The Authority	NHS England whose principal office is at Quarry House, Leeds.
The Supplier	**[ ]**
Commencement Date	**[ ]**
Type of Goods	**Generic Pharmaceuticals**
Contract Reference	**CM/PHG/22/5657**

The Authority placed a contract notice 2022/S 000-025849 on 14 September 2022 in the Find a Tender (FTS) Portal inviting potential service providers (including the Supplier) to tender for the provision of NHS National Generic Pharmaceuticals Wave 14a (divided into Lots) to Participating Authorities identified in the contract notice under framework agreements.

On the basis of the Supplier's Offer, the Authority selected the Supplier to enter a framework agreement(s) to provide goods to those Participating Authorities who place Orders for Lots in accordance with this Framework Agreement.

This Framework Agreement is made on the date set out above subject to the terms set out in the schedules and appendix listed below ("**Schedules**"). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Framework Agreement.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Framework Agreement.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification
Schedule 6	Award Schedule
Schedule 7	Ordering Procedure
Schedule 8	Participating Authorities
Appendix A	Call-off Terms and Conditions for the Supply of Goods

Signed by the authorised representative of THE AUTHORITY

Signed by the authorised representative of THE SUPPLIER

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

1.1 The standard Key Provisions at Clauses 1 to 7 of this Schedule 1 shall apply to this Framework Agreement.

1.2 The optional Key Provisions at Clauses 8 to 10 of this Schedule 1Schedule 1 shall only apply to this Framework Agreement where they have been checked and information completed as applicable.

1.3 Extra Key Provisions shall only apply to this Framework Agreement where such provisions are set out at the end of this Schedule 1.

2 Duration and scope

2.1 In relation to each Good in each of the Supplier Lots specified in the Award Schedule, the terms of this Framework Agreement shall:

2.1.1 apply with effect from the effective date specified in the Award Schedule for that Good for that Supplier Lot ("the **Effective Date**"); and

2.1.2 unless terminated earlier in accordance with the terms of this Framework Agreement or the general law, shall continue to apply until the expiry date specified in the Award Schedule for that Good for that Supplier Lot ("the **Expiry Date**") unless the Authority elects to exercise its option to extend in accordance with Clause 15.2 of Schedule 2.

2.2 Insofar as the terms of this Framework Agreement apply to each Good in each of the Supplier Lots specified in the Award Schedule (as described in Clause 2.1 of this Schedule 1), the Parties agree that:

2.2.1 each set of terms as they apply to each Good in each of the Supplier Lots specified in the Award Schedule shall be a framework agreement within the meaning of Regulation 33(2) of the Regulations; and

2.2.2 for the purposes of Regulation 33 of the Regulations, the term of each such framework agreement shall be the period commencing on the Effective Date and ending on the Expiry Date for that Good for that Supplier Lot, unless the framework agreement is terminated earlier

or unless the Authority elects to exercise its option to extend the framework agreement.

2.3 In relation to each Good in each of the Supplier Lots specified in the Award Schedule, the Supplier shall ensure that it is able to fulfil Orders placed at any time on or after the Effective Date.

3 Contract Managers

3.1 The Contract Managers at the commencement of this Framework Agreement are:

3.1.1 for the Authority:

[*insert name and role*]

3.1.2 for the Supplier:

[*insert name and role*]

4 Names and addresses for notices

4.1 Notices served under this Framework Agreement are to be delivered to:

4.1.1 for the Authority:

[*complete name and/or role and address*]

4.1.2 for the Supplier:

[*complete name and/or role and address*]

5 Management levels for escalation and dispute resolution

5.1 The management levels at which a dispute will be dealt with are as follows:

Level	Authority representative	Supplier representative
1	**Contract Manager**	**[*Contract Manager*]**
2	**Category Manager**	**[*Category Manager]***
3	**Lead Category Manager**	**[*Lead Category Manager]***

6 Order of precedence

6.1 Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Framework Agreement the order of priority for construction purposes shall be:

6.1.1 the provisions on the front page (page 1) of this Framework Agreement for the Supply of Goods;

6.1.2 Schedule 1: Key Provisions;

6.1.3 Schedule 5: Specification;

6.1.4 Schedule 2: General Terms and Conditions;

6.1.5 Schedule 6: Award Schedule;

6.1.6 Schedule 3: Information and Data Provisions;

6.1.7 Schedule 4: Definitions and Interpretations;

6.1.8 the order in which all subsequent schedules, if any, appear; and

6.1.9 any other documentation forming part of the Framework Agreement 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.

7 Participating Authorities

7.1 The Contracting Authorities referred to in Schedule 8 are entitled to place Orders.

Optional Key Provisions

8 Quality assurance standards ☒ (only applicable to the Framework Agreement if this box is checked and the standards are listed)

8.1 The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods: Document No. 04a Quality Assurance Process, Document No. 04b Assessment Criteria, Stability Protocol and Additional Specification Requirement and Document No. 07a Quality Control Technical Sheet.

9 Different levels and/or types of insurance ☐ (only applicable to the Framework Agreement if this box is checked and the table sets out the requirements. If this box is not checked then the insurance provisions at Clause 14 of Schedule 2 will apply)

9.1 The Supplier shall put in place and maintain in force the following insurances with the following minimum cover per claim:

Type of insurance required	**Minimum cover**
Employer's liability insurance	
Public liability insurance	
Product liability insurance	
Insert other types of insurance as appropriate	

10 Guarantee ☐ (only applicable to the Framework Agreement if this box is checked)

10.1 Promptly following the execution of this Framework Agreement, and if required by the Authority, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Key Provision shall be an irremediable breach of this Framework Agreement.

Extra Key Provisions

11 Price Variations

11.1 For each Good in each of the Supplier Lots specified in the Award Schedule, on the expiry of the Price Firm Period for such Good the Authority may review the Contract Price payable for the Good:

11.1.1 at its own instigation; or

11.1.2 following a request from the Supplier within fourteen (14) Business Days from the expiry of the Price Firm Period (as defined in Clause 11.8 of this Schedule 1), provided that the Supplier can demonstrate to the satisfaction of the Authority that there have been changes to the Supplier's manufacturing, distribution and supply costs in connection with the provision of the Good since the previous Review (if any)

(each such review being a "**Review**" for the purposes of this Clause 11 of this Schedule 1).

11.2 The Authority shall be entitled to increase or decrease the price of the Good in the event that the Contract Price does not in the sole opinion of the Authority

(acting reasonably) reflect the principal underlying costs (including, but not limited to, wage costs, fuel costs and energy costs) necessarily and properly incurred by the Supplier in connection with the manufacture and distribution of such Good(s). For the avoidance of doubt the Parties accept and acknowledge that any changes to the Contract Price shall not have the effect of altering the overall nature of this Framework Agreement.

11.3 In reviewing the Contract Price pursuant to Clause 11.1 of this Schedule 1, and subject always to Clause 11.4 of this Schedule 1, the Authority may have regard to the following factors:

11.3.1 any changes to the Supplier's manufacturing, distribution and supply costs, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Good;

11.3.2 the prices at which goods which are reasonably equivalent to the Good are supplied by other suppliers in the open market;

11.3.3 prices payable by other health authorities and NHS Trusts for goods which are reasonably equivalent to the Good; and/or

11.3.4 the volumes of the Good ordered by, and supplied to, the Participating Authorities.

11.4 The Supplier shall provide all such evidence to the Authority as the Authority may reasonably request. Such evidence shall be provided by the Supplier to the Authority on a transparent basis, reference publicly available sources of evidence where appropriate, and shall be sufficient to enable the Authority to verify and substantiate any changes to the costs of the Supplier in connection with the provision of the Good. In addition, the Supplier shall, on request, allow the Authority to inspect and take copies of (or extracts from) all relevant records and materials of the Supplier relating to the supply of the Good as may be reasonably required.

11.5 The Authority shall endeavour (but shall not be obliged to) to complete the Review within thirty (30) days from the commencement of the Review. Upon completion of the Review by the Authority, the Authority may elect to:

11.5.1 increase the price of the Good by giving the Supplier not less than three (3) months' written notice of such increase; or

11.5.2 decrease the price of the Good by giving the Supplier not less than one (1) month's written notice of such decrease

(in both cases the relevant notice being "the **Review Notice**") and the Review Notice shall stipulate the new prices as varied pursuant to the Review ("the **Revised Contract Price**") and the reasons for this. The Supplier shall be entitled to supply the Good at the Revised Contract Price upon expiry of the Review Notice (unless the Supplier serves notice to terminate under Clause

11.6 of this Schedule 1 in which case Clause 11.7 of this Schedule 1 shall apply).

11.6 The Supplier may terminate this Framework Agreement by giving to the Authority not less than four (4) months' notice in writing, such notice to be given within fourteen (14) days of its receipt of a Review Notice under Clause 11.5 of this Schedule 1.

11.7 For the avoidance of doubt, if the Supplier serves notice to terminate under Clause 11.6 of this Schedule 1:

11.7.1 until such notice expires, the prices shall remain fixed at the price payable immediately preceding the Review; and

11.7.2 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.

11.8 For the purpose of this Clause 11 of this Schedule 1, for each Good in each of the Supplier Lots specified in the Award Schedule, the "**Price Firm Period**" means:

11.8.1 in the case of the first Review to be carried out by the Authority, the period commencing on the Commencement Date and ending on the Mid-Point Date for that Good; or

11.8.2 in the case of the second or any subsequent Review to be carried out by the Authority, a consecutive period of no less than six (6) months following the last Review and at six (6) monthly intervals thereafter.

11.9 For the avoidance of doubt, the second and any subsequent Review thereafter may be conducted (in accordance with this Clause 11 of this Schedule 1) irrespective of whether the first Review was conducted.

12 Additional Goods

12.1 Subject to Clauses 12.2 to 12.4 of this Schedule 1, additional goods may be added to this Framework Agreement by the Supplier during the Term if they are within the same product range as any existing Goods supplied from time to time under this Framework Agreement. 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.

12.2 If the Supplier wishes to add additional goods to this Framework Agreement, it shall submit a proposal to the Authority in writing stating the identity and Contract Price of the additional goods.

12.3 The Authority shall inform the Supplier in writing if the additional goods (being the subject matter of the notice given by the Supplier under Clause 12.2 of this

Schedule 1) are to be added to the Framework Agreement and the date of such addition. The Authority reserves the right not to add the additional goods to this Framework Agreement for any reason whatsoever.

12.4 The Contract Price of the additional goods shall be the price offered by the Supplier under Clause 12.2 of this Schedule 1.

12.5 Where additional goods are added to this Framework Agreement such additional goods shall be deemed to form part of the Goods for the purposes of interpretation of this Framework Agreement and the Call-off Terms and Conditions.

13 Price Guarantee Provisions

13.1 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 the Award Schedule. The Supplier shall not charge for Goods 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 the Award Schedule unless it is in accordance with Clause 12 of this Schedule 1.

13.2 If the Supplier charges for Goods the subject of this Framework Agreement to a Participating Authority at a lower price than that specified in the Award Schedule, in breach of Clause 13.1 of this Schedule 1, 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 15.4 of Schedule 2 of this Framework Agreement.

13.3 The right to terminate this Framework Agreement given by Clause 13.2 of this Schedule 1 shall be without prejudice to any other right or remedy of the Authority in respect of the breach concerned or any other breach.

13.4 The Authority may, at its sole discretion, decide to accept the Supplier's breach of Clause 13.1 of this Schedule 1 and instead of terminating this Framework Agreement the Authority shall substitute the lower price offered by the Supplier in breach of Clause 13.1 of this Schedule 1 for the original price specified in the Award Schedule.

13.5 Any waiver by the Authority of Clause 13.2 of this Schedule 1, pursuant to Clause 13.4 of this Schedule 1, shall not be considered as a waiver of any subsequent breach of the same or any other provision of this Framework Agreement.

13.6 Where the Contract Price is or may become subject to any pricing requirements of any voluntary scheme agreed with government and/or statutory pricing regulation, 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.

14 Further Supplier Termination Rights

14.1 The Supplier may terminate this Framework Agreement in whole (in relation to all of the Goods) or in part (in relation to any particular Good(s)) by giving four (4) months' written notice to the Authority to such effect.

14.2 For the avoidance of doubt, in the event that the Supplier gives notice to terminate this Framework Agreement in whole or part under Clause 14.1 of this Schedule 1, the Supplier shall 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, Participating Bodies, prior to the expiry of such termination notice.

15 Additional warranties

15.1 In addition to the warranties set out at Clause 10 of Schedule 2 of this Framework Agreement, the Supplier warrants and undertakes that the Goods will pass any reasonable and proportionate tests and trials required by the Authority (whether carried out by the Authority or by a third party on behalf of the Authority) to satisfy the Authority that the Goods are not injurious to health and/or meet the specifications or any samples of the Goods provided to the Authority during the procurement process leading to the establishment of this Framework Agreement.

Schedule 2

General Terms and Conditions

Contents

1. Supplier's appointment
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1 Supplier's appointment

1.1 The Authority appoints the Supplier as a potential supplier of the Goods and the Supplier shall be eligible to be considered for the award of Orders during the Term.

1.2 In consideration of the Authority agreeing to appoint the Supplier to this Framework Agreement in accordance with Clause 1.1 of this Schedule 2 and the mutual exchange of promises and obligations under this Framework Agreement, the Supplier undertakes to supply Goods under Orders placed with the Supplier:

1.2.1 of the exact quality, type and as otherwise specified in the Specification;

1.2.2 at the Contract Price calculated in accordance with the Award Schedule; and

1.2.3 in such quantities, at such times and to such locations as may be specified in an Order.

1.3 The Supplier agrees that the Call-Off Terms and Conditions for the Supply of Goods shall apply to all supplies of Goods made by the Supplier to a Participating Authority pursuant to this Framework Agreement. The Supplier agrees that it will not in its dealings with a Participating Authority seek to impose or rely on any other contractual terms which in any way vary or contradict the relevant Contract.

1.4 The Supplier shall comply fully with its obligations set out in this Framework Agreement, the Specification, the Call-off Terms and Conditions for the Supply of Goods and any other provisions of Contracts entered into under and in accordance with this Framework Agreement (to include, without limitation, the KPIs and all obligations in relation to the quality, performance characteristics, supply, delivery and installation and training in relation to use of the Goods).

1.5 If there are any quality, performance and/or safety related reports, notices, alerts or other communications issued by the Supplier or any regulatory or other body in relation to the Goods, the Supplier shall promptly provide the Authority with a copy of any such reports, notices, alerts or other communications.

1.6 Upon receipt of any such reports, notices, alerts or other communications pursuant to Clause 1.5 of this Schedule 2, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.

1.7 In complying with its obligations under this Framework Agreement, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

2 Authority commitments

2.1 Unless otherwise set out in the Award Schedule, the Supplier acknowledges that:

2.1.1 there is no obligation on the Authority or on any other Participating Authority to purchase any Goods from the Supplier during the Term;

2.1.2 no undertaking or any form of statement, promise, representation or obligation has been made by the Authority and/or any other Participating Authority in respect of the total quantities or value of the Goods to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation;

2.1.3 in entering this Framework Agreement, no form of exclusivity has been granted by the Authority and/or other Participating Authority;

2.1.4 the Authority and/or other Participating Authorities are at all times (including during the Term of this Framework Agreement) entitled to enter into other contracts and framework agreements with other suppliers and/or the Supplier for the provision of any or all goods which are the same as, equivalent, partially equivalent or similar to the Goods; and

2.1.5 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.

3 Ordering procedures

3.1 Any Participating Authority may enter into Contracts by placing an Order in accordance with the Ordering Procedure.

3.2 The Authority may replace the Supplier by appointing an alternative supplier of the Goods for the relevant Lot(s) without re-opening competition should the following circumstances occur within eighteen (18) months following the Effective Date:

3.2.1 this Framework Agreement is terminated in accordance with its provisions;

3.2.2 the Supplier, for whatsoever reason declines to accept an Order under this Framework Agreement; and/or

3.2.3 the Supplier is unable to fulfil any Order following acceptance.

3.3 To appoint the alternative supplier, the Authority may re-tender the Lot(s) in question or, at its option (and notwithstanding any restriction on the number of Lots that a supplier may be awarded set out in the Invitation to Offer), may invite potential alternative suppliers to replace the Supplier in the following order:

3.3.1 where the Supplier submitted the lowest-priced compliant tender (as defined in the Terms of Offer) for the Good(s) and Lot(s) in question, the supplier which submitted the next lowest-priced compliant tender for the Good(s) and the Lot(s) in question and then (if that supplier does not accept the Authority's invitation) the other suppliers who submitted compliant tenders for the Lot(s) in question, in order of price (lowest first);

3.3.2 where the Supplier did not submit the lowest-priced compliant tender (as defined in the Terms of Offer) for the Good for the Lot(s) in question, the supplier which submitted the lowest-priced compliant tender for the Good for the Lot(s) in question and then (if that supplier does not accept the Authority's invitation) the other suppliers who submitted compliant tenders for the Lot(s) in question, in order of price (lowest first);

3.3.3 any other supplier of the Good to other Lot(s), in order of the lowest-priced compliant tender (as defined in the Terms of Offer) first; and

3.3.4 any supplier which submitted a compliant tender for the Good but was not successful in being awarded any Lot, in order of the lowest-priced compliant tender (as defined in the Terms of Offer) first,

and (where an alternative supplier is appointed pursuant to one of Clauses 3.3.1 to 3.3.3 above) upon acceptance, such alternate supplier shall be appointed in place of the Supplier for the remainder of the Term of this Framework Agreement plus any extension under Clause 20.2 of Schedule 2 to this Framework Agreement.

3.4 The Supplier acknowledges and agrees that Clauses 3.2 and 3.3 above are clear, precise and unequivocal review clauses which fully satisfy the requirements of Regulation 72(1)(a) of the Regulations.

4 Reasonable assistance

4.1 Upon the written request of any Participating Authority, the Supplier shall provide such Participating Authority with any reasonable and proportionate information that it holds about the Goods it supplies under this Framework Agreement including, without limitation, the compatibility and interoperability of

such Goods with other products, to enable the Participating Authority to complete any necessary due diligence before purchasing such Goods.

5 Supplier performance

5.1 The Supplier shall perform all Contracts entered into under this Framework Agreement by the Authority or any other Participating Authority in accordance with:

5.1.1 the requirements of this Framework Agreement; and

5.1.2 the provisions of the respective Contracts.

6 Condition(s) precedent

6.1 Before any Order may be placed under the Framework Agreement, the Conditions Precedent set out at Clause 6.2 below must either be:

6.1.1 satisfied, with sufficient and appropriate evidence provided to the Authority's satisfaction that the Condition(s) Precedent have been satisfied; or

6.1.2 waived expressly and in writing by the Authority. The Authority in its absolute discretion may elect to waive either and/or both the Condition(s) Precedent. To be valid, any such waiver must be in writing, signed by an authorised representative of the Authority and stating expressly on the face of it that it is intended to be a waiver of the Condition(s) Precedent.

6.2 The Supplier must:

6.2.1 having provided to the Authority at least 15 Working Days prior to the Effective Date all evidence reasonable requested by the Authority that the Good(s) complies with all of the requirements of the QA assessments as set out in Document No. 4a Quality Assurance Process, Document No. 04b Assessment Criteria, Stability Protocol and Additional Specification Requirements and Document No. 07b Quality Assurance Policy to support the National Contract Procurement of Licensed Medicines published with the tender (including where the Authority, acting reasonably, consider a "High Risk" assessment is appropriate) and that the Authority has, acting reasonably, confirmed in writing that is satisfied that the Supplier so complies; and

6.2.2 in relation to each Good in each of the Lots specified in the Award Schedule the Supplier must 15 Working Days prior to the Effective Date hold, as a minimum, the Initial Stock Level for that Good

(each a **"Condition Precedent"** and together, the **"Conditions Precedent"**).

6.3 If the Conditions Precedent are not satisfied at the Effective Date, then the Authority may (at its absolute discretion) do any of the following:

6.3.1 give notice to the Supplier that the Effective Date has not occurred and that therefore no Orders may be placed under this Framework Agreement until the Conditions Precedent have been satisfied;

6.3.2 if the Effective Date has occurred, give notice to the Supplier that this Framework Agreement is suspended pursuant to Clause 22 of this Schedule 2 and that therefore no Orders may be placed under this Framework Agreement until the Conditions Precedent have been satisfied;

6.3.3 require the Supplier to provide and act upon the information required under Clause 20.3 of this Schedule 2 and/or provide and implement a Service Failure Remedial Proposal in accordance with Clause 23.3 of this Schedule 2;

6.3.4 agree to waive the failure to satisfy either or both of the Condition(s) Precedent either with or without conditions (and such conditions may include complying with Clause 6.3.3 above and/or varying the Condition(s) Precedent); or

6.3.5 terminate this Framework Agreement for a material breach which is not capable of remedy (in accordance with Clause 20.4 of this Schedule 2) or, if the Supplier has not fulfilled the terms of any Service Failure Remedial Proposal or other remedial steps agreed pursuant to Clause 6.3.3 above, for failure to comply with agreed Remedial Proposals (in accordance with Clause 23.6.2of this Schedule 2).

6.4 The Authority's rights under Clause 6.3 above are not mutually exclusive and are without prejudice to any other right or remedy which the Authority may have.

7 Initial Stock Level and Contract Stock Level

7.1 Between the Effective Date and two (2) calendar months following the Effective Date, the Supplier shall not at any time hold less than the Initial Stock Level and shall endeavour to hold the, or in excess of the, Contract Stock Level as soon as possible following the Effective Date.

7.2 From the date falling immediately after the expiry of two (2) calendar months following the Effective Date, the Supplier must hold as a minimum reserve stock the Contract Stock Level and continue to do so thereafter and throughout the Term. The Supplier shall not at any time during the Term hold less than the Contract Stock Level.

7.3 For the avoidance of any doubt, both the Initial Stock Level and Contract Stock Level shall be in addition to the anticipated stock necessary to fulfil Orders and must be stored by the Supplier in the United Kingdom.

7.4 The applicable Contract Stock Level for each calendar month shall be determined on the last Working Day of the previous calendar month and shall be calculated by reference to the quantity of the Goods supplied by the Supplier to Participating Authorities pursuant to this Framework Agreement during the eight (8) weeks immediately prior to the commencement of the relevant calendar month.

8 Stock Level Failure and reporting

8.1 Should the Supplier hold less than the Initial Stock Level or the Contract Stock Level (as the case may be), or become aware that there is any likelihood that it may come to hold less than the Initial Stock Level or the Contract Stock Level, (a **"Stock Level Failure"**) at any time during the Term, then the Supplier must inform the Authority immediately and without delay, and in any event within 24 hours of becoming aware of the Stock Level Failure.

8.2 The Supplier must provide to the Authority as soon as possible and in any event within 24 hours of becoming aware of a Stock Level Failure (including any potential Stock Level Failure) the following information (which shall be treated as a Service Failure Remedial Proposal in accordance with the provisions of Clause 20.3 of this Schedule 2):

8.2.1 confirmation as to whether the Supplier can remedy the Stock Level Failure and return to hold the, or more than the, Initial Stock Level or the Contract Stock Level (as applicable);

8.2.2 information as to how the Supplier will remedy the Stock Level Failure and return to hold the, or more than the, Initial Stock Level or the Contract Stock Level (as applicable) within the timescale advised under Clause 8.2.3 below; and

8.2.3 the timeframe for remedying the Stock Level Failure and the date by which the Supplier expects to hold the, or more than the, Initial Stock Level or the Contract Stock Level (as applicable).

8.3 The Supplier shall report to the Authority on a fortnightly basis and in writing the following:

8.3.1 full details of the actual Initial Stock Levels and the Contract Stock Levels for the month immediately preceding the report;

8.3.2 anticipated Initial Stock Levels or Contract Stock Levels for the month immediately following the report; and

8.3.3 the anticipated Initial Stock Level or Contract Stock Level for a minimum period of three (3) months following such report.

8.4 The Supplier shall rotate stock held within the Initial Stock Level and/or the Contract Stock Level (as applicable) so as to ensure that any requirements set out in:

8.4.1 Appendix A (Call Off Terms and Conditions for the Supply of Goods) regarding Post-Delivery Shelf Life; and

8.4.2 in the Specification regarding shelf life,

are met throughout the Term.

8.5 The Supplier will in the last eight (8) weeks of the Term (including any extension pursuant to Clause 20.2 of this Schedule 2) (the **"Tail-off Period"**) work with the Authority and (both parties acting reasonably) agree a plan for the phased reduction of the Contract Stock Level prior to expiry of the Term. The Contract Stock Level for this period shall be reduced proportionately to the number of weeks left in the Tail-off Period as follows:

Number of weeks until expiry of Term	**Contract Stock Level**
8	An equivalent of 8 weeks' anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders.
7	An equivalent of 7 weeks' anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders.
6	An equivalent of 6 weeks' anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders.
5	An equivalent of 5 weeks' anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders.
4	An equivalent of 4 weeks' anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders.
3	An equivalent of 3 weeks' anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders.

2	An equivalent of 2 weeks' anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders.
1	An equivalent of 1 weeks' anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders.

Nothing in this clause 8.5 shall excuse the Supplier from liability for failure to supply the Goods at any time and the Supplier should ensure that it holds sufficient amount of Goods to fulfil all Orders during this period.

8.6 The Authority shall have the right to audit the Supplier's compliance with the Initial Stock Levels and Contract Stock Levels. Upon reasonable notice, the Supplier shall allow the Authority or its authorised representative(s) access to any premises and facilities, books and records (whether electronic or otherwise and in whatever medium) reasonably required to audit the Supplier's compliance with the Initial Stock Levels and Contract Stock Levels. This right is in addition to any other audit rights, including those set out in Clauses 27 and 31 of this Schedule 2.

9 Key Performance Indicators

9.1 The Supplier shall comply with Part A of Schedule 5 (Key Performance Indicators).

10 Business continuity

10.1 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

10.1.1 the criticality of the procurement of medicines to the Participating Authorities; and

10.1.2 the impact of and any disruption caused by EU exit;

10.1.3 any reasonably foreseeable risks; and

10.1.4 the size and scope of the Supplier’s business operations,

regarding continuity of the supply of Goods during and following a Business Continuity Event.

10.2 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Framework Agreement to Participating Authorities and the size and scope of

the Supplier's business operations. The Supplier shall promptly provide to the Authority, at the Authority's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 10.2 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

10.3 The Authority may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by the Authority to be relevant and appropriate, the Supplier will incorporate into the Business Continuity Plan all such suggestions made by the Authority in respect of such Business Continuity Plan. Should the Supplier not incorporate any suggestion made by the Authority into such Business Continuity Plan it will explain the reasons for not doing so to the Authority.

10.4 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation.

10.5 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to fulfil its obligations in accordance with this Framework Agreement.

11 The Authority's obligations

11.1 The Authority shall provide reasonable cooperation to the Supplier and shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the Supplier complying with its obligations under this Framework Agreement.

11.2 The Authority shall comply with the Authority's Obligations, if any.

12 Contract management

12.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Framework Agreement. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of this Framework Agreement. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.

12.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings to review the performance

of the Supplier under this Framework Agreement and to discuss matters arising generally under this Framework Agreement. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Framework Agreement. Review meetings shall take place at the frequency specified in the Specification or (should the Specification not state the frequency) whenever deemed necessary by the Authority and agreed in writing between the Parties.

12.3 Two weeks prior to any review meeting (or at such time and frequency as may be specified in the Specification) the Supplier shall provide a written contract management report to the Authority regarding the supply of the Goods and the operation of this Framework Agreement. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

12.3.1 details of the performance of the Supplier under this Framework Agreement and any Contracts when assessed in accordance with the KPIs, as relevant to the Framework Agreement and any Contracts, since the last such performance report;

12.3.2 details of any complaints by Participating Authorities in relation to the supply of Goods, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;

12.3.3 the information specified in the Specification as being relevant to the operation of this Framework Agreement;

12.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and

12.3.5 such other information as reasonably required by the Authority.

12.4 Unless specified otherwise in the Specification, the Authority may (at its sole discretion) take minutes of each review meeting and circulate draft minutes to the Supplier within a reasonable time following such review meeting. If the Authority elects to take minutes of the review meeting and circulate them to the Supplier, the Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached, the Parties will each produce minutes of the review meeting and shall retain a copy of such minutes for its own records.

13 Management Information

13.1 The Supplier shall provide such Management Information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority

in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such Management Information to another Contracting Authority whose role it is to analyse such Management Information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body"**). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Goods ordered and any payments made under this Framework Agreement or any Contracts and any other information relevant to the operation of this Framework Agreement.

13.2 Upon receipt of Management Information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:

13.2.1 storing and analysing the Management Information and producing statistics; and

13.2.2 sharing the Management Information or any statistics produced using the management information with any other Contracting Authority.

13.3 If the Third Party Body and/or the Authority shares the Management Information or any other information provided under Clause 13.2 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Framework Agreement and such Management Information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

13.4 The Authority may make changes to the type of Management Information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

14 Price and payment

14.1 The Contract Price for all Contracts shall be calculated as set out in the Award Schedule and the payment provisions for all Contracts shall be as set out in the Call-off Terms and Conditions for the Supply of Goods.

14.2 Where any payments are to be made under this Framework Agreement by either Party in addition to any payments to be made by Participating Authorities under any Contracts, the details of such payments and the invoicing arrangements shall be set out in the Award Schedule.

15 Warranties

15.1 The Supplier warrants and undertakes that:

15.1.1 it will comply with the terms of all Contracts entered into by Participating Authorities under this Framework Agreement;

15.1.2 it will promptly respond to all requests for information regarding this Framework Agreement, the Goods and any Contracts at the frequency and in the format that the Authority may reasonably require;

15.1.3 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Framework Agreement (to include, without limitation, as referred to in the Specification and Terms of Offer) and all accompanying materials is accurate;

15.1.4 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to enter into and comply with its obligations under this Framework Agreement;

15.1.5 it has the right and authority to enter into this Framework Agreement and that it has the capability and capacity to fulfil its obligations under this Framework Agreement;

15.1.6 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Framework Agreement and the documents referred to in this Framework Agreement;

15.1.7 all necessary actions to authorise the execution of and performance of its obligations under this Framework Agreement have been taken before such execution;

15.1.8 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;

15.1.9 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Framework Agreement;

15.1.10 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Framework Agreement;

15.1.11 where a court (or other competent authority) makes a finding or determination that any of the Intellectual Property Rights required for the purposes of supplying the Goods is invalid or unenforceable for whatever reason, it will promptly notify the Authority of the same;

15.1.12 it has satisfied itself as to the nature and extent of the risks assumed by it under this Framework Agreement and has gathered all information necessary to perform its obligations under this Framework Agreement and all other obligations assumed by it;

15.1.13 it shall:

(i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains: and

(ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains; and

15.1.14 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this Clause 15.1.14 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy.

15.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Terms of Offer shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Terms of Offer.

15.3 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.

15.4 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

15.4.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and

15.4.2 promptly provide to the Authority:

(i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

15.5 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 15 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

15.6 Any warranties provided under this Framework Agreement are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

16 Statutory compliance

16.1 The Supplier shall comply with all Law and Guidance relevant to its obligations under this Framework Agreement and any Contracts.

16.2 Without limitation to Clause 16.1 of this Schedule 2, the Supplier shall be responsible for obtaining any statutory licences, authorisations, consents or permits required in connection with its performance of its obligations under this Framework Agreement and any Contracts.

17 Independence of Participating Authorities

17.1 The Authority 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.

17.2 The supply contracts resulting from any Orders will be between the Supplier and the Participating Authorities concerned and the Authority shall not be a party to such supply contracts. The Supplier acknowledges that each Participating Authority is independently responsible for the conduct of its award of Contracts under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

17.2.1 the conduct of Participating Authorities other than the Authority in relation to the operation of this Framework Agreement; or

17.2.2 the performance or non-performance of any Participating Authorities other than the Authority under any Contracts between the Supplier and such other Participating Authorities entered into under this Framework Agreement.

18 Limitation of liability

18.1 Nothing in this Framework Agreement shall exclude or restrict the liability of either Party:

18.1.1 for death or personal injury resulting from its negligence;

18.1.2 for fraud or fraudulent misrepresentation;

18.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law;

18.1.4 to make any payments agreed in accordance with Clause 14.2 of this Schedule 2; or

18.1.5 under Clause 2.5 of Schedule 3.

18.2 Subject to Clause 18.1, 18.3 and 18.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Framework Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to five hundred thousand GBP (£500,000).

18.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Framework Agreement whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

18.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Framework Agreement.

18.5 The liability of the Supplier and any Participating Authorities under any Contracts entered into pursuant to this Framework Agreement shall be as set out in the Call-off Terms and Conditions for the Supply of Goods forming part of such Contracts.

19 Insurance

19.1 Subject to Clauses 19.2 and 19.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and product liability in accordance with Good Industry Practice with (in each case) the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.

19.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.

19.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 19.1 and 19.2 of this Schedule 2 on condition that such self insurance arrangements offer the appropriate levels of protection.

19.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Framework Agreement. It

shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Framework Agreement. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.

19.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.

19.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 19 of this Schedule 2 and the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

19.7 Upon the expiry or earlier termination of this Framework Agreement, the Supplier shall ensure that any on-going liability it has or may have arising out of this Framework Agreement shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Framework Agreement or until such earlier date as that liability may reasonably be considered to have ceased to exist.

20 Term and termination

20.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Framework Agreement or the general law, shall continue until the end of the Term.

20.2 The Authority shall be entitled to extend this Framework Agreement for a further period of up to a total of twenty-four (24) months (either by way of a single extension or a series of multiple extensions) by giving the Supplier written notice no less than three (3) months prior to the specified expiry date. The Authority shall be entitled to extend the Framework Agreement in relation to all or any of the Goods and any extension shall apply to all or any of the Goods as the Authority may specify in the notice given pursuant to this Clause 20.2. For the avoidance of doubt, in the event that this Framework Agreement is extended, the Contract Price of the Goods subject to any extension shall remain fixed at the price payable (for such Goods) immediately preceding the extension subject always to any price variation made in accordance with Clause 11 of Schedule 1.

20.3 In the case of a breach of any of the terms of this Framework Agreement by either Party that is capable of remedy (including any failure to pay sums due under this Framework Agreement), the non-breaching Party shall, without prejudice to its other rights and remedies under this Framework Agreement,

issue notice of the breach and allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Framework Agreement in accordance with Clause 20.4.2 of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:

20.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;

20.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

20.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,

shall be deemed, for the purposes of Clause 20.4.2of this Schedule 2, a material breach of this Framework Agreement by the Party in breach not remedied in accordance with an agreed Remedial Proposal.

20.4 Either Party may terminate this Framework Agreement forthwith by notice in writing to the other Party if such other Party commits a material breach of any of the terms of this Framework Agreement which is:

20.4.1 not capable of remedy; or

20.4.2 in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.

20.5 The Authority may terminate this Framework Agreement forthwith by notice in writing to the Supplier:

20.5.1 if the Supplier, or any third party guaranteeing the obligations of the Supplier under this Framework Agreement, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation

(by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;

20.5.2 if the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Framework Agreement or the reputation of the Authority;

20.5.3 if the Supplier purports to assign, sub-contract, novate, create a trust in or otherwise transfer or dispose of this Framework Agreement in breach of Clause 35.1 of this Schedule 2 ;

20.5.4 pursuant to and in accordance with the Key Provisions and Clauses 20.6, 30.8, 32.2, 32.4, 33.2 and 36.2 of this Schedule 2;

20.5.5 if the warranty given by the Supplier pursuant to Clause 15.4 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 15.4 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 15.4 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable;

20.5.6 where a court (or other competent authority) or the Authority (acting reasonably) makes a finding or determination that any of the Intellectual Property Rights required for the purposes of supplying the Goods is invalid or unenforceable for whatever reason;

20.5.7 on the occurrence of, or at any time following, any NHSE Event; or

20.5.8 if any marketing authorisation in relation to the Goods is withdrawn, suspended and/or not renewed by the Licensing Authority at any time during the Term.

20.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Framework Agreement and/or any material Sub-contractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of

this Framework Agreement to the Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:

20.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Framework Agreement on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;

20.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 20.6 of this Schedule 2 in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Framework Agreement by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and

20.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process (as set out in Clause 29.3 of this Schedule 2) shall entitle, but shall not compel, the Authority to terminate this Framework Agreement in accordance with Clause 20.4.1of this Schedule 2.

In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 20.6 of this Schedule 2, the Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

20.7 The Authority may terminate this Framework Agreement forthwith by notice in writing to the Supplier where:

20.7.1 the Framework Agreement has been substantially amended to the extent that the Regulations require a new procurement procedure;

20.7.2 the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Regulations from the procurement procedure leading to the award of the Framework Agreement;

20.7.3 a court of competent jurisdiction determines that the Framework Agreement should not have been awarded to the Supplier due to a breach of the Regulations (or similarly applicable legislation); or

20.7.4 there has been a failure by the Supplier and/or one of its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law

is a failure by one of the Supplier's Sub-contractors, the Authority may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative to the Authority terminating this Framework Agreement under this Clause 20.7.4.

