

**Service Contract No. 1.11.4.3361.**

**To Be Quoted On All Correspondence**



**CONTRACT**

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

**and**

**YOUGOV PLC**

**50 FEATHERSTONE STREET  
LONDON  
EC1Y 8RT**

**for**

**THE PROVISION OF ACCESS TO AN OMNIBUS SURVEY**

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This Contract is made between:

The **HEALTH AND SAFETY EXECUTIVE** (acting as part of the Crown) of Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS (hereinafter called 'the HSE' of the one part) and

**YOUGOV PLC**, company registration number 03607311 and whose registered office is at **50 Featherstone Street, London EC1Y 8RT** (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

## **WHEREAS**

The Contractor was successful as a result of a tender exercise to deliver The Provision of Access to an Omnibus Survey

### **1 GENERAL CONDITIONS**

- 1.1 This Contract will be subject to the HSE Standard Terms and Conditions of Contract for the Provision of Services, attached as Schedule B. However, where any conflict exists between the clauses in this Contract and the Terms and Conditions at Schedule B, then the clauses in this Contract will prevail. The Clauses in this Contract and the Terms and Conditions at Schedule B will also govern all Purchase Orders placed against this Contract.

### **2 ENTIRE AGREEMENT**

- 2.1 This Contract constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supercedes all prior agreements, both oral and written, representations, statemetns, negotiations and undertakings.

### **3 STATEMENT OF SERVICE REQUIREMENTS**

- 3.1 The Contractor will carry out on behalf of the HSE a Statement of Services (hereinafter called the "Services") as detailed in Schedule A to this Contract.
- 3.2 The Contractor shall organise and conduct the entire Services in consultation with the HSE where appropriate, and provide all necessary resources of personnel, materials, Services and equipment, except for such resources that may be provided by the HSE at its discretion.
- 3.3 No undertaking shall be deemed to have been made by the HSE in respect of the total quantities or values of the Services to be ordered pursuant to this contract and the Contractor acknowledges and agrees that it has not entered into this contract on the basis of any such undertaking.

### **4 MANAGEMENT OF THE CONTRACT**

- 4.1 The HSE Contract Manager who will be responsible for liaison and certifying completion of the provision and overall management of the Services is identified at Annex 1.

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4.2 The Services will be monitored by the Contract Manager who will also evaluate the provision on completion.

4.3 In all cases, both parties will work within the agreed timescales/constraints and costs outlined at the beginning of the commission.

**5 DURATION**

5.1 The Services shall commence on **01 April 2019** (Commencement Date) and shall be completed by **31 March 2021**.

**6 COSTS**

6.1 The total amount to be paid by the HSE to the Contractor for the Services shall not exceed **£80,000.00**, exclusive of VAT ("Contract Value").

6.2 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 11 Variation to Contract.

6.3 Where appropriate, and subject to the HSE Contract Manager's approval, actual and reasonable travel and subsistence costs shall be payable in line with the rates agreed at Annex 2.

**7 IR35 – INTERMEDIARIES LEGISLATION**

7.1 HSE has undertaken an IR35 assessment of this engagement, and the HMRC online assessment tool determined that IR35 does not apply to this engagement.

**8 TAX STATUS**

8.1 Where the Contractor, or its staff, is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

8.2 Where the Contractor, or its staff, is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

8.3 HSE may, at any time request that the Contractor provides information which demonstrates how it, or its staff, complies with Clauses 8.1 and 8.2 above or why those Clauses do not apply to it.

8.4 A request under Clause 8.3 above may specify the information which the Contractor, or its staff, must provide and the period within which that information must be provided.

8.5 HSE may terminate this contract if

- a) in the case of a request mentioned in Clause 8.3 above-
    - (i) The Contractor, or its staff, fails to provide information in response to the request within a reasonable time, or
    - (ii) The Contractor, or its staff, provides information which is inadequate to demonstrate either how it complies with Clauses 8.1 and 8.2 above or why those Clauses do not apply to it;
  - (b) in the case of a request mentioned in Clause 8.4 above, The Contractor, or its staff, fails to provide the specified information within the specified period, or
  - (c) it receives information which demonstrates that, at any time when Clauses 9.1 and 9.2 apply the Contractor, or its staff, is not complying with those Clauses.
- 8.6 HSE may supply any information which it receives under Clause 8.3 to the Commissioners of Her Majesty's Revenue and Customs for the purposes of the collection and management of revenue for which they are responsible.

## **9 INVOICING AND PAYMENTS**

- 9.1 All invoices raised must include the relevant Purchase Order number which will be issued by HSE Procurement Unit. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted electronically in PDF format to [APInvoices-HAS-U@sscl.gse.gov.uk](mailto:APInvoices-HAS-U@sscl.gse.gov.uk).
- 9.2 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 9.3 Subject to clauses 9.1 and 9.2, HSE shall make payment of agreed costs, in arrears, within 30 days of receipt of the invoice.
- 9.4 The Contractor shall send a copy invoice along with details of any work satisfactory carried out to the HSE Contract Manager identified at Annex 1.

