

# **REQUEST FOR PROPOSAL**

**RFQ2425/008 Noongar Curator (3 years)**

**Closing date: 16 October 2024**

**BUNBURY  
REGIONAL  
ART  
GALLERY**

**WILGER  
MIA**



# 1 Introduction

The City of Bunbury and Bunbury Regional Art Gallery (BRAG) is seeking to engage an emerging curator for a term of three years.

BRAG will support a resident Aboriginal curator for three years and empower them to develop and present the '25 and '27 Noongar Country Exhibitions. The resident Curator will receive mentorship from professionals in the industry, as chosen by the Curator and the BRAG Aboriginal Reference Group. The Curator will nurture and celebrate the relationship BRAG has developed with the Aboriginal arts community over the past 22 years through Noongar Country, a vital event that brings contemporary Aboriginal art, living culture, and voice to the broader community of WA, Australia, and the world.

The Curatorial Development Program is designed to provide a pathway for an emerging Aboriginal curator to work in the gallery, in addition to enhancing capacity for employment in the sector for the resident in the future. By extension, Aboriginal artists working in our region will benefit from enhanced curatorial services, with the intention of supporting their professional development as well. The resident will also be responsible for developing educational opportunities, such as artists talks and workshops, in conjunction with the Noongar Country Exhibitions, as well as working with artists in developing relationships in the year between the two exhibitions.

