



BELFAST CITY COUNCIL
EXPRESSION OF INTEREST (EOI)

for

**Commissioning of an Artist for Public Art at
CS Lewis Square, Holywood Arches, Belfast.**

DOCUMENT 1 of 2 - Instructions to Tenderers

**EOI to be returned not later than
the identified time & date in the eSourcingNI 'Settings' section**



**Failure to submit the application in the format described
may lead to rejection of your application**

Belfast City Council is the Contracting Authority for this project.

This procurement process is being carried out by “electronic tendering” via the eSourcingNI portal at www.e-sourcingni.bravosolution.co.uk

The eSourcingNI portal is hosted by BravoSolution the managed service provider for the Council’s eTendering system. Should you have any queries, or if you are having any problems registering on the portal (<https://e-sourcingni.bravosolution.co.uk/>) or in making your submission, please contact the BravoSolution dedicated supplier helpdesk by telephoning 0800 368 4850 or emailing help@bravosolution.co.uk

‘Document 2 of 2 EOI Response’ must be completed as directed and compiled as requested, and returned via the eSourcingNI portal by **the identified time & date in the eSourcingNI ‘Settings’ section**. **Submission by any other means will not be accepted.**

Please **do not wait** until near the closing time on the day that your response is to be submitted as it will not be possible to submit a response after the deadline.

By issuing this Expression of Interest (EOI), Belfast City Council is in no way committed to select any applicants to proceed to tender stage or to make any award of contract.

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Public Art at the C.S.Lewis Civic Square



1 INTRODUCTION & CONTEXT

1.1 East Belfast

For 200 years East Belfast was a powerhouse of industry and export with the shipyard, rope works and various mills located here. East Belfast today hosts an internationally respected Science Park, the new Titanic Quarter development and some of the highest achieving schools in Northern Ireland.

East Belfast has a vibrant culture and people with a proud heritage and tradition, and has given the world such cherished figures such as C.S Lewis, George Best and Van Morrison. East Belfast, however, is also home to some of the most disadvantaged communities and individuals living with daily hardship borne of poverty, poor health, low educational attainment and the legacy of conflict in Northern Ireland.

1.2 Connswater Community Greenway Project

The Connswater Community Greenway will create a 9km linear park through East Belfast, following the course of the Connswater, Knock and Loop Rivers, connecting open and green spaces and reinvigorating the Connswater River itself. The Greenway will reconnect the communities of East Belfast and restore the rivers as community assets. It will create vibrant, attractive, safe and accessible parkland for leisure, recreation and community events and activities.

It will provide immediate benefit to the 40,000 people living in the wards adjacent to the river. Specifically, the Connswater Community Greenway will directly improve the living environment, reinstating a valuable amenity for local people and provide opportunities for improving health and well being.

The Project will act as a catalyst for physical and economic development and improve access and connections for local communities to open spaces. The total project cost is £32 million with funding of £23.5m from the Big Lottery Fund under their Living Landmarks Programme, £4.2m from Belfast City Council (BCC) and £3.2m from Department of Social Development (DSD). Further information can be obtained from the project website www.communitygreenway.co.uk

The project was developed by the East Belfast Partnership in affiliation with Belfast City Council, and the original 2010 Works contract was terminated by mutual agreement in 2012. At this time it was decided to proceed with the project in two phases. Phase 1 works are currently underway on site and due for completion in early 2014, with the phase 2 works due to commence in April 2014.

At completion BCC will own, manage and maintain the Greenway and associated public art.

1.3 Connswater Community Greenway Objectives

The key objectives identified for the Connswater Community Greenway are to:

- Improve the access, safety and quality of green and open space in East Belfast for the people of this community, improving the living environment for present and future generations.
- Reinvigorate the Connswater River and transform it into a community asset for East Belfast.
- Increase the pedestrian and cycle facilities and links in East Belfast and provide alternative and healthier transport options.
- Improve health and well-being through providing a better living environment and enhanced exercise and recreation opportunities, accessible by all.
- Provide vision, resources, hope and a sense of pride and identity for communities in East Belfast.
- Build and strengthen relationships between fragmented local communities.
- Develop connections and linkages between buildings, people and places in East Belfast.
- Provide space for walking trails, heritage trails and public art.
- An area in which wildlife can thrive.
- Realise the potential of the river as an educational asset for current and future generations.

