

**“THE ART OF THE ASHES – REIMAGINING A NEW BEGINNING” PROJECT**  
**SECTION 1 - REQUEST FOR QUOTE**

**1. Overview**

*Gladstone Regional Council*

Gladstone Regional Council (GRC) is the Local Government for the Gladstone Region. Located in Central Queensland, about 550 kilometres north of Brisbane, the Gladstone Region covers 10,506 square kilometres with a population of about 63,000 people.

More information about GRC is available at the website: <http://www.gladstone.qld.gov.au/>.

*Project Summary*

GRC wishes to create new town signage for the southern and northern entries to the Gladstone Region and at entry to each of the following communities recently affected by bush fires:

Deepwater

Baffle Creek

Rules Beach

Mount Maria

Lowmead

Mount Larcom

GRC is seeking quotations from artists who reside in the Gladstone Region to work with local artists and community members in each community to prepare a digital design to be printed on each sign. Each design will be required to meet the requirements of GRC’s Public Art Policy <https://www.gladstone.qld.gov.au/downloads/file/4023/public-art-policy> The digital designs may also be able to be used in community public art elements and marketing programs.

It is proposed that at least one workshop will be held in each of the communities, plus a workshop in Agnes Water or Miriam Vale for the southern entry sign and a workshop in Gladstone for the northern entry sign.

The Project is partly funded by Commonwealth of Australia represented by Australian Trade and Investment Commission under its Regional Tourism Bushfire Recovery Grants.

The fabrication, printing and placement of signs will be undertaken by GRC. GRC will also provide the venues and organise the workshops in consultation with the Artist.

*Project Objectives*

“The Art of the Ashes – Reimagining a New Beginning” Project aims to:

- strengthen the sense of local pride in our region, enhance community and visitor experience, capturing the energy and vibrancy of our region through welcoming town entry signage which tells our story.

- engage the community to discover more about local arts and cultural practitioners, to provide opportunity for the expression of ideas, through a collective creative process.

## 2. Requirements

<b>Description of Services required</b>	the facilitation of 8 community workshops with local artists and community members in each community and creation of a digital design for each of 8 entry signs
<b>Scope of Services</b>	as detailed in Section 2
<b>Key Deliverables and/or Milestones</b>	<p>facilitation of 8 community workshops to be held prior to 15 August 2022</p> <p>submission of 8 draft digital designs for approval by GRC by 8 September 2022</p> <p>completion of 8 digital designs by 15 September 2022</p>
<b>Site for Services</b>	<p>Community engagement hosted at various locations, as coordinated with GRC, across the identified locations:</p> <ul style="list-style-type: none"> <li>• Deepwater</li> <li>• Baffle Creek</li> <li>• Rules Beach</li> <li>• Mount Maria</li> <li>• Lowmead</li> <li>• Mount Larcom</li> <li>• Agnes Water or Miriam Vale</li> <li>• Gladstone</li> </ul>
<b>Delivery Period/dates for services</b>	Project completion: 15 September, 2022
<b>Pricing</b>	Lump sum
<b>Insurance Requirements</b>	Workers compensation insurance or similar personal accident insurance for personnel
<b>Offer Validity Period</b>	Offers must remain open and capable of being accepted by GRC for a minimum period of 60 days

<b>Contract Terms &amp; Conditions</b>	Any contract arising from this Request for Quote process will be governed by the terms and conditions of the Service Provider Agreement as contained in Section 3
--	---

### **3. Request for Quote Process**

#### **3.1 Submission of Quotation**

The Service Provider is invited to submit a quotation for the services via email to kim.marxsen@gladstone.qld.gov.au\_on or before:

Date:	Wednesday 20 July, 2022
Time:	3pm

#### **3.2 Contents of Quotation**

The Service Provider is requested to submit a quote by completing the Artist Proposal Form in section 4 and attaching all required documentation.

By submitting a quotation, the Service Provider acknowledges that the quotation constitutes an offer to supply subject to the Service Provider Agreement, capable of being accepted by GRC within the Offer Validity Period.

