

Artwork Agreement

EDITH COWAN STATUE

Edith Cowan Square, Geraldton

The City of Greater Geraldton's Public Art Masterplan 2025-2030 supports the commissioning of innovative, high quality, contemporary public artworks by professional and non-professional artists. The purpose of the following agreement is to outline the roles and responsibilities of the City of Greater Geraldton, the commissioning body, being the Geraldton Voluntary Tour Guides Association and the commissioned Artists with regard to the Edith Cowan Statue. The Statue is to be located in Edith Cowan Square, which is a small park located immediately adjacent to the Geraldton Courthouse and bordered by Marine Terrace, Forrest Street and Foreshore Drive, Geraldton.



Artist impression of the Edith Cowan Statue in situ, Edith Cowan Square.

THIS AGREEMENT IS MADE -

BETWEEN **Joan Walsh-Smith and Charles Smith**
(hereafter referred to as the "Artists")
Contact Address:
Phone:
Email:
ABN:



AND **Geraldton Voluntary Tour Guides Association Inc.**
(hereafter referred to as the "GVTG")
Contact Address:
Phone:
Email:
ABN:

AND **City of Greater Geraldton**
(hereafter referred to as the 'City')
Address: PO Box 101, Geraldton WA 6531
Phone: (08) 9956 6750
Email: council@cgg.wa.gov.au
ABN: 55 907 677 173

IT IS AGREED that this Agreement shall CONSTITUTE THE CONTRACT between the parties.

WITNESS that:

1. Procurement of Art

In August 2023 the Geraldton Voluntary Tour Guides Association Incorporated (GVTG) undertook to seek support from the City to commission and install a bronze statue commemorating Edith Dircksey Cowan (née Brown; 2 August 1861 – 9 June 1932) within Edith Cowan Square, Geraldton. The request included a proposal from Smith Sculptors for the creation of the artwork. The proposal was considered by the Geraldton City Council on 19 December 2023 and it was resolved that in-principle support be provided to the GVTG for the project. GVTG were also advised they were eligible to make application for the project through the City's Community Grants Program.

The GVTG were successful in their application for funding through the 2023-24 Community Grants Program - Round 30 for the amount of \$20,000. Following further fundraising efforts, the GVTG advised the City in December 2024 that they were close in reaching their required project target of \$120,000.

In December 2024 the GVTG requested from the City that the 2023-24 Community Grants Program Conditions of Funding be revised, transferring all responsibility for the ongoing maintenance and repairs of the Edith Cowan Memorial Statue from the GVTG to the City. This request was considered at the Ordinary Meeting of Council, ??? with the following resolution:

TBA



2. Contract Documents

This Contract comprises these documents, in this order of precedence –

- i) This formal Instrument of Agreement, named Artist Agreement;
- ii) Deed of Gift;
- iii) Installation and Material Report; and
- iv) Engineers Footing Drawings – Baseplate Details.

3. Maintenance and Longevity of the Work

The artwork is expected to remain free from material degradation for a minimum of 12 months or incur damage due to environmental conditions for at least two (2) years. The City reserves the right to either extend this timeframe or decommission the artwork during this time period if required.

In the event of the work being relocated or de-installed, the City will endeavour through all means practical, to contact the Artists and the GVTG to advise of the intended relocation or de-installation. During the lifespan of the work, the City will venture to contact and consult with the Artists regarding any repairs that may be required.

Following installation, the City will conduct regular site inspections of the statue to check for signs of environmental wear or surface contamination and undertake any cleaning as required. Excessive cleaning is not recommended as this impacts on the wax finish. Any cleaning should be undertaken with care using plain and gentle dishwashing soap (low suds), water and a soft brush, rinsing well afterwards with fresh water. Aggressive abrasion machine tools are not to be employed. A full clean and re-waxing of the statue (Saddle Wax) should take place at least once every six months or earlier if inspection reveals signs of significant oxidation (eg. turning bright green) or other environmental deterioration.

Graffiti (including paint, ink, or adhesives will not adhere to its wax surface) is to be removed by using a mild solvent (such as methylated spirits) on soft cloth, followed by reapplication of wax (Saddle Wax) with a soft brush.

4. Public Access and Safety

The artwork will be clearly visible to the public realm and will be designed and installed with best practice risk management so that the artwork does not present a hazard to public safety. All works undertaken on site must strictly comply with the City's Safety framework, which includes legislative and compliance processes.

