

CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

NPIS EDINBURGH ROYAL INFIRMARY OF EDINBURGH 51 LITTLE FRANCE CRESCENT EDINBURGH EH16 4SA

for

PROVISION OF UK-WIDE MONITORING SCHEME FOR ILL HEALTH INCIDENTS RELATED TO PESTICIDES AND BIOCIDES

CONTENTS

Clause	Clause No.
General Conditions	1
Entire Agreement	2
Statement of Service Requirements	3
Management of the Contract	4
Duration	5
Costs	6
Invoicing and Payments	7
Deliverables	8
Variation to Contract	9
Termination	10
Signatories	

Schedules and Annexes

Statement of Service Requirement HSE Standard Terms and Conditions Schedule A Schedule B

Annex 1 **Contact List**

Contract No. 1.11.4.3035.

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

NPIS EDINBURGH, whose registered office is at Royal Infirmary of Edinburgh, 51 Little France Crescent, Edinburgh, EH16 4SA (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 quotation exercise to deliver a UKwide Monitoring Scheme for ill health incidents related to pesticides and biocides

1 GENERAL CONDITIONS

1.1 This Contract will be subject to the Terms and Conditions stated herein. The Clauses in this Contract 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 supersedes 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.
- 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.

4 MANAGEMENT OF THE CONTRACT

4.1 The Contract Managers responsible for liaison and delivery of the services are identified at Annex 1.

5 DURATION

5.1 The Services shall commence on 01 April 2018 and shall be completed by 31 March 2021, with the option to extend up to a maximum of 2 years, in yearly increments.

6 COSTS

6.1 The total amount to be paid by the HSE to the Contractor for the services shall not exceed £299,704.00, exclusive of VAT, broken down as follows:

2018/19	2019/20	2020/21	Total (3-yrs)
108,592	95,081	96,031	£299,704

6.2 Any additional costs will be agreed in advance and in writing with the HSE Contract Manager and subject to clause 9 Variation to Contract.

7 INVOICING AND PAYMENTS

7.1 All invoices raised <u>must</u> 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 electronically in pdf format to the following address:

APinvoices-HAS-U@sscl.gse.gov.uk

- 7.2 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.
- 7.3 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 7.4 Shared Services shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

8 DELIVERABLES

8.1 The Contractor shall provide a UK-wide Monitoring Scheme for ill health incidents related to pesticides and biocides.

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 (Statement of Service Requirement) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Commercial Services.

Contract No. 1.11.4.3035.

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 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 6 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 si NPIS EDINBURGH Royal Infirmary of Ed 4SA	ign on behalf of dinburgh, 51 Little France Crescent, Edinburgh, EH16
Signature	
Name in Capitals	
Position	Commercial Services Manager
Date	

Duly authorised to sign on behalf of the

HEALTH AND SAFETY EXECUTIVE

Commercial Services, Building 6.4, Redgrave Court, Merton Road, Bootle, Merseyside L20 7HS

Schedule A

STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following Statement of Service titled Provision of UK-wide Monitoring Scheme for ill health incidents related to pesticides and biocides, Project Proposal for 01/04/2018 to 31/03/2021 (+/- 01/04/2021 – 31/03/2023), dated 04 October 2017:



Annex 1

CONTACT LIST

HSE Contacts	Contractor Contacts			
Contractual Queries				
Contract Managers / Technical Queries				