1.4 Connswater Community Greenway Outcomes

The outcomes of developing the Connswater Community Greenway for the people of East Belfast will be:

- A stronger, safer community.
- An improved urban environment.
- Healthier and more active people and communities.
- Better life chances.
- Better access to training and development.

1.5 Who will benefit?

We are primarily improving the quality of life for the people of East Belfast now and for future generations.

These include:

- 40,000 residents who live in the wards bordering the Connswater River
- The pupils attending the 26 schools in the proximity of the river
- Visitors and tourists to East Belfast / Belfast
- Those who choose to work and invest in East Belfast
- Future generations in East Belfast.

2 PROCUREMENT PROCESS

This procurement process will proceed through two stages as summarised below.

Stage 1 – Expressions of Interest (Pre Qualification)

This is stage 1 where 'Expressions of Interest' are being sought from 'Artists' (or Consortium/ Joint Ventures) who will apply for the opportunity to be shortlisted to submit proposals for and tender the public art installation(s) at Holywood Arches.

During the Expression of Interest process artists will be short-listed on the basis of information provided in response to 'Document 2 EOI Response' and supporting information. EOI responses will be assessed against the Evaluation Criteria and Score noted at appendix A of this 'Document 1 Instructions To Respondents'.

Following assessment of EOI submissions it is intended a short-list of 7 Artists will be identified for progressing to the second 'Tender Submission' stage of the project.

Stage 2 – Tender Submission

At this second stage, the Council will make available a tender document and more detailed brief, against which the shortlisted 'Artists' will be asked to submit a maquette, accompanying designs and project plan, including, but not limited to, an outline budget, schedule of works and proposals for community engagement. The Council will reserve the right to ask the 'Artists' to make a presentation of their proposals at this stage and prior to award.

The fee payable to shortlisted 'Artists' for the maquette will be a single payment of £1,000.00 deemed to include all expenses, and payable on receipt of a complete tender submission.

3 ARTWORK REQUIREMENT

3.1 Goals and Aims

The Contracting Authority seeks to commission an Artist(s) to design, procure, fabricate, construct and install a high quality, permanent, innovative and original piece of physical public realm art within the civic square which will complement the design and context of the civic square space.

The commission will permit creative input of an artist to the public art piece in the civic square. Positive public perception of the wider greenway redevelopment and art installation will be encouraged with creative communication channels such as media campaigns and local activity.

The Connswater Community Greenway Team will oversee the community engagement and involvement that will create a sense of civic ownership and pride in the proposed public art.

3.2 Scope of Work

Artist(s) successfully shortlisted during this Expression of Interest exercise will be required at the next Tender Submission stage to submit their proposals for a piece of Public Art to a total value of £280k excluding VAT. All associated costs are to be included within the allocated budget.

Following stage 2 Tender Submission the selected artist will become the Contractor for the provision of the completed art installation in the civic square responsible for the design, procurement, fabrication, construction, installation, and community and stakeholder engagement.

It is essential that local communities are engaged in the final product through relevant activities e.g. workshops, community meetings etc. Artists will be asked to outline their methodology and programme of community and stakeholder engagement in their Tender Stage submission

The more detailed brief issued at stage 2 Tender Submission stage will fully describe the scope of works.

All costs are to be included within the allocated £280k budget.

4.0 ARTWORK LOCATION

4.1 Location

The civic square (at Hollywood Arches) is located adjacent to the Newtownards Road in East Belfast and will be the urban heart of the Connswater Community Greenway project. The civic square will be used for events and will also be used on a daily basis by people travelling the Greenway for business and leisure. The new Arches Health Centre also located here provides a wide range of services and as such generates high footfall adjacent to the square. The Hollywood Arches Library is also positioned on the square and has been included in the wider square design. The new greenway will also intersect with the popular Comber Greenway at this location.

The CCG redevelopment works at this site will include resurfacing, landscaping, planting, installation of lighting and street furniture. A performance space will be included in the civic square as well as interactive elements which are currently under design. A network of paths throughout the space will provide an interesting walking route for those utilising the square. An existing site plan and draft layout of the Civic Square are included at Appendix B. This is subject to amendment as the detailed design develops. It is envisaged the development of the square will facilitate the further economic development of small businesses such as coffee shops, tourist point etc in this location.

