



YORKSHIRE DALES
National Park Authority

INVITATION TO QUOTE FOR A CREATIVE PRODUCER to manage Creatively Connected, an ambitious creative arts project within the Tees-Swale: Naturally Connected programme.

CLOSING DATE: NOON 11th March

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Yorkshire Dales National Park Authority
Yoredale, Bainbridge, Leyburn,
North Yorkshire DL8 3EL
Telephone 0300 456 0030
Contact E-mail: *Rebecca.greenfield@yorkshiredales.org.uk*

SECTION 1: THE INVITATION TO QUOTE

1.0 Background

- 1.1 The Yorkshire Dales National Park covers an area of around 800 sq miles with a resident population of over 24,000 and attracting over 5 million visitor days each year.
- 1.2 The Yorkshire Dales National Park Authority has a duty under section 61 of the Environment Act 1995 to: i) conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park; ii) to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public. For further information see www.yorkshiredales.org.uk
- 1.3 Creatively Connected is the embedded arts project of the Tees-Swale: Naturally Connected programme led by North Pennines National Landscape team and the Yorkshire Dales National Park Authority to deliver this £8.5 million natural heritage programme which focuses on the landscape and communities of Upper Teesdale and Upper Swaledale.
- 1.4 Funded by the Arts Council (ACE) and the National Heritage Lottery Fund (NHLF), the Creatively Connected project will support four socially-engaged artist residencies to work with communities and wider audiences to use their artistic practice to develop conversations around farming, conservation and the landscape bringing alternative ways to connect, question and imagine the future.
- 1.5 Further information about Tees-Swale: Naturally Connected can be found here: www.northpennines.org.uk/what_we_do/tees-swale-naturally-connected
- 1.6 To note, this Tender was previously issued in February 2023 but the project did not progress due to an administrative issue. Anyone having submitted a Tender previously would be welcome to Tender again.

2. What is Required

- 2.1 The Authority wishes to award a contract for a Creative Producer to manage the Creatively Connected project, including:
 - Coordinating project activity including managing the project budget, Arts Council and NHLF reporting and producing regular reports for the Creatively Connected steering group (YDNPA, North Pennines National Landscape), ACE and the NHLF.
 - Managing the selection process for four artist residencies over a 2-year period, including developing the artists' brief.
 - Inducting the artists into the programme including: working with Tees-Swale team members to set up artist shadowing opportunities; ensuring artists are well briefed and welcomed; and enabling them to develop a deep understanding of Tees-Swale and the project area.
 - Supporting the artists throughout their residencies, for example, by being the key link into Tees-Swale team knowledge and resource and wider YDNPA and North Pennines

National Landscape networks; supporting them with permissions; and providing support for any specific access needs.

- Organising and managing a programme of knowledge exchange activities and sharing and developing legacy resources from the residencies (such as forum events with other protected landscapes, public events, website case studies, film and photo documentation and public exhibitions). They will also work with the Creatively Connected project evaluator to finalise the evaluation report which will be a key resource in measuring success and capturing learning points.
- Working with the Tees-Swale interpretation officer and communications team to support the artists to help tell the stories of their commissions within their local communities and to wider audiences.
- Providing curatorial oversight of the project ensuring spread of commissions and audiences and making connections between artist commissions.
- Ensuring the embedded nature of commissions within the partner organisations.
- Providing mentoring and support to Tees-Swale trainees when they are working on arts programme activity.
- Working with the Tees-Swale Programme Manager to recruit and manage an evaluation consultant
- Supporting the YDNPA & NPAONB to develop their own organisational capacity to develop, commission and deliver artist- led projects.

2.2 This is a **fixed rate contract**, in order to deliver the brief the creative producer will provide up to 94 days over the project period at £350 a day including all expenses over the project period.

3.0 Evaluation

3.1 The Authority will select the tender considering the following principal factors:

- (a) Compliance with quotation documentation
- (b) References

4.0 Canvassing etc

4.1 Any person who canvasses any member or officer of the Authority or the North Pennines National Landscape, whether directly or indirectly, relating to the award of this contract will be disqualified.