#### **3.3 Service Provider to Inform Itself**

- (1) Prior to submitting a quote, the Service Provider must inform itself of all conditions relating to the Services by:
  - (a) examining all information made available by GRC in the Request for Quote;
  - (b) conducting its own investigations into the risks, contingencies and other circumstances which could affect the Quote; and
  - (c) submitting questions to GRC under clause 3.3(2).
- (2) Any enquiries by a Service Provider must be directed in writing by email to: kim.marxsen@gladstone.qld.gov.au.

#### **3.4 Acceptance of Quotation**

- (1) GRC is not bound to accept the lowest or any quotation.
- (2) If a quotation is accepted, GRC will issue a Service Provider Agreement to the Service Provider and a contract will be formed when the Service Provider returns the signed Service Provider Agreement. A Purchase Order will then issue.

### 3.5 **Anti-competitive Conduct**

The Service Provider warrants that neither the Service Provider nor its personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the invitation process.

### 3.6 **Disqualifying Conduct**

A Service Provider must not directly or indirectly contact or seek to canvas support from any Gladstone Regional Council Councillor or employee. Any service provider who seeks to do so shall be disqualified from further participating in the procurement process and that Service Provider's quote will be rejected.

### 3.7 **Conflict of Interest**

By submitting a quote, the Service Provider:

- (1) warrants that the Service Provider and its personnel do not have any conflict of interest and will not place themselves into a position that may give rise to a conflict of interest, with the Service Provider's obligations under this Request for Quote or the proposed contract; and
- (2) agrees to immediately notify GRC if any conflict of interest arises after the Service Provider's quote.

## SECTION 2 – SCOPE OF SERVICES

Co-designing and creating, with communities 8 digital public art elements to be printed on town entry signage, across the Gladstone Region.

### **Project Summary**

Gladstone Regional Council (GRC) wishes to create new town signage, with public art elements, for the southern and northern entries to the Gladstone Region and at entry to each of the following communities recently affected by bush fires:

Deepwater  
Baffle Creek  
Rules Beach  
Mount Maria  
Lowmead  
Mount Larcom

The Project is partly funded by Commonwealth of Australia represented by Australian Trade and Investment Commission under its Regional Tourism Bushfire Recovery Grants.

### **Project Objectives**

“The Art of the Ashes – Reimagining a New Beginning” Project aims to:

- strengthen the sense of local pride in our region, enhance community and visitor experience, capturing the energy and vibrancy of our region through welcoming town entry signage which tells our story.
- engage the community to discover more about local arts and cultural practitioners, to provide opportunity for the expression of ideas, through a collective creative process.

### **Artist Brief**

GRC requires the Service Provider to lead the community engagement and design of 8 digital designs that will be printed on 8 town entry signs across the region.

Each design will be required to meet the requirements of GRC’s Public Art Policy - <https://www.gladstone.qld.gov.au/downloads/file/4023/public-art-policy>

The digital designs may also be used in community public art elements and marketing programs.

It is proposed that at least one workshop will be held in each of the above listed communities, plus a workshop in Agnes Water or Miriam Vale for the southern entry sign and a workshop in

Gladstone for the northern entry sign. The workshops will be used to obtain feedback and ideas from the community and stories about the communities which can inform each design.

Service Provider project deliverables are:

- Community Engagement with the impacted Communities
- Co-design with each community, the public art component to be printed on each sign, with facilitation of 8 community workshops on or before 15 August 2022
- On or before 8 September 2022 submission of 8 digital art works for approval by GRC;
- On or before 15 September 2022 provide GRC with digital art work files to be printed on town signage, and which may be used for other public artworks and in marketing

GRC's project deliverables are:

- Provide artist with sign template
- Provide the venues for workshops and organise the workshops in consultation with the Service Provider
- 
- Fabrication, printing and installation of each sign

