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REQUEST FOR TENDER (RFT)

Festivals Connect – Co-Design Focus Group Facilitation

(Delivery: April – June 2026)

Provision of: Facilitation of Co-Design Focus Group

Tender reference: 7731018

Part I:	Tender Information.
Part II:	Tender Response.

Date of issue:	Thursday 19th March 2026
Deadline for receipt of queries/clarifications:	Thursday 26th March 2026 5pm
Deadline for receipt of tender submissions:	Wednesday 1st April 2026 5pm

PART I – TENDER INFORMATION

• PROJECT/TENDER BACKGROUND AND SCOPE – SPECIFICATION AND REQUIREMENTS:

1. Overview:

Create, the national development agency for collaborative arts, invites individuals or teams skilled in co-design, participatory workshops and collaborative programme development to apply to convene and facilitate a cross-community, cross-border Co-Design Focus Group to guide the initiation and development phase of a programme supporting the festival sector, with a geographic focus on festivals in Northern Ireland and border counties in Ireland.

The selected Tenderer will lead a structured engagement process with representatives from festivals to support collaborative programme development and ensure festival sector input is embedded throughout the process. Engagement will include facilitated group sessions and consultation activities designed to encourage knowledge exchange, peer learning, and inclusive participation across the sector.

About Create:

Create is Ireland's national development agency for collaborative arts. Our work initiates cross sectoral national and international partnerships which support artists and communities to co-create work of depth, ambition and excellence. Our mission is to lead the development of collaborative arts practice by enabling artists and communities to create exceptional art together. As a resource organisation we offer supports for artists working in social and community contexts. These include professional development, mentoring, project development support, commissioning and project opportunities as well as research and training.

About Festivals Connect:

The Festivals Connect programme is led by **Create**, in partnership with the **British Council**, with support from **Arts Council of Northern Ireland** and **Arts Council of Ireland**, supported by **PEACEPLUS**, a programme managed by the **Special EU Programmes Body (SEUPB)**. Festivals Connect aims to engage with existing festivals and provide opportunities, centred in cultural democratic approaches that foster inclusive social engagement and build sustainable structures to continually develop community-led programmes and partnerships.

For more information visit:

- Create – www.create-ireland.ie
- British Council – www.britishcouncil.ie
- PEACEPLUS – www.seupb.eu/peaceplus
- Arts Council Northern Ireland – www.artscouncil-ni.org/
- Arts Council of Ireland – www.artscouncil.ie/

Required Services:

This is a contract for the provision of the Facilitation of a Co-Design Focus Group. To ensure the smooth facilitation, development and delivery of a cross-community, cross-border Co-Design Focus Group. The Group will guide the development phase of a multi-annual programme supporting the festival sector; focusing on festivals in Northern Ireland and border counties in Ireland.

Facilitation of Co-Design Focus Group

Create seeks to appoint a suitably qualified individual or organisation to facilitate the establishment and oversight of a **cross-community, cross-border Co-Design Focus Group** to guide the development phase of a programme supporting the festival sector across Northern Ireland and the border counties of Ireland.

The Co-Design Focus Group will contribute sector expertise and insights to co-design the future programme and ensure that the needs of festival practitioners inform the programme development from an early stage.

2. Scope of Contract:

The successful Tenderer will be responsible for the convening, facilitation, and coordination of a Co-Design Focus Group comprising of x80 festival representatives (or more). Engagement will involve approximately 12 hours per participant (individual), delivered across 3–4 facilitated sessions, including a mix of online meetings, small group sessions, and in-person engagement where appropriate. The facilitation process should support constructive cross-community and cross-border dialogue, alongside collaborative programme design. Please note, the demographic make-up of the group needs to meet the funding requirements.

It is envisaged that this contract will commence in early April 2026 for a period of 3 months concluding in June / July 2026 following the completion of all payments, reporting, evaluation and wrap-up.

3. Required Services

The successful Tenderer will be required to:

- Convene and facilitate a **cross-community, cross-border Co-Design Focus Group** of x80 festival sector representatives, or more.
- Design and deliver a structured **co-design process** to support programme development.
- Facilitate productive discussions that explore sector needs, opportunities and future challenges.
- Deliver a report/clear outline of future programme (aligned with funded programme and identified sector needs).

Programme Coordination

- Coordinate and schedule all Co-Design Focus Group meetings and engagement sessions.
- Manage communication with participants and relevant stakeholders.

- Ensure appropriate facilitation methods that support inclusive, accessible, and collaborative participation.

Sector Engagement

Facilitated discussions will explore multiple areas, including but not limited to:

- Development of knowledge networks and mentoring opportunities within the sector.
- Volunteer recruitment, retention, and skills development.
- Strengthening EDI practices across festival organisations.
- Approaches to public engagement and community participation.
- Effective engagement with existing and new community groups.
- Good practice in inclusive outreach, particularly in reaching vulnerable or underrepresented groups.
- Opportunities to develop communities of practice and peer-to-peer learning among festival makers.

Project Management

- Maintain a coordination plan and schedule for Co-Design Focus Group activities.
- Liaise with Create and all associated project partners throughout the contract period.
- Ensure that all engagement activities are delivered within the agreed timeframe.

4. Deliverable

Co-Design Focus Group Report

The successful Tenderer will contribute to the preparation of a report summarising the Co-Design Focus Group process and outcomes, including:

- Key themes and insights emerging from Co-Design Focus Group discussions
- Recommendations to inform the development of the programme
- Summary of participant feedback and evaluation

The Tenderer will compile the final report based on the documentation and inputs provided.

5. Contract Period

The contract is expected to commence in early April 2026 and continue for approximately three months, concluding in June / July 2026, following completion of all engagement activities, reporting, evaluation and project close-out.

6. Deliverable milestones to be met:

- **April 2026** – Contract award and project initiation. All contracts signed. Convening and facilitation to begin with the Co-Design Focus Group participants (x80 individuals).

Introductions of the successful Tenderer to all partners and associated committees/ relevant meetings. Setup and delivery of agreed indicative budget, coordination management plan and risk assessment.