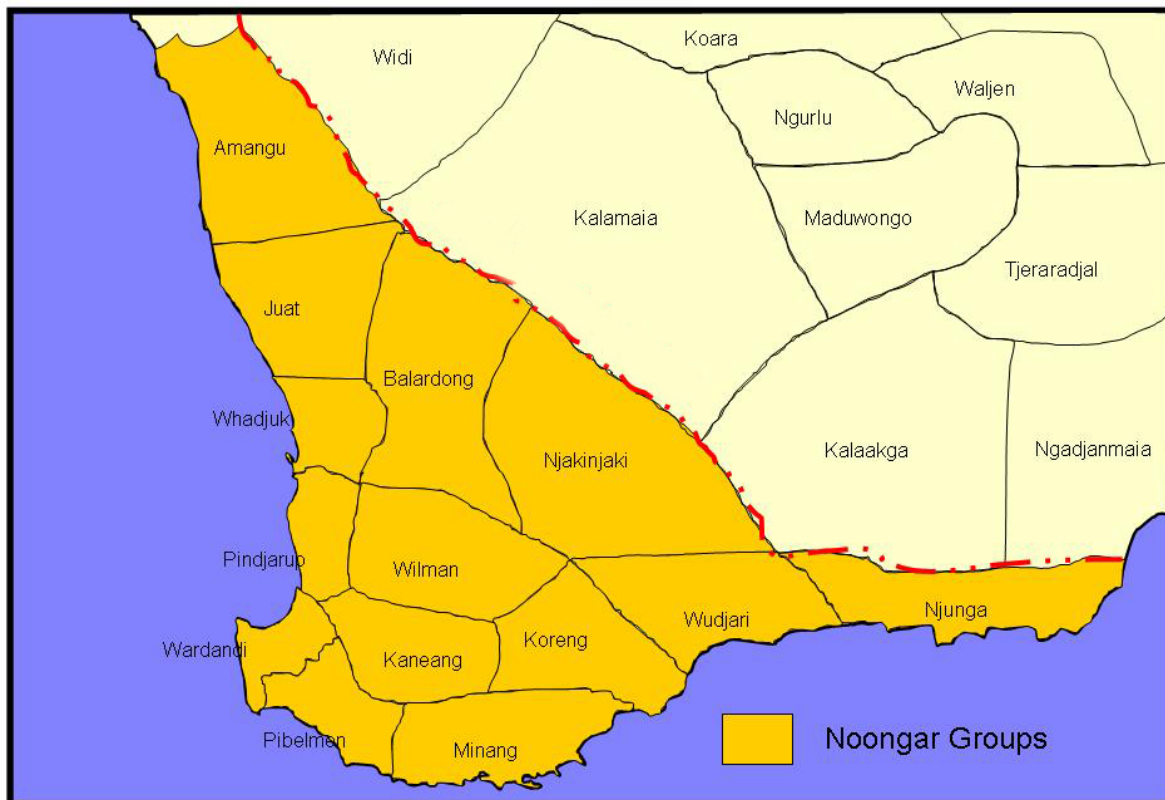
# 2 Key Responsibilities

- Liaise with City of Bunbury Aboriginal Reference Group to identify a Mentor to receive professional guidance and ongoing support, either year to year, or for the three-year curatorial development tenure.
- Identify Professional Development opportunities to participate in.
- Community Engagement. Engage with new, established and potential artists to encourage participation. This might include personal visits to artists within the whole area of Noongar Boodja (see map).
- Deliver two professional exhibitions (2025 and 2027) based on your design and curatorial premise.
- Choose exhibition theme and develop visual identity.
- Assist artists in the application process when required (i.e. deliver hard copies if necessary, explain forms required). Process and monitor applications and follow-up on incomplete entries.
- Maintain and update artist records.
- Assist in installation and exhibition design.
- Assist in the design, editing and proofing of exhibition catalogues.
- Write catalogue essays, plus a didactic statement for display in the gallery.
- Assist in the pick up and delivery of artworks and their return at the end of the exhibition.



- Assist in the organisation of the award/opening events.
- Work closely with a Curatorial Mentor and the BRAG team on all aspects of the exhibition.
- Develop educational and community programs and opportunities (including but not limited to, workshops, artists talks, curator tours etc), with the assistance of Gallery staff.
- Establish and grow relationships with other Galleries for purposes of touring part of Noongar Country exhibitions.
- Work under and with curatorial and professional arts development mentor as chosen by Curator and Aboriginal Reference Group.
- Organise and run an activity (such as art market, pop up exhibition etc) in consultation with Community in the year between Noongar Country exhibitions (2026)

### ABORIGINAL GROUPS OF THE SOUTH WEST OF WESTERN AUSTRALIA



## 2.1 Noongar Country Exhibition

This exhibition is extremely valued by the South West community and generates much interest around Australia. Noongar Country is a contemporary showcase of living culture and story interpreted through diverse mediums by Indigenous artists residing on Noongar Country, giving voice and connection to past and present.

The successful applicant is expected to work closely with the BRAG team, the Aboriginal Reference Group, their Mentor and Noongar Community to curate the exhibition, design the marketing, public programs, catalogue and events associated with the exhibition.



## 2.2 Agreed Milestones

MILESTONE	DATE
Curator Commences	To be agreed with the Curator.
Noongar Country Exhibitions	15 March – 20 July 2025 13 March – 18 July 2027
Contract Ends	30 July 2027

## 2.3 Curator Performance Reporting

To encourage active Contract management and communication between Contractor and the Principal, the following Contract Performance Reporting criteria will be covered at Quarterly/6 Monthly/Annual Performance review meetings

<b>General Compliance</b>	<ul style="list-style-type: none"> <li>Up to date insurances as agreed.</li> </ul>
<b>Time Management</b>	<ul style="list-style-type: none"> <li>Ability to achieve milestones;</li> </ul>
<b>Standard of Goods and/or Services</b>	<ul style="list-style-type: none"> <li>Compliance with General Requirements</li> <li>Compliance with exhibition timetables.</li> </ul>
<b>Contract Administration</b>	<ul style="list-style-type: none"> <li>Timeliness of requests for information such as drawings, reports or other documentation;</li> <li>Timeliness of submission of claims for payment including adequate supporting evidence;</li> </ul>
<b>Client Relationships</b>	<ul style="list-style-type: none"> <li>Proactive communication of factors that may affect timeframes for delivery, cost or quality of the works;</li> </ul>
<b>Work Health and Safety Management</b>	<ul style="list-style-type: none"> <li>Compliance with all applicable work, health, safety and rehabilitation requirements;</li> </ul>

## 3 General Requirements

### 3.1 Price Basis

Bunbury Regional Art Gallery will pay the Curator the following amounts for these services:

<b>FIXED FEE FOR SERVICES</b>	\$50,000 per annum (excluding GST) inclusive of Superannuation.
<b>PAYMENT BASIS</b>	To be paid monthly in advance upon receipt of a recipient created tax invoice.