4.2 If any person submitting a quotation:

- (a) fixes or adjusts the amount of the quotation by arrangement with any other person; or
- (b) communicates to any person other than the Authority the amount of the quotation (unless the disclosure is made for legitimate purposes, for example in connection with obtaining insurance); or

- (c) agrees with any other person that s/he will not submit a quotation or as to the amount of any quotation to be submitted; or
- (d) offers or pays any sum of money to any person to induce such a person to accept the quotation

then that person shall be disqualified from making a quotation and may be subject to civil and criminal liability.

5.0 How to Complete the Quotation

- 5.1 The quotation must be calculated with careful reference to the contents of this Invitation to Quote, including the Specification and Contract Conditions.
- 5.2 Organisations must submit with their quotation:
 - (i) Details of two referees. The Authority will contact all referees as part of the evaluation process.
 - (ii) if an organisation is an agent, details of its principal.

6.0 Compliance with Documents

- 6.1 Quotations made must be in accordance with all the contract documentation and no changes should be made. Similarly, quotations must not be accompanied by statements making them qualified in any way.
- 6.2 To make a valid quotation, you must complete the whole of Section 3, including providing your answers to the questions under the heading “Quality” as necessary.

7.0 Freedom of Information and Data Protection

- 7.1 The Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and this Quotation does not constitute or contain any obligation of confidentiality in terms of information provided to the Authority by any Party.
- 7.2 Each of the Parties undertakes to comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018, and in particular must not disclose any personal data as defined by that legislation to any individual unless the relevant conditions permitting disclosure are met.

8.0 Enquiries

- 8.1 Any enquiries relating to the contract documents should be addressed to Rebecca Greenfield Yorkshire Dales National Park Authority, (contact details on the covering page of this Invitation to Quote).

SECTION 2: HOW TO QUOTE

2.1 You should only complete the quotation after you have read and fully understood all the contract documents.

2.2 Once a quotation has been accepted, no allowance can be made for any errors, omissions or misjudgements in providing quotations.

2.3 Bids are deemed to be inclusive of all overheads and are exclusive of VAT.

2.4 No quotation will be considered unless received by one of the following methods:

1) in an envelope to Director of Corporate Services, Yorkshire Dales National Park Authority, Yoredale, Bainbridge, Leyburn, North Yorkshire, DL8 3EL. Please write the name of the contract on the top left hand side of your envelope. The envelope must not bear any name or advertising mark indicating the sender eg do not use a franking machine with a company name or logo.

2) By email to procurement@yorkshiredales.org.uk with the title box stating: QUOTATION Creative Producer 11th March. You will receive an immediate automatic confirmation of receipt; if this is not forthcoming please contact the officer named on the front of this Invitation to Quote.

2.5 The quotations should arrive by **noon 11th March** Quotations will remain unopened in this custody until the time appointed for opening.

2.6 Any quotation received after the specified time will be returned promptly to the firm concerned unless the relevant officer is satisfied that there is evidence of sending in time for delivery by the due date in the normal course of postal or electronic delivery and that the other quotations have not been opened. Late quotations will be opened for purposes of identification only and no details will be disclosed.

2.7 Persons quoting will not be allowed to alter their quotations after the date fixed for the receipt of quotations but arithmetical errors may be corrected if found to have been made inadvertently.

2.8 The National Park Authority is not bound to accept the lowest or any quotation.

2.9 Quotations should be based on the completed specification and persons quoting should not make amendments to the specification.

2.10 All persons quoting will be informed whether their quotation has been accepted or not within 15 days of the final date for receipt of quotations.

2.11 If the successful contractor wishes to be exempt from tax at source, it must provide a copy of its exemption certificate (714).

2.12 The successful contractor must provide evidence of £5 million Public Liability Insurance

cover.

2.13 All Contractors must adhere to Health & Safety regulations applicable to their particular method of operation. If risk assessments are required, they must be made available to the National Park Authority, on request.

2.14 It is the responsibility of persons quoting to familiarise themselves with the work to be performed, contract conditions, location of work, programme and all other matters requiring consideration in order that the quote will be firm and comprehensive.