5. Copyright and Indigenous Cultural and Intellectual Property



Australian Copyright Law requires all original public art to be attributed to the artist. Signage will be installed by the City adjacent the artwork. This will acknowledge the Artists, and include the title of the work and date of creation, along with historical information and acknowledgement of sponsors. Following the finalisation of the formal Artwork Agreement, ownership of the physical Artwork (the bronze statue) will vest in the City. Copyright in all graphic representations, designs, drawings, models and digital files remains with the Artists, who grant the City a perpetual, royalty-free, non-exclusive licence to reproduce images of the Artwork for non-commercial purposes (including promotion, education, documentation, and archiving).

The City recognises that any shared cultural knowledge, material, and input that may be recorded and captured during the stages of this art project may be the Indigenous Cultural and Intellectual Property (ICIP) of Yamatji Peoples who are the Traditional Owners and First People of Nhanhagardi, Wilunyu, Naaguja (the lands on which the City of Greater Geraldton stands). It is recommended that prior to the reuse of any culturally related information, permission will be acquired from the appropriate people.

6. Documentation and Promotion

Both parties agree that the artwork will be documented and promoted through numerous mediums, including but not limited to photographs, audio and video recordings and written reports, with appropriate acknowledgement of the artist.

7. Third Party Data Standard

In the event that confidential City data forms part of the contract, the Author shall ensure compliance with the City's Third Party Data Security Standard. This standard is accessible from the City website

– <https://www.cgg.wa.gov.au/business/work-with-us/supplier-information.aspx>

FURTHER INFORMATION:

Parties may direct any questions with respect to this Agreement to:

Trudi Cornish

Manager Libraries, Heritage and Gallery

trudic@cgg.wa.gov.au (08) 9956 6659



EXECUTED by the parties:

THE ARTIST/S

_____ SIGNATURE (ARTIST)	_____ JOAN WALSH-SMITH	_____ DATE
_____ SIGNATURE (ARTIST)	_____ CHARLES SMITH	_____ DATE

IN THE PRESENCE OF:

_____ SIGNATURE (WITNESS)	_____ WITNESS NAME	_____ DATE
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THE GERALDTON VOLUNTARY TOUR GUIDES ASSN. INC.

_____ SIGNATURE (PRESIDENT)	_____ JULIE CLARK	_____ DATE
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IN THE PRESENCE OF:

_____ SIGNATURE (WITNESS)	_____ WITNESS NAME	_____ DATE
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AND THE CITY OF GREATER GERALDTON

_____ SIGNATURE (DIRECTOR)	_____ FIONA NORLING	_____ DATE
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IN THE PRESENCE OF:



SIGNATURE (WITNESS)

WITNESS NAME

DATE

STANDARD AGREEMENT TERMS

- a) The Agreement constitutes the entire understanding of the parties and replaces all previous agreements or understandings associated with the Art Agreement.
- b) The Artist in signing this agreement accepts their involvement in the program, project or event is limited solely to the terms defined in this agreement.
- c) In the event that an Artist espouses or makes public comment that is counter to the community program, project or events inclusive values, the City reserves the right to terminate the agreement, withdraw naming or recognition rights for the initiative.
- d) The terms of this Agreement cannot be modified other than by further agreement in writing signed by both parties.
- e) This Agreement may be terminated by the mutual written consent of both parties. Additionally, this Agreement may be terminated at any time by the City if, in its view, any in-kind activities or content of the program are considered objectionable, politically motivated or related to commercial advertising or outcomes.
- f) Should any dispute arise concerning any matter referred to in this Agreement or arising out of it, a resolution shall be sought by discussion between the Artist and the City Representative. If agreement is not reached, the dispute shall be referred to two arbitrators, one appointed by each party. If the arbitrators are unable to agree, the dispute will then be referred to an umpire selected by the arbitrators. No further action or suit will be brought by either party until the award has first been made by the arbitrator or the arbitrators' umpire.
- g) Should it be applicable, the Artist must assess their legal obligations in connection to any responsibilities under the GST Act, the City accepts no responsibility for partner's actions in respect to GST compliance arising from this Partnership.
- h) The Artist is responsible for their own compliance with Work Health & Safety legislation. The Artist shall when on City sites or in relation to the Agreement follow City directions relating to Work Health & Safety.
- i) The Artist acknowledges and agrees to compliance with the City's Code of Business Ethics in relation to this Initiative.
- j) In the event the Artist has any involvement with children or youth related activities associate with the Agreement; the Artist shall ensure compliance with Council Policy 4.17 Child Safe Awareness.



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- k) In the event that confidential City data forms part of the contract, the Author shall ensure compliance with the City's Third Party Data Security Standard. This standard is accessible from the City website – [Supplier Information »](#)
[City of Greater Geraldton \(cgg.wa.gov.au\)](#)

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