**HULL 2017 - LOOK UP ARTIST AGREEMENT**

**PAPER CITY**

**THIS AGREEMENT** is made on 2017

**BETWEEN**

1. **HULL UK CITY OF CULTURE 2017 LIMITED** a company incorporated and registered in England and Wales with company number 09106231 (with registered charity number 1162199) whose registered office is at Pacific Exchange, 40 High Street, Hull, HU1 1PS (**“Hull 2017”**); and

2. **JACQUI PONCELET** of 117a Bellenden Road, London, SE15 4QY (the “**Artist**”)

**BACKGROUND**

Hull 2017 is responsible for organising and hosting the Hull UK City of Culture 2017 (“**UK City of Culture**”) and has commissioned the Artist to create and produce a new work which it is intended will form part of the project known as Paper City (which itself forms part of the Look Up project and is part of UK City of Culture) and described in Schedule 1 (the “**Project**”).

**DOCUMENTATION**

The following Hull 2017 policies and guidelines are referred to in this Agreement:

1. Hull 2017 Environmental Policy ([Word Online Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=XjZ1trGYdZUBzhyE5748t8KiaOr%2fswrYwGR5uZmkHVQ%3d&docid=00356927851ce42a9bebdffb3eaf54669&rev=1)) ([PDF Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=IuRZRnSxG118MUHQIjsneKCX81mCA0aJ%2b9rmUOOvmwA%3d&docid=0ae0b2f71605244059203b092292f650e&rev=1)) and Hull 2017 Environmental Policy Statement ([Word Online Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=6WyxD7O%2fVIoQZRHz%2fG8HJBdfXcl3SPBpDfefD3Y8%2blo%3d&docid=06adcd45e4c5546b5aea58c60adfa0d9d&rev=1)) ([PDF Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=yvk38q1OCY0Al1jevl%2bfV2hQH2MD7BbqjMpnOC5q9vQ%3d&docid=0dc37a594d08a42999b0960717e450fda&rev=1))
2. Hull 2017 Equality and Diversity Policy ([Word Online Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=gWRH2HWg%2faihd1LR25yDfBdpcNlTFA0tQR8TSBo0BSk%3d&docid=004ca4f80e2d74d75854d655f40251aa0&rev=1)) ([PDF Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=8wAyJIUze4eAsz72MpabfPUbs8IPbuvkVlPK%2bcP2bSc%3d&docid=0bacb66637128429493cb9b53be72f324&rev=1))
3. Hull 2017 Health and Wellbeing Policy ([Word Online Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=D%2bsdf%2fW8FuBjJZYHE9PtCdT2cRQTSynAfMLTDQkK9P4%3d&docid=086c6fe4f14f74e4992bc0ab09c2de446&rev=1)) ([PDF Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=wuf8vdFMq2GOB3kFtacf7V6z8BYVTs%2b13U5ZSLSLdDQ%3d&docid=060e17389591d464ca3f53584da78fed7&rev=1))
4. Hull 2017 Access Policy ([Word Online Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=B%2foQk0p5vPupgoGGkjm%2fvpSZavuhBU%2b4%2bDN1Be0GQYE%3d&docid=0481379551f844e05ad227c7d91f7dea1&rev=1)) ([PDF Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=jYvavWD2eRWlnXLrIUxERoEDceTZEeQI3CrxrwSZxu0%3d&docid=0bf0a47b5ad9d4446b4e65871ebcb737d&rev=1)) and Hull 2017 Access Guide to accompany Access Policy ([Word Online Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=yGyXG1TtkYPFYN61OTYJV8TbiNA3UFteVuWqvv%2fJgiA%3d&docid=02b5f623d39f640bd90d048c5fa1630a5&rev=1)) ([PDF Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=lanp6EFgQV83swQ0%2fw%2b5cg5XofiOYmNUv7fo4WK4dwo%3d&docid=03985c9e1faef497585734175aa8b9ccb&rev=1))

