**HULL 2017 CO-OPERATION AGREEMENT**

**THIS AGREEMENT** is made on 2016

**BETWEEN**

1. **HULL UK CITY OF CULTURE 2017 LIMITED** a company incorporated in England and Wales under company number 9106231 (with registered charity number 1162199) whose registered office is at 40 High Street, Pacific Exchange, Hull, HU1 1PS (“**Hull 2017”**);
2. **THE UNIVERSITY OF HULL** of Cottingham Road, Hull HU6 7RX (the “**University”**); and
3. **THE PHILIP LARKIN SOCIETY,** a company incorporated in England and Wales under charity number 1085251 whose registered office is at Southwood, Southgate, Hornsea, HU18 1RE (the “**Larkin Society**” and together with the University the “**Other Partners**”).

**BACKGROUND**

Hull 2017 is organising UK City of Culture and Hull 2017 and the Other Partners wish to enter into an agreement to maximise the success of the Project and pursuant to which the Project shall be part of UK City of Culture in accordance with the terms of this Agreement.

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))
5. Hull 2017 Volunteer Partner Guidelines ([Word Online Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=9RS%2bZzEtXvKjFDvd%2bARWCw7GdfK0OnLfTgFUySeZXTM%3d&docid=0b9c6d61dad9d41aeb1527334a7cda67b&rev=1)) ([PDF Version](https://hull2017.sharepoint.com/_layouts/15/guestaccess.aspx?guestaccesstoken=VlKWHe9MeECUqi%2bXiO%2b8LMqVTmuTN8GFI9i1I4pYtps%3d&docid=09a83ba704fdb4f8797721d788b816636&rev=1))
6. Brand Guidelines

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

|  |  |
| --- | --- |
| Henrietta Duckworth 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 **[Name of Authorised Signatory]**duly authorised for and on behalf of**University of Hull** | ))) ………………………………………………… |
| Signed by **[Name of Authorised Signatory]**duly authorised for and on behalf of**The Larkin Society** | ))) ………………………………………………… |

**SECTION 1**

GENERAL CLAUSES

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

**2017 Partners** means Hull 2017’s official commercial partners from time to time;

**Budget** means the budget of £100,000 for the Project, £50,000 of which has been provided by the University to Hull 2017 by separate agreement;

**Delivery Plan and Milestones** means the delivery plan and milestones attached to this Agreement to enable the delivery and success of the Project to be measured;

**Hull 2017 Brand** means the brand relating to UK City of Culture and containing the Marks of Hull 2017;

**Hull 2017 Brand Guidelines** means the Hull 2017 Brand guidelines, as amended from time to time, and all information relating to the use of the Hull 2017 Brand contained on the Hull 2017 website;

**Force Majeure Event** has the meaning given to it in clause 26.1 of Section 1;

**Licence Agreements** means the licence agreements to be entered into by Hull 2017 with each of the Other Partners relating to the use of the Hull 2017 Brand and the Other Partners Brands;

**Marketing and Communications Plan** means the marketing and communications plan for the Project;

**Marks** means any trade-marks, service marks, words, symbols, terms, logos, emblems, designs and/or designations;

**Other Partner Brands** means the brands comprising each of the Other Partners trade-marks, trade names, logos and other intellectual property rights relating specifically to the same;

**Project** means the project provisionally referred to by the parties as “Larkin: New Eyes Each Year”, which is described in the Project Summary;

**Project Summary** means the project summary agreed by the parties and attached to this Agreement;

Term has the meaning given in clause 19 of Section 1; and

**UK City of Culture** means the series of curated events comprising the Hull 2017 UK City of Culture.

1. CITY OF CULTURE AND THE PROJECT
	1. Hull 2017 is organising UK City of Culture, which it is intended will deliver 365 days of transformative culture through a range of diverse and high profile cultural events and projects.
	2. The parties have agreed that the Project shall be part of UK City of Culture and shall work together at all times to maximise the success of the Project and ensure that the Project enhances the overall performance of UK City of Culture.
2. HULL 2017 RESPONSIBILITIES