Given the importance of the new square at the heart of East Belfast, and at the busy junction of the Connswater and Comber greenways, the art installation must make a positive impression on visitors and locals alike.

4.2 History

In the past the Hollywood Arches was surrounded by industry. The Belfast Rope works was situated across the road from the square and was at one point the largest rope maker in the world.

The Connswater River runs through the square and although the river is now culverted it was in the past used to transport raw materials to the flax and linen mills upstream. The area is known as Hollywood Arches and was named after the two square steel arches that used to carry the County Down Railway across the junction of the Newtownards and Hollywood Roads. The arches were demolished in 1950.

Other notable industries in the surrounding areas were the Inglis Bakery, Connswater Distillery, Shorts Brothers (Bombardier) and Harland and Wolff Shipyard.

4.3 Civic Square Environment

The civic square is surrounded by the new Arches Health Centre and Hollywood Arches Library and the major arterial route of Newtownards Road. Derelict buildings currently dominate the corner of Connswater Street and Newtownards Road, with open space, community facilities and residential areas on the land opposite.

The main access to the civic square is located at Connswater Street, Manderson Street Walkway and Hollywood Road. The new proposals will create further entrances to the square area.

The library building faces onto the junction of Newtownards and Hollywood Roads and the area in front of the library is where the Ross Wilson, C.S Lewis 'The Searcher' statue is located.

5 ARCHITECTURAL DESIGN & ARTWORK THEME

5.1 Architectural Design

The art installation should enhance the local environment and act as a focal point for those living in the vicinity and for the thousands of people who will use the civic square and greenway route daily.

One of Belfast's most famous sons CS Lewis has been chosen as the main inspiration for the architectural design of the civic square and Public Art, focusing specifically on 'Narnia'. The civic square at Holywood Arches provides the ideal location to celebrate links between the local area and CS Lewis, as this stretch of the greenway lies closest to the area in which CS Lewis was born and there is growing public awareness of the link between the area and the Lewis family. 'The Searcher', a piece of sculpture by local artist Ross Wilson is already located in the civic space, adjacent to the library.

Within the architectural design it is intended to not only include links to CS Lewis/ Narnia, but to also include design elements that serve as reminders of the area's own history, for example the links with the "Arches", the Rope Works and the maritime history. Together, these form multiple themes that can be highlighted through the architectural design of the space and the elements to be included within it. Where possible design elements could cleverly serve multiple themes and reminders, achieving greater economy in the design.

The new civic square has great potential to become an attraction for visitors from home and abroad, and it is envisaged the new civic square would be a corner stone of the existing CS Lewis Tours.

It is intended the civic square created by the greenway works will become known as the CS Lewis square.

5.2 Artwork Theme

The new art installation presents the opportunity to skilfully use features proposed in the architectural design, to enable the story of Narnia and supporting themes to be told more fully and to attract visitors to the square specifically for that reason.

The Artists submissions at Stage 2 Tender Submission should be influenced by the architectural design, Narnia and supporting themes.

6 BUDGET

Shortlisted artists at Stage 1 will be required at the second Tender Submission stage to submit their proposals for the art installation up to the total value of £280k excluding VAT. All associated costs are to be included within the allocated budget.

Shortlisted artists will receive a development grant of £1000 to prepare their maquettes as part of their Stage 2 Tender Submission.

The fee payable to shortlisted 'Artists' for the maquette will be a single payment of £1,000.00 deemed to include all expenses, and payable on receipt of a complete Tender Submission.

7 PROGRAMME

It is intended the new art installation at the civic square at Holywood Arches will coincide with completion of construction works at this location; these works are currently scheduled for completion in December 2014, but completion may be subject to revision. The proposed schedule is outlined below.

Release EOI	September 2013
EOI Return	October 2013
Tender Release	November 2013
Tender Return	December 2013
Artwork Award	February 14
Artwork Design Complete	April 14
Artwork Fabrication	May through December 2014

See also Appendix C – Programme.

8 COPYRIGHT

The final design for the artwork will be subject to the approval of the Connswater Community Greenway Public Art Panel and the C.S. Lewis Company Ltd.

The artists' submissions including maquettes and any completed artwork(s) will be the property of BCC.

