

Document No. 08**Invitation to offer for NHS Generic Pharmaceuticals Wave 10b****Offer reference number: CM/PHG/15/5465****Period of framework agreement: Dates detailed below with options to extend up to a maximum period of 48 months****Potential periods of call-offs under the framework agreement:**

100% products:	All regions:	01/11/2016 to 28/02/2019 (28 months)
33% products:	DCE & DSW:	01/11/2016 to 30/06/2018 (20 months)
Housekeeping:	DLS & DNE:	01/11/2016 to 30/06/2017 (8 months)
	DLN & DNW:	01/11/2016 to 30/06/2017 (8 months)

In order to ensure consistency of approach, the new Cabinet Office terms are awaited to reflect the requirements of Regulation 73, of the Public Contracts Regulations 2015 and, until such time, the requirements of the Regulation will be implied into the contract and bidders will be deemed to submit their bid/offer on that basis.

Contract reference number: [insert reference number]

THIS FRAMEWORK AGREEMENT is made the [insert the day that the Commercial Medicines Unit sign] day of [insert the month and year that the Commercial Medicines Unit sign]

BETWEEN:

- (1) **The Secretary of State for Health acting as part of the Crown through the Commercial Medicines Unit (part of the Department of Health)** whose principal office is at **Richmond House, 79 Whitehall, London SW1A 2NS** (the Authority); and
- (2) **[insert name of Supplier]** whose registered office is at **[insert registered address of Supplier]** ('the Supplier').

Individually referred to as a "Party" and together referred to as "the Parties"

WHEREAS:

- (A) An advertisement was placed by the Authority in the Official Journal of the European Union on **[insert date]**, reference **[insert reference number]** in respect of a framework agreement for the supply of **[insert details]** to Participating Authorities (as defined below). Therein the Authority invited offers from economic operators to participate in a competitive tender.
- (B) On the basis of its offer, the Authority has selected the Supplier (and may have appointed other suppliers) to provide the Goods/Services (as defined below) to Participating Authorities in the manner and on the terms described herein.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

In this Agreement the following words and phrases shall have the following meanings:

- “Agreement”** means this framework agreement including the appendices hereto and any other documents incorporated by reference herein.
- “Commercially Sensitive Information”** means the information (i) listed in the Commercially Sensitive Information Schedule; or (ii) notified to the Authority in writing (prior to the commencement of this Agreement) which has been clearly marked as Commercially Sensitive Information comprised of information:
- (a) which is provided by the Supplier to the Authority in confidence for the period set out in that Schedule or notification; and/or
- (b) that constitutes a trade secret.
- “Confidential Information”** means any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is expressly marked as "confidential") or which ought reasonably to be considered to be confidential.
- “Electronic Trading System(s)”** means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time.
- “Employment Legislation”** means the, Equality Act 2010, Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 or any equivalent legislation applicable in Scotland, Northern Ireland and/or Wales or any other relevant legislation relating to discrimination in the employment of employees, or any other relevant legislation in the United Kingdom relating to discrimination in the employment of employees.

"Goods / Services"

means the goods and services more particularly described in the Specification.

"Insolvent"

means:

(a) if the Supplier is an individual, that individual or where the Supplier is a partnership, any partner(s) in that firm becomes bankrupt or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors;

(b) if the Supplier is a company, the passing by the Supplier of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Supplier or the dissolution of the Supplier, or if an administrator is appointed, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of any of the Supplier's assets, or if the Supplier makes an arrangement with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; and

(c) any event in any jurisdiction other than England and Wales which is analogous to any of (a) and (b) above.

"Invitation to Offer"

means the invitation to offer issued by the Authority as referred to in Recital (A) comprising the documents listed in the Authority's cover letter to the Supplier.

"NHS Conditions of Contract"

means the NHS terms and conditions of contract for the purchase of goods (supplementary) May 2015 included with the Invitation to Offer and which will govern any Order raised by a Participating Authority.

"Offer"

means the offer submitted by the Supplier as referred to in Recital (B).

