

Digital Licensing Agreement for Indigenous Artwork

THIS AGREEMENT ("Agreement") is entered into on this [date], by and between [Licensor Name], the following artist/representative of the artist(s)/ and community responsible for the creation of the artwork:

- [Artist] - Bailai
- [Artist] - Gurang
- [Artist] - Gooreng Gooreng
- [Artist] - Taribelang Bunda

hereinafter referred to as the "Licensors"

and

Gladstone Ports Corporation Limited, a company with its registered office located at 40 Goondoon St (PO Box 259) Gladstone QLD 4680, hereinafter referred to as the "Licensee."

1. Definitions

1.1. **Artwork:** Refers to the Indigenous storytelling and artwork created by:

- [Artist] – Bailai, titled "[Title of Artwork]," and described as follows: [Description of the artwork, including medium, style, and cultural significance].
- [Artist] – Gurang, titled "[Title of Artwork]," and described as follows: [Description of the artwork, including medium, style, and cultural significance].
- [Artist] - Gooreng Gooreng, titled "[Title of Artwork]," and described as follows: [Description of the artwork, including medium, style, and cultural significance].
- [Artist] - Taribelang Bunda, titled "[Title of Artwork]," and described as follows: [Description of the artwork, including medium, style, and cultural significance].

For placement and display at Auckland Hill situated at Bishops Drive Gladstone, Queensland.

1.2. **Licensed Use:** The use of the Artwork as agreed between the Licensor and Licensee as outlined in this Agreement.

1.3. **Term:** The period during which the Licensee is permitted to use the Artwork, as specified in section 5.

1.4. **Queensland Indigenous Cultural and Intellectual Property (ICIP):** Refers to the collective and individual rights of Indigenous peoples in Queensland under Australian law to protect their cultural heritage, including traditional knowledge, expressions of culture, and Indigenous artworks.

2. Grant of License

2.1. The Licensor grants the Licensee a non-exclusive, non-transferable license to use the Artwork for the following specific purposes:

- printed panels exhibited at Auckland Hill
- graphic design elements on interpretive signs relating to Traditional Owner culture at Auckland Hill

2.2. The Licensor agrees that the original Artwork may be altered or edited, including reducing the size, altering colours and cropping and/or using part of the artwork as a design element or texture. Any adaptations, modifications or improvements of the Artwork are automatically deemed to be included in the definition of Artwork once vested in the Artist.

2.3. The Licensee is prohibited from using the Artwork for any purpose not explicitly stated in this Agreement unless additional permission is granted in writing.

3. Cultural Integrity and Queensland Indigenous Cultural and Intellectual Property (ICIP)

3.1. The Licensee acknowledges the cultural significance of the Artwork, its role in Indigenous heritage, and its protection under Queensland law. The Licensee agrees to respect the Indigenous Cultural and Intellectual Property (ICIP) rights of the Licensor and not to alter, modify, or use the Artwork in a manner not agreed in this Agreement unless additional permission is granted in writing.

3.2. The Licensee must consult with and obtain approval from the Licensor for any new or additional context or platform in which the Artwork will be used.

4. Compensation

4.1. In consideration of the rights granted under this Agreement, the Licensee agrees to pay the Licensor a one-off licensing fee of \$3,000.00.

4.2. Payment terms: within 14 days on receipt of Tax Invoice from Artist.

5. Term and Termination

5.1. This Agreement shall commence on the effective date and remain in effect for perpetuity unless terminated earlier in accordance with section 5.2.

5.2. Either party may terminate this Agreement in the event of a material breach by the other party. Notice of termination must be provided in writing ten (10) business days in advance.

6. Ownership and Indigenous Rights

6.1. The Licensee acknowledges that the Licensor retains full ownership of the Artwork and that no title or ownership rights are transferred under this Agreement.

7. Credit and Attribution

7.1. The Licensee agrees to attribute the Artwork to the original artist(s) in all instances of display or distribution, in a form agreed upon by both parties. The attribution shall read: "[Artwork Name] © [Artist Name], an Indigenous artist from [Community Name]," in accordance with the Queensland Government's guidelines for recognition of Indigenous art and culture.

7.2. In any public usage of the Artwork, the Licensee must include acknowledgment of the Traditional Custodians of the land where the artwork originates, in line with Queensland's Indigenous cultural protocols.

8. Warranties and Representations

8.1. The Licensor warrants that they have the right to grant the license for the Artwork and that the use of the Artwork by the Licensee in accordance with this Agreement does not infringe upon the rights of any third party.

9. Indemnification

9.1. The Licensee agrees to indemnify and hold harmless the Licensor from any and all claims, damages, or liabilities arising out of the Licensee's use of the Artwork, provided such use is in compliance with this Agreement.

9.2. The Licensor agrees to indemnify and hold harmless the Licensee from any and all claims, damages, or liabilities arising out of any claims of infringe upon the copyrights of any third party.

10. Dispute Resolution

10.1. In the event of any dispute arising from this Agreement, the parties agree to first attempt to resolve the dispute through negotiation.

10.2. If a resolution cannot be reached, the dispute shall be submitted to mediation or arbitration under Queensland law, with both parties agreeing to follow the Queensland Civil and Administrative Tribunal (QCAT) process, or alternative Indigenous dispute resolution mechanisms recognized by Queensland courts.

11. Governing Law

11.1. This Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia, including, but not limited to, the Aboriginal Cultural Heritage Act 2003 and the Torres Strait Islander Cultural Heritage Act 2003.

12. Entire Agreement

12.1. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Licensor

[Licensor Name/Community]

[Signature]

Witness

[Date]

Licensee

Gladstone Ports Corporation Limited

[Signature]

Witness

[Date]