

Service Contract No. 1.11.4.3560.

To Be Quoted On All Correspondence



CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

NATCEN SOCIAL RESEARCH

for

HEALTH SCIENCE SUPPORT FRAMEWORK

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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

NatCen Social Research of 35 Northampton Square, London, EC1V 0AX (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 Tender exercise to deliver work within The Health Science Support Framework.

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, statemetns, negotiations and undertakings.

3 STATEMENT OF SERVICE REQUIREMENTS FOR FRAMEWORK

- 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 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 on completion.
- 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

- 5.1 The Services shall commence on **17 August 2020** and shall be completed by **16 August 2023**, with an option to extend by a further 2 years in yearly increments, subject to the written agreement of both parties in line with the Variation to Contract Clause at item 16

6 COSTS

- 6.1 HSE will be responsible for placing orders for work. Where appropriate a quotation may be requested from several approved framework suppliers prior to award of a particular piece of work.
- 6.2 The Contractor may only undertake work on receipt of an approved Purchase Order issued by HSE.
- 6.3 The following daily rate shall be payable by HSE for providing the services. All rates are exclusive of VAT

Day rate	
Group Head	£1,091
Senior Research Director	£1,091
Research Director	£888
Senior Researcher	£732
Researcher	£525
Research Assistant	£467
Senior Statistician	£888
Statistician	£732
Data Director	£888
Senior Data Manager	£732
Data Manager	£525
Project Manager	£732

- 6.4 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 16 Variation to Contract.

- 6.5 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 9.1 and 9.2 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 receipt of a correct invoice. All invoices must include the relevant HSE Purchase Order No.
- 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 The deliverables within each Purchase Order will be agreed at the outset between HSE and the Contractor. All work must be delivered to HSE's specifications. Payment will be made upon satisfactory receipt of all deliverables

11 INTELLECTUAL PROPERTY

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

12 ACCESS TO HSE PREMISES

- 12.1 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.
- 12.2 HSE reserves the right, at its sole discretion, to carry out audits and spot checks at any time during the Contract Period and at reasonable notice 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>

13 CONFIDENTIALITY

- 13.1 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.
- 13.2 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).
- 13.3 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.

14 PUBLICATION

- 14.1 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.
- 14.2 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.

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

15 VARIATION TO CONTRACT

- 15.1 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.
- 15.2 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.

16 GOVERNING LAW

- 16.1 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.

17 TERMINATION

- 17.1 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

17 August 2020

Duly authorised to sign on behalf of

NatCen Social Research

35 Northampton Square, London, EC1V 0AX

Signature

_____

Name in Capitals

_____

Position

_____

Date

25th August 2020

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

HSE wishes to draw on the contractors expertise on an ad-hoc, call-off basis, as required and in line with the Contractors proposal dated 01 June 2020, a copy of which is embedded here:



T1 - NatCen.pdf

Support is likely to be needed across a range of areas likely to included, but not limited to:

4.1.1 CURRENT HEALTH RESEARCH

Analysis of the results from longitudinal epidemiological workplace studies looking at current and cumulative (retrospective) exposure as well as information on health status. An example of this is data available from HSE studies of exposed workers in the brick and stone, foundries and wood dust industry sectors. Air sample data from occupational hygiene surveys and health information from health questionnaires and spirometry is available. We require data cleaning and analysis of baseline and post-intervention data, including potential relationships of health data to exposure matrices.

4.1.2 CURRENT HEALTH RESEARCH TECHNICAL OUTPUTS

Collaboration with HSE's medical and health researchers on the production of research reports and/or papers for publication in scientific journals on the results of health studies e.g. the outputs of the longitudinal studies in 4.1.1.

4.1.3 NEWLY AVAILABLE HEALTH RESEARCH DATA

Contribution to research projects using recently available data sets; data entry, data cleaning and analysis as well as report writing. Examples of this are a research project on the assessment of historic Approved Medical Examiner of Divers (AMED) diving records and a large asthma data set generated by the European Lung Foundation.

4.1.4 NEW HEALTH RESEARCH

Contribution to new research (of mixed methodologies and including review of pertinent literature) projects and conduct cross sectional or longitudinal epidemiological analysis to gain further understanding of the health risks from occupational exposure. Working alongside HSE's health researchers could include;

- Jointly developing research projects with an agreed business case, funding and ethics approval, using existing or new protocols
- Identification of more modern ways of best collecting health data (e.g.

electronically rather than in hard copy) along with the appropriate governance procedures.

4.1.5 UTILISATION OF NATIONAL DATA

Scoping new ways of utilising national data e.g. Clinical Practice Research Datalink (CPRD) and the possibility of working with research councils.

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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 D -
Standard Terms and

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.

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 : Simon Holroyd, 020 7549 7033, simon.holroyd@natcen.ac.uk
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.

PLEASE NOTE, A NEW SCHEDULE WILL BE PROVIDED WITH EACH PIECE OF WORK UNDERTAKEN. THE BELOW IS JUST FOR GUIDANCE.

Description	Details
Identity of the Controller and Processor	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
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	

[illegible]

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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