**AGREED TERMS**

1. **ARTIST OBLIGATIONS**
   1. Hull 2017 commissions the Artist to (i) create the new work detailed in Schedule 1 (the “**Commissioned Work**”) by the delivery date set out in Schedule 2 (the “**Delivery Date**”) (ii) produce the Commissioned Work as part of the Project and (iii) provide any other services set out in Schedule 1.
   2. The Artist shall:
      1. create the Commissioned Work in accordance with the brief attached to this Agreement (the “**Brief**”);
      2. produce the Commissioned Work as part of the Project;
      3. be responsible for (i) purchasing all materials required in order to produce and install the Commissioned Work at the agreed location for the Commissioned Work (the “**Location**”), other than those materials which it has been agreed will be provided by G F Smith (ii) installing the Commissioned Work at the Location and (iii) de-installing the Commissioned Work and removing the Commissioned Work from the Location, all in accordance with the timetable set out in Schedule 2;
      4. provide those services set out in Schedule 1 and adhere to the timetable set out in Schedule 2;
      5. attend such meetings relating to the Commissioned Work as Hull 2017 may require (and be responsible for the costs of any necessary UK travel and/or accommodation);
      6. advise Hull 2017 of any matter which could entail any significant changes to the Commissioned Work at the earliest possible moment;
      7. perform the Artist’s services conscientiously, in a competent manner and to the full limit of Artist’s technical, artistic and creative skill as, where and in willing co-operation with such persons as Hull 2017 may require;
      8. engage the services of any delivery partner organisations, administrative staff and other personnelrequired for the Commissioned Work;
      9. where required by Hull 2017, produce risk assessments, method statements and safe systems of work and ensure that all activities comply with the provisions of these documents;
      10. comply with (i) Hull 2017’s policies in respect of health safety and security when attending any premises of Hull 2017 or any venue of UK City of Culture and (ii) the provisions of The Health and Safety At Work Act 1974, the Management of Health & Safety at Work Regulations 1999 and all regulations thereunder and the Construction (Design and Management) Regulations 2015;
      11. inform Hull 2017 immediately in writing of anything that significantly delays, threatens or makes unlikely the successful delivery of the Commissioned Work or any key part of it; and
      12. comply with any other relevant terms of this Agreement.
2. **HULL 2017 OBLIGATIONS**
   1. Hull 2017 shall have the right to review the Commissioned Work as outlined in Schedule 2 and shall provide feedback on the Commissioned Work, and shall allow the Artist a further reasonable period of time in which to develop the proposed Commissioned Work and resubmit the Commissioned Work for its approval.
   2. Hull 2017 reserves the right not to display the Commissioned Work during UK City of Culture if it so chooses, without affecting any of its rights or obligations under this Agreement.
   3. Hull 2017 shall:
      1. liaise with the Artist on a regular basis and assist the Artist with the production, promotion and public presentation of the Commissioned Work;
      2. where relevant advise on matters relating to UK City of Culture including transportation, security, marketing and other related logistic and production issues;
      3. provide funding for the Commissioned Work in accordance with Section 2 of this Agreement;
      4. assist Artist with the mitigation of any risks relating to the Commissioned Work; and
      5. comply with any other relevant terms of this Agreement.
3. **FEE AND EXPENSES**
   1. In consideration of the provision by the Artist of their services in the creation and production of the Commissioned Work pursuant to this Agreement, Hull 2017 shall pay the fee to the Artist on the dates specified in Schedule 2 of this Agreement (the “**Fee**”).
   2. The Artist acknowledges that the Fee shall be in full and final consideration of all rights granted to Hull 2017 and no further sums shall be payable in connection with the use of the Commissioned Work by Hull 2017 its assignees or licensees or any Co-commissioners in accordance with this Agreement.
   3. Subject to clause 3.4 below, Hull 2017 shall pay the Fee to the Artist in the instalments set out in Schedule 2 in accordance with the following procedure:
      1. Artist shall complete an invoice in the agreed form for the relevant payment period to Hull 2017;
      2. Artist and Hull 2017 shall meet (in person or by telephone) prior to the relevant payment date to discuss and evaluate whether any relevant milestones have been met and, after Hull 2017 has confirmed that any such milestone has been met, Hull 2017 shall make payment of the relevant instalment.
   4. Unless Hull 2017 agrees otherwise, it shall not pay an instalment of the Fee to the Artist at any time when:
      1. Hull 2017 is not satisfied that any relevant milestone has been met; or
      2. Artist fails to perform or observe any term of this Agreement; or
      3. if any other event occurs which Hull 2017 reasonably believes will directly impact the ability of Artist to deliver the Commissioned Work.
   5. The Artist acknowledges that Hull 2017 shall (i) only instruct the Artist to commence production of the Commissioned Work and make the second payment referenced in this Agreement when the Artist’s design proposal has been accepted by the steering group for the Project (such group including Hull 2017 and G F Smith) and (ii) that if it is decided by the steering group that such design proposal is not suitable then no further monies shall be payable by Hull 2017 to the Artist.
   6. The final instalment of the Fee will be withheld until the Artist has:
4. submitted a final statement of income and expenditure against the budget for the Commissioned Work;
5. submitted a completed evaluation report for the Commissioned Work;
6. submitted any other documentation required under this Agreement; and