The Artist will retain the right to be acknowledged as the creator of the artwork(s), but grants Belfast City Council license to use the work in photographs, recordings, publications, films and broadcasts.

The Artist must not infringe on any copyright, patent, trademark or other registered design and shall indemnify Belfast City Council in this regard.

9 MORAL RIGHTS

The Artist asserts to Belfast City Council its assigns and successors in title his/her moral right to be identified in the event of any public exhibition of the Artwork (or if any copy of it made in pursuance of clause 9) in accordance with the Copyright, Designs and Patents Act 1988 Sections 77 and 78.

Instruction to Applicants

Belfast City Council, (“the Council” and “Contracting Authority”) invites applications from suitably qualified and experienced artists to be shortlisted for the opportunity to tender for the provision of Public Art Piece(s) at Holywood Arches in east Belfast.

1 Invitation to submit an Expression of Interest (EOI)

- 1.1 Belfast City Council (“the Council” and “Contracting Authority”) invites the submission of a completed **Expression of Interest (EOI)** for the provision of a public art installation.
- 1.2 The available budget of (£280,000.00) is to allow for all necessary design, procurement, fabrication, installation to foundations, the erection and all fixings within the foundation to secure the feature and all making good to the surrounding surfaces and works disturbed during installation or development of the works.
- 1.3 The artist shall be deemed to have satisfied itself before submitting their response as to the accuracy and sufficiency of the information contained therein.

2 Submission of Expression of Interest (EOI)

- 2.1 This procurement process is being carried out by “electronic tendering” via the eSourcingNI portal at www.e-sourcingni.bravosolution.co.uk
- 2.2 The eSourcingNI portal is hosted by BravoSolution, the managed service provider for the Council’s eTendering system. Should you have any queries, or if you are having any problems registering on the portal (<https://e-sourcingni.bravosolution.co.uk/>) or in making your submission, please contact the BravoSolution dedicated supplier helpdesk by telephoning 0800 368 4850 or emailing help@bravosolution.co.uk
- 2.3 ‘Document 2 of 2 EOI Response’ must be completed as directed and compiled as requested, and returned via the eSourcingNI portal. **Submission by any other means will not be accepted.**
- 2.4 The EOI may be uploaded at any time until the closing date and time specified within this document. EOIs may also be retracted and re-submitted at any time before the closing date and time. Belfast City Council will not have access to EOI responses until the closing deadline has passed.
- 2.5 The EOI responses must be submitted (“published”) on the eSourcingNI portal no later than the **identified time & date in the eSourcingNI ‘Settings’ section**. If you experience difficulties with the system, please contact BravoSolution (see 2.2 above). Please do not wait until near the closing time on the day that your tender is to be submitted as it will not be possible to submit a response after the deadline.
- 2.6 When uploading your EOI, please be aware of the speed of your internet connection, your system configuration and the volume of general web traffic that may impact on the time required to complete the transaction. Full uploading of tenders must be completed by the final submission date and time.
- 2.7 When submitting your response please ensure that:
 - You save each attachment once uploaded (a pop-up reminder will appear) - you may save your attachments individually or as a zip file.

- You have checked that your whole submission has been uploaded correctly, including attachments
- You have published your submission (click '*publish*' then '*confirm*') - the response status will change to '*response submitted to the buyer*'
- Any single file attachment you are uploading is not larger than 50Mb
- Where multiple file attachments are to be uploaded, you upload them in batches totalling less than 50Mb at a time

If you experience any difficulty with making your submission, please contact the BravoSolution helpdesk.

NB: Belfast City Council cannot accept responsibility for transmission delays.

2.8 EOIs must be in English and prices in sterling, exclusive of VAT.

2.9 Information submitted shall be checked for completeness and compliance with the instructions before evaluation.

3 Requests for clarification

3.1 All requests for clarification or further information in respect of this EOI, or any questions about the procurement, should be submitted electronically via the eSourcingNI portal for the attention of the Councils Project Management Unit. No approach of any kind in connection with this tender should be made to any other person within, or associated with the Council or the Connswater Community Greenway project or by any other means.

3.2 If the Council considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all parties who have responded or have expressed an interest, or those that show an interest before the submission return date and time.

3.4 Any such communication from applicants must be received no later than two days before the closing date and time. All communications shall be treated in confidence.

