

#### **Tender Documentation**

**Contract No.**

**IWM/DE/2014**

**Virtual Hall of Remembrance interactive**

## Tender Submission Return Date:

## 14.00 on 21 May 2018

## 1.0 Introduction

1.1 Imperial War Museums (IWM) is a global authority on conflict and its impact on people’s lives. We collect objects and stories that give an insight into people’s experiences of war, we preserve them for future generations, and we bring them to today’s audience in the most powerful way possible at our five branches (IWM London, IWM Duxford, IWM North, Churchill War Rooms and HMS *Belfast*) and across our digital channels. By giving a platform to these stories, we aim to help people understand why we go to war and the effect that conflict has on people’s lives.

1.2 IWM is a non–departmental public body (NDPB) overseen by a Board of Trustees and its Chairman. Its sponsor department is the Department for Culture, Media & Sport (DCMS). The museum’s records are public records.

1.3 Further information about IWM and all of our branches can be obtained from our website on [www.iwm.org.uk](http://www.iwm.org.uk).

1.4 IWM is an exempt charity under the terms of the Charities Act 1993 Schedule 2 (u) and (w). As such we do not have a Charity Registration Number.

3.0 **Project Summary**

3.1 **Background**

In September 2018, we’re marking the centenary of the end of the First World War with a series of exhibitions and events across our museums in London and Manchester.

As part of the public programme, we will be examining the story of the never-built Hall of Remembrance and how it plays into the early history of IWM.

The Imperial War Museum, established in 1917, was charged with collecting a wide variety of material documenting the war, including art. In addition to acquiring works produced under the Department of Information scheme, the museum commissioned its own artists.

In February 1918 the Department of Information became the Ministry of Information and established the British War Memorials Committee. This committee widened the scope of the war art scheme considerably by planning a Hall of Remembrance devoted to 'fighting subjects, home subjects and the war at sea and in the air'.

This was to be a record and a memorial to the Great War through paintings commissioned from the best and, on occasion, the most avant-garde British artists of the day, including Percy Wyndham Lewis, Stanley Spencer and John Singer Sargent. However, because of lack of funding after the war, the Hall of Remembrance was never built, and the collection of paintings was given to the Imperial War Museum, now IWM.

**The brief**

We are looking for to work with an agency to produce an interactive experience that will look at the history of the Hall of Remembrance and the collection of artwork now held by IWM.

1. **Aims**
* Raise awareness of IWM as an institution and our collection of artwork and how it relates to the First World War.
* Support digital activity around the anniversary.
* Host creative content, to provide background and interpretation for events, such as articles, film, audio etc.
1. **Requirements**

The interactive experience will be hosted at [www.iwm.org.uk](http://www.iwm.org.uk) and should be sensitive to the design and identity of the site.

The interactive should:

* Be tied closely to Hall of Remembrance as a concept and IWM as a historical site.
* Promote content around the Hall of Remembrance and art collection – including audio, video, text and photography.
* Incorporate the IWM visual identity.
* Integrate with our collections pages where possible, allowing users to find more content.
* Be image and media rich.
* Look towards a legacy on iwm.org.uk after the project ends
1. **Personality**

When discussing the brief for the interactive, the team thought that the interactive should be celebratory and engaging. If it was a person it might be Dan Snow or Simon Schama. The pages should bring alive the identity of the project, by communicating the importance of the anniversary.

1. **Examples**
* [NYC LGBT Map](http://www.nyclgbtsites.org/)  - Like the focus on surfacing many different sites and making discovery easy.
* [UN: Women’s Footprint in History](http://interactive.unwomen.org/multimedia/timeline/womensfootprintinhistory/en/index.html) - Like the site’s feel, strong messaging and creative treatment of a traditional timeline
* Limbo – Like the look, the movement through time and the focus on the experience through the minimal

5.0 **Budget**

The budget for this work is £20,000**.** Please outline how and where you would allocate this budget within your work so that we can see clear costings.

6.0 **Response to the Brief**

Please send a written response to the brief, outlining:

* the proposed project approach
* the allocation of the budget
* a proposed timetable
* identification of any support required from IWM
* examples of similar projects undertaken

7.0 **Selection process**

The responses will be evaluated against the following criteria:

1. The effectiveness of the project approach and methodology
2. The timescale proposed
3. The proposed allocation of the budget
4. Previous experience of similar projects

8.0 **Timescales**

The Project will need to launch on 21 September 2018 at the latest.

Responses to the brief required by 12 noon 21 May 2018.

