



CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

**PROCUREMENT UNIT
BUILDING 6.4
REDGRAVE COURT
MERTON ROAD
BOOTLE
MERSEYSIDE, L20 7HS**

And

EMERITUS PROFESSOR LEN LEVY

**435 STREETS BROOK ROAD
SOLIHULL
B91 1RB**

SCIENCE AND ENGINEERING ASSURANCE COMMITTEE

This Contract is made between:

- (1) 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
- (2) **EMERITUS PROFESSOR LEN LEVY** of 435 Streetsbrook Road, Solihull B91 1RB (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor will provide independent expert opinion to HSE as a member of the Science and Engineering Assurance Committee (SEAC). This committee has been convened to use its science and engineering expertise to give HSE and the Chief Executive Officer independent and objective assurance on the quality and relevance of its science strategy and delivery.

1 PROGRAMME OF WORK

- 1.1 The Work shall be carried out in accordance with the proposal attached at Annex 1. The Work shall be undertaken in accordance with the terms of reference of SEAC and any specific instructions accompanying each request for advice/support.

2 DURATION AND BREAK

- 2.1 The Work shall commence on 01/04/2016 for a period of four years, and subject to Clause 2.2 below, will terminate on 31/03/2020.
- 2.2 The Contract is subject to annual review and HSE may terminate the Contract on its first or second anniversary by giving the Contractor written notice to expire at the end of 28 days and upon expiration of the notice the Contract shall be terminated. Termination shall be without prejudice to the rights of HSE accrued to the date of termination.

3 COSTS

- 3.1 The total amount paid by the HSE to the Contractor under this Agreement shall be £4000 per annum, not including travel and subsistence.
- 3.2 Subject to Clause 4.4, actual and reasonable travel and subsistence costs shall also be payable, up to a limit of £1000.00 per annum. Claims should be in line with HSE Travel and Subsistence rates attached as Annex 2.
- 3.3 Claims for travel and subsistence shall also be supported by receipts which must accompany the copy invoice sent to the HSE Contract Manager (see Clause 4.4 below).

4 PAYMENTS

- 4.1 All invoices raised must include the relevant Purchase Order number which will be issued by HSE Commercial Services. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted to the following address:

SSCL Accounts Payable Team
Room 6124
Tomlinson House
Norcross
Blackpool
FY5 3TA

- 4.2 Claims should be rendered to HSE by way of the Contractor's invoice, submitted in accordance with the Invoice Schedule at Annex 3. Invoices should clearly state which period they relate to, the cost of any travel and subsistence being claimed and any VAT properly chargeable.
- 4.3 Any variation to the Invoice Schedule shall be notified to HSE and a revised Invoice Schedule provided.
- 4.4 The Contractor shall send a copy invoice to the HSE Contract Manager identified at Clause 5. Receipts for travel and subsistence claims must be attached to the copy invoice. The HSE Contract Manager will be responsible for acceptance of the invoice.
- 4.5 The Accounts Payable Team shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

5 CONTRACT MANAGER

- 5.1 HSE's Contract Manager for this work is:

Mrs. Linda Heritage
Health and Safety Executive
Foundry House
3 Millsands
Riverside Exchange
Sheffield S3 8NH
Tel: 0114 2912452

Email: Linda.heritage@hse.gsi.gov.uk

6 TAX STATUS

- 6.1 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.
- 6.2 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.
- 6.3 HSE may, at any time during the term of this contract, request that the Contractor provides information which demonstrates how it, or its staff, complies with Clauses 6.1 and 6.2 above or why those Clauses do not apply to it.
- 6.4 A request under Clause 6.3 above may specify the information which the Contractor, or its staff, must provide and the period within which that information must be provided.
- 6.5 HSE may terminate this contract if
- a) in the case of a request mentioned in Clause 6.3 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 6.1 and 6.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 6.4 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 6.1 and 6.2 apply the Contractor, or its staff, is not complying with those Clauses.
- 6.6 HSE may supply any information which it receives under Clause 6.3 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.

7 ACCESS TO HSE PREMISES

- 7.1 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.
- 7.2 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>

8 CONFIDENTIALITY

- 8.1 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.
- 8.2 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).
- 8.3 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 8.3(a) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement; 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 Agreement,

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.

9 PUBLICATION

- 9.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (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.
- 9.2 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.
- 9.3 HSE may consult with the Contractor to inform its decision regarding any redactions but HSE shall have the final decision in its absolute discretion.
- 9.4 The Contractor shall assist and co-operate with HSE to enable HSE to publish this Contract.

10 VARIATION TO CONTRACT

- 10.1 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.
- 10.2 Any agreed changes to the Contract or Programme of Work will be in the form of an Amendment, which will be raised and issued by the HSE Procurement Unit.

