

# Treaty Art Project — Expressions of Interest

## Terms and Conditions

<b>FPA or "we"</b>	First Peoples' Assembly of Victoria Ltd (ABN 51 636 189 412), 48 Cambridge Street, Collingwood VIC 3066.
<b>Eligibility</b>	<p>We are seeking expressions of interest from Traditional Owners of Country in Victoria that currently live in Victoria to participate in the design of artwork to promote the Treaty for Victoria (<b>Treaty Art Project</b>).</p> <p>Applicants must be:</p> <ul style="list-style-type: none"><li>a) aged 18 or over; or</li><li>b) the parent or guardian of an individual who is under the age of 18,</li></ul> <p>and have capacity between May 2025 and June 2025 to prepare and provide the final artwork for the Treaty Art Project.</p>
<b>Application Period</b>	9:00AM (AEDT) on 05/04/2025 to 11:59PM (AEDT) on 22/04/2025.
<b>Application requirements</b>	<p>During the Application Period, applicants must:</p> <ul style="list-style-type: none"><li>a) Write a <i>Design proposal</i> (up to 300 words): outlining the applicant's interest in creating an original design concept and its intended connection to the themes specified by FPA, (view themes at <a href="http://www.firstpeoplesvic.org/treaty-art-project">www.firstpeoplesvic.org/treaty-art-project</a>), which will be used by FPA to promote the Treaty for Victoria, including (but not limited to) having the design featured on the Treaty (both print and digital version) between FPA and the Victorian Government;</li><li>b) complete the online submission form at <a href="https://www.firstpeoplesvic.org/treaty-art-project">https://www.firstpeoplesvic.org/treaty-art-project</a>, which includes (but is not limited to):<ul style="list-style-type: none"><li>i. <i>Design proposal</i> (up to 300 words):outlining the applicant's interest in creating an original design concept</li></ul></li></ul>

- and its intended connection to the themes specified by FPA;
  - ii. *Artist details* (up to 300 words): providing details of the applicant’s background, practice, and what Treaty means to them;
  - iii. *Portfolio*: providing up to five (5) examples of the applicant’s previous work; and
  - iv. *Confirmation of eligibility*: specifying which clan, nation or mob the applicant belongs to and where they live in Victoria; and
- c) provide any additional information as required by FPA.

**Application Limits**

Applicants may submit as many applications as they wish. However, each application must only be submitted for one (1) Assembly region (listed at <https://www.firstpeoplesvic.org/find-your-region/>):

- a) North West;
- b) North East;
- c) South West;
- d) South East; and
- e) the Metropolitan region

(collectively, “Regions”).

**Selection Process**

We are seeking to commission five (5) pieces of artwork (one for each Region). Based on the applications received during the Application Period, we may shortlist applicants and contact them by email to offer them a commission to create a proposed original design concept for the Treaty Art Project. We reserve the right to decide whether to offer a commission to any applicant.

**Commission Fee**

We will offer applicants a fee of up to AU\$8,000 (excluding GST) for each artwork commission.

**Accepting a Commission**

In order to accept the commission, applicants will be required to sign an artwork commissioning agreement (as prepared by FPA) between the applicant and FPA.

The artwork commissioning agreement will include provisions that transfer all intellectual property rights in the artwork to FPA (including the original design concept, draft versions of the artwork and the final version of the artwork) (the “**Artwork**”). However, the artwork commissioning agreement will not include provisions requiring the transfer to FPA of any Indigenous cultural and intellectual property (“**ICIP**”) rights (such as any knowledge or cultural expressions of Aboriginal or Torres Strait Islander persons or First Peoples) in the Artwork. Any ICIP in the Artwork will remain owned by the



relevant Traditional Owners or custodians and will not be used without the consent of the relevant owner(s).

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**Acceptance Date**

Applicants will be required to accept an offer of a commission from FPA within 7 days of receiving the offer from FPA.