- **May 2026** – Successful oversight, development and management of the Co-Design Focus Group sessions. Ongoing coordination and engagement with participants and partners. Continued attendance at liaison/committee meetings, liaison with Create and all associated project Partners to ensure regular reporting, shared information and coherence over the project. Successful oversight of the project budget, facilitation management plan, and risk assessment.
- **June 2026** – Successful delivery of all Facilitation of the Co-Design Focus Group, aims and objectives by 30 June 2026, as outlined in detail above in **Required Services (Section 2)**. Completion of all Co-Design Focus Group sessions and engagement activities.
- **July 2026** – Submission of documentation and contribution to the Co-Design Focus Group report. Final evaluation and project wrap-up. Completion of invoice processing, evaluation reporting, and recommendations for future planning.

TENDER EVALUATION:

Tenders will be evaluated based on the tenders submitted for the above specification and requirements. The contract will be awarded from eligible tenders evaluated based on the most economically advantageous tender, consistent with the following award criteria:

No.	Award Criteria	Maximum Marks Available
A	Proposed methodology and approach (including resources) for providing the services requirements including the provision of a Project Implementation/ Methodology Plan.	25
B	Qualification, expertise and experience of proposed key personnel and project manager/s (evidenced by way of CV and other supporting material).	25
C	Additional other relevant award criteria, i.e. Demonstrable experience and commitment to sustainability, accessibility and inclusion/inclusive practice.	10
D	Demonstrable knowledge of the festival sector in Northern Ireland and border counties, in addition to understanding of socially engaged practice, cultural sector knowledge, and project context.	10
E	Proposed costs	30
	Total	100

• **CLARIFICATIONS/QUERIES:**

Any clarifications/queries in relation to this RFT should be addressed in writing through the eTender/TED portal or direct via email to: connect@create-ireland.ie. Please note: the deadline for receipt of queries/clarifications is on or before: **Thursday 26^h March 2026 5pm**. We are unable to respond to queries after this date.

• **TENDER DOCUMENT/RESPONSE FORMAT:**

This single document includes the tender information and the format for tender responses. Tenderers are requested to complete **Part II TENDER RESPONSE 2** – Sections 1, 2, 3, and 4 and below as their tender response.

• **SUBMISSION OF TENDER RESPONSES:**

Tenderers are requested to submit their tender response via the eTender/TED portal. Alternatively, if you can email your Tender response direct to: connect@create-ireland.ie. Please note: the deadline for receipt of tenders is on or before: **5pm on Wednesday 1st April 2026**.

• **PROPOSED COSTS – PLEASE NOTE:**

Tenderers are required to complete the pricing information in Section 4 of this document in the format outlined. The budget allocated for the proposed facilitation delivery and project fee is a maximum of **€10,000** (Inc. VAT, expenses, fee and all delivery costs) which is for the full duration of the contract, and Tenderers should not exceed this when preparing their submission. All prices must be **inclusive** of expenses and quoted **inclusive** of VAT (if applicable) to provide the required services.

The contract will commence on the appointment of the Tenderer. Create is not obliged to accept the lowest, or any tender. Create may decide, following evaluation of tenders, not to proceed with the services and no liability shall fall on the Create arising from costs incurred by Tenderers in preparation of their proposals.

• **SCORING SYSTEM FOR THE COST CRITERIA & QUALITATIVE CRITERIA:**

The following scoring system will be used when evaluating tender responses.

Score	Meaning	Interpretation
90 – 100%	Excellent	A very comprehensive response demonstrating extensive understanding offering full assurance to Create – fully supported with no reservations.
80 – 89%	Very good	A very good response demonstrating a very good understanding and offering convincing assurance that the Tenderer will deliver to a very high standard but contains a few, mostly minor, weaknesses – fully supported.

70 – 79%	Good	A good response demonstrating a good understanding and offering assurance that the Tenderer will deliver to a high standard but contains a number of weaknesses to client – well supported.
60 – 69%	Acceptable	An acceptable response demonstrating a minimum understanding and offering assurance. That the Tenderer will deliver requirements to an adequate standard but contains a number of weaknesses
Less than 60% is unacceptable and considered ineligible from further consideration		
1 to 59%	Poor	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.

G.1 Cost Evaluation

In the event, there is no significant variation on tender price from applicants, tenders will be scored on an assessment on their viability and the balance of their management fee in relation to the overall budget, which should consider practical delivery costs and accessibility.

In the event there is a variation on tender price, the following formula will be applied to the cost score: The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

$$\frac{(\text{Lowest Tendered Price}) \times (\text{Mark Available for proposed costs})}{(\text{Tendered Price under evaluation})}$$

• CONTRACT

The successful Tenderer shall be required to enter a contract with Create. Tenderers should take account of the provisions of the contract in the preparation of their Tenders. Please refer to Section 5 for the contract.

• CONDITIONS OF CONTRACT AWARD:

It is a condition for the award of this contract that the successful Tenderer:

- Must provide a copy of a valid Tax Clearance Certificate or log-in access to tax information details on the Irish Revenue Commissioners’ website
- Provide evidence that the following **insurance cover** are currently in place or can be, if successful in the competition:
 - Employer’s Liability Insurance with indemnity **If applicable, evidence only**
 - Public Liability Insurance with indemnity **Evidence only**
 - Professional Indemnity Insurance **If applicable, up to €500,000**

Please refer to the ‘**Self Declaration Re. Tax and Insurance**’ for further details below in **Part II** Section 1 Tender Response.

Tenderers must submit a copy of their current insurance certificates or a broker's letter with their tender, either with the levels requested already in place or stating that these will be put in place if successful. Tenderers confirm that, if awarded an Agreement under this Competition:

- a) Manage and They will, from the Effective Date of the Agreement, obtain and hold the types and levels of insurance as detailed above.
- b) The territorial limits and jurisdiction of its insurance policies must include Ireland, and if applicable any other jurisdiction where the Tenderer is operating.
- c) They are not aware of any exclusions, restrictions, conditions, or warranties or in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above.
- d) During the term of the Agreement, the Service Provider is required to immediately advise Create of any material change to its insurance status; produce proof of current premiums paid upon request; produce valid certificates of insurance upon request.