Prices exclude Goods and Services Tax (GST).

The Curator will be supported through an additional budget of \$30,000 per annum for mentoring, training and other educational purposes including associated travel expenses. Expenditure from this budget will be agreed between the Curator and Bunbury Regional Art Gallery.



The Noongar Country Exhibitions will be funded separately from the amounts listed above.

### **3.2 Questions about the application process**

For any questions about the Curator Role, or the application process for this request please contact:

**Anna Edmundson**  
Team Leader Bunbury Regional Art Gallery  
[aedumndson@bunbury.wa.gov.au](mailto:aedumndson@bunbury.wa.gov.au)  
08 9792 7320

### **3.3 Lodgment of Responses**

The Deadline for this request is: **16 October 2024**

#### **Responses can be submitted:**

**In person:** Bunbury Regional Art Gallery, 64 Wittenoom Street Bunbury

**Via Email:** [artgallery@bunbury.wa.gov.au](mailto:artgallery@bunbury.wa.gov.au)

**Mail:** Bunbury Regional Art Gallery – Noongar Curator  
PO Box 21  
Bunbury WA 6231

### **3.4 Applicable Council Policies**

The following policies may affect the selection process and are available for downloading.

- (a) Code of Conduct Policy.
- (b) Purchasing Council Policy
- (c) Local Supplier Preference Council Policy
- (d) Disability and Access Inclusion Policy
- (e) Statement of Business Ethics

The Council Policies can be viewed here: [Council Policies - City of Bunbury](#)

### **3.5 Acceptance of Responses**

- a) The City of Bunbury shall not be bound to accept any Response.
- b) The Request documents together with the Response, and the Curator Contract shall constitute the Contract between the City of Bunbury and the successful Respondent.
- c) A Respondent may withdraw their Response at any time.



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### **3.6 Canvassing of Elected Members and Council Officers**

Canvassing of Elected Members or Council Officers will automatically lead to disqualification.

### **3.7 Indemnity**

The successful Respondent shall indemnify and keep indemnified the City of Bunbury against:

- Any liability under the *Workers' Compensation and Injury Management Act 1981*, and its subsequent amendments;
- Any other law in force or which during the term of this Contract may come into force, under which any person is entitled to claim or sue for compensation or recover any damages from the City of Bunbury (Bunbury Regional Art Gallery).



## 4 Response Form

<b>NAME:</b>	
<b>ADDRESS:</b>	
<b>ABN AND/OR ACN (IF ANY):</b>	
<b>TELEPHONE NO:</b>	
<b>E-MAIL:</b>	

**In response to: RFQ2425/008 Noongar Curator (3 years)**

I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the requirements contained in this Request signed and completed.

I/We agree that there will be no cost payable by the City towards the preparation or submission of this Response irrespective of its outcome.

*Sign  
here ▶*

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*Print  
name*

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*Date*

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## 4.1 Selection Criteria

Before responding to the following selection criteria in the tables below, Respondents must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Response;
- b) Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Respondents are to address each criteria in the tables below, or in a separate attachment labelled “**Selection Criteria**”

<b>Ability to deliver the project - 25%</b>	<b>Have you delivered a project before (arts related or not)? If so provide details.</b>
<p><i>[Suppliers please insert your response here, and/or add additional pages as required]</i></p>	

<b>Knowledge of Noongar community culture and art - 25%</b>	<b>Tell us about your experiences and connections to the Noongar Community.</b>
<p><i>[Suppliers please insert your response here, and/or add additional pages as required]</i></p>	

