

## PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

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**PHE\_Scientific - Toxicology and Epidemiology Review Services (Chilton) – (Contract ref: ECM\_7456)**

This Contract is made between:

**The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England** of 133-155 Waterloo Road, London, SE1 8UG (the "Authority")

and

**IEH Consulting Ltd**, company number **09570560** with a registered address at Bridgford Business Centre 29 Bridgford Road, West Bridgford, Nottingham, Nottinghamshire, United Kingdom, NG2 6AU (the "Supplier")

The following is agreed:

1. The Contract is made up of the following documents:
  - (a) this Form of Contract for ECM\_7456 - invitation to tender ("ITT") reference number – 4338; PHE\_Scientific - Toxicology and Epidemiology Review Services (Chilton);
  - (b) the Specification and Tender Response (but only in respect of the Authority's requirements, including any clarifications of the requirements agreed by the Authority as part of the tender process);
  - (c) Schedule 1: Optional Provisions, if any;
  - (d) Schedule 2: General Terms and Conditions;
  - (e) Schedule 5: Commercial Schedule;
  - (f) Schedule 3: Information Governance Provisions (subject to amendments set out in paragraph 3 below);
  - (g) Schedule 4: Definitions and Interpretations; (subject to amendments set out in paragraph 4 below)
  - (h) the order in which all subsequent schedules appear, if any;
  - (i) the Specification and Tender Response (other than those parts referred to in (b) above;
  - (j) any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

(all of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract")

2. Subject always to Clause 1.10 of Schedule 4, if there is an inconsistency between any of the documents listed above, the order of priority for construction purposes shall be that a higher listed document shall prevail over a lower listed document, i.e. document (a) shall prevail over all other documents; document (b) shall prevail over document (c).

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3. The parties agree the following amendments to the PHE Terms and Conditions for Provisions of Services, Schedule 3 – Information and Data Provisions

a)	Clause 1.1 amended:	This clause is amended to read as follows: "In respect of any Confidential Information it may receive directly or indirectly from the other Party and/ or an Advisory Committee (" <b>Discloser</b> ") and subject always to the remainder of Clause 1 of this Schedule 3, each Party (" <b>Recipient</b> ") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:"
b)	Clause 1.4 amended:	This clause is amended to read as follows: "The Supplier may only disclose the Authority or Advisory Committee's Confidential Information, and any other information provided to the Supplier by the Authority or Advisory Committee in relation to this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the written discretion of the Authority or Advisory Committee (as the case may be), destroyed securely or returned to the Authority or Advisory Committee (as the case may be) when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority or Advisory Committee's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract."
c)	Clause 1.6.2 amended:	This clause is amended to read as follows: "for all other Confidential Information for a period of five (5) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties."

4. The parties agree the following amendments to the PHE Terms and Conditions for Provisions of Services, Schedule 4 – Definitions and Interpretations

a)	Clause 1.1 amended:	<p>The following definition of "Advisory Committee" is inserted after the definition of "Actual Services Commencement Date" and before the definition of "Authority":</p> <p>"Advisory Committee" means each and all of the Committee on Carcinogenicity of Chemicals in Food, Consumer Products and the Environment ("COC"), the Committee on Mutagenicity of Chemicals in Food, Consumer Products and the Environment ("COM"), the Committee on Toxicity of Chemicals in Food, Consumer Products and the Environment ("COT"), the associated working groups of COC, COM and COT, and any successor committees or working groups carrying out the same or similar functions;</p>
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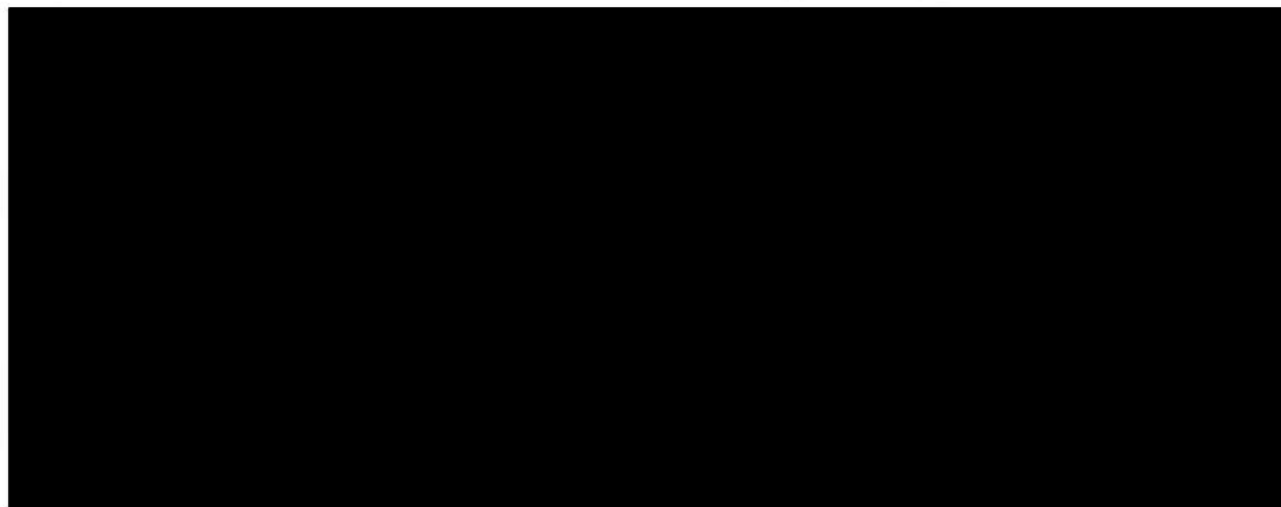
5. The Contract will commence on **17<sup>th</sup> August 2020** (the "Commencement Date") and the Term of this Contract shall expire **3** years from the Commencement Date.



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6. The Term may be extended by 2 years (24 months) and then a further 1 year (12 months) in accordance with Clause 15.2 of Schedule 2.
7. The Supplier shall use the form of invoice template as shown in Appendix A in accordance with Clause 9.3 of Schedule 2



Date: 24th August 2020

Date: 15<sup>th</sup> August 2020

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## Schedule 1

### Optional Provisions

These optional provisions and Schedules shall only apply to the Contract where they have been checked and any information required is completed.

☐ **1: Implementation Phase**

Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Schedule 2 to the Implementation Plan shall apply and the Implementation Plan is set out in Schedule **[insert schedule number]**.

☐ **2: Services Commencement Date (where the Services are to start at a date after the Commencement Date)**

The Services Commencement Date shall be **[insert date]** and the Long Stop Date referred to in Clause 15.5.1 of Schedule 2 shall be **[insert date]**.

☐ **3: Quality assurance standards**

The following quality assurance standards shall apply, as appropriate, to the provision of the Services: [insert standards].

☐ **4: Application of TUPE at the commencement of the Services**

The Parties agree that Clauses 5.14 and 5.15 of Schedule 2 shall not apply to this Contract and that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Schedule [insert schedule number] shall apply to such transfer.

☐ **5: Assignment of Intellectual Property Rights in deliverables, materials and output**

- 5.1 The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.
- 5.2 Unless specified otherwise in the Specification and Tender Response Document, the Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in the Specification and Tender Response Document, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

☒ **6: Supplier as Data Processor**

The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor in respect of Personal Data Processed under this Contract and that of Clause 2.2 of Schedule 3 and the provisions of the Data Protection Protocol must be complied with by the Parties as a term of this Contract.

☐ **7: Guarantee**

Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of



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guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Optional Provision shall be an irremediable breach of this Contract.

### ☐ **8: Termination for convenience**

- 8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on [one (1)/three (3)/six (6) months'] written notice. [Such notice shall not be served within [one (1)] year of the Actual Services Commencement Date].
- 8.2 [Should the Authority terminate this Contract in accordance with Clause 8.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule 5].

### ☐ **9: Right to terminate following a specified number of material breaches**

Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

### ☐ **10: Right to terminate following a specified number of material breaches**

The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

### ☐ **11: Inclusion of a Change Control Process**

Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Schedule **[insert schedule number]**.

### ☐ **12: Exit plan**

Within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause 12 of Schedule 1 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

### ☐ **Extra Optional Provisions**