4 Evaluation Outcome

Both successful and unsuccessful applicants will be notified in writing by the Council.

5 Right to Issue Further Instructions

During the procurement period, the Council reserves the right to make changes to the EOI documentation and any such changes shall be accepted by the applicants and incorporated into the finalised submission.

6 Expenses and Losses

The Council shall not be responsible for, or pay for, any expenses or losses that may be incurred by any applicant in preparing their submissions or abiding by the conditions outlined herein.

7 Preparation of tender

It is the responsibility of applicants to obtain for themselves, at their own expense, any additional information necessary for the preparation of their submissions.

8 Confidentiality

All information supplied by the Council in connection with this EOI invitation shall be treated as confidential by applicants, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and tenders necessary for the preparation and submission of the EOI or by operation of law.

9 Ownership of EOI documents

The documents comprising this Expression of Interest are, and shall remain, the property of the Council.

10 Freedom of information

10.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), all information submitted to the Council may be disclosed in response to a request made pursuant to the FoIA.

10.2 In respect of any information submitted by an applicant that it considers to be commercially sensitive, the applicant should include the following information as an annex within the completed submission:

- Clearly identify such information as commercially sensitive
- Explain the potential implications of disclosure of such information
- Provide an estimate of the period of time during which the applicant believes that such information will remain commercially sensitive.

10.3 Where an Applicant identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality to the extent permitted by law. Applicants should note however that, even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance with the FoIA or other legal principle. Accordingly, the Council cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

11 Return of specified documents

Failure to return all specified documentation by the closing date, or such subsequent date as may be prescribed, or in the format specified may result in the submission not being considered.

12 Qualified submissions

No amendments to the EOI documents issued will be considered valid, except as shall be explicitly required or admitted (in writing) by the Council; qualification of submissions may result in rejection thereof.

13 Right to request additional information

The Council reserves the right to require any applicant to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this EOI. The Council may also seek independent financial and market advice to validate information declared, or to assist in the evaluation of the submission.

14 Evaluation Criteria

Evaluation criteria and scoring mechanisms are set out at Appendix A.

A shortlist of no more than seven applicants will be established from whom tenders will subsequently be invited.

15 Gifts and hospitality

In October 2006, in the interests of good governance, Belfast City Council consolidated policy and developed practical guidance for employees concerning the acceptance and provision of gifts and hospitality.

You should be aware that there are only limited circumstances when employees may accept gifts and hospitality.

Where you are in any doubt about offering gifts and hospitality to Council employees (or their partner or family members), you should seek advice from the Procurement Manager on (028) 9027 0269 or by email on cupplesv@belfastcity.gov.uk

16 Good relations

Applicants should be aware of the Council's Good Relations Strategy which outlines our commitment to Equality and Good Relations and our obligations under Section 75 of the Northern Ireland Act 1998.

A copy of the Good Relations Strategy is available on www.belfastcity.gov.uk/tenders

17 Environmental management

Applicants should be aware that the Council has produced a booklet entitled "Environmental Purchasing Policy, A Supplier's Perspective" which is available, with our other publications on www.belfastcity.gov.uk

Other publications include:

- Green success stories from Belfast;
- Selling to Belfast;
- Sustainable Development;
- Take the Green Route to Purchasing.

Hard copies are available on request.

18. Consortium

Where a Consortium of two or more parties is formed they shall designate a "Lead Artist" who will be their point of contact for the competition. The Lead Artist shall respond on behalf of the whole Consortium and this combined submission will be assessed and scored.

Consortium team members are likely to have knowledge of the price and other aspects of their tender that would cause it to have a conflict of interest and give rise to a risk of collusion if they also participate in another Team. If an artist is considering participating in this way, it shall advise the Council of this in advance and in any event, a minimum of 3 weeks prior to the EOI Submission date. The will need to demonstrate to the Councils satisfaction that there is no collusion or conflict of interest. The Contracting Authority reserves sole discretion to decide on whether an enterprise shall be permitted to participate in this manner.