SECTION 3: THE QUOTATION (Please ensure all parts are completed for submission)

TO: Yorkshire Dales National Park Authority

- 3.1 We offer to provide service as a Creative Producer in accordance with the details set out in this quotation.
- 3.2 We agree that this quotation, together with the Authority's written acceptance, will constitute a contract between us.
- 3.3 We confirm that the prices set out in this quotation exclude VAT.
- 3.4 We certify that this is a bona fide quotation and that we have not fixed or adjusted the amount of the quotation in accordance with any arrangement with any third party.
- 3.5 We certify that we have not done, and we agree not to do at any time before the quotation closing date, any of the following:
- (a) informing anyone of the amount or approximate amount of the quotation except where the confidential disclosure of the amount of the quotation is necessary to obtain insurance quotations required in connection with the preparation of the quotation;
 - (b) entering into any arrangement or agreement with any other person or firm that he/it should refrain from quoting or as to the amount of any quotation to be submitted; or
 - (c) offering to pay any sum of money or gift to any person or firm for doing any of the acts in (a) or (b) above.

Signed

Position

On behalf of

Address

.....

Tel

E-mail

Contact Name Tel

PRICE

Fixed Price Contract: 94 days at £350 a day (including all travel and expenses) over the project period, to fulfil the brief.

QUALITY – 100%

The quotation must include

- a) Explanation of how the individual or company demonstrates the skills, knowledge and experience to fulfil the brief, including:
- The expertise to manage a successful Arts Council funded project, including responsibility for managing reporting, budget and evaluation processes. Experience of previous Arts Council funded projects would be advantageous.
 - Experience of selecting and managing artist commissions.
 - A good understanding of the aims of the Tees-Swale: Naturally Connected programme.
 - Ability to work with a diverse partnership and deal with a wide range of people (conservation professionals, communication professionals, volunteers, diverse communities etc).
 - Experience of organising effective knowledge-sharing activities.
 - Excellent communication, report writing skills and time management skills.
 - A pragmatic, 'can do' approach to problem solving.
- b) Please provide details of two referees relating to Service provision

SECTION 4: THE SPECIFICATION

- *Nature of the Goods or Services*

To coordinate project activity including managing the project budget, Arts Council and NHLF reporting and producing regular reports for the Creatively Connected steering group (YDNPA, North Pennines National Landscape team), ACE and the NHLF.

- *Deliverables to be provided and purpose and aim of the services*

- Produce regular reports on progress and budget for the Creatively Connected Steering Group, ACE and the NHLF.
- Manage the selection process for four artist residencies over a two-year period, including developing the artists' brief and managing the recruitment process. First artists to be appointed Spring 2024.
- Induct the artists into the programme including: working with Tees-Swale team members to set up artist shadowing opportunities; ensuring artists are well briefed and welcomed; and enabling them to develop a deep understanding of Tees-Swale and the project area.
- Support the artists throughout their residencies, for example, by being the key link into Tees-Swale team knowledge and resource and wider YDNPA and North Pennines National Landscape team networks; supporting them with permissions; and providing support for any specific access needs.
- Work with the Tees-Swale interpretation officer and communications team to support the artists to help tell the stories of their commissions within their local communities and to wider audiences.
- Provide curatorial oversight of the project ensuring spread of commissions and audiences and making connections between artist commissions.
- Ensure the embedded nature of commissions.
- Provide mentoring and support to Tees-Swale trainees when they are working on arts programme activity.
- Recruit and manage an evaluation consultant.
- Support the YDNPA & North Pennines National Landscape to develop their own organisational capacity to develop, commission and deliver artist- led projects.
- During the final six months of Creatively Connected manage a period of knowledge exchange, sharing and developing legacy resources from the residencies (such as forum events with other protected landscapes and networks, public events, website case studies, film and photo documentation and public exhibitions).
- Work with the Creatively Connected project evaluator to finalise the evaluation report which will be a key resource in measuring success and capturing learning points.
- *Day-to-day provision of the Services*

Project activity will take place across the Upper Teesdale and Upper Swaledale areas and the Creative Producer will be expected to spend time as required at YDNPA offices in Grassington,

Bainbridge and the North Pennines National Landscape office in Stanhope, as well as with the artists and the communities they are supporting.

- *Requirements to obtain any consents for the provision of the Services*

The Creative producer will be responsible for securing any relevant permissions associated with the artist commissions for example photo consents, SSI consents etc.

