QUEEN'S WHARF BRISBANE

Artists Expression of Interest Guideline
INTRODUCTION

The purpose of these guidelines (EOI Guideline) is to:

• provide a description of the Queen’s Wharf Brisbane project and proposed art commissions;

• set out the terms and conditions of the ‘Artist Agreement’ (Artist Agreement) that will govern the successful artists’ performance of the proposed scope / commission(s);

• set out the conditions of participating in the Expression of Interest (EOI) process to be complied with by the artists; and

• set out the information to be submitted at each stage of the EOI process.

Terms that are capitalised in this EOI Guideline but not otherwise defined have the meaning given in the Artist Agreement.
A new world-class integrated resort development is being constructed that will put Brisbane on the map as a tourism, leisure and entertainment destination.

Expected to open from 2022, Queen’s Wharf Brisbane will transform the CBD and river’s edge with an iconic design that embraces Brisbane’s inviting subtropical climate and celebrates the precinct’s Indigenous and European heritage with interpretive trails and experiences spanning the Brisbane River and Ridgeline.

Destination Brisbane Consortium (DBC) is delivering the $3.6 billion development, which covers more than 12 hectares in the CBD.

The new Queen’s Wharf Brisbane precinct will transform an underutilised area into a breathtaking and vibrant oasis for locals and visitors, blending beautifully repurposed heritage buildings with stunning contemporary architecture.

www.queenswharfbrisbane.com.au
BACKGROUND

OBJECTIVES AND OUTCOMES
As part of the Queen’s Wharf Brisbane development, DBC will commission a number of contemporary Australian artists to produce artwork inspired by the QWB Public Art and Heritage Interpretation Strategies as set out in Appendices 1, 2 and 3.

The key objective of the art commissions is to support the creation of a unique, internationally recognised destination for Brisbane through art that is innovative, future focused, respectful, celebratory, Queen’s Wharf Brisbane specific and uniquely Brisbane.

The successful artists will be selected through a three-stage process by a panel formed by three-stage process by representatives from the Consortium’s partners – The Star Entertainment Group, Far East Consortium International Ltd, and Chow Tai Fook Enterprises Ltd (the Panel) – as well as the State of Queensland. The panel will receive expert counsel from a ‘Specialist Artistic Advisors’ group.

SITE LOCATION
The Queen’s Wharf Brisbane development site extends 1 kilometre along the Brisbane River from the Victoria Bridge to Alice Street and is bounded by George Street.

There are numerous artwork sites identified within the Queen’s Wharf precinct through the Public Art Strategy including:

1. George Street Atrium
2. William Street Porte Cochere
3. Printery Courtyard
4. Queens Wharf Road
5. Old Morgue
6. Queens Wharf Plaza
7. The Landing

Refer to Appendix 4 for a detailed schedule of fees for shortlisted artists and artwork budgets.
SELECTION PROCESS

The selection process for the art commissions will occur in three stages.

STAGE 1 – EXPRESSION OF INTEREST

Submitting an EOI is the first stage of the process (Stage 1 EOI). At this stage we are only seeking a brief written concept proposal. See the submission requirements section below for information on how to register a Stage 1 EOI.

- Stage 1 EOIs must be received no later than 9.00am 17 May 2021.
- Stage 1 EOI submissions must comprise a completed Stage 1 Deed Poll (refer to Appendix 5) and supporting documentation.
- These EOI Guideline terms will govern Stage 1 of the EOI process. By submitting the Stage 1 Deed Poll, the artist is agreeing to these EOI Guideline terms as they apply to the Stage 1 EOI Submission.
- A shortlist of up to three artists, for each artwork site, will be selected from the Stage 1 EOI.
- No fees will be paid for the Stage 1 EOI.
- Unsuccessful artists will be notified via email.
- Decisions by DBC and the Panel are final. No further communication will be entered into with applicants regarding the outcome.

STAGE 2 – SHORTLISTED ARTISTS

- Up to three (3) artists for each artwork site will be shortlisted for Stage 2.
- These shortlisted artists will be required to submit a Stage 2 Deed Poll (refer to Appendix 6) and a detailed concept design based on their concept proposal outlined in the Stage 1 EOI.
- These EOI Guideline terms will govern Stage 2 of the EOI process. By submitting the Stage 2 Deed poll, the artist is agreeing to these EOI Guideline terms as they apply to the Stage 2 EOI Submission.
- A proposal fee will be paid by DBC to each shortlisted artist in accordance with these EOI Guidelines. Refer to Appendix 4 for an outline of the proposal fees associated with various sites.
- Artists will be required to nominate within their Stage 2 submissions the anticipated remuneration fee which is part of the artwork budget for each site.
- The concept designs must address the Public Art and Heritage Interpretation Strategies. Refer to Appendices 1, 2 and 3.

