

ART SERIES AGREEMENT

In partnership with our community



THE UNIVERSITY OF
NEWCASTLE
AUSTRALIA



NSW
GOVERNMENT

Hunter New England
Local Health District

ART SERIES AGREEMENT

THIS IS AN AGREEMENT BETWEEN:

[NAME, ABN]

of [ADDRESS, TELEPHONE] (**HMRI**)

AND

[NAME, ABN]

of [ADDRESS, TELEPHONE] (**Artist**)

RECITALS

- A. The HMRI Award for Research Excellence is the Institute's premier research accolade and recognises the achievements of an outstanding researcher who has made a sustained contribution to research in the Hunter.
- B. The objective of the 2026 HMRI Art Series is to combine art and research excellence by producing an artwork that celebrates the achievements of the winner of the 2025 HMRI Award for Research Excellence.
- C. Each year HMRI works together with an artist to commission an original artwork to be auctioned at the HMRI Ball to raise funds for HMRI and is one of the premier live auction pieces at this event.
- D. HMRI has prepared a brief for the creation of an artwork, a copy of which is attached to this agreement as Annexure 1 (**Brief**).
- E. Following the announcement of the HMRI Award for Research Excellence, HMRI will provide information on the Award Winner and their research achievements, which will become part of the Brief.
- F. HMRI wishes to commission the Artist to produce a preliminary design based on the Brief (**Concept Design**), and to create the artwork.
- G. The Artist has agreed to produce a Concept Design, and to create the artwork on the terms of this agreement.

THE PARTIES AGREE AS FOLLOWS:

STAGE 1: SELECTION OF ARTIST

1 Call for Expressions of Interest

In September 2025, HMRI will open a call for Expressions of Interest (EOIs) from artists interested in being considered to create the 2026 HMRI Art Series artwork.

2 Correspondence with Applicants

HMRI may contact any artist who submits an EOI to seek further information or clarification regarding their interest, artistic approach, and suitability for the commission.

3 EOI Closing Date

The EOI submission period will close on 14 November 2025, unless extended at HMRI's discretion.

4 Selection Process

Following the close of the EOI period, HMRI will assess all submissions and select an artist to undertake the commission. Key considerations will include the artist's:

- Experience and professional track record
- Artistic portfolio and CV
- Connection with and relevance to the HMRI community and values

5 Notification of Outcome

The selected artist will be notified on or before 28 November 2025.

6 Engagement with 2025 HMRI Award Recipient

Prior to developing the Concept Design, the artist will be required to meet with the recipient of the 2025 HMRI Award for Research Excellence. This meeting (approximately 30 minutes, facilitated by HMRI staff) will allow the artist to become familiar with the researcher's work and achievements, ensuring the artwork meaningfully reflects their contribution to medical research.

STAGE 2 DESIGN DEVELOPMENT

7 The Design

7.1 HMRI agrees that the Brief contains all relevant information relating to:

- i. the intended life and use of the artwork contemplated by the Brief (**Artwork**);
- ii. the scale and quality required for the Artwork; and
- iii. it will provide such further information and feedback as requested by the artist in a timely manner to enable the artist to comply with the Brief.

7.2 The Artist agrees to:

- 7.2.1 develop an original Concept Design which conforms to, and is consistent with, the Brief;
- 7.2.2 create a record of the Concept Design in the form of a drawing, sketch or plan which includes clear information about:
 - i. the scale and dimensions of the Artwork;
 - ii. the Artwork colour palate; and
 - iii. how it is intended to reflect the achievements of the award winner.
- 7.2.3 deliver the Concept Design to HMRI on or before the date specified in the timeline set out in the Schedule or such other dates as the parties agree in writing .