• **COMPLIANCE:**

If a Tenderer fails to comply in any respect with the requirements of this RFT, Create reserves the right to reject the Tenderer's tender as non-compliant.

PART II – Section 1 TENDER RESPONSE:

Information required from Tenderers:

The following information must be provided in tender responses:

SECTION 1 – TENDERERS INFORMATION:

Tendering Party Name (Individual / Company Name):	
Individual / Company Address:	
Contact Person:	
Position:	
Phone Number:	
Email:	
Website:	
VAT Registration No: (If applicable)	
Overview of Individual / Organisation including services, supplies offered, and markets served:	
Name of other parties forming part of the tender submission: (e.g., consortium members, subcontractors, other entities being relied upon)	
Name:	Proposed Role:

SELF DECLARATION RE. TAX AND INSURANCE

Tax Clearance:		Please confirm YES/NO	
		Yes	No
I confirm and declare being tax compliant. (Create can verify your tax clearance status through Revenue’s online facility at www.revenue.ie/en/ with the undertaking that proof of tax clearance will be provided prior to Letter of Engagement completion, if your tender is successful.) To this end, please confirm Yes or No.			
Applicant Name:			
Applicant PPSN/ Tax Reference Number:			
Access Number:			
		Yes	No
OR	I confirm that I currently hold a valid paper Tax Clearance Certificate containing all the information outlined above.		
	I confirm that I have applied for a Tax Clearance status which will be made available on request.		
Health Safety:		Yes	No
I confirm that if successful, I will provide copies of our Safety Statement/Policy and all risk assessments and risk controls associated with the activities set out in the tender documentation.			
Insurances:			
<p>I confirm that I/we have the following insurances in place. If, any portion of the work is subcontracted, you will need to confirm that there are appropriate insurance arrangements in place for the subcontractor.</p>			
Insurance Type	Level in Place	Expiry Date	
Employers Liability (if applicable). Not required where the contractor is self-employed.	Evidence only		
Public Liability Where services are provided virtually or the contract is for product supply only, PL will not be a requirement.	Evidence only		
Professional Indemnity Insurance (if applicable)	Up to €500,000		
I confirm that I will provide the following promptly on request: <ul style="list-style-type: none"> Evidence of insurances in place OR Letter from Insurance Broker confirming that the required levels could be put in place, if successful. 		YES	NO
Signed:			

SECTION 2 – TENDER RESPONSE:

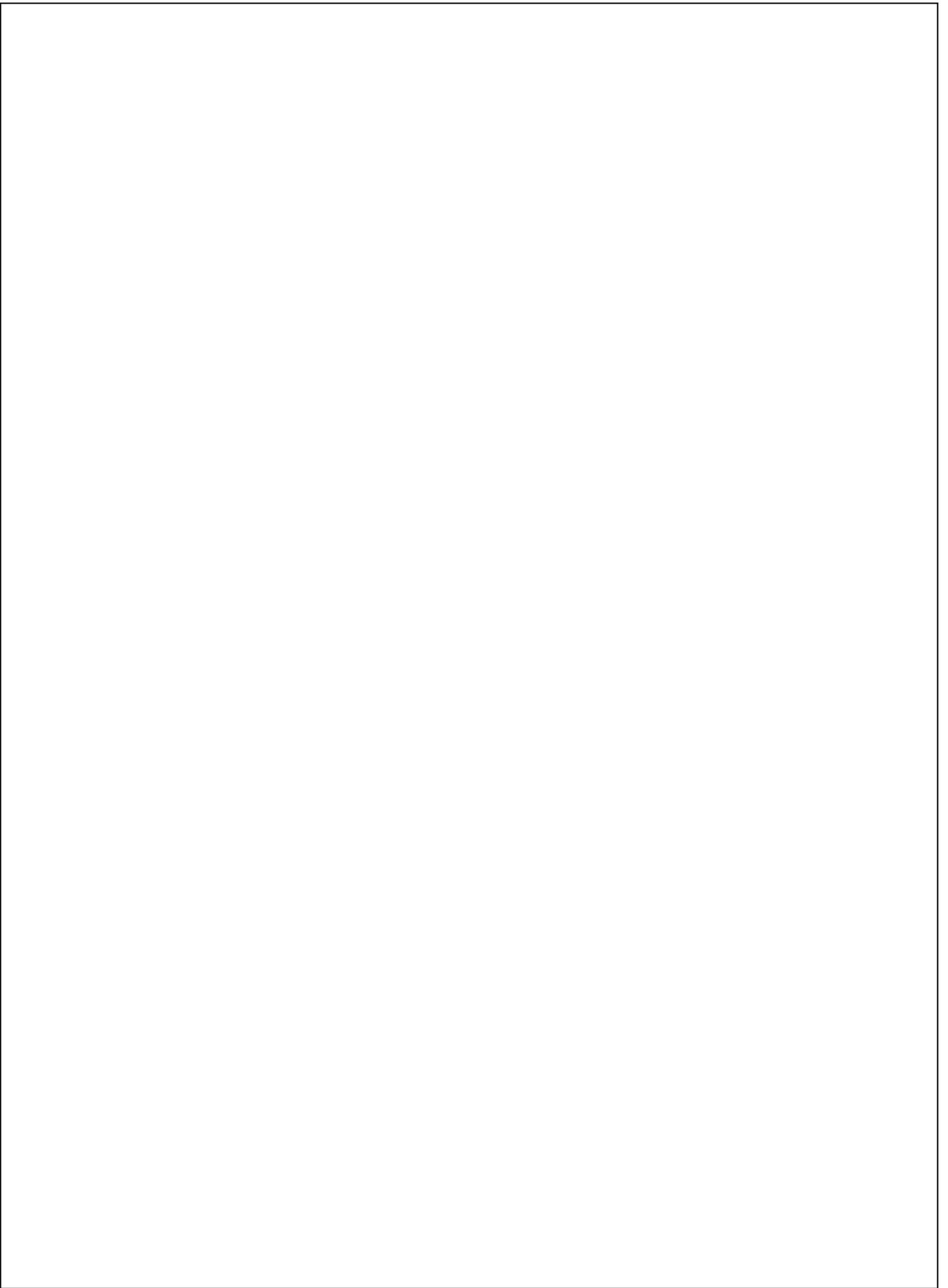
a) Methodology Approach & Quality

Tenderer must detail their proposed methodology and approach for providing the services and how it matches the specified requirements as outlined above.

