



Moors for the Future Partnership

Website Design Brief and Invitation to Quote
4 May 2018



Introduction

We are looking for an experienced web designer or agency to design and supply content templates and functional templates for the new Moors for the Future Partnership (MFFP) [website: www.moorsforthefuture.org.uk](http://www.moorsforthefuture.org.uk)

Moors for the Future Partnership

We have been in existence since 2003, delivering landscape-scale conservation that has transformed huge areas of the Peak District and South Pennines. We are a relatively small partnership with a huge reach – we've given advice to peatlands in the Falklands, Tibet and Northern Ireland as well as working closer to home.

We have three objectives:

1. To raise awareness of why the moors are valuable and to encourage responsible use and care of the landscape
2. To restore and conserve important recreational and natural moorland resources
3. To develop expertise on how to protect and manage the moors sustainably

Our core areas of work are the South Pennine Moors Special Area of Conservation (SAC) and the West Pennines Moors SAC.

There are multiple benefits to the public for ensuring that the uplands are healthy:

- Healthy upland landscapes actively capture and store carbon, tackling climate change
- They slow the flow of rainwater from the hills, helping to reduce the risk of flooding in towns and cities below
- They also improve the quality of water flowing into rivers and reservoirs. In turn this can help lower water bills
- They provide a vital habitat for a range of fantastic fauna and flora
- In good health, they are less susceptible to wildfire, which can lead to a spiral of decline

Our practical delivery of conservation work on a landscape includes improving the condition of blanket bog and other upland habitats, facilitating the planting of clough woodlands, and footpath repair.

Our work is supported by extensive research and monitoring, often in collaboration with academics.

Our website aims to fulfil our first objective to raise awareness of the value of moorlands and encourage responsible use. Our audience ranges from local families



to academics and policy makers. Furthermore our website showcases the breadth and depth of our work and highlights why we do it. It also provides a wealth of information about upland conservation and essential scientific evidence.

The new website

We aim to inspire everyone from the general public, through to policymakers, to value blanket bog because of its amazing qualities and multiple benefits for all.

The site needs to communicate this message on a number of levels from casual interest through to in-depth interest, including evidence, guidance, and persuasion. We also want to collaborate and share dialogue with our audiences, from casual volunteers to land management and academic professionals.

Our key messages are:

- That the blanket bog moors of the Peak District and South Pennines are beautiful, special, fragile, carbon stores.
- They lower flood risk, improve water quality and reduce impact of fire
- They are home to unique plants and animals

These messages need to be stated in the most basic way to inspire a lay reader or journalist, through to evidence-based detailed information for policy makers, land managers and academics:

We will use the website to help meet the needs of our partners and funders, and to inspire policy makers potential partners and potential funders to understand and pay attention to the importance of our work.

Our digital communications are based on our vision and purpose for engagement:

- be recognised as leaders in upland and peatland conservation and science
- influence the direction of upland and peatland conservation policy at a national and international level
- influence upland and peatland land management practices
- communicate the story of the biggest environmental catastrophe in the uplands of Europe and how this devastation is being reversed
- be a valued partnership

We have identified seven main user groups

- Policy makers
- Partner organisations and conservation organisations
- Academics
- Land managers



- Media and commentators
- Funders, potential funders, investors
- General public and volunteers

We have also identified a number of key areas of information that our audiences need:

- ✓ Multiple benefits of blanket bog
- ✓ Key facts and figures (relating to blanket bog, our work, multiple benefits, etc.)
- ✓ In-depth reports
- ✓ Scientific studies, reports and posters
- ✓ News, our work, progress, milestones
- ✓ Factsheets and guidance documents
- ✓ How to get involved, calls to action (inc. citizen science actions and input)
- ✓ Enjoying the area
 - Specific messages
 - Wildfire reporting (specific task as part of our MoorLIFE 2020 project)
 - Sharing 'best practice' using a secure login
 - Tenders for contracting work

In order to communicate these messages, we require the following functionality:

- A range of well-designed page and content-area templates for static content (text, images, video)
- Interactive maps that show information about where we've worked and what we've done
- Presentation of all our publications (as web pages and documents) including scientific posters, scientific reports, factsheets and guidance, so that they can be easily found, identified, searched and are in logical order
- Feature feeds such as social media and latest news
- Straightforward search capability
- Forms for collecting data such as Community Science Project data (location, date, species etc.)