7. completed satisfactory decommissioning of the work and removal from site.
   1. The Artist shall not incur any expenses or costs on behalf of Hull 2017 unless either (i) agreed in Schedule 2 or (ii) with Hull 2017’s prior written consent. Hull 2017 shall reimburse those expenses agreed in advance as necessary for the proper performance of the Services within thirty (30) days of receipt of the Artist’s invoice and all relevant receipts.
8. **INTELLECTUAL PROPERTY AND CREDITING**
   1. The intellectual property rights in the Commissioned Work are owned by the Artist. Subject to clause 4.2, the Artist grants Hull 2017 on an exclusive, royalty free basis (with the right to sub-licence and to co-commission) and without any restrictions or limitations for the period from the date of delivery of the Commissioned Work until 31 December 2017 (the “**Term**”):
      1. the right to use and exploit, publish and reproduce the Commissioned Work, throughout the world on any number of occasions and by any means whatsoever including by any and all media now known or hereafter devised; (including but not limited to all rights of communication to the public by satellite, internet streaming technology, internet-secure download and all kinds of television exhibition and by means of public exhibition);
      2. all and any rental and lending rights in relation to the licence of the Commissioned Work and the Artist confirms that the Fee includes adequate and equitable remuneration in respect of the licence of the said rental right; and
      3. all consents, permissions, waivers and approvals required by Hull 2017 (whether under Part II of the 1988 Copyright Designs and Patents Act or otherwise) throughout the world to enable Hull 2017 to exploit the Commissioned Work, as it deems fit in its absolute discretion.
   2. In the event that any part of the Commissioned Work is subject to a creative commons licence then the Artist licences the Commissioned Work to Hull 2017 subject to such creative commons licence.
   3. The Artist may not commercially exploit the Commissioned Work without written agreement from Hull 2017 or any successor of Hull 2017 (not to be unreasonably withheld), and without payment to Hull 2017 or any successor of Hull 2017 to be agreed as appropriate.
   4. The Artist shall not prevent Hull 2017 or any person authorised by it from exploiting the rights granted under this agreement in any manner, now existing or to be created in the future.
   5. The Artist shall not make nor authorise to be made any copies of the Commissioned Work or a substantial part of the Commissioned Work without the prior written consent of Hull 2017.
   6. The Artist hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which it has or will have in the Commissioned Work, provided that Hull 2017 will afford the Artist the credit “created by Jacqui Poncelet" and will credit the Artist wherever reasonably practicable.
   7. The Artist grants Hull 2017 the right to use the Artist’s name, approved likeness and approved biographical material in connection with the exploitation of the rights granted to Hull 2017 under this clause 4. Any material supplied by the Artist or its representatives shall be deemed to be approved for the purposes of this clause.
   8. Hull 2017 shall be entitled without consulting the Artist and without payment to the Artist to make any photograph and to include or authorise the inclusion of the Commissioned Work or any such photograph in any publication, film, video or television broadcast which is intended to advertise, promote or document the making of the Commissioned Work or UK City of Culture.
9. **ARTIST UNDERTAKINGS**
   1. The Artist warrants, undertakes and agrees with Hull 2017 that:
      1. the Artist shall promptly comply with all reasonable instructions received from Hull 2017 in relation to the creation and delivery of the Commissioned Work;
      2. the Commissioned Work shall be suitable for inclusion in UK City of Culture;
      3. the installation and de-installation of the Commissioned Work will be carried out (a) in a proper and workmanlike manner, (b) in accordance with the standards of workmanship (if any) specified or referred to in or under this Agreement and (c) in any case in a manner appropriate to the Project, so that the installation works will be reasonably fit for their intended purpose.
      4. the Artist shall be the sole author of the Commissioned Work, and the Commissioned Work shall be original to the Artist and created by the Artist and shall not have been previously published or exploited and shall not under the laws in force in the UK be obscene, libellous, blasphemous or offensive to religion;
      5. the Commissioned Work shall not infringe any right of copyright or moral right or right of privacy or right of publicity or right of personality or trade mark right or right of confidence or any other right of any nature or any other right whatever of any third party nor be prejudicial or damaging to the reputation of Hull 2017;
      6. the Artist is the sole absolute unencumbered legal and beneficial owner of all rights of copyright and other rights in and to the Commissioned Work throughout the world;
      7. the Artist has the full right and power to enter into this agreement and has not assigned, licensed or encumbered or transferred or otherwise disposed of any rights of copyright or any other rights in or to the Commissioned Work to any person and shall not assign or license or otherwise encumber any of its rights in the Commissioned Work in any manner which might interfere with or be incompatible with any of the rights granted to Hull 2017 in this Agreement;
      8. the Artist undertakes to indemnify Hull 2017 and to keep Hull 2017 fully and effectively indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice the legal costs of Hull 2017 on a solicitor and own client basis), awards and damages however arising directly or indirectly as a result of any breach or non-performance by the Artist of any of the Artist’s warranties, obligations or undertakings; and