Hull 2017 shall:

* + 1. be the lead producer of the Project and, in particular, lead on project management by delivering and contracting a project director, designer, programming and curation, production from installation through to de-installation and a programme of public engagement events to accompany the exhibition;
		2. be responsible for delivery and financial management of the Budget;
		3. obtain all necessary rights, licences, permissions and consents relating to the Project including visa and work permit provision for international artists;
		4. deliver the Hull 2017 Brand for use by the Other Partners in accordance with the Licence Agreements;
		5. liaise with the Other Partners on a regular basis and manage a joint approach in ensuring the success of the Project;
		6. where relevant advise on matters relating to UK City of Culture including transportation, security, marketing and other related logistic and production issues;
		7. advise on a joint marketing and communications plan for Larkin in 2017 with all partners in the project;
		8. assist the Other Partners with the mitigation of any risks relating to the Project; and
		9. comply with any other relevant terms of this Agreement.
1. UNIVERSITY OF HULL RESPONSIBILITIES

The University shall:

* + 1. make available the whole of the Larkin Archive and collection with all necessary rights, licences, permissions and consents for use as part of the Project, including the granting of any licences necessary to enable Hull 2017 to produce merchandise relating to the Project;
		2. make available the University Archivist and staff to support and facilitate the research, pre-production and production of the Project;
		3. make available the Brynmor Jones Gallery and other University campus spaces and the History Centre, including staff support for (i) the exhibition period (26 June to 1 October 2017) and (ii) the installation and de-installation of the exhibition;
		4. manage day to day opening and closing of the exhibition spaces for the opening hours set out in Schedule 1, including invigilation and management of Hull 2017 volunteers involved in invigilation;
		5. be responsible for the collaboration of the Larkin Reflections project;
		6. provide marketing and communications to support the project and make a commitment to co-ordinate across all of the university’s Larkin activity in 2017;
		7. collaborate on publications (in particular the Philip Larkin Source Guide);
		8. lead on ticketing where ticketed events forming part of the Project are held in University buildings, liaise with Hull 2017 to ensure that such tickets can be purchased from the Hull 2017 website and share data analysis for the purposes of event evaluation;
		9. use the Hull 2017 Brand on all relevant marketing and publicity materials in accordance with the Licence Agreements, the Hull 2017 Brand Guidelines and clauses 6 and 7 of this Agreement;
		10. deliver the University’s Brand for use by Hull 2017 in accordance with the Licence Agreement;
		11. liaise with Hull 2017 and the Larkin Society on a regular basis and assist Hull 2017 and the Larkin Society in ensuring the success of the Project;
		12. assist Hull 2017 and the Larkin Society with the mitigation of any risks relating to the Project; and
		13. comply with any other relevant terms of this Agreement.
1. LARKIN SOCIETY RESPONSIBILITIES

The Larkin Society shall:

* + 1. make available any archive materials and artefacts owned by the Larkin Society with all necessary rights, licences, permissions and consents for use as part of the Project, including the granting of any licences necessary to enable Hull 2017 to produce merchandise relating to the Project;
		2. make Graham Chesters, James Booth, Philip Pulman and other members of the Larkin Society available for research and to support the Project Curatore/Director;
		3. co-ordinate with the Project Curator/Director to input and facilitate the exhibition engagement programme;
		4. deliver agreed events;
		5. provide marketing and communications to support the project and make a commitment to co-ordinate in a joint way across all of the Project’s marketing and communications activity in 2017;
		6. use the Hull 2017 Brand on all relevant marketing and publicity materials in accordance with the Licence Agreements, the Hull 2017 Brand Guidelines and clauses 6 and 7 of this Agreement;
		7. deliver the Other Partners’ Brand for use by Hull 2017 in accordance with the Licence Agreement;
		8. liaise with Hull 2017 and the University on a regular basis and assist Hull 2017 and the University in ensuring the success of the Project;
		9. assist Hull 2017 and the University with the mitigation of any risks relating to the Project; and
		10. comply with any other relevant terms of this Agreement.
1. MARKETING AND COMMUNICATIONS
	1. Hull 2017 shall develop the Marketing and Communications Plan in consultation with the Other Partners and shall make marketing and communications resources available to the Other Partners.
	2. Hull 2017 shall develop a marketing and communications plan for UK City of Culture and shall promote the Project as part of this plan.
	3. The parties agree that both the timing and content of any public announcements (including public statements and press and other media releases) relating to the Project shall be agreed by the parties before any such announcement in accordance with the Marketing and Communications Plan.
2. BRANDING AND PROMOTION OF PROJECT AND HULL 2017
	1. To enable Hull 2017 and the Other Partners to promote the Project in accordance with the Marketing and Communications Plan, Hull 2017 shall grant a licence of the Hull 2017 Brand to the Other Partners in accordance with the Licence Agreements and the Other Partners shall (i) grant a licence of the Other Partners’ Brand to Hull 2017 in accordance with the Licence Agreements and (ii) provide other relevant materials to Hull 2017 in accordance with this clause.
	2. Each of the Other Partners shall, at their own cost, ensure that the Project installs and maintains such signs and/or other promotional material indicating the involvement of Hull 2017 with the Project as Hull 2017 may require from time to time and, in addition, Hull 2017 shall be entitled to promote UK City of Culture on a full page of the Other Partners’ website and on two pages of any brochure or programme being produced in relation to the Project.
	3. Each of the Other Partners shall provide to Hull 2017 and, in their arrangements with third parties including artists, shall ensure that Hull 2017 will have the right to use the Project’s name, images of any relevant venues, images and footage of the Project and an approved image and biography of participating artists for the promotion of UK City of Culture. If the Project is an exhibition involving artwork, the Other Partners shall also ensure that all appropriate licences are procured to enable such artwork to be reproduced to publicise, promote and advertise the Project for the promotion of UK City of Culture.
	4. Each of the Other Partners shall provide to Hull 2017 examples of all promotional materials produced by the Other Partners relating to the Project as soon as they become available to it. The Other Partners shall provide to Hull 2017 a reasonable number of its standard press materials, press kits (including electronic press kits (EPKs)), photographs, jpegs, mpegs, videos, DVDs, flyers, posters and other such materials as Hull 2017 may reasonably request to enable Hull 2017 to promote the Project as part of UK City of Culture.
	5. Hull 2017 shall be entitled to refer to the Other Partners and the Project in souvenirs and other materials produced by or for Hull 2017 and to incorporate materials provided to Hull 2017 pursuant to clauses 6.2 and 6.3 above in those materials. Each of the Other Partners represents and warrants to Hull 2017 that the use by Hull 2017 as contemplated in this Agreement of any materials provided by the Other Partners to Hull 2017 pursuant to this clause shall not infringe any pre-existing rights of any third party.
	6. The following line credits shall be included in all marketing, promotional and publicity materials relating to the Project:

Presenting credits:

“Hull UK City of Culture 2017, the Philip Larkin Society and the University of Hull Archives Present

Larkin: New Eyes Each Year

At The Brynmor Jones Gallery”

Line Credit:

“Larkin: New Eyes Each Year was originally produced by Hull UK City of Culture 2017, the Philip Larkin Society and the University of Hull Archives.”

* 1. Where legally able to do so, each of the Other Partners shall provide to Hull 2017 such access as shall be requested to marketing and other databases for the purposes of promotion by Hull 2017 of the Project and UK City of Culture.
	2. If either of the Other Partners commissions any digital images in relation to the Project they shall ensure that Hull 2017 shall be provided with copies of such images and shall have an irrevocable, royalty-free license in perpetuity, to use any such digital outputs as Hull 2017 see fit.
	3. Each of the parties to this Agreement shall ensure that any digital outputs of the Project are:
		1. free of charge for non-commercial uses for as long as this Agreement lasts; and
		2. not exploited commercially without Hull 2017’s prior written consent.
1. SPONSORSHIP OF PROJECT

Neither of the Other Partners shall, without Hull 2017’s consent, enter into any sponsorship or other commercial arrangement in relation to the Project.