"Order"	means an order raised by a Participating Authority for the supply the Goods/Services pursuant to this Framework Agreement.
"Participating Authorities"	means all or any of the bodies listed in Appendix One and any successor to any such body together with all other bodies incumbent within the listed NHS Pharmacy Purchasing Group or any other bodies authorised by virtue of their inclusion in the relevant OJEU notice to participate in the Framework Agreement.
"Product Information"	means information concerning the Goods/Services supplied by the Supplier to the Authority in accordance with Clause 10 for inclusion in the Commercial Medicines Unit's product catalogue from time to time.
"Specification"	means the specification for the Goods/Services included in the Invitation to Offer.
"Supplementary Conditions of Contract"	means the NHS supplementary conditions of contract for the purchase of pharmaceuticals [October 2012] included with the Invitation to Offer and which will govern any Order raised by a Participating Authority.
"Terms of Offer"	means the document entitled Terms of Offer issued by the Authority as part of the Invitation to Offer.

2. DURATION AND SCOPE

- 2.1 In respect of each category of Goods/Services OR Lot thereof specified in the Award schedule (Appendix 2), this Framework Agreement shall commence on the date stated in the Award schedule (Appendix Two) for that category of Goods/Services OR Lot thereof and shall continue in force until the date stated in the Award schedule (Appendix Two) for that category of Goods/Services OR Lot thereof, unless no later than three (3) months prior to the specified expiry date the Authority exercises by notice in writing to the Supplier its option to extend the Framework Agreement in accordance with Clause 2.2 below.
- 2.2 The Authority shall have the option to extend this Framework Agreement for a further period of up to [X] months. Any extension shall be for such period as the Authority may specify in the notice given pursuant to Clause 2.1. The Authority shall be entitled to extend all or part of the Framework Agreement and any extension shall apply to all of the Goods/Services or to such units or part(s) of the Goods/Services as the Authority may specify in the notice given pursuant to Clause 2.1.

3. OBLIGATIONS OF THE SUPPLIER

- 3.1 In consideration of (a) the Authority agreeing to appoint the Supplier to this Framework Agreement and (b) the Authority agreeing to pay £5 (five pound) to the Supplier, receipt of which is hereby acknowledged by the Supplier, the Supplier undertakes to supply Goods/Services of the exact quality, type and price specified in Appendix Two, in such quantities, to such extent and at such times and locations as may be ordered pursuant to this Framework Agreement, in accordance with the terms of the Offer and the NHS Conditions of Contract . In the event of any inconsistency between the Terms of Offer and the terms of Appendix Two, the latter shall prevail.
- 3.2 The Supplier will accept orders pursuant to this Framework Agreement for the Goods/Services from any Participating Authority.
- 3.3 The Supplier agrees that the NHS Conditions of Contract, and the Supplementary Conditions of Contract shall apply to all supplies of the Goods/Services made by the Supplier to Participating Authorities pursuant to this Framework Agreement. The Supplier agrees that it will not in its dealings with Participating Authorities seek to impose or rely on any other contractual terms which in any way vary or contradict the NHS Conditions of Contract or the Supplementary Conditions of Contract.
- 3.4 The Supplier warrants that in submitting the Offer it has complied with the terms of the Invitation to Offer (including in particular but not limited to the Terms of Offer). The Supplier also agrees that it will continue to comply with the following provisions of the Terms of Offer throughout the duration of this Framework Agreement:
- 3.4.1 paragraph 4 (Freedom of Information Act 2000);
 - 3.4.2 paragraph 11 (contract monitoring); and

and that breach of this Clause 3 shall constitute a material breach which will entitle the Authority to terminate this Framework Agreement in accordance with Clause 14.

4. PRICE

- 4.1 The Supplier acknowledges and agrees that the Authority has entered into this Framework Agreement on the basis of the pricing information supplied to and accepted by the Authority as specified in Appendix Two. The Supplier shall not offer Goods/Services the subject of this Framework Agreement to Participating Authorities at a lower price than has been accepted by the Authority as specified by the Supplier in Appendix Two unless in accordance with Appendix Three.
- 4.2 If the Supplier offers Goods/Services the subject of this Framework Agreement to a Participating Authority at a lower price than that specified in Appendix Two, in breach of Clause 4.1 above, this breach shall be deemed to be a material breach of this Framework Agreement, and shall entitle the Authority to terminate this Framework Agreement in accordance with Clause 14.

