sHazel Colquhoun

60 Huntington Road

York

North Yorkshire

YO31 8RE

Andrew Knight

22 Parkfield Avenue

North Ferriby,

East Riding

HU14 3AL

18 November 2015

Dear Hazel Colquhoun and Andrew Knight

**Freelance 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 18th November 2015 unless and until this agreement is terminated by either party giving to the other not less than two weeks' prior written notice or as otherwise provided in this letter.

1. Duties
   1. You shall be based at your premises or at the Hull 2017 offices, subject to availability with prior arrangement. You will unless prevented by ill health or accident be required to provide the Services (as defined at clause 2.2.1 below) over 10 days and 1 reporting day in each calendar month for four months. Our Executive Producer will inform you of the Services required and you will provide a fee quote for providing the Services for our approval. Once the fee quote is approved ("the Fee Quote"), you will provide 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. You will deliver the following to Hull 2017:
      1. The services including any deliverables, as briefed to you by our Executive Producers or Technical and Operations Director.
      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.
   3. You warrant undertake and agree with Hull 2017 that:- 
      1. you are free to enter into this agreement and supply the Services and are not under any pre-existing obligation, and will not enter into any future agreement which would prevent or hinder your supply of the same
      2. you shall render the Services to the best of your skill and ability in a professional and workmanlike manner at such locations and times and in co-operation with such persons as Hull 2017 may from time to time direct;
      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;
      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;
      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
      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 by the Executive Producers and Technical & Operations Director.
   4. If you are unable to provide the Services due to illness or injury you shall notify Hull 2017's Executive Producers or Technical and Operations Director as soon as reasonably practicable.
   5. You must complete a Hull2017 Non Disclosure Agreement.
   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.
   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.
   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.
   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.
2. Fees and expenses
   1. Hull 2017 will pay you a fee of £300per day exclusive of VAT. A Purchase Order will be raised against a 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.
   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. Hull 2017 is entitled to deduct from any sums payable to you any sums that you may owe Hull 2017 at any time.
3. 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. However, you may not be involved in any capacity with a business which does or could compete with the business of Hull 2017 without the prior written consent of our Executive Producers or Technical and Operations Director.

1. Confidential information and Hull 2017 property
   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.
   2. The restriction in clause 5.1 does not apply to:
      1. any use or disclosure authorised by Hull 2017 or as required by law; or
      2. any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.
   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 Producers or Technical & Operations Director.
   4. You may not include in your marketing materials or portfolio or otherwise disclose details of or show the products of your Services (including any deliverables) to any third party without the prior written consent of Hull 2017 which will not be unreasonably withheld.
2. Data protection
   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.
   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.
   3. You irrevocably consent to the transfer of such information to Hull 2017's business contacts outside the European Economic Area in order to further its business interests.
   4. 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.
3. Intellectual property
   1. You hereby assign to Hull 2017:
      1. all existing and future intellectual property rights including, without limitation patents, copyright and related rights including rental and lending rights and all performer's property rights and all rights of action and all other rights of whatever nature in and to the product of the Services whether now known or in the future created to which you are now or may be at any time after the date of this agreement entitled by virtue of any laws in force in any part of the world to hold to Hull 2017, its successors and licensees absolutely (and in the case of copyright for the full period of copyright throughout the world including all renewals, revivals, reversions and extensions). For the avoidance of doubt this assignment includes any and all intellectual property rights arising out of the Services you have provided to Hull 2017 prior to the date of this agreement; and
      2. all inventions arising from the Services;
   2. You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.
   3. You agree promptly to execute all documents and do all acts as may, in the opinion of Hull 2017, be necessary to give effect to this clause 7 and you hereby irrevocably appoint Hull 2017 to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving Hull 2017 or its nominee the benefit of this clause 7 and acknowledge in favour of a third party that a certificate in writing signed by any director or the secretary of Hull 2017 that any instrument or act falls within the authority conferred by this clause 7 shall be conclusive evidence that such is the case.
   4. You confirm and agree that to the extent your Services result in the creation of any typographical arrangement of a published edition or film or sound recording or broadcast (as such expressions are defined in the Copyright, Designs and Patents Act 1988) all rights in such material shall belong to Hull 2017 as sole absolute legal and beneficial owner absolutely from the moment of creation and such material shall be treated in all respects as if Hull 2017 were the author and first owner of such material pursuant to Sections 9(2) and 11(2) of such Act.
4. Insurance and liability
   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.
   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.
   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.
   4. Nothing in this agreement excludes or limits Hull 2017's liability in respect of death or personal injury caused by the negligence of Hull 2017.
5. 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:

* + 1. you are in material breach of any of your obligations under this agreement; or
    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.

1. 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.

1. Status
   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.
   2. You shall be fully responsible for and indemnify Hull 2017 against any liability, assessment or claim for:
      1. taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
      2. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by 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.

1. Notices
   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.
   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.
2. Variation and third party rights
   1. This agreement may only be varied by a document signed by both you and Hull 2017.
   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.
3. 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.

1. Governing law and jurisdiction
   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.
   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,

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For and on behalf of

**HULL UK CITY OF CULTURE 2017 LIMITED**

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

Signed ..................................................... Signed .....................................................

Hazel Colquhoun Andrew Knight

Date ........................................................ Date ........................................................

**Hazel Colquhoun and Andrew Knight Freelance Agreement**

**SCHEDULE 1**

**STAGE 1 work – November 2015 – February 2016**

Working title “Look Up”

1. **INTRODUCTION**

Look Up will invite artists to explore Hull and to create new works for public spaces in the city inspired by what they find.

The works will capture peoples' imagination, be engaging and transformative.

They will change and challenge people’s experience and perception of the city.

These temporary works will leave indelible memories - of a view, experience, journey, spectacle - forever associated with Hull in 2017.

We are developing the programme with reference to a matrix of influences – taking into account locations (places and spaces), the Hull 2017 Programme Seasons, prospective partners and the ways that the invited artists might respond to the city.

Summary services to be provided:

* Research sites, artists, prospective partners, consult existing partners and stakeholders, to create outline programme for approval by H2017
* Manage commissioning of artist proposals, work with artists to enable presentation to H2017 and appropriate partners, facilitate final approval
* Work with 2017 to secure partner funding
* Manage appropriate negotiations and applications to secure permissions required for each commission
* Develop project plan for each commission to include budget breakdown, method statement inc roles and responsibilities, timetable – fabrication, installation, de-rig, risk assessment, maintenance programme
* Develop marketing/engagement/education programmes to complement commissions
* Manage process of each commission, technical/production tasks undertaken by appropriate sub contractors
* Reporting to client
* Work with Hull 2017 to produce appropriate commission documentation (2017?)
* Work with Hull 2017 appointed evaluators to produce commission evaluation

1. **PROGRAMME – TASKS AND TIME**

**Stage 1 – November 2015 – February 2016 - Programme Scoping, Consultation, Artist shortlist. *November and December 2015***:

* Agree brief and programme plan including reporting and protocol for partner discussions
* Agree contract with H2017
* Begin partner consultation to include some or all of Yorkshire Sculpture Triangle; RIBA; BBC; NHS/Wellcome Trust, Hull School of Art and Design, International civic partners (Reykjavik, Rotterdam, Aarhus and Freetown) and any other relationships as directed by Hull 2017.
* Research potential and viable sites, agree in principle permissions
* Research and recommend artists based on both curatorial vision and availability

**By 15th December** **2015:**

* present agreed curatorial approach (before 15th December)
* list of potential artists;
* initial list of potential sites;
* scoping paper for partner or co-commissions

***January and February 2016:***

* Initiate artists’ contacts and organise site visits
* Ongoing discussions with partners and research into sites

**By end February 2016 –**

* Present proposed outline programme
* shortlist of potential artists with sites, (plus any prospective artists still to visit)
* present outline terms of partner or co-commissions
* Agree scope of work for phase two

**Fees for Stage 1 -**

44 days (10 days per month + 1 day reporting) @£300 - £13,200

Payment - £4,400 on appointment

£4,400 1 January 2016 (presentation curatorial approach; artist and site list)

£4,400 1 March 2016 (presentation and approval outline programme)

Up to £2,000 expenses by agreement with 2017