Where two or more enterprises that are part of a larger business group or holding or are linked in some way wish to participate in different Teams, it is possible that a relationship of control may exist which could affect the independence and confidentiality of the EOI response. If enterprises which are linked in this way wish to participate in this competition, then they shall advise the Council of this as soon as possible, and in any event, a

minimum of 3 weeks prior to the EOI Submission date. They will need to demonstrate to the Councils satisfaction that the independence and confidentiality of their EOI has not been compromised, and that there is no collusion or conflict of interest. The Council reserves sole discretion to decide on whether an enterprise shall be permitted to participate in this manner. "

In all circumstances, the Lead Artist is responsible for managing the integrity of its team.

The Lead Artist must ensure that in structuring its Team it can:

fulfil its TENDER requirements

act independently of any other Team; and

submit A bona fide competitive Tender

APPENDIX A

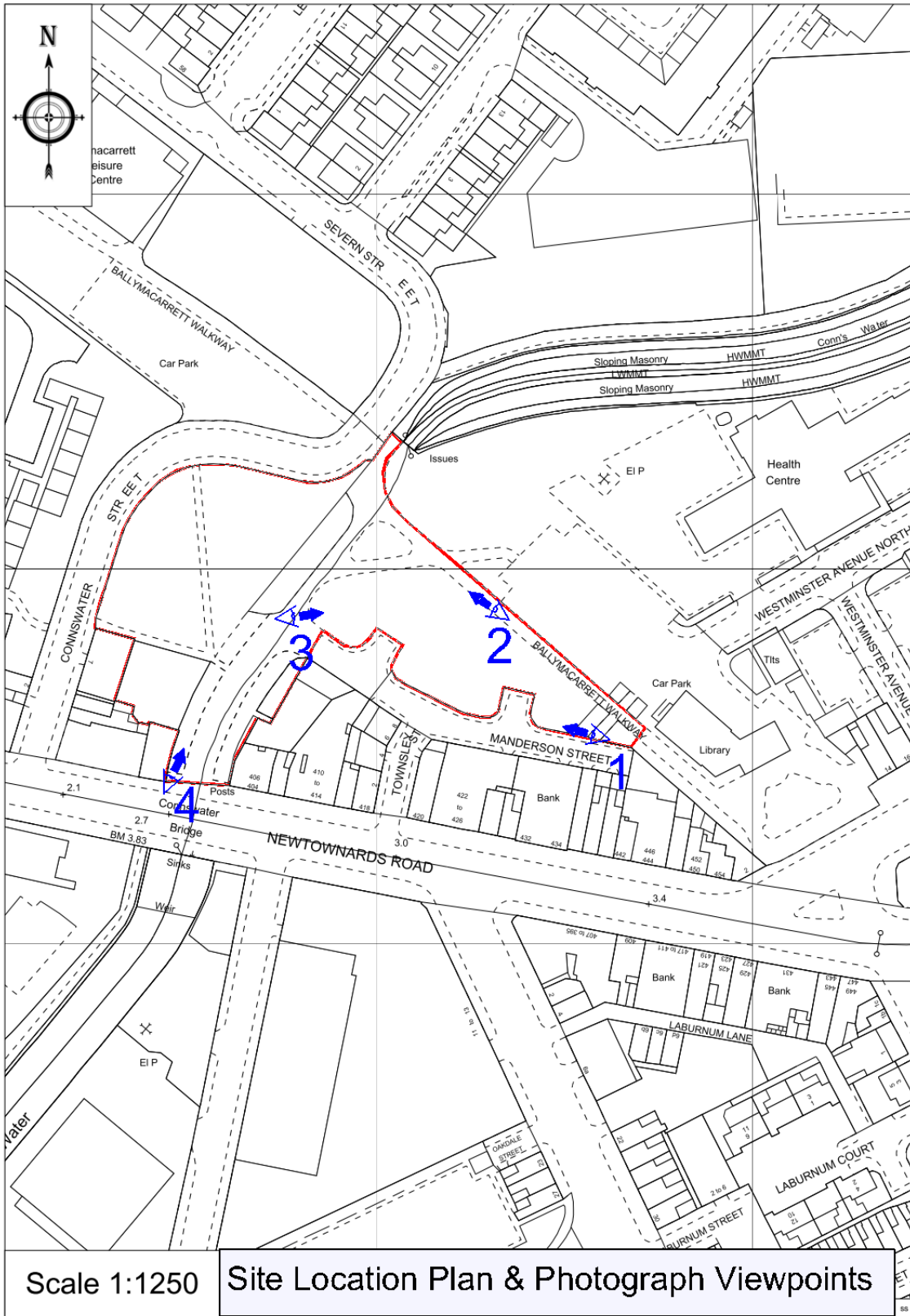
EVALUATION CRITERIA AND SCORES

Section	Weighting
Completion of ESourcingNI Qualification Envelope	
Qualification Envelope 1.3 Personal Details	Pass/ Fail
Qualification Envelope 1.4 Professional & Business Standing	Pass/ Fail
