

Contract No. 1.11.4.3941. - The University of Manchester

To Be Quoted on All Correspondence



CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

THE UNIVERSITY OF MANCHESTER

for

**CONTRIBUTION TO THE NATIONAL CORE STUDY ON
TRANSMISSION OF SARS-COV-2 EM45**

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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

THE UNIVERSITY OF MANCHESTER, Royal Charter registered under RC000797 and whose registered office is at **Oxford Road, Manchester M13 9PL** (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The contractor was selected to contribute to delivery of the National Core Study on Transmission of SARS-Cov-2 EM45.

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 C. However, where any conflict exists between the clauses in this Contract and the Terms and Conditions at Schedule C, then the clauses in this Contract will prevail. The Clauses in this Contract and the Terms and Conditions at Schedule C will also govern all Purchase Orders placed against this Contract.
- 1.2 The Parties agree that notwithstanding the references to provision of 'services' throughout this Contract, the Contractor's work will constitute 'research' and its work under this Contract shall be considered a piece of research.

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, statements, negotiations and undertakings.

3 STATEMENT OF SERVICE REQUIREMENTS

- 3.1 The Contractor will carry out research on behalf of the HSE a Statement of Services (hereinafter called the "Services") as are applicable to it detailed in Schedule A to this Contract, along with their proposal, as detailed in Schedule B to this Contract.
- 3.2 The Contractor shall organise and conduct the entire Services in consultation with HSE where appropriate, and provide all necessary resources of personnel, materials, Services and equipment, except for such resources that may be provided by HSE at its discretion.

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- 3.3 No undertaking shall be deemed to have been made by 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.
- 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 **1st April 2021** and shall be completed by **31st March 2022**.
- 5.2 Any option to extend will be dependent on further funding and an agreed Schedule of Works. Any term of extension will be agreed by both parties once confirmation of funding is received.

6 COSTS

- 6.1 The total funding to be paid by HSE to the Contractor for the Services shall not exceed **£1,145,106.00**, exclusive of VAT.
- 6.2 Payment will be made upon successful completion and HSE's acceptance (acting reasonably) of the final report(s). These costs are broken down as follows:-

- | | | |
|-----------|---|--------------------|
| • Theme 1 | Outbreak Investigation | £205,812.00 |
| • Theme 2 | Approaches to Evaluate Environmental Transmission Mechanisms and Controls | £124,084.00 |
| • Theme 3 | Sector Specific Studies | £815,210.00 |

- 6.3 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 16 Variation to Contract.

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 8.1 and 8.2 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@gov.sscl.com

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- 9.2 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 9.3 HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice. All payments will be paid in accordance with Clause C2 of HSE Terms & Conditions, attached as Schedule C.
- 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.
- 9.5 Please note it is extremely important that your invoice is laid out as per the HSE Purchase Order, i.e. Line Numbering and Description. In doing this, you will prevent the invoice being rejected by SSCL.

10 DELIVERABLES

- 10.1 The Contractor shall provide the following Themes as detailed in Schedule A (Statement of Service Requirements) and the University of Manchester's proposal attached as Schedule B:-
- Theme 1 - Outbreak Investigation;
 - Theme 2 - Approaches to Evaluate Environmental Transmission Mechanisms and Controls; and
 - Theme 3 - Sector Specific Studies.

11 INTELLECTUAL PROPERTY

- 11.1 Your attention is drawn to clauses E8 within Schedule C of the attached standard terms and conditions.

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. Such checks shall meet the requirements of HMG Baseline Security Standard.
- 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/hmg-personnel-security-controls.pdf>

13 CONFIDENTIALITY

- 13.1 The Contractor shall not at any time divulge any information or material acquired during the performance of this Contract to any third party without prior permission in writing of the Executive, except where required in the course of any legal proceedings.
- 13.2 The Contractor shall keep documents and other materials produced or acquired in the course of the contract in accordance with The Criminal Procedure and Investigations Act 1996 (CPIA).
- 13.3 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.

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- 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.

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 Except where expressly stated in this contract, 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, subject to the limit specified in Clause 6 above.

