

## COMMERCIAL IN CONFIDENCE

### REVIEW GATEWAY 03

## Access Agreement

### NHS Supply Chain: Sterile Intervention Equipment and Associated Consumables

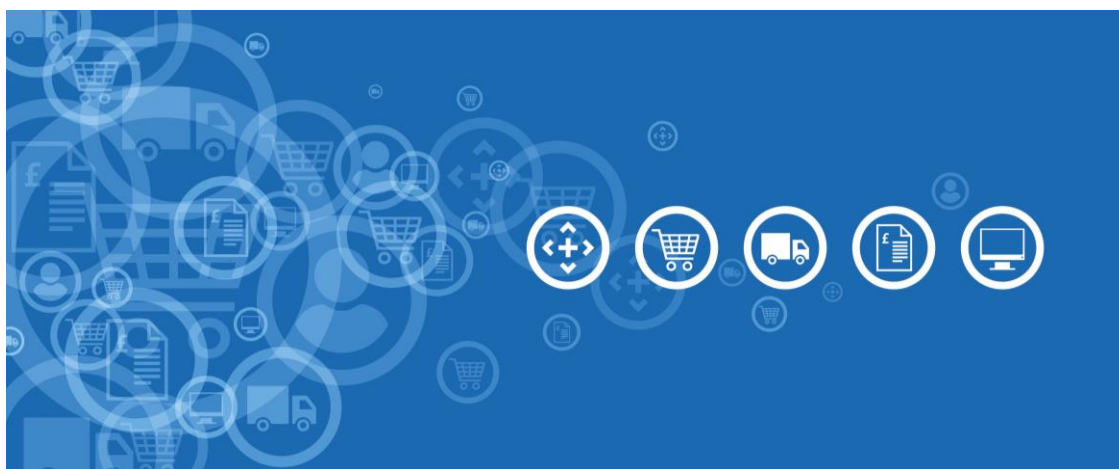
**Contract Title:****Minimally Invasive Surgery Framework Agreement**

OJEU notice reference: 2020/S 170-412525

**Between:****Sheffield Teaching Hospitals NHS Foundation Trust****and****Medtronic Limited**

**Important note:** This is not a legal agreement, however, should the Trust(s) not maintain the qualifying conditions of this agreement, the Supplier has, at their discretion, the right to re-address the discount structure and may re-request that Supply Chain Coordination Limited (SCCL) the Contracting Authority invoices the Trust for the difference between actual and commitment activity. Please see section 4, Trust Obligations, of this agreement for further detail. SCCL is similarly indemnified of any liability in connection or arising from the commitments made in this access agreement, except for that which is an obligation of the Framework Agreement.

Start Date:	<b>1<sup>st</sup> May 2024</b>
End Date:	<b>6<sup>th</sup> November 2025</b>
Contract Award Type:	Transacted via NHS Supply Chain
Type of Agreement:	National Pricing Matrix (NPM)
Lot(s), Sub Lots and Banding: (where applicable)	Listed below in section 7.
Commitment Levels:	16 Months



## Access Agreement

This Access Agreement enables the Trust(s) to access the services sourced by Supply Chain Coordination Limited (SCCL) as tendered in the Official Journal of the European Union Contract Notice 2020/S 170-412525.

1. This agreement shall commence on **1<sup>st</sup> May 2024** and shall give the Trust(s) access, for the period of the agreement which will expire on **6<sup>th</sup> November 2025**
2. All aspects of the Access Agreement, declared savings and Suppliers' commercial offers, are deemed commercial in confidence and should be treated as such by all staff involved in accessing of the relevant Framework Agreement (as stated above).
3. SCCL's single point of contact who will be responsible for supporting Trust(s) in their understanding and operation of the relevant Framework Agreement (as stated above).  
Seb Spencer  
[Seb.spencer@supplychain.nhs.uk](mailto:Seb.spencer@supplychain.nhs.uk)

## Supply Chain Coordination Limited (SCCL) Obligations

4. SCCL shall make available to the Trust(s) the relevant parts of the relevant Framework Agreement (as stated above) including named supplier contacts.
5. SCCL shall retain overall responsibility for the management of the relevant Framework Agreement (as stated above).
6. SCCL shall communicate with the Trust(s) on matters relating to implementation progress based upon agreed SLA's
7. Both the Trust and Supplier reserve the right to end this agreement upon giving 30 days' notice.

## Sheffield Teaching Hospitals NHS Foundation Trust Obligations

1. The Trust(s) shall order products via the NHS Supply Chain transacted route (Stock, Blue Diamond or e-Direct) for all Lots and sub-categories from any of the suppliers specified in this document.
2. Where it is not possible to order products and services via the transacted route, such as loaned equipment; the Trust(s) agrees to provide a separate usage report, monthly, or give authorisation to SCCL to retrieve this on their behalf, directly from Suppliers.
3. Should the Trust look to take up additional discounts via commitment to term and/or market share, or as part of the supplier supplementary offers, the relevant lead clinician for the speciality and the authorised procurement / finance person shall authorise the Access Agreement in recognition of the qualifying conditions.
4. Should the Trust(s) not maintain the expected levels of activity for this agreement when reviewed, then the Supplier has at their discretion, the right to re-assess the activity and move the Trust(s) to the correct discount level.
  - 4.1. Trust is to maintain a market share level of 80% in each applicable lot (volume eaches) with Medtronic to maintain applicable NPM bandings (bandings could be adjusted in line with market shares if reduced)
  - 4.2. The exceptions being:
    - 4.2.1. that the Trust has seen an unforeseen drop in throughput, due to a change in service provision or other significant unforeseen circumstance. Thus, effecting the customer ability to meet the required originally contracted activity levels for the product.



4.2.2. the Trust receives an instruction to address this agreement / product mix.

4.2.3. the Supplier is unable to supply or support the business for the relevant products.

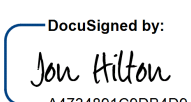
4.2.4. the Supplier service level drops to an unacceptable level and fails to address the issue.

5. The Trust(s) shall inform SCCL when experiencing unacceptable levels of service or product inadequacies.
6. If the Trust extends the term of the call-off, it is the responsibility of the Trust(s) to request SCCL extend the access agreement.  
  
6.1. If this request is not made, then the Trust(s) shall not continue to access the framework agreement beyond the agreed term.
7. The Trust(s) are signing up to the following suppliers and access conditions for the following Lot(s):

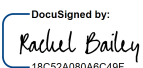
Lot #	Lot Name	Band
1	Clips and Appliers	11
2	Energy	11
3	Stapling	11



**Authorised representatives of Sheffield Teaching Hospitals NHS Foundation Trust.  
Signed for and on behalf of the Trust we hereby agree to the above terms of this Access Agreement.**

Procurement / Finance Lead		Clinical Lead (if required)	
Signature:		Signature:	
Name:	Jon Hilton	Name:	
Title:	Procurement Director	Title:	
Email:	jonathan.hilton2@nhs.net	Email:	
Date:	11-Jun-2024	Date:	

**Signed for and on behalf of authorised representatives of Medtronic Limited.**

Supplier Representative	
Signature:	
Name:	Rachel Bailey
Title:	Head of Strategic Pricing UK & Ireland
Email:	rachel.bailey@medtronic.com
Date:	04 June 2024

### Access to the Minimally Invasive Surgery

Pricing to be implemented from	End Date
<b>1<sup>st</sup> May 2024</b>	<b>6<sup>th</sup> November 2025</b>

#### Agreement Prepared by:

Seb Spencer  
Category Buyer  
23.05.24

Address: Don Valley House, Savile Street East, Sheffield S4 7UQ

Email: [Seb.Spencer@supplychain.nhs.uk](mailto:Seb.Spencer@supplychain.nhs.uk)

[www.supplychain.nhs.uk](http://www.supplychain.nhs.uk)

