

Lowitja Conference 2027 artwork

Summary of the Artwork Commission and Licence Agreement

The successful Artist will be required to enter into a formal Artwork commission and licence Agreement (the Agreement) with Lowitja Institute, which in summary will provide:

1. that the Artist is commissioned to create and deliver an original Artwork to Lowitja Institute by an agreed date, in such formats and layouts according to the specifications outlined in the Artist Design Brief and the Agreement
2. that Lowitja Institute will pay to the Artist the amount agreed as specified in the quote provided by the Artist and the Agreement
3. that the Artist will retain all *Copyright in the Artwork delivered by the Artist to Lowitja Institute in accordance with the Agreement
4. that the Artist will provide two licences to Lowitja Institute:
 - a. first, an exclusive licence permitting Lowitja Institute to use, publicise and exploit the Artwork (including to the exclusion of the Artist), for the marketing, branding and promotion of Lowitja Institute and the Lowitja Institute 5th International Indigenous Health and Wellbeing Conference 2027 (the Conference) from the date of the Agreement until 24 months after the Conference.
 - b. second, a perpetual, non-exclusive licence permitting Lowitja Institute to continue to use the Artwork, but which also allows the Artist to use the Artwork, and licence the Artwork to other parties, from 24 months after the Conference concludes.

Neither of these licences will restrict the Artist from using the Artwork as part of their own portfolio at any time during and after the term of the Agreement.

5. that Lowitja Institute and the Artist acknowledge Indigenous Cultural Intellectual Property cultural rights
6. details about how the Lowitja Institute use and commercialise the Artwork regarding Conference merchandise and promotional items.

***Note:** *Copyright is to be retained by the Artist. This means that the Artist will remain the owner of the Artwork, and can control how it is used by others, including how it is published. The Artist will provide a licence to use the copyright to Lowitja Institute, which will allow Lowitja Institute to use the Artwork for promotion and in relation to merchandise, among other things.*

The terms of this licence mean that the Artist will not be permitted to allow other people to use the artwork for a period of 24 months after the Conference ends. After that time, the Artist may allow other people to use the artwork. After those 24 months, Lowitja Institute will continue to have a right to use the artwork even if other people have received permission to use the artwork. The Artist may use the artwork for their own portfolio at any time.