(e.g., supported by a Project Implementation Plan to include resources and timelines)

A page limit of 2 A4 pages applies to this award criteria. Please use Calibri font point 11)

Where page limits are provided, any material provided in excess, of the stated page count will not be considered at evaluation.

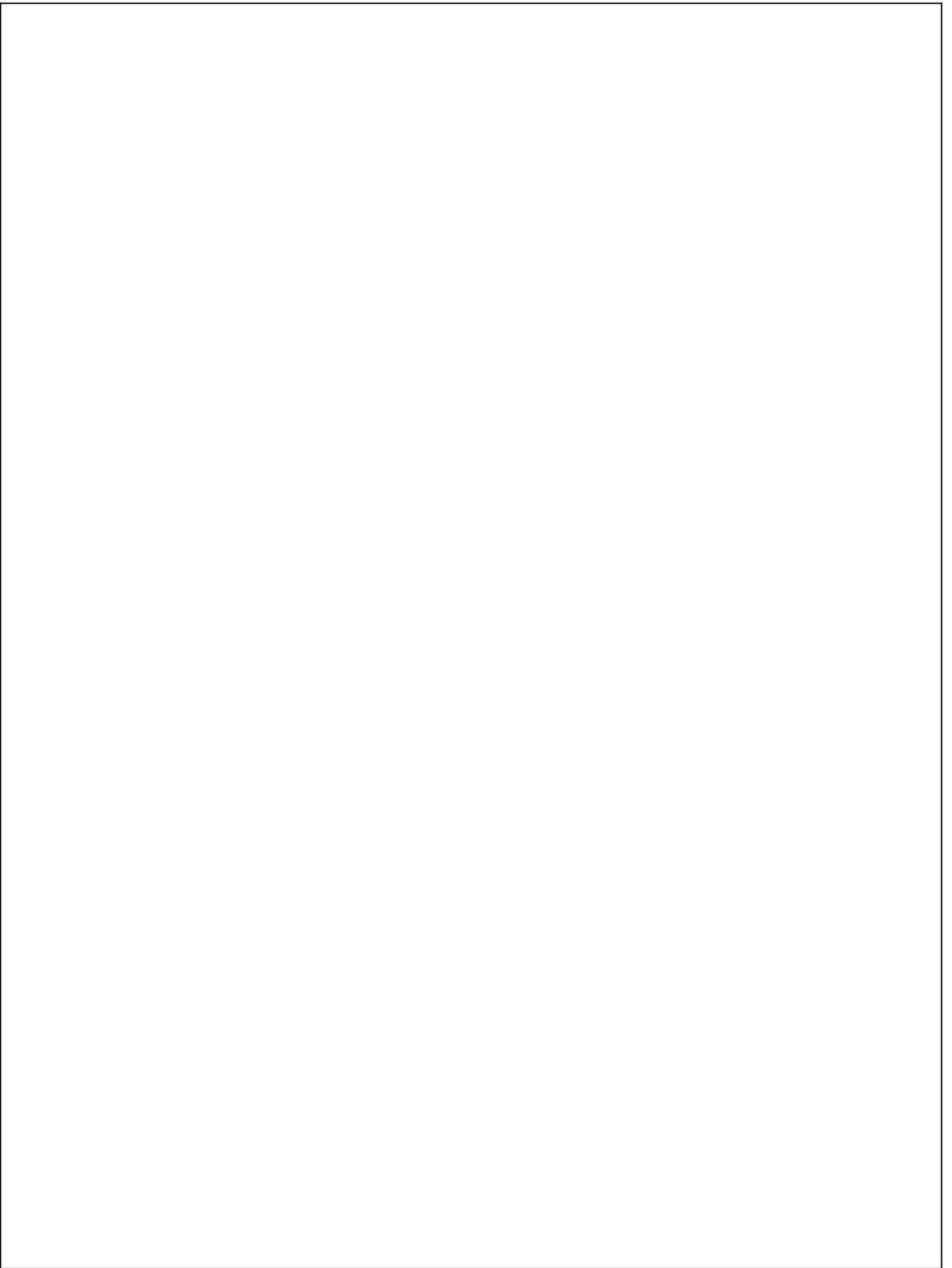


b) Proposed Resources

- i. List the Service Delivery Team who it is proposed will be directly involved in delivering the required Services.
- ii. Describe the role of each person on the team.
- iii. Describe the suitability of the resources proposed to provide the Services required. Tenderers must highlight why the size/composition and the expertise of the individual/ team is of benefit to the Client.

A page limit of 2 A4 pages applies to this award criteria. Please use Calibri font point 11)

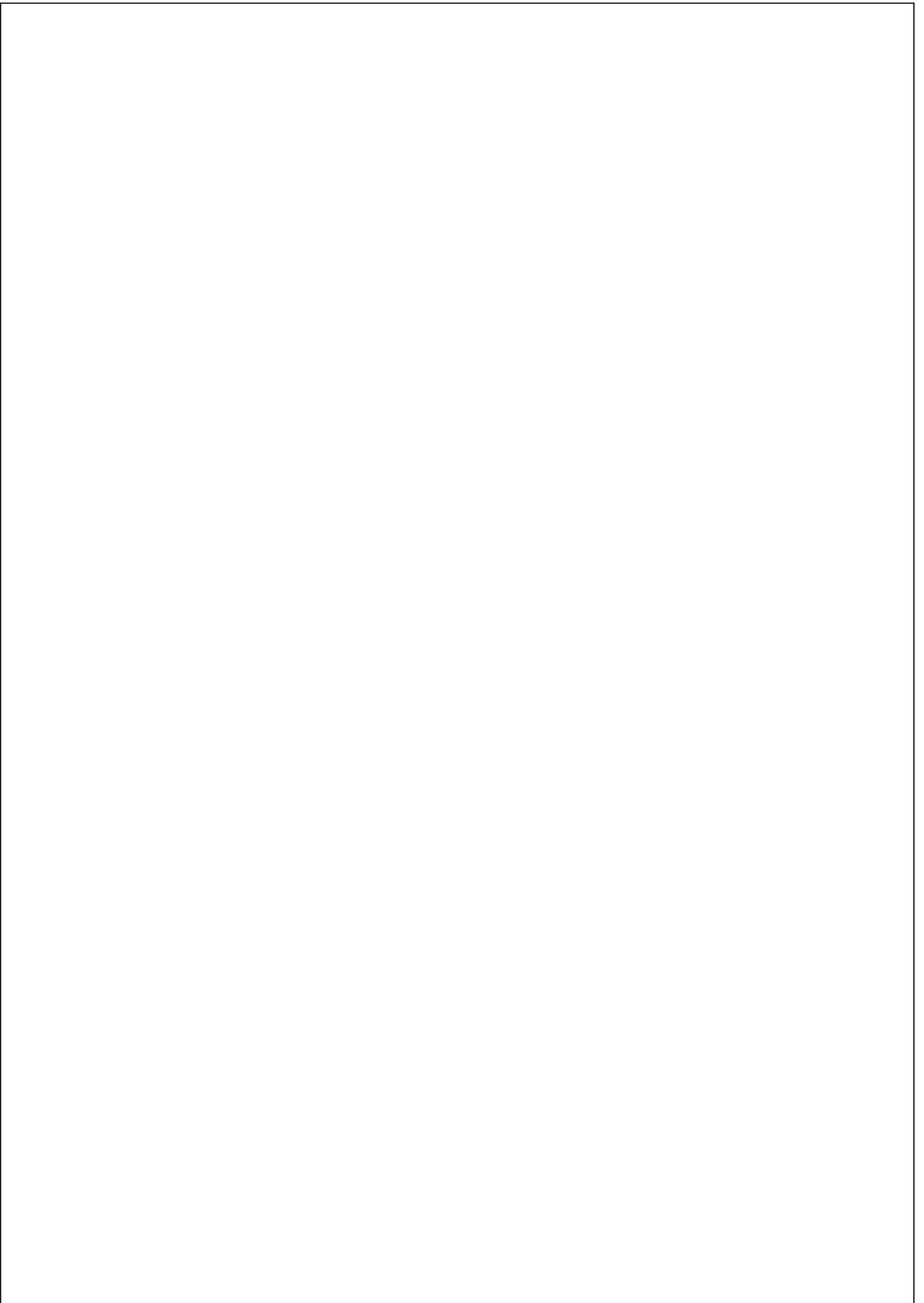
Where page limits are provided, any material provided more than the stated page count will not be considered at evaluation.



c) Qualification, expertise and experience of proposed key personnel and project manager/s (evidenced by way of CV and other supporting materials)

A page limit of 2 A4 pages per CV applies to this award criteria. (Please use Calibri font point 11)

Where page limits are provided, any material provided more than the stated page count will not be considered at evaluation.

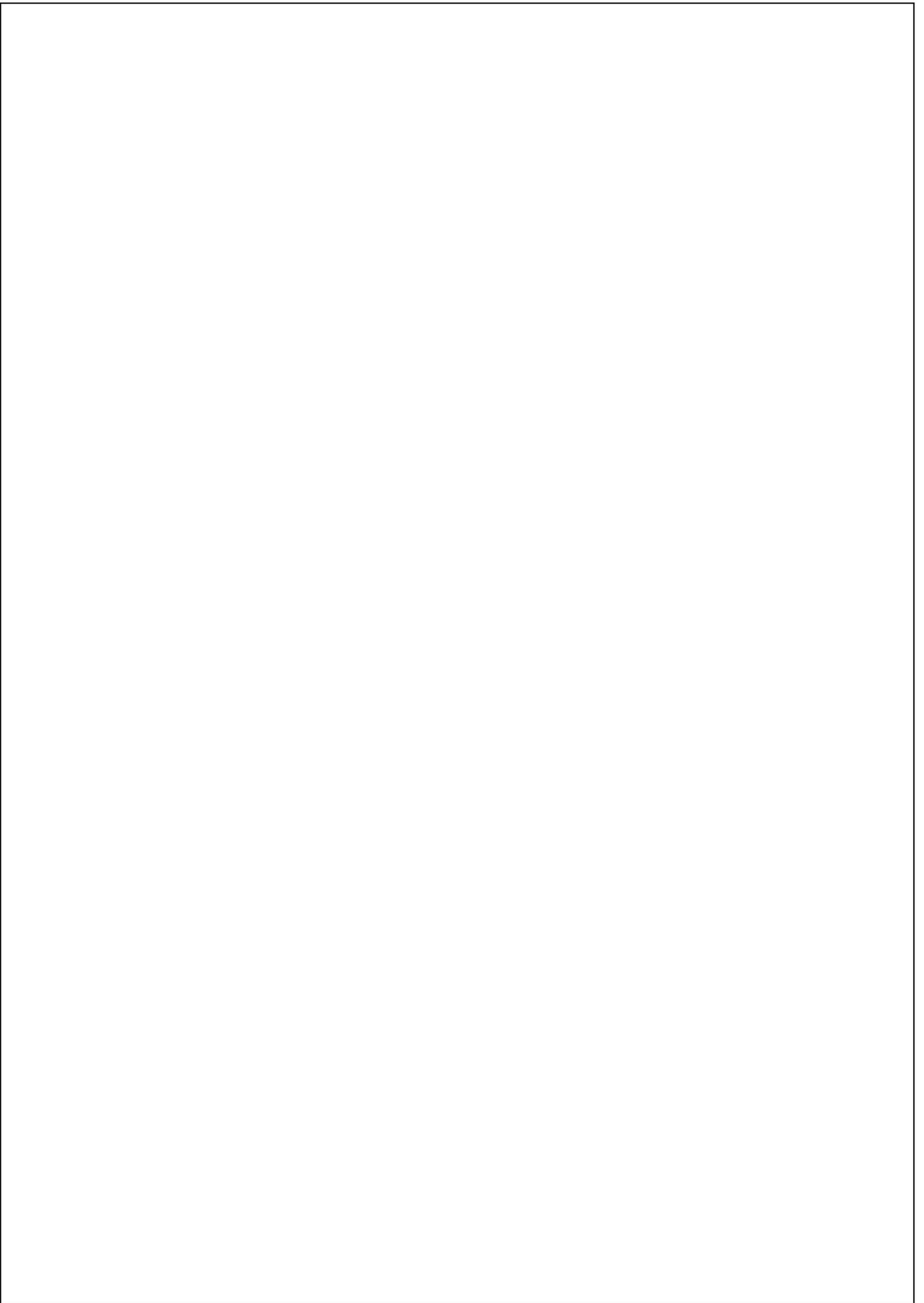


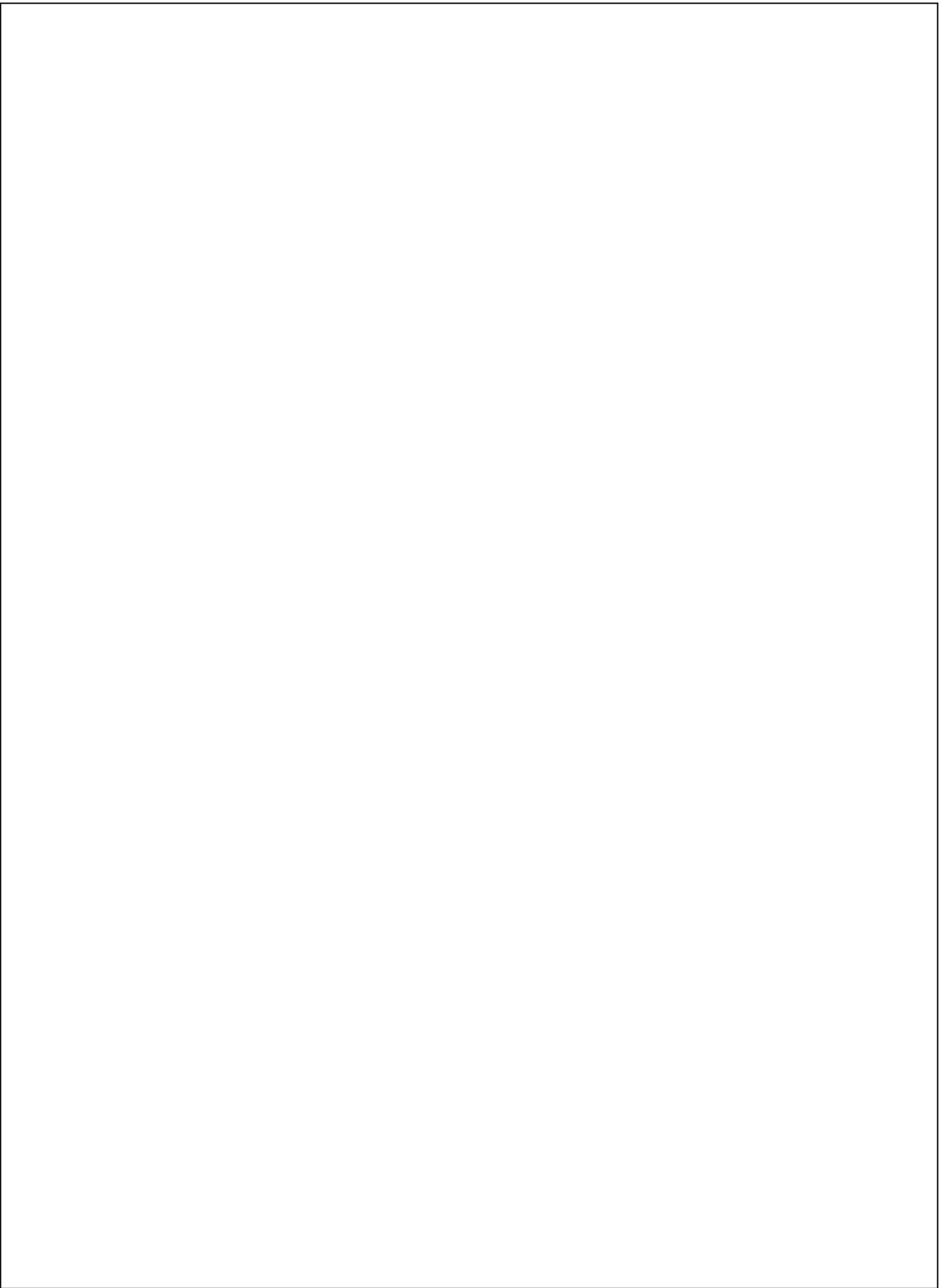
d) Demonstrable knowledge of the festival sector in Northern Ireland and border counties in Ireland, in addition to your understanding of socially engaged practice, cultural sector knowledge, and project context.

e) Demonstrable experience and commitment to sustainability, accessibility, and inclusion.

A page limit of 1 A4 page applies to each of these award criteria. I.e., 1 page for Section (d) and 1 page for Section (e). (Please use Calibri font point 11).

Where page limits are provided, any material provided more than the stated page count will not be considered at evaluation.





SECTION 3 REFERENCE CONTRACTS:

Tenderers must provide details of **2 Contracts / Projects** of similar size and nature to the specification and requirements as outlined in this document in the format below. Please note Create reserves the right to contact any client referee(s) provided without further contact with Tenderers.

PREVIOUS EXPERIENCE / CONTRACTS / PROJECTS:	
Reference Experience / contract / Project – Example 1:	
Name of Client/Contracting Authority:	
Name of Project/Contract:	
Contract Value:	
Contract/Project Start and End Date:	
Details of the resources that provided the service:	
Please provide a description of the services provided, clearly demonstrating the success of the contract, contract management and contract performance:	
Please outline how this reference contract is comparable with the subject matter of the contract being tendered under this RFT:	
Name of client Referee:	
Email Address of Client Referee:	
Telephone of Client Referee:	
The Contracting Authority may contact any or all referees without further notice.	

PREVIOUS EXPERIENCE / CONTRACTS / PROJECTS:

Reference Experience / Contract / Project – Example 2:

Name of Client/Contracting Authority:

Name of Project/Contract:

Contract Value:

Contract/Project Start and End Date:

Details of the resources that provided the service:

Please provide a description of the services provided, clearly demonstrating the success of the contract, contract management and contract performance:

Please outline how this reference contract is comparable with the subject matter of the contract being tendered under this RFT:

Name of client Referee:

Email Address of Client Referee:

Telephone of Client Referee:

The Contracting Authority may contact any or all referees without further notice.

SECTION 5 CONTRACT OF SERVICES

Project/Assignment	Festivals Connect – Facilitation of Co-Design Focus Group
Contractor	
Address	

Agreement

This is an agreement between Create (“the organisation”) AND XXXX (“the contractor”). Create is the trading name of C.A.F.E. Company Limited by Guarantee.

The contractor is being contracted for the above project/assignment, supported by Joeleen Lynch (Festivals Connect Programme Coordinator), as set out in the briefing documents provided and discussions with XXXX.

The contractor will report to Joeleen Lynch (Festivals Connect Programme Coordinator), in connection with this work.

The term of this agreement shall be from the date of execution of the agreement to the expiry date of 30 September 2026. The organisation reserves the right to extend the contract further, for up to a total period of 12 months, subject to agreement with the contractor.

Contractor’s obligations

The contractor will:

- a) act in good faith and with the level of skill, care, diligence, efficiency and professional conduct reasonably to be expected of a professional adviser with the qualifications and experience suitable for the Services and ensure the work will be undertaken to an acceptable professional standard.
- b) conform to, and comply with, such directions as are given by the organisation from time to time in relation to the services provided
- c) attend meetings with the organisation staff and other contractors at such intervals as are required
- d) make reports and supply information as required and as requested from time to time
- e) keep detailed records of all acts and things done by them in relation to the performance of the service and on request make such records available for inspection at any time
- f) keep accurate accounts of the work, including records of any commitments to payment to third parties, and to provide full and proper documentation on completion.

The organisation’s obligations

The organisation will supply to the contractor within a reasonable time, information and access to documentation in its possession necessary for the performance of the services and will ensure the contractor is as supported in any way that is reasonable to the proper performance by the contractor of the services.

Fees and Payments

The budget for this commission will be €10,000 (Inc. VAT, expenses, fee and all delivery costs) which is for the full duration of the contract, (April - July 2026). Tenderers should not exceed this value when preparing their submission. All prices must be **inclusive** of expenses and quoted **inclusive** of VAT (if

applicable) to provide the required services. This is for the full duration of the contract Tenderers should not exceed this value when preparing their submission.

This amount shall be the full remuneration for the full and proper performance of the obligations under this Agreement and shall cover the entire cost of the provision of the services by the contractor, to include any taxes and expenses, as agreed with you by Create.

The contractor will invoice the organisation on a staged basis, as follows:

1. for first 40% of the fee (€4,000) on signing the contract
2. for a further 40% of the fee (€4,000) at an interim date to be agreed with Create, and
3. for the final 20% of the fee (€2,000) on satisfactory completion

Please note, invoices and receipts for all delivery cost on all line items are to be shared with Create, upon request. This is to ensure financial transparency.

Status of the contractor and tax liabilities

It is agreed that the contractor shall be responsible for all income tax liabilities, PRSI contributions and levies in respect of its fees, or those of its employees, servants or agents (including PAYE deductions for tax and universal social charge contributions from remuneration paid to employees).

The contractor(s) shall, for the term of this contract(s), comply with all EU and domestic tax laws. Payment is at all times subject to Irish taxation law and requirements. Contractors are referred to www.revenue.ie for further information. The contractor shall supply their Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status. By supplying these numbers, the Contractor acknowledges and agrees that the commissioner has their permission to verify its tax cleared position online.

The contractor shall not be entitled to any payment if at any time in response to a request the contractor does not produce satisfactory evidence of tax compliance. Tax clearance status must be maintained for the life of the contract.

Compliance

Both parties will ensure, where appropriate, that work undertaken as part of this agreement complies with applicable and relevant law and regulation, including:

- Revenue requirements relating to PAYE and PRSI
- EU (Late Payment) Regulations 2012
- Obligations under Data Protection law
- Statement of Principles for Grantees (DPER Circular 13/2014)
- Employment Equality Acts 1998 to 2015
- Any requirements under the Children First Act 2015
- Any requirements under the Vetting Bureau Act 2012
- Any requirements under the Companies Act 2014
- Any requirements under the Charities Act 2009

The contractor must ensure that all work undertaken by them as part of this agreement complies with the Health & Safety Act 2005, the Fire Services Act 1981 and all applicable Health and Safety standards as recommended by the Health and Safety Authority of Ireland, having particular regard for the needs of persons with disabilities.

Where work involves contact with children and/or vulnerable adults, the organisation's policy for the Protection and Welfare of Children & Vulnerable Adults shall apply.

Confidentiality

All documents, records and other papers concerning the assignment including copies and extracts of them made by the contractor shall be used solely for the purpose of the contract will be the property of the organisation and will be returned to it on demand, at any time, and without demand on the termination of the consultancy.

The contractor will not access, acquire or use any proprietary, sensitive or personal information belonging to the organisation by any improper means whatsoever and will comply with provisions, including for Data Protection, and respect the confidentiality of sensitive information held by the organisation, including:

- Commercially sensitive information such as documents, reports, correspondence, lists, databases, manuals, systems, procedures, financial information, future plans, proposed relationships and, details of significant organisational changes
- Information regarding external persons and organisations contained in applications made under schemes, projects and commissions managed by the organisation
- Any personal information and research data received by the organisation in confidence

The contractor will keep confidential and not, without express permission, disclose any information in any manner whatsoever obtained while engaged on this contact, or afterwards, other than that required by normal communications.

Access to Email and File Sharing

The organisation may provide email facilities and access to online records and data. Access is provided subject to the organisation's policy on acceptable use of internet, e-mail and Information Technology.

Acknowledgement

The contractor consents to the use of their name, likeness and biographical material in connection with publicity material related to the work/project and shall be credited by name on any/all related / appropriate material within the organisation's control.

Insurance and indemnities

The organisation confirms that it has appropriate insurances and indemnities in place, specifically public and employer's liability cover, for all the activities arranged as part of its programme of work, including those foreseen in this agreement.

The contractor will accept full responsibility for loss of or damage to their property and equipment; the organisation will not take responsibility for loss or damage or to a contractor's possessions.

The contractor will indemnify and hold harmless the organisation against all loss and damages incurred by the organisation arising out of or in connection with the operation of this agreement, including claims by the Revenue Commissioners and claims in respect of the infringement of any third party's intellectual property rights due to the use by the organisation in good faith of any information, documents or materials obtained from the contractor.

Conflicting interests

Nothing in this agreement shall preclude the contractor from providing similar or any other consultancy services to any other person or firm except where the organisation considers such provision may create a conflict of interest, in which case the contractor may not provide the services without obtaining the prior written consent of the organisation, not to be unreasonably withheld. Any such service must not compete with the organisation and must not involve the use of its time, equipment, property or any other resource or facilities without its knowledge and consent.

Any interests of the contractor that are connected to a member of the board of directors of the organisation, or any of its employees, of which they could be expected to be reasonably aware and which could involve a conflict of interest or loyalties or might materially influence them in the performance of this service, should be disclosed prior to signing this agreement.

A contractor who is a member, trustee, employee or agent of an entity in receipt of or seeking financial benefit, support or a contract from the organisation shall not be present at any formal meeting between representatives of that organisation and the organisation's staff, or participate in any assessment where such decisions are recommended or made, unless this would prevent them, as that organisation's official representative, from attending such meetings. So long as a person is a contractor of the organisation, they shall be precluded from eligibility for any award, bursary, or commission offered or granted by the company.

Confidential information & data protection

The contractor shall treat the details of this Agreement and any information made available in relation to the agreement and all information concerning its operation as private and confidential and shall not publish or disclose details of it without the written consent of the organisation. The contractor should not publicly announce that it is supplying the services to the organisation without its prior consent, which will not to be unreasonably withheld.

The contractor shall endeavour to hold confidential any information relating to the Organisation, its business and operations which is not already in the public domain, subject to the organisation's obligations under law. In the event that the contractor considers that any information it supplies should not be disclosed by the organisation because of its sensitivity, the contractor shall, when providing such information, identify it and specify the reasons for its sensitivity.

The organisation accepts no liability whatsoever in respect of any information provided by the Contractor which is subsequently released or in respect of any loss or damage suffered as a result of the contractor complying with its obligations under law, including Data Protection and otherwise.

The contractor shall not access, acquire or use any proprietary, sensitive or personal information by improper means while engaged on this contract. The contractor shall comply fully with the provisions of Data Protection law and regulation, as well as the organisation's Privacy Policy, and respect the confidentiality of sensitive information held by the organisation. The contractor shall not disclose any proprietary, sensitive or personal information obtained while performing or as a result of performing any activities on behalf of the organisation.

The organisation conducts ongoing sectoral research on collaborative arts and artists and may contract a third-party contractor to conduct a study or fieldwork on its behalf. Research can involve personal data being sought from individuals including name, contact details, demographics, skills, qualifications, experience, professional information and opinions. A contractor undertaking research for the organisation should be aware of the requirements for proper management of personal information and ensure data protection principles and regulations are respected. The contractor will

be custodian of the data, responsible for its management, security, storage and retention, and for informing research participants of the researcher's obligations in relation to personal data. Appropriate levels of security must be established, including protection from unauthorised access of any data that is stored.

Personal data collected anonymously for a research purpose or research data that has been de-identified does not come within the terms of data protection law. When asking individuals to engage in research for the organisation all personal data must be anonymised and de-identified. If information cannot reasonably be anonymised without compromising the study aims, respondents must be informed of this and offered the option to not disclose the information being sought. Research contractors should make arrangements for data retention on a project-by-project basis, taking into consideration any legal obligations, funding conditions and otherwise. Once the retention period has expired, personal data must be disposed of or deleted securely and confidentially.

Intellectual Property

The contractor assigns to the organisation all present and future intellectual property rights (including but not limited to copyright, design right and database rights, property right or other rights) arising from this agreement.

Return of property

On the termination of this agreement for whatever reason, or at any time on request, the contractor will return all property, records, data, documents, correspondence, information stored in other media and other papers made or acquired in the course of providing the services which shall be the property of the organisation and delete any such information stored electronically on any machine which is not to be returned to the organisation. The copyright in all such records, data, documents, information and other papers shall at all times belong to the organisation. The contractor shall inform the organisation of all passwords used by them in relation to any computers or software belonging to the organisation.

Termination

This Agreement may be terminated by either party immediately in writing (without prejudice to any other rights and remedies which it may possess) by serving two week's written notice.

The organisation shall have the right to terminate this contract immediately and without liability for compensation or damages:

- a) if the contractor is in serious breach of the contract or is guilty of any grave misconduct or wilful neglect in the discharge his/her duties under this agreement
- b) if funding of the organisation in connection with the matter the subject of the services shall cease

Signatures

Please sign this agreement to confirm that this accurately describes your understanding of this agreement. A copy will be returned, signed by the organisation's authorised officer.

Signed by: (name) _____
authorised representative of Create

Signature: _____

Date: _____

I accept the terms of this contract agreement as set out above,

Signed by the contractor: _____

Tax Ref: _____

Date: _____