<b>Design and Proposal - 20%</b>	<b>What are your ideas and plans for the Noongar Country 2025 exhibition?</b>
<p><i>[Suppliers please insert your response here, and/or add additional pages as required]</i></p>	





<b>Administrative, Marketing and Organisational skills - 20%</b>	<b>Provide any examples of experiences, rolls or employments which included using your administration, organisational, and possibly marketing skills.</b>
<i>[Suppliers please insert your response here, and/or add additional pages as required]</i>	

<b>Curatorial Experience 10%</b>	<b>Have you curated an exhibition or arts related project before. If so, please provide details.</b>
<i>[Suppliers please insert your response here, and/or add additional pages as required]</i>	

## 4.2 Insurances

Please provide details of insurance policies held:

POLICY TYPE	COVERAGE AMOUNT

Respondents will be required to provide a copy of the certificate of currency before commencement.

## 4.3 Licenses

The successful respondent must possess, or be eligible for the following:

<b>Drivers License (C Class)</b> <i>Provide details of drivers license held</i>	
<b>Working With Childrens Check</b>	<i>Please provide a copy of your current Working with Children Check (if applicable)</i>

The City will work with the successful Curator to obtain a Working with Children Check if not currently held.



The following agreement will be put in place with the successful candidate:

## 5 NOONGAR COUNTRY EXHIBITION CURATOR / MENTORSHIP PROGRAM - FACILITATOR CONTRACT

### THIS IS AN AGREEMENT BETWEEN:

City of Bunbury ABN 61 002 948 455 of 64 Wittenoom Street, Bunbury WA 6230, Ph: 08 9792 7323

(City)

### AND

★[NAME, ABN, ACN or ARBN, if applicable]★ of ★[ADDRESS, TELEPHONE, FAX]★

(Curator)

### BACKGROUND

- A. The Bunbury Regional Art Gallery (BRAG) is a much loved and well used facility in Bunbury, representing art and artists in the south west. BRAG's programming supports and presents a wide range of high quality visual art practice that includes digital, multimedia, installation, dance, music and theatre as well as traditional painting, printmaking, ceramics and drawing. The gallery's broad range reflects the diversity of this region's identity and supports its cultural and creative practices.
- B. For over 20 years, BRAG, in collaboration with a Noongar Curator, has presented Noongar Country, a contemporary showcase of living culture and story interpreted through diverse mediums by Indigenous artists residing on Noongar Country, giving voice and connection to past and present.
- C. The Curator, in a Mentee capacity, will curate the 2025 and 2027 Noongar Country Exhibitions, organise relevant educational and public programs and events, and seek mentorship for professional training purposes.
- D. BRAG has agreed to engage the Curator to work with its team, members of the Community and other relevant parties on the terms of this agreement.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Definitions and interpretation

1.1. In this Agreement unless the context otherwise requires:

**Artists** means any exhibiting as part of the Noongar Country exhibitions and any artists the Curator will work or engage with as part of the project which is covered by this agreement, in respect of any particular Creative Work, mean the artists who are the creators and authors of that work.

**Creative Work** means the artistic or creative work or works produced by the Artists as part of the Project as described in Schedule 1.

**Confidential Information** means information that is by its nature confidential and includes the information set out in Schedule 1.



**Pre-existing IP** means Intellectual Property Rights in designs, drawings, specifications or any material created or developed by the Curator prior to the creation of the Creative Work and independently of the Creative Work, the Artists and the City. It does not include any rights in the Creative Work or any Indigenous Cultural and Intellectual Property.

**Indigenous Cultural and Intellectual Property or ICIP** means Indigenous peoples' rights to their culture, heritage and knowledge and includes the intangible and tangible aspects of cultural practices, resources and knowledge systems that have been, and continue to be, developed, nurtured and refined by Indigenous people as part of expressing their cultural identity and includes all applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

**Intellectual Property Rights** means all rights to or in any copyright, database, patent, design, trade mark, domain name, business name, know-how, trade secret, confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Moral Rights** means the rights set out in part IX of the *Copyright Act 1968*:

- a. the right of attribution of authorship;
- b. the right of integrity of authorship; and
- c. the right not to have authorship falsely attributed.