7.3 Following receipt of the Concept Design and within the time specified in the Timeline, HMRI must either:

- i. request changes to the Concept Design;
- ii. accept the Concept Design; or

- iii. reject the Concept Design.
- 7.4 HMRI will notify the Artist of any revisions to the Concept Design as are necessary for the Artwork to comply with any applicable laws, ordinances and/or regulations and other reasons including compliance with the Brief, such revisions will become a part of the Brief.
- 8 Changes to the Design**
- 8.1 HMRI may request a reasonable number of changes to the Concept Design provided that HMRI:
- i. requests all such changes in a single written notice to the Artist specifying the changes (**Design Amendment Notice**) delivered to the Artist on or before the date specified in the Timeline; and
 - ii. does not request any change to the Concept Design that is substantially different from the Brief, or the Design as first submitted other than changes to the Concept Design required in order to comply with any applicable laws, ordinances and/or regulations.
- 8.2 Within 21 days of receiving the Design Amendment Notice, the Artist must either:
- i. prepare an Amended Design and submit it to HMRI; or
 - ii. notify HMRI that the Artist is not prepared to modify the Concept Design and outline the reasons why.
- 8.3 Within 21 days of the Artist submitting an Amended Design, HMRI must either:
- i. accept the Amended Design; or
 - ii. organise a meeting with the artist to discuss how the Concept Design can achieve the reasonable requirements included in this Agreement.

3 Acceptance of the Design

- 3.1 HMRI may accept the Design or any amended version of the Design by notifying the Artist in writing.
- 3.2 HMRI is deemed to accept the Design or any amended version of the Design if HMRI does not, within the periods specified in this agreement or otherwise agreed in writing, either:
- i. expressly accept the Design or any amended version of the Design, in accordance with this clause;
 - ii. request changes to the Design or any amended version of the design; or
 - iii. reject the Design or any amended version of the Design.
- 3.3 By accepting the Design or any amended version of the Design, HMRI agrees that the Design or Amended Design or Further Amended Design is suitable.
- 3.4 On the acceptance of the Design, or any amended version of the Design, HMRI will pay the Artist the fee for design development specified in the Schedule (**Design Development Fee**).

4 Rejection of the Design

- 4.1 HMRI may reject the Design, or any amended version of the Design by notifying the Artist in writing and the agreement will terminate under clause 19.4.
- 4.2 Where HMRI rejects the Design or any amended version of the Design, HMRI must pay the Artist the Design Development Fee unless the Design, the Amended Design or the Further Amended Design:

- i. was delivered to HMRI more than 21 days after the due date set out in the Timetable; and/or
- ii. did not conform to, or was substantially different from, the Brief and the Concept Design except to the extent such differences were as a result of changes requested in a Design Amendment Notice.

STAGE 3: CREATION OF THE ARTWORK

5 The Artwork

5.1 On or before the date set out in the Timeline, the Artist agrees to:

- i. create the Artwork as described in, and in accordance with, the Design, or any amended version of the Design accepted by HMRI;
- ii. notify HMRI when the Artwork is completed; and
- iii. provide HMRI with reasonable access to view the Artwork after completion.

5.2 Within 14 days of receiving notification of the Artwork's completion, HMRI must view the Artwork and either:

- i. accept the Artwork; or
- ii. reject the Artwork.

6 Changes to the Artwork

6.1 HMRI may request a changes to the Artwork provided that HMRI:

- i. requests all such changes in a single written notice specifying the changes (**Artwork Amendment Notice**) delivered to the Artist within the time specified in the Timeline;
- ii. acknowledges that the Artist has applied aesthetic skill and judgment in the creation of the Artwork and does not seek any changes based solely on artistic merits unless the Artwork is substantially different from the accepted Design, Amended Design or the Further Amended Design other than changes to the Artwork required in order to comply with any applicable laws, ordinances and/or regulations; and
- iii. acts reasonably and in good faith in requesting the changes.

6.2 Within 21 days of receiving the Artwork Amendment Notice, the Artist must either:

- i. amend the Artwork to incorporate the changes requested by HMRI, notify HMRI that the changes have been completed and provide HMRI with reasonable access to view the amended Artwork; or
- ii. notify HMRI that the Artist is not prepared to modify the Artwork.