20.8 If the Authority novates this Framework Agreement to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Framework Agreement in accordance with Clause 20.5.1 to Clause 20.5.3 of this Schedule 2 shall be deemed mutual termination rights and the Supplier may terminate this Framework Agreement forthwith by notice in writing to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.

20.9 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 20.

20.10 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 or costs incurred in acquiring equipment and/or materials used in the provision of the Goods or in engaging third parties in connection with the Goods the subject of this Framework Agreement.

20.11 For the avoidance of doubt, the Authority shall be entitled to terminate the Framework Agreement pursuant to this Clause 20 of this Schedule 2 in whole (in relation to all of the Goods) or in part (in relation to any particular Good(s)) and any termination shall apply to all of the Goods or particular Goods as the Authority may specify in any notice given under Clause 20 of this Schedule 2.

21 Consequences of expiry or earlier termination of this Framework Agreement

21.1 Upon expiry or earlier termination of this Framework Agreement, the Authority and the Supplier agree that all Contracts entered into under this Framework Agreement will continue in full force and effect unless otherwise terminated under the terms and conditions of such Contracts. The expiry or earlier termination of this Framework Agreement for whatever reason shall not in any way affect the validity of any Order raised by a Participating Authority prior to the date of such expiry or termination.

21.2 The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Framework Agreement. This cooperation shall extend to providing access to all information relevant to the operation of this Framework Agreement, as reasonably required by the

Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.

21.3 The expiry or earlier termination of this Framework Agreement for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.

21.4 The expiry or earlier termination of this Framework Agreement shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

22 Suspension of Supplier's appointment

22.1 Without prejudice to the Authority's rights to terminate this Framework Agreement, if a right for the Authority to terminate this Framework Agreement arises (irrespective of whether the circumstances leading to such right are capable of remedy) in accordance with Clause 20 of this Schedule 2, the Authority may suspend the Supplier's appointment to receive new Orders under this Framework Agreement by giving notice in writing to the Supplier and all Participating Authorities.

22.2 If the Authority provides notice to the Supplier in accordance with Clause 22.1 of this Schedule 2, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time provided that such suspension shall be lifted where:

22.2.1 the circumstances leading to the Authority's right to terminate this Framework Agreement have been remedied;

22.2.2 the Authority has satisfied itself that the risk and/or impact of the circumstances giving rise to the Authority's right to terminate this Framework Agreement no longer requires such suspension; or

22.2.3 the Authority exercises its rights to terminate this Framework Agreement in accordance with Clause 20 of this Schedule 2.

23 Service Failures

23.1 Where the Supplier is in breach of, or is aware that it likely to be in imminent breach of, any of the following terms of this Framework Agreement:

23.1.1 Initial Stock Level (Clause 6 of this Schedule 2);

23.1.2 Contract Stock Level (Clause 7 of this Schedule 2);

23.1.3 Stock Level Failure and reporting (Clause 8 of this Schedule 2)

23.1.4 Business Continuity Plan (Clause 10 of this Schedule 2);

23.1.5 Key Performance Indicators (Clause 9 of this Schedule 2);

23.1.6 Management Information (Clause 13 of this Schedule 2); or

23.1.7 Sales Information (Clause 27 of this Schedule 2)

the Supplier must inform the Authority as soon as possible and in any event within 24 hours of becoming aware of the breach or the likely imminent breach.

23.2 The Supplier must as soon as possible and in any case within 24 hours of becoming aware of the breach or the likely imminent breach of the terms set out in Clause 23.1 above provide to the Authority in writing the following:

23.2.1 confirmation as to whether the Supplier is confident it can remedy such breach;

23.2.2 information as to how the Supplier intends remedying such breach; and

23.2.3 the timeframe for rectifying the breach.

23.3 Where the Supplier is in breach of any the terms set out in Clause 23.1 above the Authority shall, without prejudice to its other rights and remedies under this Framework Agreement, issue notice of the breach and allow the Supplier the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach (**"Service Failure Remedial Proposal"**) before exercising any right to serve a Service Failure Notice under this Clause 23. Such Service Failure Remedial Proposal must be agreed with the Authority (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Supplier in accordance with the timescales referred to in the agreed Service Failure Remedial Proposal. Once agreed, any changes to a Service Failure Remedial Proposal must be approved by the Parties in writing. Should the Supplier fail to:

23.3.1 put forward and agree a Service Failure Remedial Proposal with the Authority in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the Authority may agree in writing) from written notification of the relevant default or breach from the Authority;

23.3.2 comply with such Service Failure Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

23.3.3 remedy the default or breach notwithstanding the implementation of such Service Failure Remedial Proposal in accordance with the agreed timescales for implementation.

23.4 Without prejudice to any of its other rights and remedies under this Framework Agreement, the Authority may serve on the Supplier in writing a notice detailing the relevant default or breach, the steps the Supplier was required to take under the

Service Failure Remedial Proposal and confirm that the Supplier had failed to remedy the default or breach in accordance with the agreed timescales for implementation (**"Service Failure Notice"**).

23.5 Following the service of the first and second Service Failure Notices, the Authority may, where relevant, amend the Framework Agreement as follows:

23.5.1 require the Supplier to provide the information pursuant to Clause 8.3 on a more frequent basis;

23.5.2 require amendments to the Business Continuity Plan pursuant to Clause 10.5;

23.5.3 require the Supplier to provide the Management Information pursuant to Clause 13 of this Schedule 2 on a more frequent basis; and/or

23.5.4 require the Supplier to provide further Management Information pursuant to Clause 13 of this Schedule 2.

23.6 Following the service of the third or any subsequent Service Failure Notices (pursuant to either this Framework Agreement and/or any Contract), the Authority may (in addition to the rights and remedies set out at Clause 23.4 or 23.5 above):

23.6.1 suspend the Supplier's appointment to receive new Orders under this Framework Agreement in accordance with Clause 22 by giving notice in writing to the Supplier and all Participating Authorities; or

23.6.2 deem that, for the purposes of Clause 20.4.1 of this Schedule 2, there has been a material breach of this Framework Agreement that is not capable of remedy by the Supplier and may terminate the Framework Agreement pursuant to Clause 20.4.

23.7 The Supplier acknowledges and agrees that any Service Failure Notice shall be deemed to be a "comparable sanction" for the purposes of Regulation 57(8)(g) of the Regulations.

24 Complaints

24.1 The Supplier shall notify the Authority of any formal written complaints made by other Participating Authorities relating to the Supplier's noncompliance with any of its obligations under any Contract within two (2) Business Days of the Supplier becoming aware of such complaints.

24.2 Without prejudice to any rights and remedies that the Participating Authority may have under the relevant Contract and/or the Authority may have under this Framework Agreement, the Supplier shall use its reasonable endeavours to resolve such complaint within ten (10) Business Days and in so doing, shall deal with the complaint fully, expeditiously and fairly.

24.3 Within two (2) Business Days of a written request by the Authority, the Supplier shall provide further reasonable details of the complaint to the Authority, including details of the steps being taken to progress its resolution and, following its resolution, details of how and when the complaint was resolved.

25 Sustainable development

25.1 The Supplier shall comply in all material respects with applicable environmental, social and labour Law requirements in force from time to time in relation to the Goods. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Terms of Offer. Without prejudice to the generality of the foregoing, the Supplier shall:

25.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Terms of Offer in relation to any stated environmental, social and labour requirements, characteristics and impacts of the Goods and the Supplier's supply chain;

25.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Goods being supplied and as proportionate to the nature and scale of the Supplier's business operations; and

25.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause 25.1.2 of this Schedule 2.

25.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 25 of this Schedule 2.

26 Electronic product information

26.1 Where requested by the Authority, 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.

26.2 The Supplier warrants that the Product Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information shall 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 Clause 26 of this Schedule 2.

26.3 If 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.

26.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and any Intellectual Property Rights in the Product Information for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Authority's contracts from time to time. Subject to Clause 26.5 of this Schedule 2, no obligation to illustrate or advertise the Product Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 26.4 of this Schedule 2.

26.5 The Authority may reproduce for its sole use the Product Information provided by the Supplier in the Authority's product catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.

26.6 Before any publication of the Product Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's 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 26.6 of this Schedule 2 or otherwise under the terms of this Framework Agreement.

26.7 The Supplier shall indemnify the Authority from against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Authority arising out of or in connection with the Product Information save for where this is a result of the Authority's wilful or negligent misrepresentation of the Product Information.

26.8 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Terms of Offer, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

27 Sales Information

27.1 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 supplied by the Supplier to Participating Authorities pursuant to this Framework Agreement (the **"Sales Information"**). The frequency, format and level of detail to be included in the Sales Information shall be as specified by the Authority in the Invitation to Offer, or as otherwise agreed between the Authority and the Supplier.

27.2 The Supplier shall keep at its normal place of business detailed, accurate and up to date records of Sales Information, together with accurate details of the identity of the Participating Authority to which such Goods 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 27.1 of this Schedule 2 is accurate and complete.

27.3 If the Authority's audit pursuant to Clause 27.2 of this Schedule 2 identifies that the Sales Information is inaccurate or incomplete, then Clause 23 of this Schedule 2 shall apply.

28 Change management

28.1 The Supplier acknowledges to the Authority that the requirements for the Goods may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification, as may be requested by the Authority from time to time.

28.2 Any change to the Goods or other variation to this Framework Agreement shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

29 Dispute resolution

29.1 During any dispute, including a dispute as to the validity of this Framework Agreement, it is agreed that the Supplier shall continue its performance of the provisions of the Framework Agreement (unless the Authority requests in writing that the Supplier does not do so).

29.2 In the case of a dispute arising out of or in connection with this Framework Agreement the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute and follow the procedure set out in Clause 29.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.

29.3 If any dispute arises out of the Framework Agreement either Party may serve a notice on the other Party to commence formal resolution of the dispute. The Parties shall first seek to resolve the dispute by escalation in accordance with the management levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the dispute before escalating the matter to the next level until all levels have been exhausted. Level 1 will commence on the date of services of the dispute notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

29.4 If the procedure set out in Clause 29.3 of this Schedule 2 has been exhausted and fails to resolve such dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail

to agree a mediator within five (5) Business Days following exhaustion of all levels of the escalation procedure at Clause 29.3of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

29.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 29.4 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

29.6 Nothing in this Framework Agreement shall prevent:

29.6.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the supply of the Goods; or

29.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients or the security of Confidential Information, pending resolution of the relevant dispute in accordance with the Dispute Resolution Procedure.

29.7 Clause 29 of this Schedule 2 shall survive the expiry of or earlier termination of this Framework Agreement for any reason.

30 Force majeure

30.1 Subject to Clause 30.2 of this Schedule 2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Framework Agreement nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.

30.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 30 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Framework Agreement if:

30.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2;

30.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and

30.2.3 the Supplier has complied with the procedural requirements set out in Clause 30 of this Schedule 2.

30.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Framework Agreement and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.

30.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Framework Agreement the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.

30.5 If either Party is prevented or delayed in the performance of its obligations under this Framework Agreement by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

30.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.

30.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.

30.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time if the Force Majeure Event subsists for thirty (30) days or more terminate this Framework Agreement on service of written notice on the Supplier.

30.9 Following such termination in accordance with Clause 30.8 of this Schedule 2 and subject to Clause 30.10 of this Schedule 2, neither Party shall have any liability to the other.

30.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 30.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Framework Agreement.

31 Records retention and right of audit

31.1 Subject to any statutory requirement and Clause 31.2 of this Schedule 2, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Framework Agreement.

31.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Framework Agreement.

31.3 The Authority shall have the right to audit the Supplier's compliance with this Framework Agreement. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier's compliance with its obligations under this Framework Agreement.

31.4 Should the Supplier sub-contract any of its obligations under this Framework Agreement, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Framework Agreement that are sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.

31.5 The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Framework Agreement for the purposes of:

31.5.1 the examination and certification of the Authority's accounts; or

31.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.

31.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 31 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

31.7 The Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any audit, review,

investigation or enquiry carried out in relation to the subject matter of this Framework Agreement.

31.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier's compliance with the requirements of this Framework Agreement.

32 Conflicts of interest and the prevention of fraud

32.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.

32.2 The Authority reserves the right to terminate this Framework Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement. The actions of the Authority pursuant to this Clause 32.2 of this Schedule 2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.

32.3 The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

32.4 If the Supplier or its Staff commits Fraud the Authority may terminate this Framework Agreement and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.

33 Equality and human rights

33.1 The Supplier shall:

33.1.1 ensure that (a) it does not, whether as employer or as supplier of the Goods and any associated services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or supplier of the Goods and any associated services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

33.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the

Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate 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; and

33.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 33 of this Schedule 2.

33.2 If the Supplier fails to comply with the provisions of Clause 33.1and/or contravenes the Equality Legislation, the Authority may terminate this Framework Agreement and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.

33.3 The Supplier shall also indemnify the Authority against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Authority arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Legislation due directly or indirectly to any act or omission by the Supplier, its agents, employees or sub-contractors.

33.4 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 33 of this Schedule 2.

34 Notice

34.1 Subject to Clause 29.5 of this Schedule 2, any notice required to be given by either Party under this Framework Agreement shall be in writing quoting the date of the Framework Agreement and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.

34.2 A notice shall be treated as having been received:

34.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or

34.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or

34.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal

business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

35 Assignment, novation and subcontracting

35.1 The Supplier shall not assign, sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Framework Agreement without the prior consent in writing of the Authority, such consent not to be unreasonably withheld or delayed. If the Supplier sub-contracts any of its obligations under this Framework Agreement, every act or omission of the Sub-contractor shall for the purposes of this Framework Agreement be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.

35.2 Any authority given by the Authority for the Supplier to sub-contract any of its obligations under this Framework Agreement shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this Framework Agreement.

35.3 Where the Authority considers the grounds for exclusion under Regulation 57 of the Regulations apply to any Sub-contractor then:

35.3.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or

35.3.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Supplier shall comply with such a requirement.

35.4 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Goods and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.

35.5 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Framework Agreement or any part of this Framework Agreement and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If the Authority novates this Framework Agreement to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority

shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Framework Agreement or any part of this Framework Agreement without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

36 Prohibited Acts

36.1 The Supplier warrants and represents that:

36.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):

(i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or

(ii) in connection with this Framework Agreement paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and

36.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

36.2 If the Supplier or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Authority:

36.2.1 the Authority shall be entitled:

(i) to terminate this Framework Agreement and recover from the Supplier the amount of any loss resulting from the termination;

(ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and

(iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

36.2.2 any termination under Clause 36.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

36.2.3 notwithstanding Clause 29 of this Schedule 2, any dispute relating to:

(i) the interpretation of Clause 36 of this Schedule 2; or

(ii) the amount or value of any gift, consideration or commission,

shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

37 General

37.1 Each of the Parties is independent of the other and nothing contained in this Framework Agreement shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Framework Agreement.

37.2 Failure or delay by either Party to exercise an option or right conferred by this Framework Agreement shall not of itself constitute a waiver of such option or right.

37.3 The delay or failure by either Party 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 such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

37.4 Any provision of this Framework Agreement which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Framework Agreement and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

37.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Framework Agreement and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Framework Agreement or unless such representation, undertaking or warranty was made fraudulently.

37.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Framework Agreement including all costs, legal fees and other expenses so incurred.

37.7 The rights and remedies provided in this Framework Agreement are cumulative and not exclusive of any rights or remedies provided by general law, or by any other contract or document. In this Clause 37.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.

37.8 A person who is not a party to this Framework Agreement shall have no right to enforce any terms of it which confer a benefit on such person. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Framework Agreement.

37.9 This Framework Agreement, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Framework Agreement or any variation to this Framework Agreement, contain the entire understanding between the Supplier and the Authority relating to the operation of this Framework Agreement to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Framework Agreement. Nothing in this Framework Agreement seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Framework Agreement shall form part of this Framework Agreement.

37.10 This Framework Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

37.11 Subject to Clause 29 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Framework Agreement or its subject matter.

37.12 All written and oral communications and all written material referred to under this Framework Agreement shall be in English.

Schedule 3

Information and Data Provisions

1 Confidentiality

1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of Clause 1 of this Schedule 3, each Party ("**Recipient**") 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:

1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;

1.1.2 the provisions of Clause 1 of this Schedule 3 shall not apply to any Confidential Information:

(i) which is in or enters the public domain other than by breach of this Framework Agreement or other act or omissions of the Recipient;

(ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

(iii) which is authorised for disclosure by the prior written consent of the Discloser;

(iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or

(v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.

1.2 The Recipient shall be entitled to disclose the Confidential Information of the Discloser where:

1.2.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 3 of this Schedule 3 shall apply to disclosures required under the FOIA or the Environmental Regulations;

1.2.2 the need for such disclosure arises out of or in connection with:

(i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;

(ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Goods provided under this Framework Agreement; or

(iii) the conduct of a Central Government Body review in respect of this Framework Agreement; or

(iv) the Recipient has reasonable grounds to believe that the Discloser is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

1.3 The Authority may disclose the Confidential Information of the Supplier:

1.3.1 on a confidential basis to any Central Government Body or other Contracting Authority for any proper purpose of the Authority or of the relevant Central Government Body or other Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);

1.3.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

1.3.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

1.3.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 1.3.1 (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;

1.3.5 on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or

1.3.6 on a confidential basis to a proposed transferee, assignee or novatee of, or successor in title to the Authority,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean the Authority making clear the confidential nature of such

information and that it must not be further disclosed except in accordance with Law or this Clause 1 of this Schedule 3.

1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation to the operation of this Framework Agreement, 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 Framework Agreement. 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 Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Framework Agreement.

1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Framework Agreement and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Framework Agreement.

1.6 Clause 1 of this Schedule 3 shall remain in force:

1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and

1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Framework Agreement unless otherwise agreed in writing by the Parties.

2 Data protection

2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

2.2 To the extent that the nature of this Framework Agreement means that the Parties are acting both as Controllers, each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:

2.2.1 implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation;

2.2.2 be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control;

2.2.3 where appropriate, promptly refer to the other Party any requests, from (i) Data Subjects in regards to the right of access to Personal Data by that Data Subject in accordance with the Data Protection Legislation; (ii) the Information Commissioner; or (iii) any other law enforcement authority and to the extent it is reasonable and practical to do so consult with the other Party (for the avoidance of doubt at no additional cost) before responding to such request.

2.3 Where Personal Data is shared between the Parties, each acting as Controller:

2.3.1 the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 2 of this Schedule 3;

2.3.2 the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 2 of this Schedule 3; and

2.3.3 where the Data Recipient is in breach of its obligations under this Schedule 3 and the Data Protection Legislation, the Data Transferor may temporarily suspend the transfer of the Personal Data to the Data Recipient until the breach is repaired.

2.4 The Supplier and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

2.5 The Supplier shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Framework Agreement.

3 Freedom of Information and Transparency

3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA and Environmental Regulations. The Supplier agrees:

3.2.1 that this Framework Agreement and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Framework Agreement are subject to the obligations and commitments of the Authority under the FOIA and Environmental Regulations;

3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA and Environmental Regulations is a decision solely for the Authority;

3.2.3 that where the Supplier receives a request for information under the FOIA and Environmental Regulations and the Supplier itself is subject to the FOIA and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;

3.2.4 that where the Supplier receives a request for information under the FOIA and Environmental Regulations and the Supplier is not itself subject to the FOIA and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;

3.2.5 that the Authority, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Framework Agreement; and

3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.

3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and Environmental Regulations, the content of this Framework Agreement is not Confidential Information.

3.4 Notwithstanding any other term of this Framework Agreement, the Supplier consents to the publication of this Framework Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and Environmental Regulations.

3.5 In preparing a copy of this Framework Agreement for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.

3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.

3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Framework Agreement, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

4 Information Security

4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:

4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and

4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.

Schedule 4

Definitions and Interpretations

1 Definitions

1.1 In this Framework Agreement the following words shall have the following meanings unless the context requires otherwise, other than in relation to the Call-off Terms and Conditions for the Supply of Goods at Appendix A of this Framework Agreement. The definitions and Interpretations that apply to the Call-off Terms and Conditions for the Supply of Goods are as set out at Appendix A of this Framework Agreement.

"Authority"	means the authority named on the front page of the Framework Agreement at page 1;
"Authority's Obligations"	means the Authority's further obligations, if any, referred to in the Specification;
"Award Schedule"	means the document set out at Schedule 6;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to fulfil its obligations under this Framework Agreement including an influenza pandemic, EU Exit and any Force Majeure Event;
"Business Continuity Plan"	means the Supplier's business continuity plan which includes its plans for continuity of the supply of the Goods during a Business Continuity Event;
"Business Day"	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
"Call-off Terms and Conditions for the Supply of Goods"	means the call-off terms and conditions for Contracts as set out at Appendix A of this Framework Agreement forming part of the Contract(s) placed under this Framework Agreement;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

	(c) Non-Ministerial Department; or (d) Executive Agency
"Commencement Date"	means the date of this Framework Agreement;
"Condition Precedent"	has the meaning given to it in Clause 6.2 of Schedule 2;
"Confidential Information"	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Framework Agreement including any procurement process which is: (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet;
"Contract"	means any contract entered into under this Framework Agreement with the Supplier by any Participating Authority as further defined in the Call-off Terms and Conditions for the Supply of Goods;
"Contract Year"	means each consecutive twelve (12) month period (the first such period commencing on the Effective Date), or shorter period if the Framework Agreement expires or is terminated part way through a twelve (12) month period;
"Contracting Authority"	means any contracting authority as defined in Regulation 2 of the Regulations, other than the Authority;
"Contract Manager"	means for the Authority and for the Supplier the individuals specified in the Key Provisions or such other person notified by a Party to the other Party from time to time in accordance with Clause 12.1 of Schedule 2;
"Contract Price"	means the price exclusive of VAT that is payable to the Supplier by a Participating Authority under any Contract for the full and proper performance by the Supplier of its obligations under such Contracts (as calculated in accordance with the provisions of the Award Schedule) and as confirmed in the relevant Order Form relating to the particular Contract;

"Contract Stock Level"	means an equivalent of [8 weeks'] anticipated stock for that Good for that Supplier Lot, in addition to the anticipated stock necessary to fulfil Orders, which must be held within the United Kingdom, which is to be calculated as follows (or as otherwise notified in writing by the Authority). The applicable Contract Stock Level for each calendar month shall be determined on the last Working Day of the previous calendar month and shall be calculated by reference to the quantity of the Goods supplied by the Supplier to Participating Authorities pursuant to this Framework Agreement during the eight (8) weeks immediately prior to the commencement of the relevant calendar month.
"Controller"	shall have the same meaning as set out in the GDPR;
"Data Protection Legislation"	means (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the GDPR and any applicable national implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy;
"**Data Recipient**"	means the Controller who agrees to receive Personal Data from the Data Transferor for further Processing in accordance with Schedule 3;
"Data Subject"	shall have the same meaning as set out in the GDPR;
"**Data Transferor**"	means that Controller who transfers the relevant Personal Data;
"Dispute Resolution Procedure"	means the process for resolving disputes as set out in Clause 29 of Schedule 2;
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
"Effective Date"	has the meaning given under Clause 2.1.1 of Schedule 1;

"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;
"Environmental Regulations"	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
"eProcurement Guidance"	means the NHS eProcurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement as amended from time to time, together with any further Guidance issued by the Department of Health and Social Care in connection with it;
"Equality Legislation"	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034), the Human Rights Act 1998 and the National Minimum Wage Regulations 2015 (as amended by the National Minimum Wage (Amendment) Regulations 2016);
"EU Exit"	means the process of the UK leaving the EU pursuant to Article 50 of the Treaty on the Functioning of the European Union and any resulting changes in Law, customs duties and/or tariffs, and/or import/export rules or restrictions;
"Expiry Date"	has the meaning given under Clause 2.1.2 of Schedule 1;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
"Force Majeure Event"	means any event beyond the reasonable control of the Party in question to include, without limitation: (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Framework Agreement; (b) acts of terrorism

	(c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment; (g) compliance with any local law or governmental order, rule, regulation or direction that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to supply the Goods, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and (i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties; but, for the avoidance of doubt, not including EU Exit unless and to the extent that a consequence of EU Exit falls within one of the above defined circumstances;
"Framework Agreement"	means the form of agreement at the front of this document and all schedules and appendices attached to the form of agreement;
"Framework Providers"	means the Supplier and other suppliers appointed as framework providers under this Framework Agreement;
"Fraud"	means any offence under any law in respect of fraud in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679) (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018);
"General Anti-Abuse Rule"	means

	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the manufacture and/or supply of goods similar to the Goods under the same or similar circumstances as those applicable to this Framework Agreement, including in accordance with any codes of practice published by relevant trade associations;
"Goods"	means any and all goods, materials or items that the Supplier is required to supply to Participating Authorities under Contracts placed under this Framework Agreement, details of such Goods, materials or other items being set out in the Specification, the Award Schedule and any Order;
"Guidance"	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Goods, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, Monitor, NHSE, the MHRA, the Care Quality Commission and/or any other regulator or competent body;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Intellectual Property Rights"	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
"Initial Stock Level"	means, unless otherwise set out in the Terms of Offer or agreed in writing by the Parties, either: (a) where the anticipated stock level for that Goods as set out in the Terms of Offer is more than one (1), an equivalent of [4 weeks'] anticipated stock for that Good for that Supplier Lot which is to be calculated as follows: *= (The anticipated stock level for that year as set out in the Terms of Offer ÷ 52) x 4*; or

	(b) where the anticipated stock level for that Goods as set out in the Terms of Offer is set as one (1), the amount agreed by the Parties in writing. The Initial Stock Level shall be in addition to the anticipated stock necessary to fulfil Orders and must be held within the United Kingdom.
"Invitation to Offer"	means the invitation to offer issued by the Authority comprising: Document No. 00 Read Me First Document Document No.01 This covering letter Document No.02 Terms of offer Document No.03 Framework Agreement and Terms and Conditions Document No.04a Quality Assurance Process Document No.04b Assessment Criteria, Stability Protocol and Additional Specification Requirements Document No.05a(i) Product listing and usage – Hospital Only Products CM/PHG/22/5657/02 Document No.05a(ii) Selectt offer schedule – Hospital Only Products CM/PHG/22/5657/02 Document No.05a(iii) Product listing and usage – Housekeeping Products (Hospital Only) CM/PHG/22/5657/03 Document No.05a(iv) Selectt offer schedule – Housekeeping Products (Hospital Only) CM/PHG/22/5657/03 Document No.06 Form of offer Document No.07a Quality control technical sheet Document No.07b Quality Assurance Policy to support the National Contract Procurement of Licensed Medicines Document No. 08 Confidential information schedule Document No. 09 Stability Data Requirements
"Key Provisions"	means the key provisions set out in Schedule 1;
"KPI"	means the key performance indicators as set out in Schedule 5 ;
"Law"	means any applicable legal requirements including without limitation: (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation as applicable in England and Wales; (b) any retained EU law (as defined by section 6(7) of the European Union (Withdrawal) Act 2018); (c) (subject to EU Exit) any applicable European Union directive, regulation, decision or law;

	(d) (subject to EU Exit) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (e) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (f) requirements set by any regulatory body as applicable in England and Wales; (g) any applicable code of practice as applicable in England and Wales; and (h) any relevant collective agreement and/or international law provisions (to include without limitation as referred to in (a) to (f) above).
"Licensing Authority"	means the MHRA or such other licensing authority as the Authority shall determine;
"Lot(s)"	shall have the meaning ascribed in the Terms of Offer;
"MHRA"	means the Medicines and Healthcare products Regulatory Agency;
"Mid-Point Date"	for each Good in each of the Supplier Lots specified in the Award Schedule, means the date falling half way between the Commencement Date and the expiry date specified in the Award Schedule for that Good;
"NHS"	means the National Health Service;
"**NHSE**"	means the Authority;
"**NHSE Event**"	means any event by which NHSE procures or seeks to procure goods and/or services which are the same as or similar to the Goods/Services that are the subject of this Framework Agreement, which shall include (without limitation) the following such events: (a) the award of a contract by NHSE to the Supplier (and/or any other supplier(s)) for the provision of any or all goods and/or services which are the same as or similar to the Goods/Services that are the subject of this Framework Agreement; (b) the conclusion of a framework agreement with the Supplier (and/or any other supplier(s)) for the provision of any or all goods and/or services which are the same as or similar to the Goods/Services that are the subject of this Framework Agreement; (c) the entering into a contract(s) or framework agreement(s) with the Supplier (and/or any other supplier(s)) for the provision of any or all goods and/or services which are the same as or similar to the

	Goods/Services that are the subject of this Framework Agreement; or (d) the commencement of delivery of goods and/or services by the Supplier (and/or any other supplier(s) to NHSE (or any bodies nominated by NHSE) pursuant to the contract or framework agreement specified in (c) above (as the case may be).
"Occasion of Tax Non-Compliance"	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;
"Offer"	means the offer submitted by the Supplier to the Authority in response to the Invitation to Offer;
"Order Form"	means the order form on which Orders are to be placed (such order form being in such form as the Participating Authority and the Supplier shall agree from time to time);
"Ordering Procedure"	means the procedure enabling Participating Authorities to call-off Goods and enter into Contracts under this Framework Agreement, as set out in Schedule 7;
"Orders"	means orders for Goods placed under this Framework Agreement by Participating Authorities;
"Participating Authority"	means a Contracting Authority entitled to place Orders under this Framework Agreement including the Authority and any other Contracting Authority as set out in the Key Provisions;

"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"Personal Data"	shall have the same meaning as set out in the GDPR;
"Policies"	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
"Price Firm Period"	has the meaning given under Clause 11 of Schedule 1;
"Process"	shall have the same meaning as set out in the GDPR. Processing and Processed shall be construed accordingly;
"Product Information"	means information concerning the Goods as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 26 of Schedule 2 for inclusion in the Authority's product catalogue from time to time;
"Prohibited Acts"	has the meaning given under Clause 36.1.1 of Schedule 2;
"Regulations"	means the Public Contracts Regulations 2015 (SI 2015/102) as amended;
"Relevant Tax Authority"	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
"Remedial Proposal"	has the meaning given under Clause 20.3 of Schedule 2;
"Review"	has the meaning given under Clause 11 of Schedule 1;
"Review Notice"	has the meaning given under Clause 11 of Schedule 1;
"Revised Contract Price"	means the new Contract Price for the Goods as established pursuant to a Review;
"Service Failure Notice"	has the meaning given to it in Clause 23.4 of Schedule 2;
"Service Failure Remedial Proposal"	has the meaning given to it in Clause 23.3 of Schedule 2;
"Specification"	means the document set out in Schedule 5 (including the Quality Control Technical Sheet) as amended and/or updated in accordance with this Framework Agreement;

"Staff"	means all persons employed or engaged by the Supplier to perform its obligations under this Framework Agreement including any Sub-contractors and person employed or engaged by such Sub-contractors;
"Stock Level Failure"	has the meaning given to it in Clause 8.1 of Schedule 2;
"Sub-contract"	means a contract between two or more suppliers at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Framework Agreement;
"Sub-contractor"	means a party to a Sub-contract other than the Supplier;
"Supplier"	means the supplier named on the front page of Framework Agreement at page 1;
"Supplier Lot(s)"	means the Lots to which the Supplier has been appointed under this Framework Agreement as specified in the Award Schedule;
"Term"	means the period commencing on the Commencement Date and ending on the latest of the Expiry Dates specified in the Award Schedule;
"Terms of Offer"	means the document entitled 'Terms of Offer' issued by the Authority as part of the Invitation to Offer;
"Third Party Body"	has the meaning given under Clause 13 of Schedule 2; and
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

1.2 References to any statute or order shall include any statutory extension, modification or re-enactment, and any order, regulation, bye-law or other subordinate legislation.

1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.

1.4 References in this Framework Agreement to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Framework Agreement.

1.5 References in this Framework Agreement to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.

1.6 Unless set out in the Award Schedule as a chargeable item and subject to Clause 37.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Framework Agreement.

1.7 The headings are for convenience only and shall not affect the interpretation of this Framework Agreement.

1.8 Words denoting the singular shall include the plural and vice versa.

1.9 Where a term of this Framework Agreement provides for a list of one or more items following the word “including” or “includes” then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

1.10 Where there is a conflict between the Supplier’s responses to the Authority’s requirements and any other part of this Framework Agreement, such other part of this Framework Agreement shall prevail.

1.11 Where a document is required under this Framework Agreement, the Parties may agree in writing that this shall be in electronic format only.

1.12 Any guidance notes in grey text do not form part of this Framework Agreement.

Schedule 5

Part A – Key Performance Indicators

1. The KPIs used to measure the Supplier's performance shall be –

   1.1. the Supply Status KPI (as defined in paragraph 3 below); and

   1.2. the Delivery Failure KPI (as defined in paragraph 4 below).

2. In this Schedule 5 Part A, the following terms shall have the following meanings –

   2.1. "**Breach Notice**" means a notice issued by the Authority stating that the Supplier has breached the Supply Status KPI or the Delivery Failure KPI;

   2.2. "**Delivery Failure Percentage**" means, in each Reporting Period, the proportion of Packs of a Good (defined by NP Code) Ordered in respect of which there is a Delivery Failure, as a percentage of the total number of Packs of that Good Ordered in that Reporting Period, as shown by the following formula:

   (DF*n* / O*n*) x 100

   where –

   DF*n* = the number of Packs Ordered of each Good corresponding to a particular NP Code in respect of which there was a Delivery Failure in the relevant Reporting Period; and

   O*n* = the total number of Packs Ordered of the relevant Good corresponding to that NP Code in the relevant Reporting Period;

   2.3. "**Delivery Failure**" means the Supplier fails to deliver the exact quantity of Goods or essentially similar goods within the Delivery Time in accordance with Clauses 8.1 and/or 8.2 of Schedule 1 to the Call-Off Terms and Conditions;

   2.4. "**Delivery Failure Spreadsheet**" means the report on the extent to which Delivery Times were met, the number of Delivery Failures, and other information required by the Authority in the form attached at Annex 2 to this Schedule 5 Part A (or in such form as the Authority may from time to time require by notice in writing to the Supplier);

   2.5. "**Delivery Times**" has the meaning given in Schedule 4 to the Call-off Terms and Conditions;

   2.6. "**NP Code**" means the name, form, strength and pack description of each Good to be supplied by the Supplier under this Framework Agreement shown as a line item in the Delivery Failure Spreadsheet and the Supply Status Spreadsheet;

2.7. "**Ordered**" means Orders which have been placed by Participating Organisations with the Supplier;

2.8. "**Packs**" means the packs in which the relevant Good or Goods is/are to be supplied according to their NP Code;

2.9. "**Reporting Period**" means –

2.9.1. in respect of the Supply Status KPI, the forthcoming fourteen (14) days covered by the relevant Supply Status Spreadsheet; or

2.9.2. in respect of the Delivery Failure KPI, the preceding quarter covered by the relevant Delivery Failure Spreadsheet;

2.10. "**Supply Status Spreadsheet**" (also known as the "Supplier Issues Spreadsheet/Report") means the forecast report for the next fourteen (14) days on stock levels of the Goods held by the Supplier in the form attached at Annex 1 to this Schedule 5 Part A (or in such form as the Authority may from time to time require by notice in writing to the Supplier). (The Authority encourages suppliers to give advance notice where the supply status will reflect a future potential shortfall of product supply. For the avoidance of doubt such early notification will not constitute a Breach for which the date indicated by the supplier as “out of stock” will be used, i.e. if the supplier’s indicated dates for product “unavailability” falls within the Reporting Period. Please refer to the “Guidance for Completion” tab on the Supply Status Spreadsheet which includes information on the Authority’s use of the information collected to support KPI monitoring and medicines supply issues); and

2.11. "**Warning Notice**" means a notice issued by the Authority stating that the Supplier has incurred three consecutive Breach Notices.

3. Supply Status KPI

3.1. The Supplier shall complete and provide the Supply Status Spreadsheet (forecasting supply levels for the next fourteen (14) days) to the Authority, via the portal or e-mail address designated from time to time for that purpose by the Authority. The first Supply Status Spreadsheet shall be due fourteen (14) days before the Effective Date and then at fortnightly intervals thereafter.

3.2. The Supply Status KPI will be breached if the Supplier's Supply Status Spreadsheet shows "out of stock" for more than the number of occasions specified in Table 3.2 below or if the circumstances set out in Table 3.2 below apply -

Table 3.2

Threshold for issuing Breach Notice	• Supplier's Supply Status Spreadsheet shows "out of stock" for any one or more Goods (identified by NP Code)

	in respect of four (4) consecutive Reporting Periods. For the avoidance of doubt, the threshold is reached when "out of stock" is shown in four (4) consecutive Supply Status Spreadsheets for a particular Good (identified by its NP Code). The threshold is not reached where, for example, two Goods with different NP Codes are each recorded as being "out of stock" on two (2) consecutive occasions; or • Supplier fails to provide, or is more than two (2) Business Days late in providing, a Supply Status Spreadsheet in respect of any Reporting Period; or • Supplier submits one or more Supply Status Spreadsheets which is/are materially inaccurate.
Threshold for Issuing Warning Notice	Three (3) or more Breach Notices issued in a Contract Year

4. **Delivery Failure KPI**

4.1. The Supplier shall complete and provide the Delivery Failure Spreadsheet to the Authority, via the portal or e-mail address designated from time to time for that purpose by the Authority, at quarterly intervals commencing from the Effective Date (the first Delivery Failure Spreadsheet being due at the end of the first quarter after the Effective Date).

