

## HULL CITY OF CULTURE 2017 LTD NON-DISCLOSURE AGREEMENT

This Agreement is dated 20/01/2016.

### PARTIES

- (1) Hull UK City of Culture 2017 Ltd. whose address is at Pacific Exchange, 40 High Street, Hull HU1 1PS ("H2017").
- (2) Andy Brydon, Curated. whose address is at 3 West Bank, Manchester, M11 1GT ("Recipient").

together the "Parties"

### BACKGROUND

H2017 wishes to disclose certain Confidential Information (as defined below) for the purpose of sharing information regarding Hull 2017 plans and programmes that is not currently in the public domain ("the Purpose") and wishes the Recipient to keep such information confidential. In consideration of the benefits to the Parties of disclosure and receiving the Confidential Information the Parties have agreed to comply with the following terms in connection with the use and disclosure of the Confidential Information.

### 1. DEFINITIONS

"Confidential Information" means all information (however recorded or preserved) disclosed or made available, by H2017 or its Representatives to the Recipient and its Representatives including but not limited to:

(a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

(b) the existence and terms of this Agreement; and

(c) any information that would be regarded as confidential by a reasonable business person relating to the affairs of H2017,

but not including any information that:

(d) is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement; or

(e) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with H2017 or otherwise prohibited from disclosing the information to the Recipient; or

(f) was lawfully in the possession of the Recipient before the information was disclosed to it by H2017 as evidenced by written records.

"Representatives" means employees, agents and other representatives of a party.

### 2. TERMS

2.1 The Recipient shall keep the Confidential Information confidential and, except with the prior written consent of H2017, shall:

2.1.1 not use such Confidential Information in any way except for the Purpose;

2.1.2 not disclose such Confidential Information to any third party, except as expressly permitted by this Agreement;

2.1.3 not copy or record such Confidential Information except as necessary for the Purpose (and any such copies and records shall be the property of H2017); and

2.1.4 apply the same security measures and care to such Confidential Information as the Recipient applies to its own confidential information.

2.2 The Recipient may disclose H2017 Confidential Information to those of its Representatives who need to know such Confidential Information for the Purpose, provided that:

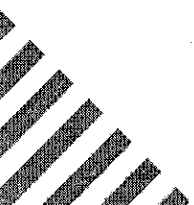
2.2.1 it informs its Representatives of the confidential nature of the Confidential Information before disclosure; and

2.2.2 it asserts that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Recipient,

and it shall at all times be liable for the failure of any Representative to comply with the terms of this Agreement.

2.3 The Recipient may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives H2017 as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 2.3, it takes into account the reasonable requests of the H2017 in relation to the content of such disclosure.

2.4 At the request of H2017, the Recipient shall promptly:



2.4.1 destroy or return to H2017 all documents and materials (and any copies) containing or incorporating H2017's Confidential Information;

2.4.2 erase all H2017 Confidential Information from its computer systems to the extent technically possible; and

2.4.3 certify in writing to H2017 that it has complied with the requirements of this Clause 2.4, provided that the Recipient may retain documents and materials to the extent required by law or any applicable governmental or regulatory authority.

2.5 Neither party shall make any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority, or by any court or other authority of competent jurisdiction.

2.6 H2017 does not make any warranty or representation concerning its Confidential Information.

2.7 The disclosure of Confidential Information by H2017 shall not form any offer by H2017 to enter into any further agreement in relation to the Purpose.

2.8 Without prejudice to any other rights and remedies it may have, H2017 shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

2.9 The Recipient shall indemnify and keep fully indemnified H2017 at all times against all liabilities, costs (including legal costs on an indemnity basis) expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by H2017 arising from any breach of this agreement by the Recipient and/or the actions or omissions of its Representatives.

2.10 The obligations of each party shall, notwithstanding any earlier termination of discussions between the parties in relation to the Purpose, continue for a period of 5 years from the date of final disclosure of Confidential Information under this Agreement.

Signed: 

Date: 21/04/16

Name of Signatory: Sam Hunt

Position: Executive Producer

for and on behalf of Hull 2017

2.11 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous arrangements between them relating to its subject matter.

2.12 The Recipient (and/or its Representatives) acknowledge that all intellectual property rights of whatever nature contained within the Confidential Information are owned by H2017 and/or its licensors and cannot be used by the Recipient, (and/or its Representatives) other than for the Purpose.

2.13 No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

2.14 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy.

2.15 Except as otherwise provided in this Agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it. This Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

2.16 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at the party's address stated at the beginning of this agreement (or such other address as specified by either party to the other in writing); or (b) sent by email to the party's specified email address.

2.17 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture or agency between the parties, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

2.18 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Signed: 

Date: 16/5/16

Name of Signatory: Andy Baydon

Company: Curated Place

Position: Director

for and on behalf of Recipient

Andy Brydon  
Curated Place

3 West Bank  
Manchester  
M11 1GT

20<sup>th</sup> January 2016

Dear Andy Brydon,

**Freelance Consultancy Agreement**

We are pleased to confirm the terms of our agreement concerning the provision of your freelance services to Hull UK City Of Culture 2017 Limited ("Hull 2017").

1. **Term**

You shall provide your services to Hull 2017 from 20<sup>th</sup> January 2016 until mid-March 2016 to complete the agreed pieces of work as detailed in Schedule 1.

2. **Duties**

2.1. You will unless prevented by ill health or accident be required to have completed the Services (as defined at clause 2.2.1 below) by Mid-March 2016. Our Executive Producer has informed you of the Services required and you have agreed a fixed fee of £2000 for providing the Services. Any additional work undertaken beyond the Fee Quote will not be paid unless you have obtained Hull 2017's prior written agreement. You shall use your best endeavours to promote the interests of Hull 2017 when carrying out the Services.

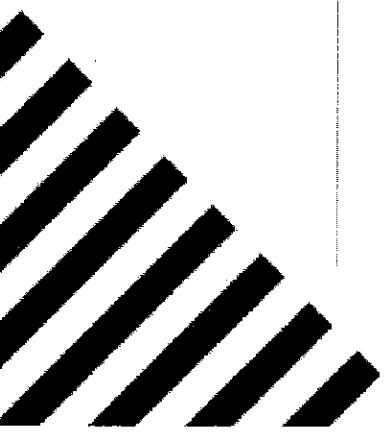
2.2. You will deliver the following to Hull 2017:

2.2.1. The services including any deliverables, as briefed to you by our Executive Producer.

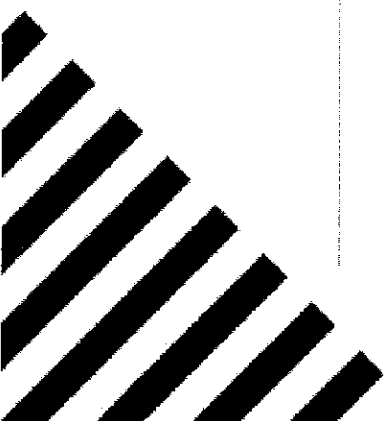
2.2.2. You will provide the Services and deliver the deliverables to Hull 2017 in accordance with the agreed timescales notified to you pursuant to clause 2.2.1 and time shall be of the essence with respect to the agreed timescales.

2.3. You warrant undertake and agree with Hull 2017 that:-

2.3.1. you are free to enter into this agreement and supply the Services and are not under any pre-existing obligation which would prevent or hinder your supply of the same.



- 2.3.2. you shall render the Services to the best of your skill and ability in a professional manner at such locations and times and in co-operation with such persons as Hull 2017 may from time to time direct;
- 2.3.3. you shall not in connection with your activities under this agreement do or suggest the doing of any action which might be unlawful or infringe the rights of any third party or which might prejudice or damage the reputation of Hull 2017;
- 2.3.4. any literary, dramatic, musical or artistic work or film, sound recording or broadcast made by you (whether alone or jointly with others) as part of the Services shall comply in all respects with UK law. It shall not infringe any right of copyright, performers' property rights, moral rights, right of privacy, right of publicity or any other right whatever of any person;
- 2.3.5. except to the extent that any copyright work created by you during the rendering of Services is made by you jointly with any employee or any other freelancer under the appointment of Hull 2017 you shall be the sole absolute and unencumbered legal and beneficial owner of all rights in and to such copyright work and you warrant that you have the right to grant to Hull 2017 the rights granted in clause 7 of this agreement; and
- 2.3.6. any literary, dramatic, musical or artistic work or film sound recording or broadcast made by you (whether alone or jointly with others) as part of the Services shall comply in all respects with the specification outlined.
- 2.4. If you are unable to provide the Services due to illness or injury you shall notify Hull 2017's Executive Director as soon as reasonably practicable.
- 2.5. You must complete a Hull2017 Non Disclosure Agreement.
- 2.6. You must comply with our policies on equal opportunities, anti-harassment and bullying, anti-corruption and bribery and the Bribery Act 2010. Failure to do so may result in the immediate termination of this agreement.
- 2.7. You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as Hull 2017 may require.
- 2.8. You have no authority (and shall not hold yourself out as having authority) to bind Hull 2017, unless we have specifically permitted this in writing in advance.
- 2.9. With our prior written approval, you may appoint a suitably qualified substitute to perform the Services on your behalf, provided that the substitute shall be required to enter into direct undertakings with Hull 2017, including with regard to confidentiality. We will continue to pay you your fee as provided in clause 3.1 below and you shall be responsible for the remuneration of (and any expenses incurred by) the substitute.



For the avoidance of doubt, you will not be paid for any period during which neither you nor any substitute provides the Services.

3. **Fees and expenses**

3.1. Hull 2017 will pay you a fee of £2000 exclusive of VAT. A Purchase Order has been raised against your written quote. Then you shall submit an invoice as per the agreed payment schedule in Schedule 1. Hull 2017 will pay such invoices within thirty (30) days of receipt.

3.2. You shall not incur any expenses or costs on behalf of Hull 2017 without 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 your invoice and all relevant receipts.

3.3. Hull 2017 is entitled to deduct from any sums payable to you any sums that you may owe Hull 2017 at any time.

4. **Other activities**

4.1. You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with Hull 2017.

5. **Confidential information and Hull 2017 property**

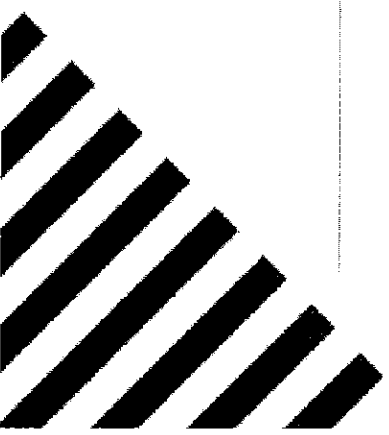
5.1. You shall not use or disclose to any person either during or at any time after your engagement by Hull 2017 any confidential information about the business or affairs of Hull 2017 or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to the affairs of Hull 2017 or any of its business contacts.

5.2. The restriction in clause 5.1 does not apply to:

5.2.1. any use or disclosure authorised by Hull 2017 or as required by law; or

5.2.2. any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

5.3. All documents, manuals, hardware and software provided for your use by Hull 2017, and any data or documents (including copies) produced, maintained or stored on Hull 2017's computer systems or other electronic equipment (including mobile phones if provided by Hull 2017), remain the property of Hull 2017. Any materials developed by you must be surrendered with 48 hours of completion of the agreement or by request of the Executive Producer.



6. **Data protection**

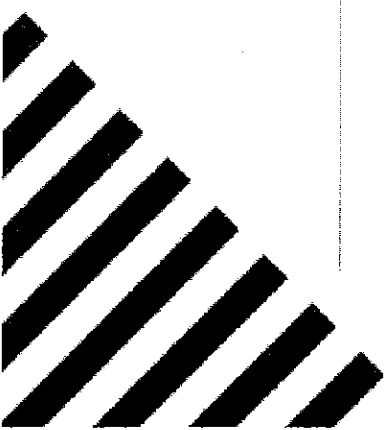
- 6.1. You consent to Hull 2017 holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to you.
- 6.2. You consent to Hull 2017 making such information available to those who provide products or services to Hull 2017 (such as advisers), regulatory authorities, governmental or quasi-governmental organisations.
- 6.3. You will comply with the Hull 2017's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of Hull 2017.

7. **Intellectual property**

- 7.1. You grant us the right to use your name, approved likeness and approved biographical material in connection with the promotion of the Commissioned Works. Any material supplied by you or your representatives shall be deemed to be approved for these purposes.
- 7.2. You grant us the right to use images of the Project for future marketing of Hull 2017 and Hull 2017's on going activity.
- 7.3. We agree to credit your work wherever practicable when featuring the work in promotion or press.
- 7.4. You have the right to use images of the work freely in your own promotion and marketing.
- 7.5. You agree to credit the images of the works presented in this Project in perpetuity as follows: [Work Title] presented at Hull 2017 with Curated Place

8. **Warranties and Indemnity**

- 8.1. You warrant as follows:
  - 8.1.1. that the Commissioned Works are original and that they were created by you.
  - 8.1.2. that you are under no restriction that would prevent you from performing this agreement;
  - 8.1.3. that you are entitled to grant the rights described in paragraph 7 free of any encumbrance;



8.1.4. you shall not in connection with your activities under this agreement do or suggest the doing of any action which might be unlawful or infringe the rights of any third party or which might prejudice or damage our reputation.

8.1.5. No literary, dramatic, musical or artistic work or film sound recording or broadcast or cable programme made by you (whether alone or jointly with others) as part of the Commissioned Works shall under the laws in force in any part of the world be obscene or defamatory (except where specifically authorised by the Project) or infringe any right of copyright, performers' property rights, moral rights, right of privacy, right of publicity or any other right whatever of any person and all such works, films, sound recording or broadcast or cable programmes shall comply in all respects with the law;

8.1.6. That you have obtained at no cost to us all the necessary licences and consents in respect of any third party works contained in the Commissioned Works required to enable us to have unfettered use of the Commissioned Works.

9. **Insurance and liability**

9.1. You 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 you, or any substitute engaged by you, of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the Term adequate insurance cover with reputable insurers acceptable to Hull 2017.

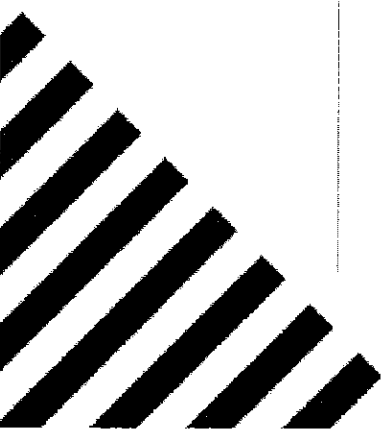
9.2. You shall indemnify Hull 2017 against any losses suffered by Hull 2017 as a result of any claim or threatened claim that the Services infringe the intellectual property rights of any third party.

9.3. Hull 2017's liability in respect of this agreement shall be limited to the lesser of the amount of fees paid to you pursuant to this agreement during your engagement or over the twelve month period prior to which such liability arose.

9.4. 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.

10. **Termination**

Hull 2017 may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or approved expenses at the date of termination) if:



- 10.1.1. you are in material breach of any of your obligations under this agreement; or
- 10.1.2. other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services.

Any delay by Hull 2017 in exercising its rights to terminate shall not constitute a waiver of those rights.

11. **Obligations on termination**

Any Hull 2017 property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to Hull 2017 at any time on request and in any event on the termination of this agreement. You also undertake to irretrievably delete any information relating to the business of Hull 2017 stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of Hull 2017.

12. **Status**

12.1. Nothing contained in this letter shall constitute a partnership or contract of employment between you and Hull 2017. You will be an independent contractor and nothing in this agreement shall render you an employee, worker, agent or partner of Hull 2017 and you shall not hold yourself out as such.

12.2. You shall be fully responsible for and indemnify Hull 2017 against any liability, assessment or claim for:

12.2.1. taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

12.2.2. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against Hull 2017 arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Hull 2017.

Hull 2017 may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

13. **Notices**

13.1. 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 individual), their home address or sent by email to the email addresses notified by the respective parties from time to time.

13.2. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or if sent by email, at 9:00 am on the next working day after transmission, or otherwise at 9:00 am on the second working day after posting.

14. **Variation and third party rights**

14.1. This agreement may only be varied by a document signed by both you and Hull 2017.

14.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you 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.

15. **Invalidity**

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.

16. **Governing law and jurisdiction**

16.1. 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.

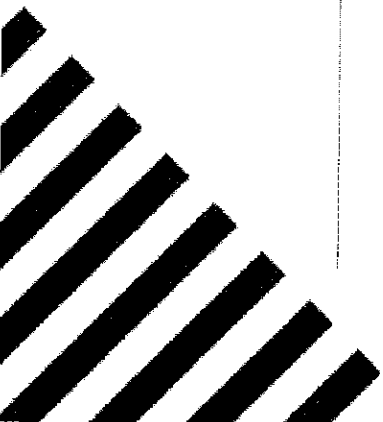
16.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely,



SAM HUNT





For and on behalf of

HULL UK CITY OF CULTURE 2017 LIMITED

I hereby acknowledge receipt and accept the contents of this letter.

Signed .....  


Andy Brydon

Date .....  
10/5/16



**SCHEDULE 1**

**Enter Agreed Schedule of Works here along with timeframe and any payment schedule.**

Contract began 06/01/2016

Initial report on feasibility of proposed music programme mid-March

Payment 50% on signing of contract

50% on delivery of report

