

# EXPRESSION OF INTEREST

For design of artwork to celebrate the installation of community-owned solar panels in the Northern Peninsula Area (NPA)

## BRIEFING DOCUMENT

### About Energy Queensland

The Energy Queensland Group (ENERGY QUEENSLAND) is 100% owned by Queenslanders. As a Government Owned Corporation, we deliver electricity across Queensland through our 'poles and wires' businesses Ergon Energy Network and Energex. Our retailer, Ergon Energy Retail sells this energy to customers throughout regional Queensland. These essential service activities are also supported by a range of innovative products and services delivered by our Yurika energy services business and other market brands.

Our purpose is to safely deliver secure, affordable and sustainable energy solutions, and we remain absolutely committed to energising our communities right across the state. An increasing part in delivering on our purpose is our renewed focus on connecting with our Indigenous employees and communities.

We provide the electricity supply to a diverse range of discrete First Nations communities, both through the state-wide grid, but typically remote from the main centres, and to those on our isolated, stand-alone networks across the Gulf, up to the Cape and across the Torres Strait region.

Energy Queensland, through its energy services arm Yurika is well advanced in delivering community-owned solar systems in four of these isolated, remote communities. This solar project is an initiative of the Queensland Government with funding provided to decarbonise these remote communities by installing solar on the rooftops of Council and community-owned buildings.

As a part of this plan, we are calling for expressions of interest from First Nations artists and groups to supply us with an artwork that embodies our enduring connection to Indigenous communities across Queensland and celebrates the solar installations in their community, and produce an artwork that reflects the new installations across all NPA communities.

### More on the Decarbonising Remote Communities Project

The Queensland Government has committed to deliver renewable energy solutions in four remote Indigenous communities. The Decarbonising Remote Communities project has seen the installation of significant solar energy systems in four remote Queensland communities – Doomadgee, Mapoon, Pormpuraaw, and the Northern Peninsula Area (including Bamaga).

The project will be completed by the end of 2021 and is increasing renewable energy in these isolated communities, reducing diesel fuel consumption, delivering community benefits, and helping to drive down technology costs.

Each community has a different history, culture and traditions and will have different experience with the way they receive and understand their power supply, and this should be reflected in the design and creation of the commissioned artwork.

## EXPRESSION OF INTEREST

### For design of artwork to celebrate community-owned solar in the NPA

Energy Queensland is seeking an artwork from Aboriginal and Torres Strait Islander artists or designers for a commemorative piece that can be appropriately displayed in the NPA to celebrate the Decarbonising Remote Communities (DRC) solar installations in the community. It will, with correct permissions and agreements also can be used digitally on DRC documents, as well as other related internal and external marketing material, social media, posters and corporate communications as appropriate.

This expression of interest (EOI) is open to Aboriginal and Torres Strait Islander people who currently reside in the NPA, or who have close ties to the NPA communities.

Interested parties are invited to submit an EOI to design an original artwork for exclusive use by DRC project partners, including Energy Queensland, the Queensland Government and NPARC.

#### Key requirements

Energy Queensland will engage the successful artist to produce and design the artwork in accordance with the agreed concept design. The artist's cultural knowledge and skills will be acknowledged by Energy Queensland. The commissioning budget amount must cover the artist's fee, licencing and all costs associated with the production of the artwork. The successful submission will be selected by a panel comprising Energy Queensland, an external representative and the Queensland Government.

The key requirements of the design services will be as follows:

- The creation of an original artwork based on the initial concept.
- Be supplied in a format suitable for displaying or hanging in a mutually agreed NPA location
- Recognise and celebrate the First Nations people and culture of the NPA.
- Show the relationship between local solar / renewable energy / thriving communities
- Represent the importance of the solar power to the community.
- The artist must not infringe the intellectual property rights of, or create any obligations in connection with, any third party in the creation of their artwork.
- The artwork must be able to be used, cropped and reproduced, in whole or in part, across multiple printed and online applications.
- As a condition of the engagement of the artist and payment of the fees to the artist, the artist will maintain copyright in the artwork, however Energy Queensland will have the exclusive rights to use and reproduce the artwork for purposes related to the DRC project in the NPA, and to use in all media. (For example, on websites and social media platforms and marketing and promotional collateral related to the DRC project in the NPA). Ownership of the artwork and all reproductions will vest in Energy Queensland. Any requirements for the use of this design outside the terms of this contract must be proposed to the artist with permission sought in writing.
- The deliverables will include evidence that the prior informed consent of the owners of any traditional knowledge or traditional cultural expressions incorporated in the artwork has been obtained. Such consent must cover all agreed uses of the artwork.
- Once the artwork submission is accepted, the creative process (design component) should be at the discretion of the artist as this will be linked to cultural protocol/ practices etc.

- The engagement of the selected artist will be effected through a contract under Energy Queensland Purchase Order Terms and Conditions. Such engagement will not be deemed effective until the Purchase Order Terms and Conditions have been agreed upon and entered into.
- The artwork and other deliverables must be delivered in accordance with the following proposed delivery schedule or as otherwise agreed:
  - Initial concept to be delivered 29/11/21
  - Final artwork to be delivered by 5pm, 13/12/21.

## **Fees and Copyright**

The artist retains copyright in the artwork and Energy Queensland and its DRC partners are granted permission to use the artwork only as described in this document.

In consideration of the Fee to be paid to the respondent under this agreement, the artist grants to Energy Queensland a licence, to use and reproduce the artwork in connection with the agreed uses. For clarity, this includes the right to sub-licence, but only for the agreed uses.

Energy Queensland's expectation is that the fee for the artwork will be in the range of up to \$5,000 (exclusive of GST). As advised on page two, design, licencing and production costs must be included within this amount.

## **Contracts**

Successful Respondent(s) will be required to enter into a contract with Energy Queensland under which the artwork will be provided. The contract will commence on a date to be agreed by both parties, having regard to the proposed delivery schedule above.

## Terms and Conditions of this EOI

TERM	MEANING OF TERM															
<b>Energy Queensland</b>	Energy Queensland (ABN 96 612 535 583) of Level Six, 420 Flinders St Townsville QLD 4810															
<b>Energy Queensland Contact</b>	<table border="0"> <tr> <td>Julie Heath</td> <td>OR</td> <td>Madeleine Pavlides</td> </tr> <tr> <td>Community Engagement Manager</td> <td></td> <td>Project Manager</td> </tr> <tr> <td>Energy Queensland</td> <td></td> <td>Yurika (part of Energy Queensland)</td> </tr> <tr> <td><a href="mailto:julie.heath@energyq.com.au">julie.heath@energyq.com.au</a></td> <td></td> <td><a href="mailto:madeleine.pavlides@yurika.com.au">madeleine.pavlides@yurika.com.au</a></td> </tr> <tr> <td>Tel 0408 862 520</td> <td></td> <td>Tel 07 3851 6536</td> </tr> </table>	Julie Heath	OR	Madeleine Pavlides	Community Engagement Manager		Project Manager	Energy Queensland		Yurika (part of Energy Queensland)	<a href="mailto:julie.heath@energyq.com.au">julie.heath@energyq.com.au</a>		<a href="mailto:madeleine.pavlides@yurika.com.au">madeleine.pavlides@yurika.com.au</a>	Tel 0408 862 520		Tel 07 3851 6536
Julie Heath	OR	Madeleine Pavlides														
Community Engagement Manager		Project Manager														
Energy Queensland		Yurika (part of Energy Queensland)														
<a href="mailto:julie.heath@energyq.com.au">julie.heath@energyq.com.au</a>		<a href="mailto:madeleine.pavlides@yurika.com.au">madeleine.pavlides@yurika.com.au</a>														
Tel 0408 862 520		Tel 07 3851 6536														
<b>Release Date</b>	10/11/2021															
<b>Closing Date</b>	5pm, 17/11/21, and, if extended by Energy Queensland, the extended date.															
<b>Validity Period</b>	Response must remain valid and open for consideration by Energy Queensland for six months from Closing Date.															
<b>EOI</b>	This Expression of Interest (EOI) document.															
<b>Question Date</b>	3.00pm – 5.00pm, Monday 15 November 2021. Artists can contact Julie Heath by phone at Energy Queensland during this time to ask questions about the requirements of the EOI process and concept design submission.															
	<p>Respondent is:</p> <ul style="list-style-type: none"> <li>a. an Aboriginal or Torres Strait Islander person who currently resides in the NPA or who has close ties to the NPA community</li> </ul> <p>The Respondent has:</p> <ul style="list-style-type: none"> <li>a. the ability to design and deliver an original artwork in accordance with the requirements set out in the Briefing Document.</li> <li>b. produced an original concept that can be used in a digital artwork form that is assessed as providing value for money and a fair price to both parties.</li> <li>c. demonstrated ability to provide a high-quality artwork.</li> <li>d. shown strength and artistic merit in previous work</li> <li>e. demonstrated ability to communicate ideas consistent with the curatorial rationale and themes</li> <li>f. shown appropriateness of artistic practice to translate into the public domain</li> <li>g. included an artist statement that explains the artwork</li> </ul>															
<b>Response</b>	The Response by a Respondent to this EOI. The Response must cover off everything in the Response Template and includes the digital images and other materials submitted with the Response.															
<b>Lodgement Details</b>	Email the Response to the Energy Queensland Contact. Ensure you include <b>EOI for design of artwork for the NPA</b> in the subject line.															



## EXPRESSION OF INTEREST (EOI)

### For an artwork to celebrate community-owned solar in the NPA

#### Request for Responses

Energy Queensland seeks responses from Respondents that can meet Energy Queensland's requirements as set out in the Briefing Document.

#### Format, Submission and Validity of Responses

Responses must:

- (a) Be made on the basis that the Respondent has fully examined the EOI and all other documents provided by Energy Queensland for this EOI
- (b) Address everything outlined in the Briefing Document
- (c) Be in the form of the Response Template, and include all additional materials specified in the Response Template
- (d) Be lodged with Energy Queensland in accordance with the Lodgement Details and by the Closing Date
- (e) Be valid for the Validity Period.

#### Accompanying Story

- (a) The artist grants Energy Queensland the right to reproduce the accompanying story to accompany the artwork where the work is permitted to be used and reproduced under this agreement.
- (b) Energy Queensland must attribute the artist as the creator of the accompanying story in all materials that reproduce the accompanying story, where it is reasonably practicable to do so.
- (c) Energy Queensland agrees not to make any substantial changes to the accompanying story without the prior written consent of the artist.

#### Indigenous Cultural and Intellectual Property Rights

Energy Queensland acknowledges and respects cultural protocols of Indigenous people which may apply to the artwork.

If the artwork incorporates any Indigenous Cultural and Intellectual Property Rights (ICIP), the artist will inform Energy Queensland and Energy Queensland must (and also ensure Energy Queensland employees, staff, contractors, sub-licensees, artists must):

- (a) Comply with any restrictions on using and dealing with any ICIP about which the Artist notifies Energy Queensland
- (b) Ensure that relevant traditional owners or custodians are attributed as owners or custodians of the ICIP, in a form agreed to by the parties
- (c) Not use the ICIP for any other purpose other than as part of the artwork and the purpose in which the artwork was provided to Energy Queensland
- (d) Energy Queensland agrees that in the event of the death of the artist while this agreement is in place, this agreement will continue, however with respect to the ICIP rights contained in the artwork, the artist will discuss ongoing use of the artist's name, likeness and biography in connection with the artwork with that artist's next-of-kin and Energy Queensland must comply with any restrictions or directions required by the next-of-kin in order to respect ICIP rights.

## **The rights of Energy Queensland**

Without limiting any of its rights at law or otherwise, Energy Queensland reserves the right in its absolute discretion to:

- (a) Vary the terms or contents of this EOI, including but not limited to varying the structure and timing of the EOI process
- (b) Seek clarification from all or any Respondent
- (c) Consider alternative or non-conforming responses
- (d) Suspend the EOI or its requirements or suspend the EOI process or any part of it
- (e) Issue another EOI in respect of the same subject matter
- (f) Accept or reject any response received after the closing date or accept or reject any response that does not comply with this EOI
- (g) Accept more than one response in respect of this EOI
- (h) Negotiate with any respondent and enter into any contract for the provision of some or all the services and deliverables in the Briefing Document on such terms as Energy Queensland in its absolute discretion sees fit and without the requirement to give prior notice to any other respondent
- (i) Negotiate with any individual, person or entity (whether that individual, person or entity has provided a response) and enter into any contract for the provision of some or all the services and deliverables in the Briefing Document on such terms as Energy Queensland in its absolute discretion sees fit and without the requirement to give prior notice to any other respondent.

## **The rights of the successful artist**

### **Moral Rights**

- (a) Energy Queensland acknowledge the existence of the artist's moral rights in the Artwork and agree to attribute the Artist as the creator of the Artwork.
- (b) Energy Queensland will use its best endeavours to attribute the artist as the creator of the artwork, using the information provided in the response, including allowing Energy Queensland to attribute the artist in a form and manner acceptable to Energy Queensland.

### **The Artist warrants that:**

- (a) the artwork will not cause offence or embarrassment to traditional owners or others due to containing sacred or culturally sensitive material.
- (b) if the artwork tells or depicts any traditional stories that are owned by specific traditional custodians, the artist has the right to tell or depict those traditional stories in the artwork; and
- (c) the artist has the cultural authority (including permission from traditional owners where required by cultural law) to share ICIP in the artwork and grant the permission under this agreement, which includes making that ICIP available to a wide audience.

## Additional Terms and Conditions of this EOI

In submitting your response, you agree to be bound by the following EOI terms and conditions:

- (a) All or any questions in response to this EOI must be received by the Energy Queensland Contact by the Question Date
- (b) All communication in respect of this EOI must be directed to the Energy Queensland Contact
- (c) Energy Queensland owns all intellectual property rights and copyright in this EOI. This EOI may only be used for preparing a response.
- (d) All responses become the property of Energy Queensland on submission, however, the intellectual property rights in a response remain the property of the Respondent. Energy Queensland may retain, use, disclose and copy the response and the information contained in it for any purpose relating to the EOI process
- (e) Best value for money does not necessarily equal the lowest price
- (f) Nothing in this EOI is or will be construed to create a binding contract in any form between Energy Queensland and any Respondent
- (g) You are responsible for all your own costs and expenses in preparing your response and Energy Queensland is not responsible for any costs, expenses, claims, losses or loss of profit whatsoever
- (h) Energy Queensland is not liable for incorrect or incomplete information
- (i) Your response remains valid and open for consideration by Energy Queensland for the Validity Period
- (j) If you identify an actual or potential conflict of interest you will notify Energy Queensland as soon as possible
- (k) Energy Queensland will evaluate the responses against the Evaluation Criteria
- (l) Energy Queensland will keep all responses confidential, except where disclosure is required (i) to exercise its rights under clause (d) above; (ii) to comply with a Government Information (Public Access) Act (GIPA) request; (iii) or authorised by law; or (iv) is in the public domain other than due to a breach of this clause
- (m) The nature and form of the contract for any successful Respondent (if any) in response to this EOI will be determined by Energy Queensland at a later date and will be provided to the successful Respondent (if any).

## EXPRESSION OF INTEREST

### For an artwork to celebrate community-owned solar in the NPA

#### Response Template

Respondent details

<b>Respondent Name</b>	
<b>ABN</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	

If the Respondent is an organisation, please provide details of contact person for liaison and notice.

<b>Contact Name</b>	
<b>Title / Salutation</b>	
<b>Phone</b>	
<b>Email</b>	

## Response

Please address all the criteria in the space provided. When complete, please print, sign and submit the response, together with any relevant attachments you have listed below, in accordance with the Lodgement Details on page four of this EOI.

Criteria	Response
<p>The Respondent is:</p> <p>A. an Aboriginal or Torres Strait Islander person who currently resides in the NPA or who has close ties to the five NPA communities</p> <p><i>Please list any documents you are relying on to demonstrate your compliance with this criterion and attach them as part of your Response. Please also include a brief resume, or a statement or a short biography (up to 200 words).</i></p>	

Ability to design and deliver original artwork in accordance with the requirements set out in the Briefing Document.

*Please indicate your ability to deliver on all requirements for the artwork as listed in the Briefing Note.*

<p>Price and value for money.</p> <p><i>Please indicate your proposed fee structure for providing the artwork, and any other proposed commercial terms.</i></p>	
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<p>Demonstrated ability to provide high quality artwork.</p> <p><i>Please list in this section all documents and images you are providing and attach them as part of your response.</i></p> <p><i>Please provide:</i></p> <ol style="list-style-type: none"><li><i>1. referee contact details for a person or organisation you have provided or sold an artwork to, previously or currently.</i></li><li><i>2. Up to 5 x high resolution digital images of your previous work.</i></li><li><i>3. Up to 5 x high resolution digital images of your concept work.</i></li></ol>	
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## Confirmation

I confirm that:

1. The information provided in this response (including attachments) is complete and correct.
2. The response remains valid and capable of acceptance by Energy Queensland for the validity period specified on page one of this Expression of Interest (EOI).
3. I have read and understood and agree to the conditions and the associated information contained in this EOI.
4. I will treat all communication with Energy Queensland as confidential and will not disclose the contents without Energy Queensland's written consent.
5. To the best of my knowledge, there is no undisclosed conflict of interest which relates to the EOI.
6. I have the right power and authority to submit this EOI and enter into a contract based on this EOI.
7. I am responsible for all costs and expenses related to the preparation and lodgement of this response, any subsequent questions, presentations or negotiation, and any other actions or responses in relation to this EOI.
8. Where this response is submitted on behalf of an organisation:
  - a. I confirm my organisation is solvent.
  - b. I give confirmation of points one to eight listed here on behalf of my organisation
  - c. I am duly authorised to give confirmation of points one to eight listed here on behalf of my organisation.

Signature .....

Print Name .....

Date .....

Official Position .....

(where Respondent is an organisation e.g. Chairperson, Treasurer, Committee Member etc)