**SECTION 3 – SERVICE PROVIDER AGREEMENT**

**“THE ART OF THE ASHES – REIMAGINING A NEW BEGINNING” PROJECT  
SERVICE PROVIDER AGREEMENT**

**Items Schedule**

1.	<b>Contract Date</b>	
2.	<b>Principal</b>	Gladstone Regional Council ABN 27 330 979 106 P O Box 29 Gladstone Q 4680 Ph: 07 49766002 Email: <a href="mailto:info@gladstone.qld.gov.au">info@gladstone.qld.gov.au</a>
3.	<b>Principal’s Representative</b>	Name: Position: Telephone: Mobile: Email:
4.	<b>Service Provider</b>	ABN  Ph: email:
5.	<b>Service Provider’s Representative</b>	Name: Position: Telephone: Email:
6.	<b>Commencement Date</b>	
7.	<b>Expiry Date</b>	_____
8.	<b>Fee</b>	

9.	<b>Service Provider's Insurances</b> (clause 10.1)	Workcover insurance or equivalent personal accident and sickness cover for all Service Provider's Personnel
10.	<b>Key Personnel</b> (clause 1.1 and clause 5.1)	

**INTRODUCTION:**

- A. The Principal proposes to create new town signage for the southern and northern entries to the Gladstone Region and each of the communities of Deepwater, Baffle Creek, Rules Beach, Mount Maria, Lowmead and Mount Larcom.
- B. The Service Provider \_\_\_\_\_.
- C. The Principal wishes to engage the Service Provider to provide the Services on the terms and conditions contained in this Agreement.

Signed on behalf of GLADSTONE REGIONAL COUNCIL;

- pursuant to *Local Government Act 2009* section 236;
- by a Council delegate, who certifies he/she is the proper officer to sign;
- in the presence of a witness:

\_\_\_\_\_  
Delegate Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Full Name of Delegate [Print]

\_\_\_\_\_  
Full Name of Witness [Print]

\_\_\_\_\_  
Date signed and witnessed



SIGNED by \_\_\_\_\_

in accordance with

section 127 *Corporations Act 2011*

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

OR:

Signed on behalf of \_\_\_\_\_

- under *Corporations Act 2001* sections 127(1) and 127(3);
- by an authorised delegate who certifies he/she is the proper officer to sign on behalf of the company

\_\_\_\_\_  
Delegate Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Full Name of Delegate [Print]

\_\_\_\_\_  
Full Name of Witness [Print]

\_\_\_\_\_  
Date signed and witnessed

Or

SIGNED by \_\_\_\_\_

**APPENDIX 1**  
**TERMS AND CONDITIONS**

**THE PARTIES AGREE AS FOLLOWS:-**

**1. Interpretation**

**1.1 Definitions**

Terms in bold type in the Items Schedule have the meanings shown opposite. The following definitions also apply:

**“Agreement”** means this agreement and all schedules, appendices and annexures to it;

**“Approved Expenses”** means any expenses as may be preapproved by the Principal in writing from time to time;

**“Claim”** includes any claim or legal action and all costs and expenses incurred in connection with it;

**“Deliverable”** means any document, data listing, photograph, drawing, recording, report, or other creation required to be delivered to the Principal by the Service Provider in order to complete the performance of the Services, including any deliverables listed in Appendix 2;

**“Fee”** means the amount payable for the performance of the Services as stated in Item 8 of the Items Schedule;

**“Force Majeure Circumstances”** means circumstances which could not have been reasonably foreseen by a party and are outside the control of either party including but not limited to act of God, severe weather event, bushfire, Government direction or pandemic;

**“GST”** means a goods and services tax imposed under the GST Act;

**“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* and related legislation;

**“Intellectual Property Rights”** means all copyright, patents, and all rights in relation to inventions, trademarks and designs;

**“Key Personnel”** means the Service Provider’s Personnel specified in Item 10 of the Items Schedule or such substituted personnel with similar skillset as may be nominated by the Service Provider and accepted by the Principal from time to time;

**“Legislative Requirement”** includes:

- (1) Acts, ordinances, regulations, by-laws, local laws, orders, awards and proclamations of the Commonwealth, State of Queensland or local government relevant to the matters the subject of this Agreement or the Services, including but not limited to Safety Laws and Environmental Laws;
- (2) certificates, licences, consents, permits, codes, standards, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services; and
- (3) Australian Standards and any other relevant standards;