      9. the Artist shall do any and all acts (including without limitation the prosecution and defence of legal proceedings) and execute any and all documents in such manner and at such locations as may be required by Hull 2017 in its sole discretion in order to protect, perfect or enforce any of the rights granted or confirmed to Hull 2017 pursuant to this Agreement. As security for the performance by the Artist of the Artist's obligations under this Agreement in the event that the Artist shall have failed following 14 days' notice from Hull 2017 to execute any document or perform any act Hull 2017 shall have the right to do so in the place and stead of the Artist as the lawful appointed attorney of the Artist and the Artist undertakes and warrants that the Artist shall confirm and ratify and be bound by any and all of the actions of Hull 2017 pursuant to this clause 6.1.12 and such authority and appointment shall take effect as an irrevocable appointment pursuant to the Powers of Attorney Act 1971 Section 4.
   2. The Artist acknowledges that Hull 2017, in order to facilitate this commission, may enter into a co-commissioning agreement (a “**Co-Commissioning Agreement**”) with a third party producer (a “**Co-commissioner**”) who proposes to produce the Commissioned Work to whom Hull 2017 will sublicense its rights hereunder for such purpose.
   3. The Artist acknowledges that they shall not be entitled to any additional commissioning fees arising from Hull 2017 entering into a Co-commissioning Agreement and that Hull 2017 shall be entitled to grant any such Co-commissioner any of the rights granted to Hull 2017 pursuant to this Agreement.
10. LIABILITY AND INDEMNITY   
    1. The Artist shall have personal liability for and shall indemnify Hull 2017 for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Artist of the terms of this Agreement, including any negligent or reckless act, omission or default in the provision of this Agreement.
    2. The Artist shall indemnify Hull 2017 against any losses suffered by Hull 2017 as a result of any claim or threatened claim that the Commissioned Work infringes the intellectual property rights of any third party.
    3. Hull 2017's liability in respect of this Agreement shall be limited to the lesser of the amount of fees paid to the Artist pursuant to this Agreement during the Artist’s engagement or over the twelve month period prior to which such liability arose.
    4. Nothing in this Agreement excludes or limits Hull 2017's liability in respect of death or personal injury caused by the negligence of Hull 2017.
    5. The Artist shall be fully responsible for and indemnify Hull 2017 against any liability, assessment or claim for:
       1. taxation whatsoever arising from or made in connection with this Agreement, where such recovery is not prohibited by law; and
       2. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Artist against Hull 2017 arising out of or in connection with the provision of this Agreement, except where such claim is as a result of any act or omission of Hull 2017.
    6. Hull 2017 may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Artist.
11. TERMINATION
    1. Hull 2017 may at any time terminate the Artist’s engagement with immediate effect with no liability to make any further payment to the Artist if:
       1. the Artist is in material breach of any of the Artist’s obligations under this Agreement; or
       2. other than as a result of illness or accident, after notice in writing, the Artist wilfully neglects to provide or fails to remedy any default in providing the Services.
    2. If Hull 2017 terminates this Agreement and/or cancels the Commissioned Work because the Artist is in material breach of a term of this Agreement (having failed to remedy such breach (if capable of remedy) as set out above) then the Artist shall forthwith repay all sums paid by Hull 2017 to the Artist up to the date of such termination or cancellation.
    3. Any delay by Hull 2017 in exercising its rights to terminate shall not constitute a waiver of those rights.
    4. If the Artist terminates this Agreement without cause the Artist shall forthwith repay all sums paid by Hull 2017 to the Artist up to the date of such termination or cancellation.
    5. In the event that Hull 2017 postpones, cancels, delays or abandons the production of the Commissioned Work, Hull 2017 shall not be liable in respect of any claim for loss of publicity or opportunity to enhance the Artist’s reputation, goodwill or business prospects.
12. **MARKETING AND PROMOTION**
    1. Hull 2017 shall be responsible for managing all media relations relating to the Commissioned Work until 31 December 2017 and, to this end, the Artist agrees not to speak to the media (including but not exclusive to print, radio, television, digital and web-based media including social networking sites) about the Commissioned Work without Hull 2017’s prior agreement. In addition, the Artist will keep Hull 2017 informed of other media interests and commitments relating to other work being undertaken in order that Hull 2017 can create a coherent media strategy any presentation of the Commissioned Work.
    2. The Artist shall provide Hull 2017 with approved biography, text and approved images to be used in association with any presentation of the Commissioned Work and the UK City of Culture in general, and will give reasonable assistance to Hull 2017 in publicising the presentation of the Commissioned Work including attendance at press conferences and photo calls as well as giving interviews. Hull 2017 shall have the right to edit any text provided by the Artist as required for marketing purposes and use such text, images and biographical information for marketing, promotional and other purposes connected with the UK City of Culture.
    3. Both parties will use reasonable endeavours to maximize the media coverage (including but not limited to print, radio, television, digital and web-based media) in respect of the Commissioned Work to mutual benefit.
    4. The Artist agrees to ensure that if the Commissioned Work is displayed outside of Hull after 2017 the following line credit will be used:

“Paper City was originally created by Jacqui Poncelet, as part of Hull UK City of Culture 2017”

1. 2017 FUNDERS
   1. The Artist acknowledges that Hull 2017 has a range of commercial partners supporting UK City of Culture and that these commercial partners shall be entitled to receive credit on marketing materials relating to the Project and UK City of Culture, and Artist shall not do anything to knowingly damage Hull 2017’s relationship with its funders nor do anything that would bring Hull 2017 or UK City of Culture into disrepute.
   2. The Artist shall not, without Hull 2017’s consent, enter into any sponsorship or other commercial arrangement in relation to the Commissioned Work.
   3. Hull 2017 is carrying out promotional and engagement activities for UK City of Culture and may require the Artist to take part in such activities. Hull 2017 will endeavour to provide the Artist with reasonable notice of any such activity.
2. **POLICIES**

Artist acknowledges the high priority given by Hull 2017 to (i) accessibility (ii) protection of children and vulnerable adults (iii) equality and diversity (iv) wellbeing and communities and (v) the environment and sustainability, and that these are key considerations in planning for and staging UK City of Culture. Artist shall at all times:

* + 1. use its best endeavours to make the Commissioned Work fully accessible to as wide a range as possible of artists, employees, participants and audiences, including complying with Arts Council England’s Creative Case and Hull 2017’s Accessibility Policy;
    2. follow best practice in having appropriate policies and procedures in place to ensure the protection of children, young people and vulnerable adults including policies for lost children; and
    3. use its best endeavours to adhere (and to procure adherence by any sub-contractors) to Hull 2017’s Environmental and Sustainability Policy, Equality and Diversity Policy and Wellbeing and Communities Policy.

1. **CREATIVE LEARNING**

Artist shall, to the extent reasonably practicable, be available to meet with participants of Hull 2017’s learning and engagement programme at times to be agreed between the parties.