Design details and requirements

Site appearance

We want our new website to be eye-catching, useful, relevant and beautiful. It will be our digital way of inspiring people to protect blanket bog. The website will tell stories, past, present and future.

Corporate identity and colour palettes

We are in the process of updating our branding guidelines.



Here are some recent examples of our corporate look and feel.

- <http://www.moorsforthefuture.org.uk/blanket-bog-land-management-guidance>
- http://www.moorsforthefuture.org.uk/sites/default/files/MFFP_Review_2016-17.pdf
- http://www.moorsforthefuture.org.uk/sites/default/files/PR19_plan_for_the_uplands.pdf

Site structure (Page types)

We are working on a new information architecture structure for our website which will be updated from the current site. The deadline for completion of this work is 30th June 2018.

Other considerations

- Housekeeping links - Accessibility, Breadcrumb Trail, Site map, Contact Us, Terms and Conditions, Skip to content, Accessible version, Print style, copyright (these need to be present on all pages so need to be in the base template).
- Our site will be based in the Squiz Matrix content management system (CMS). The CMS outputs code for certain elements in a set format, and if the design works with the default output of the CMS it saves us having to edit the code.

Content pages (second/third level navigation)

Flexible page layouts using system of re-usable components that can be assembled in different configurations to accommodate the unique content need for each type of page.

Designs required

Allow for the initial supply of at least two design options, and for two re-workings of the selected design following consultation. Homepage and secondary page designs should include a range of responsive design components.

Designs for the following devices and pages will be required.

- Desktop/ Mobile
- Home page
- Second level navigation – 2 designs layouts using components
- Project map page
- Third level navigation (sub-pages) – 2 designs layouts using components
- A print style-sheet should also be provided

Please note, for the quotation you are only required to submit design ideas for the homepage and next page down, including sketches, along with your initial quotation.



The requirements listed above are those that will be required of the successful tenderer.

Technical specification

Mobile device friendly

We would like a responsive (and potentially adaptive) website to be built with at least two break points so that it can be used on a variety of mobile devices as well as desktop.

Accessibility

The designs should be compliant with the WCAG 2.0 AA and WAI ARIA accessibility guidelines so it meets or exceeds the requirements of the forthcoming EU Web Accessibility Directive.

Speed and size

We understand that our visual brand is image-led, but we'd like the new design to be as fast to load as possible, with page sizes as small as possible. Practical tips you can provide such as CSS and JS minification or use of CDNs for images would be appreciated.

Images

We will provide images for the final design. However, you should note that these images remain copyright PDNPA/MFFP and should not be used for any other projects without prior consent.

Specification for the design and functionality

- Must work on Chrome, IE9+, Edge, Safari, Firefox and mobile and tablet browsers, being responsive and optimised for each type of device. (e.g. UX better for tablets with easy tap links and simplified menus etc)
- Keep our URL www.moorsforthefuture.org.uk
- Ability to cope with increase in video content, host blogs/vlogs
- RSS Feeds as a way of integrating with i-tunes etc so we could have serialised content (e.g. podcast, audio or video)
- Easy to edit by non-specialists
- Homepage – automatically pulls content through from other sections of website. Customisable so we can choose what to highlight.
- Breadcrumbs
- As future-proof as possible
- Comply with GDPR (General Data Protection Regulation)



High Priority/ Essential functionality

- Standard parent-child/tree architecture for primary site navigation, with category tagging for secondary navigation allowing us to pull similar pages of interest together.
- A better way of geographically showing our work, that will allow us to communicate the story of our work as a whole and by different projects as required by funders. Can be easily customised to include the ML2020 work and showcase our ground-breaking science and comms work in one integrated map. Ability for us to create maps without having to outsource expertise (easy to do in house).
- Social media integration with sharing buttons embedded on each page of site, able to pull in social media for specific hashtags
- Integrated mailing list so subscribers can get emails of news, customised to their interests and able to sign up / linked to our CRM system (ThankQ)
- Password protected areas for document sharing and discussion. (Wildfire reporting and Land Management forum, contractors hub or portal with tenders, future work, health and safety info etc – ability to host others and volunteers page – maps that we want to share, risk assessments, etc)
- Innovative ways of publishing our PDFs (e.g ISSUU)
- Data from weather station goes onto website
- Searchable 'database' of publications, reports, posters, scientific papers etc.