**“Personal Information”** has the same meaning as in *Information Privacy Act 2009*;

**“Principal’s Agents”** means the Principal’s employees, contractors or agents;

**“Principal’s Representative”** means the person nominated in Item 3 of the Items Schedule, or such other person as the Principal may notify the Service Provider in writing from time to time;

**“Purchase Order”** means each formal order document issued by the Principal for the Services;

**“Report”** means any written report by the Service Provider to the Principal as reasonably requested by the Principal’s Representative;

**“Safety Laws”** include all laws (including but not limited to the *Work Health and Safety Act 2011* and associated regulations), Codes of Practice, and policies, corporate standards and procedures relating to work health and safety and traffic management and includes any safety management plan and any law or direction relating to COVID19;

**“Service Provider’s Personnel”** means the Service Provider’s employees, directors, sub-contractors and subcontractor’s employees or the Service Provider’s authorised agents, including the Key Personnel, and in the event the Service Provider is a sole trader, includes the Service Provider;

**“Service Provider’s Representative”** means the person nominated in Item 5 of the Items Schedule, being the person nominated by the Service Provider to liaise with the Principal in respect to the Services, or such other person as the Service Provider may notify the Principal from time to time by notice in writing;

**“Services”** means the services specified in Appendix 2;

**“Site”** means any site where the Principal requires the Service Provider or the Service Provider’s Personnel to perform the Services;

**“Specification”** means the specification for the Services contained in Appendix 2;

**“Supply”** means a supply by a party under this Agreement;

**“Term”** means the period referred to in clause 2;

**“Valid Tax Invoice”** means an invoice or adjustment note in the form required by the GST Act, identifying the amount and calculation of the GST payable in respect of the relevant payment, specifying the Purchase Order number and complying with the requirements of clause 6.4.

## 1.2 Construction

In this Agreement reference to:-

- (a) a person includes:-
  - (i) a corporation, incorporated association or government body; and
  - (ii) the legal representatives, successors and assigns of that person;
- (b) a right includes a remedy authority or power;
- (c) a gender includes all genders;
- (d) the singular includes the plural and the plural includes the singular; and
- (e) any Act includes all amendments or substitutions for that act and the regulations made under that Act.

### 1.3 Headings

Headings are for convenience only and do not affect the interpretation or form part of this Agreement.

### 1.4 Severability

If a provision contained in this Agreement is invalid or unenforceable, that provision will as far as possible be read down to the extent necessary for it to be valid or enforceable but, if it cannot be read down, it will be severed from the document and the remaining provisions will remain in full force and effect.

### 1.5 Entire Understanding

This Agreement contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

### 1.6 Governing Law

This Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

### 1.7 Weekends and Public Holidays

Where the date for doing anything under this Agreement falls on a weekend or public holiday, that thing, unless otherwise agreed, shall be done on the next business day after that weekend or public holiday.

### 1.8 Waiver

A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in the written waiver.

### 1.9 Interpretation

Nothing in this Agreement will be construed or interpreted against the Principal or to the Principal's disadvantage on the basis that the Principal prepared this Agreement.

## **2. Term**

2.1 This Agreement will commence on the Commencement Date and, unless validly terminated sooner pursuant to clause 8 or 13, will continue until the Expiry Date.

## **3. Role of the Principal's Representative**

3.1 The Principal's Representative will be the primary liaison and contact officer between the Principal and the Service Provider and is authorised to give notices and consents under this Agreement on behalf of the Principal.

3.2 The Service Provider must:

- (1) liaise with and report to the Principal's Representative about the performance of the Services;

- (2) attend meetings and provide briefings to the Principal's Representative as requested by the Principal's Representative from time to time; and
- (3) promptly comply with any reasonable direction given by the Principal's Representative from time to time about the performance of the Services.