6.3 Within 14 days of receiving such notification, HMRI must either:

- i. accept the Artwork; or
- ii. reject the Artwork consistent with clause 8.1.

7 Acceptance of the Artwork

7.1 HMRI may accept the Artwork by notifying the Artist in writing within the time specified in clause 6.3.

7.2 HMRI is deemed to accept the Artwork within 5 days if HMRI does not:

- i. expressly accept the Artwork in writing in accordance with clause i or 7.1;

- ii. request changes to the Artwork in accordance with clause 6; or
- iii. reject the Artwork in accordance with clause 8.

8 Rejection of the Artwork

8.1 HMRI may reject the Artwork by notifying the Artist in writing if all of the following requirements are met:

- i. the Artwork is not produced substantially in accordance with the Design, or any amended version of the Design accepted by HMRI;
- ii. HMRI has requested changes to the Artwork in order to bring the Artwork into conformity with the accepted the Design or any amended version of the Design;
- iii. HMRI has agreed to vary the Timeline to give the Artist a reasonable time to make those changes; and
- iv. the Artist has failed to make the necessary changes within the time specified.

8.2 This agreement will terminate under clause 19.4 if HMRI rejects the Work under clause 8.1.

TIMEFRAMES

9 Project Timeframes

9.1 HMRI and the Artist agree to use their best efforts to complete all stages of the process of design and creation of the artwork that are the subject matter of this agreement (the **Artwork Project**) in accordance with the Timeline or such other dates as the parties agree in writing.

10 Delay

10.1 All stages of the Artwork Project must be completed in accordance with the Timeline unless:

- i. the parties agree otherwise in writing; or
- ii. there is a delay due to circumstances beyond the reasonable control of a party.

10.2 Where a delay occurs, each party will promptly notify the other party and take all reasonable steps to minimise its losses as a consequence of that delay including entering into discussions in good faith to renegotiate the obligations of the parties.

10.3 If a delay has extended more than 4 weeks, either party may terminate this agreement by 5 days written notice to the other party.

10.4 Where termination occurs under clause 10.3, neither party will have any liability to the other. However, the Artist will refund any monies already paid to it by HMRI for the agreement less any costs incurred by the Artist in meeting the obligations of the agreement.

ARTIST PAYMENTS

11 Commission Fees

11.1 HMRI agrees to pay the Artist the total fee specified in the Schedule (Commission Fee) in instalments in accordance with the Schedule; and

11.2 within 14 days of receiving the Artist's GST compliant invoice.

12 Death or incapacity of the Artist

12.1 In the event of the death or incapacity of the Artist, HMRI will pay the Artist or the Artist's estate all monies due at the date of death or incapacity for any completed stage/s of the Art

Project under this agreement and any reasonable expenses incurred by the Artist in relation to the Artwork as at the date of the Artist's death or incapacity.

12.2 Subject to the payments in clause 12.1, HMRI:

- i. will become the owner of the Artwork in the condition in which the Artwork stands at the date of the Artist's death or incapacity; and
- ii. may engage, in consultation with the Artist or the Artist's estate, another artist or craftspersons to complete the Artwork in accordance with the Design.

13 Goods and Services Tax

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

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

13.3 HMRI must pay the amount of GST invoiced at the same time as the amount payable under this agreement.

INTELLECTUAL PROPERTY

14 Title and copyright

14.1 The Artist warrants that the Concept Design and the Artwork:

- i. are the Artist's original works;
- ii. do not to the best of the Artist's knowledge infringe the copyright or moral rights of any third party; and
- iii. are unique works of the Artist developed exclusively for HMRI under this agreement.

14.2 All rights, title and interest in the Artwork (and all copies or reproductions) will pass to HMRI immediately upon:

- i. HMRI receiving and accepting the Artwork; and
- ii. all payments due to the Artist under this agreement being made.