**Project** means the creative art project described in Schedule 1.

## 2. Term

- 2.1. This Agreement will commence on the date on which it is signed by all parties and continue until 30 July 2027 unless extended by agreement or terminated earlier in accordance with this Agreement.

## 3. The Art Project

- 3.1. The Curator will provide the materials and services set out in Schedule 1.
- 3.2. The Curator agrees to work cooperatively with City and the Artists to carry out the Project and in the production of the Creative Work.
- 3.3. The parties agree to work in accordance with the Working Ethically Guidelines set out in Schedule 2.
- 3.4. City must pay the Curator in accordance with the payment terms in Schedule 1 and provide the support and undertake the administrative arrangements set out in Schedule 1.
- 3.5. The Curator is not entitled to any payment other than as set out Schedule 1.
- 3.6. This Agreement will not apply to any artistic or creative effort (collaborative or otherwise) other than the Creative Work.



#### **4. Ownership of Intellectual Property Rights**

4.1. Intellectual Property Rights in the Creative Work are owned by the Artists jointly. To the extent necessary to give effect to the foregoing, the Curator assigns to those Artists, any Intellectual Property Rights of the Curator in the Creative Work.

4.1. Clause 4.1 does not affect the ownership of the Pre-existing IP. The Curator grants the Artists a non-exclusive, royalty-free, non-transferrable right and licence in the Pre-existing IP for the term of such rights solely to the extent necessary, and for the purpose of, creating the Creative Work and exercising the Intellectual Property Rights in the Creative Work.

#### **5. Curator's Rights and Responsibilities**

5.1. The Curator must:

- a) Take out and maintain personal accident insurance and insurance against loss or damage to the Curator's equipment and personal possessions;
- b) Take out and maintain public liability insurance in an amount of at least the amount listed in Schedule 1.
- c) Obtain and abide by the terms of any permit required to visit the Indigenous community where the Services are provided;
- d) Respect and act in accordance with the policies and protocols listed in Schedule 1, copies of which have been provided to the Curator; and

#### **6. Moral Rights**

6.1. City agrees to credit the creative contribution of the Curator, and any Artists related to the Project in the manner set out in Schedule 1 wherever practicable.

6.2. Subject to clause 6.1, the Curator consents to the City doing any act or omission in relation to the Creative Work which would, but for this consent, be an infringement of the Curator's moral rights.

#### **7. Indigenous Cultural and Intellectual Property**

7.1. The parties acknowledge and agree that:

- a) Indigenous communities are the custodians of their ICIP and have an interest in protecting their ICIP from exploitation contrary to their customary laws;
- b) any elements of, or materials comprised in, the Creative Work which have been made or managed under communal protocols or customary laws relating to ICIP must only deal with such elements or materials in accordance with any such communal protocols or customary laws; and



- c) the rights and obligations of the Artists and the Curator under the other provisions of this Agreement are subject to this clause.

7.2. The City and Facilitator must respect and act in accordance with the Protocols for producing Indigenous Australian visual arts, music, writing, media arts and performing arts issued by the Australia Council for the Arts from time to time;

7.3. The City and Facilitator must not use or refer to the Creative Work in a context that might be considered by the Noongar community to be inappropriate, derogatory, degrading or offensive.

7.4. Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

## **8. Confidentiality**

8.1. A party must not disclose to any other person any of the other party's Confidential Information without that party's prior written consent other than:

- a) when required to do so by law or by any regulatory authority; or
- b) to such of its professional or financial advisers whose duties reasonably require such disclosure.