Coding

Our new website will run in Squiz Matrix CMS.

The CMS outputs code for certain elements in a set format, and if the design works with the default output of the CMS it saves us having to edit the code.

Headings, paragraphs, lists and list items, videos and other inline elements have no classes or ids. We put ids and/or classes on container divs to specify these elements in CSS instead.

- All coding to be done in HTML5, CSS3 and JavaScript/JQuery;
- Relative units to be used throughout for font sizes and dimensions;
- All elements to be positioned using CSS3;
- All styling of elements to be done via CSS3;
- Titles to be coded using the appropriate tags, h1-h4;
- All pages should display correctly in Windows, Mac and UNIX operating systems and in a range of desktop browsers including MS Internet Explorer 11, Firefox, Google Chrome, Apple Safari and Opera, and mobile browsers including Safari, Chrome and the native Android browser.

More information about Squiz Matrix can be found at <https://matrix.squiz.net/manuals>



Submission requirements and process

Submissions should include

- two design concepts for the home page and next page down using Photoshop/Illustrator or the UX tool of your choice (Sketch/XD/Invision etc), with an accompanying summary of your ideas behind the concepts;
- URLs of at least 3 previous responsive design projects by the designer who will work on the project;
- your project plan/methodology;
- details of at least 3 clients who can be contacted for references.

Together with a fixed price quotation to include the following (itemised):

- costs for designing the specified mock-ups for the *core* site templates. These should allow for the initial supply of at least two options, and for two re-workings of designs following consultation (see Specification at Appendix I);
- costs for designing specified mock-ups for the *additional* elements of the website, e.g. Project Map page;
- costs for the converting mock-ups and all components into HTML, CSS and JavaScript as detailed in the Specification;

Also please supply your hourly rate for further design revisions and coding, should these prove necessary.

Please do **not** quote for the following services as they will be delivered in-house:

- × Website hosting
- × Transfer of supplied code into the CMS
- × Usability testing
- × Content creation

The supplied code must be compliant with current web standards.

Quotations must be submitted in hard copy or by email to Jody Vallance, Communications and Engagement Officer, Moors for the Future Partnership, The Moorland Centre, Fieldhead, Edale, Hope Valley, S33 7ZA, marked/titled **QUOTATION FOR MFFP WEBSITE**, to arrive no later than **2pm on Friday 8 June 2018**.

Please email your proposal in pdf format to moors@peakdistrict.gov.uk
If your submission is made on behalf of a partnership, business or company, please provide details of

- Your trading name, address for official correspondence and any registered company number;
- Total number of staff / employees



- Name and job titles of staff / employees who will be involved in this project, including any sub-contractors.

It is the supplier's responsibility to ensure that its quote complies with the submission requirements and is received by the PDNPA by the date and time set out. The PDNPA accepts no responsibility for any problems arising from the PDNPA's or the supplier's IT software, infrastructure, input or internet connectivity, the security of or access to the internet, the capability or capacity of the PDNPA's or the supplier's email systems or supplier's failure to check their email system for correspondence received from the PDNPA about this Invitation to Quote. Suppliers must note that the current maximum size of any email receivable by the PDNPA is 10MB. It is the responsibility of the supplier to ensure that its quote is received by the PDNPA. Suppliers are strongly advised not to submit their quote immediately before the deadline.

Quotations received after the deadline or otherwise not complying with the instructions in this Invitation to Quote will be disqualified.

You are welcome to use any text and imagery on the current Moors for the Future Partnership website for the purposes of your quotation.

Contract details

The following milestones are proposed for work under the contract:

Deadline for receipt of quotes	Friday 8 June 2018
Potential interview date for shortlisted contractors	21 June 2018
Appointment of selected contractor	WB 25 June 2018
Inception meeting	WB 2 July 2018
Collaborative design phase	2 July – 14 September
HTML, CSS, Javascript files	1 October – 12 October
Website to be implemented into Squiz Matrix by PDNPA staff and National Parks Portal Manager, with support from the contractor as necessary	15 October – 30 November
Testing and bug reporting,	15 October – 30 November
Final design modifications following bug fixing	7 December – 20 December
Site go live	20 December 2018

Contractors are invited to comment in their submission on the appropriateness and deliverability of these milestones, together with any other matter relevant to scheduling work under the contract.