1. **MONITORING AND EVALUATION**

Artist shall assist Hull 2017 with the evaluation of the commissioning process and the public presentation of the Commissioned Work using the guidelines being developed by Hull 2017 (such guidelines to include the collection and sharing of data from a range of beneficiary groups) and (ii) contribute fully to the evaluation of UK City of Culture which will be undertaken by Hull 2017, the University of Hull and other approved evaluators, including providing such data and statistics as Hull 2017 shall notify to the Artist relating to:

1. the number and type of participants/audience of the Commissioned Work;
2. artistic, technical or other business capacity building; and
3. such other information as shall be required for evaluation and monitoring purposes.
4. **LEGACY**

It is acknowledged that the parties’ objectives for the Project include a measurable and long-term legacy (“**Legacy”**) and each party agrees to use its reasonable endeavours throughout the development and delivery of the Commissioned Work to further the Legacy of the Project.

1. **INSURANCE, RISK AND TITLE**
   1. The Artist shall maintain in force during the term professional indemnity insurance cover of not less than £500,000 and public and products liability cover of not less than £5,000,000 and shall provide copies of such insurance documentation to Hull 2017 upon request.
   2. The Artist shall retain the risk of and maintain insurance against damage or destruction of any element of the Commissioned Work until such time as the Commissioned Work has been delivered to and accepted by Hull 2017 in accordance with this Agreement and Hull 2017 shall accept risk in the Commissioned Work and keep the Commissioned Work fully insured until such time as the Commissioned Work is de-installed and removed by the Artist, at which point the risk of damage or destruction to the Commissioned Work shall revert to the Artist and the Artist shall maintain insurance against the risk.
   3. Title to all elements of the Commissioned Work shall remain with Artist at all times.

1. **FORCE MAJEURE**
   1. If either party is prevented from or delayed in the performance of any of its obligations under this Agreement by any event (a “**Force Majeure Event**”) beyond the reasonable control of that party, including, but not limited to, acts of God, civil commotion, war, earthquake, fire, flood, industrial action or terrorist action, then it shall notify the other party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than 60 working days, the party not claiming relief under this clause shall be entitled to terminate the Agreement in whole or in part by giving the other party 30 working days’ written notice.
   2. If performance by either party of such party's obligations under this Agreement is only partially affected by a Force Majeure Event, such party shall at the other party's sole option nevertheless remain liable for the performance of those obligations that are not affected by the Force Majeure Event.
2. **DATA SHARING**
   1. Where legally able to do so, the Artist shall provide Hull 2017 such access as shall be requested to marketing and other databases for the purposes of marketing and of evaluation by Hull 2017 of the Project and UK City of Culture.
   2. Artist warrants that, to the extent it processes any personal data on behalf of Hull 2017:

### it shall act only on instructions from Hull 2017; and

### it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

### only transfer Hull 2017 Personal Data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject after written authorisation by Hull 2017 which may be granted subject to such conditions as Hull 2017 deems necessary.

* 1. In this clause 26, Personal Data has the meaning given in the Data Protection Act 1998.

1. **GENERAL**
   1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   2. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (if an Artist), their home address or sent by email to the email addresses notified by the respective parties from time to time.
   3. The Artist shall treat all information of any kind supplied to him/her by or for Hull 2017 (except for information lawfully in the public domain before it is supplied) as confidential and shall not use such information (except only for the purpose of providing the Services), nor disclose it to any third party, nor make any press or other public announcement or statement of any kind relating to the provision of the Services, without Hull 2017’s prior written consent (except to the extent required by law or by a court of competent jurisdiction or other competent authority).
   4. This Agreement may only be varied by a document signed by both the Artist and Hull 2017.
   5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Artist and Hull 2017 shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.
   6. If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
   7. Hull 2017 shall be entitled to assign or license any and all of its rights under this Agreement. All of the representations, warranties and covenants on the part of the Artist contained in this Agreement shall be binding on the personal representatives, heirs and beneficiaries of the Artist and the Artist's estate and shall ensure for the benefit of any assignee, licensee or sub-licensee of Hull 2017 and if such assignee or licensee undertakes direct with the Artist to comply with Hull 2017's obligations in this Agreement Hull 2017 shall be under no further liability under this Agreement after that event.
   8. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   9. No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement. No single or partial exercise of any right, power, privilege or remedy shall preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at law or in equity.
   10. Neither party shall bring any proceedings against the other in respect of this Agreement unless the party intending to bring proceedings first makes a bona fide offer to participate immediately in a mediation conducted by a mutually agreed third party or a certified mediator and the other party declines the mediation.
   11. This Agreement contains the entire agreement between the parties in relation to the subject-matter of this Agreement.
   12. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.