#### **4. Provision of the Services**

- 4.1 The Service Provider agrees to provide the Services as an independent contractor in a competent and professional manner.
- 4.2 The Service Provider must provide and complete the Services and provide the Reports and attend meetings as required by the Principal.
- 4.3 In carrying out the Services the Service Provider must:
  - (1) inform itself of the Principal's requirements in respect of the Services;
  - (2) exercise due skill, care and diligence;
  - (3) consult regularly with the Principal's Representative;
  - (4) ensure the Services meet the requirements of the Specification and all Legislative Requirements;
  - (5) ensure that the Services are performed in a way which does not cause injury or death to any person or damage to any property; and
  - (6) provide all the materials, equipment and all personnel required to carry out the Services (except as otherwise provided by the Principal as set out in Appendix 2).

#### **5. Service Provider's Personnel**

- 5.1 The Service Provider must ensure that:
  - (1) the Service Provider's Personnel who are performing the Services:
    - (a) are suitably qualified and experienced to complete the Services, and provide evidence of experience and qualifications to the Principal's Representative on request, in the manner requested;
    - (b) are competent and have the necessary skills to complete the Services;
    - (c) comply with all Legislative Requirements applying to the provision of the Services; and
    - (d) at all times when performing the services have a blood/alcohol level of zero and are not affected by illicit or prescription drugs.
  - (2) where the Service Provider has nominated that certain Services will be carried out by Key Personnel, those Services are so carried out by those Key Personnel unless otherwise agreed in writing by the Principal.
- 5.2 The Service Provider must not without the prior written consent of the Principal's Representative:
  - (1) allow Key Personnel to delegate any part of the Services; or

- (2) allocate tasks not connected with the Services which will interfere with the ability of the Key Personnel to complete the Services in accordance with this Agreement.

5.3 If any of the Key Personnel are not available to perform any of the Services allocated to them, the Service Provider must immediately:

- (1) notify the Principal of the circumstances of such unavailability; and
- (2) if requested by the Principal, arrange for a replacement of that person with another

## **6. Payment**

6.1 The Principal must provide the Service Provider with a Purchase Order as required from time to time for the Services.

6.2 In consideration of the Service Provider providing the Services in accordance with this Agreement, the Principal must:

- (1) pay the Service Provider the Fee; and
- (2) reimburse the Service Provider for any Approved Expenses after the Approved Expenses are incurred by the Service Provider.

6.3 The Service Provider will submit invoices as follows:

- (1) within 7 days of Commencement Date for one half of Fee; and
- (2) within 7 days from confirmation from the Principal of satisfaction with the digital designs, for balance half Fee.

6.4 Tax Invoices must:

- (1) be addressed to Gladstone Regional Council and emailed to [invoices@gladstone.qld.gov.au](mailto:invoices@gladstone.qld.gov.au), (or such other addresses as the Principal may notify the Service Provider in writing from time to time);
- (2) include the Purchase Order number; and
- (3) separately itemise any Approved Expenses claimed.

6.5 Subject to clause 6.6 the Principal must pay Valid Tax Invoices within 30 days of issue by the Service Provider.

6.6 The Principal is not obliged to pay the Service Provider for any part of the Services until:

- (1) the Service Provider has completed the EFTSure Onboarding Supplier Process as directed by the Principal, and has completed any EFTSure verification requirements;
- (2) the Service Provider has given the Principal a Valid Tax Invoice; and
- (3) the Principal's Representative certifies that the Services covered by the invoice have been properly performed in accordance with this Agreement.

6.7 The Service Provider must promptly perform, or re-perform, any part of the Services that the Principal's Representative (acting reasonably) certifies as not having been performed in accordance

with this Agreement and the Principal may, without limiting any of its other rights, defer payment until the Principal's Representative certifies the Services have been performed as required.

- 6.8 If any invoice or any part of an invoice is disputed, the Principal will not be obliged to pay the disputed amount pending resolution of the Dispute under clause 14 or court order.
- 6.9 Payment of any amount by the Principal to the Service Provider will not constitute an admission that the Services have been properly performed in accordance with this Agreement.