14.3 The parties agree that the Artist is the owner of copyright in the Concept Design, any Amended Design and the Artwork and all other materials created by the Artist under, or in relation to, this agreement.

14.4 The Artist grants HMRI an exclusive, royalty-free, perpetual, worldwide licence of the copyright in the Artwork for the exclusive purpose of making and using images of the Artwork (including digital or physical reproductions) for purposes including but not limited to:

- i. the promotion and marketing of the Artwork;
- ii. promoting and marketing the business of HMRI generally including in HMRI's financial and annual reports, multimedia presentations, website, and advertising materials; and
- iii. HMRI agrees not to reproduce or use images of the Artwork except for the above purposes.

14.5 HMRI must make all reasonable efforts to ensure that the Artist is attributed in any publication or communication of images of the Artwork by HMRI.

15 Publicity and promotion

- 15.1 The Artist will provide HMRI with any relevant publicity materials as reasonably requested by HMRI.
- 15.2 The Commission Fees is deemed to be inclusive of the expenses of attendance at the meetings and events described in the Brief.
- 15.3 Upon reasonable request by HMRI and at HMRI's cost for any approved expenses incurred by the Artist and evidenced in the form of a third party issued invoice or third party issued receipt, the Artist will be available for any publicity and media opportunities associated with the promotion of the Artwork (in addition to those referred to in the Brief).
- 15.4 All promotional material created by HMRI, exclusive of social media content, must be approved by the Artist, without unreasonable delay.

LIABILITY AND INSURANCE

16 Risk of loss or damage

- 16.1 The Artist will bear the risk of loss of, or damage to, the Artwork until it is delivered to HMRI including during transportation of the Artwork to the Site;
- 16.2 HMRI will bear the risk of loss of, or damage to, the Artwork after receipt.

17 Workers Compensation

- 17.1 The Artist will be responsible for maintaining worker's compensation insurance in relation to any work or other act associated with the performance of this agreement carried out by the Artist, the Artist's employees or its agents.

18 Public Liability

- 18.1 Prior to the delivery of the Artwork to the Site or to HMRI's premises the Artist will be responsible for maintaining public liability insurance cover in relation to any work or other act associated with the performance of this agreement carried out on the Artist's premises or on the premises of the Artist's employees.
- 18.2 Where the Artist engages subcontractors, the Artist will ensure that the subcontractors hold public liability insurance .
- 18.3 HMRI will be responsible for maintaining public liability insurance cover in relation to any work or other act associated with the performance of this agreement carried out on HMRI's premises (including the Site) or on the premises of HMRI's employees or agents or otherwise in connection with the Artwork following delivery and/or installation.

TERMINATION

19 Termination

- 19.1 The Artist may terminate this agreement by written notice to HMRI if HMRI:
 - 19.1.1 Is, without reasonable excuse more than 14 days late in making any payment; or
 - 19.1.2 HMRI becomes insolvent, has a liquidator appointed, goes into administration (voluntary or otherwise), ceases to carry on business or threatens to do so; or
 - 19.1.3 is otherwise in breach of HMRI's obligations under this agreement and:
 - i. the breach is incapable of remedy; or
 - ii. HMRI fails to remedy the breach within 28 days of the Artist's written notice of the breach.

