



**Service Level Agreement
Between
Office for National Statistics
and
Health and Safety Executive
For**

**Services associated with the provision of
Labour Force Survey (LFS)**

Office for National Statistics
Government Buildings
Cardiff Road
Newport
Gwent
NP10 8XG

Agreement Reference: BDST 22/0019

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This Agreement is made

BETWEEN

The Office for National Statistics (ONS), the executive office of The UK Statistics Authority ("**Authority**"), whose registered address is Government Buildings, Cardiff Road, Newport, South Wales NP10 8XG. The UK Statistics Authority is the name for the department called The Statistics Board in the Statistics and Registration Service Act 2007.

and

Health and Safety Executive, ("Customer"), whose principal office is Building 1, Floor 2, Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS

WHEREAS

1. This Agreement is not legally binding to Crown Bodies, although all parties will act in accordance with the Agreement.
2. **Health and Safety Executive** is an executive non-departmental public body, sponsored by the Department for Work and Pensions.
3. ONS is a statutory body responsible for collecting and publishing official statistics about the UK's society and economy.
4. The **Health and Safety Executive** seeks the provision of data and associated statistical information arising from the Labour Force Survey (LFS) in order to analyse:

The levels and trends in work-related injury, illness and absence, which are essential to ensuring the risk to people's health and safety from work activities are properly controlled. These data will also be used to meet European obligations to provide data on health and safety outcomes, to underpin the estimated cost of health and safety failings and as a key part of the evidence base for economic impact assessments.

The Labour Force Survey will used more generally (independently of the workplace injury or work-related illness information), for statistical purposes associated with ensuring that risks to people's health and safety from work activities are properly controlled e.g. analysis of shift work

5. The period of this Agreement will be from 1st April 2021 through to 31st March 2022.
6. Changes to the scope and content of the Agreement will be subject to a joint annual assessment, commencing in January 2022, to be agreed by the parties no later than March 2022.
7. Either party may terminate this Agreement by giving a minimum of six (6) months' notice in writing to the other. Such notice will take effect on the anniversary of the agreement. (e.g. a notice issued on or before 31 October 2021 would be effective on 31 March 2022, a notice issued on 1st November 2021 would be effective on 31 March 2023)

SIGNED FOR AND ON BEHALF OF:-

The AUTHORITY

The CUSTOMER

Sign

Sign

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SCHEDULE 1

STANDARD TERMS AND CONDITIONS

Schedule 1 – Standard Terms and Conditions

1. Definitions

1.1 In this Agreement, the following expressions shall have the following meanings:

Agreement	these licence terms and conditions, together with any schedules, which form the Agreement between ONS and the Customer.
Breach of Security	means the occurrence of unauthorised access to or use of the Premises, the Authority's Premises, the Services, the Authority ICT System, the Customer ICT system or any ICT or data (including the Authority's Data), and any Personal Data and any Special Categories of Personal Data used by the Authority or the Customer in connection with this Contract.
Commencement Date	1 April 2021
Crown/Crown Body	means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.
Customer	Health and Safety Executive
Customer Data	<p>the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are :-</p> <p>(i) supplied to the Authority by or on behalf of the Customer; or</p> <p>(ii) which the Authority is required to generate, process, store or transmit pursuant to this Contract.</p>
Data Controller	Shall have the same meaning as given in Data Protection Legislation.
Data Loss Event	Any event that results, or may result, in unauthorised access to Personal Data and Special Categories Personal Data held by the Authority or the Customer under this Contract and/or actual or potential loss and/or alteration and/or destruction of Personal Data and Special

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	Categories Personal Data in breach of this Contract, including any Personal Data Breach.
Data Managers	Those individuals nominated by the Signatories as being responsible for each of the service areas.
Data Processor	Shall have the same meaning as given in Data Protection Legislation.
Data Protection Impact Assessment	Means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data and Special Categories Personal Data.
Data Protection Legislation	Means the GDPR, the LED and any applicable national implementing Laws as amended from time to time, the DPA 2018, the Criminal Law Enforcement Data Protection Directive 2016/680, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Law relating to the processing of Personal Data and Special Categories of Personal Data
Data Protection Officer	Shall have the same meaning as given in Data Protection Legislation.
Data Subject	Shall have the same meaning as given in Data Protection Legislation.
Data Subject Access request	Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data and Special Categories Personal Data.
DPA	Means the Data Protection Act 2018
Deliverables	the data and other information provided by ONS
Delivery Date	the estimated date of delivery of the Deliverables, if any, which may be detailed in the Schedules or otherwise communicated, in writing, by ONS to the Customer.
Fees	the fees payable for the provision of the Deliverables, including taxes and duties at the rate prevailing at the date the Deliverables are provided, as more particularly set out in Schedule 2.

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GDPR	Means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>). For the avoidance of doubt, the Authority shall not be required to ensure that its provision of the Services or its other obligations under the Contract comply with the provision of the GDPR until 25 May 2018, although it may expressly elect or agree in writing to be compliant before that date.
Intellectual Property Rights	means any intellectual property right including but not limited to copyright, moral right, database right, patent, trade mark, domain name, trade secret or design right (whether registered or unregistered) or where relevant any application for any such rights in any jurisdiction.
International Organisation	Shall have the same meaning as given in Data Protection Legislation.
LED	Law Enforcement Directive (Directive (EU) 2016/680)
ONS	Office for National Statistics, Cardiff Road, Newport NP10 8XG.
Permitted Use	the purpose for which the Deliverables may be used, as set out in Schedule 2.
Personal Data	Shall have the same meaning as given in Data Protection Legislation
Personal Data Breach	Shall have the same meaning as given in Data Protection Legislation
Premises	The locations (including land or buildings), owned, controlled or occupied by the Customer.
Price	(unless otherwise specified in the Contract) means the price inclusive of all administrative expenses and exclusive of any applicable Tax, payable to the AUTHORITY by the Customer under the Contract, for the full and proper performance by the AUTHORITY of its obligations under the Contract.
Protective Measures	means appropriate technical and organisational measures which shall be sufficient to secure that the Data Processor will meet the requirements of GDPR and ensure the protection rights of the Data Subject and may include (without limitation): <ul style="list-style-type: none"> • Pseudonymisation and encrypting Personal Data and Special Categories Personal Data;