- 4.3 The right to terminate this Framework Agreement given by Clause 4.2 above shall be without prejudice to any other right or remedy of the Authority in respect of the breach concerned or any other breach.
- 4.4 The Authority may, at its sole discretion, decide to accept the Supplier's breach of Clause 4.1 above and instead of terminating this Framework Agreement the Authority shall substitute the lower price offered by the Supplier in breach of Clause 4.1 above for the original price specified in Appendix Two.
- 4.5 Any waiver by the Authority of Clause 4.2 above, pursuant to Clause 4.4 above, shall not be considered as a waiver of any subsequent breach of the same or any other provision of this Framework Agreement.
- 4.6 Where the Contract Price is or may become subject to any pricing requirements of any voluntary and/or statutory pricing regulation schemes, the Parties shall comply with such requirements as required by Law from time to time and specifically as required by the statutory pricing regulation scheme (and any future regulation) or to the extent applicable to the Supplier from time to time as an industry member of a voluntary scheme, including any reductions in price by reason of the application of such schemes.

5. THE POSITION OF PARTICIPATING AUTHORITIES

- 5.1 Other suppliers, in addition to the Supplier, may have been awarded the right to participate in a framework agreement as a result of the procurement process the subject of the Invitation to Offer. Further suppliers may be appointed in the future to supply Goods/Services of the same type as those that are the subject of this Framework Agreement. Accordingly, the Supplier acknowledges that Participating Authorities are under no obligation to place any, or any particular level or volume of Orders with the Supplier under or pursuant to this Framework Agreement. The Supplier accepts that the Authority shall have no liability to it in respect of or arising out of the volume of Orders received by the Supplier during the continuance of this Framework Agreement.

6. THE POSITION OF THE AUTHORITY AND THE COMMERCIAL MEDICINES UNIT

- 6.1 The Secretary of State acting through the Commercial Medicines Unit, a part of the Department of Health, has established this Framework Agreement as a central purchasing body for and on behalf of such Participating Authorities as may from time to time be Participating Authorities. The supply contracts resulting from such Orders will be between the Supplier and the Participating Authorities concerned and the Authority shall not be a party thereto nor shall the Authority have any liability arising out of the acts or omissions of Participating Authorities in connection with such contracts.

7. **ASSIGNMENT**

- 7.1 This Framework Agreement is personal to the Supplier. The Supplier shall not assign, novate, sub-contract or otherwise dispose of this Framework Agreement or any part of it or the benefit or advantage of this Framework Agreement or any part of it without the previous written consent of the Authority.

8. **PRE-CONTRACTUAL STATEMENTS**

- 8.1 (Save in the case of fraud) no statements made by or on behalf of the Authority at any time before, during or after the competition leading to conclusion of this Framework Agreement shall add to or vary this Framework Agreement or be of any force or effect unless any such pre-contractual statements are expressly set out in this Framework Agreement. The Supplier waives any right it may have to make any claim whatsoever in connection with any non-fraudulent pre-contractual statements made by or on behalf of the Authority. This waiver shall be unconditional and irrevocable, but it is expressly agreed that it shall not exclude any liability of the Authority for pre-contractual statements made fraudulently.
- 8.2 Without prejudice to the generality of Clause 8.1 the Supplier acknowledges that it has not been induced to enter into this Framework Agreement by any indication as to the volume or content of Orders which might be placed by Participating Authorities.

9. **WARRANTY**

The Supplier warrants to the Authority that it has all necessary corporate standing and authorisation to enter into and be bound by the terms of this Framework Agreement. At all times in connection with this Framework Agreement, the Supplier shall be an independent contractor and nothing in this Framework Agreement shall create a relationship of the Authority or partnership or a joint venture as between the Supplier and the Authority and accordingly the Supplier shall not be authorised to bind the Authority.

