

Gillian Robinson <GM.Robinson@ulst.ac.uk> on 02/21/2001 04:56:57 PM

To: stephen.donnelly@ofmdfmni.gov.uk
cc: vincent.gribben@ofmdfmni.gov.uk, cheyanne@incore.ulst.ac.uk, cathy@incore.ulst.ac.uk

Subject: proposals

Dear Stephen

I am attaching the final two proposals. I hope these arrive safely. If you have any queries please contact me. I will put hard copies in the post.

Best wishes
Gillian

- cruethnic1.doc

- cruweb2.doc

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URL: www.ark.ac.uk

for Joanne

*date for
DU meetings*

	<p>Proposal to provide Website Consultancy and Training to Equality Unit</p>
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21 February 2001

ARK (www.ark.ac.uk) provides a web based resource to facilitate easy access to a range of social and political material relevant to Northern Ireland. It originally contained three component parts: the CAIN website; the Northern Ireland Life and Times website and a new Online Research Bank. It has recently developed a new resource the Survey Results Service and has initiated plans to make other NI social datasets available on line.

The CAIN project manager, Dr. Martin Melaugh, was commissioned by CCRU in 1998 to develop a web presence for CCRU reports and other materials, and this is currently hosted at <http://www.ccruni.gov.uk>. The site has not been added to in some time and we are aware that some other CCRU material is available on other websites. At the time of the original proposal there were three main options proposed for the future development of the CCRU Internet site. These were:

1. The CCRU could ask for the transfer of the contents of the site to another server.
2. The CAIN project manager could provide training and access for CCRU staff to take over maintenance and development of the site on the CAIN server.
3. The CCRU could provide part funding of a CAIN post to maintain and develop the site.

There have been a number of important changes to the CAIN project since the original proposal (notably the loss of the CAIN research assistant) however these options would form the basis for part of the discussions suggested in this proposal.

Within the University of Ulster ARK is based within INCORE (www.incure.ulst.ac.uk) which among its many activities hosts an international web based Conflict Data Service.

This proposal will allow for two researchers from the Equality Unit to spend two and a half days at ARK/INCORE, University of Ulster, Magee Campus, Derry. The following programme of work is proposed:

Day 1:

Morning:

Arrival at INCORE, meeting with ARK UU team (Martin Melaugh, CAIN Project Manager, Gillian Robinson, Ark Director and Mike McCool, computing officer, ARK/INCORE), to agree workplan and establish the depth of existing web knowledge and special areas of interest.

Detailed work with Martin Melaugh on content and design of CAIN website. Particular issues CAIN has had to address with regard to the volume and quality of its content.

Afternoon:

Continued work with Martin Melaugh focussing on CCRU materials and how the info made available via CAIN might be incorporated or linked into the new proposed Equality Unit website. Possible involvement of Mike McCool in the later stages of this discussion re transfer of content with special regard to software and hardware issues.

Day 2:

Morning:

Continued discussion with Martin Melaugh (and Mike McCool) on above.

Afternoon:

Meeting with Gillian Robinson on overall ARK development and detail on Life and Times and the Online Research Bank.


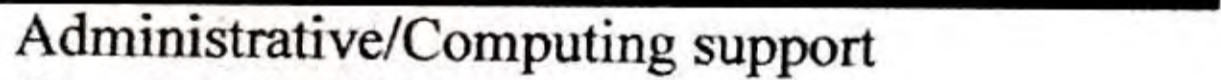
Day 3:

Morning:

Conclude meetings with ARK team and move to meet with Liam O'Hagan, Research Officer responsible for INCORE CDS. This discussion will cover issues such as links at international level, a familiarisation with the INCORE website content noting especially the Country Guides and the Ethnic Conflict Research Digest which is an on-line publication. Mike McCool may also be involved in part of the discussions.

It should be noted that this proposal is only for advice/discussion on the issues raised above. Actual transfer of content from one site to another, should it be agreed, would involve further work, the exact amount being currently unknown. A separate proposal will be developed to do this should it be required.

BUDGET

	£
Salary costs –	
	302
	150
Administrative/Computing support	150
Overheads (40% staff costs)	400
TOTAL	£1402

Gillian Robinson – ARK Director
Martin Melaugh – CAIN Project Manager
21/2/01

2 AUTHORIZED BY RESEARCH GRANT CONTRACT

This agreement is made on between

**The Office of the First Minister and Deputy First Minister
(The OFMDFM)**

**Equality Unit Research Branch
Block E.17, Castle Buildings,
Stormont Estate,
Belfast BT4 3SG**

and

**INCORE / ARK
University of Ulster
Magee Campus
Derry**

The parties agree as follows:

1 INTERPRETATION

In this agreement the following words shall have the following meanings:

- (a) OFMDFM: The Office of the First Minister and Deputy First Minister
Community Relations Unit (CRU)
- (b) Contractor: Social and Political Archive Northern Ireland

Project: The provision of funding for the study entitled:

Provision of Website Consultancy and Training to the Equality Unit

2 AUTHORISED OFFICERS

- 2.1 The authorised officers of the OFMDFM for the purpose of the contract are: Dr. Stephen Donnelly, Dr Joanne Doyle
- 2.2 The authorised officers of the contractor for the purpose of the contract are: Gillian Robinson, Martin Melaugh
- 2.3 Any notice concerning the contract shall be valid only if made in writing by an authorised officer.

3. PERIOD OF FUNDING

- 3.1 Government funding will be for a period of 3 days and will commence in March 2001.

4. REQUIREMENTS

The funding must be used to meet the direct costs of the study as outlined in the attached research proposal, which forms part of the contract. Specifically the funding must be used to provide website consultancy and training to the Equality Unit.

5. MANAGEMENT ROLE

- 5.1 Representatives of the contractor:
Gillian Robinson, Martin Melaugh
and
representatives of the OFMDFM:
Dr Joanne Doyle /Dr. Stephen Donnelly
will be appointed as the Project Steering Group.
- 5.2 The role and responsibility of the Project Steering Group will be to offer advice and guidance in order to aid the

successful completion of the project in accordance with the specifications in the research proposal, within the agreed time and cost parameters.

6. OBLIGATIONS OF THE CONTRACTOR

The contractor warrants and represents that all staff assigned to the performance of the Project shall possess such skill and experience as is necessary for the proper performance of the Project.

7. STATUTORY AND OTHER REGULATIONS

7.1 The contractor shall be deemed to have acquainted himself with any and all Acts of Parliament, Statutory Regulations, or other such laws, recommendations, guidance or practices as may affect the personnel engaged in the project as specified in paragraph 6.

7.2 The contractor shall comply with all his statutory obligations as further described in clause 8.3 to ensure equality of opportunity regardless of sex, marital status, religious belief, political opinion or disability.

7.3 The contractor shall comply with the Fair Employment (Northern Ireland) Act 1976 and 1989, the Sex Discrimination (Northern Ireland) Order 1976 and the Equal Pay Act (Northern Ireland) 1970, and shall endeavour to ensure that in employment policies and in the delivery of the services required of the Contractor under this agreement there shall be no unjustifiable inequality of treatment of:

people of different religious beliefs or political opinions,
men or women or married or unmarried people,
people with or without dependants (including women who are pregnant or on maternity leave),
people of different ethnic groups,
people with or without a disability,
people of different ages,
or
people of differing sexual orientation

7.3.1 In this context the Government Purchasing Agency recommends to the contractor the government's guidelines on Policy Appraisal and Fair Treatment which is available on request.

7.4 The contractor shall be deemed to have acquainted himself with the British/European Standards Codes of Practices as may be relevant to this contract.

8. TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT (TUPE)

The OFMDFM will accept no responsibility for any obligation which may accrue under the TUPE Regulations.

9. FUNDING COSTS

The contribution by the OFMDFM to the Contractor will be for costs up to £1402.00 during the period of the contract. Payment will be in arrears as specified in paragraph 11.

10. PAYMENTS

10.1 The contractor will issue to the OFMDFM on 6th March 2001 a valid invoice for an amount not exceeding £1402.00.

Any delay in issuing this invoice may result in the OFMDFM declining its payment.

10.2 The invoice will be accompanied by a breakdown of the actual expenditure incurred, detailing total expenses and salary costs and including receipts and indicating as necessary the justification of the expenditure.

10.3 In the event that the total spend is less than the grant specified in paragraph 10, the final payment installment will reflect the actual expenditure. If payment exceeding costs incurred has been issued, the contractor will return the excess to the OFMDFM.

10.4 Expenditure exceeding the grant specified in paragraph 9 will not be funded, unless agreed beforehand in a separate contract between the Contractor and the OFMDFM.

10.5 Payment will be made within thirty (30) days of receipt by the Department of an invoice which in the opinion of an authorised officer (OFMDFM) will be valid. Payment will be in £ Sterling.

10.7 Invoices should be forwarded to Joanne Doyle at the following address:

Equality Unit Research Branch
Block E, Castle Buildings
Stormont Estate
Belfast BT4 3SG

11. INDEMNITY

11.1 Without prejudice to its liability for breach of any of its obligations under the contract, the contractor shall be liable for and shall indemnify the OFMDFM and its staff against any liability, loss, claim of proceedings whatsoever arising under any statute or at any common law in respect of:

any loss of or damage to property (whether real or personal)

any injury to any person, including injury resulting in death, arising out of, or in the course of, or in connection with the contractor's work except insofar as such damage or injury shall be due to any act or neglect of the Department and its staff.

any injury to any person, including injury resulting in death in consequence of or in any way arising out of or caused by the performance of this contract.

11.2 The contractor shall not however be liable under clause 12.1 insofar as such loss, damage or injury shall have been caused by negligence on the part of the OFMDFM, its servants or its agents.

12. VARIATIONS

Any variations to this contract are only permitted with written instructions from the authorised officers.

13. TERMINATION

The OFMDFM reserves the right to serve a notice in writing upon the contractor specifying any breach of

conditions laid down in this agreement. If the breach is not remedied within the time specified in the notice, the Department may immediately terminate the agreement without liability for any damage, loss or expenses arising as a result of or in connection with such a termination.

14. ARBITRATION

14.1 All disputes, differences or questions between the parties to the contract with respect to any matter arising out of or relating to the contract, other than a matter as to which the decision of the Department is under the contract to be final and conclusive, shall be given for final consideration to the Permanent Secretary of the OFMDFM and the Director of Social and Political Archive Northern Ireland. If agreement is not reached concerning the dispute, difference or question(s) they shall, after written notice by either party to the contract to the other party, be referred to a single arbitrator agreed for that purpose or in default of such agreement within twenty-one (21) days, an arbitrator appointed at the request of either party or by the President of the Law of Northern Ireland.

The decision of such arbiter shall be final and binding on the parties of the contract.

14.2 The provision of the Arbitration Act (Northern Ireland) 1937 shall apply to any arbitration under this contract and such arbitration shall be conducted solely within Northern Ireland.

15. LAW

This agreement shall in all respects be governed by and construed in accordance with the laws of Northern Ireland and the parties hereby agree that the courts of Northern Ireland shall have exclusive jurisdiction to hear and determine any dispute arising out of, or in connection with, this Agreement.

16. PUBLICATION ON CCRU INTERNET SITE

The OFMDFM reserves the right to publish any reports resulting from this project on the Community Relations Unit Internet site.

SIGNED FOR AND ON BEHALF OF THE OFMDFM

BY *Joanne Doyle*
NAME (printed) JOANNE DOYLE
TITLE DR
DATE 7 March 01

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR

BY	<i>Gillian Robinson</i>	<i>Martin Melough</i>
NAME (printed)	GILLIAN ROBINSON	MARTIN MELAUGH
TITLE	Ms	DR
DATE	6/03/01	6/3/01