- *Reporting/monitoring requirements and Key deliverables*

PROJECT SET UP/ RESOURCING	
Project begins	
Recruit project producer	March 2024
Recruit project evaluator	April 2024
Develop strategic marketing plan	April 2024
Recruit Interpretation resource	May 2024
Trainee recruitment cycle (Tees-Swale community engagement trainees, employed by the YDNPA and the North Pennines National Landscape)	April 2024 – March 2025
Creatively Connected Steering Group Meetings	Quarterly
Marketing/ interpretation activity (at key milestones to be agreed in strategy marketing plan and with communications/ interpretation role)	June 2024 – September 2025
RESIDENCIES 1 & 2 (Cohort 1)	
Develop artist brief	March 2024
Artist recruitment, interviews, selection, contracting	April 2024
Artists briefing and orientation/ shadowing/ site visits	May 2024
Artists develop project ideas	June 2024
Artists public engagement	July – Nov 2024
Legacy and evaluation	Nov – Dec 2024
RESIDENCIES 3 & 4 (Cohort 2)	
Develop artist brief	Feb – March 2024
Artist recruitment, interviews, selection, contracting	October 2024
Artists briefing and orientation/ shadowing/ site visits	December 2025
Artists develop project ideas	January 2025
Artists public engagement	February – July 2025
Legacy and evaluation	August 2025
PROGRAMME EVALUATION & LEGACY ACTIVITY	
Programme evaluation framework developed	June 2024
Programme evaluation at key milestones (to be defined in plan)	Quarterly
Monitoring activity (throughout)	As Required
Final evaluation report	August 2025
Presentation of evaluation findings at knowledge exchange event	September 2025

Knowledge exchange events (At end of Year 1 and at end of Year 2)	Jan -- Feb 2024
Legacy activity - to be defined by outcomes of artist commissions	May -- June 2025
COMPLETION	
Creatively Connected completed (September 2025)	

Quality – 100 % - 100 Marks

Marking Scheme

Evaluation will be carried out by an Authority officer-based panel comprising 2 officers.

Criterion	Maximum marks	Method of evaluation
Demonstration of the expertise to manage a successful Arts Council funded project, including responsibility for managing reporting, budget and evaluation processes.	30	Average mark awarded based on evidence of relevant experience
Experience of selecting and managing artist commissions.	30	Average mark awarded based on evidence of relevant experience
Ability to work with a diverse partnership and deal with a wide range of people (conservation professionals, evaluators, communication professionals, volunteers, diverse communities etc).	10	Average mark awarded based on evidence of experience and/or approach to working with: conservation professionals, evaluators, communication professionals, volunteers, diverse communities
Experience of organising effective knowledge-sharing activities.	10	Average mark awarded based on evidence of organizing similar events
Ability to demonstrate how the bidder can meet the timescale for the project	10	Average mark based on explanation of how the bidder can meet the project timescale.
A good understanding of the aims of the Tees-Swale: Naturally Connected programme.	10	Evidence of understanding the programme aims, and the geographical area.

APPENDIX A

THE AGREEMENT

NB: This is the form of Agreement the successful bidder will be required to sign. It is included here for information only and you do not need to complete it at this stage.

Date

The Authority **YORKSHIRE DALES NATIONAL PARK AUTHORITY** of
Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL

The Contractor

BACKGROUND

- (A) The Authority is an English National Park Authority responsible for the Yorkshire Dales National Park.
- (B) The Authority published a contract notice [REFERENCE] on [DATE] on Contracts Finder seeking expressions of interest from potential providers for the provision of the Services and/or the Goods.
- (C) The Authority has selected the Contractor to provide the Services and/or the Goods and the Contractor is willing and able to provide the Services and/or the Goods in accordance with the terms and conditions of this Contract.

THE AGREEMENT

1. The following documents are incorporated into this Agreement:
 - (a) The quotation accepted by the Authority (including all the documents referred to in the quotation).
 - (b) The Contract Conditions.
 - (c) The Specification.
2. The documents in 1 are termed “the Contract Documents”.
3. In consideration of the amounts to be paid by the Authority in accordance with the Contract Documents, the Contractor agrees with the Authority to provide *[insert description of goods or services]* to the Authority’s satisfaction in accordance with the Contract Documents.

SIGNED by duly authorised signatories of the Authority and the Contractor respectively.

.....
for the Authority

.....
for the Contractor

Annex B

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1. Interpretation

The following definitions and rules of interpretation apply in this contract (unless the context requires otherwise).

1.1 Definitions:

Authority means Yorkshire Dales National Park Authority of Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: **x** March 2024

Authority Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Authority and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Authority during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Authority or the Consultant's computer systems or other electronic equipment during the Engagement.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, Authority's suppliers, products, affairs and finances of the Authority for the time being confidential to the and trade secrets including, without limitation, technical data and know-how relating to the Business of the Authority or any of its suppliers, customers, Authority's, agents, distributors, shareholders, management or business contacts, including information that the Consultant creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Deliverable: any outputs of the Services and any other documents or materials provided by the Consultant to the Authority as detailed in the Specification or in relation to the Services (excluding the Consultant's equipment).

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Engagement: the engagement of the Consultant by the Authority on the terms of this agreement.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Services: the services provided by the Consultant in a consultancy capacity for the Authority as more particularly described in the Specification.

Specification means the specification for the Services attached to the Form of Agreement;

Termination Date: means 11 September 2025

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. Term of engagement

- 2.1 The Authority shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue until the Termination Date unless it is terminated earlier as provided by the terms of this agreement.

3. Duties and obligations

3.1 During the Engagement the Consultant shall:

- (a) provide the Services, including the Deliverables, with all due care, skill and ability and use their best endeavours to promote the interests of the Authority;
- (b) unless prevented by ill health or accident, devote at least 94 days between x March 2023 and 11 September 2025 to the carrying out of the Services together with such additional time, if any, as may be necessary for their proper performance
- (c) promptly give to the Authority all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables.

3.2 If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Authority of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.

3.3 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as the Authority may require.

3.4 Unless they have been specifically authorised to do so by the Authority in writing, the Consultant shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of the Authority; or
- (b) hold themselves out as having authority to bind the Authority.

3.5 The Consultant shall comply with all reasonable standards of safety and comply with the Authority's health and safety procedures from time to time in force at the premises where the Services are provided.

3.6 The Consultant shall comply with the Authority's policies on Anti-harassment, Anti-bullying and Anti-victimisation; Equality, Diversity and Inclusion.

3.7 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

- (a) the Authority will not be liable to bear the cost of such functions; and
- (b) at the Authority's request the third party shall be required to enter into direct undertakings with the Authority, including with regard to confidentiality.

3.8 The Consultant shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
- (c) ensure that all persons associated with the Consultant or other persons who are performing services [in connection with this agreement comply with this clause 3.10; and

3.9 Failure to comply with clause 3.10 may result in the immediate termination of this agreement.

3.10 The Consultant shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this clause 3.12; and

3.11 Failure to comply with clause 3.12 may result in the immediate termination of this agreement.

4. Fees

4.1 The Authority shall pay the Consultant a fee of £350 per day exclusive of VAT. On the last working day of each month during the Engagement the Consultant shall submit to the Authority an invoice which gives details of the day the Consultant has worked during the month, the Services provided and the amount of the fee payable (£350) for the Services during that month.

4.2 In consideration of the provision of the Services during the Engagement, the Authority shall pay each invoice submitted by the Consultant in accordance with clause 4.1 within 30 days of receipt.

4.3 The Authority shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Authority at any time.

- 4.4 Payment in full or in part of the fees claimed under clause 4 shall be without prejudice to any claims or rights of the Authority against the Consultant in respect of the provision of the Services.

5. Expenses

- 5.1 The Consultant shall bear their own expenses (including travel) incurred in the course of the Engagement.

6. Other activities

- 6.1 Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:
- (a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;
 - (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the without the prior written consent of the Authority (such consent not to be unreasonably withheld); and
 - (c) the Consultant shall give priority to the provision of the Services to the Authority over any other business activities undertaken by the Consultant during the course of the Engagement.

7. Confidential information

- 7.1 The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.
- 7.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Authority or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 7.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Authority Property in their possession to the Authority.

- 7.4 Nothing in this clause 7 shall prevent the Consultant or, where applicable, the Authority (or any of its officers, employees, workers or agents) from:
- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
 - (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
 - (c) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
 - (d) complying with an order from a court or tribunal to disclose or give evidence;
 - (e) making any other disclosure as required by law; or
 - (f) disclosing information to any person who owes a duty of confidentiality (which the Consultant and the Authority agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in the Consultant's case, persons providing them with medical, therapeutic, counselling or support services.

