



**FORM OF AGREEMENT**

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

**and**

**ATKINS LIMITED**

**for**

**Discovering Safety Phase 2**

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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

**ATKINS LIMITED**, company registration number **688424** and whose registered office is at **Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW** (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 a direct award to contribute to the delivery of the Discovering Safety Phase 2 work.

## **1 GENERAL CONDITIONS**

- 1.1 This Contract will be subject to the HSE Terms and Conditions of Contract for the Provision of Services, attached as Schedule B.

## **2 STATEMENT OF SERVICE REQUIREMENTS**

- 2.1 The Contractor will carry out on behalf of the HSE a Statement of Service Requirement (hereinafter called the "Services") as detailed in Schedule A to this Contract.
- 2.2 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.
- 2.3 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.

## **3 MANAGEMENT OF THE CONTRACT**

- 3.1 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.
- 3.2 The Services will be monitored by the Contract Manager who will also evaluate the provision at regular intervals over the duration of this Agreement.
- 3.3 In all cases, both parties will work within the agreed timescales/constraints and costs outlined at the beginning of the commission.
- 3.4 Meetings will be held at least monthly to monitor progress as described in Schedule A.

#### 4 DURATION

- 4.1 The Services shall commence on **28<sup>th</sup> September 2020** and shall be completed by **31<sup>st</sup> March 2021**, for a total of 68 days across 29 weeks. An option to extend, if needed, by a further 2 years in yearly increments, subject to the written agreement of both parties in line with the Variation to Contract Clause at item 11.
- 4.2 An option is available to add additional members to the work, subject to the written agreement of both parties in line with the Variation to Contract Clause at item 11 and the costings agreed below.

#### 5 COSTS

- 5.1 The total amount to be paid by the HSE to the Contractor for the Services shall not exceed £57,800, exclusive of VAT, in the first instance. Breakdown of rates;

Role	Rate
Director	£ 1,250.00
Associate	£ 1,050.00
<b>Principal</b>	<b>£ 850.00 per day x 68 days</b>
Senior	£ 750.00
Junior	£ 650.00
Graduate	£ 550.00

- 5.2 Any additional costs for subsequent work or additional members will be agreed in advance with the HSE Contract Manager and subject to clause 11 Variation to Contract, and where appropriate shall not exceed £22,200.
- 5.3 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.
- 5.4 The rates in clause 5.1 are valid to 31 March 2021 and are subject to review and adjustment on 1 April 2021 and annually thereafter. Any adjustment of the rates or allocation of staff to the role categories will be at the discretion of Atkins Limited. Any adjustment to the rates in Clause 5.1 must be agreed by HSE prior to implementation and must be in line with RPI.

#### 6 IR35 – INTERMEDIARIES LEGISLATION

- 6.1 HSE has undertaken an IR35 assessment of this engagement, and the HMRC online assessment tool determined that IR35 does not apply to this engagement.

## **7 INVOICING AND PAYMENTS**

- 7.1 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)
- 7.2 The Contractor shall send a copy invoice along with details of time and expenses incurred performing the Services to the HSE Contract Manager identified at Annex 1.
- 7.3 The Contractor shall submit invoices each calendar month for Services provided in arrears.

## **8 DELIVERABLES**

- 8.1 As set out in Schedule A.

## **9 CONFIDENTIALITY**

- 9.1 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.
- 9.2 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).
- 9.3 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.

## **10. TRANSPARENCY**

- 10.1 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.
- 10.2 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.
- 10.3 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.

## **11 VARIATION TO CONTRACT**

- 11.1 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.

## **12 TERMINATION**

- 12.1 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 5 above.

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

### **ATKINS LIMITED**

Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW

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 provide services as described in the embedded Word document below [file name "Discovery Safety Phase 2 Project Task"].





**Service Contract No. 1.11.4.3681.**

**Schedule B**

## **HSE TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES**

Please see the attached document containing the HSE Terms and Conditions of Contract for the Provision of Services



TC'S Lloyds Register  
- Atkins .docx

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
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Over 10,000 miles per financial year	25p per mile
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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
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More than 10 hours and up to 12 hours	Actual costs up to £10.00
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More than 12 hours	Actual costs up to £16.00
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### 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
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Meal Two	Actual costs up to £15.00
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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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