11 GOVERNING LAW

- 11.1 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.

12 TERMINATION

- 12.1 This contract may be terminated by either party by giving one months notice. In the event of termination HSE shall provide the contractor with any reimbursement of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 3 above.

As Witnessed at the Hands of the Parties

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN AGREED :

Signature

Name in Capitals

Position

Date

Duly authorised to sign on behalf of

EMERITUS PROFESSOR LEN LEVY
435 Streetsbrook Road, Solihull B91 1RB

Signature

Name in Capitals

Position COMMERCIAL SERVICES MANAGER

Date

Duly authorised to sign on behalf of the

HEALTH AND SAFETY EXECUTIVE
Procurement Unit, Building 6.4, Redgrave Court, Merton Road, Bootle, Merseyside
L20 7HS

Annex 1

Science and Engineering Assurance Committee Remit and Terms of Reference

Role and remit of the Committee

The Committee will use its scientific and engineering expertise to give the HSE Board and the Chief Executive Officer independent and objective assurance on the quality and relevance of its science strategy and delivery.

All members have a high level of expertise and are recognised as leaders in their fields. They have been drawn from relevant science and engineering disciplines, and are required to prepare for and attend up to four Committee Sessions each year, and conduct one deep-dive review each year.

Appointments to the Committee are normally for four years.

Terms of Reference of the Committee

The Science and Engineering Assurance Committee is a formally constituted committee of the HSE Board.

It provides assurance to the HSE Board by scrutinising and advising on the following:

- the development and subsequent delivery of a Science and Engineering strategy aligned to HSE's overall strategic objectives;
- the proposed scientific objectives for the coming business year;
- the progress against scientific objectives at the end of the business year;
- the science and engineering outputs;
- a rolling quinquennial review to ensure that HSE's scientific activities and outputs compare favourably with the work of similar organisations in the UK and overseas.

The Committee will review its own effectiveness and its Terms of Reference on an annual basis and report the results of that review to the HSE Board.

Accountability

The Committee fulfils an assurance function and is accountable to the HSE Board. It has no decision- making powers.

The Committee is not a Scientific Advisory Committee - as defined by the Government Chief Scientific Adviser - but will operate in accordance with the Code of Practice for Scientific Advisory Committees (CoPSAC).

Composition of the Committee

The Committee is chaired by a non-executive member of the HSE Board. The remaining members are four independent, external experts drawn from relevant science and engineering disciplines who are recognised as leaders in their fields.

HSE's Chief Scientific Adviser / Director of Research attends meetings but is not a member.

Secretariat

The Committee is provided with a secretariat by HSE's Chief Scientific Adviser's Office. Their role is to organise and support the meetings as well as providing logistical support to the Chair and Committee in matters of administration and protocol.

The Work Programme

SEAC will agree a programme of work and reviews which is expected to cover:

- The HSE Science Strategy and Science Plan
- How research questions are agreed and the work is commissioned
- How research is conducted and the quality of this work
- How research outputs are delivered, including the quality of publications and other knowledge transfer activity
- How work is evaluated and how impact is demonstrated
- The state of the science professions and professional issues in HSE
- Deep-dive reviews into aspects of HSE's scientific activity

Working methods and time commitment

Committee members are expected to prepare for and attend up to four Committee Sessions each year and prepare for and conduct one deep-dive review each year.

Members are expected to play a full role in the meetings and reviews each year; they must prepare properly for these sessions, make a constructive contribution to discussions and share collective responsibility for producing the assurance statements for the HSE Board. Outside Committee Sessions, Members are expected to devote time to taking forward actions arising from meetings. They must also be prepared to respond to reasonable requests from the Committee Chair on urgent matters.

The HSE Chair, HSE Board or the Chief Executive may ask the Committee to convene further meetings to discuss particular issues on which they want the Committee's assurance.

The HSE Chair and the Chief Executive may attend any meeting that they wish. Other HSE officials relevant to the discussion will also attend.

Minutes will be produced for each meeting and will be formally signed off at the following meeting.

Meetings will be arranged at HSE offices, or the Health and Safety Laboratory in Buxton or other government buildings in central locations. Meetings may also be organised as multi-location video conferences using facilities at HSE regional offices.

Reporting

Copies of the Committee minutes will be sent to all HSE Board members after each meeting.

The Chair of the SEAC reports at least annually to the HSE Board and by exception after SEAC meetings.

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: Schedule of payments

It is envisaged that invoices will be submitted quarterly in arrears:

Eg submit an invoice in April for expenditure incurred from 1 January to 31 March,
submit an invoice in July for expenses incurred 1 April to 30 June,
submit an invoice in October for expenses incurred 1 July to 30 September,
submit an invoice in January for expenses incurred 1 October to 31 December