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	<ul style="list-style-type: none"> ensuring on-going confidentiality, integrity, availability and resilience of systems and services used for data processing; measures to restore the availability and access to Personal Data and Special Categories Personal Data in a timely manner in the event of a physical or technical incident ; and regularly assessing and evaluating the effectiveness of such measures adopted by it.
Pseudonymisation	Shall have the same meaning as given in Data Protection Legislation
Services	means the services described in the Contract, and shall, where the context so admits, include any materials, articles or goods to be supplied under the Contract.
Special Categories of Personal Data	Shall have the same meaning as given in Data Protection Legislation
Sub - Processor	Means any third party appointed to process Personal Data and Special Categories Personal Data on behalf of the Customer under this Agreement
Third Party Content	the services, software, information and other content or functionality provided by third parties and linked to or contained in the Deliverables.
Term	in respect of the Deliverables, either the period during which ONS agree to supply the Deliverables or, if the supply of the Deliverables is a one-off purchase, each separate occasion on which the Customer places an Order for the Deliverables.

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 any reference to a clause or schedule is to the relevant clause or schedule of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or schedule in which it appears;
- 1.2.2 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective

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of the jurisdiction in or under the law of which it was incorporated or exists);

1.2.3 a reference to a "party" is a reference to a party to this Agreement and, subject to clause 4, a reference to a "party" includes a reference to that party's permitted assignees and transferees (if any);

1.2.4 a reference to "writing" does not include email;

1.2.5 save where expressly provided otherwise, a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;

1.2.6 save where expressly provided otherwise, any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

1.2.7 where any statement is qualified by the expression "so far as [party] is aware" or "to [party]'s knowledge" (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry; and

1.2.8 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The schedules and cover sheet form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules and cover sheet.

2. Scope

2.1 This Agreement shall apply to the surveys, and associated deliverables, as set out in Schedule 2.

3. Assignment

3.1 The Customer shall not, nor shall it purport to, assign, transfer or sub-contract any of its rights or obligations under this Agreement without the express prior written consent of the Authority, such consent not to be unreasonably withheld or delayed.

3.2 The Authority shall be entitled to assign this Agreement to any Crown Body. The Customer will be informed of any such arrangement.

4. Supply

4.1 In consideration of the Customer paying the Authority the Fees, the Authority

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will from the Delivery Date, provide the Customer with the Deliverables for the Term. Following the initial delivery, the Deliverables will continue to be delivered at such frequency as the parties have agreed in accordance with Schedule 2.

- 4.2 While the Authority shall use its reasonable endeavours to deliver Deliverables, or to ensure that the Services commence on the relevant Delivery Date, a failure to do so shall not constitute a breach of this Agreement.

5. Title and Risk

- 5.1 Risk of loss or damage to the Deliverables shall pass to the Customer when delivered (whether delivered to the Customer or to a third party of the Customer's direction).

6. Warranties

- 6.1 The Authority warrants that:

- 6.1.1 it is entitled to enter into this Agreement;
- 6.1.2 it shall use its reasonable care and skill in carrying out the Services;
- 6.1.3 so far as it is aware, use of the Authority's data in accordance with this Agreement will not infringe any United Kingdom intellectual property right of a third party.

- 6.2 The Customer warrants that:

- 6.2.1 it is entitled to enter into this Agreement; and
 - 6.2.2 it will not use the Deliverables (or any product or service incorporating or derived from the Deliverables) in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations.
- 6.3 The Customer acknowledges that it accepts the Deliverables at its own risk, on an "as is" basis and in accordance with limited statutory rights and only for the lawful purposes derived from those statutory rights. Save as expressly set out herein, all conditions, warranties or obligations which may be implied or incorporated into this Agreement by statute, common law, or otherwise, including those in respect of satisfactory quality and fitness for purpose, and any liabilities arising therefrom, are hereby excluded.
- 6.4 ONS disclaims any and all liability for any losses incurred by the Customer or any third party as a result of the Customer's or a third party's reliance on the Deliverables (or any product or service incorporating or derived from the Deliverables). The warranties set out below do not apply to any Third Party Content.
- 6.5 ONS does not represent or warrant that the Customer will have uninterrupted

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access to the Deliverables nor that errors in the Deliverables will or can be rectified.

7. Proprietary Rights

- 7.1 Any and all proprietary rights in the Deliverables and any material produced under this Agreement are subject to Crown copyright protection. The Customer will not acquire any Intellectual Property Rights in the Deliverables.
- 7.2 'ONS' and its logo(s) are trademarks of ONS. The Customer acknowledges and agrees that it does not have the right to use or reproduce ONS's logo(s) or other trademarks, including those relating to The UK Statistics Authority, without the prior written authorisation of ONS.
- 7.3 The standard licence for the re-use of public sector information, including that which is covered by Crown copyright, is the Open Government Licence (OGL). There is no charge for using information under the Open Government Licence.

