



Department
of Health &
Social Care

**CONTRACT FOR THE PROVISION OF:
Specialist Support for the Therapeutics
Taskforce**

AGREEMENT MADE BETWEEN THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE AND UNIVERSITY OF LEEDS

1. PREAMBLE

1.1 This Agreement between the **Secretary of State for Health and Social Care** (the Authority) of 39 Victoria Street, Westminster, London SW1H 0EU and University of Leeds, Woodhouse Lane, Leeds LS2 9JT for the services of [REDACTED] and **administrative support** (the Staff). It sets out the terms and conditions on which the Secretary of State will pay the Contractor for the services of the Staff.

2. DEFINITIONS AND INTERPRETATIONS

2.1 The following terms shall have the meaning ascribed:

- a. “the Agreement” shall mean the Agreement concluded between the Authority and the Contractor.
- b. “the Authority” shall mean the Secretary of State for Health and Social Care or his appointed Officer in this Agreement.
- c. “the Officer” shall mean [REDACTED] who is the nominated representative of the Secretary of State for Health in charge of the Assignment.
- d. “the Contractor” shall mean University of Leeds.
- e. “the Parties” shall mean the parties to this Agreement, “the Authority” and “the Contractor”; and “Party” means any one of the parties as so defined.
- f. “the Assignment” shall mean work as set out at Annex 1.
- g. “Intellectual Property” shall mean patents, trade marks and service marks, rights in semiconductor chip topographies, present and future copyrights, design rights and database rights, whether or not any of them are registered and including applications for registration of any of them, trade secrets and rights of confidence, and all rights or forms of protection of a similar nature which have an equivalent effect to any of them which may exist anywhere in the world.
- h. “Variation” shall mean a variation to the Agreement executed through the completion of a Variation to Contract Form signed on behalf of the Parties.
- i. “Personal Data” has the meaning ascribed to it in the Data Protection Act 2018.

2.2 The interpretation and construction of this Agreement shall be subject to the following provisions:

- a. any reference to a condition shall be interpreted as a reference to the condition bearing that number in this Agreement;
- b. unless the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall import the feminine gender and vice versa; and
- c. condition headings are for ease of reference only and shall not affect the interpretation or construction.

3. ENTIRE AGREEMENT

- 3.1 The Agreement constitutes the entire agreement between the Parties in connection with the subject matter and supersedes all prior communications, negotiations and understandings, whether written or oral, concerning the subject matter of the Agreement.

4. OBJECT OF THE AGREEMENT

- 4.1 The Assignment is as described in Annex 1. This work will commence on 1 October 2020 and end on 31 March 2021 unless extended.
- 4.2 This Agreement and the Assignment Period may be extended or reviewed subject to the written agreement of the Parties.
- 4.3 The Authority may by written notice require the Contractor to execute the Assignment in such order as the Authority may decide. In the absence of such notice the Contractor shall submit such detailed programmes of work and progress reports as the Authority may from time to time require.
- 4.4 Notwithstanding the provisions of condition 7, the Authority reserves the right to terminate this Agreement should the Contractor be unable or unwilling for any reason to continue with the Assignment or if in the reasonable opinion of the Authority the Contractor is consistently failing to achieve an acceptable standard in relation to the Assignment.
- 4.5 The Contractor shall ensure a full flow of relevant information between the Parties and such others as may be agreed with the Contractor by the Authority.

5. THE PRICE

- 5.1 All prices shall be strictly net of VAT.
- 5.2 The Authority shall pay to the Contractor, in addition to the Agreement price, a sum equal to the Value Added Tax chargeable on the value of the services provided in accordance with the Agreement.
- 5.3 Any invoice or other request for payment of monies due to the Contractor under the

Agreement shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of regulations made under the Value Added Tax Act, 1994.

- 5.4 The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority as to the amount of Value Added Tax chargeable under the Agreement and payable by the Authority to the Contractor in addition to the Agreement Price.