- 19.2 Provided that the enforcement of the right to terminate under clause 19.1.2 is subject to the provisions of the *Corporations Act 2001* (Cth) (**Corporations Act**), if HMRI is a company to which a managing controller (including a receiver and manager) has been appointed or that the company has either announced an intention, or has become subject to, a voluntary administration, substantial receivership or scheme of arrangement as described in Chapter 5 of the Corporations Act.
- 19.3 If the Artist commits a breach of this agreement, HMRI must notify the Artist of the breach in writing. The Artist must remedy the breach within 7 days of the notice (**Notice Period**).
- 19.4 HMRI may terminate this agreement immediately by written notice to the Artist if:
- i. the Artist's breach of this agreement is incapable of remedy; or
 - ii. the Artist fails to remedy the breach within the Notice Period.
- 19.5 This agreement is automatically terminated:
- i. following rejection of the Design; or
 - ii. following rejection of the Artwork.
- 19.6 In the event of termination as the result of delay under clause 10.3 or termination under clauses 19.1, 19.4 or 19.5 the Artist will be entitled to receive and retain payment of:
- i. all instalments of the Commission Fee due in the period up to the date of termination; and
 - ii. if the Artwork has not been completed, the amount of any reasonable expenses incurred by the Artist in relation to the Artwork as at the date of termination which are not covered by instalments of the Commission Fee already due to the Artist.
- 19.7 In the event of termination as the result of delay under clause 10.3 or termination under clauses 19.1, 19.4 or 19.5:
- 19.7.1 any rights of copyright licensed to, or conferred on HMRI under clause 14 will cease at the date and time of delivery of the notice of termination; and
- 19.7.2 the Artist will retain title to, and copyright in, the Concept Design, the Design and the Artwork. The Artist will have the sole right to complete, exhibit, sell or otherwise deal with the Concept Design, the Design and the Artwork,
- provided that where the Artwork is substantially completed, and subject to due payments, HMRI may decide to accept the Artwork in the condition in which the Artwork stands at the date of termination, and HMRI will then:
- i. become the owner of the Artwork; and
 - ii. engage other artists or craftpersons to complete the Artwork in accordance with the Design; and
 - iii. retain the rights of copyright licensed to, or conferred on HMRI under clause 14.

20 Disputes

- 20.1 If a dispute or disagreement (**Dispute**) arises between the Parties in connection with this agreement:
- i. one Party must notify the other Party in writing about the Dispute (**Notice of Dispute**); and

- ii. no party may start any litigation or arbitration in relation to the Dispute until the parties have complied with this clause.
- 20.2 The parties should meet within 14 days after receipt of the Notice of Dispute and hold good faith discussions to attempt to resolve the Dispute.
- 20.3 If the Dispute is not resolved within 28 days after receipt of the Notice of Dispute, the Parties agree to submit the Dispute to mediation according to the Arts Law Centre Mediation guidelines current at that time (Guidelines). These Guidelines are part of this agreement.
- 20.4 If the Parties are not able to agree to a mediator, they must request the Arts Law Centre appoint a mediator.
- 20.5 The Parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.
- 20.6 Nothing in this clause will impact on either party's rights to terminate under clause 31 of this agreement.

GENERAL

21 Confidentiality

- 21.1 The Parties agree that the Concept Design, and any Amended Design is confidential to the Parties, unless otherwise agreed in writing, and the Parties must:
- i. not disclose or make available to a third party the Concept Design, or any Amended Design, or any work derived or adapted from those works save for any communications required to carry out the fabrication and installation or any local council approval of the Artwork; and
 - ii. use reasonable endeavours to ensure that subcontractors, employees and other agents similarly observe the obligations of confidentiality made in this clause.

22 General provisions

- 22.1 The parties acknowledge that the Artist is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties.
- 22.2 A notice required to be given under this agreement may be delivered by hand, or sent by pre-paid post or email to the usual business address or email address used by the recipient of the notice. Notices are taken to have been served when delivered by hand within 2 days of having been sent by pre-paid post, or if sent by email, when the email enters the recipient's mail server, whichever occurs first.
- 22.3 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.
- 22.4 This agreement is the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to this subject matter is replaced by this agreement and has no further effect.
- 22.5 Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.
- 22.6 This agreement may only be modified by a written amendment signed by the parties.
- 22.7 Invalidity of any clause of this agreement will not affect the validity on any other clause except to the extent made necessary by the invalidity.