Work to commence on 4 June 2018

## Appendix 1

## Confidentiality Agreement

|  |  |
| --- | --- |
| Contract No | IWM/DE/1792 |
| Contract Title:  | Partner Agency: Digital Transformation Strategy Implementation Plan |

1. In consideration of IWM supplying information relating to Partner Agency: Digital Transformation Strategy Implementation Plan (“**the Confidential Information**”) solely for the purpose of enabling us to develop a Contract (“**the Permitted Use**”), we hereby confirm to you that we will exercise all reasonable skill and care (without prejudice to any rights which we may have at law in connections with the Confidential Information) that we agree that:
	1. we will hold the Confidential Information at all times in strict confidence and under conditions of secrecy, and we will take all necessary steps to preserve confidentiality;
	2. we will disclose the Confidential Information only to our directors, officers and employees as is strictly necessary for evaluating the Confidential Information and we will procure that such persons are aware of and shall comply with the terms of this Confidentiality Agreement and we shall be responsible for any breaches by such persons;
	3. we will not use the Confidential Information for any purpose other than the Permitted Use;
	4. we may only disclose the Confidential Information, without prior consent, to any third party, to enable the facilitation of the scope of works of this Confidentiality Agreement (including for the purposes of consulting legal/insurance advisors);
	5. we shall not mix, add, merge, combine, store or amalgamate (including without limitation store on or add to hard or soft disk) any of the Confidential Information with any other information, material or intellectual property except for the Permitted Use. In the event of any mixture, merger, addition, combination, storage or amalgamation of the Confidential Information contrary to the terms of this Confidentiality Agreement, then the product of such process shall become your exclusive property;
	6. we will upon your oral or written request at any time return to you forthwith by such means as you may specify all Confidential Information supplied to us, all material prepared by us which uses or incorporates any of the Confidential Information, any material on which any such information is recorded or stored and all copies thereof and all such information on hard disk upon shall be irretrievably and permanently erased and any soft disk upon which such information is stored or recorded shall be delivered and become your property;
	7. we will not make any statement or announcement to any customers, representatives of the Press, competitors or any third parties about any arrangements contemplated between us without your prior written consent; and
	8. we confirm that the expression “Confidential Information” includes all such information (if any) relating to the idea described above as we may have disclosed to you already.
	9. in the case of any Personal Data supplied, we will additionally ensure that it is held in accordance with the terms of the Data Protection Act 1998.
2. Subject to paragraph 3 below, the above limitations on use and disclosures shall not apply to information which is known to us before receipt thereof from you (unless such information was then disclosed in confidence);
	1. is learned from a third party entitled to disclose it;
	2. becomes known publicly other than through disclosures by us;
	3. is authorised in writing by you to be released.
3. Nothing in this Confidentiality Agreement shall be constructed as a grant of rights to us in the confidential information nor as placing you under any obligations to grant us future rights in the Confidential Information in any subsequent agreement.
4. Our obligations under this Agreement shall survive any termination of any existing or future agreement between us whether or not that agreement relates in any way to the Confidential Information.
5. Without prejudice to any other rights or remedies that you may have, we acknowledge and agree that damages alone would not be an adequate remedy for any breach by us of the provisions of this Confidentiality Agreement and, accordingly, you shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions hereof by us.
6. Any notice or other communication under this Confidentiality Agreement shall (unless otherwise specified in this Confidentiality Agreement) be in writing and may be sent by post. A notice sent by post shall be deemed to have been delivered on the third day after posting and in proving service it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and posted.
7. In the event that it is determined in any legal proceedings before a competent tribunal, that any paragraph, or part of any paragraph of this Confidentiality Agreement is invalid, illegal, or unenforceable, such paragraph or part thereof shall be deemed to be severed from this Confidentiality Agreement and the remainder of this Confidentiality Agreement shall continue in full force and effect.
8. No failure or delay by either party in exercising any right, power or privilege available under this Confidentiality Agreement shall operate as a waiver thereof.
9. This Confidentiality Agreement is personal only to the parties to it, and shall be governed in all respects by the laws of England and may only be amended with the written consent of both parties and each party submits to the non-exclusive jurisdiction of the English courts

**Signed on behalf of (insert company name):**

|  |  |
| --- | --- |
| Signed by: |  |
| Print Name (in Block Capitals) |  |
| In capacity of: |  |
| Date |  |

**Appendix 2 – Terms & Conditions**

The following represent the terms and conditions that will apply to this Contract.

1.0 **Definitions**

1.1 In these terms "**the Contract**" means the agreement concluded between IWM and the Agency including all specifications, plans, drawings and other documents which are relevant to the Contract and also such of these terms as are included in these terms and conditions of the Contract.