8. Data Protection

- 8.1 The Authority will collect and process information relating to the Consultant in accordance with the privacy notice which is on the Authority's website.
- 8.2 The Consultant and the Authority acknowledge that with regard to their rights and obligations under the agreement, for the purposes of the Data Protection Legislation, both parties are Data Controllers.
- 8.3 The Consultant and the Authority will comply with the Data Protection Legislation.
- 8.4 The Consultant shall promptly (and without undue delay) notify the Authority in writing of any Personal Data Breach or breach of the Data Protection Legislation of which it becomes aware to the extent that such Personal Data Breach or breach of the Data Protection Legislation is likely to affect the Authority.
- 8.5 The Consultant shall have personal liability for and shall indemnify the Authority for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.

9. Intellectual property

- 9.1 The Consultant hereby assigns to the Authority all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Authority.
- 9.2 The Consultant undertakes:
- (a) to notify to the Authority in writing full details of any Inventions promptly on their creation;
 - (b) to keep details of all Inventions confidential;
 - (c) whenever requested to do so by the Authority and in any event on the termination of the Engagement, promptly to deliver to the Authority all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in their possession, custody or power;
 - (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Authority; and
 - (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Authority.
- 9.3 The Consultant warrants to the Authority that:
- (a) they have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - (b) they are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - (c) the use of the Works or the Intellectual Property Rights in the Works by the Authority will not infringe the rights of any third party.
- 9.4 The Consultant agrees to indemnify the Authority and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Authority, or for which the Authority may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to the Authority during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and ensure that the Authority's interest is noted on the policy, and shall supply a copy of the policy to the Authority on request. The Authority may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

- 9.5 The Consultant waives any moral rights in the Works to which they are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Consultant's moral rights.
- 9.6 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Consultant in respect of the performance of their obligations under this clause 9.

10. Insurance and liability

- 10.1 The Consultant shall have personal liability for and shall indemnify the Authority for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services.
- 10.2 The Consultant shall take out and maintain public liability insurance against its liabilities under clause 10.1 for the minimum sum of £5 million in respect of any one incident and unlimited in aggregate.
- 10.3 The Consultant must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of the Contract is £10 million).
- 10.4 The Consultant must have professional indemnity insurance in an amount of £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences which is sufficient to cover its liabilities under the Contract.
- 10.5 The Consultant shall on request supply to the Authority copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 10.6 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Authority without delay.

11. Termination

11.1 Notwithstanding the provisions of clause 2.2, the Authority may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- (a) commits any gross misconduct affecting the Authority;
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Authority;
- (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) is in the reasonable opinion of the Authority negligent or incompetent in the performance of the Services;
- (e) is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
- (f) dies or is incapacitated (including by reason of illness or accident) from providing the Services;
- (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Authority brings or is likely to bring the Consultant or the Authority into disrepute or is materially adverse to the interests of the Authority;
- (h) commits any breach of the Authority's policies and procedures;
- (i) commits any offence under the Bribery Act 2010; or
- (j) commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

11.2 The rights of the Authority under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Authority in exercising its rights to terminate shall not constitute a waiver of these rights.

12. Obligations on termination

12.1 On the Termination Date the Consultant shall:

- (a) immediately deliver to the Authority all Authority Property and Confidential Information in their possession or under their control;

- (b) subject to the Authority's data retention guidelines, irretrievably delete any information relating to the Authority stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in their possession or under their control outside the premises of the Authority. This obligation includes requiring any Substitute to delete such information where applicable. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information and, as such, must be deleted from personal social or professional networking accounts; and

13. Status

- 13.1 The relationship of the Consultant to the Authority will be that of independent contractor and nothing in this agreement shall render them an employee, worker, agent or partner of the Authority and the Consultant shall not hold themselves out as such.
- 13.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Authority for and in respect of:
 - (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Authority against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Authority in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Authority's negligence or wilful default; and
 - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the Authority arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Authority.

14. Notices

- 14.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
 - (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party; or

(b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

(i) Authority: [Rebecca.greenfield@yorkshiredales.org.uk]

(ii) Consultant: [e-mail address] and [e-mail address]

14.2 Unless proven otherwise, any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission.

14.3 If deemed receipt under clause 14.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 14.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15. Entire agreement

15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16. Variation

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



17. Third party rights

- 17.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 17.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

18. Governing law

- 18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. Jurisdiction

- 19.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).