

## Contract for the supply of

**Discreet Choice Experiment for [REDACTED] – Smarter Spending for Population Health Programme**

Contract Reference No	[REDACTED]
“Buyer” Name & Address	<i>Health Economics Unit, Midlands and Lancashire CSU, Heron House, 120 Grove Road, Stoke on Trent, ST4 4LX</i>
“Supplier” Name & Address	<i>Costello Medical Consulting Limited, Fourth Floor, 50/60 Station Road, Cambridge, CB1 2JH, represented by</i> [REDACTED]

### Details of Goods or Services to be provided:

#### Executive Summary

The Buyer hereby engages the Supplier to conduct a literature review and assist in the production of a dynamic evidence map on the impact of primary and secondary interventions on progression and/or symptoms for patients with chronic obstructive pulmonary disorder (COPD) or patients at risk of COPD. The output will be used by the Buyer as a basis for decisions on the allocation of resources for the COPD care pathway, using the socio-technical allocation of resources (STAR) technique. Subsequently, the Buyer will adapt the results for publication to a high impact journal.

The project will involve the following components:

- Indexing of the 2019 National Institute for Health and Care Excellence (NICE) guidance (NG115: ‘Chronic obstructive pulmonary disease in over 16s: diagnosis and management’) into the evidence map to identify evidence on the impact of primary and secondary pharmacological interventions on COPD progression and/or symptoms
- A targeted umbrella review to identify evidence and populate the evidence map for the impact of behavioural interventions, environmental interventions and interventions targeting the social determinants of health on COPD progression and/or symptoms
- Targeted grey literature searches to identify additional evidence for behavioural, environment and social interventions that may be less well-established and may not yet have a large body of evidence that is captured in a systematic literature review (SLR)
- Production of a technical report
- Targeted searches to aim to identify evidence for key gaps highlighted by the evidence map
- Inclusion of additional articles for full-text review

The total fees for the core components of this project are summarised in the table below (excluding VAT, any other taxes and expenses).

Table 1. Summary of Project Fees	
Project Component 1: Indexing NG115	£ [REDACTED]
Project Component 2: Targeted Umbrella Review	£ [REDACTED]
Project Component 3: Targeted Grey Literature Searches	£ [REDACTED]
Technical Report Write-Up	£ [REDACTED]
Inclusion of Additional Articles for Full-Text Review	£ [REDACTED]
<b>Total</b>	<b>£ 44,167.50</b>

## Project Requirements

### Project Approach

#### Objectives

- To develop and populate a dynamic evidence map for the impact of pharmacological, behavioural, environmental and social interventions for COPD symptoms and/or progression
- To inform decisions on the allocation of resources for the COPD pathway using the STAR technique, and support an exploration of how identified interventions incorporate social determinants of health and issues of inequality
- To build on the Buyer's existing list of behaviour, environmental and social interventions

#### Review Protocol

As the first step of the project, the Supplier will develop a protocol for sign-off by the Buyer. This will detail the development of the evidence map, including the proposed search databases, search terms, eligibility criteria, and screening and indexing processes. The Supplier will implement as many rounds of comments on the protocol as necessary until the Buyer is satisfied.

## Project Component 1: Indexing NG115 to Identify Pharmacological Intervention Data

### Screening Evidence

A single reviewer will screen the 2019 NICE guidance for COPD (NG115) for SLRs on the topic of pharmacological interventions for COPD against the eligibility criteria. An eligibility flowchart will be designed to help the reviewers apply the eligibility criteria.

### Extraction Into Evidence Map

Top-line information from the SLRs deemed to be relevant will be extracted into the evidence map, which will be developed in Microsoft Excel.

The Supplier will first review the existing evidence map template provided by the Buyer and adapt this to the needs of the project. The evidence map will be signed off by the Buyer before indexing of SLRs commenced.

