



**Imperial College
London**

CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

IMPERIAL COLLEGE LONDON

for

**CONTRIBUTION TO THE NATIONAL CORE STUDY ON
TRANSMISSION OF SARS-COV-2 THEME 5 EM39 and EM59**

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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

IMPERIAL COLLEGE LONDON, company registration number **04465125** and whose registered office is at **Department of Infectious Disease, Faculty of Medicine, St Marys Medical School, Norfolk Place W2 1PG** (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 – EM39 and EM59.

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.

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, 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.
- 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 January 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 **£918,492.39** exclusive of VAT, broken down as follows:-
- £45,451.99 for 1st January 2021 to 31st March 2021; and
 - £873,040.40 for 1st April 2021 to 31st March 2022.
- 6.2 Payment will be made quarterly in arrears upon successful completion and HSE's acceptance of each deliverable.
- 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
- 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 and Objectives as detailed in Schedule A (Statement of Service Requirements) and Imperial College London's proposal attached as Schedule B:-

- Theme 5.

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.
- 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-imburement 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

SIGNATORIES

Signature _____

Name in Capitals _____

Position _____

Date _____

Duly authorised to sign on behalf of

IMPERIAL COLLEGE LONDON

Department of Infectious Disease, Faculty of Medicine, St Marys Medical School, Norfolk Place W2 1PG

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

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 Deliverables v 21

Schedule B

IMPERIAL COLLEGE LONDON

The Contractor shall undertake HSE's Statement of Service titled **Imperial T5**, as per their proposal detailed in the document below.



2122 Supplementary
Data-Imperial 12.5.2



Imperial T5 2020
2022.docx

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



1.11.4.3941. -
National Covid Proje

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 Robert Scott: +44(0) 20 7594 3502, dpo@icl.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	The Parties acknowledge that for the purpose of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1
Subject matter of the processing	Using data from a human challenge model to be funded from other sources, we will calculate a minimum infectious human dose of SARS-Cov-2 virus. The model protocol is to infect antibody negative individuals with increasing doses of virus starting at 10 ² infectious units (measured as TCID ₅₀). Ten individuals in total will be challenged with ascending doses of virus until a 70% infection rate is achieved. Using virological data we will ascertain infection rates and calculate a human infectious dose.
Duration of the processing	1 st January 21- 31 st July 21
Nature and purposes of the processing	We will collect air and environment samples from the volunteers daily after inoculation. We will also ask the volunteers to wear the breath sampling masks for 30 minutes each day. The purpose of this is to obtain viral RNA and infectious virus from the environment and masks to be quantified by RTPCR and infectivity assays in Vero cells. As part of the PROTECT study we will collate the data and correlate the timing of emission of virus with recorded symptoms and virology from the volunteers, and compare with the data for animal experiments
Type of Personal Data	No personal data

Description	Details
Categories of Data Subject	Clinical trial volunteers
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	The data you received will be anonymised and no personal data will be transferred.

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 5 – 2020/2021

Theme 5 - Imperial 2020/2021		
Work	Details	Cost
1.0 Establishment of hamster model for direct contact transmission: end March 2021	Salaries	£10,409.84
	Travel & Equipment	£2,903.64
	Directly Allocated	£2,871.70
	Indirect Charges	£7,992.63
	Total	£24,177.81
2.0 Hamster infectious dose: end March 2021	Salaries	£10,409.84
	Travel & Equipment	£0.00
	Directly Allocated	£2,871.50
	Indirect Charges	£7,992.63
	Total	£21,273.97
TOTAL		£45,451.99

THEME 5 – 2021/2022

Theme 5 - Imperial 2021/2022		
Work	Details	Cost
1.0 - 20/21 Establishment of hamster model for direct contact transmission: end March 2021	Salaries	£10,409.66
	Travel & Equipment	£836.00
	Directly Allocated	£7,326.26
	Indirect Charges	£7,992.63
	Total	£26,564.58
2.0 – 20/21 Hamster infectious dose: end March 2021	Salaries	£10,409.66
	Travel & Equipment	£836.03
	Directly Allocated	£7,326.26
	Indirect Charges	£7,992.63
	Total	£26,564.58

Theme 5 - Imperial 2021/2022		
Work	Details	Cost
1.0 Hamster model for respiratory droplet transmission: end June 2021	Salaries Travel & Equipment Directly Allocated Indirect Charges Total	£6,932.50 £69,699.27 £9,200.23 £4,671.00 £90,503.00
2.0 Human infectious dose: end June 2021	Salaries Travel & Equipment Directly Allocated Indirect Charges Total	£6,932.50 £23,460.67 £9,200.23 £4,670.60 £44,264.00
3.0 Comparison of transmission of variant virus: B.1.1.7 end of September 2021	Salaries Travel & Equipment Directly Allocated Indirect Charges Total	£16,638.00 £69,699.17 £11,547.40 £11,187.93 £109,072.50
4.0 Kinetic of virus emission from infected humans: end September 2021	Salaries Travel & Equipment Directly Allocated Indirect Charges Total	£16,638.00 £23,460.56 £11,547.40 £11,187.93 £62,833.89
5.0 Timing of contagiousness in hamster model: end December 2021	Salaries Travel & Equipment Directly Allocated Indirect Charges Total	£32,813.57 £69,699.17 £15,459.10 £22,101.23 £140,073.07
6.0 Tropism in hamster model end December 2021	Salaries Travel & Equipment Directly Allocated Indirect Charges Total	£32,813.57 £69,699.17 £15,459.10 £22,101.23 £140,073.07

Theme 5 - Imperial 2021/2022		
Work	Details	Cost
7.0 Dose of virus transmitted by different routes: end March 2022	Salaries	£81,341.00
	Travel & Equipment	£69,699.17
	Directly Allocated	£27,194.53
	Indirect Charges	£54,857.01
	Total	£233,091.71
TOTAL		£873,040.40

Annex 1

CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
Contract Managers / Technical Queries	