**CONTRACT FOR THE COLLECTION OF ACCIDENT DATA FROM THE NHS RELATING TO CONSUMER PRODUCTS to the department for Business, Energy and Industrial Strategy**

Purchase Order Number: TBC

**DUNS Number:**235925856

This Contract is dated and is made between:-

**1. The Secretary of State for Business, Energy and Industrial Strategy (“the Authority”)** of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and

**2.** **The Royal Society for the Prevention Of Accidents (RoSPA**), (the “Contractor”) whose registered office is at address is at RoSPA House, 28 Calthorpe Rd, Birmingham B15 1RF

**INTRODUCTION**

(A) Not used.

(B) The Contractor submitted a proposal dated 1 May 2021 and entitled *Product Safety Data Project 2021/22: Collecting accident data relating to consumer products from the NHS* explaining how it would provide the services a copy of which is set out in Schedule 2 (the “Proposal”).

(C)Not used.

The parties agree as follows:-

**1. SUPPLY OF SERVICES AND PRICE**

In consideration of payment by the Authority to the Contractor of the sum of £61,485 (exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Proposal; and (b) the Authority’s Standard Terms and Conditions of Contract for Supplies/Services (the “Standard Terms” and are attached at Schedule 3); the Contractor shall provide the Services described in the Proposal to the Authority.

**2. COMMENCEMENT AND CONTINUATION**

This contract shall commence on 27 August 2021 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 31 July 2022.

**3. Terms and Conditions**

3.1 The Standard Terms shall form part of this Contract.

3.2 Not used.

3.3 Not used.

3.4 The Contractor’s Standard Terms and Conditions of business shall not apply to this Contract.

3.5 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:

1. these clauses
2. the Standard Terms
3. and finally, the Proposal

**4. Contractor’s obligations**

4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

**5. MANAGEMENT AND COMMUNICATIONS**

5.1 The Contractor shall deliver the perform the Services under the direction of the Authority.

5.2 Any direction by the Authority may be given by (the “Contract Manager”) who is an officer in the Authority’s Office for Product safety and Standards or such other person as is notified by the Authority to the Contractor in writing.

5.3 The Contractor appoints to be the Contractor’s first point of contact for this Contract. All queries to the Contractor from the Authority’s Contract Manager shall initially be addressed to the Contractor’s first point of contact.

5.4 The Contractor’s first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor’s performance of the Contract.

**6. INVOICES AND PAYMENT**

6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with (as referred to in Condition 11 of the Standard Terms & Conditions).

**7. TRANSPARENCY**

7.1 The Authority is required to publish information about this contract within the Official Journal of the European Union and through the Government’s Transparency website, Contracts Finder.

The Authority’s decision not to publish full details of the contract does not however preclude it publishing such information in the future (subject to applicable redactions)and the Authority may be required to disclose such information under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 (EIR) or other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

# Signed by the parties’ duly authorised representatives:-

For the Secretary of State for Business, Energy and Industrial Strategy

Signature: ………………………………………………

Print Name: ………………………………………………

Job Title: …………………………………………………

Date:……………………………………………………..

# For the Contractor

Signature:

Name: ……

Job Title:

Date:

**The following Schedules form part of this Contract:**

Schedule 1 Not used

Schedule 2 The Contractor’s Proposal

Schedule 3 the Authority’s Standard Terms & Conditions of Contract for Supplies/Services

**Schedule 2:**

**Schedule 3:**

