

Key Service Objective

On behalf of the East Dartmoor Landscape Recovery Area Project Steering Group, Devon Wildlife Trust is seeking an artist to deliver artwork representative of the projects' potential impacts on the landscape, ecosystems, and species recovery.

For this project to succeed, it must encapsulate the vision for the East Dartmoor LRA and transform it into a cohesive set of artworks that effectively convey the project's impacts to a diverse group of stakeholders.

Required Outputs and Activities

We require a series of three digital artworks which will capture the project's vision for the landscapes of East Dartmoor.

Artwork 1 will show the East Dartmoor landscapes as it is today.

Artwork 2 will show the same landscapes in 20 years' time.

Artwork 3 will show the same landscapes in 50 years' time.

For details, please see section 2. of the Invitation to tender document.

Service Quality Expectations

DWT expects clearly defined timelines to be drawn up in the tender stage, followed by effective and punctual delivery as standard.

DWT expects the chosen artist to demonstrate excellence in digital artwork production and a demonstrable track record of working with clients such as ourselves.

The successful tender will demonstrate the ability to interpret the brief and lead project management towards a successful outcome.

References may be sought. Failure to deliver on the expected and agreed standards, competence and time frame may be seen as a breach of contract.

Equipment and Materials

We expect that the successful artist will work from their own premises. We envisage regular catchup meetings, either in Exeter or through teleconferencing, in which drafts for various parts of the



deliverable can be discussed and honed. DWT expects the artist to provide all their own equipment.

Schedule for monitoring and evaluation

The artist will draw up a delivery timetable as part of the project's planning. This timetable should detail the key delivery milestones, with an indication of duration and completion date for each.

DWT expects the contractor to have regular meetings with the Deliverable Project Manager to report on progress and discuss tasks ahead of time (frequency to be determined in conjunction with the successful contractor).

Insurance and Legal Cover

Devon Wildlife Trust requires you to hold a minimum level of £1m Public Liability Insurance and £500,000 Professional Indemnity Insurance. This will likely include employers, public liability insurance, and professional indemnity insurance. Copies of insurance policy certificates may be requested before formal engagement.

Key Policies and Guidance to be Adhered to

DWT expects the artist to design and deliver this project to a standard that upholds and supports the following policies:

- DWT Equality, Diversity and Inclusion Policy
- DWT Environmental Policy
- DWT Health & Safety Policy
- DWT Data Protection (and associated) Policy
- DWT Safeguarding Policy

The artist is also expected to conduct themselves at all times in a manner that upholds these policies.

Full copies of these policies will be made available on award of contract.

Health and Safety Expectations

Whilst this project is deemed as a low Health & Safety risk, the artist is expected to adhere to DWT's Health & Safety expectations at all times. These are set out in the Health & Safety Policy. Where any safety concerns arise, the artist must communicate these immediately to DWT's Facilities Manager. The artist is not expected to work with children or vulnerable adults at any time.



Confidentiality, Intellectual property Data Protection Measures and Copyright

Ownership: Upon full payment, DWT will own all intellectual property rights to the artwork, including copyright.

Usage Rights: DWT will be able to use, reproduce, modify, distribute, display, and create derivative works of the artwork in any medium or format. Art and information provided by the artist will be freely shared so that other organisations can learn from, adapt, and adopt our approaches.

Artist Credit: Where feasible, the artist will be credited as the creator, although they waive all moral rights to the artwork.

Warranties: The artist guarantees that the artwork is original and does not infringe on any thirdparty rights.

In the design and implementation of this project, the artist is expected to encounter data and information that could be deemed as private or commercially sensitive. The artist will be expected to sign and adhere to a confidentiality agreement throughout the course of this project and beyond. If required, a data-sharing agreement will be signed between the project lead (DWT) and contractor, which will ensure all data is managed in an exemplary manner adhering to Data Protection law and best practice.

"Confidential Information" means information relating to either party's business, finances, commercial activities, products, clients, or affairs confidential to it (or them) or treated by it (or them) as such, and trade secrets relating to either party's business or any of its clients, students, suppliers, members, customers, donors, sponsors, volunteers, Trustees or Directors. Confidential information includes (by way of example only and without limitation) technical data, know-how financial information, financial forecasts, marketing strategies, passwords, and security information.

Both parties shall keep in confidence and not disclose any Confidential Information whatsoever: not in the public domain; obtained under this Contract, relating to this Contract or in participation of this Contract, and shall not use or divulge such information to any other person (other than in confidential disclosure for the purposes of this Contract), without the written consent of the other party, unless it is required to be disclosed by a Court or other competent authority.

The Artist shall comply with all relevant provisions of the General Data Protection Regulations (GDPR) and do nothing which causes or may cause, the Client to be in breach of its obligations under the GDPR. If personal information is required to be processed or shared, separate contracts will be formally agreed in advance.

Key Contacts

All communications should be addressed to the Stakeholder Engagement Plan Project Manager – Clemence Viel <u>cviel@devonwildlifetrust.org</u>.