Top-line information to be captured in the evidence map could include:

- Bibliographic details
- Population details
- Study location(s)
- Study design(s)
- Study sizes and number of included studies
- Number of studies informing pooled estimates
- Detail on dose/administration/regimen of intervention(s) and/or comparator(s)
- Quantitative outcome data
- Quality of the SLRs, assessed according to the validated the assessment of multiple systematic reviews (AMSTAR) 2 checklist

Where possible, pooled outcomes reported in the SLRs will be indexed into the evidence map. If no pooled outcomes are available, individually-reported outcomes from the studies included in the SLRs could be extracted if appropriate.

Information will be extracted by a single reviewer, with all information verified by a second independent reviewer. Any discrepancies or missing information identified by the second individual would be discussed by both individuals until a consensus is reached on the information that should be presented in the extraction grid. If necessary, a third individual will be enlisted to arbitrate the final decision.

### Write-Up

The methodology and results of the NG115 indexing will be integrated into the write-up for the wider project. See the Write-Up section within Project Component 2 for further details.

## Project Component 2: Targeted Umbrella Review to Identify Behavioural, Environmental and Social Intervention Data

After considerable scoping of the available evidence, the Supplier will conduct a targeted 'umbrella review' (also known as 'overview of reviews') to identify the best available evidence for informing the STAR analysis and subsequent publication.

An umbrella review uses methods to search for and identify multiple SLRs on related research questions in the same topic area for the purpose of extracting and analysing their results across important outcomes. Umbrella reviews are appropriate when the research question is broader in scope than those examined in individual systematic reviews. The Supplier's scoping identified a high number of recent existing SLRs that assess interventions that fall within the categories of interest for this work (behavioural, environmental, and socio-economic).

While not a systematic approach, given the size of the evidence base, the Supplier believes that this is the most suitable approach for a useful output to be delivered efficiently in terms of both timelines and budgetary requirements.

The approach is as follows:

- Inclusion of only relevant SLR/network meta-analyses (NMAs) or economic evaluations, and not primary research articles
- Electronic database searches
- Review of all titles
- Review of abstracts
- Review of full texts
- Selection of one SLR or economic evaluation for each key intervention or class of interventions for extraction into the evidence map
- Extraction of outcome data that has been pooled across multiple studies, where available
- An optional additional step of conducting further targeted searches to supplement the evidence if any key gaps or weaknesses are identified in the umbrella review

Moreover, this approach will be in alignment with that of Project Component 1, whereby existing SLRs/economic evaluations that informed the most recent NICE guidance will be screened and indexed into an evidence map. Further details are outlined in the following sections.

### Electronic Database Literature Searches

The Supplier will search the following electronic databases:

- MEDLINE, including MEDLINE In-Process, MEDLINE Daily and MEDLINE Epub Ahead of Print
- Embase
- The Cochrane Library:
  - Cochrane Database of Systematic Reviews (CDSR)
- International Network of Agencies for Health Technology Assessment (INAHTA) platform:
  - Health Technology Assessment Database (HTAD)

MEDLINE, MEDLINE In-Process, MEDLINE Epub Ahead of Print and Embase will be searched simultaneously via the Ovid SP platform. CDSR will be searched via The Cochrane Library, via the Wiley Online platform. The HTAD will be searched through the INAHTA platform.

Due to the targeted nature of the approach, grey literature searches will not be conducted.

### Eligibility Criteria

An eligibility flowchart will be designed to help the reviewers apply the eligibility criteria.

## Review Process

The review process will follow accepted methodology for targeted literature reviews, whereby:

- A title screen of all records against the eligibility criteria will be performed by a single senior reviewer
- All records will then be screened based on the abstract by a single reviewer, with a second reviewer checking all included and 25% of excluded articles
- The full texts of included articles will then be screened by a single reviewer, with a second reviewer checking all included and 25% of excluded articles. Supplier may source non-freely available full texts from the Cambridge University Library or purchase articles on the Buyer's behalf and pass through the costs at no mark-up with prior authorisation from the buyer. Alternatively, articles may be acquired by the Buyer and provided to the Supplier.

