

Service Contract No. 1.11.4.3919.

To Be Quoted On All Correspondence



SUB-CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

UNIVERSITY OF UTAH

for

Project (PE08600) Discovering Safety Phase 2 work

CONTENTS

| Clause | Clause No. |
|--------------------------------------------------|-----------------------------------------------------------------------|
| General Conditions | 1 |
| Entire Agreement | 2 |
| Statement of Service Requirements | 3 |
| Management of the Contract | 4 |
| Duration | 5 |
| Costs | 6 |
| IR35 – Intermediaries Legislation | 7 |
| Tax Status | 8 |
| Invoicing and Payments | 9 |
| Deliverables | 10 |
| Reports | 11 |
| Intellectual Property | 12 |
| Access to HSE Premises | 13 |
| Use of HSE'S Equipment, Apparatus and Facilities | 14 |
| Confidentiality | 15 |
| Publication | 16 |
| Transparency | 17 |
| Variation | 18 |
| Governing Law | 19 |
| Termination | 20 |
| Signatories | |
| Schedules and Annexes | |
| Schedule A | STATEMENT OF SERVICE REQUIREMENT |
| Schedule B | HSE TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES |

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| | |
|---------|-------------------------------------|
| Annex 1 | CONTACT LIST |
| Annex 2 | HSE UK TRAVEL AND SUBSISTENCE RATES |

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

UNIVERSITY OF UTAH, whose registered office is at 375 Chipeta Way, Suite A, Salt Lake City, Utah, UT84108 (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. 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 Service Requirement (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.
- 3.4 Milestones and Completion dates, within Schedule A, to be adhered to. Any changes require approval from the HSE Contract Manager.

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 at regular intervals over the duration of this Agreement.
- 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

- 4.1 The Services shall commence on **26th March 2021** and shall be completed by **31st December 2021**. An option to extend, if needed, by a further year in quarterly increments, subject to the written agreement of both parties in line with the Variation to Contract Clause at item 18.

6 COSTS

- 6.1 The total amount to be paid by the HSE to the Contractor for the Services shall not exceed £22,000, exclusive of VAT, in the first instance.
- 6.2 Any additional costs for subsequent work or additional members will be agreed in advance with the HSE Contract Manager and subject to Clause 18 Variation to Contract.
- 6.3 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.

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.
- 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 As set out in Schedule A.

11 REPORTS

- 11.1 Any Report produced by the Contractor for HSE as part of the Work ("a Report") may be freely published by HSE subject to the following provisions of this clause.
- 11.2 HSE shall not without the prior written agreement of the Contractor:
- (a) publish a Report in any abridged or altered form;
 - (b) use a Report for the settlement of any civil dispute or action;
 - (c) publish a Report in part or whole in connection with any prospectus, advertisement, sales literature or any similar material.

12 INTELLECTUAL PROPERTY

- 12.1 Your attention is drawn to clauses E8 within Schedule B of the attached standard Terms and Conditions of Contract.

13 ACCESS TO HSE PREMISES

- 13.1 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.
- 13.2 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>

14 USE OF HSE'S EQUIPMENT, APPARATUS AND FACILITIES

- 14.1 If HSE is required to loan to the Contractor equipment, apparatus or facilities which are the proprietary belongings of HSE, and which are to be used outside of HSE's premises, and which shall hereinafter be collectively known as the Kit, the loan of the Kit by HSE to the Contractor shall be subject to the conditions specified at (a), (b), (c), and (d) as written below:
- (a) the Contractor shall indemnify HSE against the cost of replacing the Kit if it is lost or stolen during the period of loan;
 - (b) the Contractor shall indemnify HSE against the cost of repairing any damage caused to the Kit during the period of loan or if the Kit is rendered beyond economical repair, against its replacement value;

- (c) the Contractor shall indemnify HSE against any third-party claim brought against HSE unless such claims shall arise by reason of the negligence of HSE;
 - (d) the Contractor shall have sufficient insurance to cover the costs of any claims which may be made by HSE in accordance with any or all of sub-clauses (a), (b) and (c) as above written.
- 14.2 If HSE is required to loan to the Contractor equipment, apparatus or facilities for use at their premises, the 'Standard Conditions for the Hire of HSE's Laboratory Facilities' shall apply; a copy of which can be obtained on request.
- 14.3 Ownership of all equipment, apparatus, and facilities utilised by HSE in the performance of the Work shall remain vested in HSE.
- 14.4 HSE will pay any shipment costs occurred. This will include shipping to and from the contractor's premises.

15 CONFIDENTIALITY

- 15.1 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.
- 15.2 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).
- 15.3 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 15.3 (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.

16 PUBLICATION

- 16.1 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.
- 16.2 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.
- 16.3 HSE may consult with the Contractor to inform its decision regarding any redactions but HSE shall have the final decision in its absolute discretion.
- 16.4 The Contractor shall assist and co-operate with HSE to enable HSE to publish this Contract.

17 TRANSPARENCY

- 17.1 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.
- 17.2 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.
- 17.3 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.

18 VARIATION TO CONTRACT

- 18.1 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.

- 18.2 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.

19 GOVERNING LAW

- 19.1 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.

20 TERMINATION

- 20.1 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-imbusement of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 6 above.
- 20.2 Where the work is discontinued at the insistence of the contractor, HSE shall be charged only for such part, if any, of the Work as has been completed and can be utilised by HSE. Where the Work is discontinued at the insistence of HSE, HSE will be charged in respect of all work carried out and costs incurred by the contractor on the Work.

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

UNIVERSITY OF UTAH

375 Chipeta Way, Suite A, Salt Lake City, Utah, UT84108

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 "Protocol_testing_of_samplers_Project_Utah_University_Contractor_v2"].



Protocol_testing_of
_samplers_Project_U

Service Contract No. 1.11.4.3919.

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



HSEs Terms and
Conditions - UoU.doc

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 or £70.00 per night elsewhere |
|------------------------------------------------------|----------------------------------------------------------------|