STAGE 3 – SELECTION AND COMMISSIONING

- The Panel will select one artist from the Stage 2 shortlisted artists for each site.
- Each successful artist will be required to enter into an Artist Agreement with DBC, which outlines standard terms, including those relating to copyright, moral rights, public liability and professional indemnity insurances. Refer to Appendix 7.
- An artist will not be formally selected and Work commissioned by DBC unless and until an Artist Agreement has been signed by DBC and the relevant successful artist.
- Each successful artist will be required to work in consultation with the QWB architects and landscape architects according to these EOI Guidelines to deliver the work on time and in line with budget, installation requirements and the specific site requirements of the Managing Contractor.
- Each successful artist will be paid a fee agreed by DBC at the time of executing the Artist Agreement in accordance with the terms of the Artist Agreement.
- This payment will be made to the successful artist across a minimum of three separate instalments paid upon:
  - both parties having signed the Artist Agreement;
  - delivery of the Works and Services to the Site; and
  - the Date of Completion.

Further milestone instalments may be required depending on the particular art site scope.

Shortlisted artists and the successful artists will be responsible for covering their own travel costs to attend site visits and meetings.
EOI SUBMISSION REQUIREMENTS

STAGE 1
Shortlisted artists will be asked to submit the completed Stage 1 Deed Poll via email to the email address set out in that document, by which the artist:

• provides a 300-word concept proposal;
• accepts the EOI Guideline terms, including in relation to intellectual property rights and moral rights;
• indicates its acceptance of the Artist Agreement terms and conditions and intention to be bound by those terms in the event the artist is successful in Stage 3 of the EOI process; and
• attaches the following additional information:
  - CV of recent work, including two referees;
  - examples of up to four previous relevant works, noting artwork date and location;
  - information about any existing or potential conflicts of interest and the process for mitigating against any risks.

STAGE 2
Shortlisted artists will be asked to provide the completed Stage 2 Deed Poll via the method set out in that document, by which the artist:

• accepts the EOI Guideline terms, including in relation to intellectual property rights and moral rights;
• indicates its acceptance of the Artist Agreement terms and conditions and intention to be bound by those terms in the event the artist is successful in Stage 3 of the EOI process; and
• attaches the following additional information:
  - a detailed concept design including plans, elevations, and sections at 1:20 scale with specific details of materials, finishes and maintenance requirements, plus 3D images;
  - details regarding the installation of the work, structural support and building services;
  - verification of commitment to DBC timeline for completion (refer to the timeline in Key Dates below);
  - detailed budget breakdown including design and installation fees, materials, transport; and
  - evidence of current insurance cover, including workers compensation insurances (required by law) and Public Liability and Professional Indemnity insurances.

KEY DATES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1 - Invite Expressions of Interest from artists</td>
<td>5 weeks</td>
<td>13 April 2021</td>
<td>17 May 2021</td>
</tr>
<tr>
<td>Shortlist</td>
<td>4 weeks</td>
<td>17 May 2021</td>
<td>8 June 2021</td>
</tr>
<tr>
<td>Stage 2 - Announce Shortlist</td>
<td>1 day</td>
<td>8 June 2021</td>
<td>8 June 2021</td>
</tr>
<tr>
<td>Shortlisted artists prepare concepts</td>
<td>5 weeks</td>
<td>8 June 2021</td>
<td>12 July 2021</td>
</tr>
<tr>
<td>Stage 3 - Review Concepts and announce successful artist</td>
<td>8 weeks</td>
<td>12 July 2021</td>
<td>6 September 2021</td>
</tr>
<tr>
<td>Developed Design</td>
<td>6 weeks</td>
<td>6 September 2021</td>
<td>18 October 2021</td>
</tr>
<tr>
<td>Design review and approval by DBC</td>
<td>2 weeks</td>
<td>18 October 2021</td>
<td>1 November 2021</td>
</tr>
<tr>
<td>Procurement and off-site fabrication</td>
<td>26 weeks</td>
<td>1 November 2021</td>
<td>April 2022</td>
</tr>
<tr>
<td>Installation rough in</td>
<td></td>
<td>June 2022</td>
<td></td>
</tr>
<tr>
<td>Installation finalisation and commissioning and protective hoarding</td>
<td></td>
<td>September 2022</td>
<td></td>
</tr>
</tbody>
</table>
CONFIDENTIALITY

All submissions will be treated as strictly confidential between DBC and the artist except to the extent DBC is required to disclose such submissions to the Panel, principal contractors and consultants of DBC, a specialist artistic advisor in the selection process or a regulatory authority.