Budget

Contractors should note that the budget allocated for this initial phase of the contract is in the range **£15,000**.

Selection of Contractor

The contract will be awarded on the basis of confidence in the Contractor achieving a high standard of work, completing the work in accordance with the agreed methodology and timescale and delivering good value for money.

Selection criteria will include:

1. Price (20% of the total score value);
 - $5 \times (\text{Lowest Quote Price} \div \text{Quote X's Price})$
2. Quality criteria (80% of the total score value):
 - design concepts for the home page and next page down - style, look and feel, function, suitability 40%
 - evidence of successful delivery of similar websites 20%
 - methodology – approach to task; understanding of requirement 20%

We may invite shortlisted contractors to attend an interview.
Criteria will be scored* in line with the following

	Potential score	Weighting	Max score
design concepts for the home page and next page down - style, look and feel, function, suitability	0-5	2	10
evidence of successful delivery of similar websites	0-5	1	5
methodology – approach to task; understanding of requirement	0-5	1	5
Price	0-5	1	5
TOTAL			25

*Scoring methodology:

0= No response

1= Major weaknesses or gaps in the information provided

2= Response is sketchy with little or no detail of how the criteria is met

3= Response meets majority of requirements but lacks some clarity/detail in how solutions will be achieved

4= Response addresses in some detail all or majority of requirements, with evidence

5= Response addresses all requirements, demonstrates a deep understanding of the brief/presents innovative ideas.

If your submission is made on behalf of a partnership, business or company, please provide details of

- Your trading name, address for official correspondence and any registered company number;



- Total number of staff / employees
- Name and job titles of staff / employees who will be involved in this project, including any sub-contractors.

Contract Award

Please note that any costs incurred in preparing your quotation are entirely at your own risk. PDNPA reserves the right to not make any appointment and not to accept the lowest quotation.

The selected Contractor must enter into a formal contract in the terms of this invitation to quote, the submitted quotation and PDNPA's standard conditions of contract (see Appendix 2).

The details and timings of payments will be discussed with the selected Contractor and specified in the contract.

Intellectual Property Rights

All intellectual property rights in any information or material introduced by one party to the other party pursuant to the Contract shall remain the property of the party that owned such intellectual property rights prior to such introduction. Each party shall grant the other an exclusive license to use all such pre-existing information and materials supplied under the Contract, including any intellectual property rights in the same, in perpetuity.

The intellectual property rights (including copyright of the approved design) of the website, all work, documentation, data, and materials and of any copies thereof ("Materials") produced for the Authority pursuant to the contract will vest solely and exclusively in the Authority. The Contractor will be required to give appropriate warranties and title guarantee.

The website designer will be credited as author of the website design in a reasonably prominent position on the website.

Any copyrights attached to source data must be strictly adhered to. The Contractor shall maintain adequate security measures during the term of the contract to safeguard materials from unauthorised access use or copying, and shall notify the Authority immediately if the Contractor becomes aware of any unauthorised access to, use or copying of any materials by any person.

Clarification and Queries

For all queries relating to this project, contact
Jody Vallance, Communications and Engagement Officer, Moors for the Future Partnership, Peak District National Park Authority. Telephone 01629 816582 or email jody.vallance@peakdistrict.gov.uk



Appendix I

CONTRACT TERMS AND CONDITIONS

I. Performance of Contract

- a. The Consultant agrees that at all times it will carry out the Services and perform the Contract in compliance with the following conditions:
 - i. The Consultant shall perform his obligations and functions in compliance with these Conditions (and any authorised modifications) and carry out the Services in a manner consistent with the Contract Documents and to the entire satisfaction of the Authority and in any event with all the reasonable skill care and diligence that would be expected of a qualified competent and experienced person undertaking the Services.
 - ii. The Consultant shall notify the Authority as soon as practicable and in any event within 24 hours if the Consultant is unable to carry out any part of the Services or perform any of its obligations under the Contract.
 - iii. The Consultant shall be responsible for any loss or damage caused by the Consultant's negligence or lack of care.
 - iv. Any damage or loss which may occur during the Contract in relation any services or to any materials implements or property whatsoever of the Authority which may at any time for the purpose of the Services be in the custody or use of the Consultant or sub-Consultant which shall arise from theft, spoiling, decay, waste, wind, rain or fire shall immediately be made good by the Consultant at the Consultant's cost to the satisfaction of the Authority.