6. PAYMENT

- 6.1 The Contractor shall submit an invoice for services completed to the satisfaction of the Authority on the basis of the dates and amounts specified in Annex 3, and payment shall be within 30 days of receipt of a properly prepared invoice.
- 6.2 The Contractor shall invoice the Authority in accordance with the terms of the Agreement and any modification or amendment agreed thereto. Payment shall be made to the address specified by the Contractor.
- 6.3 Rates of payment are inclusive of all costs.
- 6.4 The Authority will in addition reimburse the Contractor those expenses which in the opinion of the Authority have been properly and necessarily incurred and defrayed by the Contractor in the supply of services.
- 6.5 If at any time an overpayment has been made to the contractor for any reason whatsoever, the amount of such overpayment shall be taken into account in assessing any further payments, or shall be recoverable from the Contractor.
- 6.6 The Contractor warrants and represents that:
- a) where the Staff are liable to be taxed in the UK in respect of consideration received under this Agreement, the Contractor 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; and
 - b) where the Staff are liable to National Insurance Contributions (NICs) in respect of consideration received under this Agreement, the Contractor 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.
- 6.7 The Contractor shall at the request of the Authority at any time during the course of this Agreement provide information which demonstrates compliance with Condition 6.6 or why this Condition 6.6 does not apply to it.

7. TERMINATION

- 7.1 Without prejudice to the provisions of conditions 4.4 and 7.3, this Agreement may be terminated by either Party giving one months' notice in writing to the other. Should the option to terminate be exercised by the Authority it shall indemnify the Contractor from and against all and any actual loss unavoidably incurred by reason of or in consequence of the termination provided that the Contractor takes all immediate and reasonable steps to minimise the loss.
- 7.2 Under condition 7.1 the Authority will not pay any sum which, when taken together with any sums paid or due or becoming due to the Contractor under this Agreement will exceed the total sum payable under this Agreement if the Assignment had been completed satisfactorily.
- 7.3 The Authority may terminate this Agreement, without liability for any damage, loss or expenses arising as a result of or in connection with such termination if:
- a. the Contractor is in material breach of any of the terms and conditions of this Agreement, and in the case of breach capable of remedy fails to remedy that breach within 30 days of the service of a written notice by the Authority specifying the breach; or
 - b. the Contractor shall become bankrupt or shall make an arrangement with his creditors or shall have a receiving order or administration order made against him.
- 7.4 Termination of this Agreement however caused shall not release the Contractor from any duty or obligation of confidence which falls on it, its servants, agents or employees or sub contractors or under general law governing confidential information nor shall it prejudice or affect any right or remedy which shall have accrued before termination or shall accrue thereafter.

8. VARIATION

- 8.1 If at any time it appears likely that the Assignment, the completion date, the amount to be paid by the Authority or timescale of expenditure needs to be revised, the proposing party shall immediately inform the other Party in writing requesting a Variation to the Contract, giving full details of the justification for the request and giving proposals for the Variation to the Contract. Upon receipt of such a request the Authority may:
- a. agree to revise the Assignment, completion date, amount to be paid or timescale of expenditure; or
 - b. lay down a revised Assignment which the Contractor agrees can be carried out within the period of the Agreement and within the amount to be paid currently approved; or

- c. refuse the request and insist upon the continuation of the work as laid down in the Assignment as originally agreed; or
- d. give notice of termination in accordance with condition 7 hereof.