8. Data Protection

- 8.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Authority is the Processor.
- 8.2 The Authority shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 8.3 The Authority shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 8.4 The Authority shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (b) ensure that:

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- (i) the Authority Personnel do not process Personal Data except in accordance with this Agreement;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Authority Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Authority or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (c) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Authority has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Authority complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Authority complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (d) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Authority is required by Law to retain the Personal Data.
- 8.5 Subject to clause 8.6, the Authority shall notify the Customer immediately if it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 8.6 The Authority's obligation to notify under clause 8.5 shall include the provision of further information to the Customer in phases, as details become available.
- 8.7 Taking into account the nature of the processing, the Authority shall provide the Customer with full assistance in relation to either Party's obligations under Data

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Protection Legislation and any complaint, communication or request made under clause 8.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

- 8.8 The Authority shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Authority employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 8.9 The Authority shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 8.10 The Authority and the Customer shall designate a Data Protection Officer as required by the Data Protection Legislation.
- 8.11 Both Parties shall notify by email the other of any change to the Data Protection Officer named in Schedule 5. The change shall take effect 24 hours after either Party has sent the email notification to the other Party
- 8.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Authority must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 8.13 The Authority shall remain fully liable for all acts or omissions of any Sub-processor.
- 8.14 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 8.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Authority amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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9. Liabilities and Indemnities

- 9.1 Nothing in this Agreement shall limit or exclude the liability of either party for:
- 9.1.1 death or personal injury resulting from negligence, of that party or its employees, servants or agents acting in the course of their employment;
 - 9.1.2 fraud or fraudulent misrepresentation.
- 9.2 Without prejudice to clause 8.1, neither party shall be liable to the other for any:
- 9.2.1 loss of profit, goodwill, business, business opportunity or anticipated saving; or
 - 9.2.2 special, indirect or consequential damage, suffered by the other party that arises under or in connection with this Agreement.
- 9.3 Without prejudice to clause 9.1 or 9.2, ONS's total aggregate liability arising under or in connection with this Agreement in any Year, shall be limited to one hundred per cent (100%) of the Fees due in respect of Deliverables supplied to the Customer in the previous Year.
- 9.4 Save as expressly set out herein, all conditions, warranties or obligations which may be implied or incorporated into this Agreement by statute, common law, or otherwise, including those in respect of satisfactory quality and fitness for purpose, and any liabilities arising therefrom, are hereby excluded.
- 9.5 ONS do not accept liability for delivery delays, data inconsistencies or incompleteness.
- 9.6 The Customer acknowledges that Third Party Content is outside the control of Authority and accordingly accepts that the Authority cannot be liable for any loss or damage arising from any inaccuracies, faults or omissions in the provision of Third Party Content unless caused by Authority negligence or wilful default.
- 9.7 All electronic products will be checked for known viruses prior to despatch. The Authority cannot accept liability for loss or damage resulting from the use of the disk(s) or the data/programs contained in it. The Customer should ensure that it has adequate back-up copies of important programs and data files at all times.

10. Price and Payment

- 10.1 The Customer shall pay to the Authority the Fees as invoiced, in accordance with Schedule 4.
- 10.2 All valid invoices issued to the Customer pursuant to this Agreement shall be payable within thirty (30) days of date of issue.

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- 10.3 The Fees are exclusive of VAT, custom charges and duties arising as a result of the supply of the Deliverables to the Customer pursuant to this Agreement, which shall be paid by the Customer in the amount and manner prescribed by law.
- 10.4 Without prejudice to any of its other rights, ONS shall be entitled to suspend its obligations under this Agreement for as long as any payment due hereunder remains outstanding.
- 10.5 Further financial details can be found in Schedule 4 (Fees and Invoicing), to this Agreement.

11. Term and Termination

- 11.1 This Agreement shall come into force on the date on the Commencement Date and shall continue in force for a period of one (1) year, unless and until terminated in accordance with the provisions of this Agreement.
- 10.2 The Authority may suspend the supply of the Deliverables or the Customer may suspend the payment of charges immediately by notice if the other party is in material breach of the provision of this Agreement. Suspension of the supply of Deliverables shall not affect the Customer's obligations under this Agreement.
- 11.3 Either party (Initiating Party) may terminate the Agreement at any time forthwith by notice in writing if:
 - 11.3.1 the other party ("Breaching Party") is in material breach of any of its material obligations under this Agreement and (if the breach is capable of remedy) fails to remedy the breach within 30 days after receipt of notice in writing from the Initiating Party giving particulars of the breach and requiring the Breaching Party to do so;
 - 11.3.2 a resolution is passed or an order is made for the winding-up (or equivalent order in the relevant jurisdiction) of the other party otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction and in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by, or assumes the obligations imposed on the other party under this Agreement.
 - 11.3.3 There is a change of ownership or control to which ONS reasonably objects ; the other party becomes subject to an administration order ; a liquidator, receiver or administrative receiver or similar is appointed over, or an encumbrancer takes possession of , any of the other party's property or assets ; the other party enters into an agreement or composition with its creditors ; the other party ceases or threatens to

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cease to carry on business; the other party becomes insolvent; or the other party ceases to be able to pay its debts as they fall due.

12. Effects of Termination

12.1 On expiry or termination of this agreement:

12.1.1 The Authority shall return immediately to the Customer any material which is property of the Customer; and

12.2 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party which have arisen on or before the date this Agreement terminates, nor shall it effect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

12.3 The Customer will only be liable to pay the Authority part of the Fee that is owing at the date of the expiry or termination of this Agreement and for the Services having been carried out by the Authority at such date.

13 Confidentiality

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as provided by clause 12.2. For the avoidance of doubt, the Deliverables do not constitute confidential information for the purposes of this Agreement.

13.2 Each party may disclose the other party's confidential information:

13.2.1 to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

13.2.2 as may be required by law, court order or any governmental or regulatory authority.

13.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

14. Security

The Customer shall maintain throughout the term of this Agreement adequate security measures to protect the integrity and security of the data held by it and shall promptly notify the Authority of any breach or suspected breach of such security measures.

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15. Variation

No variation, amendment, modification or supplement to this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties by a duly authorised officer of each of the parties.

