To Be Quoted On All Correspondence



### CONTRACT

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

**PROCUREMENT UNIT**

**BUILDING 2.3**

**REDGRAVE COURT**

**MERTON ROAD**

**BOOTLE**

**MERSEYSIDE, L20 7HS**

**and**

**MR JON YORKE**

**1 JOSEPHINE CRESCENT**

**KALAMUNDA 6076**

**WESTERN AUSTRALIA**

**DIVER COMPETENCE THEORY**

**ASSESSMENT SYSTEM (DCTAS) 2024 - 2027**

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) **MR JON YORKE** of 1 Josephine Crescent, Kalamunda 6076, Western Australia (hereinafter ‘the Contractor’ of the other part), in accordance with the details, terms and conditions stated herein.

**WHEREAS**

The Contractor was selected to provide expertise in order to maintain and develop the existing DCTAS examination system.

**1 GENERAL CONDITIONS**

1.1 The Clauses in this Contract will govern all Purchase Orders placed against it.

**2 PROGRAMME OF WORK**

2.1 The Contractor shall provide maintenance and development of the existing DCTAS system to enable HSE to meet its regulatory obligations.

**3 DURATION**

3.1 The Work shall deemed to have commenced on 01 June 2024 and shall be completed by 31 May 2027.

**4** **COSTS**

4.1 The total amount to be paid by the HSE to the Contractor under this Contract shall not, without the prior written agreement of the HSE, exceed £18,000.00 excluding VAT.

**5 INVOICING AND PAYMENTS**

5.1 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](mailto:APinvoices-HAS-U@gov.sscl.com)

5.2      Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.

5.3      HSE shall make payment of agreed costs, in arrears, within 30days of the acceptance of the invoice.

5.4     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.

**6 PROJECT PROGRESS REPORTS**

6.1 At quarterly intervals, **or whenever an invoice is submitted for payment**, the Contractor shall supply to the HSE, at the address given AT 5.1, a project progress report in accordance with the guidelines detailed at Annex 2.

**7 CONFIDENTIALITY**

7.1 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.

7.2 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).

7.3 HSE may disclose the Confidential Information of the Contractor:

### on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;

### to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

### to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

### on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause e 7.3(a) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;

### on a confidential basis for the purpose of the exercise of its rights under this Agreement; or

### 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.

**8 PUBLICATION**

8.1 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.

8.2 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.

8.3 HSE may consult with the Contractor to inform its decision regarding any redactions but HSE shall have the final decision in its absolute discretion.

8.4 The Contractor shall assist and co-operate with HSE to enable HSE to publish this Contract.

**9 VARIATION TO CONTRACT**

9.1 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.

9.2 Any agreed changes to the Contract or Schedule A (Programme of Work) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Procurement Unit.

**10 TERMINATION**

10.1 this contract may be terminated by either party by giving one months written notice. In the event of termination by HSE, the contractor shall provided with any re-imbursement of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 4 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

**MR JON YORKE**

1 Josephine Crescent, Kalamunda 6076, Western Australia

|  |  |
| --- | --- |
| 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**

**PROGRAMME OF WORK**

The Contractor shall undertake the following Programme of Work titled **Diver Competence Theory Assessment System (DCTAS), Proposals for**

**System Administration, Maintenance, and Development** a copy of which is embedded within this Schedule A :

**Annex 1**

**INVOICE SCHEDULE**

Payments in respect of the Work carried out shall be claimed by the Contractor in accordance with the following schedule:

**INVOICING SCHEDULE AND CONTRACT VALUE**

The contract value is GBP 18,000 over the three-year period, commencing 1 June 2024 and concluding on 31 May 2027.

Invoices will be raised at the end of each three-month reporting period. Invoices will be accompanied by a report outlining the work completed during this period.

**Annex 2**

**PROJECT PROGRESS REPORTS**

Within the Project Progress Report, you should seek to provide HSE with an assurance about the status of the project in terms of progress towards delivering the required work to the agreed quality, within agreed timescales and cost. Where you cannot provide this assurance, you should clearly detail the corrective action you are taking to address any shortcomings. **You must submit the report in the format detailed below**. You must answer all questions. Where appropriate you may provide additional information (Gantt charts, etc.).

**NB - Invoices submitted without a properly completed Progress Report will be rejected.**

**Required format for progress reports:**

**Contract number:** XXXX

**Contract title:** XXXX

**Contract start date:** XXXX

**Contract end date:** XXXX

**Period covered by the report:** dd/mm/yy to dd/mm/yy

**Period covered by the invoice accompanying this report:** dd/mm/yy to dd/mm/yy

**Project Status**

**Milestones**

1. What milestones were successfully delivered during this reporting period?

Please provide brief details.

1. What milestones were due to be delivered during this reporting period, but were not?

Please provide brief details, explain why they were not delivered and proposed action.

**Work completed – Link to tasks identified in the project proposal where appropriate**

1. What tasks have been completed during this reporting period?

Please provide brief details.

**Overall progress**

1. Has there been any slippage up to this point, against anticipated progress?

If the answer is Yes, please provide full details.

1. Can the slippage be successfully addressed in a manner that will allow successful delivery of this project to the quality and timescales agreed in the contract?

If the answer is yes, please provide full details of how it is planned to do so.

6. Are the project costs likely to remain within the contracted amount?

If the answer is No, please provide details.

If you have indicated that the project cannot be completed to time/quality/cost you should contact the HSE project officer (identified in Annex 1 of the contract) without delay to discuss the way forward and agree whether any formal action is required to amend the contract.

**Work to be undertaken – Link to tasks identified in the project proposal where appropriate**

7. Please provide a brief description of the work to be undertaken in the next reporting period?

**Additional information**

Do you consider there are any other factors that may hinder the successful delivery of this project? e.g. technical difficulties, personnel changes, innovations, requirement for further HSE input, etc.

**Signed: XXXX**

**Date: XXXX**