## **7. Goods and Services Tax**

- 7.1 All payments under this Agreement are GST exclusive unless expressly stated.
- 7.2 If a party is required to pay GST in respect of any Supply, that party must calculate the GST by multiplying the consideration payable for the Supply by the then prevailing GST rate.
- 7.3 The recipient must, subject to the supplying party providing the recipient with a Tax Invoice and subject to clause 6.6, pay to the supplying party an amount equivalent to the GST at the time the recipient is required to make the payment.

## **8. Conflict of Interest**

- 8.1 The Service Provider must:
- (1) take all reasonable measures to ensure that the Service Provider's Personnel do not engage in any activity or obtain any interest which is in conflict with the Service Provider's ability to provide the Services to the Principal fairly and independently; and
  - (2) immediately give notice of any conflict of interest relating to the activities or interests of the Service Provider or the Service Provider's Personnel.
- 8.2 Upon receipt of notice under clause 8.1(2) the Principal may elect to immediately terminate this Agreement by written notice to the Service Provider.

## **9. Access and Safety**

- 9.1 The Principal must give the Service Provider's Personnel access to Sites controlled by the Principal as necessary to provide the Services.
- 9.2 The Service Provider must:
- (1) ensure the Service Provider's Personnel undergo any induction training and prestart meetings reasonably required by the Principal; and
  - (2) provide the Service Provider's Personnel with any required personal protective equipment, information, instruction, training and supervision to ensure their own health and safety, and to ensure their acts or omissions do not adversely affect the safety of others.
- 9.3 The Service Provider must ensure that the Service Provider's Personnel comply with:
- (1) the Safety Laws,

- (2) any directions given by the Principal's Representative; and
- (3) all rules, directions, policies and procedures including those relating to security, environment and workplace health and safety which are in effect at a Site.

to the extent they apply to the Services being provided under this Agreement.

## **10. Insurance and Indemnities**

- 10.1 The Service Provider must, at the Service Provider's cost, keep current throughout the Term (and any extension of the Term), with an insurer or insurers registered with the Australian Prudential Regulation Authority, the insurances specified in Item 9 of the Items Schedule.
- 10.2 The Service Provider must give the Principal evidence of the Service Provider's insurances (by way of certificates of currency issued by the insurer) prior to the Commencement Date and within 7 days of any required renewal.
- 10.3 The Service Provider indemnifies the Principal against all Claims for damages, loss, injury or death which may be brought against, made upon or incurred by the Principal arising from:
  - (1) any unlawful or negligent act or omission of the Service Provider or the Service Provider's Personnel in the course of performance, or attempted or purported performance, of the Services;
  - (2) any breach of contract or statutory duty of the Service Provider;
  - (3) any defect in the Services; and/or
  - (4) any infringement or alleged infringement of any Intellectual Property Rights in respect to the provision of the Deliverables;

but the indemnity will be reduced proportionally to the extent that any negligent act or omission by the Principal or the Principal's Agents or contractual breach by the Principal caused or contributed to the Claim.

- 10.4 Each indemnity in this Agreement is a continuing obligation separate and independent from the Service provider's other obligations and survives the rescission, termination or expiry of this Agreement.

## **11. Variation of Services**

- 11.1 The Principal may at any time by notice to the Service Provider vary the Services in nature, scope or timing, including but not limited to:
  - (1) increase, decrease or omit any part of the Services;
  - (2) change the character or content of any part of the Services; or
  - (3) perform additional work.
- 11.2 Where the Principal gives a notice to vary under clause 11.1 the parties will negotiate in good faith any variation of the Fee for and/or the time for completion of the varied Services. If agreement is unable to be reached the matter will be referred to resolution under clause 14.



11.3 A variation will not be binding on the parties until a variation agreement reflecting that variation is signed by the parties.

11.4 This Agreement may only be amended by written agreement of both parties.

## **12. Suspension of Services**

12.1 The Service Provider may suspend work on all or any part of the Services for the period referred to in written notice to the Principal:

- (1) if the Principal fails to pay an invoice by the due date for payment; or
- (2) in the event that the Service Provider reasonably considers it is unsafe to proceed with the Services for any period of time.

12.2 The Principal may at any time by written notice to the Service Provider:

- (1) suspend work on all or any part of the Services for a specified period; or
- (2) direct the Service Provider to recommence work on all or any part of the Services.