1. NO UNAUTHORISED EXPLOITATION OF HULL 2017
	1. Other than as set out in this Agreement, the Other Partners shall not, and shall use their best endeavours to procure that none of its sub-contractors shall: (i) commercially exploit the Hull 2017 Brand; or (ii) do anything which creates an association of any kind between (a) the Other Partners or any third party and (b) Hull 2017; or (iii) make any private commercial (or fundraising) use of its relationship to Hull 2017, and the Other Partners acknowledge that it has no right to grant any rights to third parties to associate themselves, their goods or services with UK City of Culture.
	2. Other than as set out in the Hull 2017 Brand Guidelines, the Other Partners shall not, without the written consent of Hull 2017, permit any Marks denoting or identifying any third party or any third party’s event, products or service(s) to be affixed to or form part of any materials that display or include the Hull 2017 Brand, or to be displayed in near proximity to the Hull 2017 Brand or Mark or to be promoted in connection with the Project.
	3. Each of the Other Partners shall take all reasonable steps to prevent any activity undertaken by a third party that creates an association with, or provides the third party, its products or services exposure in relation to, the Project (“Ambush Marketing”).
	4. The Other Partners shall not, and shall use their best endeavours to procure that none of its sub-contractors shall (i) do anything to knowingly damage Hull 2017’s relationship with 2017 the Other Partners; nor (ii) do anything that would bring Hull 2017 or UK City of Culture into disrepute.
2. 2017 PARTNERS
	1. Hull 2017 may propose specific fundraising activity associated with the Project to the Other Partners and such activity may include but is not limited to: cultivation events, artist/s talks, special tours, special viewings, limited edition artist works.
	2. Each of the Other Partners shall support Hull 2017 in its fundraising activity for UK City of Culture and work together to deliver cultivation events and any other such activity associated with the Project.
	3. Each of the Other Partners will include Hull 2017's guests, up to a reasonable number to be agreed and at the cost of Hull 2017, in any special events relating to the Project such as private views or access to receptions with artists.
	4. Each of the Other Partners and their creative artists may be asked by Hull 2017 to take part in fundraising activity for the purpose of fundraising for UK City of Culture. Hull 2017 will endeavour to provide the Other Partners with reasonable notice of any such activity.
	5. If any of the venues where any part of the Project is held are suitable for hospitality, the Other Partners shall use reasonable endeavours where appropriate to (i) permit Hull 2017 and/or 2017 Partners to use space in such venues (at cost) on a reasonable number of occasions for hospitality purposes and (ii) not, without Hull 2017’s prior written consent, hire such space for private hospitality functions to any competitor of a 2017 Partner for the duration of the Project.
	6. Each of the Other Partners acknowledges that the text referred to in clause 6.6 above shall include reference to 2017 Partners and other funders providing funding for UK City of Culture and that the promotional materials referred to in clause 6.1 above shall include reference to 2017 Partners and other funders providing funding for UK City of Culture and shall also include (i) the Marks of Hull 2017 and (ii) the Marks of 2017 Partners and other funders of Hull 2017. For the avoidance of doubt, the Other Partners shall not be required to reference such 2017 Partners or other funders on any other marketing materials or websites relating to the Project unless specifically agreed by the Other Partners or as otherwise set out in this Agreement.
3. MERCHANDISE
	1. Neither of the Other Partners shall create nor sell (or authorise any third party to create and/or sell) any merchandise containing any element of the Hull 2017 Brand or which implies an association with UK City of Culture provided that any catalogue relating to the Project may contain the Hull 2017 Brand.
	2. The Other Partners acknowledge that Hull 2017 shall be entitled to (i) sell Hull 2017 merchandise at all venues where the Project is held and (ii) create merchandise relating to the Project.
4. TICKETING
	1. Hull 2017 shall be responsible for any ticketing relating to the Project and shall be entitled to any ticketing income received from any event forming part of the Project.
	2. Partners in this agreement shall be entitled to receive:
		1. 20 complimentary tickets for each preview of any ticketed event forming part of the Project;
		2. 10 complimentary tickets for each press night of any event forming part of the Project*;*
5. SECURITY AND POLICING
	1. The Other Partners shall be responsible for organising all security and policing for the Project to the extent that any element of the Project takes place at any venue managed by that partner.
	2. Each of the Other Partners agrees to co-operate fully with Hull 2017 on all matters relating to security for UK City of Culture.
6. POLICIES

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

* + 1. use their best endeavours to make the Project 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 their 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 Health and Wellbeing Policy.
1. CREATIVE LEARNING
	1. The Other Partners shall collaborate with Hull 2017 develop a Learning and Engagement Plan for the Project and the objectives of such plan shall support the overall objectives of UK City of Culture and be subject to the approval of Hull 2017.
	2. Each of the Other Partners shall document, record, monitor and evaluate its education activity relating to the Project and shall ensure that all learning and engagement materials are (i) approved by Hull 2017 and (ii) appropriately credited and licensed for use by Hull 2017 in accordance with this Agreement.
	3. Each of the Other Partners and Hull 2017 shall provide to the other copies of all learning and engagement materials relating to the Project for use as part of UK City of Culture and the Project’s own learning and engagement programme.
2. VOLUNTEERING
	1. Each of the Other Partners shall have the opportunity to request the services of volunteers recruited by Hull 2017 as part of the Hull 2017 volunteer programme.
	2. Each of the Other Partners recognises that they shall be required to comply with guidelines relating to volunteers being devised by Hull 2017 and Hull 2017 agrees to support the Other Partners in complying with such guidelines.
3. BROADCASTING

The Other Partners shall not, and shall ensure that any delivery the Other Partners shall not, arrange for the broadcast of any moving audio-visual and/or audio-only coverage of the Project without the prior approval of Hull 2017. For the avoidance of doubt, this clause does not prohibit clips of any part of the Project being broadcast for news purposes only.

1. MONITORING AND EVALUATION
	1. Each of the Other Partners shall complete the Equality and Diversity Monitoring form referred to in the Documentation section of this Agreement.
	2. Each of the Other Partners shall participate in the evaluation of the Project using the guidelines being developed by Hull 2017 and shall contribute fully to the evaluation of UK City of Culture which will be undertaken by Hull 2017 and other approved evaluators, including providing such data and statistics as Hull 2017 shall notify to the Other Partners relating to:
		1. the number and type of participants/audience of the Project;
		2. artistic, technical or other business capacity building; and
		3. such other information as shall be required for evaluation and monitoring purposes.
2. 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 Project to further the Legacy of the Project.

1. TERM

The term of this Agreement (**Term**) begins on the date of signature of this Agreement by both parties and shall, unless terminated earlier in accordance with this Agreement, expire on 31 December 2017.

1. INSURANCE

Each of the Other Partners shall either obtain or procure the obtaining of all usual insurance cover for the Project, which shall be with a reputable insurer and cover all risks of and incidental to the Other Partners’ obligations and responsibilities in relation to the Project, including (i) public liability, (ii) employer's and employee's liability (iii) insurance cover for all assets created as a result of Hull 2017 funding, and/or (iv) such other insurances as may be prudent in the circumstances or as may be reasonably required by Hull 2017. On request, the Other Partners shall supply to Hull 2017 a copy of each insurance policy effected under this clause.

1. LIABILITY

None of the parties shall be liable to the others under this Agreement for any loss of profits, business, contracts, data, market shares, anticipated savings, goodwill or revenue or for any other indirect, special or consequential loss or damage whatsoever, howsoever arising out of or in connection with the performance of its obligations under this Agreement or any breach of this Agreement provided (i) that nothing in this Agreement shall exclude or restrict any party’s liability for death or personal injury resulting from the negligence of that party or for any other liability which cannot be excluded or restricted by law and (ii) that this clause shall not apply to any matters referred to in the Licence Agreement.