16. Notices

16.1 Any notice under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by recorded delivery or email to the address of the party set out in this Agreement or to any other person or address subsequently notified by one party to the other.

16.2 Any notice under or in connection with this Agreement shall be addressed as indicated in Schedule 5.

16.3 Either party may, by notice as aforesaid, designate a different address for notices or other communications intended for it.

16.4 In the absence of evidence of earlier receipt any notice shall be deemed to be duly given:

16.4.1 if delivered personally when left at the address specified; or

16.4.2 if sent by recorded delivery three (3) days after posting it; or

16.4.3 if sent by e-mail, when received.

17. Disputes

17.1 All disputes under or in connection with this agreement shall be referred first to the parties' respective designated SLA managers with responsibility for the day to day management of this agreement as designated in Schedule 5.

17.2 If the dispute cannot be resolved within fourteen (14) days, the dispute resolution procedure shall be referred to the parties' respective signatories of this Agreement.

18. Insurance and Professional Indemnity

The Authority does not have or need employer's liability insurance or public liability insurance because any claims are paid directly from public funds. This will apply to any activities undertaken by its employees as part of their employment.

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19. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

20. General

- 20.1 This Agreement (as amended from time to time) together with any document expressly referred to in any of its terms, contains the entire Agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement.
- 20.2 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of the parties.
- 20.3 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control and the affected party will be granted a reasonable extension of time for the performance of this Agreement.
- 20.4 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.
- 20.5 The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this Agreement.
- 20.6 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver or that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 20.7 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 20.8 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 20.9 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

SCHEDULE 2

THE SERVICES

Schedule 2 – The Services

1. Introduction and Background

- 1.1 The primary purpose of the Labour Force Survey (LFS) is "providing good quality point in time and change estimates for various labour market outputs and related topics". The labour market covers all aspects of people's work, including the education and training needed to equip them for work, the jobs themselves, job-search for those out of work, and income from work and benefits.
- 1.2 Output from the LFS is quarterly since 1992 where each quarter's sample is made up of five waves. The sample is made up of approximately 35,000 responding UK households and 90,000 individuals per quarter. Respondents are interviewed for five successive waves at three-monthly intervals and 20% of the sample is replaced every quarter. The LFS is intended to be representative of the entire population of the UK.
- 1.3 The Annual Population Survey (APS) comprises of waves 1 and 5 of the LFS, and an additional Local Labour Force Survey boost in England, Wales and Scotland, providing a drawn sample size of around 280,000 respondents per year. The main purpose of the APS (over the LFS) is to provide information on the UK labour market at the sub-national level and also covers other for non-labour related topics.

2. The Services

2.1 Services

The Authority will undertake the Services on behalf of the Customer by inclusion of a set of questions in the Labour Force Survey.

2.2 Questions included in the Labour Force Survey

[The following questions were included in the HSE module within the LFS questionnaire in JM21, and will be processed as part of the financial year 2021/22. Variables COV1-12 were added in JM21 free of charge for one quarter, to help measure the impact of the pandemic. Only COV5 \(TYPCOV\), COV6 \(TYPCOV2\), and COV8 \(WRKCON\) will be continued into JM22 at an additional rate. All other COVID-related variables will be removed from JM22.](#)

Accidents

Q1	ACCDNT
Q2	ROAD
Q3	WCHJB
Q4	GOBCK9
Q5	TIMEDAYS/TIMECODE [derived variable ACCDAY4]
COV1	FURAY
COV2	FURLC
COV3	FURTM
COV4	FURTA

Schedule 2 – The Services

Q6 ACCKIND
Q7 TYPINJ
Q8 SITEFR
Q9 SITEDI
Q10 ACCURH

IIIHealth

Q11 ILLWRK
Q12 NUMILL
Q13 TYPILL
COV5 TYPCOV
COV6 TYPCOV2
COV7 COVTEST
COV8 WRKCON
Q14 AWARE
Q15 TMEOFF
COV9 FURAY2
COV10 FURLC2
COV11 FURTM2
COV12 FURTA2
Q16 WCHJB3

Questions for Economists

Q17 ILCURR
Q18 REASONFF9
Q19 NOBACK9

2.3 Format of Questions

Questions will be included on all waves Quarter 1 (JM) of the LFS.

ACCDNT

ACCDNT

Thinking of the twelve months since [full date], have you had any accident resulting in injury at work or in the course of your work?

- 1 yes
- 2 no

ONS ✓ **GOV** ✓ **EUL** ✓

Applies if respondent is in work or left job within the last year

WRKING =YES or JBAWAY=YES or OWNBUS=YES or RELBUS=YES or TYPSC12=1/2/3/5/8/9 or (YTETJB=yes and TYPSC12=4/6/7/10/11) or

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JM
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HSE

Schedule 2 – The Services

((Year(REFDTE)-(LEFTYR)<1) or (Year(REFDTE)-(LEFTYR)=1 and Month(REFDTE)<LEFTM))

ROAD

ROAD

Was that (most recent) injury caused by...?

- 1 A road accident
- 2 Or in some other way?

ONS ✓ **GOV** ✓ **EUL** ✓

Applies to those who were injured in work in the last 12 months

IF ACCDNT=1

UK
JM
MAIN
HSE

FURAY

FURAY

Thinking about this time you did not work, were you furloughed for any of that period?

- 1 Yes
- 2 No

ONS ✓ **GOV** ✓ **EUL**

Applies to those who returned to work on the same day or on the second/third/fourth/fifth day after the accident

IF GoBCK9=1/4/5/6/7

UK
JM
MAIN
HSE

FURLC

FURLC

Did you include any furloughed time in the period you just told me about?

