

Creative Scotland

Digital R&D Commissioning Round 2022

Terms & Conditions

These Terms and Conditions (“**the Terms and Conditions**”), cover any application to the Creative Scotland Digital R&D Commissioning Round 2021 (“**the Commissioning Round**”), managed by The Space Community Interest Company (“**The Space**”) on behalf of Creative Scotland. By applying, you agree to comply with these Terms and Conditions.

1. Applicants must be an artist/creative practitioner resident in Scotland or an arts or creative industry organisation, with a registered office in Scotland. Organisations can include community organisations and local authorities, where the project has a cultural focus.
2. Only one application can be submitted by each applicant or organisation.
3. The person who submits your application is responsible for compliance with the Terms and Conditions by anyone participating in your application or project.
4. The person who submits your application must be aged 18 or above on the date of the submission deadline. Proof of age and identity may be requested.
5. Nobody involved in your application can be employed by The Space or Creative Scotland or be related to someone who is.
6. The deadline for applications is **midday, Tuesday 18 January 2022**. We will not accept late applications. We are not responsible for applications that are lost, damaged or late due to computer, network or telecommunications failure.
7. We will acknowledge your application when we receive it with an email. Your application will then be assessed using the criteria and process set out in the Guidance for Applicants.
8. The decision of The Space and Creative Scotland about the eligibility of applications, those shortlisted and those selected to be contracted is final. We will not enter into correspondence about applications that are not selected.
9. By submitting your application, you confirm that:
 - All information submitted by you is true, accurate and complete
 - You can provide written confirmation from the relevant organisation(s) before your application is approved that any partnerships or sources of finance referenced in your application are as you have indicated
 - You can provide fully cleared material for online publication – that is, that all the contributors, performances, artworks, written works and music, or any other material protected by copyright that is included in your work can be licensed for non-commercial, online publication on a non-exclusive basis

- Except where you have cleared the rights to incorporate and publish third party materials in your work, your planned digital work will be an original creation by your organisation and/or the other individuals/organisations referenced in your application; that the work is not copied from anyone else and that its publication online will not infringe any intellectual property or other third-party rights or breach any contractual obligations
10. If we choose to shortlist your project or invest in its development or proceed to a full commission, you will permit The Space and Creative Scotland to conduct background checks to verify any of the information you have supplied. You agree to provide us with any assistance or further information necessary to do this.
11. The Space will only use the information that you provide, including your personal data (“**the Provided Information**”), for the following purposes (“**the Purposes**”):
- Administering the Commissioning Round
 - Understanding the diversity of applicants
 - Selecting and contracting successful applicants
 - Evaluating the success of commissioned projects
 - Evaluating The Space’s performance in managing the programme
 - Evaluating the overall performance of the Creative Digital Initiative of which this programme is part

You agree that we may share the Provided Information with Creative Scotland, the appointed evaluation partner for the Creative Digital Initiative and our contracted freelance associates subject to appropriate confidentiality agreements and only to the extent necessary to enable the achievement of the Purposes. Please see our website [Privacy Policy](#) for further information on our management of personal data.

12. If you are successful with your application, you will be required to sign a copy of The Space’s Commissioning Agreement. Amongst other terms, this will include obligations for you to:
- Secure rights to publish and distribute your work online
 - Participate in any agreed audience development activities to encourage engagement with your work
 - Provide to The Space reports to include audience metrics and other data to evaluate the performance of your work
 - Participate in the creation of case studies and any reasonable evaluation requirements relevant to your work that are required by The Space and/or the appointed evaluation partner for the Creative Digital Initiative
13. You agree to keep all information relating to your application and the selection process confidential. You will not make any public statement about your application or the selection process without getting our approval beforehand in writing.

14. We are not liable for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses resulting from your application.
15. Apart from the agreed budget for commissioned works, The Space and Creative Scotland are not liable for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses resulting from the participation of selected applicants in the Commissioning Round or from actions taken as a result of advice received whilst participating in the Commissioning Round.
16. Your participation in the application process does not constitute an agreement with The Space to commission or publish your work.
17. The Space or Creative Scotland reserves the right to cancel or vary the Commissioning Round or to vary these terms and conditions at any time at its sole discretion. In this event, a notice will be posted on: <http://www.thespace.org> and The Space and Creative Scotland shall have no liability to you or anyone else in this event.
18. If any successful application is withdrawn, we may select a replacement, but we will not be obliged to do so.

Last updated: 15 November 2021