9. INTELLECTUAL PROPERTY

- 9.1 The Contractor hereby assigns to the Authority all Intellectual Property rights (IPR) owned by the Contractor in any material which is generated by the Contractor and delivered to the Authority in the performance of the Assignment and shall waive all moral rights relating to such material.
- 9.2 In performing the Assignment the Contractor shall not knowingly infringe the IPR of any third party. Where there are known prior rights or rights of third parties in any material, the Contractor shall obtain Approval before using the material and this Approval shall include the right of the Authority to use, copy, modify adapt or enhance the material.
- 9.3 The Contractor shall indemnify the Authority and the Crown against all actions, suits claims, demands losses, charges, costs and expenses which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.
- 9.4 Subject to any prior rights and to the rights of third parties, copyright and every other property right in all reports, documents and things produced or information obtained by the Contractor or which is prepared or obtained under the Contractor's direction or control under this Agreement shall be vested as copyright in the Crown.
- 9.5 Without prejudice to Condition 15 - Audit, the Contractor and his sub-contractors shall not disclose any specifications, plans, instructions, drawings, patents, models or other information obtained pursuant to or by reason of this Agreement, without the written permission of the Authority.
- 9.6 The Contractor and his sub-contractors shall not refer to the Authority in any advertisement without the Authority's written consent.
- 9.7 The provisions of this Condition shall apply during the continuance of this Agreement and after its termination howsoever arising, without limitation of time.

10. CONFIDENTIALITY

- 10.1 Each Party shall at all times use its best endeavours to keep confidential (and to procure that its employees and agents shall keep confidential) any confidential information which it or they may acquire in relation to the business and affairs of the other Party to this Agreement and shall not use or disclose such information except with the written consent of that other

Party or in accordance with the order of a court of competent jurisdiction.

- 10.2 The obligations of each of the Parties contained in Condition 10.1 above shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach by any such Party of its obligations contained in this Agreement provided that nothing in Condition 10.1 shall prevent any Party from disclosing any such information to the extent required in or in connection with any legal proceedings arising out of this Agreement.

11. CONFIDENTIALITY OF PERSONAL DATA

- 11.1 The collection, handling and use of Personal Data shall be treated as confidential at all times.
- 11.2 The Contractor shall at all times be responsible for ensuring that all Personal Data (including Data in any electronic format) is stored securely. The Contractor shall take appropriate measures to ensure the security of such Personal Data and guard against unauthorised access thereto or disclosure thereof or loss or destruction while in its custody.
- 11.3 No information which would lead to the identification of an individual shall be included in any publication without the prior agreement in writing of the individual concerned. No mention shall be made of individual officers of the Authority, nor shall information be included which might lead to their identification, without the prior agreement in writing of the Authority.
- 11.4 The Contractor shall comply with the provisions of the Data Protection Act 2018.

12. WAIVER

- 12.1 The failure of the Authority to insist upon strict performance of the Agreement, or the failure of the Authority to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by the Agreement.
- 12.2 A waiver of any default shall not constitute a waiver of any subsequent default.
- 12.3 No waiver of any of the provisions of the Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of condition 8.

13. NOTICES

- 13.1 All notices to be given hereunder shall be in writing and may be served either personally at

or by registered post to the address of the relevant Party as set out at Annex 2 or as it may from time-to-time notify in writing to the other Party and shall be deemed to be effective on the business day on which received or if the date of actual receipt is not a business day then on the next business day following receipt.

14. RELATIONSHIPS

- 14.1 The Agreement does not make any Party the employee, agent, partner or legal representative of the other Party for any purpose whatsoever. No Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party. In fulfilling its obligations pursuant to the Agreement the Contractor shall be acting as an independent Contractor.

15. AUDIT

- 15.1 The Contractor shall keep and maintain until two years after the Agreement has been completed records to the satisfaction of the Authority of all expenditures which are reimbursable by the Authority and of the days worked each month and costs incurred in connection with any employees of the Contractor paid for by the Authority on a time charge basis. The Contractor shall on request afford the Authority or its representatives such access to those records as may be required by the Authority in connection with the Agreement.

16. INDEMNITY AND INSURANCE

- 16.1 The Contractor shall indemnify the Authority fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury, or loss of or damage to property, which is caused directly or indirectly by any act or omission of the Contractor. This Condition 16.1 shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage, was not caused or contributed to by his negligence or default, or the negligence or default of his staff or sub-contractors, or by any circumstances within his or their control.
- 16.2 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement, in respect of death or personal injury, or loss of or damage to property.
- 16.3 The Contractor shall hold employer's liability insurance in respect of staff in accordance with any legal requirement for the time being in force.
- 16.4 The Contractor shall produce to the Authority's representative, on request, copies of all insurance policies referred to in this Condition or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

- 16.5 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in Condition 16.2.