12.3 Where the Principal suspends work by notice under the preceding clause:

- (1) the parties will negotiate in good faith as to any reasonable compensation to be paid to the Service Provider for any additional costs that were reasonable and properly incurred by the Service Provider as a direct result of the suspension; and
- (2) any previously agreed completion dates for the Services will be extended by a period equivalent to the duration of the suspension.

## **13. Termination**

13.1 The Principal may immediately terminate this Agreement by notice in writing to the Service Provider if the Service Provider:

- (1) has failed to remedy a breach of this Agreement within the time specified within a notice to remedy given by the Principal specifying the breach;
- (2) becomes subject to any form of external administration;
- (3) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
- (4) is wound up, voluntarily or involuntarily.

13.2 The Service Provider may terminate this Agreement immediately by notice in writing if the Principal has failed to remedy a breach of this Agreement within 30 days after a notice to remedy has been given by the Service Provider specifying the breach.

13.3 Termination of this Agreement will not affect any claim or action either party may have against the other by reason of any prior breach of this Agreement and will not relieve either party of any obligation under this Agreement which is expressed to continue after termination.

13.4 Clauses 10, 14, 15 and 16 survive termination or expiration of this Agreement.

#### **14. Disputes**

- 14.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement (“a Dispute”) unless that party has complied with this clause.
- 14.2 In this clause:  
“Complainant” means the party who alleges there is a Dispute;  
“Respondent” means the party with whom the Complainant has the Dispute.
- 14.3 If a Dispute arises under this Agreement, the Complainant must tell the Respondent in writing:
- (1) the nature of the Dispute; and
  - (2) the outcome the Complainant wants; and
  - (3) what action the Complainant proposes will settle the Dispute.
- 14.4 The parties must then try to reach an agreement which will resolve the Dispute.
- 14.5 If an agreement is not reached within 2 weeks of notice under clause 14.3 the parties shall attend mediation with a mediator appointed by agreement between the parties or, failing agreement, appointed by the President of the Queensland Law Society.
- 14.6 The parties shall each pay one half of the mediator’s costs.

#### **15. Confidentiality**

- 15.1 Each party agrees not to disclose any confidential information of the other party without the prior written consent of the other party except:
- (1) to its officers, employees and advisers requiring that information for the conduct of duties of a party under this Agreement;
  - (2) in respect to the Principal to its auditors, elected councillors, Minister, or otherwise as required for local government purposes;
  - (3) as required under the *Right to Information Act 2009*; and
  - (4) as otherwise required or permitted by law.
- 15.2 Except as expressly permitted in writing by the Principal, the Service Provider must not, and must ensure the Service Provider’s Personnel do not, issue any statement or release any information relating to this Agreement or the performance of the Services.
- 15.3 Any requests from the media or other third parties about the Services should be referred to the Principal.

#### **16. Protection of Personal Information**

- 16.1 If the Service Provider collects or has access to any Personal Information in order to perform this Agreement, the Service Provider must when performing this Agreement comply with the Australian Privacy Principles under the *Privacy Act 1988* which are applicable to the Principal as an agency.

16.2 The Principal may need to collect personal information about the Service Provider or the Service Provider's Personnel, including details to establish a Service Provider account before invoices can be paid. The capture and retention of that information will be in accordance with the Principal's Privacy Policy.

## **17. Force Majeure**

17.1 Neither party will be held liable for breach of contract or any losses, damage or injury incurred by the other when performance of this Agreement is prevented by Force Majeure Circumstances.

17.2 If either party is unable wholly or in part to perform its obligations under this Agreement as a result of the occurrence of Force Majeure Circumstances, that party ("the Affected Party") will immediately give notice to the other of the details of the Force Majeure Circumstances and the impact on the Affected Party meeting its obligations under this Agreement and the parties will seek to agree arrangements and adjustments to this Agreement as necessary.

17.3 If agreement is unable to be reached the matter will be referred to resolution of the dispute under clause 14.

17.4 Unless otherwise agreed in writing, upon cessation of the Force Majeure Circumstances, both parties shall as far as practicable complete performance of their respective obligations under this Agreement.