Qualification Envelope 1.5 Fair Employment	Pass/ Fail
Qualification Envelope 1.7 Certificate as to Canvassing	Pass/ Fail
Qualification Envelope 1.9 Insurance	Pass/ Fail
Qualification Envelope 1.10 Health & Safety	Pass/ Fail
Qualification Envelope 1.12 Artist Declaration	Pass/ Fail
Qualification Envelope 1.12 Artist Declaration	Pass/ Fail
Document 2 of 2 EOI Response - Section 1 Requirement Specific Questions	(100% Total)
1.1 Relevant Project Experience	70%
1.2 Community & Stakeholder Engagement	30%

APPENDIX B

SITE LOCATION PLAN &

DEVELOPING DESIGN





1



2



3



4

THE CONTENT IN THIS DRAWING IS THE PROPERTY OF EAST BELFAST PARTNERSHIP AND TRADE AGENCY. THE DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM, REPRODUCTION AS A THREE DIMENSIONAL ART FILE WITHOUT THE WRITTEN PERMISSION OF THE PARTIES MENTIONED

Notes



PROPOSED CIVIC SQUARE AT
HOLLYWOOD ARCHES
- SIAC PROPOSALS

ASSUMED LINE OF EXISTING NEWTOWARDS
ROAD CULVERT.
ALL FOUNDATIONS FOR PROPOSED PUBLIC ART
INSTALLATION SHOULD AVOID CULVERT

PRELIMINARY

NO.	DATE	DESCRIPTION	BY	CHECKED	SCALE

eastBELFAST PARTNERSHIP
 AGENCY
 A partnership between the Councils of East Belfast, Holywood and Rathfriland, and the Department of Culture, Arts and Leisure.

LOTTERY FUNDED
 Lottery Funded by the Department of Culture, Arts and Leisure.

CONNSWATER COMMUNITY GREENWAY
 EAST BELFAST FLOOD ALEVIATION SCHEME

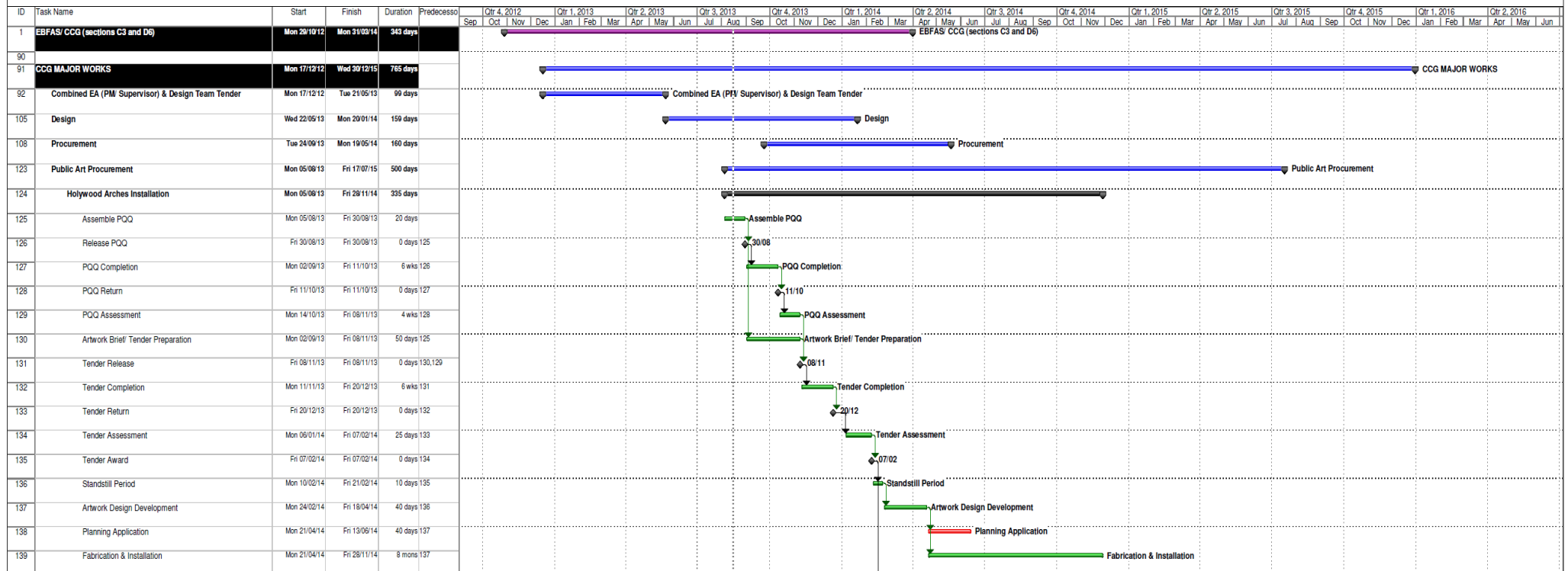
ASSUMED LINE OF
 NEWTOWARDS ROAD CULVERT
 - SIAC PROPOSALS



SCALE: 1:500 @ A3
 15/08/2018
 E:\1300-SK-083

APPENDIX C

PRELIMINARY PROGRAMME



Hollywood Arches Artwork Installation Programme; Extract 15th August 2013

APPENDIX D

FREEDOM OF INFORMATION ACT

EXCERPT FROM BELFAST CITY COUNCIL GENERAL TERMS AND CONDITIONS OF CONTRACT

FREEDOM OF INFORMATION

23. CONFIDENTIALITY

23.1 Each Party:

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

23.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Council under or in connection with the Contract:

- (a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;
- (b) is treated as confidential and not disclosed (without prior Council approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract;

23.3 The Contractor shall ensure that Staff or its professional advisors or consultants are aware of the Contractor's Confidentiality obligations under this Contract.

23.4 The Contractor shall not use any Confidential Information it receives from the Council otherwise than for the purposes of the Contract.

23.5 The provisions of Clauses 23.1 to 23.4 shall not apply to any Confidential Information received by one Party from the other:

- (a) which is or becomes public knowledge (otherwise than by breach of this Condition);
- (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) which is independently developed without access to the Confidential Information; or
- (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the Environmental Information Regulations pursuant to Condition 24.3 (Freedom of Information).

23.6 Nothing in this Condition shall prevent the Council:

- (a) disclosing any Confidential Information for the purpose of:
 - (i) the examination and certification of the Council's accounts; or
 - (ii) any examination pursuant to Section 6(1) of the National Audit Act 1983, or any other Statutory provision, of the economy, efficiency and effectiveness with which the Council has used its resources; or
- (b) disclosing any Confidential Information obtained from the Contractor:
 - (i) to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such

Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;

or

- (ii) to any person engaged in providing any services to the Council for any purpose relating to or ancillary to the Contract: provided that, in disclosing information under sub-paragraph (b), the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

23.7 Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

23.8 In the event that the Contractor fails to comply with this Condition 23, the Council reserves the right to terminate the Contract by notice in writing with immediate effect.

24. FREEDOM OF INFORMATION

24.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Council (at the Contractor's expense) to enable the Council to comply with these Information disclosure requirements.

24.2 The Contractor shall and shall procure that its sub-contractors shall:

- (a) transfer the Request for Information, as defined in the FOIA or the Environmental Information Regulations, to the Council as soon as practicable after receipt and in any event, within [two] Working Days of receiving a Request for Information;
- (b) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within [five] Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA [or regulation 5 of the Environmental Information Regulations].

24.3 The Council shall be responsible for determining at its absolute discretion whether the commercially Sensitive Information and/or any other information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
- (b) is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information, unless expressly authorised to do so by the Council;

- 24.4 The Contractor acknowledges that the Council may be obliged under the FOIA, or the Environmental Information Regulations, or any regulations or guidelines made thereunder, to disclose Information:
- (a) without consulting with the Contractor, or
 - (b) following consultation with the Contractor and having taken its views into account.
- 24.5 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 24.6 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information or Commercially Sensitive Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information or Commercially Sensitive Information in accordance with Clause 24.4.