22.8 The agreement shall be interpreted as follows:

- i. References to a party includes that party's executors, administrators, successors and permitted assignees.
- ii. Any reference to day or days in this agreement is a reference to calendar days.
- iii. This agreement is governed by the law in force New South Wales. 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

Signed by [NAME OF INDIVIDUAL – THE ARTIST] [2]:

Signature:

Name (PRINT):

Date:

Signed for and on behalf of Hunter Medical Research Institute in the presence of:

Signature:

Name (PRINT):

Signature of Witness:

Name of Witness (PRINT):

Date:

ANNEXURE 1: THE BRIEF

ARTWORK

The format and size of the artwork is at the discretion of the artist, subject to the artwork meeting the following requirements:

- 1.1. It must be at a minimum 600 x 600mm and maximum 900mm x 1200mm
- 1.2. It may be a multi-panel work, if the overall dimensions do not exceed the size limit.

The above dimensions apply to the complete work of art, including the mounting and/or framing.

- 1.3. The work must be professionally stretched ready for framing by HMRI.
- 1.4. The work must be substantially painted (in any painting medium such as watercolour, acrylic and oil) and can incorporate to a lesser extent other mediums such as drawing (pencil, pastel, charcoal etc.) and printmaking.
- 1.5. The Artwork should be commercially appealing and suitable for public display.
- 1.6. The following exclusions apply to the artwork:
 - 1.6.1. Works that are sculptural are specifically excluded.
 - 1.6.2. The artwork must not have been made with the use of Artificial Intelligence (AI) in any way.
 - 1.6.3. The painting must not have been exhibited in previous awards or prizes and has been completed after the initial meeting with the HMRI Researcher of the Year.

MEETINGS & EVENTS

- 1.7. Prior to creating the Artwork, the artist is expected to meet with the winner of the 2025 HMRI Award for Research Excellence and familiarise themselves with the researcher's work and output (a 30-minute meeting coordinated by HMRI staff).
- 1.8. The 2025 HMRI Art Series will be unveiled at an event determined by HMRI and the artist will be requested to attend.

ANTICIPATED REPRODUCTIONS OF THE ARTWORK

- 1.9. HMRI's rights to reproduce (or copy) and distribute or deal with reproductions of the artwork are unfettered and discretionary.
- 1.10. It is anticipated that HMRI donors who contribute a minimum annual donation will be provided with a framed print of the Artwork in recognition of their support. To enable these reproductions:
 - i. The original artwork will be photographed/scanned and reproduced (no larger than 30x30cm) for the purpose of framing in a 50x50cm frame.
 - ii. The artist is requested to liaise with the HMRI representative to ensure the reproduction is accurate.
 - iii. HMRI will organise the scanning and printing.
 - iv. The artist may be requested to liaise with the printer, to ensure that the image is reproduced to an accurate standard.
- 1.11. Any surplus reproductions may be sold by HMRI for any purpose including raising additional funds for medical research.
- 1.12. The Artwork may also be reproduced as the front to HMRI gift cards or merchandise with the Artist Statement about the artwork.

SCHEDULE

The Site:

Hunter Medical Research Institute

Commission Fee: \$2,000

Timeline:

Project Timeline	Due date for Completion	Commission Fee
Execution of Agreement		
Meeting between artist and award winner	Within 14 days of notification of the award winner (or such other time as agreed with the award winner).	
Stage 2: Acceptance of Design (clause 7)	31 January 2026 or such other time as is agreed in writing	\$1,000
Changes to the Design (clause 8)	To be requested within 7 days of the delivery of the Design	
Acceptance/Rejection of Design (clauses 3 & 4)	Within 5 days of the delivery of the Design or Amended Design	Design Development Fee of 50% of the total Commission Fee, payable upon acceptance
Stage 3: Creation of the Artwork (clause 5)	Stage 2 April 2026	
Acceptance/Rejection of the Artwork (clauses 7 & 8)	Within 7 days of the Artist's notification of the Artwork's completion under clause 1.1.i.ii or clause 6.2 - whichever is later	
Stage 3: Delivery and Installation of Artwork	Stage 3 – May 2026	\$1,000 being the balance of the Commission Fee, payable upon acceptance
TOTAL:		\$2,000