4.2. The Delivery Failure KPI will be breached if the Supplier's Delivery Failure Percentage equals or exceeds the level set out in Table 4.2 below in respect of any Reporting Period, or any of the circumstances set out in Table 4.2 below apply –

Table 4.2

Threshold for issuing Breach Notice	• Delivery Failure Percentage equals or exceeds 25%; or

	• Supplier fails to provide, or is more than two (2) Business Days late in providing, a Delivery Failure Spreadsheet in respect of any Reporting Period; or • Supplier submits one or more Delivery Failure Spreadsheets which is/are materially inaccurate.
Threshold for Issuing Warning Notice	Three (3) or more Breach Notices issued in a Contract Year.

5. **Consequences of issuing Breach Notice or Warning Notice**

5.1. The consequences of the Authority issuing a Breach Notice or a Warning Notice shall be as set out in Table 5.1 below -

Table 5.1

Consequences of issuing Breach Notice	The Authority may (at its discretion) require any or all of the following by setting them out in the Breach Notice – • increased monitoring/reporting, which may include increased reporting frequency and/or more detailed information and/or different types of information; • require a Remedial Proposal to be prepared and submitted by the Supplier in accordance with clause 15.3 of Schedule 2 to this Framework Agreement; and/or • give notice of a dispute and require escalation in accordance with clause 5 of

	Schedule 1 to this Framework Agreement.
Consequences of issuing Warning Notice	The Authority may (at its discretion) exercise any of the following rights – • in relation to any subsequent procurement of the Goods, or other goods of the same or substantially similar description to the Goods, treat the issue of a Warning Notice as a "comparable sanction" evidencing significant or persistent deficiencies by the Supplier in the performance of a substantive requirement under a prior public contract for the purposes of Regulation 57(8)(g) of the Public Contracts Regulations 2015, as further provided for in paragraph 5.3 below; • any of the rights specified above as consequences of issuing a Breach Notice; • give notice of suspension of the Supplier from the Framework Agreement in accordance with clause 17 of Schedule 2 to this Framework Agreement; and/or • give notice of immediate termination of the Framework Agreement in accordance with clause 15.4.1 of Schedule 2 to this Framework Agreement.

5.2. If the Authority elects (in relation to any subsequent procurement of the Goods, or other goods of the same or substantially similar description to the Goods) to treat the issue of a Warning Notice as a "comparable sanction" evidencing significant or persistent deficiencies by the Supplier in the performance of a substantive requirement under a prior public contract for the purposes of

Regulation 57(8) of the Public Contracts Regulations 2015, then the Authority may choose to exclude the Supplier from that procurement in accordance with Regulation 57(8), subject to the Supplier's ability to demonstrate "self cleaning" in accordance with Regulation 57(13) to 57(17)(inclusive).

5.3. In order to demonstrate "self cleaning" and avoid exclusion from future procurements, the Supplier will be required to provide evidence to the effect that measures taken by the Supplier operator are sufficient to demonstrate its reliability, including (but not limited to) demonstrating that the Supplier has taken concrete technical, organisational and personnel measures that are appropriate to prevent further occurrences of the circumstances which gave rise to the issue of a Warning Notice.

5.4. For the purpose of subsequent procurements of the Goods, or other goods of the same or substantially similar description to the Goods, the following provisions of this Schedule 5 Part A shall survive termination of this Framework Agreement –

5.4.1. in Table 5.1, the first bullet point opposite the heading "Consequences of issuing Warning Notice; and

5.4.2. paragraphs 5.1 and 5.2 above.

ANNEX 1 – FORM OF SUPPLY STATUS SPREADSHEET

Format and reporting period to be confirmed and shall comprise of the following as a minimum:

Buying Group	Supplier	Tender	Description	Pack	Brand	Ean	NPC	Reported Problem ie Out of Stock / Terminated from FW / Limited Stock	Date of Anticipated Solution ie dd/mm/yyyy	Suggested Interim Solution	Contact Name	Telephone Number

ANNEX 2 – FORM OF DELIVERY FAILURE SPREADSHEET

Format and reporting period to be confirmed and shall comprise of the following as a minimum:

the number of Packs Ordered of each Good corresponding to a particular NP Code in respect of which there was a Delivery Failure in the relevant Reporting Period; and

the total number of Packs Ordered of the relevant Good corresponding to that NP Code in the relevant Reporting Period;

Part B - Specification

Document No. 04 (Contract Technical Specification)

Document No. 04b

Project title: NHS National Generic Pharmaceuticals Wave 14a
Offer reference number: CM/PHG/22/5657
Period of framework agreement: The total maximum duration of the framework agreement to be no more than 24 months with an option or options to extend (at the Authority's discretion) for a period or periods up to a total of 48 months.

Potential periods of call-offs under the framework agreement:
Hospital Only Products: DLN & DNW: 01/02/2023 - 31/01/2025 (24 Months)
Housekeeping Products (Hospital Only):
CESW: 01/02/2023 - 30/09/2023 (8 Months)
LSNE: 01/02/2023 - 31/05/2024 (16 Months)

Assessment Criteria, Stability Protocol and Additional Specification Requirements

Assessment criteria

1. All medicines must

    - fully match the NPC descriptor against which they are offered (e.g. co-name medicines must be labelled with the co-name, not individual drug names); medicines requiring specific features (e.g. licensed route; prohibited excipients; scored tablets; container type) must have that feature.
    - conform to the fixed gateway criteria listed in Appendix 2 of Document No. 7b Quality Assurance Policy to Support the National Contract Procurement of Licensed Medicines.

2. In addition, the medicines must

    - be clearly labelled, with the critical information prominent and readable. The critical information is the generic name (NPCode name) of the medicine, the strength of the medicine, the form of the medicine, the route of administration and posology and warnings.
    - be adequately differentiated from other medicines in the range (same molecule) and other Look Alike/Sound Alike medicines from the same manufacturer. Packaging and labelling (primary and secondary) will be considered poorly differentiated if there is no judicious use of colour or differentiation in text size or layout to emphasise the key differences in critical information. This applies to all primary and secondary packaging, and any printed overwraps
    - include sufficient, clearly presented technical information on the packaging or in the PIL to direct the intended user to prepare and administer the medicine safely

3. For pre-labelled packs, the pre-label element must be incorporated into the carton artwork. Packs overlabelled with a separate label will be given No Score. The pre-label wording should either be in accordance with the pre-label specifications for each pre-labelled line, if included in the tender specification, or in accordance with the PIL and BNF warnings if there is no specified pre-label.

4. Medicines should also comply with the general good practice principles set out in

    - Promoting safer use of injectable medicines (NPSA Alert 20, March 2007)
    - Design for patient safety: A guide to the graphic design of medication packaging (NPSA 0463A 2008)
    - Design for patient safety: A guide to labelling and packaging of injectable medicines (NPSA 2008) ISBN: 978-1-906624-02-6
    - Best practice guidance on the labelling and packaging of medicines (MHRA December 2020)

A Standard Protocol for Deriving and Assessment of Stability

Part 1 – Aseptic Preparations (Small Molecules)

5th Edition

September 2019

Endorsed and supported by:

Specialist Pharmacy Service

This document has been produced on behalf of the NHS Pharmaceutical Quality Assurance Committee, the NHS Pharmaceutical Production Committee and the NHS Pharmaceutical Aseptic Services Group by the NHS Pharmaceutical Research and Development Working Group. Membership of the NHS Pharmaceutical Research and Development Working Group is shown below.

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Industrial, academic and regulatory experts have been consulted in the preparation of this protocol.

Document History	Issue date and reason for change
Edition 1	Issued December 2009
Edition 2	Issued August 2011 - updated to current practice
Edition 3	Issued December 2015 - addition of procurement assessment template, addition of information on analytical techniques, updated statements on syringe storage, updated temperature statement for in-use testing for ambulatory infusion systems, updated references.
Edition 4	Issued April 2017 – stability temperature for in-use period for elastometic devices, sub-visible particle counts, introduction updated,minor edits and improvements
Edition 5	Addition of the section on abridged studies. Increased clarity regarding sampling from elastomeric devices. Statement where temperature of elastomeric infusions can be controlled as to using a lower in-use temperature. Requirement for justification techniques selected, acceptance criteria and for omissions added in line with MHRA comments on the previous version. Other minor edits and improvements to wording to improve clarity of the document.

1. Scope

Standards produced by the NHS Pharmaceutical Quality Assurance Committee and its sub-committees are produced with a distinctive yellow cover and are therefore known as Yellow Cover Documents (YCDs). This document, produced by the Pharmaceutical Research and Development Group, is the first in a series looking at stability of pharmaceuticals.

This YCD applies to small molecule products of all presentations prepared by aseptic manipulation of sterile pharmaceutical products. In this context, a small molecule is defined as a medicinal drug compound having a molecular weight of less than 2000 Daltons, with two main exceptions. The first exception is any medicinal drug compound comprised of peptide sequences and the second exception are small molecule products produced using sterilisation by filtration that is followed by aseptic filling. For Biopharmaceuticals please refer to A Standard Protocol for Deriving and Assessment of Stability: Part 2 - Aseptic Preparations (Biopharmaceuticals)[1].

2. Introduction

The 2007 NPSA (National Patient Safety Agency) alert 20[2] recommended the supply of ready-to-administer products, at least for high risk injectables, rather than aseptic preparation in clinical areas. The practicality of this is in part reliant on the availability of valid and robust stability data.

This protocol, which was prepared jointly by the Research & Development sub-group of the NHS Pharmaceutical Aseptic Services Group, the NHS Pharmaceutical Quality Assurance Committee and the NHS Pharmaceutical Production Committee and which has been updated by the NHS Pharmaceutical Research and Development Working Group, presents a standardised methodology to establish shelf life for aseptically prepared products. It is expected that the principles of this protocol are used for local stability trials, stability trials outsourced to third parties and when the validity of published stability data or commercially supplied stability data need to be assessed. Compliance with this protocol should also be sought from compounded product suppliers when products are outsourced, and Appendix 2 may be used to support that aim.

The principles that inform this protocol are:

2.1 Information available from a manufacturer may not offer the required stability data, for example from the relevant SmPC or from additional information from the medical information department.

2.2 Published stability data may be of limited value because of inappropriate or inadequate analytical methodology, limited study duration or improper processing of analytical data.

2.3 Shelf lives are derived from diverse sources of data including physico-chemical stability, microbiological integrity, consideration of licensed status of the preparation facilities and their compliance with standards.

2.4 Once allocated, the shelf life should be subject to on-going validation including robust control of any changes to materials or components.
Appendix 2 of this document is supplied to assist procurement staff in assessing the suitability of products to be procured as unlicensed small molecule aseptically prepared

products, including assessment of the shelf life assigned and stability information supplied or otherwise available for the specific product.
The R&D Group Assessment Template for Aseptic Small Molecule Products should be completed for all assessments of stability for this product group.

3. Analytical Methods

The development, validation, and adoption of analytical methods are beyond the scope of this protocol except to note that any method used must be able to indicate stability, be robust and be fully validated. The principles of 'Guidance on the Validation of Pharmaceutical Quality Control Analytical Methods'[3] and ICH Q2(R1)[4] (implemented as CPMP/ICH/281/95) should be followed, as appropriate.

4. Diluents

The default diluent will normally be 0.9% w/v sodium chloride as a typical diluent used in practice, but 5% w/v glucose should be used where applicable and other diluents may be added or supplemented, if recommended in the SmPC or otherwise required.

5. Containers

5.1 General considerations

Care should be taken to check the container proposed to store the product is the same used for each supporting stability study.

Extrapolation of data between different containers and infuser devices may be permissible provided the drug degradation pathway and physical properties of the container are well understood. Critical physical properties of a container include oxygen permeability, water permeability (water loss), light permeability, material constitution and possible extractives and adsorbent potential. Any extrapolation must be evaluated and justified.

5.2 Syringes

Syringes used as storage containers must be fully validated, including adequate consideration of microbiological ingress and physical robustness. Please refer to the 'Microbiological protocol for the integrity testing of syringes'[5]. Any syringe used to store medicines must be assessed as compliant with the BP Monograph for plastic syringes 'Appendix XIX G'[6].

In each case, the syringes used in a stability trial, together with the specific closure system, should be specified in the protocol. Consideration should be also given to the inclusion of suitable CE marked drug storage syringes in any new study. Two piece polypropylene syringes may be required for some products although past history indicates that there may be more failures during the integrity testing with those syringes[7].

It is preferable that syringes with the plunger attached should not be filled beyond 85% of their marked capacity in order to prevent undue plunger movement, which may compromise microbial integrity during shipping/ distribution; this is as outlined in 'Microbiological protocol for the integrity testing of syringes'[5] and national cytotoxic standardised specifications[21].

It is noteworthy that syringes currently used for storage of aseptically prepared medicines are not CE registered as drug storage devices, which has meant manufacturers have often made important changes to the syringes they manufacture without informing the end users. In some cases, changes to syringes have had apparent effects on drug stability and/or adsorption[8] when the syringe is used to store aseptically prepared medicines. Therefore, for these products an on-going programme of stability reassessment is strongly recommended. This could take the form of repeated stability testing at defined regular intervals or a programme of end of shelf life testing for the products that feeds into an annual Product Quality Review (PQR).

5.3 Infusion Containers

Non-PVC containers (polyolefin) should routinely be the first choice container. The choice of flexible versus semi-rigid containers is product and/or study specific but it may not always be possible to extrapolate between the two due to fundamental differences in certain properties, which include the material and quantity of residual air.

5.4 Ambulatory Infuser Devices

There are a range of elastomeric devices as well as other ambulatory infuser devices. These should be included in studies when such devices will be used for administration. In addition, the drug contact surfaces need to be understood if data is extrapolated between different types of elastomeric and other infusion devices.

5.5 Glass vials

The type of glass and the nature of the vial stopper are important considerations when using glass vials as final containers. The physical robustness and potential for microbiological ingress should also be considered.

5.6 Eye dropper bottles

Eye dropper bottles may include capped glass bottles (with a screw top or dropper) or plastic three piece eye dropper bottles. A stability study must be carried out in the container in which the product will be supplied; physical robustness and container integrity are important considerations

6. Concentrations

Ideally each drug should be studied at each of a low and high clinically relevant concentration. In this way, if there is consistent degradation reaction kinetics of the drug then it should be possible to interpolate to concentrations in between the two. If there is likely to be a significant difference in stability across a range of concentrations or another physical stability issue then additional concentrations may also be required.

7. Storage Conditions

Standard storage conditions can be found in Table 1. Control of relative humidity is not required for aseptically prepared products because they are essentially aqueous solutions and the storage times comparatively short. However, the properties of the container need to be assessed and understood (e.g. water loss by weight loss on storage, see above).

Table 1. A summary of stability testing temperature requirements

1. Refrigerated without exposure to UV light	5ºC +/- 3ºC
2. Room temperature without exposure to UV light	25ºC +/- 2ºC
3. Body temperature / elevated temperature	Normally 32ºC +/- 1ºC for in-use 'near to body studies' (for elastomeric and similarly insulated devices, 37ºC +/- 2ºC for preparations in implantable reservoirs (or where there is no evidence that temperatures stay below 32ºC [a])40ºC +/- 2ºC for accelerated data
4. Room temperature with exposure to UV light	25ºC +/- 2ºC, exposed to continuous fluorescent light
5. Frozen	-20 ºC +/- 5ºC

[a] Represents a "worst case scenario" for device reservoirs worn under clothes

8. Storage Protocols

The conditions referred to within this section can be found in Table 1, temperatures for all storage chambers should be constantly monitored, for example using a wireless monitoring system.

8.1 Refrigerator stored products

Products should routinely be stored refrigerated as required by the Farwell Report[9] unless that is precluded by physical considerations. The assessment of the maximum refrigerated shelf life and 'in-use' shelf life at room temperature should be assessed as part of a study. This may be followed by a second 'sequential' study including refrigerated storage followed by in-use conditions for an appropriate period prior to testing (Table 1).

8.2 Room Temperature stored products

Products for which there are solubility issues under refrigeration can be stored at room temperature, which may also be appropriate for Controlled Drugs due to their storage requirements. For Controlled Drugs, stability trials may need to be conducted at room temperature without exposure to UV light (Table 1).

8.3 Devices worn at body temperature

For elastomeric devices or others where evidence exists that the drug solution will not reach temperatures above 32$_o$C then the in-use period should be studied at 32$_o$C +/- 1$_o$C. For implantable devices (installed under the skin) then this should be 37$_o$C +/- 2$_o$C, this would also be appropriate for non-insulated devices or those for which evidence suggests may reach temperatures above 32$_o$C during routine infusion periods.

The rationale behind this standard is based on a series of published studies[10,11,12] which have shown that for elastometric devices handled appropriately the drug solution does not exceed 32◦C throughout the infusion period.

The Van der Merwe paper[10] in particular used a thermocouple placed inside the solution itself and this showed that for the two infusors studied including one with a flexible and one with a rigid shell the solution does not even reach 30◦C during 24 hours of simulated use.

Another rationale behind this temperature is that 32◦C is the temperature for the EP dissolution test for transdermal devices[13] (which is based on a harmonised worldwide standard).

It is important that patients receive instruction on how to handle their infusors as exposure to direct sunlight even within a pouch can have a significant impact on the temperatures seen with temperatures being shown to reach above 40◦C in some studies. It is also important that at night the infusor is placed outside of the bed covers if at all possible.

Where technology exists to maintain the infuser at a lower temperature throughout the infusion period, for example below 25oC by using insulated infusion devices, then it is appropriate to use this temperature for the in-use period in the study. It must be borne in mind that the elastomeric infusors are designed to deliver the set flow rate at a set temperature which is often 32oC, therefore, temperatures well below this can have a significant impact on flow rate and therefore dose for continuous infusions.

Care needs to be taken with implantable reservoirs where the device is refilled *in situ* and therefore drug solutions may be stored within them for longer than expected.

8.4 Products stored frozen

For products to be stored frozen the process of defrosting must be documented and fully validated for its impact on stability. In addition, the stability of the product once defrosted must be validated, which may involve refrigeration, or storage at room temperature or body temperature (Table 1). It is not normally recommended that plastic syringes are frozen but if this is necessary robust integrity testing must be undertaken at all stages of storage, thawing and any post thaw storage. There may also be risks associated with freezing products in elastomeric reservoirs that need to be assessed.

8.5 Light exposure

The effect of light on the stability of a medicinal product requires assessment unless the exposure to light is eliminated during routine clinical use. Condition 4 in Table 1 may apply if the product shelf life is dependent on light induced degradation. Under these circumstances further details as to the techniques to be used can be found in ICH Q1(B) Photostability Testing of New Active Substances and Medicinal Products[14].

8.6 Study and sampling periods

Sampling periods are study specific and the intrinsic stability of the system will determine the overall study duration as well as each sampling time point.

Sufficient time to allow critical parameters (i.e. those that which will control the shelf life of the product) to be assessed beyond the appropriate confidence interval of its specification limits needs to be built into the stability study. A minimum of 4 justified time points plus the initial data is the minimum required. Note that increasing the number of time points can help minimise the 95% confidence interval, which may otherwise restrict the allocated shelf life. This is particularly applicable to studies of drugs in syringes in which between-day repeatability may be higher than for other container types.

In the case of the critical parameter being the Active Pharmaceutical Ingredient (API) concentration, the study period should allow the concentration to fall to a value that allows a complete understanding of the reaction kinetics. This will not, however, be possible for very stable drugs. Other factors may also be relevant in determining shelf life (see 2.3).

Consideration should be given to carrying out accelerated stability studies for products expected to be or known to be relatively stable. Condition 3 in Table 1 is the temperature normally selected for this purpose.

Abridged studies

Where relatively robust information exists from another study including the preparation's reaction kinetics, and those data are available to the researcher, an abridged study may be considered to fill in knowledge gaps. For example, techniques that were not used in the original study may need to be used in order to extrapolate a study to a different container type, or to assess an extended infusion period at a raised temperature.

In the case of abridged studies it may be possible to reduce the number of data points or to spread them over the storage period and the final infusion period to cover both aspects of the study. For example a study may be considered to include time points T= 0, one intermediate point of refrigerated storage, the end point of refrigerated storage plus the post infusion temperature storage period data point.

9. Sample Numbers

For licensed products and regularly manufactured specials there should be a programme of ongoing stability work. It is required that three independent batches have been studied for licence submissions[15].

For studies of aseptically prepared products, the initial stability assessment is often carried out on a single batch, but this must include at least three replicates (independent containers) from each of the starting concentrations selected. The use of two or three fully independent batches (i.e. unique batches of stating materials) affords a much higher level of assurance to studies.

The three samples must be analysed at each time point in duplicate or preferably triplicate. Note that increasing the number of replicates for analysis can help minimise the 95% confidence interval which otherwise may restrict allocated shelf lives.

The result of each sample test should be reported independently or if summarised a measure of spread provided, such as the standard deviation. For example, for samples tested in triplicate an average and spread for each set of triplicate samples as well as an average and spread for all the samples combined for each time point should be reported (example in Appendix 1). For samples tested in duplicate this should be reported as a

range for each sample together with the population mean and variance of the three samples.

Ideally test results should be reported as a percentage of the baseline concentration, so as to fully understand the degradation levels.

9.1 Sampling considerations

For containers with a sufficient capacity (for example greater than 60mL), individual units may be regarded as a batch and multiple samples taken from them, pulled dosage units being replaced in storage condition. Note that samples must be removed aseptically to prevent the risk of spoilage. For containers with an insufficient capacity (for example less than 60mL) in order to carry out analysis at all data points it will be necessary to prepare a fully mixed bulk before filling into its storage container to ensure all such containers contain an identical homogenous solution.

For elastomeric infusors the solution homogeneity needs to be assured and it is suggested that dilutions are made before the device itself is filled since mixing within the device itself is difficult due to the lack of air in the device and also the solution added may start to fill the delivery tubing meaning that the initial sample will not be homogeneous. Removal and discarding a validated volume prior to sample removal can also be considered for these devices

It is vital that the sample is representative of the product to be delivered to the patient; there is some concern that products susceptible to adsorption to tubing may be adversely affected if sampled from the terminal end of giving sets for elastomeric devices. In this case it may be better to cut and clamp the tubing nearer to the reservoir, although it is important that the impact of any adsorption to the tubing is understood.

For sub-visible particle counts it is paramount to sample ahead of any in-line filters and so for these samples the tubing will need to be cut ahead of the filter to allow representative sampling.

10. Testing Protocols

The minimum testing protocol should include a consideration of the following points.

10.1 Colour, clarity and precipitation

The appearance of the product may be the stability limiting factor, particularly with the formation of visible particles / precipitates. Significant colour changes, even when associated with relatively low levels of degradation, may make the product unacceptable or non-compliant with standards (see relevant BP Monograph).

10.2 pH

The pH is likely to be critical to the stability of most drugs and changes in pH are likely to be indicative of other changes in the stored container that need investigation.

10.3 API concentration

Often API concentration is the critical shelf life limiting factor, usually assayed by HPLC either linked to Diode Array Detector (DAD) or with a standard UV detector, other stability indicating methods may be suitable including UHPLC-MS-MS (see further section 10.5). Analytical method validation needs to be in line with the documents referenced in point 3 above whichever method is used.

10.4 Sub-visible particle counts

The test for sub-visible particulates is an important part of any stability protocol and will normal follow the BP Light Obscuration technique, and if carried out to the Pharmacopoeial standard tests this technique does need relatively large sample volumes. There is evidence that a smaller sample volume will provide equivalent accuracy in terms of particle level analysis[16] and therefore smaller sample sizes for particle analysis may be acceptable. The Microscopic Particle Count test may also be used if appropriate[17]. For suspensions for injection it is expected that assessment of the particle size of the suspension be included in the stability protocol.

10.5 Degradation product concentration

Degradation product concentration may be a critical parameter in shelf life assignment, together with an understanding of the degradation mechanism and/or a risk assessment of the properties of the degradation products. With a validated HPLC assay, the resolution factor between the active ingredient and degradation products is a critical stage of the assay validation procedure.

UHPLC with dual Mass Spectrophotometer detection (UHPLC-MS-MS) allows chemical species to be separated both temporally and spatially and it does not rely upon achieving a physical separation in the same way as standard HPLC methodology.

Provided the system suitability is demonstrated in terms of the instrument response factor for each compound being determined (if analysing a mixture without a physical separation being achieved) it allows the simultaneous quantitative determination of different chemical species in a very short analysis time without prior physical separation. This technique may alleviate the need for forced degradation studies as species detected will enable full identification of the degradants.

There is generally no need to include other related substance tests where those substances are process impurities from the original manufacturing process, and would not change as a result of aseptic manipulation and subsequent storage of the product. However, these may still impact on compliance with the BP monograph for overall related substance limits and this should be considered.

Additional tests are to be included where applicable.

10.6 Moisture loss

Moisture loss is usually measured by weight change over time, which may be particularly applicable to infusion bags (storage condition 2 in Table 1).

10.7 Container extractables and leachables.

For many studies with water soluble drugs, understanding the container leachables is more of a generic issue connected to the container type. If, however, the drug formulation contains solubilising agents or other excipients the level of extractables may need to form part of the stability study.

10.8 Excipient concentrations

Excipients can be critical to both physical and chemical drug stability and may also be important for the clinical usage of the product (for example the inclusion of tissue permeability enhancers in subcutaneous injections). In these cases the concentration of excipient should be an important consideration of the study.

11. Shelf Life allocation

11.1 Data Analysis

A simple plot of analytical results against time is usually insufficient for assignment of a shelf life. Various options are available for data handling and the most appropriate choice is dependent on the specific data set.
The principles of ICH Q1E (Evaluation of Stability Data)[18], implemented as CPMP/ICH/420/02, should be followed where possible. The method favoured by ICH Q1E is where analytical data is subjected to linear regression analysis after determination of the appropriate relationship between critical parameter and time. An appropriate method of shelf life calculation for an attribute which is known to decrease with time utilises the lower one-sided 95% confidence limit of the regression analysis, and calculation of the time required for the critical parameter to reach the specification limit. For example, if Active Pharmaceutical Ingredient (API) loss is the critical parameter the lower 95% confidence limit of the time to reach 95% of the stated amount is the physico-chemical shelf life.

This technique, however, requires specialised knowledge and statistical software and unless the data are carefully analysed, misinterpretation could occur. This method can therefore only be used if clear statistical conditions and expert knowledge of the analytical system are applied. The potential errors are particularly exacerbated in short-term studies as generally used with aseptic compounded products.

This document offers flexibility of approach and therefore a simplified statistical approach may be acceptable where the one-sided lower 95% confidence limit of the slope is used to calculate the time to 5% degradation (see 11.2 below).

It is often not desirable to use a statistical approach where little or no degradation occurs over the course of the study. Section 8 indicates that a well-designed study should allow for a significant level of degradation to support a good understanding of the reaction kinetics but this is not always possible for stable materials. It is likely for very stable products that shelf life will be assigned for other reasons such as length of study, maximum storage time in syringes, and so on.

11.2 Acceptance criteria

The British Pharmacopoeia (BP) specification for a product is a shelf life specification to which the product must comply at the end of its shelf life. In general, for injections the BP specification is 95 – 105% of stated amount. For this reason it is suggested that, where loss of the active ingredient is the critical parameter, a loss of 5% should constitute the maximum shelf life. The starting concentration for the study must also be within the BP specification for the product.

It is acknowledged that many historical stability studies may not comply with the requirements of this document and that studies need to be optimally designed for certain container types, and particularly syringes, in order to maximise the confidence in the data generated. It is suggested that some pragmatism may be required in the interpretation of such historical studies, but the rationale for accepting more than 5% loss of an active ingredient within a shelf life needs expert consideration.

This may also hold with new studies as there may be certain molecules and presentations where a 10% loss of active can be acceptable, particularly if the BP monograph accepts a larger range such as 90 – 110%. If working to a larger percentage loss then the clinical significance, including assessment of degradation products, must be fully assessed and understood.

Other statistical approaches to data analysis may be used, particularly the Confidence Bound or Maximum Rate method[19].

It is important that, when using semi-permeable containers, the impact of water loss is accounted for when calculating API concentrations. Water loss will concentrate solutions and therefore could mask degradation if not accounted for. In these cases the two-sided confidence limits of the slope may be appropriate and should be calculated and compared to both the upper and lower specification limits.

Knowledge of degradation products will be critical, the structure and identity and toxicology, metabolism and clinical effects need to be understood. The level of a degradation product may be a critical parameter in assigning shelf life.

It is important to understand the difference between related substances that arise as process impurities and genuine degradation products. Where a BP limit exists for a degradation product it will need to be the limit applied to the study, and any other approach will require robust justification.

11.3 In-use storage

It is important to understand the use of the product and its storage in clinical areas. If light sensitivity has not been assessed during the stability study then the product should be provided in light protective packaging with the instruction to keep the product protected from light.

Similarly, in-use temperatures must not exceed those studied in the stability testing. It is important that robust change management is used if making changes to clinical protocols particularly if the result is an increase in infusion time.

12. Stability Study Reports

Stability study reports should be submitted following a format consistent with the below recommendations.

Introduction
• Giving the reasons why the study was undertaken.

Literature Search
• Describing how this was undertaken and summarising relevant published prior work.

Analytical Methods
• Describing the development, validation, and/or adoption of analytical methods used. The specificity of the method together with its ability to detect degradants must be described. Justification for the techniques selected and the acceptance criteria assigned.

Diluents
• Describing the diluents used, and the rationale for their choice.

Container
• Describing the containers used, and the rationale for their choice.

Concentrations
• Describing the concentrations studied, and the rationale for their choice.

Storage Conditions
• Describing the storage conditions used, and the rationale for their choice.

Storage Protocols
• Describing the storage protocols used, and the rational for their choice.

Sample Numbers
• Describing the number of samples and batches tested, and the rationale for their choice.

Testing Protocols
• Describing the test protocols used, and the rationale for their choice.

Results
• Detailed description of all analytical results. It is suggested that results are presented as a percentage of initial concentration; initial concentrations should be given in the report.

Discussion
• Scientific critique and evaluation of the results including any statistical approach taken to analysis of the data.

Allocation of Shelf Lives
• Description of the methods used to calculate shelf lives and the rationale for their use.
• Description of proposed shelf lives determined from the study.

Conclusions

• Overall conclusions from the study. The report should also justify any omissions in the protocol, the testing programme or data availability and explain any non-conformances such as out of specification or out of trend results.

13. Extrapolation of data

It can be reasonable to interpolate data within the range of the study (concentrations, storage temperatures etc.) as long as consistent results are obtained from the concentrations studied. Extrapolation of data beyond that studied is a risk based process and a good understanding of the drug concerned, its reaction kinetics, its solubility and its ability to adsorb to surfaces are all important considerations that require an expert opinion before a decision is made. Extrapolation to different types of container will require an understanding of the differences in properties between the two containers. Robust change control is required for all changes and extrapolations.

Glossary

API - Active Pharmaceutical Ingredient

BP – British Pharmacopoeia

DAD – Diode Array Detector

EP – European Pharmacopoeia

HPLC – High Performance Liquid Chromatography

ICH - International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use

MA - Marketing Authorisation

MS – Mass Spectrometry

SmPC - Summary of Product Characteristics

UHPLC – Ultra High Performance Liquid Chromatography

UV - Ultra-violet

References

1. A Standard Protocol for Deriving and Assessment of Stability: Part 2 - Aseptic Preparations (Biopharmaceuticals) – NHS Pharmaceutical Quality Assurance Committee. www.medicinesresources.nhs.uk/en/Communities/NHS/UKQAInfoZone

2.NPSA Patient Safety alert 20 (28 March 2007) – Promoting Safer Use of Injectable Medicines. www.nrls.npsa.nhs.uk/resources/?entryid45=59812

2. Guidance on the Validation of Pharmaceutical Quality Control Analytical Methods - NHS Pharmaceutical Quality Assurance Committee March 2005. www.medicinesresources.nhs.uk/en/Communities/NHS/UKQAInfoZone

3. ICH Q2(R1) Validation of Analytical Procedures: Methodology www.ich.org/products/guidelines.html

5. Microbiological protocol for the integrity testing of syringes - NHS Pharmaceutical Quality Assurance Committee, 2nd edition April 2013.
www.medicinesresources.nhs.uk/en/Communities/NHS/UKQAInfoZone

6. British Pharmacopoeia 2019 Appendix XIX G Sterile Single-use Plastic Syringes (Ph. Eur. method 3.2.8).

National collated data from syringe integrity testing – NHS Pharmaceutical R&D Group. www.qcnw.nhs.uk

8. BD Plastipak Field Safety Notice MS-15-637-FA (issued 28th September 2015)

9.Farwell J. Aseptic Dispensing for NHS Patients (The Farwell Report) Department of Health 1995.

10. What is the maximum temperature reached in elastomeric devices under simulated OPAT conditions? Archives of Disease in Childhood. 101(9), p.e2. van Der Merwe, S. and Green, H. (2016) . Poster presented at NPPG November 2015

11. In Use Temperature Investigation 100mL Dosi-Fuser, The Newcastle-upon-Tyne NHS Foundation Trust, Laura Davies, Carly Henderson, David Caulfield (2016) www.qaney.co.uk

12. Antibiotic stability related to temperature variations in elastomeric pumps used for outpatient parenteral antimicrobial therapy (OPAT). J Antimicrob Chemother dkw582 Rachel Voumard, Niklas van Neygham, Camille Cochet, Celine Gardiol, Laurent Decosterd, Thierry Buclin, Serge de Valliere

13. European Pharmacopoeia 8.0, 2.9.4. Dissolution test for Transdermal patches

14. ICH Q1B Photostability Testing of New Active Substances and Medicinal Products. www.ich.org/products/guidelines.html

15. ICH Q1A(R2) Stability Testing of New Drug Substances and Products. www.ich.org/products/guidelines.html

16. Pharmaceutical feasibility of sub-visible particle analysis in parenterals with reduced volume light obscuration methods, European Journal of Pharmaceutics and Biopharmaceutics 85 (2013) 1084–1087, Andrea Hawe , Frank Schaubhut , Raimund Geidobler, Michael Wiggenhorn, Wolfgang Friess, Markus Rast, Christian de Muynck , Gerhard Winter

17. British Pharmacopoeia 2019, Appendix XIII A. Particulate Contamination: Sub-visible Particles (Ph. Eur. method 2.9.19).

18. ICH Q1E Evaluation of Stability Data. www.ich.org/products/guidelines.html

19. Norwood, Drug Development & Industrial Pharmacy 12, 553-60, [1986]

20. Assessment Template (Small Molecules) – NHS Pharmaceutical R&D Group. www.qcnw.nhs.uk

21.Chemotherapy Standard Product Specifications
https://www.england.nhs.uk/commissioning/spec-services/npc-crg/group-b/b02/dose-banded-chemotherapy-standardised-product-specifications/

Appendix 1 Example of reporting of results from stability trials

For three replicates each tested in triplicate the report at each time point should be presented as:

Replicate 1 100.3% +/- 1.3%
Replicate 2 99.6% +/- 0.7%
Replicate 3 100.7% +/- 0.5%
Population mean 100.2% variance 0.21%

For three replicates each tested in duplicate the report at each time point should be presented as:-

Replicate 1 99.7% – 100.3%
Replicate 2 100.1% - 101.1%
Replicate 3 99.4% - 100.6%
Population mean 100.2% variance 0.31%

Appendix 2. Checklist for assessment of stability data for procured small molecule aseptically prepared products (Specials)

The following checklist is provided as a quick guide to assessing the suitability of procured aseptically prepared Specials from the stability assessment viewpoint. This should be used alongside other assessment tools for unlicensed products.

Preparation:……

Supplier / Manufacturer:……

1) Formulation	1.1) Is the formulation specified in the product specification including any concentration restrictions	Yes (go to 1.2) / No (return to supplier for specification)	
	1.2) Is the formulation fit for purpose and for the patient / patient group	Yes (go to 1.3) / No (source a suitable formulation)	
	1.3) Is the preparation made in accordance with the SmPC	Yes / No (Record and proceed)	
2) Shelf life assigned	2.1) What shelf life is assigned by the manufacturer		
	2.2) Is the shelf life based on the recommendations in the SmPC	Yes (go to 3.1) / No (go to 2.3)	
	2.3) Is this based on a specific stability study (in-house or supplied by starting material manufacturer)	Yes (go to 3.1) / No (go to 2.4)	
	2.4) Is it based on an expert assessment of stability based on related product information (extrapolation)	Yes (assess whether this is suitable and whether risks can be mitigated)/ No (Ask supplier for more information or source another supply)	
3) Stability study report	3.1) Is the stability study based on the formulation to be procured (Concentration range, diluent, final container, storage conditions)	Yes (go to 3.2) / No (get an expert opinion on the suitability of extrapolation)	
	3.2) Does the report follow the format outlined in this document	Yes (go to 4.1) / No (assess the impact of the lack of information)	
4) Stability study	4.1) Storage temperatures / Does this support the product storage directions assigned to the product procured	Storage Temperature	
		Accelerated storage temperature	
		Acceptable (go to 4.2) / Not acceptable (get an expert opinion on suitability of extrapolation)	
	4.2) Study storage period / does this exceed the applied shelf life		Yes (go to 4.3)/ No (assess suitability)
	4.3) Does the study include a range of concentrations (or is only one specific concentration required)	Yes (Go to 4.4) / No (consider the robustness of the data to support the range of products procured)	
	4.4) Replicates – does the study include at least three replicates (separate samples) tested in triplicate	Yes (Go to 4.5) / No (consider the robustness of the data presented)	

	4.5) For products given by infusion does the data support the in-use period at room temperature or body temperature as appropriate.	Yes (Go to 5.1) / No (in-use shelf life will be the responsibility of the user to assign)
5) Analytical techniques / results*[13]	5.1) Stability indicating assay of the active ingredient	Satisfactory / Not satisfactory / Not tested
	5.2) Assay and identification of degradation products	Satisfactory / Not satisfactory / Not tested
	5.3) Appearance / visible particles	Satisfactory / Not satisfactory / Not applicable / Not tested
	5.4) Sub-visible particles	Satisfactory / Not satisfactory / Not tested
	5.5) Container extractables and leachables	Satisfactory / Not satisfactory / Not applicable / Not tested
	5.6) pH	Satisfactory / Not satisfactory / Not tested
	5.7) Assay of preservatives / critical excipients	Satisfactory / Not satisfactory / Not applicable / Not tested
	Overall assessment of data presented	Satisfactory (Go to 6.1) / Not satisfactory (Go back to supplier with concerns)
6) Data analysis	6.1) Does the data presented support the shelf life assigned (with a suitable safety margin) with an appropriate statistical approach	Yes / No (Go back to the supplier with concerns / consider assigning an in-house shortened shelf life)

Summary of risks

Assessment of stability study for

……..

The data supplied: Provides assurance that the product will be suitable, safe and efficacious / does not provide suitable assurance

Approved:……..Date:…….

Additional risk reduction measures

* **Refer to the R&D Group assessment template for small molecules**[20]

APPENDIX A

Additional Specification Requirements (supplementary to general and regulatory)

The NHS has additional requirements to those identified within the general specification. Those requirements are specified within this Appendix A to Document No. 04b – Assessment Criteria, Stability Protocol and Additional Specification Requirements.

Awards for these products will be made, where possible, to offers meeting the additional specification (subject to the offers meeting all other award criteria stated in paragraph 12.1.5 of Document No. 02 – Terms of Offer).

Offers for products that do not meet the additional specification will only be awarded to the framework agreement in the absence of any offers meeting the additional specification (subject to the offers meeting all other award criteria stated in paragraph 12.1.5 of Document No. 02 – Terms of Offer).

Offerors product information within PharmaQC will be used to determine whether offered products meet the addition requirements where possible. The Product details and pack details recorded (not artwork or photographs) will be used and, in the absence of the relevant fields being completed, it will be deemed that the offered product does not meet the requirement.

1. Primary packaging protection from light

Notwithstanding the requirements in Document No. 09 – Stability Data Requirements, the NHS requires the following products to be contained in primary packaging designed to protect the product from light:

Ciprofloxacin solution for infusion 200mg/100ml
Ciprofloxacin solution for infusion 400mg/200ml

2. Cytotoxic products in blister packs/sachets or with Child Resistant Closure (CRC)

The NHS requires the following cytotoxic products to be contained in a blister pack (or sachet) presentation or have a CRC if the presentation is in a bottle/tub:

Cyclophosphamide Tablets 50mg
Imatinib Tablets/Capsules 100mg
Imatinib Tablets/Capsules 400mg
Temozolomide Capsules 100mg
Temozolomide Capsules 140mg
Temozolomide Capsules 180mg
Temozolomide Capsules 250mg
Temozolomide Capsules 5mg
Temozolomide Capsules 20mg
Capecitabine Tablets 150mg

Capecitabine Tablets 300mg
Capecitabine Tablets 500mg

3. Licensed routes of administrations

The NHS requires the following product to be licensed for administration both with and without dilution:

Phenytoin Sodium Solution for Injection Ampoule 250mg/5ml

The NHS requires the following product to be licensed for the route(s) of administration to include intrathecal route:

Methotrexate Solution for Injection Vial 50mg/2ml (For IV, IM and Intrathecal Use)

The NHS requires the following product to be licensed for the route(s) of administration to include Intramuscular and Intravenous:

Ondansetron Solution for Injection Ampoule (For IV and IM Use) 4mg/2ml.

4. Oral liquid products to have Child Resistant Closure (CRC)

The NHS requires the following oral liquid products to have a CRC:

ATOVAQUONE ORAL SUSPENSION (SUGAR FREE) 750MG/5ML (250ML)
DEFERIPRONE ORAL SOLUTION (SUGAR FREE) 100MG/ML (500ML)
OSELTAMIVIR ORAL SUSPENSION (SUGAR FREE) 30MG/5ML (65 ML)
VALGANCICLOVIR ORAL SOLUTION (SUGAR FREE) 250MG/5ML (48ML)

Where no offered product includes a CRC the product should be such that the end-user should be able to apply one if required.

5. Patient Packs

Where offers are received for tablets or capsules or oral solutions/suspensions which do not represent the tendered pack size but represent a suitable alternative patient pack for dispensing awards will be made to the lowest-priced offered patient pack (subject to the offers meeting all other award criteria stated in criteria stated in paragraph 12.1.5 of Document No. 02 – Terms of Offer).

Quality Assurance Policy to support the National Contract Procurement of Licensed Medicines

Edition 5.1

September 2022

The first stop for professional medicines advice

INTRODUCTION

Background

The Department of Health Document, *An Organisation With a Memory* (2000), identified targets to reduce the number of serious errors in the use of prescribed drugs by 40 per cent by 2005 and to reduce death or paralysis caused by maladministered spinal injections to zero by the end of 2001.

The Department of Health report, *Building a Safer NHS for Patients* (2001), recommended that safety was built into purchasing policy within the NHS.

In 2001, the Committee on Safety of Medicines established a working group to review the packaging and labelling of medicines following a death related to a spinal injection of vincristine. The findings were published in *MLX275, Recommendations for the Labelling and Packaging of Medicines* (Aug 2001).

In 2003, MHRA and NPSA worked collaboratively to publish the guidance document, *Best Practice on the Labelling and Packaging of Medicines* (edition1 - March 2003), which was based on the recommendations of MLX275.

In 2004, the NHS Pharmaceutical Quality Assurance Committee published the document, *Quality Assurance and Risk Assessment of Licensed Medicines for the NHS to support Contracting of Medicines in the NHS (edition 1)* in collaboration with NHS Purchasing and Supply Agency (PASA) and regional procurement pharmacists. This document described a risk assessment process to help evaluate the medication error potential of medicines associated with their packaging and labelling. It was developed against the principles of MLX275 and the MHRA best practice guidance and used by NHS Regional Quality Assurance Pharmacists to inform and advise the contract adjudication process.

Design for Safety

In 2006, The NPSA and the Helen Hamlyn Research Centre jointly published the guidance document, *Design for patient safety: A guide to the graphic design of medication packaging* (see Section 5). The guide demonstrates how graphic design on medicines packaging can enhance patient safety and details best practice based on user testing, taking views from patients, pharmaceutical Industry personnel, NHS agencies, nurses and pharmacists. The scope of this guidance was primary and secondary packaging of medicines in blister packs.

In 2007, the NPSA published *Promoting safer use of injectable medicines (NPSA Alert 20)* (see Section 5), which reported that they received 59,000 reports of patient safety incidents involving medicines between January 2005 and June 2007. Approximately a third of those incidents involving injectable medicines accounted for 25 per cent of all medication incidents, and 58 per cent of the most serious incidents (i.e. those that resulted in death or serious harm to patients). It also reported that approximately a third of medication errors were linked to confusion over packaging and labelling.

Recommended actions included the “use of purchasing for safety policies” and that procurement groups should procure injectable medicines that have design features that make them safer to use in practice.

Following on from this alert, in 2008 The NPSA and Helen Hamlyn Research Centre published a second guidance document, *Design for patient safety: A guide to labelling and packaging of injectable medicines* (see Section 5). This guide provided guidance to the pharmaceutical industry for primary and secondary packaging of injectable medicines.

The two NPSA design for safety guides are aimed at packaging designers and pharmaceutical companies manufacturing but have also been adopted as the key reference documents to support the safe procurement of medicines within NHS because they describe best practice for the packaging and labelling of medicines for safety.

Purchasing for Safety

Purchasing for safety is a fundamental principle underpinning the procurement of medicines that is embedded into the central contracting process for generic medicines in the NHS. Purchasing for safety plays an important role in mitigating the risks of medication errors, especially in preventing selection errors associated with “look alike, sound alike” (LASA) medicines.

The NHS Pharmaceutical Quality Assurance Committee first developed a risk assessment tool in 2004 (Quality Assurance and Risk Assessment of Licensed Medicines for the NHS) to evaluate the potential for medication errors associated with the packaging and labelling of generic medicines. This was supplemented with a policy in 2007 (QA Policy for Contract Procurement of Licensed Pharmaceuticals). These two documents were combined in 2011and describe the arrangements for how NHS regional quality assurance specialists support the contracting process.

The risk assessment process evaluates the packaging and labelling of medicines against MHRA and NPSA design for safety guidance documents:

- *Best practice on the labelling and packaging of medicines*
- *Design for patient safety: A guide to the graphic design of medication packaging*
- *Design for patient safety: A guide to labelling and packaging of injectable medicines*

The risk assessment informs both the adjudication process and supports the communication of identified risks to end users and suppliers.

This version has been revised to reflect the following:

- The updated governance arrangements for the QA assessment process following the NHS Specialist Pharmacy Service (SPS) transformation and consolidation of the Regional QA services in England
- Clarification of fixed gateway specification criteria relating to packaging and labelling requirements

POLICY

1. Purpose

The purpose of this policy is to define the process, roles and responsibilities for undertaking and reporting packaging and labelling for safety quality assessments for licensed medicines in support of NHS England licensed medicines contracts led by the Commercial Medicines Unit (CMU). The assessments inform purchasing decisions made by CMU and identify potential 'in use' risks to end users of the medicines.

2. Scope

The scope of this policy is limited to the assessment of the packaging and labelling of licensed medicines by the Specialist Pharmacy Service in support of the national medicines contracting process led by the Commercial Medicines Unit (CMU).

The assessment does not include evaluation of licensed indications, licensed routes of administration, the presence/absence of excipients of known effect or other product features unless specifically stated in the product descriptor.

The assessment of unlicensed medicines, re-packaged and overlabelled GB-licensed packs, Medical Devices and food supplements is out of scope of this policy.

3. Policy Statement

3.1. Assessment overview

3.1.1. Medicines are assessed from:

- artwork
- photographs
- Summary of Product Characteristics (SmPC)
- Patient Information Leaflet (PIL)

For a complete assessment to be made it is necessary for a complete set of images and documents to be available (see appendix 1).

3.1.2. Medicines are then assigned a score (High, Medium, Low or No Score – refer to 3.3 below) and uploaded to PharmaQC to inform the CMU adjudication process.

3.1.3. It is sometimes possible for a High score to be assigned based on artwork only, if the reason for the High score is already evident from the artwork.

3.1.4. In exceptional circumstances, assessors may agree to receipt of a physical sample. This will be agreed on a case-by-case basis.

3.2. Assessment criteria

3.2.1. All medicines must

3.2.1.1. fully match the NPC descriptor against which they are offered (e.g. co-name medicines must be labelled with the co-name, not individual drug names); medicines requiring specific features (e.g. licensed route; prohibited excipients; scored tablets; container type) must have that feature. *Non-compliance will result in a No Score (refer to 3.3).*

3.2.1.2. conform to the fixed gateway criteria listed in Appendix 2. *Non-compliance will result in a High Score (refer to 3.3).*

3.2.1.3. In addition, the medicines must

- be clearly labelled, with the critical information prominent and readable. The critical information is the generic name (NPCode name) of the medicine, the strength of the medicine, the form of the medicine, the route of administration, and posology and warnings.
- be adequately differentiated from other medicines in the range (same molecule) and other Look Alike/Sound Alike medicines from the same manufacturer. Packaging and labelling (primary and secondary) will be considered poorly differentiated if there is no judicious use of colour or differentiation in text size or layout to emphasise the key differences in critical information. This applies to all primary and secondary packaging, and any printed overwraps
- include sufficient, clearly presented technical information on the packaging or in the PIL to direct the intended user to prepare and administer the medicine safely

Non-compliance with any of the above will result in a High score (refer to 3.3).

3.2.2. For pre-labelled packs, the pre-label element must be incorporated into the carton artwork. Packs overlabelled with a separate label will be given No Score. The pre-label wording should either be in accordance with the pre-label specifications for each pre-labelled line, if included in the tender specification, or in accordance with the PIL and BNF warnings if there is no specified pre-label. *Non-compliance will result in a High score (refer to 3.3).*

3.2.3. Medicines should also comply with the general good practice principles set out in

- Best practice guidance on the labelling and packaging of medicines (MHRA December 2020) (see section 5 below)
- Promoting safer use of injectable medicines (NPSA Alert 20, March 2007) (see section 5 below)
- Design for patient safety: A guide to the graphic design of medication packaging (NPSA 0463A 2008) (see section 5 below)
- Design for patient safety: A guide to labelling and packaging of injectable medicines (NPSA 2008) ISBN: 978-1-906624-02-6 (see section 5 below)

See section 3.3.1 for consequence of non-compliance

3.3. Assessment process

Refer also to diagram (fig. 1).

3.3.1. The medicine is assessed by one SPS QA assessor with reference to the criteria in 3.2 above and assign a score

No Score – Offered product does not meet the descriptor, or the documentation or images are insufficient or inadequate to permit the assessment to be completed.

High – Significant risk to patient safety or any of the grounds in section 3.2 above which expressly state they result in a High score
Medium – One or more non-compliances with general good practice principles (see 3.2.3 above) where additional local risk mitigation measures may be required
Low risk – No non-compliances with general good practice principles (see 3.2.3 above) that require additional local risk mitigation measures
Artwork only – partial assessment from artwork where the score is inconclusive or may change following receipt of photographs. An Artwork only score may be qualified with a narrative "likely low" or "likely medium"; medicines that can already be identified as High are assigned a High score.

3.3.2. Medicines assigned a High score, including from artwork, are reported to the SPSQA hub team and referred for peer review by a minimum of two additional SPS QA assessors. A file note is retained by the SPS QA Hub identifying the peer group and the discussion.

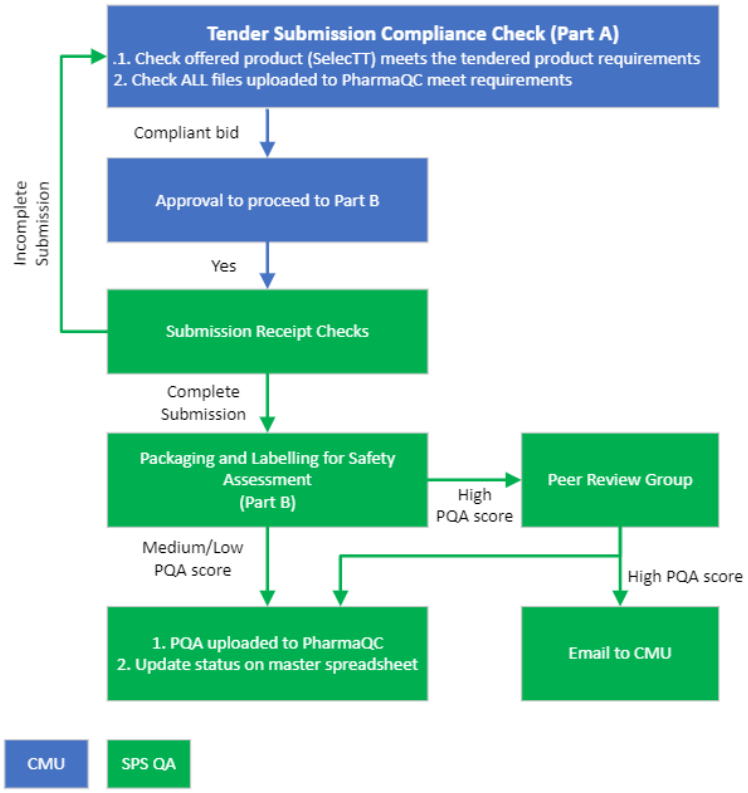
If the peer review concludes there is a significant risk to patient safety this results in a High score.

3.3.3. All assessments are recorded on PharmaQC. In addition to the assessment observations, assessors may also add comments under "PAI" (Potential Acceptability Issues) which may be of interest to Trusts (e.g. presence of excipients of known effect, compatibility with vial/bag adaptors).

3.3.4. The completion of the assessment is communicated to CMU

- High scores are notified by the Hub directly to CMU by email to **samples@cmu.nhs.uk**
- All other scores are entered onto the tender-specific electronic assessment communication spreadsheet.

Fig.1



3.4. Governance arrangements

3.4.1. The Quality Assurance Hub lead pharmacist is responsible for the assessment service.
3.4.2. Assessments are performed by suitably trained SPS QA personnel.
3.4.3. Assessors are trained and competence is assessed and maintained by the SPS Quality Assurance Hub.
3.4.4. Disputes are directed to the Quality Assurance Hub lead pharmacist or deputy in the first instance, with escalation to the Head of SPS.

4. Appendices

Appendix 1 – Requirements for artwork, photographs and documentation to permit a complete assessment


Appendix 1 –
Requirements for ar

Appendix 2 – Fixed gateway assessment criteria


Appendix%202%20-
%20Fixed%20Gatew

5. References

1. Promoting safer use of injectable medicines (NPSA Alert 20, March 2007)


NRLS-0434-Injectabl
e-medicines-PSA-20

2. Design for patient safety: A guide to the graphic design of medication packaging (NPSA 0463A 2008)


NPSA-0463A-Design
-for-patient-safety-\

3. Design for patient safety: A guide to labelling and packaging of injectable medicines (NPSA (NRLS 0592) 2008) ISBN: 978-1-906624-02-6 [3]


NRLS-0592-guide-t
o-labell_medicines-(

4. Best practice guidance on the labelling and packaging of medicines (MHRA December 2020)

https://www.gov.uk/government/publications/best-practice-in-the-labelling-and-packaging-of-medicines

6. Document History

Document History	Reason for change	Issue date
Edition 1	QA and Risk Assessment of Licensed Medicines for the NHS QA Policy for Contract Procurement of Licensed Pharmaceuticals	June 2004 June 2007
Edition 2	Update to consolidate above two documents	April 2011
Edition 3	Draft only, not formally issued	Nov 2013
Edition 4	Updated to add clarification of the QA support to the national procurement process for licensed medicines	August 2017
Edition 5	Scope narrowed to detailing the policy for undertaking packaging and labelling for safety quality assessments for licensed medicines by SPS QA.	July 2022.
Edition 5.1	Added introduction and reference to Design for patient safety: A guide to the graphic design of medication packaging (NPSA 0463A 2008)	September 2022

Schedule 6

Award Schedule

[*To be inserted as part of the final Framework Agreement*]

Schedule 7

Ordering Procedure

1 Awards under the Framework Agreement

1.1 If a Participating Authority decides to source any Goods through the Framework Agreement then it may satisfy its requirements for the Goods by awarding a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition.

1.2 Any Participating Authority ordering Goods under the Framework Agreement without re-opening competition shall:

1.2.1 identify the relevant Lot which its Goods' requirements fall into;

2 Form of Order

2.1 Subject to Clauses 1.1 and 1.2 of this Schedule 7, each Participating Authority may place an Order with the Supplier by serving an Order Form.

2.2 In the event that the Participating Authority places an Order with the Supplier pursuant to the Ordering Procedure, the Supplier agrees that it shall be obliged to fulfil the Order.

3 Lots

3.1 The Supplier has been appointed under this Framework Agreement to the Lot(s) specified in the Award Schedule.

Schedule 8

Participating Authorities (14.09.22)

Commercial Medicines Unit

Schedule 8 - List of Approved Purchasing Points

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
REM21	AINTREE UNI HOSPITAL NHS FOUNDATION TRUST (STORES)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT AINTREE STORES	UNIVERSITY HOSPITAL AINTREE NHS TRUST		LOWER LANE	LIVERPOOL	L9 7AL
REM20	AINTREE UNI HOSPITAL NHS FOUNDATION TRUST (WALTON)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	CENTRAL PHARMACY STORES	WALTON HOSPITAL		RICE LANE	LIVERPOOL	L9 1AE
RCF22	AIREDALE NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	AIREDALE GENERAL HOSPITAL	AIREDALE NHS FOUNDATION TRUST	SKIPTON ROAD	STEETON	BD22 6TD
RBS25	ALDER HEY CHILDREN'S NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT			EATON ROAD	LIVERPOOL	L12 2AP
RTK01	ASHFORD & ST.PETERS HOSPITAL NHS FOUNDATION TRUST	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	ST PETER'S HOSPITAL			CHERTSEY	KT16 0PZ
RB101	AVON AND WILTSHIRE MENTAL HEALTH PARTNERSHIP NHS TRUST (CALLINGTON)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Not in a Collaborative Hub or Confederation	South West Strategic Health Authority	PHARMACY DEPARTMENT	CALLINGTON ROAD HOSPITAL		MARMALADE LANE	BRISLINGTON	BS4 5BJ
RVN8L	AVON AND WILTSHIRE MENTAL HEALTH PARTNERSHIP NHS TRUST (CALNE)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Not in a Collaborative Hub or Confederation	South West Strategic Health Authority	PHARMACY DEPARTMENT	AVON & WILTSHIRE MENTAL HEALTH PARTNERSHIP NHS TRUST	UNIT A1 - A2 BEVERSBROOK CENTRE	BEVERSBROOK ESTATE	CALNE	SN11 8RX
RF4HA	BARKING HAVERING&REDBRIDGE HOSPITAL NHS (H WOOD)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	HAROLD WOOD HOSPITAL		GUBBINS LANE	ROMFORD	RM3 0BE
RF4KG	BARKING HAVERING&REDBRIDGE HOSPITAL NHS T (KGEORGE)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	KING GEORGE HOSPITAL		BARLEY LANE	GOODMAYES	IG3 8YB
RF4OC	BARKING HAVERING&REDBRIDGE HOSPITAL NHS TRUST (QUEENS)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	QUEENS HOSPITAL		ROM VALLEY WAY	ROMFORD	RM7 0AG
NT502	BARLBOROUGH NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	BARLBOROUGH NHS TREATMENT CENTRE		2 LINDRICK WAY	BARLBOROUGH LINKS	S43 4XG
RRP46	BARNET ENFIELD AND HARINGEY MENTAL HEALTH TRUST (ST ANN'S)	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ST ANN'S HOSPITAL		ST ANN'S ROAD	SOUTH TOTTENHAM	N15 3TH
RFFAA	BARNSLEY HOSPITAL NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	BARNSLEY DISTRICT GENERAL		GAWBER ROAD	BARNSLEY	S75 2EP
R1HB1	BARTS HEALTH NHS TRUST (NEWHAM)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	NEWHAM HOSPITAL		GLEN ROAD	PLAISTOW	E13 8SL
R1H83	BARTS HEALTH NHS TRUST (LONDON CHEST)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	THE LONDON CHEST HOSPITAL		BONNER ROAD	LONDON	E2 9JX
R1H00	BARTS HEALTH NHS TRUST (ROYAL LONDON)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	THE ROYAL LONDON HOSPITAL	BARTS HEALTH NHS TRUST PATHOLOGY & PHARMACY BUILDING	80 NEWARK STREET	Whitechapel	E1 2ES
RNHB2	BARTS HEALTH NHS TRUST (ST ANDREWS)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ST ANDREWS HOSPITAL		DEVAS ROAD	BOW	E3 3NT
R1HM0	BARTS HEALTH NHS TRUST (ST BARTHOLOMEW)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	St BARTHOLONEW'S HOSPITAL		WEST SMITHFIELD	LONDON	EC1A 7BE
R1HKH	BARTS HEALTH NHS TRUST (WHIPPS CROSS)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	WHIPPSS CROSS HOSPITAL			LEYTONSTONE	E11 1NR
RN506	BASINGSTOKE AND NORTH HAMPSHIRE NHS FOUNDATION	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	BASINGSTOKE DISTRICT HOSPITAL		ALDERMASTON ROAD	BASINGSTOKE	RG24 9NA
RC110	BEDFORDSHIRE HOSPITALS NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT			KEMPSTON ROAD	BEDFORD	MK42 9DJ
RC971	BEDFORDSHIRE HOSPITALS NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	LUTON & DUNSTABLE HOSPITAL NHS TRUST		LEWSEY ROAD	LUTON	LU4 0DZ
5QF75	BERKSHIRE HEALTHCARE NHS TRUST (OAKWOOD WARDS)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	OAKWOOD WARDS		HONEY END LANE	TILEHURST	RG30 4EJ
RWX16	BERKSHIRE HEALTHCARE NHS TRUST (PROSPECT PARK)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	PROSPECT PARK HOSPITAL		HONEY END LANE	TILEHURST	RG30 4EJ
5QF39	BERKSHIRE HEALTHCARE NHS TRUST (WEST BERKSHIRE COMMUNITY HOSPITAL)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT			BENHAM HILL	THATCHAM	RG18 3AS
5QF01	BERKSHIRE HEALTHCARE NHS TRUST (WOKINGHAM COMMUNITY HOSPITAL)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	WOKINGHAM COMMUNITY HOSPITAL		41 BARKHAM ROAD	BERKSHIRE	RG41 2RE
RXT00	BIRMINGHAM AND SOLIHULL MENTAL HEALTH NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT		VENTURE HOUSE (GATE D)	FENTHAM ROAD	EDRDINGTON	B23 7AL
RXT00	BIRMINGHAM AND SOLIHULL MENTAL HEALTH NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT		VENTURE HOUSE (GATE D)	FENTHAM ROAD	EDRDINGTON	B23 7AL
RQ301	BIRMINGHAM CHILDREN'S HOSPITAL NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT			STEELHOUSE LANE	BIRMINGHAM	B4 6ND
RYW23	BIRMINGHAM COMMUNITY HEALTHCARE NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	MOSELEY HALL HOSPITAL			ALCESTER ROAD	MOSELEY	B13 8JL
RYW24	BIRMINGHAM COMMUNITY HEALTHCARE NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	WEST HEATH HOSPITAL			REDNALL ROAD	BIRMINGHAM	B38 8HR
RQ370	BIRMINGHAM WOMEN'S NHS FOUNDATION TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY - GROUND FLOOR			Mindelsohn Way	EDGBASTON	B15 2TG
RXL01	BLACKPOOL WYRE & FLYDE HOSPITALS NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	VICTORIA HOSPITAL		WHINNEY HEY ROAD	BLACKPOOL	FY3 8NR
HOS10	BLUEBELL WOOD CHILDRENS HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				CRAMFIT ROAD	NORTH ANSTON	S25 4AJ
RMC00	BOLTON HOSPITALS NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	REGIONAL TECHNICAL PHARMACY (PROCUREMENT)	ROYAL BOLTON HOSPITAL		MINERVA ROAD	FARNWORTH	BL4 0JR
TAD17	BRADFORD DISTRICT CARE NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	LYNFIELD MOUNT HOSPITAL		HEIGHTS LANE	BRADFORD	BD9 6DP

Commercial Medicines Unit **Schedule 8 - List of Approved Purchasing Points**

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
RAE01	BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	BRADFORD ROYAL INFORMARY	GATE NO 6	DUCKWORTH LANE	BRADFORD	BD9 6RJ
RXQ00	BUCKINGHAMSHIRE HEALTHCARE NHS TRUST (STOKE MAND)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	STOKE MANDEVILLE HOSPITAL		MANDEVILLE ROAD	AYLESBURY	HP21 8AL
RXQ50	BUCKINGHAMSHIRE HEALTHCARE NHS TRUST (WYCOMBE)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	WYCOMBE GENERAL HOSPITAL		QUEEN ALEXANDRA ROAD	HIGH WYCOMBE	HP11 2TT
RXQ00	BUCKINGHAMSHIRE HEALTHCARE PROJECTS LTD (STOKE MAND)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	STOKE MANDEVILLE HOSPITAL		MANDEVILLE ROAD	AYLESBURY	HP21 8AL
RXQ50	BUCKINGHAMSHIRE HEALTHCARE PROJECTS LTD (WYCOMBE)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	WYCOMBE GENERAL HOSPITAL		QUEEN ALEXANDRA ROAD	HIGH WYCOMBE	HP11 2TT
RWY02	CALDERDALE AND HUDDERSFIELD NHS FOUNDATION TRUST (CALDERDALE)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	CALDERDALE ROYAL HOSPITAL		SALTERHEBBLE	HALIFAX	HX3 0PW
RWY01	CALDERDALE AND HUDDERSFIELD NHS FOUNDATION TRUST (HUDDERSFLD)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	HUDDERSFIELD ROYAL INFIRMARY	ACRE STREET		LINDLEY	HD3 3EA
RWY03	CALDERDALE AND HUDDERSFIELD NHS FOUNDATION TRUST (PHARM STORE)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY PRODUCTION STORE	PHARMACY MANUFACTURING UNIT	ACRE STREET		LINDLEY	HD3 3EA
RGT01	CAMBRIDGE UNIV HOSPITAL NHS TRUST (ADDENBROOKES)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY STORES	ADDENBROOKES HOSPITAL	Central Pharmacy box 104	HILLS ROAD	CAMBRIDGE	CB2 0QQ
RT113	CAMBRIDGESHIRE & PETERBOROUGH NHS FOUNDATION TRUST (FULBOURN)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT PATIENT RESOURCE CENTRE	FULBOURN HOSPITAL		CAMBRIDGE ROAD	FULBOURN	CB21 5EF
RYV85	CAMBRIDGESHIRE COMMUNITY SERVICES TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	iCASH CLINIC	KINGS CHAMBERS,	9-41Preistgate	PETERBOROUGH	PE1 1JL
TAF72	CAMDEN AND ISLINGTON NHS FOUNDATION TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	Highgate Mental Health Centre		Dartmouth Park Hill	Camden	N19 5JG
RV300	CENTRAL & NORTH LONDON FOUNDATION TRUST (ST CHARLES HOSPITAL)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ST CHARLES HOSPITAL		EXMOOR STREET	LONDON	W10 6DZ
RVL07	CENTRAL LONDON COMMUNITY HEALTHCARE NHS TRUST (EDGWARE)	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	EDGWARE GENERAL HOSPITAL	BARNET & CHASE FARM HOSPITAL NHS TRUST	BURNT OAK BROADWAY	EDGEWARE	HA8 0AD
R0A01	CENTRAL MANCHESTER AND MANCHESTER UNIVERSITY HOSPITALS NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	MANCHESTER ROYAL INFIRMARY/ ROYAL MANCHESTER CHILDREN'S HOSPITAL		OXFORD ROAD	MANCHESTER	M13 9WL
R0A07	CENTRAL MANCHESTER AND MANCHESTER UNIVERSITY HOSPITALS NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	WYTHENSHAWE HOSPITAL	SOUTH MANCHESTER UNI HOSPITAL NHS TRUST	SOUTHMOOR ROAD	MANCHESTER	M23 9LT
RQM00	CHELSEA & WESTMINSTER HOSPITAL NHS FOUNDATION TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	CHELSEA AND WESTMINSTER HOSPITAL	Lower ground floor	369 FULHAM ROAD	LONDON	SW10 9NH
RQM00	CHELSEA & WESTMINSTER HOSPITAL NHS FOUNDATION TRUST (Outpatients)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	CW MEDICINES		56 DEAN STREET	SOHO	W1D 6AQ
RFW01	CHELSEA & WESTMINSTER HOSPITAL NHS FOUNDATION TRUST (WEST MIDDLESEX)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	WEST MIDDLESEX HOSPITAL		TWICKENHAM ROAD	ISLEWORTH	TW7 6AF
RXA19	CHESHIRE AND WIRRAL PARTNERSHIP NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	2nd Floor Offices, Bowmere Hospital		Liverpool Road	CHESTER	CH2 1BQ
RFSDA	CHESTERFIELD ROYAL HOSPITAL NHS FOUNDATION TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	CHESTERFIELD ROYAL HOSPITAL		CHESTERFIELD ROAD	CALOW	S44 5BL
RLNGL	CHolCE LTD (SUBSIDIARY OF SOUTH TYNESIDE AND SUNDERLAND NHS TRUST)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	SUNDERLAND ROYAL HOSPITAL		KAYLL ROAD	SUNDERLAND	SR4 7TP
RBV01	CHRISTIE HOSPITAL NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PROCUREMENT DEPARTMENT			25 PALATINE ROAD	WITHINGTON	M20 3LH
RWK62	CITY AND HACKNEY CENTRE FOR MENTAL HEALTH	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT EAST WING	HOMERTON UNIVERSITY HOSPITAL		HOMERTON ROW	LONDON	E9 6SR
REN20	CLATTERBRIDGE CENTRE FOR ONCOLOGY NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	CLATTERBRIDGE CENTRE FOR ONCOLOGY	CLATTERBRIDGE ROAD	CLATTERBRIDGE ROAD	BEBINGTON	L63 4JY
RXPBA	CO DURHAM & DARLINGTON NHS FOUNDATION TRUST (B AUCK)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	BISHOP AUCKLAND GENERAL HOSPITAL		COCKTON HILL	BISHOP AUCKLAND	DL14 6AD
RXPDA	CO DURHAM & DARLINGTON NHS FOUNDATION TRUST (DRLGTN)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	DARLINGTON MEMORIAL HOSPITAL		HOLLYHURST ROAD	DARLINGTON	DL3 6HX
RXPDA	CO DURHAM & DARLINGTON NHS FOUNDATION TRUST (DRLGTN)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	SCL OUTPATIENT PHARMACY	DARLINGTON MEMORIAL HOSPITAL		HOLLYHURST ROAD	DARLINGTON	DL3 6HX
RXPCP	CO DURHAM & DARLINGTON NHS FOUNDATION TRUSTS (N DURHM)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	UNIVERSITY HOSPITAL OF NORTH DURHAM		NORTH ROAD	DURHAM	DH1 5TW
RJR05	COUNTESS OF CHESTER HOSPITAL NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	CENTRAL PHARMACY STORES	COUNTESS OF CHESTER HOSPITAL	MARTINDALE	LIVERPOOL ROAD	CHESTER	CH1 3ST
RJD01	COUNTY HOSPITAL STAFFORDSHIRE	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	COUNTY HOSPITAL STAFFORDSHIRE		WESTON ROAD	STAFFORD	ST16 3SA
RJ611	CROYDON HEALTH SERVICES NHS TRUST	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	CROYDON UNIVERSITY HOSPITAL			THORNTON HEATH	CR7 7YE
RNNFH	CUMBRIA PARTNERSHIP NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	DANE GARTH	FURNESS GENERAL HOSPITAL		BARROW IN FURNESS	LA14 4LF
RX4E4	CUMBRIA, NORTHUMBERLAND TYNE AND WEAR NHS TRUST (ST NICHOLAS)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	ST NICHOLAS' HOSPITAL		JUBILEE ROAD	GOSFORTH	NE3 3XT
RN707	DARTFORD AND GRAVESHAM NHS TRUST	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	DARENT VALLEY HOSPITAL		DARENTHWOOD ROAD	DARTFORD	DA2 8DA
HMP19	DELETED	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	LEEDS PRISON		2 GLOUCESTER TERRACE		LS12 2TJ

Commercial Medicines Unit

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HMP27	DELETED	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	WORMWOOD SCRUBS PRISON		DU CANE ROAD	LONDON	W12 0HS
RXM14	DERBYSHIRE HEALTHCARE NHS FOUNDATION TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	KINGSWAY HOSPITAL	KINGSWAY SITE	KINGSWAY	DERBY	DE22 3LZ
NTC03	DEVIZES NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)		Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			MARSHALL ROAD	DEVIZES	SN10 5DS
RP5BA	DONCASTER & BASSETLAW HOSPITALS NHS TRUST (BASSETLW)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	BASSETLAW DISTRICT GENERAL HOSPITAL		KILTON HILL	WORKSOP	S81 0BD
RP5DR	DONCASTER & BASSETLAW HOSPITALS NHS TRUST (DONCASTR)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	DONCASTER ROYAL INFIRMARY		ARMTHORPE ROAD	DONCASTER	DN2 5LT
RP5MM	DONCASTER & BASSETLAW HOSPITALS NHS TRUST (MONTAGU)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	MONTAGU HOSPITAL		ADWICK ROAD	MEXBOROUGH	S64 0AZ
RBD01	DORSET COUNTY HOSPITAL NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT			WILLIAMS AVENUE	DORCHESTER	DT1 2JY
RDY00	DORSET HEALTHCARE NHS FOUNDATION TRUST (ST ANN'S)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	ST ANN'S HOSPITAL	HAVEN ROAD	CANFORD CLIFFS	POOLE	BH13 7LN
HOS02	DOVE HOUSE HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA			CHAMBERLAIN ROAD	THROXENBY LANE	HULL	HU8 8DH
RNA04	DUDLEY GROUP OF HOSPITALS NHS TRUST (CORBETT)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	CORBETT HOSPITAL		VICARAGE ROAD	STOURBRIDGE	DY8 4JB
RNA02	DUDLEY GROUP OF HOSPITALS NHS TRUST (GUEST HOSP)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	GUEST HOSPITAL		TIPTON ROAD	DUDLEY	DY1 4SE
RNA03	DUDLEY GROUP OF HOSPITALS NHS TRUST (RUSSELLS HALL)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	RUSSELLS HALL HOSPTIAL		PENSNETT ROAD	DUDLEY	DY1 2HQ
HOS16	EARL MOUNTBATTEN HOSPICE	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority				HALBERRY LANE	NEWPORT	PO30 2ER
RWH01	EAST AND NORTH HERTFORDSHIRE NHS TRUST (LISTER)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	LISTER HOSPITAL		COREY'S MILL LANE	STEVENAGE	SG1 4AB
RWG01	EAST AND NORTH HERTFORDSHIRE NHS TRUST (M VERNON)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	MOUNT VERNON HOSPITAL		RICKMANSWORTH ROAD	NORTHWOOD	HA6 2RN
RWH20	EAST AND NORTH HERTFORDSHIRE NHS TRUST (QEII)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	REGIONAL TECHNICAL PHARMACY (PROCUREMENT)	QUEEN ELIZABETH HOSPITAL		Howlands	WELWYN GARDEN CITY	AL7 4HQ
RXAWK	EAST CHESHIRE NHS TRUST (Macclesfield District General Hospital)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	Macclesfield District General Hospital		Victoria Road	MACCLESFIELD	SK10 3BL
RJN67	EAST CHESHIRE NHS TRUST (Parkside)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	Parkside Hospital		Victoria Road	MACCLESFIELD	SK10 3JF
RVVKC	EAST KENT HOSPITALS NHS TRUST (KENT AND CANTEBURY)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	KENT AND CANTERBURY HOSPITAL		ETHELBERT ROAD	CATNEBURY	CT1 3NG
RVV09	EAST KENT HOSPITALS NHS TRUST (QUEEN ELIZ QUEEN M)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	QUEEN ELIZABETH THE QUEEN MOTHER		ST PETER'S ROAD	MARGATE	CT9 4AN
RVV01	EAST KENT HOSPITALS NHS TRUST (WILLIAM HARVEY)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	WILLIAM HARVEY HOSPITAL		KENNINGTON ROAD	WILLESBOROUGH	TN24 0LZ
RXR01	EAST LANCASHIRE HOSPITALS NHS TRUST (BLACKBURN)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	QUEENS PARK HOSPITAL		HASLINGDEN ROAD	BLACKBURN	BB2 3HH
RXR02	EAST LANCASHIRE HOSPITALS NHS TRUST (BURNLEY)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	BURNLEY GENERAL HOSPITAL		CASTERTON AVENUE	BURNLEY	BB10 2PQ
R1H13	EAST LONDON NHS FOUNDATION TRUST (MILE END)	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	MILE END HOSPITAL		BANCROFT ROAD	LONDON	E1 4DG
RDEE4	EAST SUFFOLK AND NORTH ESSEX NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY SUPPORT UNIT	COLCHESTER HOSPITAL UNIVERSITY NHS FOUNDATION TRUST		TURNER ROAD	COLCHESTER	CO4 5JL
RGQ02	EAST SUFFOLK AND NORTH ESSEX NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	IPSWICH HOSPITAL		HEATH ROAD	IPSWICH	IP4 5PD
RXC01	EAST SUSSEX HEALTHCARE NHS TRUST	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	CONQUEST HOSPITAL			THE RIDGE	TN37 7RP
RXC02	EAST SUSSEX HOSPITALS NHS TRUST (EASTBOURNE)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	EASTBOURNE DISTRICT GENERAL HOSPITAL		KINGS DRIVE	EASTBOURNE	BN21 2UD
NTC02	EMERSONS GREEN NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)		Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	EMERSONS GREEN NHS TREATMENT CENTRE	THE BROOMS	EMERSONS GREEN	BRISTOL	BS16 7FH
RVR50	EPSOM AND ST HELIER NHS TRUST (EPSOM GENERAL)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	EPSOM GENERAL HOSPITAL		DORKING ROAD	Epsom	KT18 7EG
RVR05	EPSOM AND ST HELIER NHS TRUST (ST HELIER HOSPITAL)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ST HELIER HOSPITAL		WRYTHE LANE	Carshalton	SM5 1AA
R1LP1	ESSEX PARTNERSHIP UNIVERSITY NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	UNITS E & F CHELFORD COURT		37 ROB JOHNS ROAD	ESSEX	CM1 3AG
HOS05	FORGET ME NOT CHILDRENS HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA			RUSSELL HOUSE	FELL GREAVE ROAD	HUDDERSFIELD	HD2 1NH
RBD01	FORTUNESWELL PHARMACY - DORSET COUNTY HOSPITAL NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	FORTUNESWELL PHARMACY, LEVEL 2	DORSET COUNTY HOSPITAL		WILLIAMS AVENUE	DORCHESTER	DT1 2JY

Commercial Medicines Unit

Schedule 8 - List of Approved Purchasing Points

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
RD750	FRIMLEY HEALTH NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	WEXHAM PARK HOSPITAL		WEXHAM STREET	SLOUGH	SL2 4HL
RDU01	FRIMLEY HEALTH NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	FRIMLEY PARK HOSPITAL		PORTSMOUTH ROAD	FRIMLEY	GU16 7UJ.
RDU07	FRIMLEY HEALTH NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	FARNHAM PHARMACEUTICALS REPACKAGING UNIT	UNIT D MANAWEY BUSINESS PARK		HOLDER ROAD	ALERSHOT	GU12 4RH
RR7EN	GATESHEAD HEALTH NHS FOUNDATION TRUST (QUEEN ELIZ)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	QUEEN ELIZABETH HOSPITAL	GATESHEAD HEALTH NHS FOUNDATION TRUST	SHERIFF HILL	GATESHEAD	NE9 6SX
HMP17	GEORGE ELIOT HOSPITAL NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	GLEN PARVA PRISON		GLEN PARVA	WIGSTON	LE8 2TN
RLT01	GEORGE ELIOT HOSPITAL NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT		LEWES HOUSE	COLLEGE STREET	NUNEATON	CV10 7DJ
RLT01	GEORGE ELIOT HOSPITAL NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	STRATFORD CSL PHARMACY		LEWES HOUSE	COLLEGE STREET	NUNEATON	CV10 7DJ
RTQ01	GLOUCESTERSHIRE CARE SERVICE NHS TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Not in a Collaborative Hub or Confederation	South West Strategic Health Authority	EDWARD JENNER COURT		1010 PIONEER AVENUE	GLOUCESTER BUSINESS PARK	BROCWORTH	GL3 4AW
RTE01	GLOUCESTERSHIRE HOSPITALS NHS TRUST (CHELTENHAM)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	CHELTENHAM GENERAL HOSPITAL		SANDFORD ROAD	CHELTENHAM	GL53 7AN
RTE03	GLOUCESTERSHIRE HOSPITALS NHS TRUST (GLOUCESTER R)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	GLOUCESTERSHIRE ROYAL HOSPITAL		GREAT WESTERN ROAD	GLOUCESTER	GL1 3NN
RTE26	GLOUCESTERSHIRE HOSPITALS NHS TRUST (STROUD)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	STROUD GENERAL HOSPITAL		TRINITY ROAD STROUD	GLOUCESTER	GL5 2HY
RP401	GREAT ORMOND STREET HOSPITAL FOR CHILDREN NHS TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	GREAT ORMOND STREET HOSPITAL		GREAT ORMOND STREET	LONDON	WC1N 3JH
RN311	GREAT WESTERN HOSPITALS NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	GREAT WESTERN HOSPITAL NHS FOUNDATION TRUST		MARLBOROUGH ROAD	SWINDON	SN3 6BB
RXVQ4	GREATER MANCHESTER MENTAL HEALTH NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA				Bury New Road	Prestwich	M25 3BL
RJ121	GUY'S AND ST THOMAS' HOSPITAL NHS TRUST (GUY'S)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	GUY'S HOSPITAL		ST THOMAS STREET	LONDON	SE1 9RT
RJ122	GUY'S AND ST THOMAS' HOSPITAL NHS TRUST (ST THOMAS)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ST THOMAS HOSPITAL		LAMBETH PALACE ROAD	LONDON	SE1 7EH
RN506	HAMPSHIRE HOSPITALS COMMERCIAL SERVICES – WHOLLY OWNDED SUBSIDIARY OF HAMPSHIRE HOSPITALS NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	OUTPATIENTS DEPARTMENT	BASINGSTOKE DISTRICT HOSPITAL	BASINGSTOKE AND NORTH HAMPSHIRE NHS TRUST	ALDERMASTON ROAD	BASINGSTOKE	RG24 9NA
RN101	HAMPSHIRE HOSPITALS COMMERCIAL SERVICES – WHOLLY OWNED SUBSIDIARY OF HAMPSHIRE HOSPITALS NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	OUTPATIENTS DEPARTMENT	ROYAL HAMPSHIRE COUNTY HOSPTIAL		ROMSEY ROAD	WINCHESTER	SO22 5DG
RN101	HAMPSHIRE HOSPITALS NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	ROYAL HAMPSHIRE COUNTY HOSPTIAL		ROMSEY ROAD	WINCHESTER	SO22 5DG
RCD20	HARROGATE AND DISTRICT NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY STORES	FEWSTON WING		LANCASTER PARK ROAD	HARROGATE	HG2 7SX
R1A0A	Herefordshire and Worcestershire Health and Care NHS Trust	DCE	CESW	4CEN	Central	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	Princess of Wales Community Hospital	Pharmacy Department		Stourbridge Road	Bromsgrove	B61 0BB
RWR96	HERTFORDSHIRE PARTNERSHIP NHS TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	KINGSLEY GREEN HOSPITAL PHARMACY DEPARTMENT	HERTFORDSHIRE PARTNERSHIP NHS TRUST		HARPER LANE	RADLETT	WD7 9HQ
HMP52	HMP & YOI LEWES	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			BRIGHTON ROAD	LEWES	BN7 1EA
HMP35	HMP ALTCOURT HOSPITAL	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	ALTCOURT HOSPITAL		HIGHER LANE	AINTREE	L9 7LH
HMP70	HMP BEDFORD	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	C/O S ESSEX PARTNERHSIP TRUST (RWN10)		ST LOYES STREET	BEDFORD	MK40 1HG
HMP01	HMP BELMARSH	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT (OXLEAS)	BELMARSH PRISON		WESTERN WAY	THAMESMEAD	SE28 0EB
HMP50	HMP BIRMINGHAM	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			WINSON GREEN ROAD	BIRMINGHAM	B18 4AS
HMP54	HMP BRINDSFORD REMAND CENTRE	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			NEW ROAD	FEATHERSTONE	WV10 7PY
HMP12	HMP CHELMSFORD	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	C/O S ESSEX PARTNERHSIP TRUST (RWN10)		Springfield Road	CHELMSFORD	CM2 6LQ
HMP02	HMP ELMEY	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	ELMEY PRISON		CHURCH ROAD	EASTCHURCH	ME16 4AY
HMP63	HMP EVERTHORPE	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	HMP EVERTHORPE			BROUGH	HU15 1RB
HMP16	HMP GARTH	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	GARTH PRISON		ULNES WALTON LANE	LEYLAND	PR26 8NE
HMP05	HMP HOLLOWAY	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	HOLLOWAY PRISON		PARKHURST ROAD	HOLLOWAY	N7 0NV
HMP79	HMP LINCOLN	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			GREETWELL ROAD	LINCOLN	LN2 4BD
HMP80	HMP LOWDHAM GRANGE	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			OLD EPPERSTONE ROAD	LOWDHAM	NG14 7DA
HMP38	HMP MANCHESTER	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	MANCHESTER PRISON	STRANGEWAYS	SOUTHALL STREET	MANCHESTER	M60 9AH

Commercial Medicines Unit **Schedule 8 - List of Approved Purchasing Points**

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
HMP78	HMP NORTH SEA CAMP	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			CROPPERS LANE	FREISTON	PE22 0QZ
HMP77	HMP NOTTINGHAM	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			PERRY ROAD	NOTTINGHAM	NG5 3AG
HMP64	HMP PRESTON	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	HMP PRESTON		2 RIBBLETON LANE	PRESTON	PR1 5AB
HMP76	HMP RANBY	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT				RETFORD	DN22 8EU
HMP06	HMP ROCHESTER	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT (OXLEAS)	ROCHESTER PRISON	HM PRISON SERVICE	FORT ROAD	ROCHESTER	ME1 3QS
HMP68	HMP THAMESIDE	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT (OXLEAS)			GRIFFIN MANOR WAY	THAMESMEAD	SE28 0FJ
HMP57	HMP THE MOUNT	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	Not in a Collaborative Hub or Confederation	East of England SHA	PHARMACY DEPARTMENT			MOLYNEUX AVENUE	BOVINGDON	HP2 ONZ
HMP37	HMP WALTON	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	WALTON PRISON			WALTON	L9 3DF
HMP07	HMP WANDSWORTH	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	WANDSWORTH PRISON		HEATHFIELD ROAD	LONDON	SW18 3HS
HMP36	HMP WARRINGTON	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	WARRINGTON PRISON		RISLEY	WARRINGTON	WA3 6BP
HMP62	HMP WETHERBY	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	HMP WETHERBY		YORK ROAD	WETHERBY	LS22 5ED
HMP25	HMP WINCHESTER	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	THE HEALTHCARE CENTRE		ROMSEY ROAD	WINCHESTER	SO22 5DF
HMP26	HMP WOODHILL	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	WOODHILL PRISON	1 FOURSQUARE TIP	TATTENHOE STREET	WOODHILL	MK4 4DA
RQXM1	HOMERTON UNIVERSITY HOSPITAL NHS FOUNDATION TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	HOMERTON HOSPITAL		HOMERTON ROW	LONDON	E9 6SR
RWG01	HOSPITAL PHARMACY SERVICES (EAST AND NORTH HERTFORDSHIRE) LTD -WHOLLY OWNED SUBSIDIARY OF EAST AND NORTH HERTFORDSHIRE NHS TRUST- TRADING	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT (OUTPATIENTS)	MOUNT VERNON HOSPITAL		RICKMANSWORTH ROAD	NORTHWOOD	HA6 2RN
RWH01	HOSPITAL PHARMACY SERVICES (EAST AND NORTH HERTFORDSHIRE) LTD -WHOLLY OWNED SUBSIDIARY OF EAST AND NORTH HERTFORDSHIRE NHS TRUST- TRADING	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT (OUTPATIENTS)	LISTER HOSPITAL		COREY'S MILL LANE	STEVENAGE	SG1 4AB
RX1CC	HOSPITAL PHARMACY SERVICES (NOTTINGHAM) LTD - WHOLLY OWNED SUBSIDIARY OF NOTTINGHAM UNIVERSITY HOSPITALS- TRADING AS "TRUST PHARMACY"	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	SOUTH CORRIDOR	NOTTINGHAM CITY HOSPITAL		HUCKNALL ROAD	NOTTINGHAM	NG5 1PD
RX1RA	HOSPITAL PHARMACY SERVICES (NOTTINGHAM) LTD - WHOLLY OWNED SUBSIDIARY OF NOTTINGHAM UNIVERSITY HOSPITALS- TRADING AS "TRUST PHARMACY"	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	B FLOOR	QUEENS MEDICAL CENTRE		DERBY ROAD	NOTTINGHAM	NG7 2UH
RWA16	HULL UNIVERSITY TEACHING HOSPITALS NHS TRUST (CASTLE)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	CASTLE HILL HOSPITAL		LANCASTER PARK ROAD	HARROGATE	HU16 5JQ
RWA01	HULL UNIVERSITY TEACHING HOSPITALS NHS TRUST (HULL RI)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	HULL ROYAL INFIRMARY		CASTLE ROAD	HULL	HU3 2JZ
RV901	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	TRUST HQ	WILLERBY HILL	BEVERLEY ROAD	HULL	HU10 6ED
RV90D	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA				70 WALKER STREET	HULL	HU3 2HE
RV915	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA			TOWNEND COURT	296 COTTINGHAM ROAD	HULL	HU6 8QA
RV91T	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	MALTON COMMUNITY HOSPITAL			MIDDLECAVE ROAD	MALTON	YO17 7NG
RV91W	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	WHITBY COMMUNITY HOSPITAL			SPRINGHILL	WHITBY	YO21 1EE
RV933	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	WESTLANDS			WHEELER STREET	HULL	HU9 2BH
RV934	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	NEWBRIDGES IN -PATIENT			BIRKDALE WAY	HULL	HU9 2BH
RV936	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	HUMBER CENTRE			WILLERBY HILL	HULL	HU10 6ED
RV938	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	MAISTER LODGE		HAUXWELL GROVE	MIDDLESEX ROAD	HULL	HU98 0RB
RV941	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	HAWTHORNE COURT			ST MARY'S LANE	BEVERLEY	HU17 7AS
RV942	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	MILL VIEW		ENTRANCE 3	CASTLE HILL	YORKSIHRE	HU16 5JX
RV945	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	MIRANDA HOUSE			GLADSTONE STREET	HULL	HU3 2RT
RV946	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PINE VIEW			BEVERLEY ROAD	WILLERBY	HU10 6ED
RV9WE	HUMBER TEACHING NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	WHITBY COMMUNITY HOSPITAL	MIU		SPRINGHILL	WHITBY	YO21 1EE
RJ501	IMPERIAL COLLEGE HEALTHCARE NHS TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ST MARY'S HOSPITAL		PRAED STREET	PADDINGTON	W2 1NY
RR201	ISLE OF WIGHT HEALTHCARE NHS TRUST (ST MARY'S)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	ST MARY'S HOSPITAL			NEWPORT	PO30 5TG

Commercial Medicines Unit **Schedule 8 - List of Approved Purchasing Points**

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
RGP75	JAMES PAGET UNIVERSITY HOSPITAL NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT			LOWESTOFT ROAD	Gorleston	NR31 6LA
REJ01	JERSEY GENERAL HOSPITAL	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Not in a Collaborative Hub or Confederation	South West Strategic Health Authority	PHARMACY DEPARTMENT	JERSEY GENERAL HOSPITAL	GLOUCESTER STREET	ST HELIER	JERSEY	JE1 3QS
RNQ51	KETTERING GENERAL HOSPITAL NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	KETTERING GENERAL HOSPITAL NHS TRUST		ROTHWELL ROAD	KETTERING	NN16 8UZ
RG304	KING'S COLLEGE HOSPITAL NHS TRUST (ORPINGTON)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ORPINGTON HOSPITAL		SEVENOAKS ROAD	ORPINGTON	BR6 9JU
RG303	KING'S COLLEGE HOSPITAL NHS TRUST (PRINCESS ROYAL)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	THE PRINCESS ROYAL UNIVERSITY HOSPITAL		Starts Hill road	FARNBOROUGH COMMON	BR6 8ND
RG302	KING'S COLLEGE HOSPITAL NHS TRUST (BECKENHAM)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	BECKENHAM BEACON		379 CROYDON ROAD	BECKHAM	BR3 3QL
RJZ01	KING'S COLLEGE HOSPITAL NHS TRUST (DENMARK HILL)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	KING'S COLLEGE HOSPITAL		DENMARK HILL	LONDON	SE5 9RS
RJZ03	KING'S COLLEGE HOSPITAL NHS TRUST (DULWICH)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	DULWICH HOSPITAL		EAST DULWICH GROVE	LONDON	SE22 8PT
RAX01	KINGSTON HOSPITAL NHS TRUST	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT			GALSWORTH ROAD	KINGSTON-UPON-THAMES	KT2 7QB
HOS04	KIRKWOOD HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA			21 ALBANY DRIVE	30 HULLEN EDGE ROAD	KIRKWOOD	HD5 9UY
RW5FA	LANCASHIRE CARE NHS TRUST (ROYAL BLACKBURN HOSPITAL)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT PENDLEVIEW MENTAL HEALTH UNIT	ROYAL BLACKBURN HOSPITAL		HASLINGDEN ROAD	BLACKBURN	BB2 3HH
OXN02	LANCASHIRE HOSPITALS SERVICES (WHOLLY OWNED SUBSIDIARY)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	ROYAL PRESTON HOSPITAL		SHAROE GREEN LANE	FULWOOD	PR2 9HT
RXN01	LANCASHIRE TEACHING HOSPITALS NHS TRUST (CHORLEY & SOUTH RIBBLE)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	CHORLEY & SOUTH RIBBLE HOSPITAL		PRESTON ROAD	CHORLEY	PR7 1PP
RXN02	LANCASHIRE TEACHING HOSPITALS NHS TRUST (ROYAL PRESTON)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	ROYAL PRESTON HOSPITAL		SHAROE GREEN LANE	FULWOOD	PR2 8DU
RGDBL	LEEDS & YORK PARTNERSHIP NHS FOUNDATION TRUST (BECKLIN)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	BECKLIN CENTRE	ST JAMES HOSPITAL	ANLABY ROAD	LEEDS	LS9 7TF
RGDAB	LEEDS & YORK PARTNERSHIP NHS FOUNDATION TRUST (NEWSAM)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	NEWSAM CENTRE	SEACROFT HOSPITAL	BECKETT STREET	LEEDS	LS14 6UH
RGD17	LEEDS & YORK PARTNERSHIP NHS FOUNDATION TRUST (ST MARY'S)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	ST MARY'S HOSPITAL		YORK ROAD	LEEDS	LS12 3QE
RGD05	LEEDS & YORK PARTNERSHIP NHS FOUNDATION TRUST (THE MOUNT)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT		THE MOUNT	GREEN HILL ROAD	LEEDS	LS3 1EX
RR819	LEEDS TEACHING HOSPITAL NHS TRUST (CHAPEL ALLERTON)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	CHAPEL ALLERTON HOSPITAL		44 HYDE TERRACE	LEEDS	LS7 4SA
RR814	LEEDS TEACHING HOSPITAL NHS TRUST (SEACROFT)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	SEACROFT HOSPITAL		HARESHILL LANE	LEEDS	LS14 6UP
RR813	LEEDS TEACHING HOSPITALS NHS TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	ASEPTICS PHARMACY DEPT	LEEDS GENERAL INFIRMARY	JUBILEE WING (LEVEL A)	GREAT GEORGE STREET	LEEDS	LS2 9DA
RR813	LEEDS TEACHING HOSPITALS NHS TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	ASEPTICS PHARMACY DEPT	ST JAMES UNIVERSITY HOSPITAL	BEXLEY WING LEVEL -1	BECKETT STREET	LEEDS	LS9 7TF
RR801	LEEDS TEACHING HOSPITALS NHS TRUST (LEEDS GEN INFIRM)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	LEEDS GENERAL INFIRMARY		YORK ROAD	LEEDS	LS1 3EX
LP500	LEEDS TEACHING HOSPITALS NHS TRUST (LEEDS STORE)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	LEEDS PHARMACEUTICAL STORE		MOOR HOUSE	GREAT GEORGE STREET	LEEDS	LS10 2JQ
RR813	LEEDS TEACHING HOSPITALS NHS TRUST (ST JAMES')	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	ST JAMES' UNIVERSITY HOSPITAL		125 MOOR ROAD	LEEDS	LS9 7TF
RR807	LEEDS TEACHING HOSPITALS NHS TRUST (WHARFEDALE)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	WHARFEDALE GENERAL HOSPITAL		BECKETT STREET	LEEDS	LS12 3QE
RT5AN	LEICESTERSHIRE PARTNERSHIP NHS TRUST (TOWERS HOSP)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	BRADGATE MENTAL HEALTH	GLENFIELD HOSPITAL	Groby ROAD	LEICESTER	LE3 9EJ
RJ224	LEWISHAM AND GREENWICH NHS TRUST	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	UNIVERSITY HOSPITAL LEWISHAM		HIGH STREET	LEWISHAM	SE13 6LH
RG222	LEWISHAM AND GREENWICH NHS TRUST (QEH WOOLWICH)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	QUEEN ELIZABETH HOSPITAL		STADIUM ROAD	WOOLWICH	SE18 4QH
RWDD1	LINCOLNSHIRE PARTNERSHIP NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	CHIEF PHARMACIST	LINCOLNSHIRE PARTNERSHIP NHS TRUST		CROSS O'CLIFF	BRACEBRIDGE HEALTH	LN4 2HN
RY5H1	LINLCOLNSHIRE COMMUNITY HEALTH SERVICES NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	BEECH HOUSE		WITHAM PARK	WATERSIDE SOUTH	LINCOLN	LN5 7JH
5NL99	LIVERPOOL COMMUNITY HEALTH	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	MEDICINES MANAGEMENT TEAM	LIVERPOOL INNOVATION PARK	BAYLIS SUITE 3	EDGE LANE	LIVERPOOL	L7 9NJ
RBQ01	LIVERPOOL HEART AND CHEST HOSPITAL NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT			THOMAS DRIVE	LIVERPOOL	L14 3PE
REP01	LIVERPOOL WOMEN'S NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT			CROWN STREET	LIVERPOOL	L8 7SS
RV820	LONDON NORTHWEST HEALTHCARE NHS TRUST (NORTHWICK PARK)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY STORES (3C031)	NORTHWICK PARK HOSPITAL		WATFORD ROAD	HARROW	HA1 3UJ
RC300	LONDON NORTHWEST HEALTHCARE NHS TRUST (EALING HOSPITAL)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	EALING HOSPITAL		UXBRIDGE ROAD	SOUTHALL	UB1 3HW

Commercial Medicines Unit **Schedule 8 - List of Approved Purchasing Points**

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
RV831	LONDON NORTHWEST HEALTHCARE TRUST (CENTRAL MIDDL	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	CENTRAL MIDDLESEX HOSPITAL		Action Lane	PARK ROYAL	NW10 7NS
RWF02	MAIDSTONE & TUNBRIDGE WELLS NHS TRUST (KENT & SUSSEX)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	KENT & SUSSEX HOSPITAL			MOUNT EPHRIM	TN2 4AT
RWF03	MAIDSTONE & TUNBRIDGE WELLS NHS TRUST (MAIDSTONE)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	MAIDSTONE HOSPITAL		HERMITAGE LANE	MAIDSTONE	ME16 9QQ
RWF01	MAIDSTONE & TUNBRIDGE WELLS NHS TRUST (TUNBRIDGE WELLS)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	Not in a Collaborative Hub or Confederation	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	THE TUNBRIDGE WELLS HOSPITAL			TUNBRIDGE WELLS	TN2 4QJ
RM201	MANCHESTER UNIVERSITY NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	WITHINGTON COMMUNITY HOSPITAL		NELL LANE	MANCHESTER	M20 8LR
HOS18	MARIE CURIE HOSPICE	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA				MARIE CURIE DRIVE	NEWCASTLE UPON TYNE	NE4 6SS
RPA02	MEDWAY NHS TRUST / MEDWAY MARITIME HOSPITAL	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	MEDWAY HOSPITAL	THE MEDWAY NHS TRUST	WINDMILL ROAD	GILLINGHAM	ME7 5NY
RW438	MERSEY CARE NHS TRUST (MOSSLEY HILL)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	MOSSLEY HILL HOSPITAL	PARK AVENUE	MOSSLEY HILL	LIVERPOOL	L18 8BU
RAJ01	MID AND SOUTH ESSEX NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT			PRITTLEWELL CHASE	WESTCLIFFE ON SEA	SS0 0RY
RDDH0	MID AND SOUTH ESSEX NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	BASILDON HOSPITAL	BASILDON AND THURROCK NHS TRUST	NETHERMAYNE ROAD	BASILDON	SS16 5NL
RDDH1	MID AND SOUTH ESSEX NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	ORSETT HOSPITAL	BASILDON AND THURROCK NHS TRUST	ROWLEY ROAD	ORSETT	RM16 3EU
RQ8LO	MID AND SOUTH ESSEX NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	BROOMFIELD HOSPITAL MID ESSEX HOSPITAL NHS TRUST		COURT ROAD	CHELMSFORD	CM7 7ET
NT509	MID KENT NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	MAIDSTONE HOSPITAL		HERMITAGE LANE	MAIDSTONE	ME16 9QQ
RXF10	MID YORKSHIRE HOSPITALS NHS TRUST (DEWSBURY)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	DEWSBURY DISTRICT HOSPITAL		NORTHGATE	DEWSBURY	WF13 4HA
RXF05	MID YORKSHIRE HOSPITALS NHS TRUST (PINDERFIELDS)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	PINDERFIELDS GENERAL HOSPITAL		HALIFAX ROAD	PINDERFIELDS	WF1 4DG
RXF03	MID YORKSHIRE HOSPITALS NHS TRUST (PONTEFRACT GEN)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	PONTEFRACT GENERAL HOSPITAL		ABERFORD ROAD	PONTEFRACT	WF8 1PL
R1E56	MIDLANDS PARTNERSHIP NHS FOUNDATION TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT		HIGH LANE	BURSLEM	STOKE ON TRENT	ST6 7AG
RRE00	Midlands Partnership NHS Foundation Trust (REDWOODS HOSPITAL)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	SHELTON HOSPITAL		BICTON HEATH	SHREWSBURY	SY3 8DN
RRE11	Midlands Partnership NHS Foundation Trust (ST GEORGES)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	St GEORGE'S HOSPITAL		CORPORATION ST	STAFFORD	ST16 3SR
RD816	MILTON KEYNES GENERAL NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	MILTON KEYNES GENERAL HOSPITAL NHS TRUST		STANDING WAY	EAGLESTONE	MK6 5LD
RP601	MOORFIELDS EYE HOSPITAL NHS FOUNDATION TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	MOORFIELDS EYE HOSPITAL		CITY ROAD	LONDON	EC1V 2PD
RP601	MOORFIELDS EYE HOSPITAL NHS FOUNDATION TRUST (CROYDON UNIVERSITY HOSPITAL)	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	MOORFIELDS EYE PHARMACY AT CROYDON HOSPITAL	CROYDON UNIVERSITY HOSPITAL	2ND FLOOR BLUE ZONE	530 LONDON ROAD	CROYDON	CR7 7YE
NBA01	NATIONAL BLOOD AUTHORITY (LONDON)	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	NORTH LONDON BLOOD TRANSFUSION CENTRE		COLINDALE AVENUE	LONDON	NW9 5BG
RTD01	NEWCASTLE UPON TYNE HOSPITALS NHS TRUST (FREEMAN)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	FREEMAN HOSPITAL		FREEMAN ROAD	NEWCASTLE	NE7 7DN
RTD03	NEWCASTLE UPON TYNE HOSPITALS NHS TRUST (NEWCSTL GN)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	NEWCASTLE GENERAL HOSPITAL		WESTGATE ROAD	NEWCASTLE	NE4 6BE
RTD02	NEWCASTLE UPON TYNE HOSPITALS NHS TRUST (ROYAL VIC)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	ROYAL VICTORIA INFIRMARY		QUEEN VICTORIA ROAD	NEWCASTLE	NE1 4LP
RT650	NEWMARKET HOSPITAL- CLOSED MAY11	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	NEWMARKET HOSPITAL	WEST SUFFOLK PCT	EXNING ROAD	NEWMARKET	CB8 7JG
IOM01	NOBLES HOSPITAL (ISLE OF MAN)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	NOBLES HOSPITAL		STRANG	DOUGLAS	IM4 4RJ
RM105	NORFOLK AND NORWICH UNIVERSITY HOSPITAL NHS TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT SUPPORT SERVICES	NORFOLK & NORWICH UNIVERSITY HOSPITAL NHS TRUST		COLNEY LANE	NORWICH	NR4 7UY
RMY01	NORFOLK AND WAVENEY MENTAL HEALTH PARTNERSHIP	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	NORFOLK & WAVENEY MENTAL HEALTH PARTN	HELLESDON HOSPITAL	DRAYTON HIGH ROAD	NORWICH	NR6 5BE
RVJ20	NORTH BRISTOL NHS TRUST (FRENCHAY HOSPITAL)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	FRENCHAY HOSPITAL		FRENCHAY	BRISTOL	BS16 1LE
RVJ01	NORTH BRISTOL NHS TRUST (SOUTHMEAD HOSPITAL)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	SOUTHMEAD HOSPITAL		SOUTHMEAD ROAD	BRISTOL	BS10 5ND
RNLAY	NORTH CUMBRIA INTEGRATED CARE NHS TRUST (CUMBLND)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	CUMBERLAND INFIRMARY		NEWTON ROAD	CARLISLE	CA2 7HY
RNLBX	NORTH CUMBRIA INTEGRATED CARE NHS TRUST (W CUMBLD)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	WEST CUMBERLAND HOSPITAL		HOMEWOOD ROAD	WHITEHAVEN	CA28 8JG
RATAM	NORTH EAST LONDON NHS FOUNDATION TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	East London (3OLN)	London Procurement Project (3LPP)	London SHA	PHOENIX HOUSE		SUITE ONE	CHRISTOPHER MARTIN ROAD	BASILDON	SS14 3EZ
NT504	NORTH EAST LONDON NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	NORTH EAST LONDON NHS TREATMENT CENTRE		BARLEY LANE	ILFORD	IG3 8YY

Commercial Medicines Unit **Schedule 8 - List of Approved Purchasing Points**

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
RAPNM	NORTH MIDDLESEX UNIVERSITY HOSPITAL NHS TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT			STERLING WAY	EDMONTON	N18 1QX
RVWAA	NORTH TEES AND HARTLEPOOL NHS TRUST (HARTLEPOOL)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	HARTLEPOOL GENERAL HOSPITAL		HOLDFORTH ROAD	HARTLEPOOL	TS24 9AH
RVW00	NORTH TEES AND HARTLEPOOL NHS TRUST (NORTH TEES)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	UNIVERSITY HOSPITAL OF NORTH TEES		HARDWICK ROAD	NORTH TEES	TS19 8PE
RGN90	NORTH WEST ANGLIA NHS FOUNDATION TRUST (HINCHINGBROOKE)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	HINCHINGBROOKE HOSPITAL		HINCHINGBROOKE PARK	HUNTINGDON	PE18 8NT
RGN66	NORTH WEST ANGLIA NHS FOUNDATION TRUST (PETERBOROUGH CITY HOSPITAL)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	PETERBOROUGH CITY HOSPITAL	EDITH CAVELL CAMPUS	BRETTON GATE	PETERBOROUGH	PE3 9GZ
RTV33	NORTH WEST BOROUGHS PARTNERSHIP NHS FOUNDATION TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	HOLLINS PARK HOSPITAL			HOLLINS LANE	WINWICK	WA2 8WA
RNS01	NORTHAMPTON GENERAL HOSPITAL NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	NORTHAMPTON GENERAL HOSPITAL NHS TRUST		CLIFTONVILLE	NORTHAMPTON	NN1 5BD
RP1A1	NORTHAMPTONSHIRE HEALTHCARE NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	SUDBOROUGH HOUSE	ST.MARY'S HOSPITAL		LONDON ROAD	KETTERING	NN15 7PW
RP1A2	NORTHAMPTONSHIRE HEALTHCARE NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	YARLS WOOD IRC (HEALTHCARE)	TWINWOODS BUSINESS PARK		THURLEIGH	MILTON ERNEST	MK44 1FD
RBZ12	NORTHERN DEVON HEALTHCARE NHS TRUST (BARNSTAPLE)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Peninsula Confederation (1PEN)	South West Strategic Health Authority	PHARMACY DEPARTMENT	BARNSTAPLE HOSPITAL		RALEIGH PARK	BARNSTAPLE	EX31 4JB
RJL30	NORTHERN LINCOLNSHIRE & GOOLE NHS FOUNDATION TRUST (DIANA POFW)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	DIANA PRINCESS OF WALES HOSPITAL		FRIARWOOD LANE	GRIMSBY	DN33 2BA
RJL32	NORTHERN LINCOLNSHIRE & GOOLE NHS FOUNDATION TRUST (SCUNTHORPE)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	SCUNTHORPE GENERAL HOSPITAL		CARTHO ROAD	SCUNTHORPE	DN15 7BH
RTF04	NORTHUMBRIA HEALTHCARE NHS TRUST (HEXHAM GENERAL)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	HEXHAM GENERAL HOSPITAL		CORBRIDGE ROAD	HEXHAM	NE46 1QJ
RTF02	NORTHUMBRIA HEALTHCARE NHS TRUST (NORTH TYNESIDE)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	NORTH TYNESIDE GENERAL HOSPITAL		RAKE LANE	TYNESIDE	NE29 8NH
RTFED	NORTHUMBRIA HEALTHCARE NHS TRUST (WANSBECK GENERAL)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	WANSBECK GENERAL HOSPITAL		WOODHORN LANE	ASHINGTON	NE63 9JJ
RHA03	NOTTINGHAM HEALTHCARE NHS FOUNDATION TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	COMMUNITY PHARMACY SERVICES			WELLS ROAD CENTRE	NOTTINGHAM	NG3 3AA
RHANA	NOTTINGHAM HEALTHCARE NHS FOUNDATION TRUST (WELLS RD CENTRE)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	WELLS ROAD CENTRE		MAPPERLEY	NOTTINGHAM	NG3 3AA
RHA04	NOTTINGHAM HEALTHCARE NHS TRUST (RAMPTON)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	RAMPTON HOSPITAL		RETFORD ROAD	RETFORD	DN22 OPD
NT900	NOTTINGHAM NHS TREATMENT CENTRE (CIRCLE)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMAXO SERVICES LTD	QUEENS MEDICAL CENTRE CAMPUS		LISTER ROAD	NOTTINGHAM	NG7 2FT
RX1CC	NOTTINGHAM UNIV HOSPITAL NHS TRUST (CITY HOSPITAL)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	NOTTINGHAM CITY HOSPITAL		HUCKNALL ROAD	NOTTINGHAM	NG5 1PB
RX1RA	NOTTINGHAM UNIV HOSPITAL NHS TRUST (QUEENS MED CEN)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY STORES	QUEENS MEDICAL CENTRE		DERBY ROAD	NOTTINGHAM	NG7 2UH
HOS03	OVERGATE HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				30 ULLEN EDGE ROAD	ELLAND	HX5 0QY
RNUAA	OXFORD HEALTH NHS FOUNDATION TRUST (CPSU)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	CLINICAL PHARMACY SUPPORT UNIT (CPSU)	UNIT 42	SANDFORD LANE INDUSTRIAL ESTATE	KENNINGTON	OX1 5RW
RNUFA	OXFORD HEALTH NHS FOUNDATION TRUST (OCHPS)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT		WESTON BUSINESS PARK	4 LANDSCAPE CLOSE	WESTON-ON-THE-GREEN	OX25 3SX
RNU00	OXFORD HEALTH NHS FOUNDATION TRUST (STORE)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	OXFORD PHARMACY STORE		UNIT 42	SANDFORD LANE INDUSTRIAL ESTATE	KENNINGTON	OX1 5RW
RTH05	OXFORD UNIVERSITY HOSPITALS NHS TRUST (HORTON GEN)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	HORTON GENERAL HOSPITAL		OXFORD ROAD	BANBURY	OX16 9AL
RTH08	OXFORD UNIVERSITY HOSPITALS NHS TRUST (JOHN RADCLIFFE)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	JOHN RADCLIFFE HOSPITAL		HEADLEY WAY	HEADINGTON	OX3 9DU
RTH02	OXFORD UNIVERSITY HOSPITALS NHS TRUST (PPDU COWLEY)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PPDU COWLEY	BAY 22, HARDINGS YARD	UNIPART HOUSE	GARSINGTON ROAD	COWLEY	OX4 2PG
RPG03	OXLEAS NHS FOUNDATION TRUST	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	OXLEAS NHS FOUNDATION TRUST	Bracken House	BRACTON LANE	DARTFORD	DA2 7AN
RGZ01	OXLEAS NHS FOUNDATION TRUST (QUEEN MARY'S SIDCUP)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	QUEEN MARY'S HOSPITAL		FROGNAL AVENUE	SIDCUP	DA14 6LT
RGM21	PAPWORTH HOSPITAL NHS FOUNDATION TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	PAPWORTH HOSPITAL PAPWORTH HOSPITAL NHS FOUNDATION TRUST		PAPWORTH EVERARD	CAMBRIDGE	CB3 8RE
NT501	PENINSULA NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	PENINSULA NHS TREATMENT CENTRE		20 BREST ROAD	PLYMOUTH	PL6 5XP
RT204	PENNINE ACUTE HOSPITALS NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	ROCHDALE INFIRMARY		WHITEHALL STREET	ROCHADLE	OL12 0NB
RT201	PENNINE ACUTE HOSPITALS NHS TRUST (FAIRFIELD GEN)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	FAIRFIELD GENERAL HOSPITAL		ROCHDALE OLD ROAD	JERICHO	BL9 7TD
RW602	PENNINE ACUTE HOSPITALS NHS TRUST (N MANCHESTER G)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	NORTH MANCHESTER GENERAL HOSPITAL		DELAUNAYS ROAD	CRUMPSALL	M8 6RB
RW603	PENNINE ACUTE HOSPITALS NHS TRUST (ROYAL OLDHAM)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	THE ROYAL OLDHAM HOSPITAL	OLDHAM PRIMARY CARE TRUST	ROCHDALE ROAD	OLDHAM	OL1 2JH

Commercial Medicines Unit

Schedule 8 - List of Approved Purchasing Points

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
RK950	PLYMOUTH HOSPITALS NHS TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Peninsula Confederation (1PEN)	South West Strategic Health Authority	PHARMACY DEPARTMENT	DERRIFORD HOSPITAL		DERRIFORD ROAD	PLYMOUTH	PL6 8DH
RHU03	PORTSMOUTH HOSPITALS NHS TRUST (QUEEN ALEXANDRA)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	QUEEN ALEXANDRA HOSPITAL		SOUTHWICK HILL ROAD	COSHAM	PO6 3LY
RHU02	PORTSMOUTH HOSPITALS NHS TRUST (ST MARY'S)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	ST MARY'S HOSPITAL		MILTON ROAD	PORTSMOUTH	PO3 6AD
RHU00	PORTSMOUTH HOSPITALS NHS TRUST (STORE)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	REGIONAL DRUG PURCHASING CENTRE	UNIT 1 MATRIX PARK		TALBOT ROAD	PORTSMOUTH	PO15 5AP
RXF22	PRINCE OF WALES HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				HALFPENNY LANE	WEST YORKSHIRE	WF8 4BG
RQWG0	PRINCESS ALEXANDRA HOSPITAL NHS TRUST (HARLOW)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Essex (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	PRINCESS ALEXANDRA HOSPITAL NHS TRUST		HAMSTEL ROAD	HARLOW	CM20 1QX
GEN01	PRINCESS ELIZABETH HOSPITAL (GUERNSEY)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Not in a Collaborative Hub or Confederation	South West Strategic Health Authority	PHARMACY DEPARTMENT	PRINCESS ELIZABETH HOSPITAL	LA VAUQUIDOR	ST MARTINS	GUERNSEY	GY4 6UU
RR7EN	QE FACILITIES LTD (WHOLLY OWNED SUSIDIARY OF GATESHEAD TRUST)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY OUT PATIENTS	QUEEN ELIZABETH HOSPITAL	GATESHEAD HEALTH NHS FOUNDATION TRUST	SHERIFF HILL	GATESHEAD	NE9 6SX
RCX70	QUEEN ELIZABETH HOSPITALS KINGS LYNN NHS TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	QUEEN ELIZABETH HOSPITAL KING'S LYNN		GAYTON ROAD	KINGS LYNN	PE30 4ET
NT828	RAMSAY HEALTH CARE - BOSTON NHS TREATMENT CENTRE	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT		WEST BUSINESS PARK	SLEAFORD ROAD	BOSTON	PE21 8EG
NT830	RAMSAY HEALTH CARE - COBALT NHS TREATMENT CENTRE	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT		COBALT BUSINESS PARK	SILVERLINK NORTH	TYNESIDE	NE27 0QJ
NT805	RAMSAY HEALTH CARE - FITZWILLIAM HOSPITAL	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT		MILTON WAY	SOUTH BRETTON	PETERBOROUGH	PE3 9AQ
NT826	RAMSAY HEALTH CARE - HORTON NHS TREATMENT CENTRE	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT			OXFORD ROAD	BANBURY	OX16 9AL
NT808	RAMSAY HEALTH CARE - NEW HALL HOSPITAL	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT				BODEHAM	SP5 4EY
NT802	RAMSAY HEALTH CARE - READING HOSPITAL	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT		SWALLOWS CROFT	WENSLEY ROAD	READING	RG1 6UZ
NT815	RAMSAY HEALTH CARE - ROWLEY HOSPITAL	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			ROWLEY PARK	STAFFORD	ST17 9AQ
NT832	RAMSAY HEALTH CARE -BLAKELANDS NHS TREATMENT CENTRE	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT			SMEATON CLOSE	BLAKELANDS	MK14 5HR
NT829	RAMSAY HEALTH CARE-CLIFTON PARK NHS TREATMENT CNTR	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT		BLUEBECK DRIVE	CLIFF GARDENS	YORK	YO30 5RA
NT837	RAMSAY HEALTH CARE-TEES VALLEY NHS TREATMENT CNTR	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT	ONE LIFE		LINTHORPE ROAD	MIDDLESBROUGH	TS1 3QY
NT819	RAMSAY HEALTHCARE - WEST MIDLANDS HOSPITAL	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			COLMAN HILL	HALESOWEN	B63 2AH
RL100	ROBERT JONES & AGNES HUNT ORTHOPAEDIC HOSPITAL	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	ROBERT JONES & AGNES HUNT ORTHOPAEDIC HOSPITAL NHS TRUST			OSWESTRY	SY10 7AG
RHW01	ROYAL BERKSHIRE NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY STORES	ROYAL BERKSHIRE HOSPITAL		LONDON ROAD	READING	RG1 5AN
RT301	ROYAL BROMPTON AND HAREFIELD NHS TRUST (HAREFIELD)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	HAREFIELD HOSPITAL		HILL END ROAD	HAREFIELD	UB9 6JH
RT302	ROYAL BROMPTON AND HAREFIELD NHS TRUST (R BROMPTON)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ROYAL BROMPTON HOSPITAL		SYDNEY STREET	LONDON	SW3 6NP
REF12	ROYAL CORNWALL HOSPITALS NHS TRUST (TRELISKE HOSP)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Peninsula Confederation (1PEN)	South West Strategic Health Authority	PHARMACY DEPARTMENT	ROYAL CORNWALL HOSPITALS NHS TRUST		TRELISKE	TRURO	TR1 3LJ
RH801	ROYAL DEVON & EXETER HEALTHCARE NHS TRUST (WONFORD)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Peninsula Confederation (1PEN)	South West Strategic Health Authority	PHARMACY STORES	ROYAL DEVON & EXETER HOSPITAL (WONFORD)		BARRACK ROAD	EXETER	EX2 5DW
RVL01	ROYAL FREE LONDON NHS FOUNDATION TRUST (BARNET GENERAL)	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	BARNET GENERAL HOSPITAL		WELLHOUSE LANE	BARNET	EN5 3DJ
RVLC7	ROYAL FREE LONDON NHS FOUNDATION TRUST (CHASE FARM)	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	CHASE FARM HOSPITAL		RIDGEWAY	ENFIELD	EN2 8JL
RAL01	ROYAL FREE LONDON NHS FOUNDATION TRUST (ROYAL FREE)	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT			Pond Street	Hampstead	NW3 2QG
RQ600	ROYAL LIVERPOOL BROADGREEN UNI HOSPITAL TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	ROYAL LIVERPOOL UNIVERSITY HOSPITAL		PRESCOT STREET	LIVERPOOL	L7 8XP
RQ601	ROYAL LIVERPOOL BROADGREEN UNI HOSPITAL TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	BROADGREEN HOSPITAL		THOMAS DRIVE	LIVERPOOL	L14 3LB
RQ617	ROYAL LIVERPOOL BROADGREEN UNI HOSPITAL TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	ROYAL LIVERPOOL & BROADGREEN UNIVERSITY HOSPITAL		PRESCOT STREET	LIVERPOOL	L7 8XP
RAN01	ROYAL NATIONAL ORTHOPAEDIC HOSPITAL NHS TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT			BROXLEY HILL	STANMORE	HA7 4LP
RRJ05	ROYAL ORTHOPAEDIC HOSPITAL NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	THE ROYAL ORTHOPAEDIC HOSPITAL NHS TRUST		BRISTOL ROAD SOUTH	BIRMINGHAM	B31 AP
RA201	ROYAL SURREY COUNTY HOSPITAL NHS TRUST	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	ROYAL SURREY COUNTY HOSPITAL NHS TRUST		EGERTON ROAD	GUIDLFORD	GU2 5XX
RD130	ROYAL UNITED HOSPITAL BATH NHS TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	ROYAL UNITED HOSPITAL		COOMBE PARK	BATH	BA1 3NG

Commercial Medicines Unit

Schedule 8 - List of Approved Purchasing Points

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
RL4TC	ROYAL WOLVERHAMPTON HOSPITAL NHS TRUST (CANNOCK CHASE)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	CANNOCK CHASE HOSPITAL		BRUNSWICK ROAD	CANNOCK	WS11 5XY
RL403	ROYAL WOLVERHAMPTON HOSPITAL NHS TRUST (NEW CROSS)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT (STORES)	NEW CROSS HOSPITALS		WOVLERHAMPTON ROAD	WOLVERHAMPTON	WV10 0QP
RM301	SALFORD ROYAL HOSPITALS NHS TRUST (HOPE HOSPITAL)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	HOPE HOSPITAL		STOTT LANE	SALFORD	M6 8HD
RNZ00	SALISBURY NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	SALISBURY HOSPITAL		ODSTOCK ROAD	SALISBURY	SP2 8BJ
RXK02	SANDWELL & W.BIRMINGHAM HOSPITALS NHS TRUST (BIRMG)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	BIRMINGHAM CITY HOSPITAL		DUDLEY ROAD	BIRMINGHAM	B18 7QH
RXK01	SANDWELL & W.BIRMINGHAM HOSPITALS NHS TRUST (S.WELL)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	SANDWELL AND WEST BIRMINGHAM HOSPITALS NHS TRUST		LYNDON OFF ALL SAINTS WAY	WEST BROMICH	B71 4NA
RCUEF	SHEFFIELD CHILDRENS NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	THE CHILDREN'S HOSPITAL (SHEFFIELD)		75 OSBORNE ROAD	SHEFFIELD	S10 2TH
TAHFC	SHEFFIELD HEALTH & SOCIAL CARE NHS FOUNDATION TRUST (MICHAEL CARLISLE CENTRE)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	MICHAEL CARLISLE CENTRE		WOODLANDS DRIVE	SHEFFIELD	S11 9BF
RHQHH	SHEFFIELD TEACHING HOSPITALS NHS FOUNDATION TRUST (HALLAMSHIRE)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	ROYAL HALLAMSHIRE HOSPITAL		WHITHAM ROAD	SHEFFIELD	S10 2JF
RHQNG	SHEFFIELD TEACHING HOSPITALS NHS FOUNDATION TRUST (N GENERAL)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	NORTHERN GENERAL HOSPITAL		WESTERN BANK	SHEFFIELD	S5 7AU
RHQWP	SHEFFIELD TEACHING HOSPITALS NHS FOUNDATION TRUST (WESTON PARK)	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	WESTON PARK HOSPITAL		HERRIES ROAD	SHEFFIELD	S10 2SJ
NTC01	SHEPTON MALLET TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	PHARMACY DEPARTMENT			OLDWELLS ROAD	SHEPTON MALLET	BA4 4LP
RK5BC	SHERWOOD FOREST HOSPITALS NHS TRUST (KINGS MILL)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	KINGS MILL HOSPITAL		MANSFIELD ROAD	SUTTON IN ASHFIELD	NG17 4JL
RXWAT	SHREWSBURY & TELFORD NHS TRUST (PRINCESS ROYAL)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	PRINCESS ROYAL HOSPITAL		APLEY CASTLE	TELFORD	TF6 6TF
RXW00	SHREWSBURY AND TELFORD NHS TRUST (ROYAL SHREWS)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	ROYAL SHREWSBURY HOSPITAL		MYTTON OAK ROAD	SHREWSBURY	SY3 8XQ
R1C00	SOLENT NHS TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	ST MARYS COMMUNITY HEALTH CAMPUS		MILTON ROAD	PORTSMOUTH	PO3 6AD
RBA11	SOMERSET NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Dorset and Somerset Confederation (1DAS)	South West Strategic Health Authority	PHARMACY DEPARTMENT	MUSGROVE PARK HOSPITAL	TAUNTON & SOMERSET NHS TRUST	Parkfield Drive	TAUNTON	TA1 5DA
RH5	SOMERSET NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Dorset and Somerset Confederation (1DAS)	South West Strategic Health Authority	PHARMACY DEPARTMENT		Cheddon Lodge	Cheddon road	Taunton	TA2 7AZ
RA901	SOUTH DEVON HEALTHCARE NHS FOUNDATION TRUST (TORBAY)	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Peninsula Confederation (1PEN)	South West Strategic Health Authority	PHARMACY DEPARTMENT	TORBAY DISTRICT GENERAL HOSPITAL		LAWES BRIDGE	TORQUAY	TQ2 7AA
RV500	SOUTH LONDON AND MAUDSLEY NHS TRUST	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	MAUDSLEY HOSPITAL		DENMARK HILL	LONDON	SE5 8AZ
RTR45	SOUTH TEES HOSPITAL NHS TRUST (FRIARAGE HOSP)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	FRIARAGE HOSPITAL			NORTH ALLERTON	DL6 1JG
RTRAT	SOUTH TEES HOSPITALS NHS TRUST (JAMES COOK HOSP)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	JAMES COOK UNIVERSITY HOSPITAL		MARTON ROAD	MIDDLESBROUGH	TS4 3BW
RE9GA	SOUTH TYNESIDE AND SUNDERLAND NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	SOUTH TYNESIDE DISTRICT HOSPITAL		HARTON WAY	SOUTH SHIELDS	NE34 0PL
RLNGL	SOUTH TYNESIDE AND SUNDERLAND NHS TRUST	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	SUNDERLAND ROYAL HOSPITAL		KAYLL ROAD	SUNDERLAND	SR4 7TP
RJC02	SOUTH WARWICKSHIRE GENERAL HOSPITALS NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	WARWICK HOSPITAL		LAKIN ROAD	WARWICK	CV34 5BW
RJC02	SOUTH WARWICKSHIRE GENERAL HOSPITALS NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	STRATFORD CSL PHARMACY	STRATFORD HOSPITAL		ARDEN STREET	STRATFORD UPON AVON	CV37 6NX
RQY01	SOUTH WEST LONDON & ST GEORGE'S MENTAL HEALTH NHS	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	SPRINGIELD UNIVERSITY HOSPITAL		61 GLENBURIE ROAD	TOOTING	SW17 7DJ
RXG10	SOUTH WEST YORKSHIRE PARTNERSHIPS NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	FIELDHEAD HOSPITAL	OUCHTHORPE LANE	GLOSSOP ROAD	WAKEFIELD	WF1 3SP
NT503	SOUTHAMPTON NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	SOUTHAMPTON NHS TREATMENT CENTRE	LEVEL C ROYAL SOUTH HANTS HOSPITAL	BRINTONS TERRACE	SOUTHAMPTON	SO14 0YG
RHM01	SOUTHAMPTON UNIVERSITY HOSPITALS NHS TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	SOUTHAMPTON GENERAL HOSPITAL		TREMONA ROAD	SOUTHAMPTON	SO16 6YD
RHM01	SOUTHAMPTON UNIVERSITY HOSPITALS NHS TRUST (UHS PHARMACY LIMITED)	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	UHS PHARMACY LIMITED	SOUTHAMPTON GENERAL HOSPITAL		TREMONA ROAD	SOUTHAMPTON	SO16 6YD
R1CG4	SOUTHERN HEALTH NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	Lymington New Forest Hospital		Wellworthy Road,	LYMMINGTONN	SO41 8QD
RVY01	SOUTHPORT AND ORMSKIRK HOSPITAL NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	SOUTHPORT & FORMBY DISTRICT GENERAL HOSPITAL	TOWN LANE		KEW	PR8 6NJ
RGDG1	ST GEMMA'S HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				329, Harrogate Road	Moortown	LS17 6QD
RJ701	ST GEORGE'S HEALTHCARE NHS TRUST (STORES)	DLS	LSNE	London (LNW)	Pan London (LNW)	South London (LS0)	London Procurement Project (3LPP)	London SHA	CENTRAL PHARMACY STORES	ST GEORGE'S HEALTHCARE NHS TRUST	KNIGHTSBRIDGE WING	BLACKSHAW ROAD	TOOTING	SW17 0QT
RBN01	ST HELENS AND KNOWSLEY HOSPITALS NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	WHISTON HOSPITAL		WARRINGTON ROAD	ST HELENS	L35 3DR

Commercial Medicines Unit **Schedule 8 - List of Approved Purchasing Points**

Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
HOS07	ST LEONARDS HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				185 TADCASTER ROAD	YORK	YO24 1GL
HOS11	ST LUKES HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				LITTLE COMMON LANE	SHEFFIELD	S11 9NE
NT507	ST MARY'S NHS TREATMENT CENTRE - PORTSMOUTH (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT		PLAZA WEST	BRIDGE STREET PLAZA	PORTSMOUTH	RG12LZ
HOS08	ST MICHAELS HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA			CRIMPLE HOUSE	HORNBEAM PARK AVENUE	HARROGATE	HG2 8QL
HOS01	ST.CATHERINES HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				MOORGATE ROAD	CHORLEY	YO12 5RE
RWJ03	STOCKPORT NHS TRUST (CHERRY TREE HOSPITAL)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	CHERRY TREE HOSPITAL		CHERRY TREE LANE	STOCKPORT	SK2 7PZ
RWJ09	STOCKPORT NHS TRUST (STEPPING HILL HOSPITAL)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	STEPPING HILL HOSPITAL		POPULAR GROVE	STOCKPORT	SK2 7JE
HOS09	SUE RYDER HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA		MANORLANDS		KEIGHLEY ROAD	OXENTHORPE	BD22 9HJ
RT624 (CLOSED AUG11)	SUFFOLK MENTAL HEALTH PARTNERSHIP NHS TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	ST CLEMENTS HOSPITAL (CLOSED AUG11)		FOXHALL ROAD	IPSWICH	IP3 8LS
RXXGN	SURREY AND BORDERS PARTNERSHIP NHS TRUST	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	SURREY AND BORDERS PARTNERSHIP NHS TRUST	KINGSFIELD CENTRE	PHILANTHROPIC ROAD	REDHILL	RH1 4DP
RTP04	SURREY AND SUSSEX HEALTHCARE NHS TRUST (E SURREY)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	EAST SURREY HOSPITAL		CANADA AVENUE	REDHILL	RH1 5RH
RTJ10	SURREY HAMPSHIRE BORDERS NHS TRUST (FARNHAM)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	FARNHAM HOSPITAL		HALE ROAD	FARNHAM	GU9 9QL
RTP02	SUSSEX COMMUNITY NHS FOUNDATION TRUST	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	CRAWLEY HOSPITAL		West Green Drive	WEST SUSSEX	RH11 7DH
NT505	SUSSEX ORTHOPAEDIC NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	SUSSEX ORTHOPAEDIC NHS TREATMENT CENTRE		LEWES ROAD	HAYWARDS HEATH	RH16 4EY
RMP01	TAMESIDE AND GLOSSOP ACUTE SERVICES NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	TAMESIDE GENERAL HOSPITAL		FOUNTAIN STREET	TAMESIDE	OL6 9RW
RX35V	TEES ESK & WEAR VALLEYS NHS TRUST (FOSS PARK)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	TEES ESK & WEAR VALLEYS NHS TRUST	FOSS PARK HOSPITAL	HAXBY ROAD	YORK	YO31 8TA
RX33A	TEES ESK & WEAR VALLEYS NHS TRUST (ROSEBERRY PARK)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	TEES ESK & WEAR VALLEYS NHS TRUST	ROSEBERRY PARK HOSPITAL	MARTON ROAD	MIDDLESBROUGH	TS4 3AF
RX3MM	TEES ESK & WEAR VALLEYS NHS TRUST (WEST PARK)	DNE	LSNE	North of England (NOFE)	North East (5NE)	North East (5NE)	Not in a Collaborative Hub or Confederation	North East SHA	PHARMACY DEPARTMENT	TEES ESK & WEAR VALLEYS NHS TRUST	WEST PARK HOSPITAL	EDWARD PEASE WAY	DARLINGTON	DL2 2TS
RAS01	THE HILLINGDON HOSPITAL NHS FOUNDATION TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT			PIELD HEATH ROAD	UXBRIDGE	UB8 3NN
RBT20	THE MID CHESHIRE HOSPITALS NHS TRUST (LEIGHTON)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	LEIGHTON HOSPITAL		MIDDLEWICH ROAD	CREWE	CW1 4QJ
RPC04	THE QUEEN VICTORIA HOSPITAL NHS TRUST (GRINSTEAD)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	QUEEN VICTORIA HOSPITAL		HOLTYE ROAD	GRINSTEAD	RH19 3DZ
HOS06	THE ROTHERHAM HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				BROOM ROAD	ROTHERHAM	S60 2SW
RFRPA	THE ROTHERHAM NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	ROTHERHAM GENERAL HOSPITAL		WAKEFIELD	ROTHERHAM	S60 2UD
RPY01	THE ROYAL MARSDEN NHS TRUST (LONDON)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	THE ROYAL MARSDEN NHS TRUST		FULHAM ROAD	LONDON	SW3 6JJ
RPY02	THE ROYAL MARSDEN NHS TRUST (SURREY)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	THE ROYAL MARSDEN HOSPITAL		Downs Road	Sutton	SM2 5PT
RKEQ4	THE WHITTINGTON HOSPITAL NHS TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	THE WHITTINGTON HOSPITAL NHS TRUST	HIGHGATE HILL	ARCHWAY	LONDON	N19 5NF
RM401	TRAFFORD HEALTHCARE NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	TRAFFORD GENERAL HOSPITAL		MOORSIDE	URMSTON	M31 3SL
RWEAA	TRUSTMED PHARMACY TRUST GROUP HOLDINGS -WHOLLY OWNED SUBSIDIARY OF UNIVERSITY HOSPITALS OF LEICESTER (ROYAL INFIRMARY OPD)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY	UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST		INFIRMARY SQUARE	LEICESTER	LE1 5WW
UKHSA01	UK HEALTH SECURITY AGENCY	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	Not Applicable	C/O Movianto UK Ltd		Unit 2 Haydock Green	Penny Lane	HAYDOCK	WA11 9SE
UKHSA02	UK HEALTH SECURITY AGENCY	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	Not in a Collaborative Hub or Confederation	Not Applicable	C/O Movianto UK Ltd			1 Progress Park	Elstow	MK42 9XE
UKHSA03	UK HEALTH SECURITY AGENCY	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	Not in a Collaborative Hub or Confederation	Not Applicable	C/O Movianto UK Ltd		MPS 4	Magna Park South	Lutterworth	LE17 4XP
RWD6M	UNITED LINCHOLSHIRE HOSPITALS NHS TRUST (LOUTH)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	LOUTH HOSPITAL		HIGH HOLME ROAD	LOUTH	LN11 0EU
RWDLP	UNITED LINCOLNSHIRE HOSPITALS NHS TRUST (GRANTHAM)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	GRANTHAM & DISTRICT GENERAL HOSPITAL		MANTHORPE ROAD	GRANTHAM	NG31 8DG
RWDDA	UNITED LINCOLNSHIRE HOSPITALS NHS TRUST (LINCOLN COUNTY)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	LINCOLN COUNTY HOSPITAL TRUST		GREETWELL ROAD	LINCOLN	LN2 5QY
RWDLA	UNITED LINCOLNSHIRE HOSPS NHS TRUST (PILGRIM HOSP)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	PILGRIM HOSPITAL		SIBSEY ROAD	Boston	PE21 9QS
RAL16	UNIVERSITY COLLEGE LONDON HOSPITALS NHS TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	ROYAL NATIONAL THROAT NOSE & EAR HOSPITAL		GRAYS INN ROAD	LONDON	WC1X 8DA

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Trust Code	Trust Name	Generics National Buying	Generics National Buying	NHSE (Branded) Region	Region/ Division	Consortia	Hub / Confed	ex SHA (= 10 Branded regions)	Address 1	Address 1 -Hospital name (if different form column B)	Address 2 -Building etc	Address 3 - Road/Street	Town/City	Post Code
RRVNO	UNIVERSITY COLLEGE LONDON HOSPITALS NHS TRUST	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	NATIONAL HOSPITAL FOR NERVOUS DISEASES		QUEEN'S SQUARE	LONDON	WC1N 3BG
RRV00	UNIVERSITY COLLEGE LONDON HOSPITALS NHS TRUST (UCL)	DLN	NWLN	London (LNW)	Pan London (LNW)	North Central London (3ILN)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	UCL HOSITALS UNIVERSITY COLLEGE LONDON HOSPITALS NHS		14 BREWERY ROAD	LONDON	N7 9NH
RRK02	UNIVERSITY HOSPITAL BIRMINGHAM NHS FOUNDATION TRUST (Pharmacy@QEHB)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	Pharmacy@QEHB			32-34 MELCHETT ROAD	KINGS NORTON	B30 3HS
RRK02	UNIVERSITY HOSPITAL BIRMINGHAM NHS FOUNDATION TRUST (QEHB)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT			HERITAGE BUILDING	EDGBASTON	B15 2TH
RRK02	UNIVERSITY HOSPITAL BIRMINGHAM NHS FOUNDATION TRUST (Warehouse)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	UHB WAREHOUSE			32-34 MELCHETT ROAD	KINGS NORTON	B30 3HS
RKB01	UNIVERSITY HOSPITAL COVENTRY & WARWICKSHIRE NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	WALSGRAVE HOSPITAL		Clifford Bridge Road	WALSGRAVE ON SOWE	CV2 2DX
RTXBU	UNIVERSITY HOSPITAL MORECAMBE BAY NHS TRUST (FURNS)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	FURNESS GENERAL HOSPITAL		DALTON LANE	BARROWN-IN-FERNESS	LA14 4LF
RTX02	UNIVERSITY HOSPITAL MORECAMBE BAY NHS TRUST (LANCAS)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	ROYAL LANCASTER INFIRMARY		ASHTON ROAD	LANCASTER	LA1 4RP
RTXBW	UNIVERSITY HOSPITAL MORECAMBE BAY NHS TRUST (WESTMR)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	WESTMORLAND GENERAL HOSPITAL		BURTON ROAD	LANCASTER	LA9 7RG
RJE01	UNIVERSITY HOSPITAL NORTH MIDLANDS NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	UNIVERSITY HOSPITAL NORTH MIDLANDS NHS TRUST		HARTSHILL ROAD	STOKE ON TRENT	ST4 7LN
RJE02	UNIVERSITY HOSPITAL NORTH MIDLANDS NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	ROYAL STOKE UNIVERSITY HOSPITAL		NEWCASTLE ROAD	STOKE ON TRENT	ST4 6QG
RR101	UNIVERSITY HOSPITALS BIRMINGHAM NHS FOUNDATION TRUST (HGS)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT			45 BOARDSLEY GREEN ESTATE	BIRMINGHAM	B9 5SS
RR105	UNIVERSITY HOSPITALS BIRMINGHAM NHS FOUNDATION TRUST (HGS)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT	GOOD HOPE HOSPITAL		RECTORY ROAD	SUTTON COLDFIELD	B75 7RR
RRK99	UNIVERSITY HOSPITALS BIRMINGHAM NHS FOUNDATION TRUST (HGS)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	Not in a Collaborative Hub or Confederation	West Midlands SHA	PHARMACY DEPARTMENT			LODE LANE	SOLIHULL	B91 2JL
RA301	UNIVERSITY HOSPITALS BRISTOL AND WESTON NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	WESTON AREA HEALTH NHS TRUST		GRANGE ROAD	UPHILL	BA23 4TQ
RA700	UNIVERSITY HOSPITALS BRISTOL AND WESTON NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Avon Gloucestershire and Wiltshire Confederation (1AGW)	South West Strategic Health Authority	PHARMACY DEPARTMENT	BRISTOL ROYAL INFIRMARY		UPPER MAUDLIN STREET	BRISTOL	BS2 8HN
RD300	UNIVERSITY HOSPITALS DORSET NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	UNIVERSITY HOSPITALS DORSET NHS FOUNDATION TRUST	POOLE HOSPITALS NHS TRUST	LONGFLEET ROAD	POOLE	BH15 2JB
RDZ20	UNIVERSITY HOSPITALS DORSET NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	Thames Valley and Wessex (1TW)	Thames Valley (1OX) & Wessex (1WES)	South Central (SCRPPC) (1SCN)	South Central Strategic Health Authority	PHARMACY DEPARTMENT	ROYAL BOURNEMOUTH HOSPITAL		CASTLE LANE	BOURNEMOUTH	BH7 7DW
RFHFG	UNIVERSITY HOSPITALS OF DERBY AND BURTON NHS FOUNDATION TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	ROYAL DERBY HOSPITAL		UTTOXETER ROAD	DERBY	DE22 3NE
RJF02	UNIVERSITY HOSPITALS OF DERBY AND BURTON NHS FOUNDATION TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	HealthTrust Europe	East Midlands SHA	PHARMACY DEPARTMENT	QUEENS HOSPITAL		BELVEDERE ROAD	BURTON ON TRENT	DE13 0RB
RWEAK	UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST		GWENDOLEN ROAD	LEICESTER	LE5 4PW
RWEAE	UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST (GLENFIELD)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST		GROBY ROAD	LEICESTER	LE3 9QP

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RWEAA	UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST (ROYAL INFIRM)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	East Midlands (4EC)	East Midlands Collaborative	East Midlands SHA	PHARMACY DEPARTMENT	UNIVERSITY HOSPITALS OF LEICESTER NHS TRUST		INFIRMARY SQUARE	LEICESTER	LE1 5WW
RYR00	UNIVERSITY HOSPITALS SUSSEX NHS FOUNDATION TRUST (BRIGHTON GENERAL)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARMENT	BRIGHTON GENERAL		ELM GROVE	BRIGHTON	BN2 3EW
RYR00	UNIVERSITY HOSPITALS SUSSEX NHS FOUNDATION TRUST (Pharm@Sea)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARM@SEA	ROYAL SUSSEX COUNTY HOSPITAL		EASTERN ROAD	BRIGHTON	BN2 5BE
RYR00	UNIVERSITY HOSPITALS SUSSEX NHS FOUNDATION TRUST (PRINCESS ROYAL HOSPITAL)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	PRINCESS ROYAL HOSPITAL		LEWES ROAD	HAYWARDS HEATH	RH16 4EX
RYR00	UNIVERSITY HOSPITALS SUSSEX NHS FOUNDATION TRUST (ROYAL SUSSEX COUNTY HOSPITAL)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	ROYAL SUSSEX COUNTY HOSPITAL		EASTERN ROAD	BRIGHTON	BN2 5BE
RYR16	UNIVERSITY HOSPITALS SUSSEX NHS FOUNDATION TRUST (ST RICHARDS)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	ST RICHARDS HOSPITAL		SPITALFIELD LANE	CHICHESTER	PO19 6SE
RYR18	UNIVERSITY HOSPITALS SUSSEX NHS FOUNDATION TRUST (WORTHING)	DLS	LSNE	South of England (SOFE)	South East (2SE)	South East (2SE)	South East Coast Procurement Hub (2SEC)	South East Coast Strategic Health Authority	PHARMACY DEPARTMENT	WORTHING & SOUTHLANDS HOSPITAL		PARK AVENUE	WORTHING	BN11 2DH
03RAD	WAKEFIELD HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA				ABERFORD ROAD	WAKEFIELD	WF1 4TS
RBK02	WALSALL HEALTHCARE NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	MANOR HOSPITAL		MOAT ROAD	WALSALL	WS2 9PS
RWWWH	WARRINGTON & HALTON HOSPITALS NHS FOUNDATION TRUST (WARRINGTON)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	WARRINGTON GENERAL HOSPITAL		LOVELY LANE	WARRINGTON	WA5 1QG
RWWHG	WARRINGTON & HALTON HOSPITALS NHS FOUNDATION TRUST (HALTON)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	HALTON HOSPITAL		HOSPITAL WAY	RUNCORN	WA7 2DA
CB100	WEST HERTFORDSHIRE HOSPITALS NHS TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	Not in a Collaborative Hub or Confederation	East of England SHA	PHARMACY DEPARTMENT	PPAS CELL BARNES	TABLET PACKAGING UNIT	HIGHFIELD LANE	ST ALBANS	AL4 OPN
RWG08	WEST HERTFORDSHIRE HOSPITALS NHS TRUST (HEMEL)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	HEMEL HEMPSTEAD GENERAL HOSPITAL		HILLFIELD ROAD	HEMEL HEMPSTEAD	HP2 4AD
RWG03	WEST HERTFORDSHIRE HOSPITALS NHS TRUST (ST ALBANS)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	ST ALBANS CITY HOSPITAL		WAVERLEY ROAD	ST.ALBANS	AL3 5PN
RWG02	WEST HERTFORDSHIRE HOSPITALS NHS TRUST (WATFORD)	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	Shires (3ESX)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT	WATFORD GENERAL HOSPITAL		VICARAGE ROAD	Watford	WD1 8HB
RKL51	WEST LONDON MENTAL HEALTH NHS TRUST (BROADMOOR HOSP)	DLN	NWLN	London (LNW)	Pan London (LNW)	North West London (3RIV)	London Procurement Project (3LPP)	London SHA	PHARMACY DEPARTMENT	BROADMOOR HOSPITAL			CROWTHORNE	RG45 7EG
RGR50	WEST SUFFOLK HOSPITAL NHS TRUST	DLN	NWLN	Midlands and East (MAE)	East of England (EG0)	East Anglia (3EA)	East of England NHS Collaborative Procurement Hub (3EOE)	East of England SHA	PHARMACY DEPARTMENT			HARDWICK LANE	BURY ST EDMUNDS	IP33 2QZ
RGDC2	WHEATFIELD'S HOSPICE	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	Not in a Collaborative Hub or Confederation	Yorkshire & Humber SHA			WHEATFIELD HOUSE	WOOD LANE	HEADINGLEY	LS6 2AE
NT506	WILL ADAMS NHS TREATMENT CENTRE (CARE UK)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	WILL ADAMS NHS TREATMENT CENTRE		BEECHINGS WAY	GILLINGHAM	ME8 6AD
RBL20	WIRRAL UNIVERSITY TEACHING HOSPITAL NHS TRUST	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	Not in a Collaborative Hub or Confederation	North West SHA	PHARMACY DEPARTMENT	CLATTERBRIDGE HOSPITAL		CLATTERBRIDGE ROAD	BEBINGTON	CH63 4JY
RWP52	WORCESTERSHIRE ACUTE HOSPITALS NHS TRUST	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	WORCESTERSHIRE ACUTE HOSPITALS NHS TRUST		CHARLES HASTINGS WAY	WORCESTER	WR5 1DD
RWP01	WORCESTERSHIRE ACUTE HOSPITALS NHS TRUST (ALEXANDRA)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT	ALEXANDRA HOSPITAL		WOODROW DRIVE	REDDITCH	B98 7UB
RRF02	WRIGHTINGTON WIGAN & LEIGH NHS TRUST (R ALBERT)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	ROYAL ALVERT EDWARD INFIRMARY		WIGAN LANE	WIGAN	WN1 2NN
RRF53	WRIGHTINGTON WIGAN & LEIGH NHS TRUST (WRIGHTINGTON)	DNW	NWLN	North of England (NOFE)	North West (6NW)	North West (6NW)	North West Collaborative Procurement Hub (6NWH)	North West SHA	PHARMACY DEPARTMENT	WRIGHTINGTON HOSPITAL	HALL LANE	APSLEY BRIDGE	WRIGHTINGTON	WN6 9EP
RLQ01	WYE VALLEY NHS TRUST (HEREFORD COUNTY)	DCE	CESW	Midlands and East (MAE)	Central (4CEN)	West Midlands (4WM)	HealthTrust Europe	West Midlands SHA	PHARMACY DEPARTMENT			UNION WALK	HEREFORD	HR1 2ER
RA430	YEOVIL DISTRICT HOSPITAL NHS FOUNDATION TRUST	DSW	CESW	South of England (SOFE)	South West (1SW)	South West (1SW)	Dorset and Somerset Confederation (1DAS)	South West Strategic Health Authority	PHARMACY DEPARTMENT	YOEVIL DISTRICT HOSPITAL		HIGHER KINGSTON	YEOVIL	BA21 4AT
RCC25	YORK & SCARBOROUGH TEACHING HOSPITALS NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	SCARBOROUGH HOSPITAL		WOODLANDS DRIVE	SCARBOROUGH	YO12 6QL
RCB55	YORK & SCARBOURough TEACHING HOSPITALS NHS FOUNDATION TRUST	DNE	LSNE	North of England (NOFE)	Yorkshire (8YK)	Yorkshire (8YK)	NHS Commercial Procurement Collaborative (8YHC)	Yorkshire & Humber SHA	PHARMACY DEPARTMENT	YORK DISTRICT HOSPITAL		WIGGINTON ROAD	YORK	YO3 7HE

NOTES

Hospices that previously received their supplies through NHS hospitals are now included on the list from March 2015- codes commencing HOS

For Any NHS Trust named on this list- all secondary purchasing points are also covered

Access to CMU framework pricing may be requested by the NHS Trust for authorised outsourced service providers (e.g homecare service providers or out-patient dispensing departments)

ex SHA (= the 10 branded region model) please note these are sub groups of the 4 NHSE regions . Thus North is NE, NW and Yorkshire Humber, South is SW, SEC and South Central, Midlands&East is East of England , West Midlands and East (MAE) Midlands, London is "as is" - it is both a 4 and a 10 region

Column D "Generics National Buying Group - Combined" has been created to reflect the updated Lotting strategy for Generic and Transition tenders"

Appendix A

Call-off Terms and Conditions for the Supply of Goods

Where an Order is placed by the Authority that refers to the Framework Agreement, the Contract is made between the Authority and the Supplier on the date of that Order Form. The Contract is subject to the terms set out in the schedules of these Call-off Terms and Conditions listed below ("**Schedules**").

The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of the Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Goods on the terms of the Contract.

For the avoidance of doubt, any actions or work undertaken by the Supplier prior to the receipt of an Order Form covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Order Form.

The Definitions in Schedule 4 of these Call-off Terms and Conditions apply to the use of all capitalised terms in the Contract.

Schedules

Schedule 1 of these Call-off Terms and Conditions	Key Provisions
Schedule 2 of these Call-off Terms and Conditions	General Terms and Conditions
Schedule 3 of these Call-off Terms and Conditions	Information and Data Provisions
Schedule 4 of these Call-off Terms and Conditions	Definitions and Interpretations

Schedule 1 of these Call-off Terms and Conditions

Key Provisions

1 Application of the Key Provisions

1.1 The standard Key Provisions at Clauses 1 to 9 of this Schedule 1 of these Call-off Terms and Conditions shall apply to this Contract.

1.2 Extra Key Provisions shall only apply to this Contract where such provisions are set out as part of the Order Form.

2 Marketing Authorisation

2.1 The award of this Contract shall be conditional upon the Supplier being in possession of a valid marketing authorisation(s) from the Licensing Authority required for supply of the Goods (such validity to be determined by the Licensing Authority) on or prior to the Commencement Date or on such other date as is agreed between the Parties (such date always being prior to the delivery of any Goods under this Contract). The Authority may request that the Supplier delivers to the Authority evidence of the grant of such valid marketing authorisation(s). For the avoidance of doubt a marketing authorisation which has been expired or has been suspended or withdrawn by the Licensing Authority does not constitute a valid marketing authorisation for the purposes of this Clause 2.1.

2.2 If the Supplier fails to be in possession of the documentation required by Clause 2.1 of this Schedule 1 of these Call-off Terms and Conditions by the agreed date then the Authority shall be entitled to terminate this Contract with immediate effect on giving written notice to the Supplier.

2.3 The Authority may in its sole discretion at any time agree to waive compliance with the requirement in Clause 2.1 of this Schedule 1 of these Call-off Terms and Conditions by giving the Supplier notice in writing.

3 Term

3.1 This Contract commences on the Commencement Date.

3.2 The Term of this Contract shall be as set out in the Order Form.

3.3 The Term may be extended in accordance with Clause 20.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than any maximum duration applicable to the Contract if such maximum duration is set out in the Framework Agreement (including any options to extend).

4 Contract Managers

4.1 The Contract Managers at the commencement of this Contract shall be as set out in the Order Form or as otherwise agreed between the Parties in writing.

5 Names and addresses for notices

5.1 Unless otherwise agreed by the Parties in writing, notices served under this Contract are to be delivered to such persons at such addresses as referred to in the Order Form.

6 Management levels for escalation and dispute resolution

6.1 Unless otherwise agreed by the Parties in writing, the management levels at which a dispute will be dealt with are as follows:

Level	Authority representative	Supplier representative
1	Contract Manager	Contract Manager
2	Assistant Director or equivalent	Assistant Director or equivalent

7 Order of precedence

7.1 Subject always to Clause 1.10 of Schedule 4 of these Call-off Terms and Conditions, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

7.1.1 the Order Form;

7.1.2 the applicable provisions of the Framework Agreement other than the Specification;

7.1.3 the provisions on the front page (page 1) of these Call-off Terms and Conditions for the Supply of Goods;

7.1.4 Schedule 1 of these Call-off Terms and Conditions: Key Provisions;

7.1.5 the Specification;

7.1.6 Schedule 2 of these Call-off Terms and Conditions: General Terms and Conditions;

7.1.7 Schedule 3 of these Call-off Terms and Conditions: Information and Data Provisions;

7.1.8 Schedule 4 of these Call-off Terms and Conditions: Definitions and Interpretations; and

7.1.9 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.

8 Failure to Supply

8.1 The Supplier shall deliver the exact quantity of Goods specified in an Order Form within fourteen (14) days of receipt by the Supplier of the Order Form, or within such other time period as may have been agreed in writing between the Parties in accordance with Clause 2 of Schedule 2 of these Call-Off Terms and Conditions ("**Delivery Time**") to the location address specified by the Authority. Time shall be of the essence in relation to such Delivery Time.

8.2 If the Supplier is unable to supply the Goods in accordance with Clause 8.1 of this Schedule 1 of these Call-Off Terms and Conditions due to circumstances beyond its reasonable control, the Supplier shall be entitled to provide essentially similar goods to the Authority provided that:

8.2.1 the Supplier notifies the Authority without delay and within the Delivery Time when it becomes aware that it will not be able to supply the Goods in accordance Clause 8.1 of this Schedule 1 of these Call-Off Terms and Conditions;

8.2.2 the notice referred to in Clause 8.2.1 of this Schedule 1 of these Call-Off Terms and Conditions stipulates the reason for the Supplier's inability to supply the Goods so ordered;

8.2.3 the Supplier supplies to the regional quality control pharmacist or the Authority all information set out on PharmaQC or any drug quality assurance database that replaces PharmaQC in respect of the essentially similar goods;

8.2.4 the essentially similar goods are approved in writing by the regional quality control pharmacist or the Authority; and

8.2.5 the Supplier provides such quantities of alternative essentially similar goods as are necessary to make up any shortfall in the Goods to the Authority prior to expiry of the Delivery Time.

8.3 If the Supplier fails to deliver the exact quantity of Goods or essentially similar goods within the Delivery Time in accordance with Clauses 8.1 and/or 8.2 of this Schedule 1 of these Call-Off Terms and Conditions, then the Authority shall be entitled to terminate this Contract with immediate effect on giving written notice to the Supplier and the Authority shall be entitled to purchase other goods to make good such default and recover from the Supplier the amount by which the cost of purchasing other goods from a third party exceeds the amount that would have been payable to the Supplier in respect of the Goods replaced by such purchase provided that the Authority uses all reasonable endeavours to

mitigate its losses. If the Supplier has been paid in advance for the Goods, then the Supplier shall also reimburse the Authority for the monies paid in respect of those Goods, or the essentially similar goods, that it has failed to deliver.

8.4 If the Authority wishes to claim any sum from the Supplier under Clause 8.3 of this Schedule 1 of these Call-Off Terms and Conditions, the Authority shall give a written notice to the Supplier to that effect. The Supplier shall pay any such sum within thirty (30) days from the date of such written notice.

8.5 Where essentially similar goods are supplied to the Authority such essentially similar goods shall be deemed to be Goods for the purposes of interpretation of this Contract.

9 Shelf Life

9.1 Where any Goods are supplied under this Contract, the Post Delivery Shelf Life:

9.1.1 shall not, subject to Clause 9.1.2 of this Schedule 1 of these Call-Off Terms and Conditions, be less than twelve (12) months; or

9.1.2 in respect of certain Goods may be less than twelve (12) months if stated as such by the Supplier in the Offer. Where the Supplier has stated in the Offer that the Post Delivery Shelf Life may be less than twelve (12) months, the Post Delivery Shelf Life shall be no less than the time period so stated.

9.2 In the event that the Supplier supplies Goods with a Post Delivery Shelf Life of less than the relevant periods referred to at Clause 9.1 of this Schedule 1 of these Call-off Terms and Conditions, the Supplier shall, upon written request by the Authority and at no cost to the Authority, immediately replace those Goods with Goods that have a Post Delivery Shelf Life equal to or greater than the relevant periods referred to at Clause 9.1 of this Schedule 1 of these Call-off Terms and Conditions. Alternatively, the Authority shall be entitled, at is sole discretion, to terminate the Contract with immediate effect on giving written notice to the Supplier, treat the Goods so delivered as Rejected Goods and the provisions of Clauses and 4.3.1, 4.4 and 4.5 of Schedule 2 of these Call-off Terms and Conditions shall apply to such Goods.

Schedule 2 of these Call-off Terms and Conditions

General Terms and Conditions

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1. Supply of Goods
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4. Inspection, rejection, return and recall
5. Staff
6. Business continuity
7. The Authority's obligations
8. Contract management
9. Price and payment
10. Warranties
11. Intellectual property
12. Indemnity
13. Limitation of liability
14. Insurance
15. Term and termination
16. Consequences of expiry or earlier termination of this Contract
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33. Other participants
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35. General

1 Supply of Goods

1.1 The Supplier shall supply the Goods ordered by the Authority under this Contract:

1.1.1 promptly and in any event within any time limits as may be set out in this Contract;

1.1.2 in accordance with all other provisions of this Contract;

1.1.3 using reasonable skill and care in their delivery;

1.1.4 using reasonable skill and care in their installation, associated works and training to the extent that such installation, works or training is a requirement of this Contract;

1.1.5 in accordance with the provisions of the Framework Agreement as applicable and/or the provisions of the Order Form;

1.1.6 in accordance with the Law and with Guidance;

1.1.7 in accordance with Good Industry Practice;

1.1.8 in accordance with the Policies; and

1.1.9 in a professional and courteous manner.

In complying with its obligations under this Contract, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

1.2 The Supplier shall comply fully with its obligations set out in the Specification and/or the Order Form (to include, without limitation, the KPIs and all obligations in relation to the quality, performance characteristics, supply, delivery and installation and training in relation to use of the Goods).

1.3 Unless otherwise agreed by the Parties in writing, the Goods shall be new, consistent with any sample, and shall comply with any applicable specification set out in this Contract (to include, without limitation, the requirements set out in the Specification and the Supplier's response to such requirements) and any applicable manufacturers' specifications.

1.4 Without prejudice to Clause 2.1 of Schedule 1 of these Call-off Terms and Conditions, the Supplier shall ensure that all relevant consents, authorisations, licences and accreditations (including but not limited to a valid marketing authorisation issued by the Licensing Authority) required to supply the Goods are in place prior to the delivery of any Goods to the Authority.

1.5 The Supplier shall immediately and in any event within seven (7) days inform the Authority in writing if any marketing authorisation in relation to the Goods is:

1.5.1 withdrawn by the Licensing Authority for whatever reason;

1.5.2 suspended by the Licensing Authority for whatever reason; or

1.5.3 not renewed by the Licensing Authority following its expiry for whatever reason,

and, in each case, provide all relevant details and reasons to the Authority. If any marketing authorisation in relation to the Goods is withdrawn, suspended and/or not renewed by the Licensing Authority at any time during the Term the Authority shall be entitled to terminate this Contract with immediate effect on giving written notice to the Supplier.

1.6 If there are any incidents that in any way relate to or involve the use of the Goods by the Authority, the Supplier shall cooperate fully with the Authority in relation to the Authority's application of the Policies on reporting and responding to all incidents, including serious incidents requiring investigation, and shall respond promptly to any reasonable and proportionate queries, questions and/or requests for information that the Authority may have in this context in relation to the Goods.

1.7 If there are any quality, performance and/or safety related reports, notices, alerts or other communications issued by the Supplier or any regulatory or other body in relation to the Goods, the Supplier shall promptly provide the Authority with a copy of any such reports, notices, alerts or other communications.

1.8 Upon receipt of any such reports, notices, alerts or other communications pursuant to Clause 1.5 of this Schedule 2 of these Call-off Terms and Conditions, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.

2 Delivery

2.1 The Supplier shall deliver the Goods in accordance with any delivery timescales, delivery dates and delivery instructions (to include, without limitation, as to delivery location and delivery times) set out in the Specification, the Order Form or as otherwise agreed with the Authority in writing.

2.2 Delivery shall be completed when the Goods have cleared all relevant export and import customs, all relevant export and import duties have been paid by the Supplier for the relevant Goods, the Goods been unloaded at the location specified by the Authority and such delivery has been received by a duly authorised agent, employee or location representative of the Authority. The Authority shall procure that such duly authorised agent, employee or location representative of the Authority is at the delivery location at the agreed delivery

date and times in order to accept such delivery. Any arrangement by which the Goods are collected by the Authority in return for a discount on the Contract Price shall be agreed by the Parties in writing (where due to an emergency such arrangements cannot be committed to writing prior to collection, the Parties shall confirm such arrangements in writing as soon as possible following collection). Where the Authority collects the Goods, collection is deemed delivery for the purposes of the Contract.

2.3 The Supplier shall ensure that a delivery note shall accompany each delivery of the Goods. Such delivery note shall contain the information specified in the Specification or as otherwise agreed with the Authority in writing. Where such information requirements as to the content of delivery notes are not specified or separately agreed, such delivery notes shall, as a minimum, contain the Authority's order number, the name and address of the Authority, a description and quantity of the Goods, and shall show separately any extra agreed charges for containers and/or any other item not included in the Contract Price or, where no charge is made, whether the containers are required to be returned.

2.4 With the prior written agreement of both Parties, the arrangements set out in Clause 2.3 of this Schedule 2 of these Call-off Terms and Conditions may be suspended in favour of alternative arrangements (including use of an Electronic Trading System and new logistics process) provided that such alternative arrangements improve service levels and/or reduce costs for the benefit of the Authority.

2.5 Part deliveries and/or deliveries outside of the agreed delivery times/dates may be refused unless the Authority has previously agreed in writing to accept such deliveries. Where delivery of the Goods is refused by the Authority in accordance with this Clause 2.5 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall be responsible for all risks, costs and expenses associated with the re-delivery of the Goods in accordance with the agreed delivery times/dates. Where the Authority accepts delivery more than five (5) days before the agreed delivery date, the Authority shall be entitled to charge the Supplier for the costs of insurance and storage of the Goods until the agreed date for delivery. Unless otherwise set out in the Specification or agreed with the Authority in writing, the Supplier shall be responsible for carriage, insurance, transport, all relevant licences (including, at its own risk and expense, carry out all applicable export and import clearance requirements in relation to the Goods), all related costs (including all applicable export and import duties and taxes), and all other costs associated with the delivery of the Goods to the delivery location and unloading of the Goods at that location. Without limitation to the foregoing provision of this Clause 2.5 of this Schedule 2 of these Call-off Terms and Conditions, unless otherwise stated in the Specification or agreed with the Authority in writing, the Supplier shall be responsible for obtaining all export and import licences for the Goods and shall be responsible for any delays to the delivery time due to such licences not being available when required. The Supplier shall ensure that accurate information is provided to the Authority as to the country of origin of the Goods. The Supplier shall be liable

to the Authority for any extra duties or taxes for which the Authority may be accountable in relation to the Goods.

2.6 If the Supplier has notified the Authority in the Offer (or otherwise in writing) that it has appointed, or it intends to appoint, a third party (including, without limitation, a full line national or regional pharmaceutical wholesalers as appointed by the Department of Health and Social Care) to act as its distribution agent:-

2.6.1 such appointment shall not relieve the Supplier of its obligations under this Contract; and

2.6.2 the Supplier shall be liable for the acts or omissions of its distribution agent. Without prejudice to the generality of the foregoing, the Supplier agrees that any delivery time agreed between the authority and the distribution agent in writing shall be binding on the Supplier.

3 Passing of risk and ownership

3.1 Risk in the Goods shall pass to the Authority when the Goods are delivered as specified in this Contract or, in the case of Goods which require installation by the Supplier, when that installation process is complete.

3.2 Ownership of the Goods shall pass to the Authority on the earlier of:

3.2.1 full payment for such Goods; or

3.2.2 where the goods are consumables or are non-recoverable (e.g. used in clinical procedures), at the point such Goods are taken into use. For the avoidance of doubt, where ownership passes in accordance with this Clause 3.2.2 of this Schedule 2 of these Call-off Terms and Conditions, then the full Contract Price for such Goods shall be recoverable by the Supplier from the Authority as a debt if there is non-payment of a valid undisputed invoice issued by the Supplier to the Authority in relation to such Goods.

3.3 All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations under this Contract shall be and remain at the sole risk of the Supplier, whether or not they are situated at a delivery location.

4 Inspection, rejection, return and recall

4.1 As relevant and proportionate to the Goods in question and subject to reasonable written notice, the Supplier shall permit any person authorised by the Authority, to inspect work being undertaken in relation to the Goods and/or the storage facilities used in the storage of the Goods at all reasonable times at the Supplier's premises or at the premises of any Sub-contractor or agent of the Supplier in order to confirm that the Goods are being manufactured and/or stored in accordance with Good Industry Practice and in compliance the

requirements of this Contract and/or that stock holding and quality assurance processes are in accordance with the requirements of this Contract.

4.2 Without prejudice to the provisions of Clause 4.6 of this Schedule 2 of these Call-off Terms and Conditions and subject to Clause 4.7 of this Schedule 2 of these Call-off Terms and Conditions, the Authority shall visually inspect the Goods within a reasonable time following delivery (or such other period as may be set out as part of the requirements in the Specification, if any) and may by written notice reject any Goods found to be damaged or otherwise not in accordance with the requirements of this Contract ("**Rejected Goods**"). The whole of any delivery may be rejected if a reasonable sample of the Goods taken indiscriminately from that delivery is found not to conform in all material respects to the requirements of the Contract.

4.3 Without prejudice to the provisions of Clause 4.5 of this Schedule 2 of these Call-off Terms and Conditions, upon the rejection of any Goods in accordance with the Key Provisions and/or Clauses 4.2 and/or 4.6 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall at the Authority's written request:

4.3.1 collect the Rejected Goods at the Supplier's risk and expense within ten (10) Business Days of issue of written notice from the Authority rejecting the Goods; and

4.3.2 when rejected in accordance Clauses 4.2 and/or 4.6 of this Schedule 2 of these Call-off Terms and Conditions, without extra charge, promptly (and in any event within twenty (20) Business Days or such other time agreed by the Parties in writing acting reasonably) supply replacements for the Rejected Goods to the Authority subject to the Authority not cancelling its purchase obligations in accordance with Clause 4.5 of this Schedule 2 of these Call-off Terms and Conditions.

If the Supplier requests and the Authority accepts that the Rejected Goods should be disposed of by the Authority rather than returned to the Supplier, the Authority reserves the right to charge the Supplier for the costs associated with the disposal of the Rejected Goods and the Supplier shall promptly pay any such costs.

4.4 Risk and title in respect of any Rejected Goods shall pass to the Supplier on the earlier of: (a) collection by the Supplier in accordance with Clause 4.3 of this Schedule 2 of these Call-off Terms and Conditions; or (b) immediately following the expiry of ten (10) Business Days from the Authority issuing written notification rejecting the Goods. If Rejected Goods are not collected within ten (10) Business Days of the Authority issuing written notification rejecting the Goods, the Authority may return the Rejected Goods at the Supplier's risk and expense and charge the Supplier for the cost of storage from the expiry of ten (10) Business Days from the date of notification of rejection.

4.5 Where the Authority rejects any Goods in accordance with the Key Provisions, Clauses 4.2 and/or 4.6 of this Schedule 2 of these Call-off Terms and Conditions and the Authority no longer requires replacement Goods, the Authority may by written notice cancel its purchase obligations in relation to such quantity of Rejected Goods. Should the Authority have paid for such Rejected Goods the Supplier shall refund such payment to the Authority within thirty (30) days of the Authority cancelling such purchase obligations and informing the Supplier that the Authority does not require replacements for such Rejected Goods.

4.6 Without prejudice to any other provisions of this Contract or any other warranties or guarantees applicable to the Goods supplied and subject to Clause 4.7 of this Schedule 2 of these Call-off Terms and Conditions, if at any time following the date of the delivery of any Goods, all or any part of such Goods are found to be defective or otherwise not in accordance with the requirements of this Contract ("**Defective Goods**"), the Supplier shall, at the Authority's discretion:

4.6.1 upon written request and without charge, promptly (and in any event within twenty (20) Business Days or such other time agreed by the Parties in writing acting reasonably) remedy the deficiency by repairing such Defective Goods; or

4.6.2 upon written notice of rejection from the Authority, treat such Defective Goods as Rejected Goods in accordance with Clauses 4.2 to 4.5 of this Schedule 2 of these Call-off Terms and Conditions.

4.7 The Supplier shall be relieved of its liabilities under Clauses 4.2 to 4.5 (inclusive) and/or Clause 4.6 of this Schedule 2 of these Call-off Terms and Conditions to the extent only that the Goods are damaged, there are defects in the Goods and/or the Goods fail to comply with the requirements of this Contract due, in each case, to any acts or omissions of the Authority.

4.8 The Authority's rights and remedies under Clause 4.6 of this Schedule 2 of these Call-off Terms and Conditions shall cease within a reasonable period of time from the date on which the Authority discovers or might reasonably be expected to discover that the Goods are Defective Goods or within such other period as may be set out as part of the requirements in the Specification, if any. For the avoidance of doubt, Goods not used before their expiry date shall in no event be considered Defective Goods following the date of expiry provided that at the point such Goods were delivered to the Authority they met any shelf life requirements set out in the Specification.

4.9 Where the Supplier is required by Law, Guidance, and/or Good Industry Practice to order a product recall ("**Requirement to Recall**") in respect of the Goods, the Supplier shall:

4.9.1 promptly (taking into consideration the potential impact of the continued use of the Goods on patients, service users and the

Authority as well as compliance by the Supplier with any regulatory requirements) notify the Authority in writing of the recall together with the circumstances giving rise to the recall;

4.9.2 from the date of the Requirement to Recall treat the Goods the subject of such recall as Defective Goods in accordance with Clause 4.6 of this Schedule 2 of these Call-off Terms and Conditions;

4.9.3 consult with the Authority as to the most efficient method of executing the recall of the Goods and use its reasonable endeavours to minimise the impact on the Authority of the recall; and

4.9.4 indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings suffered or incurred by the Authority as a result of such Requirement to Recall.

5 Staff

5.1 The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Supplier providing a sufficient reserve of trained and competent Staff during Staff holidays or absence.

5.2 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.

5.3 The Supplier shall employ only such persons as are careful, skilled and experienced in the duties required of them, and will ensure that every such person is properly and sufficiently trained and instructed and shall maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) and has the qualifications to carry out their duties.

5.4 The Supplier shall comply with the Authority's staff vetting procedures and other staff protocols, as may be relevant to this Contract and which are notified to the Supplier by the Authority in writing.

6 Business continuity

6.1 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

6.1.1 the criticality of this Contract to the Authority;

6.1.2 the impact of and any disruption caused by EU Exit;

6.1.3 any reasonably foreseeable risks; and

6.1.4 the size and scope of the Supplier's business operations,

regarding continuity of the supply of Goods during and following a Business Continuity Event.

6.2 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Authority and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to the Authority, at the Authority's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 10.2 of this Schedule 2 of these Call-off Terms and Conditions and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

6.3 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation.

6.4 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to supply the Goods in accordance with this Contract.

7 The Authority's obligations

7.1 Subject to the Supplier supplying the Goods in accordance with this Contract, the Authority will pay the Supplier for the Goods in accordance with Clause 14 of this Schedule 2 of these Call-off Terms and Conditions.

7.2 The Authority shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the supply and delivery of the Goods.

7.3 The Authority shall comply with the Authority's Obligations.

7.4 The Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.

8 Contract management

8.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from

this Contract. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.

8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. Review meetings shall take place at the frequency specified in the Specification. Should the Specification not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties.

8.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification) the Supplier shall provide a written contract management report to the Authority regarding the supply of the Goods and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

8.3.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;

8.3.2 details of any complaints by the Authority in relation to the supply of Goods, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;

8.3.3 the information specified in the Specification;

8.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and

8.3.5 such other information as reasonably required by the Authority.

8.4 Unless specified otherwise in the Specification, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in

accordance with, the dispute resolution process set out in Clause 5 of the Key Provisions and Clause 29.3 of this Schedule 2 of these Call-off Terms and Conditions.

8.5 The Supplier shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such management information to another Contracting Authority, whose role it is to: (a) analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities); or (b) manage the Framework Agreement with the Supplier ("**Third Party Body"**). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Goods purchased, any payments made under this Contract and any other information relevant to the operation of this Contract.

8.6 Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:

8.6.1 storing and analysing the management information and producing statistics; and

8.6.2 sharing the management information, or any statistics produced using the management information with any other Contracting Authority.

8.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this Schedule 2 of these Call-off Terms and Conditions, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

8.8 The Authority may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

9 Price and payment

9.1 The Contract Price shall be calculated in accordance with the provisions of the Framework Agreement, as confirmed in the Order Form.

9.2 Unless otherwise stated in the Framework Agreement and/or the Order Form, the Contract Price:

9.2.1 shall remain fixed during the Term; and

9.2.2 is the entire price payable by the Authority to the Supplier in respect of the provision of the Goods and includes, without limitation:

(i) packaging, packing materials, addressing, labelling, loading, delivery to and unloading at the delivery location, all appropriate tax (excluding VAT) and duty (including any import and/or export tax and duty), any installation costs and associated works, the costs of all associated documentation and information supplied or made accessible to the Authority in any media, and any training in relation to the use, storage, handling or operation of the Goods;

(ii) any royalties, licence fees or similar expenses in respect of the making, use or exercise by the Supplier of any Intellectual Property Rights for the purposes of performing this Contract, and any licence rights granted to the Authority in accordance with Clause 11 of this Schedule 2 of these Call-off Terms and Conditions; and

(iii) costs and expenses in relation to supplies and materials used by the Supplier or any third party in the manufacture of the Goods, and any other costs incurred by the Supplier in association with the manufacture, supply or installation of the Goods.

9.3 Unless stated otherwise in the Framework Agreement and/or the Order Form:

9.3.1 where the Framework Agreement and/or the Order Form confirms that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Goods supplied in compliance with this Contract in the preceding calendar month; or

9.3.2 where Clause 9.3.1 of this Schedule 2 of these Call-off Terms and Conditions does not apply, the Supplier shall invoice the Authority for Goods at any time following completion of the supply of the Goods in compliance with this Contract.

Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time.

9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of

a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.

9.5 Where the Contract Price is or may become subject to any pricing requirements of any voluntary scheme agreed with government and/or statutory pricing regulation, 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.

9.6 Where the Supplier submits an invoice to the Authority pursuant to Clause 9.3 of this Schedule 2 of these Call-off Terms and Conditions, the Authority will consider and verify that invoice in a timely fashion.

9.7 The Authority shall pay the Supplier any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Authority has determined that the invoice is valid and undisputed.

9.8 Where the Authority fails to comply with Clause 9.7 of this Schedule 2 of these Call-off Terms and Conditions and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Clause 9.7 of this Schedule 2 of these Call-off Terms and Conditions after a reasonable time has passed.

9.9 Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with Clause 26 of this Schedule 2 of these Call-off Terms and Conditions. For the avoidance of doubt, the Authority shall not be in breach of any of its payment obligations under this Contract in relation to any queries or disputed invoice sums unless the process referred to in this Clause 9.9 of this Schedule 2 of these Call-off Terms and Conditions has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Supplier and the Authority has then failed to pay such sum within a reasonable period following such determination.

9.10 Where the Supplier enters into a Sub-contract, the Supplier shall include in that Sub-contract:

9.10.1 provisions having the same effect as Clauses 9.6 to 9.8 of this Schedule 2 of these Call-off Terms and Conditions; and

9.10.2 a provision requiring the counterparty to that Sub-contract to include in any Sub-contract which it awards provisions having the same effect as Clauses 9.6 to 9.8 of this Schedule 2 of these Call-off Terms and Conditions.

In this Clause 9 of this Schedule 2 of these Call-off Terms and Conditions, a "**Sub-contract**" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

9.11 The Authority reserves the right to set-off:

9.11.1 any monies due to the Supplier from the Authority against any monies due to the Authority from the Supplier under this Contract; and

9.11.2 any monies due to Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.

10 Warranties

10.1 The Supplier warrants and undertakes that:

10.1.1 it shall comply with the Framework Agreement;

10.1.2 the Goods shall be suitable for the purposes and/or treatments as referred to in the Specification, be of satisfactory quality, fit for their intended purpose and shall comply with the standards and requirements set out in this Contract;

10.1.3 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification), it will ensure that the Goods comply with requirements five (5) to eight (8), as set out at Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant Goods;

10.1.4 it shall ensure that prior to actual delivery to the Authority the Goods are manufactured, stored and/or distributed using reasonable skill and care and in accordance with Good Industry Practice;

10.1.5 without prejudice to the generality of the warranty at 10.1.4 of this Schedule 2 of these Call-off Terms and Conditions, it shall ensure that, the Goods are manufactured, stored and/or distributed in accordance with good manufacturing practice and/or good distribution practice, as may be defined under any Law and/or Guidance relevant to the Goods, and in accordance with any specific instructions of the manufacturer of the Goods;

10.1.6 it shall ensure that all facilities used in the manufacture, storage and distribution of the Goods are kept in a state and condition necessary to enable the Supplier to comply with its obligations in accordance with this Contract;

10.1.7 it has, or the manufacturer of the Goods has, manufacturing and warehousing capacity sufficient to comply with its obligations under this Contract;

10.1.8 it will ensure sufficient stock levels to comply with its obligations under this Contract;

10.1.9 it shall ensure that the transport and delivery of the Goods mean that they are delivered in good and useable condition;

10.1.10 where the Goods are required to be stored at a certain temperature, it shall provide, or shall procure the provision of, complete and accurate temperature records for each delivery of the Goods during the period of transport and/or storage of the Goods from the point of manufacture to the point of delivery to the Authority;

10.1.11 where there is any instruction information, including without limitation patient information leaflets, that accompany the Goods, it shall provide a sufficient number of copies to the Authority and provide updated copies should the instruction information change at any time during the Term;

10.1.12 all Goods delivered to the Authority shall comply with any shelf life requirements set out in the Specification;

10.1.13 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Contract and/or under Law and/or Guidance (including but not limited to the requirements of the Licensing Authority and the Department of Health and Social Care) and shall at all times comply with such quality controls and processes and make available to the Authority and/or the Department of Health and Social Care on demand the results of such quality control monitoring;

10.1.14 it shall not make any significant changes to its system of quality controls and processes in relation to the Goods without notifying the Authority in writing at least twenty one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);

10.1.15 it shall not make any significant changes to the Goods without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed;

10.1.16 any equipment it uses in the manufacture, delivery, or installation of the Goods shall comply with all relevant Law and Guidance, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification;

10.1.17 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law and Guidance, the Supplier shall comply fully with such notification and/or approval requirements;

10.1.18 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to supply the Goods;

10.1.19 receipt of the Goods by or on behalf of the Authority and use of the Goods or of any other item or information supplied, or made available, to the Authority will not infringe any third party rights, to include without limitation any Intellectual Property Rights;

10.1.20 it will comply with all Law, Guidance and Policies in so far as is relevant to the supply of the Goods;

10.1.21 it will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the Goods and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;

10.1.22 it shall:

(i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains: and

(ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains; and

10.1.23 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this Clause 10.1.23 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy;

10.1.24 it will promptly respond to all requests for information regarding this Contract and the Goods at the frequency and in the format that the Authority may reasonably require;

10.1.25 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification, the Terms of Offer and/or Order Form) and all accompanying materials is accurate;

10.1.26 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;

10.1.27 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;

10.1.28 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;

10.1.29 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;

10.1.30 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;

10.1.31 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract;

10.1.32 where a court (or other competent authority) makes a finding or determination that any of the Intellectual Property Rights required for the purposes of supplying the Goods is invalid or unenforceable for whatever reason, it will promptly notify the Authority of the same; and

10.1.33 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.

10.2 Where the sale, manufacture, assembly, importation, storage, distribution, supply, delivery, or installation of the Goods under this Contract relates to medical devices and/or medicinal products (both as defined under any relevant Law and Guidance), the Supplier warrants and undertakes that it will comply with any such Law and Guidance relating to such activities in relation to such medical devices and/or medicinal products. In particular, but without limitation, the Supplier warrants that:

10.2.1 at the point such Goods are supplied to the Authority, all such Goods which are medical devices shall have valid CE marking as required by Law and Guidance and that all relevant marking, authorisation, registration, approval and documentation requirements as required under Law and Guidance relating to the sale, manufacture, assembly, importation, storage, distribution, supply, delivery, or installation of such Goods shall have been complied with. Without limitation to the foregoing provisions of this Clause 10.2 of this

Schedule 2 of these Call-off Terms and Conditions, the Supplier shall, upon written request from the Authority, make available to the Authority evidence of the grant of such valid CE marking (where applicable), and evidence of any other authorisations, registrations, approvals or documentation required;

10.2.2 at the point such Goods are supplied to the Authority, all such Goods which are medicinal products shall have a valid marketing authorisation issued by the Licensing Authority and as required by Law and Guidance in order to supply the Goods to the Authority and that all relevant authorisation, labelling, registration, approval and documentation requirements as required under Law and Guidance relating to the sale, manufacture, assembly, importation, storage, distribution, supply or delivery of such Goods shall have been complied with. Without limitation to the foregoing provisions of this Clause 10.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall, upon written request from the Authority, make available to the Authority evidence of the grant of any required valid marketing authorisation, and evidence of any other authorisations, labelling, registrations, approvals or documentation required; and

10.2.3 it shall maintain, and no later than any due date when it would otherwise expire, obtain a renewal of, any authorisation, registration or approval (including without limitation CE marking (where applicable) and/or marketing authorisation) required in relation to the Goods in accordance with Law and Guidance until such time as the Goods expire or the Authority notifies the Supplier in writing that it has used or disposed of all units of the Goods supplied under this Contract.

10.3 If the Supplier is in breach of Clause 10.2 of this Schedule 2 of these Call-off Terms and Conditions, then, without prejudice to any other right or remedy of the Authority, the Authority shall be entitled to reject and/or return the Goods and the Supplier shall, subject to Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions, indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings suffered or incurred by the Authority as a result of such breach.

10.4 The Supplier agrees to use reasonable endeavours to assign to the Authority upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods in full or part.

10.5 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Terms of Offer shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Terms of Offer.

10.6 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.

10.7 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

10.7.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and

10.7.2 promptly provide to the Authority:

(i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

10.8 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 of these Call-off Terms and Conditions have been breached or there is a risk that any warranties may be breached.

10.9 Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

11 Intellectual property

11.1 Unless specified otherwise in the Specification, the Supplier hereby grants to the Authority, for the life of the use of Goods by the Authority, an irrevocable, royalty-free, non-exclusive licence of any Intellectual Property Rights required for the purposes of receiving and using, and to the extent necessary to receive and use, the Goods (to include any associated technical or other documentation and information supplied or made accessible to the Authority in any media) in accordance with this Contract.

12 Indemnity

12.1 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

12.1.1 any injury or allegation of injury to any person, including injury resulting in death;

12.1.2 any loss of or damage to property (whether real or personal); and/or

12.1.3 any breach of Clause 10.1.19 and/or Clause 11 of this Schedule 2 of these Call-off Terms and Conditions;

that arise or result from the Supplier's negligent acts or omissions or breach of contract in connection with the performance of this Contract including the supply of the Goods, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority.

12.2 Liability under Clauses 12.1.1 and 12.1.3 of this Schedule 2 of these Call-off Terms and Conditions and Clause 2.5 of Schedule 3 of these Call-off Terms and Conditions shall be unlimited. Liability under Clauses 4.9.4, 10.3 and 12.1.2 of this Schedule 2 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 18 of this Schedule 2 of these Call-off Terms and Conditions.

12.3 In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:

12.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or

12.3.2 relating to the Authority's membership of any indemnity and/or risk pooling arrangements.

Such transfer shall be subject to the Parties agreeing appropriate terms for such conduct of the third party claim by the Supplier (to include, without limitation, the right of the Authority to be informed and consulted on the ongoing conduct of the claim following such transfer and any reasonable cooperation required by the Supplier from the Authority).

13 Limitation of liability

13.1 Nothing in this Contract shall exclude or restrict the liability of either Party:

13.1.1 for death or personal injury resulting from its negligence;

13.1.2 for fraud or fraudulent misrepresentation; or

13.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law.

13.2 Subject to Clauses 12.2, 13.1, 13.3 and 13.5 of this Schedule 2 of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Goods.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

13.3.1 extra costs incurred purchasing replacement or alternative goods;

13.3.2 costs incurred in relation to any product recall;

13.3.3 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;

13.3.4 the costs of extra management time; and/or

13.3.5 loss of income due to an inability to provide health care services,

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

13.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.

13.5 If the total Contract Price paid or payable by the Authority to the Supplier over the Term:

13.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with one million pounds (£1,000,000);

13.5.2 is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million

pounds (£5,000,000) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with three million pounds (£3,000,000);

13.5.3 is equal to, exceeds or will exceed ten million pounds (£10,000,000), but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and

13.5.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed to have been deleted and replaced with one hundred and five percent (105%).

13.6 Clause 13 of this Schedule 2 of these Call-off Terms and Conditions shall survive the expiry of or earlier termination of this Contract for any reason.

14 Insurance

14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 of these Call-off Terms and Conditions and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and product liability in accordance with Good Industry Practice with (in each case) the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.

14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements specified in the Framework Agreement, if any.

14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 of these Call-off Terms and Conditions on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.

14.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.

14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.

14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 of these Call-off Terms and Conditions and/or the provisions of the Framework Agreement are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

14.7 Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.

15 Term and termination

15.1 This Contract shall commence on the Commencement Date and unless terminated
earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.

15.2 The Authority shall:

15.2.1 subject to Clause 15.2.2 of this Schedule 2 of these Call-off Terms and Conditions, be entitled to extend the Term on one or more occasions by giving the Supplier written notice no less than three (3) months prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term referred to in the Key Provisions; or

15.2.2 where the Term or any extension of the Term expires at a date the same as or after expiry of the Framework Agreement (including any extensions of the Framework Agreement in accordance with its terms), only be entitled to extend the Term with the prior written

agreement of the Supplier, such agreement not to be unreasonably withheld or delayed.

15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.9 of this Schedule 2 of these Call-Off Terms and Conditions, any breach of any payment obligations under this Contract), the non-breaching Party shall, without prejudice to its other rights and remedies under this Contract, issue notice of the breach and allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Contract in accordance with Clause 15.4.2 of this Schedule 2 of these Call-off Terms and Conditions. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:

15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;

15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,

shall be deemed, for the purposes of Clause 15.4.2 of this Schedule 2 of these Call-off Terms and Conditions, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.

15.4 Either Party may terminate this Contract forthwith by notice in writing to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:

15.4.1 not capable of remedy; or

15.4.2 in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.

15.5 The Authority may terminate this Contract forthwith by notice in writing to the Supplier:

15.5.1 if the Supplier, or any third party guaranteeing the obligations of the Supplier under this Contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;

15.5.2 if the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Authority;

15.5.3 if the Supplier purports to assign, subcontract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 35.1 of this Schedule 2 of these Call-off Terms and Conditions;

15.5.4 pursuant to and in accordance with any termination rights set out in any Key Provisions and Clauses 1.5, 15.6, 27.8, 29.2, 29.4, 30.2 and 34.2 of this Schedule 2 of these Call-off Terms and Conditions;

15.5.5 if the warranty given by the Supplier pursuant to Clause 10.7 of this Schedule 2 of these Call-off Terms and Conditions is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.7 of this Schedule 2 of these Call-off Terms and Conditions, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.7 of this Schedule 2 of these Call-off Terms and Conditions that in the reasonable opinion of the Authority are acceptable; or

15.5.6 where a court (or other competent authority) or the Authority (acting reasonably) makes a finding or determination that any of the Intellectual Property Rights required for the purposes of supplying the Goods is invalid or unenforceable for whatever reason; or

15.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Contract and/or any material Sub-contractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of this Contract to the Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:

15.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Contract on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;

15.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 of this Schedule 2 of these Call-off Terms and Conditions in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Contract by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and

15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process (as set out in Clause 26.3 of this Schedule 2 of these Call-off Terms and Conditions) shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4.1 of this Schedule 2 of these Call-off Terms and Conditions.

In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 15.6 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

15.7 The Authority may terminate this Contract forthwith by notice in writing to the Supplier where:

15.7.1 the Contract has been substantially amended to the extent that the Regulations require a new procurement procedure;

15.7.2 the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Regulations from the procurement procedure leading to the award of the Contract;

15.7.3 a court of competent jurisdiction determines that the Contract should not have been awarded to the Supplier due to a breach of the Regulations (or similarly applicable legislation); or

15.7.4 there has been a failure by the Supplier and/or one of its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Supplier's Sub-contractors, the Authority may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative to the Authority terminating this Contract under this Clause 15.7.4.

15.8 If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract in accordance with Clause 15.5.1 to Clause 15.5.3 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed mutual termination rights and the Supplier may terminate this Contract forthwith by notice in writing to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.

16 Consequences of expiry or earlier termination of this Contract

16.1 Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for the Goods which have been supplied by the Supplier and not rejected by the Authority in accordance with this Contract prior to expiry or earlier termination of this Contract.

16.2 The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract, as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.

16.3 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.

16.4 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

16.5 The expiry or earlier termination of the Framework Agreement shall not affect this Contract. For the avoidance of doubt, any obligations set out in the Framework Agreement that form part of this Contract shall continue to apply for

the purposes of this Contract notwithstanding any termination of the Framework Agreement.

17 Suspension of Supplier's appointment

17.1 Without prejudice to the Authority's rights to terminate this Contract, if a right for the Authority to terminate this Contract arises (irrespective of whether the circumstances leading to such right are capable of remedy) in accordance with Clause 20 of this Schedule 2 of these Call-off Terms and Conditions, the Authority may suspend the Supplier's appointment under this Contract by giving notice in writing to the Supplier.

17.2 If the Authority provides notice to the Supplier in accordance with Clause 17.1 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time provided that such suspension shall be lifted where:

17.2.1 the circumstances leading to the Authority's right to terminate this Contract have been remedied;

17.2.2 the Authority has satisfied itself that the risk and/or impact of the circumstances giving rise to the Authority's right to terminate this Contract no longer requires such suspension; or

17.2.3 the Authority exercises its rights to terminate this Contract in accordance with Clause 20 of this Schedule 2 of these Call-off Terms and Conditions.

18 Packaging, identification and end of use

18.1 The Supplier shall comply with all obligations imposed on it by Law relevant to the Goods in relation to packaging, identification, and obligations following end of use by the Authority.

18.2 Unless otherwise specified in the Specification or otherwise agreed with the Authority in writing, the Goods shall be securely packed in trade packages of a type normally used by the Supplier for commercial deliveries of the same or similar goods either in retail or in bulk quantities within the United Kingdom.

18.3 Unless otherwise (a) specified in the Specification; (b) agreed with the Authority in writing; or (c) required to comply with any regulatory requirements, the following details shall be shown on the outside of every package:

18.3.1 a description of the Goods which shall include, without limitation, the weight of the Goods where available and any order number allocated to the Goods by the Authority and/or the Supplier;

18.3.2 the quantity in the package where available;

18.3.3 any special directions for storage;

18.3.4 the expiry date of the contents where applicable;

18.3.5 the batch number; and

18.3.6 the name and address of the manufacturer of the Goods and the Supplier.

18.4 All Goods that customarily bear any mark, tab, brand, label, serial numbers or other device indicating place of origin, inspection by any government or other body or standard of quality must be delivered with all the said marks, tabs, brands, labels, serial numbers or other devices intact. Without prejudice to the generality of the foregoing, the Supplier shall label all Goods supplied to the Authority, and the packaging of such Goods, to highlight environmental and safety information as required by applicable Law.

18.5 Unless otherwise set out in the Specification or agreed with the Authority in writing, the Supplier shall collect without charge any returnable containers (including pallets) within twenty one (21) days of the date of the relevant delivery. Empty containers not so removed may be returned by the Authority at the Supplier's expense or otherwise disposed of at the Authority's discretion. The Supplier shall credit the Authority in full for any containers for which the Authority has been charged upon their collection or return.

19 Coding requirements

19.1 Unless otherwise confirmed and/or agreed by the Authority in writing and subject to Clause 19.1 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall ensure full compliance with any Guidance issued by the Department of Health and Social Care in relation to adoption of GS1 and PEPPOL standards (to include without limitation any supplier compliance timeline and other policy requirements published by the Department of Health and Social Care in relation to the adoption of GS1 and PEPPOL standards for master data provision and exchange, barcode labelling and purchase-to-pay transacting).

19.2 Once compliance with any published timelines has been achieved by the Supplier pursuant to Clause 19.1 of this Schedule 2 of these Call-off Terms and Conditions the Supplier shall, during the Term, maintain the required level of compliance relating to the Goods in accordance with any requirements and Guidance referred to as part of this Contract.

19.3 Once product information relating to Goods is placed by the Supplier into a GS1 certified data pool, the Supplier shall, during the Term, keep such information updated with any changes to the product data relating to the Goods.

20 Sustainable development

20.1 The Supplier shall comply in all material respects with applicable environmental, social and labour Law requirements in force from time to time in relation to the Goods. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification. Without prejudice to the generality of the foregoing, the Supplier shall:

20.1.1 comply with all Policies and/or procedures and requirements set out in the Specification in relation to any stated environmental, social and labour requirements, characteristics and impacts of the Goods and the Supplier's supply chain;

20.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Goods being supplied and as proportionate to the nature and scale of the Supplier's business operations; and

20.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause 20.1.2 of this Schedule 2 of these Call-off Terms and Conditions.

20.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 20 of this Schedule 2 of these Call-off Terms and Conditions.

21 Electronic product information

21.1 Where requested by the Authority, 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.

21.2 The Supplier warrants that the Product Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information shall 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 Clause 21 of this Schedule 2 of these Call-off Terms and Conditions.

21.3 If 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.

21.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and any Intellectual Property Rights in the Product Information for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant

to the Authority's contracts from time to time. Subject to Clause 21.5 of this Schedule 2 of these Call-off Terms and Conditions, no obligation to illustrate or advertise the Product Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 21.4 of this Schedule 2 of these Call-off Terms and Conditions.

21.5 The Authority may reproduce for its sole use the Product Information provided by the Supplier in the Authority's product catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.

21.6 Before any publication of the Product Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's 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 21.6 of this Schedule 2 of these Call-off Terms and Conditions or otherwise under the terms of this Contract.

21.7 The Supplier shall indemnify the Authority from against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Authority arising out of or in connection with the Product Information save for where this is a result of the Authority's wilful or negligent misrepresentation of the Product Information.

21.8 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification or otherwise under Clause 2.4 of Schedule 2 of these Call-off Terms and Conditions, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

22 Sales information

22.1 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 supplied by the Supplier to the Authority pursuant to this Contract. The frequency, format and level of detail to be included in such statements shall be as specified by the Authority in the Order (or, if no such description is set out in or attached to the Order, as set out in or attached to any documentation inviting the Supplier to tender for the appointment to supply the Goods.

22.2 The Supplier shall keep at its normal place of business detailed, accurate and up to date records of the amount and value of the Goods sold by it to any Authority on or after the date of this Contract and pursuant to this Contract together with accurate details of the identity of the Authority to which such goods were sold. Subject to any other auditing process being agreed between the Authority and the Supplier the Authority shall be entitled on reasonable notice to enter the Supplier's premises 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 22.1 of this Schedule 2 of these Call-off Terms and Conditions is accurate and complete.

23 Accidents and Untoward Incidents

23.1 When delivering the Goods at the Authority's premises, the Supplier shall procure that its employees are aware of the nature of the hospitals/units and NHS Trusts and other such bodies and the special care they should have for patients generally.

23.2 The Supplier is responsible for instituting a safe system of working in these circumstances and should take particular care that vehicles or equipment are not left open or unattended. In the event of an accident or an untoward incident the Supplier and/or his employee(s) will be required to submit a report of the occurrence to the authorised officer.

24 Training

24.1 If requested by the Authority, the Supplier shall as soon as reasonably practicable and at the Supplier's expense provide reasonable assistance to the Authority in the training of such persons as the Authority may reasonably specify in the use of the Goods.

25 Change management

25.1 The Supplier acknowledges to the Authority that the Authority's requirements for the Goods may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification, as may be requested by the Authority from time to time.

25.2 Any change to the Goods or other variation to this Contract shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

26 Dispute resolution

26.1 During any dispute, including a dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).

26.2 In the case of a dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute and follow the procedure set out in Clause 26.3 of this Schedule 2 of these Call-off Terms and Conditions as the first stage of the Dispute Resolution Procedure

26.3 If any dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the dispute. The Parties shall first seek to resolve the dispute by escalation in accordance with the management levels as set out in Clause 6 of the Key Provisions. Respective representatives at each level, as set out in Clause 6 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the dispute before escalating the matter to the next level until all levels have been exhausted. Level 1 will commence on the date of service of the dispute notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

26.4 If the procedure set out in Clause 26.3 of this Schedule 2 of these Call-off Terms and Conditions has been exhausted and fails to resolve such dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 26 of this Schedule 2 of these Call-off Terms and Conditions, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

26.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 26.4 of this Schedule 2 of these Call-off Terms and Conditions or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

26.6 Nothing in this Contract shall prevent:

26.6.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the supply of the Goods; or

26.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients or the security of Confidential Information, pending resolution of the relevant dispute in accordance with the Dispute Resolution Procedure.

26.7 Clause 26 of this Schedule 2 of these Call-off Terms and Conditions shall survive the expiry of or earlier termination of this Contract for any reason.

27 Force majeure

27.1 Subject to Clause 27.2 of this Schedule 2 of these Call-off Terms and Conditions neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.

27.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 27 of this Schedule 2 of these Call-off Terms and Conditions and will not be considered to be in default or liable for breach of any obligations under this Contract if:

27.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2 of these Call-off Terms and Conditions;

27.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and

27.2.3 the Supplier has complied with the procedural requirements set out in Clause 27 of this Schedule 2 of these Call-off Terms and Conditions.

27.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.

27.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.

27.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

27.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.

27.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.

27.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract on service of written notice on the Supplier.

27.9 Following such termination in accordance with Clause 27.8 of this Schedule 2 of these Call-off Terms and Conditions and subject to Clause 27.10 of this Schedule 2 of these Call-off Terms and Conditions, neither Party shall have any liability to the other.

27.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 27.8 of this Schedule 2 of these Call-off Terms and Conditions shall continue in full force and effect unless otherwise specified in this Contract.

28 Records retention and right of audit

28.1 Subject to any statutory requirement and Clause 28.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.

28.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Contract.

28.3 The Authority shall have the right to audit the Supplier's compliance with this Contract. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier's compliance with its obligations under this Contract.

28.4 Should the Supplier sub-contract any of its obligations under this Contract, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Contract that are sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.

28.5 The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Contract for the purposes of:

28.5.1 the examination and certification of the Authority's accounts; or

28.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.

28.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 28 of this Schedule 2 of these Call-off Terms and Conditions does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

28.7 The Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Contract.

28.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier's compliance with the requirements of this Contract.

29 Conflicts of interest and the prevention of fraud

29.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.

29.2 The Authority reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this Clause 29.2 of this Schedule 2 of these Call-off Terms and Conditions shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.

29.3 The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

29.4 If the Supplier or its Staff commits Fraud the Authority may terminate this Contract and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.

30 Equality and human rights

30.1 The Supplier shall:

30.1.1 ensure that (a) it does not, whether as employer or as supplier of the Goods, and any associated services engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or supplier of the Goods and any associated services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

30.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate 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; and

30.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 30 of this Schedule 2 of these Call-off Terms and Conditions.

30.2 If the Supplier fails to comply with the provisions of Clause 30.1 and/or contravenes the Equality Legislation, the Authority may terminate this Framework Agreement and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.

30.3 The Supplier shall indemnify the Authority against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Authority arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Legislation due directly or indirectly to any act or omission by the Supplier, its agents, employees or sub-contractors.

30.4 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 30 of this Schedule 2 of these Call-off Terms and Conditions.

31 Notice

31.1 Subject to Clause 26.5 of Schedule 2 of these Call-off Terms and Conditions, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Order Form or such other person as one Party may inform the other Party

in writing from time to time or to a director of the relevant Party at the head office, main UK office or registered office of such Party.

31.2 A notice shall be treated as having been received:

31.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or

31.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or

31.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

32 Assignment, novation and sub-contracting

32.1 In this Clause 32 of this Schedule 2 of these Call-off Terms and Conditions, a "**Sub-contract**" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

32.2 The Supplier shall not, except where Clause 32.3 of this Schedule 2 of these Call-off Terms and Conditions applies, assign, sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority, such consent not to be unreasonably withheld or delayed. If the Supplier sub-contracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall for the purposes of this Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.

32.3 Notwithstanding Clause 32.1 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier may assign to a third party ("**Assignee**") the right to receive payment of any sums due and owing to the Supplier under this Contract for which an invoice has been issued. Any assignment under this Clause 32.3 of this Schedule 2 of these Call-off Terms and Conditions shall be subject to:

32.3.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.11 of this Schedule 2 of these Call-off Terms and Conditions;

32.3.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;

32.3.3 the Authority receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee's contact information and bank account details to which the Authority shall make payment;

32.3.4 the provisions of Clause 9 of this Schedule 2 of these Call-off Terms and Conditions continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and

32.3.5 payment to the Assignee being full and complete satisfaction of the Authority's obligation to pay the relevant sums in accordance with this Contract.

32.4 Any authority given by the Authority for the Supplier to sub-contract any of its obligations under this Contract shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this Contract.

32.5 Where the Supplier enters into a Sub-contract in respect of any of its obligations under this Contract relating to the manufacture, supply, delivery or installation of or training in relation to the Goods, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Authority in writing, which:

32.5.1 contain at least equivalent obligations as set out in this Contract in relation to such manufacture, supply, delivery or installation of or training in relation to the Goods to the extent relevant to such sub-contracting;

32.5.2 contain at least equivalent obligations as set out in this Contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law and Guidance and record keeping;

32.5.3 contain a prohibition on the Sub-contractor sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);

32.5.4 contain a right for the Authority to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this Contract;

32.5.5 requires the Supplier or other party receiving goods under the contract to consider and verify invoices under that contract in a timely fashion;

32.5.6 provides that is the Supplier or other party fails to consider and verify an invoice in accordance with Clause 32.5.5 of this Schedule 2 of these Call-of Terms and Conditions, the invoice shall be regarded as valid and undisputed for the purpose of Clause 32.5.7 of this Schedule 2 of these Call-off Terms and Conditions after a reasonable time has passed;

32.5.7 requires the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;

32.5.8 permitting the Supplier to terminate, or procure the termination of, the relevant Sub-contract in the event the Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour Law where the Supplier is required to replace such Sub-contractor in accordance with Clause 15.7.4 of this Schedule 2 of these Call-off Terms and Conditions;

32.5.9 permitting the Supplier to terminate, or procure the termination of, the relevant Sub-contract where the Supplier is required to replace such Sub-contractor in accordance with Clause 32.6 of this Schedule 2 of these Call-off Terms and Conditions; and

32.5.10 requires the Sub-contractor to include a clause to the same effect as this Clause 32.5 of this Schedule 2 of these Call-off Terms and Conditions in any Sub-contract which it awards.

32.6 Where the Authority considers the grounds for exclusion under Regulation 57 of the Regulations apply to any Sub-contractor then:

32.6.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or

32.6.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Supplier shall comply with such a requirement.

32.7 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed. Where the Authority pays the Supplier's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Supplier shall use its reasonable endeavours to pay its relevant Sub-contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.

32.8 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Goods and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.

32.9 The Supplier shall also include in every Sub-contract:

32.9.1 a right for the Supplier to terminate that Sub-contract if the relevant Sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

32.9.2 a requirement that the Sub-contractor includes a provision having the same effect as Clause 32.9.1 of this Schedule 2 of these Call-off Terms and Conditions in any Sub-contract which it awards.

32.10 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

33 Other participants

33.1 The Authority reserves the right to include within the Contract the requirements of any other healthcare establishments outside the boundaries of the National Health Service (such healthcare establishments being as specified in the Contract) and the Supplier shall be required to supply the Goods on the same terms as quoted in the Contract it being the intention of the Parties that Goods supplied hereunder are for consumption and not for resale only by such other healthcare establishments as are referred to in the relevant Order. The Supplier will only be required to make a delivery to any such other healthcare establishment outside of the UK by separate agreement with the Authority.

34 Prohibited Acts

34.1 The Supplier warrants and represents that:

34.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):

(i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or

(ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and

34.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

34.2 If the Supplier or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Authority:

34.2.1 the Authority shall be entitled:

(i) to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;

(ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and

(iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

34.2.2 any termination under Clause 34.2.1 of this Schedule 2 of these Call-off Terms and Conditions shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

34.2.3 notwithstanding Clause 26 of this Schedule 2 of these Call-off Terms and Conditions, any dispute relating to:

(i) the interpretation of Clause 34 of this Schedule 2 of these Call-off Terms and Conditions; or

(ii) the amount or value of any gift, consideration or commission,

shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

35 General

35.1 Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.

35.2 Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right.

35.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

35.4 Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

35.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.

35.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.

35.7 The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by general law, or by any other contract or document. In this Clause 35.7 of this Schedule 2 of these Call-off Terms and Conditions, right includes any power, privilege, remedy, or proprietary or security interest.

35.8 A person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.

35.9 This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Supplier and the Authority relating to the supply of the Goods to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Contract shall form part of this Contract.

35.10 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

35.11 Subject to Clause 26 of this Schedule 2 of these Call-off Terms and Conditions, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.

35.12 All written and oral communications and all written material referred to under this Contract shall be in English.

Schedule 3 of these Call-off Terms and Conditions

Information and Data Provisions

1 Confidentiality

1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of Clause 1 of this Schedule 3 of these Call-off Terms and Conditions, each Party ("**Recipient**") 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:

1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;

1.1.2 the provisions of Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall not apply to any Confidential Information:

(i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;

(ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

(iii) which is authorised for disclosure by the prior written consent of the Discloser;

(iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or

(v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.

1.2 The Recipient shall be entitled to disclose the Confidential Information of the Discloser where:

1.2.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 3 of this Schedule 3 of these Call-off Terms and Conditions shall apply to disclosures required under the FOIA or the Environmental Regulations;

1.2.2 the need for such disclosure arises out of or in connection with:

(i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Contract;

(ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Goods and/or Services provided under this Contract; or

(iii) the conduct of a Central Government Body review in respect of this Contract; or

(iv) the Recipient has reasonable grounds to believe that the Discloser is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

1.3 The Authority may disclose the Confidential Information of the Supplier:

1.3.1 on a confidential basis to any Central Government Body or other Contracting Authority for any proper purpose of the Authority or of the relevant Central Government Body or other Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);

1.3.2 to Parliament and any Parliamentary Committees or if required by any Parliamentary reporting requirement;

1.3.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

1.3.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 1.3.2 (including an authorised benchmarking organisation) for any purpose relating to or connected with this Contract;

1.3.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or

1.3.6 to a proposed transferee, assignee or novatee of, or successor in title to the Authority,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or Clause 1 of this Schedule 3 of these Call off Terms and Conditions.

1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority 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 of these Call-off Terms and Conditions as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.

1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.

1.6 Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall remain in force:

1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and

1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 Data protection

2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

2.2 To the extent that the nature of this Contract means that the Parties are acting both as Controllers, each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:

2.2.1 implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation;

2.2.2 be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the

nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control;

2.2.3 where appropriate, promptly refer to the other Party any requests, from (i) Data Subjects in regards to the right of access to Personal Data by that Data Subject in accordance with the Data Protection Legislation; (ii) the Information Commissioner; or (iii) any other law enforcement authority and to the extent it is reasonable and practical to do so consult with the other Party (for the avoidance of doubt at no additional cost) before responding to such request.

2.3 Where Personal Data is shared between the Parties, each acting as Controller:

2.3.1 the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 2 of this Schedule 3 of these Call-off Terms and Conditions;

2.3.2 the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 2 of this Schedule 3 of these Call-off Terms and Conditions; and

2.3.3 where the Data Recipient is in breach of its obligations under this Schedule 3 of these Call-off Terms and Conditions and the Data Protection Legislation, the Data Transferor may temporarily suspend the transfer of the Personal Data to the Data Recipient until the breach is repaired.

2.4 The Supplier and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

2.5 The Supplier shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the

Supplier's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

3 Freedom of Information and Transparency

3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA and Environmental Regulations. The Supplier agrees:

3.2.1 that this Contract and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA and Environmental Regulations;

3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA and Environmental Regulations is a decision solely for the Authority;

3.2.3 that where the Supplier receives a request for information under the FOIA and Environmental Regulations and the Supplier itself is subject to the FOIA and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;

3.2.4 that where the Supplier receives a request for information under the FOIA and Environmental Regulations and the Supplier is not itself subject to the FOIA and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;

3.2.5 that the Authority, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and

3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all

information requested by the Authority within five (5) Business Days of that request and without charge.

3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and Environmental Regulations, the content of this Contract is not Confidential Information.

3.4 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and Environmental Regulations.

3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3 of these Call-off Terms and Conditions, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.

3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3 of these Call-off Terms and Conditions, as if such Sub-contractor were the Supplier.

4 Information Security

4.1 Without limitation to any other information governance requirements set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall:

4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and

4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.

Schedule 4 of these Call-off Terms and Conditions

Definitions and Interpretations

1 Definitions

1.1 In this Contract the following words shall have the following meanings unless the context requires otherwise:

"Authority"	means the authority named on the Order Form;
"Authority's Obligations"	means the Authority's further obligations, if any, referred to in the Specification and/or the Order Form;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to supply the Goods including an influenza pandemic, EU Exit and any Force Majeure Event;
"Business Continuity Plan"	means the Supplier's business continuity plan which includes its plans for continuity of the supply of the Goods during a Business Continuity Event;
"Business Day"	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
"Call-off Terms and Conditions"	means these Call-off Terms and Conditions for the supply of Goods;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency.
"Commencement Date"	means the date of the Order Form;

"Confidential Information"	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is: (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet;
"Contract"	means the Order Form, the provisions on the front page and all Schedules of these Call-off Terms and Conditions, the Specification, the Offer and the applicable provisions of the Framework Agreement;
"Contracting Authority"	means any contracting authority as defined in Regulation 3 of the Regulations (as amended), other than the Authority;
"Contract Manager"	means for the Authority and for the Supplier the individuals specified in the Order Form or as otherwise agreed between the Parties in writing or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2 of these Call-off Terms and Conditions;
"Controller"	shall have the same meaning as set out in the GDPR;
"Contract Price"	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract calculated in accordance with the provisions of the Framework Agreement and as confirmed in the Order Form;
"Data Protection Legislation"	means (i) the Data Protection Act 1998 or, from the date it comes into force, the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national

	implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy;
"**Data Recipient**"	means the Controller who agrees to receive Personal Data from the Data Transferor for further Processing in accordance with Schedule 3 of these Call-off Terms and Conditions;
"Data Subject"	shall have the same meaning as set out in the GDPR;
"**Data Transferor**"	means that Controller who transfers the relevant Personal Data;
"Defective Goods"	has the meaning given under Clause 4.6 of Schedule 2 of these Call-off Terms and Conditions;
"Delivery Times"	has the meaning given under Clause 8.1 of Schedule 1 of these Call-off Terms and Conditions;
"Dispute Resolution Procedure"	means the process for resolving disputes as set out in Clause 26 of Schedule 2 of these Call-off Terms and Conditions;
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
"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;
"Environmental Regulations"	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;

"eProcurement Guidance"	means the NHS eProcurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health and Social Care in connection with it;
"Equality Legislation"	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034), the Human Rights Act 1998 and the National Minimum Wage Regulations 2015 (as amended by the National Minimum Wage (Amendment) Regulations 2016);
"EU Exit"	means the process of the UK leaving the EU pursuant to Article 50 of the Treaty on the Functioning of the European Union and any resulting changes in Law, customs duties and/or tariffs, and/or import/export rules or restrictions;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
"Force Majeure Event"	means any event beyond the reasonable control of the Party in question to include, without limitation: (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Contract; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier

	could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment; (g) compliance with any local law or governmental order, rule, regulation or direction that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to supply the Goods, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and (i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties; but, for the avoidance of doubt, not including EU Exit unless and to the extent that a consequence of EU Exit falls within one of the above defined circumstances;
"Framework Agreement"	means the Framework Agreement referred to in the Order Form;
"Fraud"	means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive

	arrangements to avoid national insurance contributions;
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the manufacture and/or supply of goods similar to the Goods under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations;
"Goods"	means any and all goods, materials or items that the Supplier is required to supply to the Authority under this Contract;
"Guidance"	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Goods, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, Monitor, NHS England, the MHRA, the Care Quality Commission and/or any other regulator or competent body;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Intellectual Property Rights"	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
"Invitation to Offer"	means the document referred to in the Framework Agreement as supplemented by any further information set out and/or referred to in the Order Form and as amended and/or updated in accordance with this Contract;
"Key Provisions"	means the key provisions set out in Schedule 1 of these Call-off Terms and Conditions and/or as part of the Order Form;
"KPI"	means the key performance indicators as set out in the Specification and/or the Order Form, if any;

"Law"	means any applicable legal requirements including without limitation: (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation as applicable in England and Wales; (b) any retained EU law (as defined by section 6(7) of the European Union (Withdrawal) Act 2018); (c) (subject to EU Exit) any applicable European Union directive, regulation, decision or law; (d) (subject to EU Exit) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (e) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (f) requirements set by any regulatory body as applicable in England and Wales; (g) any relevant code of practice as applicable in England and Wales; (h) any relevant collective agreement and/or international law provisions (to include without limitation as referred to in (a) to (f) above).
"Licensing Authority"	means the MHRA or the EMA or such other licensing authority as the Authority shall determine;
"Lots"	means the Goods divided into lots as referred to in the Find a Tender (FTS) Notice;
"MHRA"	means the Medicines and Healthcare products Regulatory Agency;
"NHS"	means the National Health Service;
"Occasion of Tax Non-Compliance"	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or

	the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;
"Offer"	means the offer submitted by the Supplier to the Authority in response to the Invitation to Offer;
"Order Form"	means the order form used by the Participating Authority to place an order in writing for the Goods (such order form being in such form as the Participating Authority and the Supplier shall agree from time to time);
"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"Personal Data"	shall have the same meaning as set out in the GDPR;
"Policies"	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
"Post Delivery Shelf Life"	means the shelf life of the Goods remaining at the point of the completion of the delivery of the Goods in accordance with this Contract (e.g. if the Goods have two (2) years shelf life at the point of the completion of their manufacture and the completion of their delivery under this Contract is at a point six (6) months after the completion of their manufacture, the post-delivery shelf life shall be eighteen (18) months);
"Process"	shall have the same meaning as set out in the GDPR. Processing and Processed shall be construed accordingly;
"Product Information"	means information concerning the Goods as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 21 of

	Schedule 2 of these Call-off Terms and Conditions for inclusion in the Authority's product catalogue from time to time;
"Regulations"	means the Public Contracts Regulations 2015 (SI 2015/102) as amended;
"Rejected Goods"	has the meaning given under Clause 4.2 of Schedule 2 of these Call-off Terms and Conditions;
"Relevant Tax Authority"	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
"Remedial Proposal"	has the meaning given under Clause 15.3 of Schedule 2 of these Call-off Terms and Conditions;
"Requirement to Recall"	has the meaning given under 4.9 of Schedule 2 of these Call-off Terms and Conditions;
"Specification"	means the specification set out in the Framework Agreement as supplemented by any further information set out and/or referred to in the Order Form and as amended and/or updated in accordance with this Contract;
"Staff"	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
"Sub-contract"	means a contract between two or more suppliers at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Framework Agreement;
"Sub-contractor"	means a party to a Sub-contract other than the Supplier;
"Supplier"	means the supplier named on the Order Form;
"Term"	means the term as referred to in the Key Provisions;
"Terms of Offer"	means the document referred to in the Framework Agreement as supplemented by any further information set out and/or referred to in the Order Form and as amended and/or updated in accordance with this Contract;
"Third Party Body"	has the meaning given under Clause 8.5 of Schedule 2 of these Call-off Terms and Conditions; and

"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

1.2 References to any statute or order shall include any statutory extension, modification or re-enactment, and any order, regulation, bye-law or other subordinate legislation.

1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.

1.4 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Contract.

1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.

1.6 Unless set out in the Contract as a chargeable item and subject to Clause 35.6 of Schedule 2 of these Call-off Terms and Conditions, the Supplier shall bear the cost of complying with its obligations under this Contract.

1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.

1.8 Words denoting the singular shall include the plural and vice versa.

1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

1.10 Where there is a conflict between the Supplier's responses to the requirements set out in the Specification and any other part of this Contract, such other part of this Contract shall prevail.

1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.