

Dale Harding
C/- Milani Gallery
54 Logan Road
Woolloongabba Q 4102

Letter of Agreement - Concept Design Phase

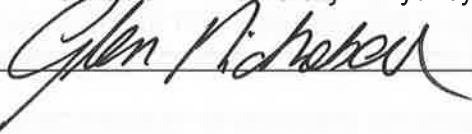
I refer to recent discussions between the University of Sydney ('the **University**') and yourself ('the **artist**'), represented by Josh Milani Gallery Pty Ltd ('the **Agent**') regarding public art opportunities in relation to the new F23 and LEES buildings ('the **project**') at the University of Sydney campus. This letter sets out the terms of engagement for the purpose of the concept design phase. These are:

1. To provide a detailed concept proposal for public artworks for up to three sites to be agreed between the parties.
2. The concept proposal shall include an approximate budget, detailed descriptions and images of the proposed works and a timeframe for delivery of the artworks. These services, proposed works and key deliverables ('**deliverables**') together with the project brief and timeframe are specified in more detail in the work plan attached to this letter ('**services**').
3. The University shall pay the artist a concept design fee of \$20 000 plus GST within 21 days of executing this letter of agreement and receiving an invoice from the Agent. This amount represents 10 percent of the overall budget of \$200 000 plus GST for the project. No other fees or expenses are payable to the artist unless otherwise agreed by the University in writing.
4. The artist shall submit the concept proposal to the University by 16 March 2018, or such later date as agreed between the parties.
5. The University will have 7 days to make any reasonable requests for variations to the concept design and if practically possible, the artist will re-submit a revised concept design within 7 days of such request.
6. Upon acceptance of the concept proposal, the parties will enter the Design Development phase, followed by the fabrication and installation of the artworks.
7. The parties agree to negotiate the terms of the agreement for the Design Development phase in good faith and acknowledge that this agreement will, at a minimum, include provisions addressing the following considerations:
 - (i) a permanent, irrevocable, royalty-free, world-wide, non-exclusive license to the University to use, reproduce in whole or in part, adapt and exploit the deliverables and associated materials of the Design Development Phase as reasonably necessary for the University's full use and enjoyment of the deliverables and associated materials, including for the purposes of promotion, publicity and critical review, but excluding exploitation for direct commercial purposes which will be subject to separate terms to be agreed with you; and
 - (ii) recognition of the artist's moral rights, provided the artist consents not to enforce any such moral rights against the University under certain agreed conditions necessary for the University's reasonable enjoyment and maintenance of any deliverables.
 - (iii) that the parties agree to consult and work together to ensure that any Indigenous cultural protocols are observed in relation to the proposed works and services.
8. If University does not accept the revised concept proposal referred to in paragraph 5, it will not be obliged to enter into the Design Development phase. However it may not execute the proposal without the direct involvement of the artist and provided the services have been provided in a diligent and proper manner in accordance with accepted artistic standards, the concept design fee is not refundable in that event.
9. The artist shall at all times retain copyright in the concept design and any related material.

10. The artist grants to the University a permanent, irrevocable, royalty-free, world-wide, non-exclusive license to use, reproduce in whole or in part, adapt and exploit the deliverables (including any artworks, materials, drafts or images forming part of the deliverables) for the purpose of the University evaluation and development of the concept stage of the project only.
1. The artist agrees that the deliverables will be the artist's sole and original work unless otherwise agreed by the University, and that the artist will not infringe the intellectual property rights of any third party when providing the services.
2. In this agreement "Confidential Information" means any information disclosed by one party to the other which is marked confidential or the receiving party ought to know is confidential, and is not public knowledge or already lawfully known to the receiving party. The parties agree to keep any such Confidential Information and all personal information received in connection with the project in strict confidence, to not disclose it to anyone and to use such information for the sole purpose of the project, provided that a receiving party may keep and disclose Confidential Information if required by law or with the prior consent of the disclosing party.

If you agree to the terms of engagement set out in this letter, please sign and return this letter of agreement.

Signed for and on behalf of the University of Sydney by its authorised officer

Signature:  Date: 5/3/2018

Signed by Dale Harding (ABN: 72 054 403 668)

Signature:  Date: 2 March 2018

Signed for and on behalf of Josh Milani Gallery Pty Ltd (ACN: 124090651) by its authorised officer

Signature:  Date: 2 March 2018

Annexure – WORK PLAN

Brief

- Develop a design concept for public art work(s) to be delivered as part of the F23 and LEES projects, in accordance with the principles of the University's draft Public Art Strategy.
- Ensure that the proposed artworks can be delivered within the agreed budget, including all costs (but excluding installation).
- Consider the potential contribution of the artworks to the ongoing development of the gateway formed by the two new buildings (F23 and LEES)

Services

- Provide creative art concept development services which reflects and extends the University's commitment to rich placemaking as part of nurturing the campus experience and welcoming the community to the campus
- Work with University representatives to ensure that the concept(s) can be delivered in the campus context, as agreed with the Campus Planning Manager
- Participate in working sessions with University representatives to agree the concept principles and general approach
- Identify to the University and agree the participation of other stakeholders and partners as part of the concept development process

Deliverables

- Written description and drawings of the proposed artwork concept with details of materials and application methods, as a basis for design development and implementation phases
- Indicative program for design development and implementation phases
- Identification of implementation tasks and indicative costs

Timeframe

- Concept development to be completed by 30 March 2018 unless otherwise agreed.