8.2. The obligations imposed on a party by this clause will not apply to Confidential Information which:

- a) prior to disclosure is in the public domain other than by reason of a breach of this Agreement; or
- b) the recipient acquires from a third party entitled to disclose it on a non-confidential basis.

## **9. Goods and Services Tax (GST)**

9.1. The parties agree that all amounts payable under this agreement are exclusive of Goods and Services Tax (**GST**).

9.2. If a party is liable to pay GST in respect of any good or service supplied under this agreement, that party will invoice the other party for the GST amount payable for the good or service and will ensure that the invoice is a GST compliant invoice.

9.3. The party who receives the GST compliant invoice must pay the amount of GST invoiced at the same time as the amount payable under this agreement.

## **10. Termination**

10.1. City may terminate this Agreement by written notice to the Curator if the Curator is in breach of any of its obligations under this Agreement and such breach has not been remedied within 14 days of receipt of written notice requiring it to do so.

10.2. The Curator may terminate this Agreement by written notice if the City is in breach of clause 3.4 and such breach has not been remedied within 30 days of receipt of written notice requiring it to do so.

10.3. Clauses 4, 6, 7 and 8 will survive the termination of this Agreement.



## 11. Disputes

11.1. Except by leave of a court, no party may commence legal proceedings against another party in relation to any matter arising under this agreement until this clause has been complied with.

11.2. If a dispute or disagreement (**Dispute**) arises between the parties in connection with this agreement:

- a) Any party may issue a written notice of dispute (**Dispute Notice**) which must be served on each other party and on the Arts Law Centre of Australia (**Arts Law**) following which the parties must endeavour to resolve the Dispute in good faith.
- b) Within 7 days of receiving the Dispute Notice, Arts Law will provide the parties with an outline of dispute resolution options available to the parties including mediation, non-binding expert evaluation and binding expert determination.
- c) If the parties cannot agree on a dispute resolution process within 10 days of receiving that outline, the parties must participate in mediation.
- d) In the event that the parties are unable to agree on an expert or a mediator to conduct a dispute resolution process for the Dispute, the parties agree to the appointment of an expert or mediator (as the case may be) by Arts Law.
- e) The parties agree that the dispute resolution process adopted under this clause will be conducted in accordance with Arts Law's Alternative Dispute Resolution Guidelines (**Guidelines**), as amended from time to time and as in force at the time of the service of the Dispute Notice or, if such Guidelines are no longer in force, in accordance with the procedure chosen by the relevant expert or mediator appointed to conduct the dispute resolution process.

11.3. The parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.

11.4. Nothing in this clause will impact on either party's rights to terminate under clause 10 of this agreement.

## 12. General Provisions

12.1. The parties acknowledge that the Curator is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties.

12.2. A notice required to be given under this agreement must be in writing and may be delivered by hand, or sent by pre-paid post or fax to the address of the party indicated at the top of this agreement. Notices are taken to have been served when received, or within 2 business days of having been sent, whichever occurs first.

12.3. Neither party may assign, subcontract, novate or otherwise divest this agreement or any of the rights or obligations under this agreement without the other party's prior written consent. This consent must not be unreasonably withheld.

12.4. This agreement contains the entire agreement of the parties with respect to the subject matter contained in this agreement. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.

12.5. This agreement may only be modified by a written amendment signed by the parties.



12.6. This agreement is governed by the law in force in Western Australia. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

## Executed as an Agreement

### Curator

Signed by

sign  
here ▶

\_\_\_\_\_

Date: \_\_\_\_\_

print  
name

\_\_\_\_\_

in the presence of

sign  
here ▶

\_\_\_\_\_

Witness

Date: \_\_\_\_\_

print  
name

\_\_\_\_\_

\_\_\_\_\_



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**City of Bunbury**

Signed by Director Corporate and Community being the authorised officer for  
the **City of Bunbury**