- 1 Yes
- 2 No

ONS ✓ **GOV** ✓ **EUL**

Applies to those who were furloughed during time not working

IF FURAY=1

UK
JM
MAIN
HSE

FURTM

FURTM

Between your injury and when you returned to work, how much of that time were you on furlough?
Please code either days, weeks or months here and at the next question you can input the amount

UK
JM
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HSE

Schedule 2 – The Services

- 1 Days
- 2 Weeks
- 3 Months

ONS ✓ **GOV** ✓ **EUL**

Applies to those who included mentioning time on furlough
IF FURLC=1

FURTA

FURTA

Please enter amount

0-365

ONS ✓ **GOV** ✓ **EUL**

Applies to those who included mentioning time on furlough
IF FURLC=1

UK
JM
MAIN
HSE

WCHJB

WCHJB

May I just check, was the job you were doing when you were injured the one you previously mentioned as...?

- 1 [Occupation title – main job]
- 2 [Occupation title – second job] or (N/A)
- 3 or was it some other job?

ONS ✓ **GOV** ✓ **EUL** ✓

Applies to those who were injured in work in the last 12 months
IF ACCDNT=1

UK
JM
MAIN
HSE

GOBCK9

GOBCK9

How soon were you able to start working again after the accident?

- 1 Still off paid work
- 2 Same day
- 3 The day after the accident
- 4 On the second day after the accident
- 5 On the third day after the accident
- 6 On the fourth day after the accident
- 7 On the fifth day or longer after the accident

UK
JM
MAIN
HSE

Schedule 2 – The Services

8 Don't know

ONS ✓ GOV ✓ EUL ✓

Applies to those who were injured in work in the last 12 months

IF ACCDNT=1

TIMEDAYS

TIMEDAYS

How many days after the accident did you go back to work?

Ask or record

If the respondent has difficulty remembering the number of days, please enter the number of weeks or months

ONS ✓ GOV ✓ EUL ✓

Applies to those who returned to work on or after the fifth day after the accident

IF GOBCK9=7

UK
JM
MAIN
HSE

TIMECODE

TIMECODE

Press <space bar> to enter the coding frame

ONS ✓ GOV ✓ EUL ✓

Applies to those who returned to work on or after the fifth day after the accident

IF GOBCK9=7

UK
JM
MAIN
HSE

ACCKIND

ACCKIND

Please could you describe how the accident happened?

Code one only

Choose the response which best describes how the accident occurred. This may not be the first on the list. You should check your decision with the respondent if you are not sure.

- 1 Contact with moving machinery or material being machined
- 2 Hit by a moving, flying or falling object
- 3 Hit by a moving vehicle
- 4 Hit something fixed or stationary
- 5 Injured while handling, lifting or carrying
- 6 Slipped, tripped or fell on the same level
- 7 Fell from a height
- 8 Trapped by something collapsing or overturning
- 9 Near drowning or near asphyxiated

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JM
MAIN
HSE

Schedule 2 – The Services

- 10 Exposed to, or in contact with, a harmful substance
- 11 Exposed to fire
- 12 Exposed to an explosion
- 13 Contact with electricity or an electrical discharge
- 14 Injured by an animal
- 15 Physically assaulted by a person
- 16 Another kind of accident

ONS ✓ **GOV** ✓ **EUL** ✓

Applies to those who were injured in work in the last 12 months

IF ACCDNT=1

TYPINJ

TYPINJ

(Thinking of your most recent injury) how would you describe the injury you received?

Ask or record

Choose one code which best describes the injury

- 1 Amputation (not loss of fleshy finger tips, teeth or nails - count as superficial)
- 2 Fracture/broken bones (not cartilage in nose - count as superficial)
- 3 Dislocation of joints (without fracture)
- 4 Strain/sprain
- 5 Superficial (inc. bruising, abrasions, scratches, foreign body in eye)
- 6 Lacerations/ open wounds
- 7 Loss of sight (temporary or permanent)
- 8 Chemical or hot metal burn to the eyeball, or any penetrating injury to the eyeball (not the eye area of the face generally)
- 9 Burns/ scalds (not to the eye)
- 10 Lack of oxygen (asphyxia) or poisoning
- 11 Other type of injury
- 12 Multiple injuries, no one injury type obviously more severe

ONS ✓ **GOV** ✓ **EUL** ✓

Applies to those who were injured in work in the last 12 months

IF ACCDNT=1

UK
JM
MAIN
HSE

SITEFR

SITEFR

Which bones did you fracture/break?

Ask or record

Code all that apply

- 1 Fingers or thumbs
- 2 Toes

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JM
MAIN
HSE

Schedule 2 – The Services

- 3 Wrist or ankle
- 4 Other bones in hand or foot
- 5 Other bones in arm or leg
- 6 Head, neck, spine or pelvis
- 7 or other bones

ONS ✓ **GOV** ✓ **EUL** ✓

Applies to those who have fractured / broken bones
IF TYPINJ=2

SITED1

SITED1

Which joints were dislocated?

Ask or record

Code all that apply

- 1 Shoulder
- 2 Other joint in arm e.g. wrist, elbow
- 3 Hip
- 4 Knee
- 5 Other joint in leg e.g. ankle
- 6 or spine

ONS ✓ **GOV** ✓ **EUL** ✓

Applies to those who have dislocation of joints
IF TYPINJ=3

UK
JM
MAIN
HSE

ACCURH

ACCURH

Still thinking of the accident you just mentioned, did you...

Code all that apply

- 1 Lose consciousness, even briefly?
- 2 Suffer from hypothermia or heat induced illness?
- 3 Need resuscitation?
- 4 Stay in hospital for more than 24 hours?
- 5 Not experience any of the above

ONS ✓ **GOV** ✓ **EUL** ✓

Applies to those who were injured in work in the last 12 months
IF ACCDNT=1

UK
JM
MAIN
HSE

ILLWRK

ILLWRK

(Apart from the accident you have told me about,) within the last twelve months have you suffered from any illness, disability or other physical or mental problem that was caused

UK
JM
MAIN
HSE

Schedule 2 – The Services

or made worse by your job or by work you have done in the past?