As Witnessed at the Hands of the Parties

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SIGNATORIES

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature _____

Name in Capitals _____

Position _____

Date _____

Duly authorised to sign on behalf of

THE UNIVERSITY OF MANCHESTER
Oxford Road, Manchester M13 9PL

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 **Project Milestones 2021/2022**, and referenced **1.11.4.3941. – National Covid Project – Project Milestones 2021/2022**



Project Milestone
and Deliverablesv 21

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Schedule B

THE UNIVERSITY OF MANCHESTER PROPOSAL

The Contractor shall undertake HSE's Statement of Service titled **Project Proposal Template**, as per their proposal detailed in the document below.



2122 Supplementary
Data UoM vs2.1.doc



Proposal Template
UoManchester Year

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Schedule C

**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



Schedule C - HSE
Terms and Condition

Schedule D

SCHEDULE OF PROCESSING PERSONAL DATA AND DATA SUBJECTS

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are : Sean Egan, 0203 028 3547, sean.egan@hse.gov.uk
2. The contact details of the Processor's Data Protection Officer are Laurence Malbeaux, Information Governance Officer, 0161 306 2104, information.governance@manchester.ac.uk
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	Professor Martie van Tongeren (University of Manchester) PI
Subject matter of the processing	National Core studies programme
Duration of the Processing	01/04/2021-31/03/2022
Nature and purposes of the processing	<p>Deep dives (public transport, food processing and other sectors to be determined:</p> <ul style="list-style-type: none">• All research is being done virtually so oral consent taken as a separate recording to any research data, stored securely on University servers only accessible to named researchers.• Data collected via online questionnaires (expression of interest forms), interviews and group discussions (recordings via zoom / Teams / phone).• Storage of data is on University servers only accessible to the research team.• University approved data transcription service - password provided, electronic transfer to / from designated researcher.• Anonymised data shared with research team for analysis (unique ID numbers allocated and list kept separate to data)

Description	Details
	<ul style="list-style-type: none"> • Respondents will be asked if we can use direct quotes as part of data in reports / papers / presentations. This will never be attributed to an individual or organisation. • Expression of interest questionnaires contain categorical data (age, gender, region etc) for selection of interviewees only. Permission has been gained to keep contact details for future work otherwise the data is deleted at the end of the project. • Research data is kept for the required 5-10 years and personal contact data deleted once the project is ended. <p>Nested case-control study within the Kings College London Zoe longitudinal cohort study</p> <ul style="list-style-type: none"> • Cases and controls with and without past Covid-19 infection will be recruited to take part in this nested study by partner organisation (Kings College London) • Once recruited, participants will be directed to an online questionnaire about workplace and other activity, held by the University of Manchester as part of the PROTECT study. This is likely to involve approximately 10 000 participants. • Identifiers will be used to link questionnaire data to data collected previously via the Zoe App (age, gender, ethnicity, deprivation, Covid-19 infection). • Storage of pseudo-anonymised data is on University of Manchester servers only accessible to the research team. • Once questionnaire data has been linked to previously collected data from the Zoe study, identifiers will be removed and fully anonymised data shared with research team (including collaborators within PROTECT) for analysis • Research data is kept for the required 5-10 years and identifiable personal data stored separately by partner organisation linked only via identifiers.
Type of Personal Data	<p>For deep dives (Public transport, food processing and others in future): name and personal / company email addresses, company names for contact purposes only</p> <p>Audio data recordings and oral consent (separate) No sensitive or personal data</p> <p>For nested case-control study, the personal identifiable data (e.g. email address, name, date of birth) will not be held by the PROTECT team. All personal identifiable information will be held by the Zoe research team at Kings College London. Data collected through the PROTECT nested case-control study will be pseudo-anonymised, i.e. identifiable</p>

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Description	Details
	information will be stored separately and linked via a code. The data collected will be about work place and occupations.
Categories of Data Subject	For deep dive (public transport, food processing and others to be determined): Experts, organisational leaders, union representatives, employees and passengers/customers (the public) For nested case-control study, members of the Kings College London Zoe longitudinal cohort study.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Deep dives - Expression of interest questionnaires contain name and contact email plus categorical data (age, gender, region etc) for selection of interviewees only. Research data is kept for the required 5-10 years and personal contact data deleted once the project is ended unless permission granted to keep for further research projects. Nested case-control – Pseudo-anonymised research data will be kept for 5-10 years. Fully anonymised data (with identification codes removed) may be stored on a data-sharing repository according to journal requirements.

Schedule E

SCHEDULE OF BREAKDOWN OF COSTS

Listed below are a full breakdown of costs against the deliverables laid out in HSE's Statement of Service.

THEME 1

Theme 1 - University of Manchester		
Work	Details	Cost
WP1 OBJa - Analyse codified HSE and PHE outbreak data collected as part of official duties to assess workplace transmission risks / factors.	Salaries £11,225	£25,632
	Consumables £2,500	
	Indirect Charges £11,907	
WP2 OBJb - Undertake a thematic analysis of text data collected by HSE & PHE at outbreak sites during official duties to assess workplace transmission risks / factors.	Salaries £68,707	£141,515
	Consumables £10,000	
	Indirect Charges £62,808	
Wp 3 OBJc - Assess data collected by companies during outbreaks to agree what data can usefully be analysed from disparate collection methods.	Salaries £12,146	£29,648
	Consumables £5,000	
	Indirect Charges £12,502	
WP4 OBJd - Analyse and harmonise data provided by companies that have experienced an outbreak to assess workplace transmission risks / factors.	Salaries £3,243	£9,017
	Consumables £2,500	
	Indirect Charges £3,274	
TOTAL		£205,812

THEME 2

Theme 2 - University of Manchester		
Work	Details	Cost
WP2.1 Environmental Scale Transmission Models	Salaries £55,979	£124,804
	Consumables £0.00	
	Indirect Charges £68,115	
TOTAL		£124,084

THEME 3

Theme 3 - University of Manchester		
Work	Details	Cost
Objective 3.1: A set of reports for specific sectors (including Public Transport, summer 2021 and food production / processing, autumn 2021) describing the findings from the qualitative studies, a literature review for each sector, an overall report drawing lessons from across sectors and recommendations for further work in the NCS (March 22)	Salaries £108,686 Consumables £15,000 Indirect Charges £92,351	£216,037
Objective 3.2 Reports of analysis of baseline survey(?) and follow up survey (?)	Salaries £8,114 Consumables £9,000 Indirect Charges £8,930	£26,044
Objective 3.3 Validated tools for collection of data on risk factors for transmissions in occupational and other high risk environments (March 21)	Salaries £74,551 Consumables £12,500 Indirect Charges £84,538	£171,589
Objective 3.4 Publish report of analyses (April 21) Reports on statistical analyses of ONS and other datasets (March 22). Evidence synthesis (March 22)	Salaries £100,189 Consumables £27,500 Indirect Charges £108,040	£235,729
Objective 3.5: Protocol for baseline surveys with ethical approval, and report on the results of the baseline investigations in a number of companies (March 21)	Salaries £80,249 Consumables £16,000 Indirect Charges £69,562	£165,811
TOTAL		£815,210

Annex 1

CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
<p><u>Lynn O'Neill</u> <u>Health & Safety Executive</u> <u>Procurement Unit</u> <u>Building 2.3 Redgrave Court</u> <u>Morton Road</u> <u>Beotle</u> <u>Merseyside</u> <u>L20 7HS</u></p> <p>— <u>Tel : 0203 028 4322</u> <u>e-mail : lynn.oneill@hse.gov.uk</u></p>	<p><u>Helen Thornley</u> <u>Contracts Manager</u> <u>University of Manchester</u> <u>Oxford Road</u> <u>Manchester</u> <u>M13 9PL</u></p> <p><u>Tel : 0161 306 3995</u> <u>e-mail : helen.thornley@manchester.ac.uk</u></p> <p>Note : The University team are predominantly working from home</p>
Contract Managers / Technical Queries	
<p><u>Dean Ali</u> <u>Health & Safety Executive</u> <u>Buxton</u> <u>Derbyshire</u> <u>SK17 9JN</u></p> <p>— <u>Tel : 0203 028 1893</u> <u>e-mail : dean.ali@hse.gov.uk</u></p>	<p><u>Professor Martie van Tongeren</u> <u>Principale Investigator</u> <u>The University of Manchester</u> <u>Oxford Road</u> <u>Manchester</u> <u>M13 9PL</u></p> <p><u>Tel : 0161 275 5202</u> <u>e-mail : Martie.J.Van-Tongeren@manchester.ac.uk</u></p> <p>Note : The University team are predominantly working from home</p>

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