1.2 The following provisions shall have effect with respect to the interpretation of the Contract except where the context otherwise requires:

* "**Contract fee**" means the fee exclusive of Value Added Tax, payable to the Agency by IWM;
* “**Deliverables**” refers to any materials produced as a result of this Contract;
* “**Force Majeure**” means any event or occurrence which is outside the control of the party concerned and which is not attributable to any act or failure to take preventive action by the party concerned, but shall not include industrial action occurring within the Agency’s organisation or within any sub-contractor’s organisation.
* "**Services**" mean all services which the Agency is required under the Contract to supply;
* "**Sub-contractor**" means any person, firm or company under contract to the Agency to perform work or provide professional services and/or supply goods and includes any other person or persons taken as a partner or director by such person, firm or company during the currency of the Contract and the surviving member or members of any such firm or company;
* “**Intellectual Property Rights**” means patents, Trade Marks, trade names, design rights, copyright (including rights in computer software and moral rights), performers’ rights, database rights, and other Intellectual Property Rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
* “**Background IPR**” means all Intellectual Property Rights excluding Foreground IPR, owned by either IWM or the Agency prior to their accession to this Contract, as well as any Intellectual Property Rights pertaining to such information, the application for which has been filed before their accession to this Contract, and which is needed for creating the Deliverables or for using Foreground IPR in accordance with this Contract.
* “**Foreground IPR**” means all Intellectual Property Rights in the Deliverables arising as a direct result of and in the performance of this Contract.
* “**Third Party IPR**”meansIntellectual Property Rights, not owned by the Parties subject to this Contract.

1.3 The headings to these terms shall not affect the interpretation thereof.

1.4 Any notice or other communication whatsoever which IWM are required or authorised by the Contract to give or make to the Agency shall be seen to be given if sent by post in a prepaid letter addressed to the last known address of the Agency and that the letter is not returned undelivered by the Royal Mail shall be deemed for the purposes of the Contract to have given or made at the time at which the letter would in the ordinary course of post be delivered.

1.5 The masculine includes the feminine, and the singular includes the plural and vice versa.

2.0 **Non-Disclosure**

2.1 Except with the consent in writing of IWM, the Agency shall not disclose the Contract or any provision thereof to any person other than a person employed by the Agency in the carrying out of the Contract or any other person concerned with the same. Such disclosure shall be made in confidence and extend so far as may be necessary for the purposes of the Contract.

2.2 Except with the consent in writing of IWM, the Agency shall not make use of the Contract or any information issued or furnished by or on behalf of IWM otherwise than for the purpose of the Contract.

3.0 **Intellectual Property Rights**

3.1 IWM retains the ownership rights in any specification, plans, drawings, or any other documents issued by or on behalf of IWM to the Agency, and IWM retains the ownership rights in any Deliverables arising from this Contract.

3.2 Each Party shall grant the other Party a non-exclusive royalty free worldwide licence to use any Background IPR within the context of creating the Deliverables and for granting any rights and permissions relating to the foreground IPR.

3.3 The Agency shall be credited in association with the Deliverables where reasonably practical.

3.4 The Agency warrants that all Intellectual Property Rights are owned by the Agency, or in the case of Third Party IPR are licensed to the Agency for use in the Deliverables, and that the Deliverables do not infringe the Intellectual Property Rights of any third party.

3.5 The Agency agrees that IWM shall have no liability and the Agency shall indemnify, defend and hold IWM harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs relating to any third-party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of IWM’s use of the Deliverables, provided that:

* the use of the Deliverables has been in full compliance with the terms and conditions of this Contract;
* IWM provides the Agency with prompt notice of any such claim or threat of claim;
* the Agency has sole and complete control over the defence or settlement of such claim.

4.0 **Anti-Bribery Act**

4.1 The Agency is aware of IWM’s obligation to comply with the anti-bribery rules relevant to the contracting parties, and represents that it will not use money or other consideration, paid by IWM for unlawful purposes, including purposes violating anti-bribery laws including the Bribery Act 2010, such as make or cause to be made direct or indirect payments to any public official in order to assist IWM or any group member organisation or anyone acting on their behalf in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

4.2 The Agency hereby declares that:

* its members, officers, owners or employees are not public officials;
* it does not and will not employ or otherwise compensate any public officials or make or cause another to make any direct or indirect offers of payments to any public officials, for the purpose of influencing or inducing any decision for the benefit of IWM and it will not employ any sub-contractor, consultant, agent or representative in connection with this Contract without a documented examination of his person, reputation and integrity, and;
* it will not employ any sub-contractor, consultant, agent or representative who does not comply with the anti-corruption rules and if such a violation comes to its attention to inform IWM immediately.

4.3 IWM will immediately terminate this Contract if the Agency violates any of the anti-corruption laws and the provisions as defined in this clause.

4.4 The Agency agrees to comply fully with all applicable anti-bribery laws, including those in the jurisdiction where they are registered and the jurisdiction where the relevant contract will be performed (if different), and to comply with IWM’s Anti-Bribery Policy.