Code one only

- 1 yes
- 2 no
- 3 don't know {Proxy interviews only}

ONS ✓ **GOV** ✓ **EUL** ✓

Applies if respondent is in work or has ever been in work

IF WRKING =YES or JBAWAY=YES or OWNBUS=YES or RELBUS=YES or
TYPSC12=1/2/3/5/8/9 or (YTETJB=yes and
TYPSC12=4/6/7/10/11) or EVERWK=YES

NUMILL

NUMILL

How many illnesses have you had (in the last twelve months) that have been caused or been made worse by your work?

Ask or record

State number of illnesses

For 8 or more illnesses - code 8

ONS ✓ **GOV** ✓ **EUL** ✓

Applies if respondent suffered from an illness in last 12 months which was caused / made worse from work

IF ILLWRK = 1

UK
JM

MAIN
HSE

TYPILL

TYPILL

How would you describe this illness?

Ask or record

- 1 bone, joint or muscle problems which mainly affect (or is mainly connected with) arms, hands, neck or shoulder,
- 2 ...hips, legs or feet,
- 3 ...back,
- 4 breathing or lung problems,
- 5 skin problems,
- 6 hearing problems,
- 7 stress, depression or anxiety,
- 8 headache and/or eyestrain,
- 9 heart disease / attack, other circulatory system,
- 10 infectious disease (virus, bacteria)
- 11 Other

UK
JM

MAIN
HSE

Schedule 2 – The Services

ONS ✓ **GOV** ✓ **EUL** ✓

Applies if respondent suffered from an illness in the last 12 months which was caused / made worse from work.

IF ALLWRK=1

TYPICOV

TYPICOV

Was your illness linked to coronavirus, or suspected coronavirus (COVID-19) at work?

- 1 Yes
- 2 No

ONS ✓ **GOV** ✓ **EUL**

Applies to those who were injured in work in the last 12 months

IF TYPILL=Response (and worked in last 12 months)

**UK
JM
MAIN
HSE**

TYPICOV2

TYPICOV2

Do you think your illness may have been from exposure to coronavirus (COVID-19) at work?

- 1 Yes
- 2 No
- 3 Don't know

ONS ✓ **GOV** ✓ **EUL**

Applies to those whose illness was linked or suspected to Coronavirus (COVID-19) in work in the last 12 months

IF TYPICOV=1 AND TYPILL=4 or 10

**UK
JM
MAIN
HSE**

COVTEST

COVTEST

Was your coronavirus (COVID-19) confirmed by a test?

- 1 Yes
- 2 No

ONS ✓ **GOV** ✓ **EUL**

Applies to those whose illness was linked or suspected to Coronavirus (COVID-19) in work in the last 12 months

IF TYPICOV=1 AND TYPILL=4 or 10 AND TYPICOV2=1

**UK
JM
MAIN
HSE**

WRKCON

WRKCON

UK

Schedule 2 – The Services

<p>Was your illness linked to changes in your working conditions during the COVID-19 pandemic?</p> <p>1 Yes 2 No</p> <p>ONS ✓ GOV ✓ EUL</p> <p>Applies to those who were injured in work in the last 12 months IF TYPILL=1/2/3/5/6/7/8/9/11</p>	<p>JM MAIN HSE</p>
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AWARE

<p>AWARE</p> <p>When were you first aware of your illness?</p> <p><i>Please confirm the year and month</i></p> <p>1 within the last 12 months (i.e. since [date one year ago]) 2 more than one year ago (i.e. before [date one year ago])</p> <p>ONS ✓ GOV ✓ EUL ✓</p> <p>Applies if respondent suffered from an illness in last 12 months which was caused / made worse from work IF ILLWRK = 1</p>	<p>UK JM MAIN HSE</p>
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TMEOFF

<p>TMEOFF</p> <p>In the last twelve months, how much time off work have you had because of this illness?</p> <p>1 no time off work, 2 less than one day, 3 1 to 3 days, (Work days) 4 4 to 6 days, (Work days) 5 at least 1 week but less than 2 weeks, 6 at least 2 weeks but less than 1 month 7 at least 1 month but less than 3 months 8 at least 3 months but less than 6 months 9 at least 6 months but less than 9 months 10 at least 9 months but less than one year</p> <p>ONS ✓ GOV ✓ EUL ✓</p> <p>Applies to respondents who currently work or left last job in previous 12 months</p> <p>WRKING =YES or JBAWAY=YES or OWNBUS=YES or RELBUS=YES or TYPSC12=1/2/3/5/8/9 or (YTETJB=yes and TYPSC12=4/6/7/10/11) or ((Year(REFDTE)-(LEFTYR)<1) or (Year(REFDTE)-(LEFTYR)=1 and Month(REFDTE)<LEFTM))</p>	<p>UK JM MAIN HSE</p>
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Schedule 2 – The Services

FURAY2

FURAY2

Thinking about this time you did not work, were you furloughed for any of that time?

- 1 yes
- 2 no

UK
JM
MAIN
HSE

ONS ✓ GOV ✓ EUL

Applies if respondent had time off for one day or more in the last 12 months

IF TMEOFF = 3/4/5/6/7/8/9/10

FURLC2

Did you include any furloughed periods in the time off you just told me about?

- 1 yes
- 2 no

UK
JM
MAIN
HSE

ONS ✓ GOV ✓ EUL

Applies to those who were furloughed during time not working

IF FURAY2 = 1

FURTM2

FURTM2

In the time off you just told me about, how much of it were you furloughed?