**SCHEDULE 1**

**COMMISSIONED WORK**

**Look Up**

As part of Hull 2017’s overall artistic and cultural offer, a significant programme of temporary artworks is being commissioned for the city centre - ‘Look Up’. These ambitious commissions will respond to, and reveal in new and surprising ways, Hull’s remarkable architecture, streets and public spaces.

Artists, architects and designers are being invited to create work that alters the city in some way, shifting perceptions of place, turning the familiar into something strange and wonderful, intriguing and celebratory. Commissions are broad ranging and include lighting installations, digital, interactive and socially engaged works, as well as sculptural and architectural interventions*.* The city becomes a dynamic setting for, and subject of, the artists’ work, rather than a stage on which the work is displayed.

‘Look Up’ complements the extensive programme of city centre public realm refurbishment being delivered by Hull City Council, which itself includes an integrated series of permanent public art works.

‘Look Up’ will

* Challenge perceptions of place and creative practice
* Be temporary in nature, transformative in effect
* Capture people’s imagination and stimulate debate
* Explore who or what makes a city’s identity

**Paper City**

Eight leading ‘creatives’ are being invited to work with G. F Smith’s Colorplan range of paper to create a series of beautiful, surprising, colourful and temporary installations across a range of sites in the Fruit Market area of the city centre.  ‘Paper City’ will mark the start of the Freedom season and will run from Friday 30th June to Sunday 9th July 2017.

The invitation is to enjoy the freedom to play through the creation of a temporary, site specific, installation using the Colorplan paper range by G.F Smith.

The installation will remain in situ for 10 days of public exhibition, and should be designed to maintain its appearance and impact for this length of time.

It is possible that some of the installations may transfer to G. F Smith’s showspace in central London later in 2017. There may also be links between the Hull and London venues during Paper City. These possibilities will be explored further once designs have been developed

**The Commissioned Work**

The work to be created by the Artist in accordance with the Brief

**SCHEDULE 2**

**TIMETABLE AND FEE**

**1. TIMETABLE**

Design proposals to be received by Hull 2017 by 31 March 2017

Installation of Commissioned Work to be completed by midday 28 June 2017

Commissioned Work to be de-installed after 9 July2017

**2. THE FEE**

Hull 2017 shall pay the Artist a fee of £10,000 exclusive of VAT (the “**Fee**”) in accordance with the following payment timetable:

|  |  |
| --- | --- |
| **Payment Timetable**: **Amount** | **Date/Event** |
| £3,000 30% | Within 30 days of execution of this Agreement |
| £6,000 60% | Within 30 days of acceptance of Artist design proposal by Hull 2017 |
| £1,000 10% | Within 30 days of de-installation of the Commissioned Work |

The budget is inclusive of all fees, materials, fabrication, transport, installation, de-mounting, travel and subsistence expenses. Hull 2017 have a small additional budget for technical assistance/site preparation. G. F Smith will provide Colorplan paper for the artists’ use as follows:

The Paper allowance per artist equates to up to 1500 sheets of paper in any combination of colours, weights and sizes. Sizes range from 210 x297mm to 720 x 1020 mm and weights from 100gsm to 700 gsm. Further details can be found at [www.colorplanpapers.com](http://www.colorplanpapers.com) under the specify tab. If there is an exceptional request’ that would require more paper or for it to be delivered in a different size then we would ask the artist to come back to us prior to the design submission date of 31 March. Each request will be taken on a case by case basis but we will endeavour to accommodate them.

**THIS AGREEMENT IS HEREBY SIGNED** by the parties or their duly authorised representatives on the date of this Agreement.

|  |  |
| --- | --- |
| Sam Hunt  Executive Producer  For an on behalf of **Hull UK City of Culture 2017** | ) ) ) ) ………………………………………………… |
| Fran Hegyi  Executive Director  For an on behalf of  **Hull UK City of Culture 2017** | ) ) ) ) ………………………………………………… |
| Signed by Jacqui Poncelet  duly authorised for and on behalf of | ) ) ) ………………………………………………… |