

Contract Ref: 1.11.4.3575.

To Be Quoted on All Correspondence



CONTRACT
between
THE HEALTH AND SAFETY EXECUTIVE
and
GLAPWELL CONTRACTING SERVICES
for
THE DESIGN AND MANUFACTURE OF A PRESSURE VESSEL

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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

GLAPWELL CONTRACTING SERVICES whose registered office is at Newbridge Works, Whitting Valley Road, Old Whittington, Chesterfield S41 9EY (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor was successful to support HSE with the Design and Manufacture of a Pressure Vessel.

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 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 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 PHASE 1 & PHASE 2 REQUIREMENTS

- 4.1 The Contractor will be required to complete this requirement in two parts - Phase 1 Design of the Pressure Vessel and, Phase 2 Build of the Pressure Vessel.
- 4.2 Phase 1 – Design of the Pressure Vessel, shall be undertaken in discussions with the HSE Contract Manager. All meetings and discussions regarding this Phase shall not be completed until both parties have signed this contract.
- 4.3 Phase 2 – Build of the Pressure Vessel, shall not commence until the successful completion of Phase 1 and confirmation from the HSE Contract Manager that HSE is in a position to commence the build.
- 4.4 Due to the COVID-19 pandemic, Phase 2 is likely to be delayed quite significantly.
- 4.5 In the unlikely event that Phase 2 has to be put on hold or cancelled, HSE may look to terminate this contract. In this event HSE will reimburse Glapwell for all work completed to that date. Full details and proof of costs should be submitted to the HSE Contract Manager for confirmation and approval.
- 4.5 The Contractor acknowledges and agrees that HSE cannot guarantee any volumes of work following the completion of Phase 1.

5 MANAGEMENT OF THE CONTRACT

- 5.1 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.
- 5.2 The Services will be monitored by the Contract Manager who will also evaluate the provision on completion.
- 5.3 In all cases, both parties will work within the agreed timescales/constraints and costs outlined at the beginning of the commission.

6 DURATION

- 6.1 The Services shall commence on **4th May 2020** and shall be completed by **5th June 2020**.
- 6.2 In the event that this contract has to be put on hold, an extension period may be put in place, upon the agreement of both parties.

7 COSTS

- 7.1 The total amount to be paid by the HSE to the Contractor for the Services shall be as follows:-
 - a) Phase 1 = **£2,500.00** inclusive of VAT; and

b) Phase 2 = **£50,000.00** inclusive of VAT.

The costs for Phase 2 will be confirmed once the Design of the Pressure Vessel has been agreed by all parties.

However, it is agreed that the overall costs for this whole project shall **not exceed £52,500.00**, inclusive of VAT.

7.2 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to Clause 17 Variation to Contract.

7.3 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.

8 IR35 – INTERMEDIARIES LEGISLATION

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

9 TAX STATUS

9.1 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.

9.2 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.

9.3 HSE may, at any time request that the Contractor provides information which demonstrates how it, or its staff, complies with Clauses 9.1 and 9.2 above or why those Clauses do not apply to it.

9.4 A request under Clause 9.3 above may specify the information which the Contractor, or its staff, must provide and the period within which that information must be provided.

9.5 HSE may terminate this contract if

(a) in the case of a request mentioned in Clause 9.3 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 9.1 and 9.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 9.4 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 9.1 and 9.2 apply the Contractor, or its staff, is not complying with those Clauses.
- 9.6 HSE may supply any information which it receives under Clause 9.3 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.

10 INVOICING AND PAYMENTS

- 10.1 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.
- 10.2 Invoices should be submitted electronically in PDF format to APinvoices-HAS-U@gov.sscl.com.
- 10.3 The Purchase Order will be raised once both parties have signed this contract.
- 10.4 If HSE have not made you aware of the Purchase Order Number 4 weeks following signature of this contract, please contact the HSE Contract Manager identified at Annex 1.
- 10.5 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 10.6 HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.
- 10.7 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.

10.8 Invoice Milestones will be as laid out below: -

Invoice	Milestone	Date	Amount
1	On satisfactory completion of Phase 1 – Design of the Pressure Vessel	Expected 8 th June 2020	£2,500.00 (inc. VAT)
2	Purchase of Raw Materials for Phase 2 - Build of the Pressure Vessel (no more than 250%)?	30 th October 2020	£25,000.00* (inc. VAT)
3	Final Delivery of Pressure Vessel	30 th December 2020	£25,000.00* (inc. VAT)
Total			£52,500.00* (inc. VAT)

*These costs will be confirmed once the Design of the Pressure Vessel has been agreed by all parties.

11 DELIVERABLES

11.1 The Contractor shall work with HSE to Design and Manufacture a Pressure Vessel as per HSE's specification and Glapwell Contracting Services' proposal as laid out in Schedule A.

12 INTELLECTUAL PROPERTY

12.1 Your attention is drawn to clauses E8 within Schedule B of the attached standard terms and conditions.

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 CONFIDENTIALITY

14.1 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.

14.2 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).

14.3 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.

15 PUBLICATION

15.1 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.

15.2 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.

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

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

16 TRANSPARENCY

- 16.1 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.
- 16.2 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.
- 16.3 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.

17 VARIATION TO CONTRACT

- 17.1 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.
- 17.2 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.

18 GOVERNING LAW

- 18.1 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.

19 TERMINATION

- 19.1 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 7 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

GLAPWELL CONTRACTING SERVICES

Newbridge Works, Whitting Valley Road, Old Whittington, Chesterfield S41 9EY

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

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Schedule A

STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following Statement of Service:



Schedule A -
Statement of Service

Contract Ref: 1.11.4.3575.

Schedule B

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



Schedule B - Terms
and Conditions of Conl

Schedule C

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 (delete once completed).

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:
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	Design and Build of a bespoke Hydrogen Pressure Vessel
Duration of the processing	4 th May 2020 to 31 st December 2020
Nature and purposes of the processing	The bespoke details and design for a Pressure Vessel as part of the Hytunnel-CS Project
Type of Personal Data	Work contact details of those working on the Design and Build of the Hydrogen Pressure Vessel, from both HSE and Glapwell
Categories of Data Subject	Full Name Work Address Work Telephone No. Work Email Address
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	Under the Terms of this Contract, the Intellectual Property Rights (IRP) relating to the Design of the Hydrogen Pressure Vessel will be owned and maintained by HSE. Upon completion of the contract Glapwell, should transfer all design paperwork to HSE.

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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