10. **ELECTRONIC PRODUCT INFORMATION**

- 10.1 The Supplier shall provide the Authority the Product Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time, for the sole use by the Authority.
- 10.2 The Supplier warrants that the Product Information is and will be complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information does not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with this Clause 10.
- 10.3 In the event the Product Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Product Information.

- 10.4 The Supplier grants the Authority a non-exclusive royalty free licence in perpetuity to use and exploit the Product Information and any intellectual property therein for the purpose of illustrating the range of goods and services (including, without limitation, the Goods/Services the subject of this Framework Agreement) available pursuant to the Authority's contracts from time to time. No right to illustrate or advertise the Product Information is granted to the Supplier by the Authority as a consequence of the licence conferred by this Clause 10.4 or otherwise under the terms of this Framework Agreement.
- 10.5 The Authority may reproduce for its sole use the Product Information provided by the Supplier in the Commercial Medicines Unit's product catalogue from time to time which shall be made available on the National Health Service internal communications network in electronic format or made available on the Commercial Medicines Unit's external website or any other electronic media of the Commercial Medicines Unit from time to time.
- 10.6 Before any publication of the Product Information (electronic or otherwise) is made by the Authority, it will submit a copy of the relevant sections of its product catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Product Information in any product catalogue as a result of the approval given by it pursuant to this Clause 10.6 or otherwise under the terms of this Framework Agreement.
- 10.7 If requested in writing by the Authority, the Supplier and the Authority shall forthwith negotiate in good faith an agreement to use the Electronic Trading System.

11. SALES INFORMATION

- 11.1 If requested by the Authority, the Supplier shall provide the Authority with statements giving accurate and complete details of the quantity and value of the Goods/Services supplied by the Supplier to Participating Authorities pursuant to this Framework Agreement. The frequency, format and level of detail to be included in such statements shall be as specified by the Authority in the Invitation to Offer, or as otherwise agreed between the Authority and the Supplier.
- 11.2 The Supplier shall keep at its normal place of business detailed, accurate and up to date records of the quantity and value of the Goods/Services sold by it to any Participating Authority pursuant to this Framework Agreement, together with accurate details of the identity of the Participating Authority to which such Goods/Services were sold. Subject to any other auditing process being agreed between the Authority and the Supplier in writing, the Authority shall be entitled by prior appointment to enter the Supplier's normal place of business during normal office hours and to inspect such records in order to verify whether any statement supplied by the Supplier to the Authority pursuant to Clause 11.1 is accurate and complete.

12. CONFIDENTIALITY AND TRANSPARENCY

- 12.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and or the Environmental Information Regulations, the content of this Framework Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA and or the Environmental Information Regulations. Notwithstanding any other term of the Framework Agreement, the Supplier hereby gives its consent for the Authority to publish the Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA and or the Environmental Information Regulations redacted), including from time to time any agreed changes to the Framework Agreement, to the general public.
- 12.2 The Authority may, at its sole discretion, redact information from the Framework Agreement prior to publishing for one or more of the following reasons:
- (a) national security;
 - (b) personal data;
 - (c) information protected by intellectual property law;
 - (d) confidentiality including third party confidential information;
 - (e) IT security;
 - (f) prevention of fraud; and/or
 - (g) commercial sensitivity.
- 12.3 The Authority may consult with the Supplier to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion.
- 12.4 The Authority may disclose the Confidential Information of the Supplier:
- (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 12.4(a) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the audit rights at Clause 11.2; 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 Agreement,

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 12.

13. **EQUALITY AND NON-DISCRIMINATION**

- 13.1 In fulfilling its obligations under this Framework Agreement the Supplier shall ensure that it complies with all current Employment Legislation and in particular, does not unlawfully discriminate in breach of any Employment Legislation.
- 13.2 The Supplier shall take all reasonable steps (at its own expense) to ensure that any employees employed to fulfil the Supplier's obligations under this Framework Agreement do not unlawfully discriminate in breach of any Employment Legislation.
- 13.3 In the management of its affairs and the development of its equality and diversity policies, the Supplier shall co-operate with the Authority in light of the Authority's obligations to comply with statutory equality duties. The Supplier shall take such steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in the fulfilment of its obligations under this Framework Agreement.