2. Signs

- a. The Consultant shall not affix or erect any signs, notices or advertisements without the prior written approval of the Authority

3. Employees

- a. The Consultant shall not engage, employ or cause to be employed in the supervision and performance of the Contract any person without the necessary qualifications, skill and experience to perform the duties that they are trained and employed to do.
- b. At the request of the Nominated Officer the Consultant shall remove or procure the removal within a reasonable period (or immediately if required) any person employed by the Consultant or sub-Consultant in or about the performance of the Contract or any part for any reason (provided the Authority shall not act vexatiously). The Authority shall within 3 working days provide to the Consultant written reasons for such request. Such persons shall not be again employed in the performance of Contract without the permission of the Nominated Officer.
- c. The Authority shall not in any circumstances be liable to the Consultant or any of its employees in relation to such action or removal and the Consultant shall fully and promptly indemnify the Authority in respect of any claims brought against it by any such employee.
- d. The Nominated Officer shall have the right at any time to interview any member of the Consultant's staff in connection with the performance of the Contract. The Nominated Officer shall also be entitled to request any information relating to the performance of the Contract. Any information so requested shall be supplied by the Consultant forthwith.
- e. The Consultant shall have regard to the Authority's health and safety policy and safe working practices when preparing its own statement.
- f. The Consultant shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any persons employed by the Consultant and shall fully indemnify and keep indemnified the Authority in respect of any liability of the Authority in respect thereof.

4. Vehicles and Equipment

- a. The Consultant shall at all times at its own cost provide in good and serviceable repair, such equipment, vehicles and materials as is necessary for the proper performance of the Contract and execution of the Services and shall at all times be fully responsible for licensing fees, taxes and insurances required in connection with such equipment.
- b. The Consultant shall notify the Authority of the equipment it is to use and obtain the Authority's approval to any change.



- c. Any damage arising from any breach of this **Clause 4** by the Consultant any sub-Consultant or their employees agents or invitees shall be immediately repaired or replaced at the Consultant's expense and to the satisfaction of the Authority.
5. **Environmental Provisions**
 - a. Any public complaints must be immediately reported to the Authority and the Consultant shall at its own cost promptly deal with any requests arising from such complaints.
 - b. The Consultant must comply with all relevant environmental legislation.
6. **Variation of Contract**
 - a. No variation of Contract shall be valid or have any effect unless it is agreed in writing and signed by the Authority. No other variations to the Contract shall be accepted or paid by the Authority.
7. **Payment**
 - a. On completion of the Contract pursuant to a Purchase Order form (and provided that the Consultant shall have performed his duties, obligations and functions under the Contract to the satisfaction of the Authority) the Consultant may submit to an invoice ('Invoice') for the sum due to him in respect of that Order.
 - b. Subject to **Clause 7(a)**, the invoice shall be paid within thirty (30) days of its receipt.
8. **Value Added Tax**
 - a. All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes.
9. **Assignment**
 - a. The Authority shall be entitled to assign or transfer the benefit of the Contract.
 - b. The Consultant shall not assign the Contract or any part or it or any benefit or interest within in (including subcontracting) without the written consent of the Authority. Such consent does not relieve the Consultant from liability or obligation under the Contract and it shall be responsible for the acts defaults omissions and neglects of any sub-Consultant, its agents, servants or workmen as fully as if they were acts defects or neglects of the Consultant and the Consultant shall indemnify and keep indemnified the Authority from and against any costs claims demands and liabilities howsoever arising out of or in respect of any breach by any sub-Consultant its agents servants or workmen.
10. **Health and Safety**
 - a. The Consultant will be required to comply with the Health and Safety at Work etc Act 1974 and all other regulations made under the Act and all other legislation and regulations relevant to the performance of the Contract.
11. **Agency**
 - a. The Consultant is not and shall not in any circumstance hold itself out as being the agent of the Authority.
12. **Liability of the Consultant**
 - a. The Consultant hereby indemnifies and shall keep indemnified the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non performance or breach of the Contract or any act neglect default or omission of any employee, agent, servant invitee or visitor of the Consultant or any sub-Consultant including, without limitation:
 - i. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;
 - ii. any and all proceedings, claims (including any claim for infringement of copyright), demands, penalties, statutory charges and fines;
 - iii. death, illness or injury to any third party or for any loss of or damage to any property belonging to the Authority or to any third party and against all losses, costs, expenses, liabilities, damages, claims, demands or causes of action resulting therefrom;
 - iv. any claim for professional liability in respect of any advice given under the terms of the contract.in each case to the extent arising out the Consultant's or any of its sub-Consultants' breach or failure in performance of the Consultant's obligations in the Contract whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or wilful misconduct of the Authority or its officers, agents or employees.
13. **Insurance**



- a. The Consultant shall at all times from and including the commencement of the Services maintain in force with reputable insurers or underwriters a policy of insurance to cover the liability of the Consultant in respect of
 - i. public and employers liability in the sum of at least £5,000,000 per individual claim, and
 - ii. professional negligence of at least £5,000,000 per individual claimand will provide satisfactory evidence of insurance against such claims to the Authority.
- b. The Consultant shall be liable for and indemnify the Authority against and insure and procure any sub-Consultant to insure against any expense, liability, loss, claim, action, or proceedings in respect of any damage whatsoever (whether directly or indirectly) to private property real or personal in so far as such damage arises out of or in the course of or by reason of carrying out the Contract and which is due to any negligence, omission or default of the Consultant or person for whom the sub-Consultant is responsible.
- c. The Consultant shall also maintain public liability insurance arising out of or in connection with any matter involving or relating to the Services.
- d. The Consultant shall, prior to the commencement of the Services supply the Authority with copies of all insurance policies, cover notes, premium receipts.
- e. In the event that the Consultant is in breach of this **Clause 13** the Authority shall be at liberty to obtain such insurance as is required at the cost of the Consultant (payable on demand).

14. Intellectual Property and Confidentiality

- a. The intellectual property rights (including copyright and design) of all work, documentation, data, and materials and of any copies thereof ("Materials") produced for the Authority pursuant to the contract by or on behalf of the Consultant will vest solely in the Authority. The Consultant shall not make or permit others to make any copies of materials without the Authority's consent, such consent not to be unreasonably withheld. Copyrights attached to the source data must be strictly adhered to. The Consultant shall maintain adequate security measures during the term of the contract to safeguard materials from unauthorised access use or copying, and shall notify the Authority immediately if the Consultant becomes aware of any unauthorised access to, use or copying of any materials by any person.
- b. Each party will procure that all information which may already have come into the ownership, possession or control of it or of a subsidiary prior to the execution of the Contract, or which may at any time after the date of Contract come into the ownership, possession, or control of either of them relating to the other party or its operation or management, or otherwise in connection with or in anticipation of the performance of the Contract or that the receiving party is notified is confidential (hereinafter referred to as "the Confidential Information"), shall strictly:-
 - i. not be used for any purpose other than the performance of the Contract;
 - ii. not to be disclosed during the continuance of the Contract to any third party including for the avoidance of doubt any company, organisation or individual whatsoever employed by the Consultant now or at any time in the future; and
 - iii. not after termination be used for any purpose whatever or disclosed to any third party.
- c. The party receiving the Confidential Information shall inform the disclosing party immediately if it comes to the notice of the receiving party that any Confidential Information has been improperly disclosed or misused.
- d. The above obligations shall cease to apply to any particular piece of Confidential Information once it becomes public knowledge other than through any act or default of the receiving party or any person acting or employed by them or acting on their behalf.
- e. Upon termination hereof, or at the request of the Authority the Consultant shall procure that all documents and other written material (including material on disks and tape) containing Confidential Information shall be returned (together with all copies thereof) to the disclosing Party.
- f. The Consultant will comply with the requirements of the Data Protection Act 1998 as both data processor and data controller, with any relevant ICO Guidance and with the Market Research Society Code of Conduct (if applicable).