4.5 The Agency represents that:

* he or she or, as the case may be, the authorised representatives of the Agency presently is/are not, and during the life of the Contract will not become, an official or employee of the relevant country’s government or of a political party in the country;
* he/she/they will disclose any such appointment immediately to IWM, and;
* such appointment may result in the termination of the Contract.

4.6 The Agency agrees to keep accurate books, accounts, records and invoices and agrees that IWM is entitled, with the help of outside auditors if it deems necessary, to audit all books, accounts, records and invoices and accompanying documentation of the Agency for compliance with any applicable anti-bribery laws and that the Agency will cooperate fully in any such audit.

4.7 The Agency’s failure to comply with all applicable anti-bribery laws or IWM’s Anti-bribery Policy will be deemed to be a material breach of the Contract entitling IWM to terminate the Contract. In the event the Agency will surrender any claim for payment under the Contract including payment for savvies previously performed.

4.9 IWM may also terminate the Contract or suspend or withhold payment if it has a good faith belief that the Agency has violated, intends to violate, or has caused a violation of any anti-bribery laws. IWM will not be liable for any claims, losses or damages arising from or related to failure by the Agency of the Contract under this clause, and the Agency will indemnify and hold IWM harmless against any such claims, losses or damages.

5.0 **Break**

5.1 If either Party is in breach of its obligations and/or the terms of this Contract which is capable of remedy, the Party suffering the breach may at any time give the Party in breach written notice specifying details of the breach and requiring it to be remedied, or a solution to remedy to be submitted to them within 5 working days of their notification of the breach. If after the specified time given, the breach has not been remedied, or a solution to remedy has not been agreed, this Contract may be terminated by the Party suffering the breach, on giving not less than **one week’s notice** in writing to the other Party.

5.2 Upon the end or early termination of this Contract, the Intellectual Property Rights clause, clause 3, survives the termination of the Contract.

6.0 **Agency's Organisation**

 The Agency shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the specification.

7.0 **Contract Documents**

7.1 In any case of discrepancy between these terms and other documents forming part of the Contract, these terms shall prevail unless the inconsistent provision of such document is expressed to be, or if the context indicates it to be, an amendment of these terms and the same, shall have been effected in accordance with clause 7.2.

7.2 Any variation of any provision of this Contract must be effected in writing between the Parties, and no purported variation by any other means shall bind the Parties.

8.0 **Freedom of Information Act 2000**

8.1 IWM is subject to the provisions of the Freedom of Information Act 2000 (“**FoIA**”). FoIA obliges IWM to release certain information to third parties upon written request, unless subject to one of the exemptions under FoIA.

8.2 The Parties agree that all information pertaining to the Contract shall be released to third parties upon request.

8.3 Under the terms of FoIA IWM may be ordered by the Information Commissioner to release information to a third party.

##### 9.0 **General Clauses**

9.1 IWM shall pay to the Agency, in addition to the Contract Fee, a sum equal to the Value Added Tax chargeable on the value of the supply of services provided in accordance with the Contract.

9.2 The Agency shall not give, bargain, sell, assign, sub-let, sub-contract or otherwise dispose of the Contract or any part thereof of the benefit or advantage of the Contract or any part thereof without the prior written consent of IWM.

9.3 The Contract shall be considered as a Contract made in England and subject to the law of England.

9.4 All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of IWM is under the Contract to be final and conclusive and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to the arbitration of 2 persons, one to be appointed by IWM and one by the Agency, or their Umpire, in accordance with the provisions of the Arbitration Acts 1950, 1975 and 1979, or any statutory modification or re-enactment thereof for the time being in force.

9.5 In the event that a different organisation is required to take on the Contract due to the early termination of the Contract, the Agency shall co-operate in the transfer under arrangements to be notified to him by IWM.

 The transfer shall be arranged between IWM and the Agency so as to reduce to a minimum any interruption to the Services

9.6 No whole or partial waiver of any breach of this Contract shall be held to be a waiver of any other or any subsequent breach. The whole or partial failure of either party to enforce at any time the provisions within this Contract shall no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part of it, or the right of either party to enforce subsequently each and every provision.

9.7 Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under the Contract which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.

 If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates that the failure or delay will continue.

 Any failure or delay by the Agency in performing his obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to the Agency by Force Majeure.

9.8 If any part of this Contract, is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Contract, which will continue to be valid and enforceable to the fullest extent permitted by law. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall promptly commence good faith negotiations to remedy such invalidity.

9.9 Neither Party may assign any rights under this Contract without the written consent of the other Party, which is not be unreasonably withheld, and any attempt to do without that consent shall be void.

9.10 This Contract is the complete and exclusive statement of the Contract between the Parties relating to the subject matter of this Contract which supersedes all previous communications, contracts and other arrangements, written or oral.

 The Parties hereto are independent organisations, and nothing herein contained shall constitute to create a partnership, agency or joint venture between the Parties.