## **18. Notices**

18.1 Any notice given under this Agreement must be in writing.

18.2 Notices by the Service Provider to the Principal must be emailed to the Principal's Representative.

18.3 Notices by the Principal to the Service Provider must be emailed to the Service Provider's Representative.

18.4 Notices shall be deemed to have been received at the time at which delivery confirmation is received by the sender.

## **19. Assignment and Subcontracting**

19.1 Neither party may assign its rights under this Agreement without the prior written approval of the other.

## **20. Intellectual Property Rights**

20.1 The Service Provider grants (and must where applicable procure that relevant third parties grant) the Principal an irrevocable, unconditional, perpetual, free of additional charge, non-exclusive, worldwide and transferable licence to exercise all Intellectual Property Rights in the Deliverables for any purpose related to the Principal's business, including but not limited to reproduction and alteration of Deliverables.

20.2 The Service Provider warrants that it is authorised to grant the rights under this clause.

**21. General**

**21.1 No partnership**

This Agreement does not create any partnership, joint venture or agency or employment relationship between the parties.

**21.2 No authority**

Neither party may incur any liability on behalf of the other party except with that other party's prior written consent.

**21.3 Costs**

Each party must pay its own costs of and incidental to this Agreement.

**21.4 Local Government Act**

The Service Provider acknowledges and accepts that the Service Provider and the Service Provider's Personnel are bound by the provisions of sections 199 and 200 of the *Local Government Act 2009* and breach of either section will constitute a breach of this Agreement.

**21.5 Counterparts and Electronic Transmission**

This Agreement may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document. The parties agree that pursuant to the *Electronic Transactions (Queensland) Act 2001*, this Agreement may be transmitted electronically and shall be formed upon both parties signing an electronic copy (including by electronic signature) whether received or transmitted by email.

**SECTION 4**  
**ARTIST PROPOSAL FORM**  
**“THE ART OF THE ASHES – REIMAGINING A NEW BEGINNING” PROJECT**

<p><b>Artist or Business Name</b></p> <p>Full name of artist as shown on Driver’s Licence or Legal Entity Name</p>	
<p><b>Registered Address</b></p> <p>As shown on Driver’s Licence or registered address of company (if applicable)</p>	
<p><b>Email Address</b></p>	
<p><b>Website or Social Media Handles</b></p>	
<p>ABN</p>	
<p>ACN (if a company)</p>	
<p>Director/s of Company (if applicable)</p> <p>As listed on ASIC Company Extract</p>	
<p>Subsidiary/Holding Company/ Parent Company/related entities (if applicable)</p> <p>Include ABN and/or ACN for each as well as any supporting information to explain the company/business structure</p>	

<p><b>Artist Statement (max 250 words)</b></p> <p>Tell us about your proposal, why you are suited to this project and why this project appeals to you. We are interested in your experience and ability to connect with regional communities If the Service Provider is a company or incorporated association please provide name(s) and detail of the experience of the personnel who would be engaged in the Project</p>

**Community Engagement**

Outline your proposed methodology for the community workshops:

**Project Dates**

Confirm that you can meet the project commencement and completion dates

- Yes  
 No

If No, please propose alternate dates:

**Project Approach**

Outline the ways that you would approach the project requirements and how you would achieve the project objectives:

**Attachments**

- Artist CV/Resume
- Fees Quote – fully inclusive of artists fees, design consultation, travel costs, etc.
- Copies of Public Liability Insurance (if applicable)
- Up to 5 images example work (jpeg, labelled with artist name. title)
- Evidence of experience in community engagement and community co-design
- Certificate of currency Workers Compensation Insurance or Personal Accident Insurance for Artist and any Artist personnel

By submitting this application, I confirm that:

- I have read and understand the conditions of Request for Quote;

- The statements in this quote are true and correct to the best of my knowledge, information and belief and the supporting material is my own work;
- I have read and understood the Service Provider Agreement and agree to the terms.

**Date:**

---