15. Bribery and Corruption

- a. The Consultant warrants and undertakes to the Authority that:
 - i. it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Law");
 - ii. it has not and shall not give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
 - iii. it will comply with the Authority's anti-bribery policy as may be amended from time to time, a copy of which will be provided to Consultant on written request;



- iv. it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with this Agreement complies with this **Clause 15**;
 - v. it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this **Clause 15**;
 - vi. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
 - vii. from time to time, at the reasonable request of the Authority, it will confirm in writing that it has complied with its undertakings under this **Clause 16** and will provide any information reasonably requested by the Authority in support of such compliance;
 - viii. it shall notify the Authority as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.
- b. Breach of any undertakings in this clause shall be deemed to be a material breach of the Contract for the purposes of **Clause 16**.

16. Termination

- a. The Authority shall be entitled immediately upon the happening of any of the following events to terminate this Contract by the service of a notice (a "Termination Notice"), such events being:
 - i. The failure to perform the obligations under **Clause 1** of this Section;
 - ii. Any breach by the Consultant of any other provision of the Contract;
 - iii. The Consultant having failed to perform a material part of the Contract for a period of 5 consecutive days;
 - iv. The Consultant being treated as insolvent.
- b. A Termination Notice shall be in writing and may be given by the Authority.
- c. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract:
 - i. The Consultant shall immediately cease to perform of the Services;
 - ii. The Consultant shall fully and promptly indemnify the Authority in respect of:
 - a. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
 - b. the cost of completing the remainder of the Services.
 - iii. The Authority shall be under no obligation to make any further payments to the Consultant and shall be entitled to retain any payments which may have fallen due to the Consultant before termination until the Consultant has paid to the Authority all sums due under this Contract.
 - iv. All rights and obligations of the parties shall automatically terminate except for such rights of action as have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination, in particular but without prejudice to the generality of the foregoing, those relating to copyright, design and other intellectual property rights.

17. Notices

- a. Notices should be served upon the Authority for the attention of the Head of Law, Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE.

18. Arbitration

- a. All disputes under this Contract shall be settled by arbitration under the Arbitration Act 1996 (or any statutory modification or re-enactment thereof for the time being in force) by a single Arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Arbitrators.

19. Observation of Statutory Requirements

- a. The Consultant shall at all times observe and comply with all the relevant Acts of Parliament, regulations and codes of practice (the Statutory Requirements) relating to the performance of the Services including (but not limited to) compliance with any obligations that may be imposed upon the Authority resulting from the Services (where the same are within the power and control of the Consultant) and the Consultant shall indemnify the Authority accordingly.

20. Warranty

The Consultant and the Authority warrant their power to enter into this Contract and have obtained all necessary approvals to do so.

21. Equality

- a. As a local authority the PDNPA is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:



- i. Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
 - ii. Advance equality of opportunity between people who share a protected characteristic and those who do not;
 - iii. Foster good relations between people who share a protected characteristic and those who do not.
- b. The Authority's statutory responsibility is outlined in its Equality Policy (available on the Authority's website). Consultants are expected to work to the Authority's high standards of equality and inclusivity.

22. Freedom of Information and Transparency

- a. The Consultant acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and the Local Government Transparency Code 2014 ("the Transparency Code"). The Consultant shall assist and co-operate with the Authority as necessary to comply with these requirements and acknowledge that the Authority may be required to disclose information pursuant to the FOIA, the EIR or the Transparency Code. The Consultant shall provide all necessary assistance reasonably requested to enable the Authority to respond to a request for information within the time for compliance and permit the Authority to inspect such records as requested from time to time.
- b. The Consultant acknowledges that all payments over £250 are published in the public domain in accordance with guidelines issued by the Department of Communities and Local Government.

23. Rights and Duties Reserved

- a. For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Authority's rights or powers duties and obligations in the exercise of its functions as a local authority for the enforcement of or pursuance of any enactment by-law or regulation for the time being in force.

24. Conditions

- a. In the event of any contradiction between the conditions provided by the Consultant then these Conditions shall take precedence.