



**CONTRACT**

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

**and**

**THE NATIONAL EXAMINATION BOARD IN  
OCCUPATIONAL SAFETY AND HEALTH  
(NEBOSH)**

**for**

**EXTERNAL ACCREDITATION AND MODERATION  
OF THE HSE PROGRAMME OF REGULATORY  
TRAINING FOR NEW INSPECTORS**

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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 National Examination Board in Occupational Safety and Health (**NEBOSH**), company registration number 2698100 and whose registered office is at Dominus Way, Meridian Business Park, Leicester, LE19 1QW (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 an open tender exercise to deliver services for the external accreditation and moderation of the HSE Programme of Regulatory Training for New Inspectors.

## **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, statements, 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.
- 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 be deemed to have commenced on **01 April 2019** and shall be completed by **31 March 2022** with the option to extend for a further 2 years in annual instalments.

#### **6 COSTS**

- 6.1 The costs for providing the service will be as follows:

|  |         |
|--|---------|
| Fee for Registration of HSE as a Training Provider     | £1,250  |
| Fee for Development and Accreditation of Qualification | £12,500 |
| Learner Registration Fee of £500 per student           | £500    |
| Assessor / Verifier Training Fee of £625               | £625    |
| Each Enquiry about Results per assessment              | £75     |
| Marker Training £625 per day                           | £625    |

#### **6.2 Ongoing Costs**

- 6.2.1 The ongoing costs for providing continuity of the service, for additional students, exclusive of VAT, is as follows:

|  |      |
|--|------|
| Learner Registration Fee                   | £500 |
| Assessor / Verifier Training Fee (per day) | £625 |

### 6.3 Annual Accreditation Costs

#### 6.3.1 The following costs will also be payable

|  |      |
|--|------|
| Annual Accreditation Fee of HSE as a Training Provider | £625 |
|--|------|

6.4 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. All claims must be accompanied by receipts.

6.5 Any additional costs will be agreed in advance and in writing with the HSE Contract Manager.

## 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 HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance 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 the deliverables as detailed in the tender response in Schedule A.

## **11 INTELLECTUAL PROPERTY**

11.1 Your attention is drawn to clauses E8 within Schedule B 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.
- 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 VARIATION TO CONTRACT**

- 15.1 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.
- 15.2 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.

## **16 GOVERNING LAW**

- 16.1 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.

## **17 TERMINATION**

- 17.1 This Contract may be terminated by either party by giving six 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.
- 17.2 In the event of an early termination of the contract, both parties agree to abide by the Exit Strategy detailed at item 18 to ensure the commitment to Learners is fulfilled.

## **18 EXIT STRATEGY**

- 18.1 The Parties agree to ensure that, in the event of discontinuation of this Contract, an Exit Strategy is put in place which safeguards the education of the students enrolled on the Course, which is subject to this contract.
- 18.2 The Exit Strategy would typically require both Parties ensure that students enrolled at the time of termination of the Contract are permitted to complete the qualification for which they are enrolled, with support offered to them by both Parties at a level commensurate with that set out in the Contract.

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

### NEBOSH

Dominus Way, Meridian Business Park, Leicester, LE19 1QW

Signature \_\_\_\_\_

Name in Capitals \_\_\_\_\_

Position Procurement Manager

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

**Schedule A**

**STATEMENT OF SERVICE REQUIREMENT**

The Contractor shall undertake the following Statement of Service titled The External Accreditation and Moderation of the HSE Programme of Regulatory Training for New Inspectors, dated 11 October 2018 and referenced HSE/T3292:



SCHEDULE A HSE  
T3292.docx



NEBOSH.zip



HSE T3292 Annex 5 -  
Service Levels.docx



HSE T3292 Annex 6 -  
Management Informat

**Service Contract No. 1.11.4.3292.**

**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



Terms and Conditions  
of Contract for the Proc

Schedule C

## SCHEDULE OF PROCESSING PERSONAL DATA AND DATA SUBJECTS

1. The contact details of the Controller's Data Protection Officer are: Marcus Pollard, 0203 028 0769, [marcus.pollard@hse.gov.uk](mailto:marcus.pollard@hse.gov.uk).
2. The Processor shall comply with any further written instructions with respect to processing by the Controller.
3. Any such further instructions shall be incorporated into this Schedule.

| Description                              | Details  |
|--|--|
| Identity of the Controller and Processor | The Parties acknowledge that for the purpose of the Data Protection Legislation, the Customer is the Controller (Health & Safety Executive) and the Contractor (NEBOSH) is the Processor in accordance with Clause 1.1   |
| Subject matter of the processing         | To register individuals and moderate assessment activities for HSE trainees/trainees from other Government departments through the formal assessment milestones of the 2 year diploma programme, culminating in award of the Diploma   |
| Duration of the processing               | Registration of trainees and assessors will take place within 4 weeks of each training cohort start date.<br>Recording and dissemination of results to the deadlines stated in cohort registration forms (completed within 4 weeks of training cohort start date), throughout 2 year diploma programme.<br>Verifier registration for new trainers within 4 weeks of start date.<br>Requests for Reasonable Adjustments for assessment to be in place prior to each mandatory diploma element – timescales set out in policy.   |
| Nature and purposes of the processing    | Registration and recording of individuals, training groups, assessors and trainers for the purpose of administering the qualification.<br><br>Recording and moderation of assessment results for the purpose of ensuring accurate result awarded to trainee.<br>Recording of all diploma element results for the purpose of ensuring diploma awarded to trainees.<br><br>Occupational health reports and medical evidence shared for the purpose of ensuring Reasonable Adjustments are agreed and can be put in place for individuals in advance of training and assessments (standard form completed by trainee and processed).<br><br>Trainees personal circumstances shared for the purpose of |

|  |  |
|--|--|
|  | <p>ensuring application and award of a Special Consideration for an assessment (standard form completed by trainee and processed).</p> <p>Chaperoned access to HSE/OGD's databases at HSE/OGD site for the purpose of External Verification of competency based assessment (mandatory element of the diploma).</p> |
| Type of Personal Data  | Name, home address, email, phone number, candidate number, location, assessment and assignment results (initial, moderated and final), occupational health report, medical evidence.   |
| Categories of Data Subject   | HSE staff, staff from other government departments i.e. Health and Safety Executive Northern Ireland, Office of Rail Regulation, Health and Safety Executive Channel Islands, Contractors.   |
| Plan for return and destruction of the data once the processing is complete<br>UNLESS<br>requirement under union or member state law to preserve that type of data | All data retained for 2 years following completion of the Diploma for audit purposes and destroyed manually from databases.  |

Annex 1

## CONTACT LIST

| HSE Contacts                          | Contractor Contacts |
|---------------------------------------|---------------------|
| Contractual Queries                   |                     |
|                                       |                     |
| Contract Managers / Technical Queries |                     |
|                                       |                     |

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<br>or<br>£70.00 per night elsewhere |
|--|--|