Please code either days, weeks or months here and at the next question you can input the amount

- 1 Days
- 2 Weeks
- 3 Months

UK
JM
MAIN

HSE

ONS ✓ GOV ✓ EUL

Applies to those who included mentioning time on furlough

IF FURLC2 = 1

FURTA2

FURTA2

UK

Schedule 2 – The Services

Please enter amount

0-365

ONS ✓ **GOV** ✓ **EUL**

Applies to those who included mentioning time on furlough

IF FURLC2=1

JM
MAIN
HSE

WCHJB3

WCHJB3

May I just check, was the job that caused or made your illness worse the one you previously mentioned as...?

- 1 [Occupation title – main job]
- 2 [Occupation title – second job]
- 3 Or was it some other job?

ONS ✓ **GOV** ✓ **EUL** ✓

Applies if respondent suffered from an illness in last 12 months which was caused / made worse from work

IF ILLWRK = 1

UK
JM

MAIN
HSE

Schedule 2 – The Services

ILCURR

ILCURR

In the week ending Sunday the [date], were you off sick because of your work related illness?

- 1 yes
- 2 no

UK
JM

MAIN
HSE

ONS ✓ GOV ✓ EUL ✓

Applies if respondent had time off and suffered from an illness in the last 12 months which was caused / made worse by work

IF ILLWRK = 1 AND TMEOFF <= 1 AND ILLDAYS=response AND ILLDAYS = Aktwkday

REASOFF9

REASOFF9

May I just check, are you currently not working because of...?

Ask or record

- 1 this illness caused or made worse by work,
- 2 the workplace injury you told me about,
- 3 or for some other reason?

UK
JM

EVEN
MAIN
HSE

ONS ✓ GOV ✓ EUL ✓

Applies if respondent suffered from an illness in last 12 months which was caused / made worse from work or respondent injured themselves in last 12 months and not currently in work but worked in the last 12 months

IF ((ILLWRK = 1 OR ACCDNT = 1) AND (LEFTM=response AND REFDTEM<LEFTM AND REFDTEY=2009 or 2011))

NOBACK9

NOBACK9

Do you expect to return to work in future?

Ask or record

- 1 yes
- 2 no

UK
JM

MAIN
HSE

ONS ✓ GOV ✓ EUL ✓

Applies if respondent not currently in work because of illness

IF (REASOFF9=1 or REASOFF9=2)
or (GOBCK9=1 and (WRKING =YES or JBAWAY=YES or OWNBUS=YES or RELBUS=YES or TYPSC12=1/2/3/5/8/9 or (YTETJB=YES and TYPSC12=4/6/7/10/11))) or (ILLCURR=YES and (TMEOFF= 8 or 9 or 10 or DON'T KNOW))

Schedule 2 – The Services

2.4 Deliverables

The Authority shall deliver the Labour Market Statistics to the timetable set out in Annex 1

3. Confidentiality and Release of Data

- 3.1 The Authority will operate according to the UK Statistics Authority Code of Practice for Official Statistics.

4 Data Quality Assurance

- 4.1 The Authority will be responsible for ensuring data meets National Statistics standards.
- 4.2 The Authority will operate according to the National Statistics code of practice and protocols, or to any UK Statistics Authority code of practice and protocols that may replace the National Statistics code and protocols.
- 4.3 The Authority aims to meet the Customer's requirements for good quality, reliable and timely statistics, together with details of methodology and coverage. The Authority will maintain quality standards by:
- (a) informing the Customer of any known errors in series that may in other circumstances lead to corrections.
 - (b) informing the Customer, normally through the LFS Steering Group, of any corrections and methodological and definition changes;
 - (c) supplying the Customer with details of the annual response rates for the survey (via papers for the LFS Steering Group if practical).
 - (d) carrying out simple credibility checks on prints, or other media of transmission, to ensure that the data are accurate.
- 4.4 To reinforce this process, the Customer will carry out its own data quality checks.

5 Authority Checks

- 5.1 The Authority shall maintain and operate a programme of quality control checks, in order to ensure the quality of the data and satisfy the Customer that data checking is of an appropriate standard. Such checks shall be explained and demonstrated to the Customer.

Schedule 2 – The Services

Annex 1

Publication	Date
Labour Market statistics	Tuesday 23 March 2021
Labour Market statistics	Tuesday 20 April 2021
Labour Market statistics	Tuesday 18 May 2021
Labour Market statistics	Tuesday 15 June 2021
Labour Market statistics	Tuesday 15 July 2021
Labour Market statistics	Tuesday 17 August 2021
Labour Market statistics	Tuesday 14 September 2021
Labour Market statistics	Tuesday 12 October 2021
Labour Market statistics	Tuesday 16 November 2021
Labour Market statistics	Tuesday 14 December 2021
Labour Market statistics	Tuesday 18 January 2022
Labour Market statistics	Tuesday 25 February 2022

SCHEDULE 3

SERVICE MANAGEMENT

Schedule 3 – Service Management

1. General

- 1.1 The Authority is responsible for the content, structure, methodology, operation and output of the Labour Force Survey and shall ensure that the Customer is fully consulted of any proposals for changes to the Survey which could impact on its scope or on the work or outputs required by the Customer. Consultation shall take place through the mechanisms set out in this Schedule.
- 1.2 Both parties shall appoint appropriately qualified and experienced members of their organisation ("SLA Managers") to manage the smooth and efficient operation of the Agreement.
- 1.3 The Managers will be responsible for day to day management, ensuring Services are maintained to a professional and quality standard in terms of adequacy, effectiveness and reliability.
- 1.4 Both Managers will liaise and supervise as appropriate, providing information and advice on day to day matters, dealing with inquiries and requests for data, resolving routine queries, resolving problems (such as failure to meet performance targets/quality standards), and referring problems/issues to senior management where appropriate.
- 1.5 Adequate contingency plans will be put in place in the absence of the SLA Managers. Each party shall notify the Customer in writing of any changes to the staff detailed in this Schedule. The Authority shall use all reasonable efforts to ensure continuity of staffing. Any replacement personnel shall be of equivalent experience and ability.
- 1.6 The Authority's SLA Manager shall advise his counterpart of any problems or difficulties encountered by the Authority in performing the Services under this Agreement, such as meeting the delivery timetable.
- 1.7 The Customer's SLA Manager will keep the Authority informed of its data needs in line with policy developments.