## **10 DELIVERABLES**

- 10.1 The Contractor shall provide access to YouGov Omnibus surveys as required by HSE up to the Contract Value.

## **11 INTELLECTUAL PROPERTY**

- 11.1 The Contractor retains all intellectual property rights in the database of content built, operated and maintained by YouGov ("YouGov Database") containing data gathered from members of panels, survey groups and focus groups maintained by YouGov comprising questions put to these members and their replies (the "Respondent Data"); and all other data and materials of whatsoever nature in the YouGov Database from time to time, including but not limited to, summary charts, tables, datasets, data analysis and reports (the "Database Content").

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- 11.2 Subject to the Contractor's rights in the YouGov Database, the Respondent Data and the Database Content, all survey reports delivered by the Contractor to HSE will be the property of HSE.

## **12 ACCESS TO HSE PREMISES**

- 12.1 It shall be the Contractor's responsibility to ensure that, where access to HSE Premises or HSE Confidential Information is necessary, personnel engaged in the performance of this Contract shall have undergone pre-employment checks covering identity, the last three years employment history, nationality and immigration status and criminal record for unspent convictions.
- 12.2 HSE reserves the right, at its sole discretion, to carry out audits and spot checks at any time during the Contract Period to satisfy itself that the checks have been carried out. Guidance on pre-employment checks may be found at <http://www.cabinetoffice.gov.uk/sites/default/files/resources/hmq-personnel-security-controls.pdf>

## **13 CONFIDENTIALITY**

- 13.1 The Contractor shall not at any time divulge any HSE Confidential Information acquired during the performance of this Contract to any third party without prior permission in writing of the HSE, except where required in the course of any legal proceedings.
- 13.2 HSE may disclose the Confidential Information of the Contractor:
- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
  - (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 13.3(a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
  - (e) on a confidential basis for the purpose of the exercise of its rights under this Contract; or
  - (f) on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or

arrangement containing terms no less stringent than those placed on the Authority under this Clause.

#### **14 PUBLICATION**

- 14.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. HSE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 14.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for HSE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 14.3 HSE may consult with the Contractor to inform its decision regarding any redactions but HSE shall have the final decision in its absolute discretion.
- 14.4 The Contractor shall assist and co-operate with HSE to enable HSE to publish this Contract.
- 14.5 HSE may publish, communicate and make available to the public, via the internet or other publicly accessible electronic media, press releases and other documents making reference to the Contractor as the source of the research ("Public Document(s)") provided that HSE complies with the following quality assurance process:
- a) HSE sends a draft of the Public Document to the Contractor as an email attachment to the Contractor's email address as shown in Annex 1;
  - b) the Contractor will review for accuracy and respond with material corrections by email to HSE within 48 hours of receipt (provided that it is two sides of A4 or less and HSE acknowledges that it will take longer if the Public Document is longer than two sides of A4);
  - c) HSE may publish the Public Document incorporating the Contractor's corrections, with attribution to the Contractor as the source research agency;
  - d) where the services are being provided in the UK, HSE acknowledges that the Contractor, as a member of the UK British Polling Council, is required to, and will, display data tables relating to the Public Document on the Contractor's online platform;
  - e) if for any reason a Public Document is made public without that document undergoing the process set out in this clause, the Contractor reserves the right to issue a press release with a version of the Public Document incorporating the Contractor's corrections; and
  - f) all Public Documents must contain an attribution to the Contractor in the following form: "Source: [insert YouGov company name] [insert year of creation] © All rights reserved".
- 14.6 The Contractor may, upon becoming aware of publication, at its discretion release any information from the survey that sets such data into context,

including but not limited to, sampling and weighting data, the precise questions asked, the full answer options provided to respondents, and the percentages of people, both overall and in the relevant subgroups, who responded to each answer option.

## **15. TRANSPARENCY**

- 15.1 The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money. HSE is obliged to publish documents for contracts with a value over £10,000.
- 15.2 In addition, you should be aware that if you are awarded a new contract with a value of over £10,000, the resulting contract comprising of Specification, Terms and Conditions and Associated Schedules (including the winning bid) will be published.
- 15.3 By exception, requests for redaction will be subject to the public interest test and redaction will only be agreed where the public interest in withholding the information outweighs the public interest in disclosure. You must identify / reference the relevant text, show clear justification for redaction and detail the appropriate section of the Freedom of Information Act 2000 (for example, Sections 40, 41, 43) on which the redaction request is sought.

## **16. VARIATION TO CONTRACT**

- 16.1 No change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.
- 16.2 Any agreed changes to the Contract or Schedule A (Statement of Service Requirement) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Procurement Unit.

## **17. GOVERNING LAW**

- 17.1 This Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **18. TERMINATION**

- 18.1 This Contract may be terminated by either party by giving one months written notice. In the event of termination by HSE, the Contractor shall be provided with any re-imbursement of costs, actually and reasonably incurred, up to the date of termination, and the Contractor's standard cancellation fees payable in relation to any incomplete project which are set out below, subject to the Contract Value limit specified in Clause 6 above. The cancellation fees are:

- (1) after any questionnaire is finalised but prior to the commencement of any fieldworkd – 50% of the fees payable by HSE in reltaion to the project;



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- (2) after any fieldwork has commenced but before the delivery of any results – 75% of the fees payable by HSE in relation to the project;
- (3) at any point following the delivery of any results – 100% of the fees payable by HSE in relation to the project.

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As Witnessed at the Hands of the Parties

**SIGNATORIES**

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature

Name in Capitals

Position

Date

Duly authorised to sign on behalf of **YOUGOV PLC**  
50 Featherstone Street, London, EC1Y 8RT

Signature

Name in Capitals

Position

Date

Duly authorised to sign on behalf of the

**HEALTH AND SAFETY EXECUTIVE**

Procurement Unit, Building 2.3, Redgrave Court, Merton Road, Bootle,  
Merseyside L20 7HS

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• Schedule A

## STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following Statement of Service titled **The provision of Access to an Omnibus Survey**, dated **29 January 2019** a copy of which is embedded within this Schedule A.



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YouGov.pdf

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**Schedule B**

## **HSE STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES**

Please see the attached document containing the HSE Standard Terms and  
Conditions of Contract for the Provision of Services



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Schedule B - HSE star

Schedule C

## **SCHEDULE OF PROCESSING PERSONAL DATA AND DATA SUBJECTS**

**\*Please note:** as the contract involves HSE purchasing anonymised data from the Contractor the Customer / Contractor data protection requirements in Schedule B are not appropriate and the provisions relating to Processors will not apply until the Contractor is required to process personal data as a Processor. For the purposes of this contract the Contractor is the Data Controller and has provided suitable evidence to HSE that it is meeting its GDPR requirements – e.g. GDPR Policy document.

1. The contact details of the HSE's Data Protection Officer are: Marcus Pollard, 0203 028 0769, [marcus.pollard@hse.gov.uk](mailto:marcus.pollard@hse.gov.uk).
2. The contact details of the Contractor's Data Protection Officer are: Evan Davies, 020 3889 9680, [evan.davies@yougov.com](mailto:evan.davies@yougov.com).

## Annex 1

HSE Contacts	Contractor Contacts
Contractual Queries	
[Redacted] [Redacted] Building 2.3 [Redacted] L207HS  Tel : [Redacted] e-mail: [Redacted].uk	[Redacted] [Redacted] [Redacted] [Redacted] [Redacted]  Tel: [Redacted] Email: [Redacted]
Contract Manager	
[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]  Tel: [Redacted] e-mail: [Redacted]	Tel: [Redacted] H: [Redacted] YouGov 361 Southstone Street [Redacted] [Redacted]  Tel: [Redacted] Email: [Redacted]
Contract for Technical Queries	
[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]  Tel : [Redacted] e-mail: [Redacted]	[Redacted] [Redacted] manager [Redacted] set [Redacted] [Redacted] [Redacted]  Tel: [Redacted] e-mail: [Redacted]

Annex 2

## HSE UK TRAVEL AND SUBSISTENCE RATES

### Car Mileage Rates (for using your own vehicle) – All engine types and sizes

Up to 10,000 mile per financial year	45p per mile
Over 10,000 miles per financial year	25p per mile

NB: Your vehicle must be insured for Business Use

### Public Transport Fares

Second Class Rail travel, Air fares (within UK only), Bus fares etc will be payable at cost on production of receipts, provided that the most economical means of transport has been used.

## SUBSISTENCE RATES

All receipts **must** be retained to support your claim.

### Day Subsistence

More than 5 hours and up to 10 hours	Actual costs up to £6.00
More than 10 hours and up to 12 hours	Actual costs up to £10.00
More than 12 hours	Actual costs up to £16.00

### Night Subsistence

#### Booked via HSE Accommodation Booking Agency :

The 24 hour overnight subsistence allowance consists of 2 components :

Meal One	Actual costs up to £6.00
Meal Two	Actual costs up to £15.00

This is payable as a "24 hour" rate and amounts incurred over any individual component will not be reimbursed by HSE. The rates are agreed with HMRC to obtain dispensation from tax liability.

#### Booked making your own Commercial Arrangements

Actual cost of bed and breakfast up to a maximum of:	£93.00 per night in London or £70.00 per night elsewhere
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**Annex 3**

## **CONTRACT CHANGE NOTICE**



Contract Change  
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