These EOI Guidelines remain the confidential information of DBC and must not be used for any purpose other than the purpose of preparing a response to the EOI. The EOI Guidelines must not be disclosed to any party other than a party who is assisting the artist in preparing an EOI response (and the artist must ensure that party’s adherence to these obligations of confidentiality).

The artist must not make press or other announcements or releases relating to these EOI Guidelines and the transaction the subject of these EOI Guidelines without the written approval of DBC unless and to the extent that the announcement or release is required to be made by the artist by law or by a stock exchange.

INTELLECTUAL PROPERTY

The artist warrants that it is the owner of the Artist Intellectual Property. Nothing in this EOI process transfers ownership of the Artist Intellectual Property to DBC. The artist grants to DBC an irrevocable, assignable, non-exclusive, royalty free, transferrable, perpetual licence to use, reproduce, modify and adapt the Artist Intellectual Property for any purpose, including to make any modifications, repairs, operations, alterations, restorations, improvements, maintenance or redevelopments to the Works in the future. This licence includes the right to sub-licence.

DBC is the owner of all Intellectual Property Rights in all things produced or developed by the artist in the course of providing a Stage 1 EOI submission and/or a Stage 2 EOI submission, including all documents incorporated into or attached to a Stage 1 Deed Poll or Stage 2 Deed Poll. To the extent necessary to effect this, the artist assigns such Intellectual Property Rights to DBC.

By participating in Stages 1 and Stage 2 of this EOI process, the artist agrees:

- not to infringe the Intellectual Property Rights, Moral Rights or any other rights of any person; and
- obtain ownership of all Intellectual Property Rights necessary to provide a Stage 1 EOI submission and/or a Stage 2 EOI submission.

MORAL RIGHTS

The artist unconditionally and irrevocably agrees not to enforce any of the Moral Rights that the artist may have in any component of the artist’s Stage 1 EOI submission and/or Stage 2 EOI submission, including all documents incorporated into or attached to a Stage 1 Deed Poll or Stage 2 Deed Poll. The artist acknowledges and agrees that DBC and any of DBC’s licensees, successors in title and authorised users may use, adapt, change, relocate, demolish or destroy the whole or any part of any documentation, building, structure or any other work produced during the performance of, or as a result of, the EOI submissions in any way (including any way which could otherwise infringe the Moral Rights of the Authors of the works the subject of the EOI submission).

The artist acknowledges and agrees that DBC and any of DBC’s licensees, successors in title and authorised persons do not have to provide any attribution of the artist with any reproduction of any component of the artist’s Stage 1 EOI submission and/or Stage 2 EOI submission.

The artist must promptly obtain and provide to DBC, upon being selected to proceed to Stage 3 of the EOI process and entry into an Artist Agreement with DBC:

- a Moral Rights Consent in relation to the works the subject of the EOI submission;
- any Moral Rights Consents from other Authors engaged by the artist or by the artist’s sub-contractors in relation to the Services or the Works before such persons are involved in the provision of the Services or the Works; and
- such additional consents as DBC may reasonably request the artist obtain from time to time.

The artist must ensure that any Moral Rights Consent is genuinely given and not obtained by duress or by the making of any false or misleading statement and not make representations to any author that is inconsistent with this clause or the Moral Rights Consent.

RESERVED RIGHTS

DBC reserves the right to alter and/or cancel this EOI process and call for further submissions should the responses be deemed unsatisfactory or insufficient.
TERMS & CONDITIONS

EVALUATION OF SUBMISSIONS

DBC and the Panel:

• have absolute discretion in relation to the evaluation of submissions and artists;
• may accept a conforming submission or a non-conforming submission;
• are not bound to accept the lowest priced submission;
• may reject or refuse to consider any or all of the submissions; and
• may, after an evaluation of the submissions, decide not to enter into any Artist Agreement relating to proposed art commissions.

DBC may decide not to accept any submission and to recall submissions. If submissions are recalled, DBC, in its discretion, may invite any or all of the artists to make a new submission where appropriate.

A submission will not be deemed to have been accepted and no contract in respect of the proposed art commissions arise between any artist and DBC until the successful artist and DBC formally execute an Artist Agreement.

Any submission must be in strict accordance with this EOI Guideline. Any submission not constituting a fully conforming submission may be regarded by DBC and the Panel as informal and rejected at DBC’s and the Panel’s absolute discretion.