2. Change Control

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties. This shall take the form of the Change Control Notice provided in Annex 1

3. Reporting and Meetings

- 3.1 The Authority shall monitor progress against delivery plans throughout the Agreement.
- 3.2 Progress Meetings shall be held between the Authority and the Customer, at a frequency to be agreed, to ensure that acceptable service levels are being achieved.

Schedule 3 – Service Management

Annex 1

Change Control Note

Change Control Note

Change Note Number	1
Agreement Reference Number & Title	XXX
Variation Title	XXXX
Number of Pages	X

WHEREAS the Authority and the Customer entered into an Agreement to manage the XXXXXX dated XXXX (the 'Original Agreement') and now wish to amend the 'Original Agreement'.

IT IS AGREED as follows

1. With effect from XXXX the Original Agreement shall be amended as set out in this Change Control Note:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Agreement Value	
	This Change Control Note X	
	New Agreement Value	
Revised Payment Schedule		
Revised Specification		
Revised Agreement Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as herein amended all other terms and Conditions of the Original Agreement shall remain in full force and effect.
3. This Change Control Notice shall take effect from the date on which both the Customer and the Authority have communicated acceptance of its terms.

SCHEDULE 4

FEES AND INVOICING

Schedule 4 – Fees and invoicing

1. General

- 1.1 This Schedule sets out the Fees for the provision of Services by the Authority for the period of this Agreement, and the procedure for the invoicing and payment of the Fees.

2. Charges

- 2.1 The annual payment profile associated with the 2021/22 survey is attached at Annex 1 of this Schedule.

3. Variation of Charges

- 3.1 The Authority shall review its charges as part of the joint annual review of the Agreement, in accordance with its income and charging policy
- 3.2 The Authority acknowledges that the Customer reserves the right to amend its requirements in relation to the Services at any time after discussion with the Authority (such as supply of additional data, changes in priorities etc) in which case the Authority shall comply with the Customer's reasonable written requests and in the event that such amendments by the Customer might reasonably be expected to cause the Fee to increase or decrease then the Authority shall obtain the Customer's written approval prior to acting upon the Customer's amended requirements. The process for managing variations to the agreement is set out in Schedule 3 Section 2. Change Control.
- 3.3 If the Agreement is cancelled, or requirements otherwise reduced by the Customer, the Authority is entitled to recover from the Customer any unrecoverable costs it has incurred.

4. PURCHASE ORDER

On agreement and signing of this contract the Customer will issue a PO via email to

5. Invoicing

5.1 Raising Invoices

- 5.1.1 Invoices for Charges due under this Agreement together with supporting documentation shall be sent to the Customers Accounts Payable Unit in March of each year. Invoices shall quote the Agreement reference number.
- 5.1.2 The address of the Accounts Receivable Unit is set out in Schedule 5.
- 5.1.3 The Authority shall address any invoice queries, in writing, to the Customer's SLA Manager, within ten (10) working days of receipt.

Schedule 4 – Fees and invoicing

5.2 Format of Invoice

- 5.2.1 The invoice shall be provided in a format agreed by the parties from time to time.
- 5.2.2 VAT shall be shown separately (if applicable).

5.3 Supporting Information

- 5.3.1 Each invoice shall be accompanied by a full breakdown of Charges and supporting evidence. The Authority shall provide sufficient supporting information to allow the Customer to approve or dispute the invoice as necessary.

5.4 Payment Terms

- 5.4.1 The Authority will submit an invoice to the Customer in accordance with the timetable set out in Annex 1 of this Schedule.
- 5.4.2 Subject to paragraph 2.1 above, the Customer shall pay valid undisputed invoices within thirty (30) calendar days of receipt.
- 5.4.3 All payments under this Agreement shall be made in pounds sterling by electronic transfer of funds to the bank account of the recipient (located in the United Kingdom) specified in the relevant invoice, quoting the invoice number against which payment is made.

Schedule 4 – Fees and invoicing

Annex 1

Payment Profile

The total costs of services for the 2021/2022 survey associated with this Agreement are:

The Table below sets out the payment Schedule. All figures are excluding VAT

Description	Date	Amount (exc VAT)
Services associated with LFS	01/02/2022	£454,433
COVID-questions in JM22 (TYP COV, TYP COV2, WRK CON)	01/02/2022	£36,000
	Total	£490,433

The total cost of 2021/22 reflects an increase on the cost of 2020/21 of 2% on labour costs, 7% on postage, a continuation of a £10 conditional incentive for the full W1 sample and a combination of an increase W1 sample size and KtN to maintain W1 sample size at pre-pandemic levels.

Schedule 5 – Contact Points

SCHEDULE 5

Contact Points

Schedule 5 – Contact Points

1. Contact Details

1.1 The AUTHORITY's SLA Manager will be:

[Martina Helme](#)

Office for National Statistics

Government Buildings

Cardiff Road

Newport

NP10 8XG

1.2 SLA Commercial Management

1.3 The Customer's SLA Manager will be:

2 Invoicing

2.1 The AUTHORITY's Accounts Receivable details are:

2.2 The Customers Accounts Payable details are:

3. Address for Notices

3.1

3.2 The CUSTOMER: