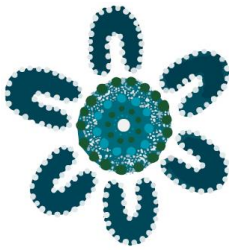
# East Metropolitan Health Service Community and Population Health Aboriginal Artwork Commission Agreement



## Logo design: Moorditj Walyan (Solid Lungs) program

### 1. Overview

The East Metropolitan Health Service (EMHS) Moorditj Walyan (Solid Lungs) ("MW") Program is a free, culturally safe smoking and vaping education program delivered across the Perth Metropolitan area for Aboriginal communities and services.

As part of strengthening the identity of the MW program, EMHS Community and Population Health team is commissioning a local Aboriginal artist ("Artist") to develop a culturally meaningful logo that represents health, strength, wellbeing and connection to Culture and Country.

The logo will be used to establish a strong and recognisable identity for the MW program across community settings, health education sessions and promotional materials.

The selected logo will be featured in MW program resources, educational materials and promotional content, helping to communicate positive health messages and strengthen cultural connection. The Artist will be acknowledged and credited for their contribution.

### 2. Eligibility requirements

- The Applicant ("Applicant") must be an Aboriginal artist.
- The Applicant must reside in Perth, Western Australia.
- The Applicant must hold a current Australian Business Number (ABN) or be willing to complete a Statement by a supplier form.
- The Applicant must demonstrate experience in Aboriginal artwork, design or cultural creative practice.
- The Applicant must be available to participate in consultation and feedback sessions with the EMHS MW team.
- The Applicant must provide a short-written statement identifying their connection to Country and Culture.
- Applicants must submit supporting examples of previous artwork or design work.

## 3. Intended use of logo

The final logo may be used by EMHS Community and Population Health for:

- promotion of the MW program
- educational and community health promotion materials
- community, youth and cultural event displays
- digital platforms including websites, presentations and social media (program-related use only)
  printed resources and internal program documentation.

## 4. Ownership and copyright

- The Artist retains their moral rights in the Artwork.
- The Artwork must not be altered, distorted, cropped, recoloured or incorporated into other branding without written approval from EMHS and the Artist. For the avoidance of doubt, EMHS may resize, reformat, digitise, reproduce and make minor non-material modifications to the Artwork for publication, accessibility, branding and operational purposes.
- Following payment from EMHS to the Artist of an agreed fee, all intellectual property rights, including copyright, in the Artwork vest in, and are assigned to, EMHS.
- The Artwork will be owned and used by EMHS MW program and is not to be used by other stakeholders or Artist/s for any other purpose once submitted and selected.

## 5. Permitted use

The Artwork may be used by EMHS for the following purposes:

- promoting the MW program.
- educational and community health promotion materials
- youth, community and Cultural event displays attended or supported by MW program
- across approved digital and print communication materials.

## 6. Artist acknowledgement

The Artist will be acknowledged where appropriate in relation to the logo design.

EMHS Community and Population Health recognises that Aboriginal artwork and design carry deep cultural significance. All use of the logo must:

- respect the cultural meaning and integrity of the design
- be reviewed by EMHS MW team prior to public release
- avoid any commercial adaptation or use outside of the approved MW program context and this Agreement.

## 7. Agreement terms

By signing this Agreement, the Artist confirms that:

- All submitted work is original and does not infringe on any third-party rights.
- They consent to the use of the final logo by EMHS Community and Population Health as outlined in this agreement.
- They understand the consultation process and agree to participate collaboratively.
- They acknowledge that final selection of Artwork and approval rests with EMHS Community and Population Health.

## 8. Governing law

- This agreement is governed by the laws of Western Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

## 9. Agreement signatures

**Artist name:**

_____

**Signature:** _____

**Date:** _____

**East Metropolitan Health Service in accordance with s 41(7) of the *Health Services Act 2016* (WA)**_____

**Signature:** _____

**Date:** _____

## 10. Contact

**For enquiries or submission of completed agreements:**
**E:** EMHS.MWalyan@health.wa.gov.au **P:** 0468 734 095