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- 1) Information about how to submit an application forms part of these conditions. By submitting an application, applicants accept these conditions.
- 2) Applications must be received by FPA during the Application Period. An application is considered to be received at the time it is received by FPA's database and not at the time of submission by the applicant. FPA has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. FPA is not liable for any consequences of user error including (without limitation) costs incurred. Applicants who enter using multiple email addresses or aliases may be disqualified. Applicants are responsible for their own costs associated with accessing the Internet.
- 3) FPA is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible applications or correspondence due to error, omission, tampering, theft, destruction or otherwise.
- 4) Each Application will be individually judged (by a panel comprising of First Nations artists and representatives of the Promoter) based on, among other things, the following criteria:
  - a) strength and originality of the artistic vision;
  - b) connection to culture and the project themes; and
  - c) demonstrated ability to deliver work in the time provided.
- 5) Each application must be the applicant's original work. By submitting an application, applicants:
  - a) undertake to FPA that their application is not, and its use by FPA will not be, in breach of any third party intellectual property rights;
  - b) grant FPA a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to reproduce, publish and communicate and otherwise use the whole or any part of the application they have submitted for the purposes of selecting and promoting or announcing any shortlisted applicants in accordance with these Terms and Conditions;
  - c) warrant that:
    - i) they own, or have the right to license the copyright in their application, for the purposes of this Expression of Interest;



- ii) no rights have been granted to or asserted by any third party in respect of their application which would prevent the application being used for the purposes of this Expression of Interest;
  - iii) the use by FPA of their application will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy and intellectual property);
  - iv) their application does not include any content that breaks any law, infringes the rights of any third party, is obscene, offensive, discriminatory, defamatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, applicants must not include any content that involves nudity, malice or which may be defamatory or in contempt of court;
  - v) their application does not include any literary, dramatic or artistic work, or any other item in which copyright exists, unless the applicant is entitled to;
  - vi) their application contains no virus or other computer code or material embedded in it which may have a negative impact on any network or third party computer systems;
- d) agree that, other than as specified in these Terms and Conditions, the applicants will receive no additional payment, remuneration or benefit of any kind for the commission of their original design concept.
- 6) FPA may, in its sole discretion disqualify all applications from, and prohibit further participation in this Expression of Interest by, any person (including, without limitation, the winners) who:
- a) tampers with, or benefits from any tampering with the application process or with the operation of the Expression of Interest;
  - b) breaches these Terms and Conditions;
  - c) acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person in connection with this Expression of Interest; or
  - d) behaves in a manner which may harm the good name or reputation of FPA or the agencies or other parties associated with this Expression of Interest.
- 7) FPA's decision is final and no correspondence will be entered into.
- 8) If an applicant does not accept an offer of a commission by the Acceptance Date or if, after making all reasonable attempts, FPA cannot contact the applicant (or the applicant does not contact FPA) by the Acceptance Date, FPA reserves the right to revoke its offer to the applicant and offer the commission to another applicant.
- 9) FPA and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Expression of Interest, except for any liability

which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

- 10) FPA may communicate or advertise this Expression of Interest using Instagram, Facebook or any other social media platforms (**Social Media Platforms**). However, the Expression of Interest is in no way sponsored, endorsed or administered by, or associated with the Social Media Platforms. Applicants are providing their information to FPA and not to the Social Media Platforms. Each applicant completely releases all Social Media Platforms from any and all liability.
- 11) FPA may in its sole discretion cancel, terminate, modify or suspend this Expression of Interest.
- 12) The information applicants provide will be used by FPA for the purpose of the Treaty Art Project and in accordance with FPA's Privacy Policy, located at <https://www.firstpeoplesvic.org/privacy-statement>. FPA is bound by the *Australian Privacy Principles in the Privacy Act 1988* (Cth) and the Information Privacy Principles in the *Privacy and Data Protection Act 2014* (Vic).