NO OBLIGATION TO PROCEED WITH EOI PROCESS

DBC may, in its absolute discretion:

• abandon, suspend, delay, cancel or not otherwise proceed with the EOI process at any time and without providing any reason or notice to artists;
• award one or more Artist Agreement(s) in respect of all or part only of the requirements covered by the EOI Guideline;
• structure the EOI process as it sees fit and alter or amend the content, process, timing and/or structure of the EOI process at any time;
• procure the whole or any part of the envisaged Artist Agreement by any other means it sees fit (including by way of a new procurement process);
• proceed with the EOI process if only one submission is received;
• change its requirements in respect of the envisaged Artist Agreement or the EOI process at any stage, including adding to or amending the proposed scope / commissions, information, terms, procedures, or evaluation criteria set out in this EOI Guideline;
• change any of the Key Dates;
• select any artist based on its submission and invite it to participate in the next stage of the EOI process;
• accept or reject any or all submissions at any time and/or for any reason;
• allow any artist to amend, alter, add to or otherwise change its submission at any time, without being obliged to disclose the same to any other artists or to offer or accept any amendments, alterations, additions or other changes from any other artist;
• enter into any form of contractual arrangement with any one or more artist, without any announcement or prior notice to any other artist;
• change the scope or term of the Artist Agreement or any ancillary arrangement relevant to the Artist Agreement;
• waive any or all of its rights set out in this EOI Guideline, waive any non-compliance by any artist with any requirement of the EOI Guideline and/or waive any irregularities or informalities in the EOI process;
• make available any information (including any submission) to any of its employees, officers, consultants, suppliers, related body corporates or advisers as it sees fit; and
• take such other action as it considers, in its absolute discretion, appropriate or necessary in relation to the EOI process.

If DBC elects not to proceed or continue with an EOI process:

• DBC’s Intellectual Property Rights and Moral Rights in all things produced or developed by the artist in the course of providing a Stage 1 EOI submission and/or a Stage 2 EOI submission, as applicable, will remain unaffected;
• DBC reserves the right to negotiate separately outside of the EOI process with any or all of the artists or any other third party; and
• DBC will not be liable for any costs, expenses or loss to or incurred by an artist, including any costs of preparing a submission.

DBC and the artist are deemed to agree and acknowledge that neither of them intend that any kind of contract or legal relationship is formed between them under or in connection with the EOI process, unless and until DBC and the successful artist formally execute the Artist Agreement.
TERMS & CONDITIONS

DECISION OF DBC AND THE PANEL TO BE FINAL

Any decisions made by DBC and/or the Panel in relation to any aspect of the EOI process are final.

DBC and the Panel are not required to provide any reason or explanation for any decision that are made in relation to a submission or the EOI process.

An artist is not entitled to challenge or dispute any decision by DBC or the Panel in any way connected with a submission or the EOI process. No further correspondence will be entered into.

COST OF SUBMISSIONS

DBC is not responsible for any costs and expenses incurred by artists arising out of or in connection with the EOI process including, but not limited to, any site investigations, attendance at meetings, any alternative submission and providing any additional information required by DBC, which may or may not lead to the execution of the Artist Agreement. All such costs will be borne entirely and exclusively by the artist.

STAGE 2 PROPOSAL FEE PAYMENT

Should the artist be successfully selected to participate in Stage 2 EOI process, DBC will, within 30 days of the artist being notified of their selection, pay the artist the amount set out in Appendix 4 relevant for the particular art site.

NO LIABILITY

DBC and the Panel shall not be liable to the artist or any of its personnel in respect of any action, suit, claim or demand whatsoever brought by the artist on grounds relating to DBC’s acceptance, consideration, or evaluation of any submission or relating to the EOI process. If, notwithstanding this statement, DBC or the Panel is found liable in any respect to an artist in relation to the EOI process generally then such liability shall be limited to $1.00.

This EOI Guideline exclusively governs the EOI process initiated by DBC in respect of the proposed art commissions set out in Appendix 4.
APPENDICES

APPENDIX 1
Art Strategy

APPENDIX 2
Foreshore (Sub-precincts 1C, 1D, 1E and 4A) Heritage Interpretation Strategy

APPENDIX 3
Ridgeline Heritage Interpretation – Non-Indigenous Strategy

APPENDIX 4
Art Integration Summary of Sites

APPENDIX 5
Stage 1 Deed Poll

APPENDIX 6
Stage 2 Deed Poll

APPENDIX 7
Artist Agreement