2024.

2.19 Cancellation of items in an event or part of the Services due to an Infectious Disease

- (a) The City may, in its absolute discretion and by written notice to the Curator, cancel any item of the 2024 Art Prize and/or part of the Services if the City determines, not to proceed with the item or Services, because of the risks posed by an Infectious Disease, including COVID-19.
- (b) If the City cancels an item or part of the Services pursuant to Part 2.19(a) above and the Curator has incurred costs or has made deposits for the preparation of the cancelled item or Services, the Curator must make reasonable attempts to obtain a refund for any incurred costs.
- (c) If the City cancels an item or part of the Services pursuant to Part 2.19(a) above and the Curator cannot obtain a refund for any incurred costs, the Curator must provide evidence of the costs incurred and evidence of the Curator's attempt to obtain a refund for the incurred costs.
- (d) The Fee will be reduced by the difference between cost of the item or part of the Services and the amount of the un-refundable incurred costs.

2.20 Termination of Agreement due to an Infectious Disease

- (a) In addition to the rights conferred by any other provision of this Agreement (including, but not limited to Clause 10.5 of this Agreement), the City may, in its absolute discretion, terminate part or whole of this Agreement by giving written notice to the Curator, if the City determines, in its absolute discretion, not to proceed with the 2024 Art Prize because of the risks posed by an Infectious Disease, including COVID-19.
- (b) If the City terminates this Agreement pursuant to Clause 2.20 (a) above:
 - (i) the Curator may retain the payments already made by the City in accordance with Item 4 of Schedule 1 Item 4 of this Agreement up to the date of termination pursuant to Clause 2.20(a) above;
 - (ii) the Curator acknowledges and accepts that the receipt of the payment in accordance with Clause 2.20(b)(i) above by the Curator represents fair and reasonable compensation to the Curator resulting from the City's termination of this Agreement pursuant Clause 2.20(a) above; and
 - (iii) the City shall have no further liability to the Curator.

EXECUTED BY THE PARTIES AS AN AGREEMENT

Between:

City of Rockingham

*sign
here*



*print
name*

date

Curator

*sign
here*



*print
name*

Date