1. CONFIDENTIALITY

The Other Partners shall each keep as strictly confidential the provisions of this Agreement and all materials and information of a confidential nature supplied by Hull 2017 in connection with the operation of this Agreement and shall not use the same, nor disclose the same to any third party without Hull 2017’s prior written consent, except as may be reasonably necessary to enable it to carry out its obligations under this Agreement; or where required by law or by an order of a court or other authority of competent jurisdiction.

1. TERMINATION
	1. Hull 2017 may terminate this Agreement with immediate effect without (subject to clause 7.3 below) incurring any liability to either of the Other Partners by giving notice at any time.
	2. If UK City of Culture is not held for any reason, this Agreement shall terminate automatically with effect from the date on which it is officially announced that UK City of Culture will not be held or will not continue. With effect from such date, each party shall automatically be relieved of its obligations under this Agreement (except for those obligations which expressly or by implication are intended to survive termination) and, subject to clause 6.3 in Section 2, neither party shall have any liability to the other.
	3. Expiry or termination of the Agreement for whatever reason shall not affect either party’s rights or remedies that have accrued prior to the date of termination, nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force by or after expiry or termination, including clauses 7, 8, 9, 16, 19, 21, 22, 23 and 29.
2. ANTI-BRIBERY

Neither party will tolerate bribery in any form (as defined by the Bribery Act 2010 and any subsequent law). Each party represents, warrants and undertakes to the other party that it has in place, and will follow, adequate anti-bribery policies and procedures. Each party acknowledges that any breach of its obligations under this Clause would constitute a material breach of contract for which the other party will be entitled to terminate this Agreement with immediate effect.

1. DATA SHARING
	1. Where legally able to do so, each of the Other Partners shall provide Hull 2017 such access as shall be requested to marketing and other databases for the purposes of evaluation by Hull 2017 of the Project and UK City of Culture.
	2. Each of the Other Partners 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. 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. TAXATION
	1. Each party shall duly comply with all requirements imposed on it by any applicable law or competent authority relating to tax (whether of the UK or elsewhere) arising in connection with the Project, and each shall be solely responsible in respect of its liabilities, assessments and charges to such tax and any withholdings, deductions, penalties, fines, surcharges and interest relating to the same.
	2. Where goods and/or services are supplied under this Agreement in exchange for other goods and/or services by the respective parties in the furtherance of their business, and VAT is due on such supplies in accordance with all applicable VAT laws and regulations in force from time to time, the parties shall agree the value of what each has supplied to the other in good faith and using a reasonable method to calculate the VAT payable on such supply, and each shall invoice the other the amount calculated as due. Such invoices will be submitted by each party to the other on the same date and in line with the timing rules governing the issue of VAT invoices within the applicable quarter.
3. NOTICES

Any notice to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by hand, registered post (or, if posted to or from the United Kingdom, an internationally recognised courier service) or fax to:

* + 1. in the case of Hull 2017: Pacific Exchange, 40 High Street, Hull HU1 1PA or +44 (0)1482 300300 (marked, in either case, for the urgent attention of Hull 2017’s Executive Director); or
		2. in the case of the University: University of Hull, Cottingham Road, Hull HU6 7RX or +44 (0)[*telephone number*] (marked, in either case, for the urgent attention of Marianne Lewsley Stiers; or
		3. in the case of the Larkin Society: Southwood, Southgate, Hornsea, HU18 1RE or +44 (0)[*telephone number*] (marked, in either case, for the urgent attention of Graham Chesters); or
		4. such other address or fax number as the Other Partners may designate in accordance with this clause.
1. GENERAL
	1. Each party shall (and shall procure that any necessary third party shall) do such further acts, and execute and deliver such other documents, as may be reasonably requested from time to time by the other party in order to implement and give full effect to the provisions of this Agreement.
	2. Each of the Other Partners acknowledges that Hull 2017 may, but (unless Hull 2017 consents) the Other Partners shall not nor shall either of them purport to, assign any of its rights under this Agreement.
	3. No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. 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.
	4. This Agreement and the Hull 2017 Brand Guidelines contain the entire agreement and understanding of the parties, and supersede any previous agreement or understanding between the parties, in relation to the subject-matter of this Agreement.
	5. No failure to exercise or delay in exercising any right or remedy under this Agreement shall operate as a waiver of that or any other right or remedy. The express rights and remedies provided by this Agreement are cumulative and, except as otherwise stated in this Agreement, do not exclude any other rights or remedies provided by law.
	6. The illegality, invalidity or unenforceability of the whole or part of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
	7. Whenever the consent or approval of a party to this Agreement is required, such consent may be given or withheld by such party in its sole discretion, unless otherwise specifically stated.
	8. The provisions of this Agreement:

### (a) shall survive the termination of this Agreement where expressly stated and otherwise to the extent necessary to protect the rights of Hull 2017 in and to the Hull 2017 Brand and to effect the intent of the parties; and

### (b) shall also be for the benefit of the parties and their respective successors and permitted assignees.

* 1. Nothing in this Agreement (or in any of the arrangements contemplated by it) is, or shall be deemed to constitute, a partnership, joint venture, relationship or agency or contract of employment between the parties.
	2. If any dispute or claim between the parties arises out of or in connection with this Agreement then the matter shall be resolved by the parties’ respective senior executives.
	3. This Agreement and any related dispute or claim (contractual or non-contractual) shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.

**SCHEDULE 1**

**LARKIN: NEW EYES EACH YEAR**

**04 JULY 2017 – 01 OCTOBER 2017**

A 3-month exhibition about and inspired by Philip Larkin through his poetry, artefacts of his life and objects of his profession that allow us insight into the man and his work at Brynmor Jones Gallery in the University of Hull.

This biographic exhibition at the University of Hull, where Larkin spent three decades as Librarian, lifts the lid on the life of one of Hull’s most influential creatives. Featuring his love of music, unseen letters, photography and personal possessions, Larkin: New Eyes Each Year explores connections between Larkin’s life and work in Hull and the writing that led to him being described as Britain’s best loved poet.

The wider exhibition programme includes artists’ responses to Larkin’s life and work, and questions about how we choose to present ourselves now. Curated by Anna Farthing.

**Budget**

|  |  |  |
| --- | --- | --- |
| **Larkin: New Eyes Each Year Budget** |   |   |
|   |  |   |
| **LEAD CREATIVES** |  | **30,160** |
| **PERFORMER FEES** |  | **15,000** |
| **TECHNICAL DESIGN, ENGINEERING & CAD** |  | **38,000** |
| **STAGING & SCENIC** |  | **2,176** |
| **BRANDING & DESIGN** |  | **1,000** |
| **DISTRIBUTION COSTS** |  | **8,000** |
| **PHOTOGRPAHY** |  | **1,000** |
| **EVALUATION & RESEARCH** |  | **1,000** |
| **ENGAGEMENT EVENTS** |  | **1,000** |
| **ACCESS INITIATIVES** |  | **1,000** |
| **VOLUNTEER CO ORDINATOR** |  | **700** |
| **ADMIN COSTS** |  | **964** |
| **TOTAL** |  | **100,000** |

**Timeline for delivery**

January 2017

Research exhibition designers and appointment process

February – March 2017

Design exhibition

Build extended programme of activity around exhibition

Secure clearances, permissions and licensing of exhibition and programme content

Develop marcomms plan and deliver marketing materials

April 2017

Finalise design and exhibition text with design team

Agree all conditions with exhibition venue and partners

May 2017

Prepare launch event for exhibition

June 2017

Build and install of exhibition

Delivery of Marcomms plan

July - September 2017

Launch and open of exhibition

Deliver programme of activity with partners and support live events in programme

October – November 2017

Demount exhibition

Support evaluation reporting and monitoring of project