by

*Sign  
here*



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Authorised officer

*Print  
name*

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*Date*

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## SCHEDULE 1

<b>Project</b>	As described in Request for Proposal RFQ2425/008 Noongar Curator (3 years)
<b>Creative Work</b>	Any and all artworks created for Noongar Country 2025 and Noongar Country 2027 exhibitions.  Any and all artworks created as part of educational programs related to this Project.
<b>Materials and services provided by City</b>	<ul style="list-style-type: none"><li>• Administrative support from the BRAG and the City of Bunbury team members.</li><li>• Shared office space, access to computer, phone and other administrative resources.</li><li>• Access to artist databases.</li></ul>
<b>Materials and services provided by Curator</b>	<ul style="list-style-type: none"><li>• Seek Mentor/s for guidance and educational purposes to undertake this Project.</li><li>• Engage with community and potential artists to encourage participation.</li><li>• Deliver a professional exhibition based on your design and curatorial premise.</li><li>• Work within the timeframe set out by the BRAG team.</li><li>• Assist artists in the application process when required (i.e. deliver hard copies if necessary, explain forms required).</li><li>• Maintain and update artist records.</li><li>• Process and monitor applications and follow-up on incomplete entries.</li><li>• Ensure artist statements and/or stories are collected and complete for printing.</li><li>• Assist in the design, editing and proofing of catalogue.</li><li>• Write a short catalogue essay, plus a didactic statement (300/400 words) for display in the gallery.</li><li>• Assist in the pick up and delivery of artworks and their return at the end of the exhibition.</li><li>• Assist in the organisation of an Award/Opening event.</li><li>• Work closely with the BRAG team on all aspects of the exhibition.</li><li>• Collect data throughout the project such as attendance numbers, feedback etc for purpose of reporting requirement.</li></ul>
<b>Confidential Information</b>	Of the Artists: Any personal information required by the City will remain confidential.



	<p>Of City: to be agreed with the Curator</p> <p>Of the Curator: to be agreed with the City</p>
<p><b>Payment to Curator</b></p>  <p><b>Additional Project Funding</b></p>	<p>\$50,000 per annum (excluding GST) including Superannuation.</p> <p>To be paid monthly in advance upon receipt of a recipient created tax invoice.</p> <p>\$30,000 per annum (excluding GST).</p> <p>To cover costs associated with professional development of Curator, such as the Mentorship, professional training opportunities, plus associated travel, accommodation and sundries.</p> <p>Payable within 30 days of presentation of the Curator's invoice by direct deposit into the following Bank account:</p> <p><b>Account name:</b></p> <p><b>BSB:</b></p> <p><b>Account number:</b></p>
<p><b>Attribution</b></p>	<p>Wording for the City attribution of the Curator to be agreed.</p> <p>Where appropriate, the Curator must attribute the Department of Local Government, Sport and Cultural Industries, the City of Bunbury and the Bunbury Regional Art Gallery as the Project sponsor.</p>
<p><b>City Policies and Protocols</b></p>	<ol style="list-style-type: none"><li>1. Bunbury Regional Art Gallery Exhibition Policy</li><li>2. City of Bunbury Art Collection Policy</li><li>3. City of Bunbury Public Art Policy</li><li>4. Work Health and Safety Policy</li><li>5. City of Bunbury Code of Conduct</li><li>6. Social Media Management Policy</li><li>7. Indigenous Art Code</li></ol>
<p><b>Public Liability Insurance Amount</b></p>	<p>To be agreed with the Curator</p>



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## **SCHEDULE 2**

### **WORKING ETHICALLY GUIDELINES**

The parties adopt and incorporate the Australia Council for the Arts' second edition of its Visual Arts Protocol Guide concerning best practice principles for the use of Indigenous cultural material in the visual arts.

[http://www.australiacouncil.gov.au/resources/reports\\_and\\_publications/artforms/visual\\_arts/visual\\_arts\\_protocols\\_for\\_producing\\_indigenous\\_australian\\_visual\\_arts](http://www.australiacouncil.gov.au/resources/reports_and_publications/artforms/visual_arts/visual_arts_protocols_for_producing_indigenous_australian_visual_arts)