14. **TERMINATION BY THE AUTHORITY**

- 14.1 The Authority may terminate this Framework Agreement by serving written notice on the Supplier in any of the following circumstances:
- 14.1.1 a material failure by the Supplier to perform any obligation of the Supplier under this Framework Agreement provided that (if capable of remedy) such failure has not been remedied to the Authority's reasonable satisfaction within a period of 30 days following written notice demanding remedy of the failure in question being served by the Authority on the Supplier; or
- 14.1.2 the Supplier fails to perform any material obligation of the Supplier under this Framework Agreement on more than three occasions; or
- 14.1.3 the Supplier becomes Insolvent or otherwise ceases to be capable of supplying the Goods/Services the subject of this Framework Agreement; or
- 14.1.4 the Supplier is in default of any duty of care or any fiduciary or statutory duty owed to the Authority and/or any employee or agent of the Authority; or

- 14.1.5 there is a change of ownership or control of the Supplier which, in the reasonable opinion of the Authority will have a material impact on the supply of the Goods/Services the subject of this Framework Agreement or the image of the Authority; or
- 14.1.6 the Supplier purports to dispose of this Framework Agreement in breach of Clause 7; or
- 14.1.7 the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Framework Agreement or any contract with a Participating Authority pursuant to this Framework Agreement, or for showing or forbearing to show favour or disfavour to any person in relation to this Framework Agreement or any contract with a Participating Authority pursuant to this Framework Agreement; or similar acts have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Supplier); or
- 14.1.8 if in relation to this Framework Agreement or any contract with a Participating Authority pursuant to this Framework Agreement, the Supplier or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward to any officer of the Authority which shall have been exacted or accepted by such officer under colour of his office or employment and is otherwise than such officer's proper remuneration.
- 14.2 The Supplier agrees and acknowledges that the Authority is entitled to recover any costs the Authority, and/or any Participating Authorities, may incur in consequence of the Authority terminating this Framework Agreement pursuant to this Clause 14.
- 14.3 The Supplier agrees that upon termination for any reason or expiry of this Framework Agreement it shall not be entitled to make a claim against the Authority in relation to costs incurred by the Supplier in providing the Goods/Services or costs incurred in acquiring equipment and/or materials used in the provision of the Goods/Services or in engaging third parties in connection with the Goods/Services the subject of this Framework Agreement.
- 14.4 Where the Authority terminates this Framework Agreement under this Clause 14 this shall not in any way affect the validity of any Order raised by a Participating Authority prior to the date of such termination.
15. **GENERAL**
- 15.1 The parties accept the exclusive jurisdiction of the English courts in respect of any disputes that may arise out of this Framework Agreement and agree that this Framework Agreement is to be governed and construed in accordance with English law.

- 15.2 Any notice to be given pursuant to this Framework Agreement shall be in writing and shall be deemed duly served four days after it has been sent by pre-paid registered post to the address of the other party set out above or to such other address as may be notified by the recipient to the sender for the purposes of this Clause.
- 15.3 No amendment of this Agreement shall be valid unless agreed in writing by a duly authorised representative of each of the parties.
- 15.4 The failure by the Authority or the Supplier to insist upon the strict performance of any provision, term or condition of this Framework Agreement or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

SIGNED by and on behalf of the Parties on the date which first appears in this Agreement.

OFFICIAL

APPENDIX ONE
Participating Authorities

SPECIMEN

OFFICIAL

APPENDIX TWO
Details of Goods/Services and Prices

SPECIMEN

APPENDIX THREE**Framework Agreement Price Variation and Additional Goods****1. Price Variations**

- 1.1 At the end of every Pricing Period, the Authority may review the prices payable from time to time for the Goods ("the Review"). The Authority shall be entitled to increase or decrease the price of the Goods/Services in the event that such price does not in the reasonable opinion of the Authority reflect the market price. In assessing the market price under this paragraph 1.1, the Authority shall take into account the prices payable by other health authorities and NHS Trusts for goods which are reasonably equivalent to the Goods, but such market price shall be decided without reference to the prices then payable for the Goods under this Framework Agreement.
- 1.2 Within one month of the end of the relevant Pricing Period, the Authority may increase or decrease the price of the Goods by giving the Supplier not less than 1 month's written notice of such increase or decrease ("the Review Notice") and the Review Notice shall stipulate the new prices as varied pursuant to the Review ("the Revised Prices") and the reasons for this. The Supplier shall be entitled to supply the Goods at the revised prices as soon as it receives the Review Notice but otherwise the Revised Prices shall take effect automatically upon expiry of the Review Notice (unless the Supplier serves notice to terminate under paragraph 1.3 below in which case paragraph 1.4 below shall apply).
- 1.3 The Supplier may terminate this Framework Agreement by giving to the Authority not less than three months' notice in writing, such notice to be given within 14 days of its receipt of a Review Notice under paragraph 1.2 above.
- 1.4 For the avoidance of doubt, if the Supplier serves notice to terminate under paragraph 1.3 above until such notice expires, the prices shall remain fixed at the price payable immediately preceding the Review to which the Review Notice relates.
- 1.5 For the further avoidance of doubt, if the Supplier serves notice to terminate under paragraph 1.3 above the Supplier shall be obliged to supply the Goods in accordance with the terms of this Framework Agreement and any order that may be placed prior to the date of termination.
- 1.6 For the purpose of this paragraph 1, "Pricing Period" means:-
 - 1.6.1 in the case of the first Review to be carried out by the Authority, the period ending at the end of the [fifth/eleventh] month after the date of this Framework Agreement; or
 - 1.6.2 in the case of the second or any subsequent Review to be carried out by the Authority, a consecutive period of four calendar months after the first Review carried out pursuant to paragraph 1.6.1.

2. Additional Goods

- 2.1 Goods may be added to this Framework Agreement if they are within the same product range as any goods supplied from time to time under this Framework Agreement. The additional goods will be deemed to be within such product range if they are made with the same active ingredient(s) and the Supplier is the sole source of supply of such additional goods. Provided that each proposal for the supplier to provide additional goods shall be assessed by the Authority and this shall not place any obligation on the Authority to purchase such additional goods from the Supplier in breach of any law relating to public procurement. In all other cases where supply of additional goods is available from third parties, the Authority shall apply the statutory procedures to enable the Supplier and any third parties to participate in such exercise.
- 2.2 If the Supplier wishes to add additional goods to this Framework Agreement, it shall give the Authority one-month prior notice in writing of the identity and price of the additional goods.
- 2.3 The Authority reserves the right not to add the additional goods (being the subject matter of the notice given by the Supplier under paragraph 2.2 above) to this Framework Agreement. If the Authority wishes to exercise this right, it shall, within 14 days of the notice given by the Supplier under paragraph 2.2 above, give the Supplier notice in writing to that effect.
- 2.4 The price of the additional goods shall be the price offered by the Supplier under paragraph 2.2 above.

3. Termination by Supplier

- 3.1 The Supplier may terminate this Framework Agreement by giving to the Authority not less than three months' notice in writing, such notice to be given within fourteen days of its receipt of the notice referred to in Clause 2.1 of this Framework Agreement.
- 3.2 In the event that the Supplier (acting reasonably and in good faith) intends to cease to manufacture or to market any particular product line of the Goods in the United Kingdom the Supplier may terminate the supply under this Framework Agreement of such product line by giving three months' written notice to the Authority to such effect. The Supplier shall give reasonable details in its notice of the grounds for ceasing to manufacture or market the product line in the United Kingdom.
- 3.3 For the avoidance of doubt, in the event that the Supplier gives notice under paragraph 3.1 or paragraph 3.2 above, the Supplier shall be obliged to supply the Goods (in accordance with the terms of this Framework Agreement) pursuant to any Order that may be placed by, or on behalf of, customers prior to the expiry of the notice.

Duly authorised for and on behalf of the Authority:-

Name:

Position:

Signature:

In the presence of:-

Name:

Position:

Signature:

Duly authorised for and on behalf of [insert supplier name]:-

Name:

Position:

Signature:

In the presence of:-

Name:

Position:

Signature: