

Commissioning Letter

██████████
BMG Research Ltd
Beech House
Greenfield Crescent
Edgbaston
Birmingham
B15 3BE

25 October 2017

Dear ██████████

Research and Evaluation Framework Agreement (CR150025BIS) – Lot 1 HSE Audience Measures

Thank you for your response to the Specification for the above Commission by the Health and Safety Executive (HSE - the Customer) through the Research and Evaluation Framework dated January 2nd 2016 between (1) Secretary of State for Business, Innovation and Skills; and (2) BMG Research (the Framework Agreement).

- Annexes:
- A. Supplemental Tender 'Audience Measures – a four-year research project' dated 9th October 2017
 - B. Specification for 'HSE Audience Measures' dated 9th August 2017
 - C. Non-Disclosure agreement

The Health and Safety Executive accepts your Supplemental Tender (Annex A), submitted in response to our Specification (Annex B).

The Call-Off Terms and Conditions for this Contract are those set out in [Schedule 5] to the Framework.

The contract will last for a duration of four years and will end on **31 March 2021**. Year 1 of the contract is fixed. Years 2, 3 and 4 of the contract are proposed though subject to confirmation by HSE of specific focus and scale. The supplier is not to progress any stages of work (in years 2, 3 or 4) without the express authority of HSE in writing. Work on further stages will be subject to written agreement on the nature of activity and reporting plus clear invoicing arrangements. Any further activity into years 2, 3 and 4 will be restricted to activities that are specified (annex B) and proposed (annex A). To be clear there is no requirement for HSE to continue with any further stage of work following year 1.

The value of the full four-year contract is agreed at a maximum value of £1million plus VAT. The total charge for year 1 of the contract is agreed as **£249,880** exclusive of VAT which should be added at the prevailing rate. The agreed invoice schedule of the contract is as follows:

- Invoice 1 – £74,964 + VAT on 17 November 2017 (linked milestone: Satisfactory initiation of macro surveys of employers and employees).
- Invoice 2 - £74,976 + VAT on 31 January 2018 (linked milestone: satisfactory receipt of top-line macro survey results).
- Invoice 3 - £99,952 + VAT on 26 March 2018 (linked milestone: satisfactory completion of reporting from year 1 research).
- NB Invoicing for years 2, 3 and 4 of the contract are to be determined.

All invoices should be sent to APinvoices-HAS-U@sscl.gse.gov.uk with an electronic copy to matt.carter@hse.gov.uk

You are reminded that any Customer Intellectual Property Rights provided in order to perform the Services will remain the property of the Customer.

The agreed deliverables for year 1 of the contract are set in section 6 of Annex A.

The Services Commencement Date shall be effective from the date of this letter. The Completion date is **31st March 2021**.

The Contract may be terminated for convenience by giving 30 working days' notice in accordance with clause 37 of the Call-off Terms and Conditions.

Your invoice(s) for this work must quote the Purchase Order No, a copy of which will be generated and despatched to you following full sign off by both parties of this commissioning letter. Your invoice must also include the Commission number: HSE/T3129

The Service necessitates the sharing of certain HSE and personal data. As such, a data non-disclosure agreement has been agreed and is attached at Annex C.

The Authorised Representative for this Commission will be [REDACTED] who can be contacted at g [REDACTED]

The HSE nominated officer for dealing with the day-to-day work of the contract is Matt Carter [REDACTED]

Yours sincerely

[REDACTED]
[REDACTED]
Procurement Manager

SIGNATORIES

By signing and returning this Commissioning Letter the Service Provider agrees to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Commissioning Letter and Annexes incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement.

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature

Name in Capitals

Position

Date

Duly authorised to sign on behalf of

BMG RESEARCH LTD (The Service Provider)
Beech House, Greenfield Crescent, Edgbaston, Birmingham, B15 3BE

Signature

Name in Capitals

Position

Date

25 October 2017

Duly authorised to sign on behalf of the

HEALTH AND SAFETY EXECUTIVE (The Customer)
Building 6.4, Redgrave Court, Merton Road, Bootle, Merseyside L20 7HS

Annex A: Supplemental Tender

Annex B: Specification

Annex C: Non-Disclosure Agreement