17. DISCRIMINATION AND HUMAN RIGHTS

- 17.1 The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 or any other relevant legislation relating to discrimination in the employment of employees, for the avoidance of doubt this includes having due regard, where so required, for any additional equality duties imposed on public authorities (collectively, the “Employment Legislation”).
- 17.2 The Contractor shall, and shall use reasonable endeavours to ensure that its employees or agents and/or sub-contractors shall, at all times, act in a way which is compatible with the Convention rights with the meaning of Section 1 of the Human Rights Act 1998.

18. SEVERABILITY

- 18.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid conditions eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Authority and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

19. DEFAULT

- 19.1 Should there, in the sole opinion of the Authority be any failure on the part of the Contractor to perform any obligation or service required of him under this Agreement, or should the Contractor be otherwise in breach of any condition of the Agreement, the Authority may, without prejudice to any other rights, remove part or whole of the work required to be performed under this Agreement, or terminate this Agreement summarily.

20. ASSIGNMENT

- 20.1 The Contractor shall not sub-contract, transfer or assign the whole or any part of the Agreement without the prior written consent of the Authority whose consent may be subject to such terms and conditions as the Authority may see fit to impose.

21. CORRUPT GIFTS OR PAYMENTS

- 21.1 The Contractor shall not do (and warrants that in entering the Agreement he has not done) any of the following (referred to in this clause as "prohibited acts"):
- a. offer, give or agree to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with the Crown, or for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Crown;
 - b. enter into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, or to his knowledge, unless before the Agreement is made particulars of any such commission and the terms and conditions of any such agreement for the payment of it have been disclosed in writing to the Authority.
- 21.2 If the Contractor, his employees, agents or any sub-contractor, or anyone acting on his or their behalf, does any of the prohibited acts or commits any offence as the case may be under the Bribery Act 2010 with or without the knowledge of the Contractor, in relation to this or any other contract with the Crown, the Authority shall be entitled:
- a. to terminate the Agreement immediately by giving notice in writing and recover from the Contractor the amount of any loss resulting from the termination;
 - b. to recover from the Contractor the amount or value of any such gift consideration or commission; and
 - c. to recover from the Contractor any other loss sustained in consequence of any breach of this clause, whether or not the Agreement has been terminated.
- 21.3 In exercising its rights or remedies under this clause, the Authority shall:
- a. act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing the prohibited act;
 - b. give all due consideration, where appropriate, to action other than termination of the Agreement, including (without limitation to):
 - requiring the Contractor to procure the termination of a sub-contract where the prohibited act is that of a sub-contractor;
 - requiring the Contractor to procure the dismissal of an employee (whether his own or that of a sub-contractor) where the prohibited act is that of such employee.

22. FREEDOM OF INFORMATION ACT 2000

- 22.1 The Parties acknowledge that they are both subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and cooperate with each other to enable compliance with these Information disclosure requirements.

23. TRANSPARENCY

- 23.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and or the Environmental Information Regulations, the content of this Agreement is not confidential information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA and or the Environmental Information Regulations.
- 23.2 The Authority may consult with the Contractor to inform its decision regarding any redactions, but the Authority shall have the final decision in its absolute discretion.
- 23.3 The Authority may, at its sole discretion, redact information from the Agreement prior to publishing for one or more of the following reasons:
- a. national security;
 - b. personal data;
 - c. information protected by intellectual property law;
 - d. third party confidential information;
 - e. IT security; or
 - f. prevention of fraud.
- 23.4 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.
- 23.5 Notwithstanding any other term of the Agreement, the Contractor hereby gives consent for the Authority to publish the Agreement in its entirety, including from time to time any agreed changes to the Agreement, to the general public.

24. GOVERNING LAWS

- 24.1 These conditions shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, nor shall the taking of proceedings in any other one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- 24.2 The Contractor shall comply with all and any laws, Acts of parliament, enactments, orders, regulations or other similar instruments which may, in any way, pertain to the performance of this Agreement. Breach of any such laws, acts, enactments, orders,

regulations or other similar instruments shall be deemed a breach of this Agreement.

- 24.3 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order regulation or instrument.

SIGNED ON BEHALF OF THE AUTHORITY

SIGNATURE

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NAME

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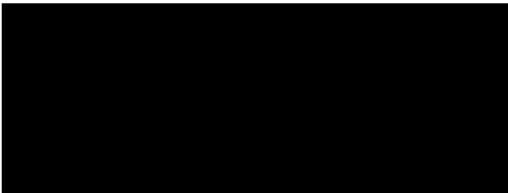
POSITION

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DATE

01/07/2021

SIGNED ON BEHALF OF THE CONTRACTOR

A large black rectangular box redacting the signature of the contractor.

NAME

A black rectangular box redacting the name of the contractor.

POSITION

A black rectangular box redacting the position of the contractor.

DATE

01/07/21

THE ASSIGNMENT

To enable the rapid adoption, delivery, and completion of UK Covid 19 Research Studies preventing duplication of effort and leveraging maximum system wide collaboration.

The Authority seeks delivery of a pipeline of treatments for Covid19 – included within the vaccines and treatments workstream of the Covid19 Battleplan. Clinical trials are a highly specialist area of work and vital to the successful identification of treatments for Covid19. This assignment will enable the successful delivery of clinical trials to test a pipeline of treatments for COVID-19.

The Authority requires the services of a respected and highly credible industry expert in this field ([REDACTED] [REDACTED])

[REDACTED] The expert will bring depth of knowledge about clinical trials, and the infrastructure within the NHS to deliver them at pace. Knowledge transfer to the team alongside operational delivery will enable them to apply this to the ongoing search for treatments for Covid19 and other similar threats.

Key Responsibilities:

- To maintain system wide relationships for Government Covid research priorities
- Ensure provision of Provide Clinical Assurance to Taskforce team
- Peer support and mentoring of Taskforce team to build its knowledge of the sector
- Oversight of CMOA research priorities delivery
- Liaise and manage Key Platform Study Chief Investigators to reduce duplication of research effort (including chairing regular ‘Forum’)
- Ensure good relationships between CTAP prioritisation Group and UPH
- Liaison with Research System Stakeholders:
 - DHSC
 - NHSE/I/ NHS Providers
 - NIHR and Devolved equivalents
 - HRA
 - MHRA
 - Devolved Administrations (Research leaders)
 - Industry and Representative Bodies
 - Vaccines Taskforce
 - NICE led Covid 19 Group
 - NHS Test & Trace
- Ensure Operational management across the UK Health Research System is aligned
- Ensure Covid 19 Urgent Public Health Emergency studies are facilitated and delivered
- Ensure equity of access / participation for UK citizens into Covid Research
- Support TTF to ensure that research strategy adequately addresses COVID-19 harm
- Provide expert Advice to TTF on proposals for new Trials / Studies.

ADMINISTRATIVE INSTRUCTIONS

1. Authorisation

- 1.1 The following person is authorised to act as the Authority's representative on all matters relating to the Agreement:

[REDACTED]

- 1.2 The Authority's representative may authorise in writing other officers to exercise on his behalf such powers as are contained in the Agreement that he defines.

2. Contractor's representative

- 2.1 The Contractor's representative under the Agreement will be:

[REDACTED]

3. Correspondence

- 3.1 All correspondence to the Authority shall be sent to the following address:

[REDACTED]
[REDACTED]

- 3.2 All correspondence to the Contractor shall be appropriately referenced and sent to the following address:

University of Leeds
Faculty of Medicine & Health
Woodhouse Lane
Leeds
LS2 9JT

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SCHEDULE OF PRICES

It is intended that the indicated amounts will be paid by the Authority to the Contractor within 30 days of the dates listed.

Date	Amount (£)
Financial Year 2020/2021	
1. 30 March 2021	£134,788
TOTAL	£134,788