## Extraction Into Evidence Map

For each intervention or class of interventions identified, pooled outcomes (where possible) from one SLR/NMA or economic evaluation will be extracted into the evidence map. This approach will avoid the double-counting of overlapping studies (i.e., those included in >1 SLR) and will ensure that the evidence with highest relevance to the review question and of the highest quality is prioritised.

Selection will be made based on criteria to be agreed upon in collaboration with the Buyer, and will consider:

- Relevance of included populations (e.g., presence/absence of stratification by Global Initiative for Chronic Obstructive Lung Disease [GOLD] grade)
- Relevance to the UK setting
- Quality of included study types
- Number of included studies and/or pooled participants
- Recency
- Availability of highest priority data (e.g., number needed to treat/relative risk, incremental quality-adjusted life years [QALYs])
- Availability of pooled results

Extractions will be performed for up to 25 interventions or intervention classes (i.e., for up to 25 publications).

Extractions will be conducted in line with the approach outlined in Project Component 1 (Extraction Into Evidence Map).

## Write-Up

Following completion of the evidence map, a technical report that could be adapted for publication of the results will be prepared. The write-up will be prepared in line with the applicable reporting guidance detailed in the Preferred Reporting Items for Systematic Reviews and Meta-Analyses (PRISMA) checklist.

## Technical Report

- Methods, including detailed search strategies
- PRISMA flow diagram of records
- Embedded evidence map

Once a first draft is developed, the Supplier will share this with the Buyer for them to review and provide comments and suggestions. The Supplier will record all comments in a formal comments log and revise the report accordingly, making note of how each comment has been addressed. The Supplier expects up to two drafts to be prepared prior to delivery of the final report but will continue to make revisions to the document until it matches the requirements of the Buyer, and will undertake this work at no extra cost, barring any substantial changes in the scope outlined herein.



The report will undergo a thorough quality control process prior to delivery to ensure that the data included within are fully accurate.

### Authorship for Manuscript

Any Supplier employee who fulfils the first criterion of the International Committee of Medical Journal Editors (ICMJE) criteria (or the relevant journal's authorship criteria) through their work on the literature review would be given the opportunity to review and approve the subsequent publication to fulfil authorship requirements. In the event that several Supplier employees fulfil the first criterion of the ICMJE criteria and there is a need to restrict the number of authors to adhere to journal requirements or client publication policies, the individuals (usually no more than 3) with the highest contributions to the project would be selected as authors for the subsequent publication.

### Risk Management

Predicting the size of the evidence base that a literature review will uncover at the outset of a project can be difficult. The Supplier invests considerable effort in scoping the size of a review at the proposal stage, in order to provide a realistic budget and timelines. However, should substantially more studies than predicted be identified in the review, and it is not possible or desirable for the project budget and/or timelines to be increased, if necessary the Supplier would work closely with the Buyer to adapt the scope of the work required such that it could be completed within the required timelines and within the existing budget.

## Project Component 3: Targeted Grey Literature Searches

In order to ensure that evidence on more recent or less well-established interventions is not missed, Project Component 2 will be supplemented with targeted grey literature searches to:

- Identify additional evidence for behavioural, environment and social interventions that may be less well-established and may not yet have a large body of evidence that is captured in an SLR
- Identify other types of relevant intervention that may not have been captured in an SLR

The list of sources to be searched will be finalised in collaboration with the Buyer at the protocol stage, but will include:

- Last 3 years of up to 5 key congresses, for example:
  - European Respiratory Society (ERS) International Congress (<https://www.ersnet.org/congress-and-events/congress/>)
  - International Conference on COPD and Lung Health (<https://copd.alliedacademies.com/>)
  - International Conference on COPD and Lung Diseases (<https://magnusconferences.com/copd-lung-health/>)
- Last 3 years of up to 10 key COPD websites, including charities, societies, government agencies, guidelines for example:
  - National Health Service (NHS) (<https://www.nhs.uk/conditions/chronic-obstructive-pulmonary-disease-copd/>)
  - World Health Organization (WHO) ([https://www.who.int/news-room/fact-sheets/detail/chronic-obstructive-pulmonary-disease-\(copd\)](https://www.who.int/news-room/fact-sheets/detail/chronic-obstructive-pulmonary-disease-(copd)))
  - GOLD (<https://goldcopd.org/>)
  - British Lung Foundation (<https://www.blf.org.uk/>)
  - COPD Foundation (<https://www.copdfoundation.org/>)
  - British Thoracic Society (<https://www.brit-thoracic.org.uk/quality-improvement/guidelines/copd/>)
- ClinicalTrials.gov (<https://clinicaltrials.gov/>)
- Google/Google Scholar

Searches will be conducted in a time-limited, reproducible manner, and documented within a Microsoft Excel-based search tracker (including search date, search string, number of hits). Search strategies will be prepared for each source based on the specific format and requirements of the source, and will be adapted if necessary to focus or broaden the search, including targeting specific data gaps.

For each search, records will be screened for relevance against the eligibility criteria by a single reviewer. All included articles will be verified by a second independent reviewer.

Included records will be extracted into the evidence map, following the process laid out in Project Component 2: Extraction Into Evidence Map. Extractions will be conducted for up to five additional interventions not identified as part of Project Component 2.

### Please detail when invoices should be submitted to the Buyer by the Supplier:

- [REDACTED] on contract execution (expected August 2022)
- [REDACTED] on provision of the evidence map (expected August 2022)
- [REDACTED] on provision of the final draft of the technical report (expected September 2022)

### Total Contract Value

**£44,167.50 (excluding VAT) plus expenses**

<b>Delivery address</b>	[REDACTED]
<b>Delivery Date</b>	<i>At the end or Before October 2022</i>
<b>Additional Delivery Details</b>	<p><b>Timelines</b></p> <p>Approximate milestones are detailed below.</p> <ul style="list-style-type: none"> <li>• Project initiation: [REDACTED]</li> <li>• Completion of evidence map: [REDACTED]</li> <li>• Completion of technical write-up: [REDACTED]</li> </ul> <p><b>Final Deliverables</b></p> <p>The final deliverables for the project will be:</p> <ul style="list-style-type: none"> <li>• Detailed protocol for the review (Microsoft Word)</li> <li>• Evidence map including top-line characteristics and key results from included articles (Microsoft Excel)</li> <li>• A technical report summarising the results of the evidence map (Microsoft Word)</li> </ul>
<b>Contract Duration (Start and End dates)</b>	<b>Start date: August 2022</b> <b>End Date: November 2022</b>

**For the purposes of this contract the goods/services to be provided will be in accordance with Annex1 Terms and Conditions**

Signed on behalf of the Buyer (MLCSU)	[REDACTED]	Signed on behalf of the Supplier	[REDACTED]
Printed Name	[REDACTED]	Printed Name	[REDACTED]
Job Title	[REDACTED]	Job Title	[REDACTED]
Date of signature	11/08/2022	Date of signature	11-Aug-2022   8:15 PM BST

**The Buyer and the Supplier each accept the terms set out in this contract including its Annex 1.**

**Invoice instructions:**

1. The order number must be quoted on all paperwork and correspondence
2. Each invoice must refer to one order number only
3. Each invoice must be addressed to **NHS Midlands and Lancashire CSU, 0CX Payables M385, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE**
4. Failure to comply with any of the above will result in payment delays and may result in goods/invoices being refused/returned



## Annex 1 Terms and Conditions

### 1. Definitions

1.1 In these terms and conditions:

- a) "Contract" means these terms and conditions and the purchase order to which these terms and conditions apply.
- b) "Force Majeure Event" means an event or occurrence which could not be prevented or foreseen and which is beyond the reasonable control of the party and without its fault or negligence (excluding any industrial disputes such as lockouts, strikes)
- c) "Goods" means the items (if any) which are the subject of the contract.
- d) "Intellectual Property" means any patent registered design, copyright, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- e) "MLCSU" means the person, firm or company who receives the Services under the Contract.
- f) "Services" means the services to be supplied by the Supplier (if any), which are the subject of the Contract.
- g) "Supplier" means the person, firm or company who provide the Services under the Contract.

**2. Terms and Conditions** These terms shall prevail over the Supplier's terms and conditions. No terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgement acceptance of order, invoice or similar document will form part of any contract for the sale and purchase of the Goods and Services.

### 3. Offer and Acceptance

3.1 All quotations or estimates given by the Supplier must be in writing and shall constitute an offer. Acceptance may be made by MLCSU issuing a purchase order number.

### 4. Time of Delivery or Performance

4.1 Any time for delivery or despatch of Goods or completion of Services agreed between the parties in writing shall be met in a timely manner by Supplier in accordance with the dates for delivery set out under the Contract. If the Supplier fails to meet any delivery day, where such failure is due solely to the action or inaction of the Supplier, this could be deemed to be a breach.

4.2 Prior to the date(s) for delivery of any Goods or performance of the Services, the parties (acting reasonably) may agree in writing to alter such date(s), quantities and type of Goods, places for delivery and/or details of the Services. If any such alteration affects the price agreed for the Goods and/or Services the Supplier shall promptly notify MLCSU.

### 5. Statutory Obligations

5.1 The Supplier shall comply with all relevant UK and EU legislation, rules, regulations, by-laws, codes of practice and directives relating to the supply of Goods and Services hereunder.

5.2 The Supplier shall be responsible for the safety of all its staff on MLCSU premises or sites. The Supplier shall co-operate with MLCSU staff and comply with all reasonable instructions whilst at MLCSU sites.

### 6. Price and Payment

6.1 The charges for the Goods or Services shall be as set out in the Contract and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods or Services, including but not limited to the costs of packaging, insurance, delivery, unloading, stacking carriage, royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Staff.

6.2 The Supplier shall submit an invoice for the Services in accordance with the invoicing schedule set out under the Contract.

6.3 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. MLCSU shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods.

6.4 Following Delivery of the Goods or at the agreed point of delivery of Services, the Supplier shall invoice the Buyer as stated within the contract. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods or services supplied in the invoice period.

6.5 Payment terms - NHS organisations comply with the Governments Better Payment Practice Code (BPPC) which is to pay or query all invoices within 30 days from date of receipt.

Invoices received before the goods or services are delivered - the 30 days will start from when the goods or services were delivered.

Goods received and followed by the invoice - the 30 days will start from the date the invoice is received.

6.6 If there is a dispute between the parties as to the amount invoiced, MLCSU shall pay the undisputed amount. The Supplier shall not suspend the supply of the Goods unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 17.3. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.

6.7 If a payment of an undisputed amount is not made by MLCSU by the due date, then MLCSU shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

6.8 The Supplier shall not enter into a sub contract unless agreed at part of the quotation stage

6. If any sum of money is recoverable from or payable by the Supplier in respect of any breach of the Contract that sum may be deducted by MLCSU from any sum then due, or which may come due, upon mutual agreement made in good faith between the parties.

### 7. Termination

7.1 This Contract may be terminated by written notice forthwith:

- a) by either party if the other commits any material or persistent breach of these terms and, where capable of remedy fails to remedy the same within 28 days (unless an alternative timescale is agreed between both parties in writing);
- b) by either party if the other becomes bankrupt or insolvent or any receiver or administrator or similar person is appointed in respect of that party or enters into any arrangement with its creditors;
- c) by either party if they reasonably believe that any of the events mentioned in Clause 7.1 (b) above is about to occur and notifies the other party accordingly; as specified in Clause 14
- d) by MLCSU if the Supplier ceases or threatens to cease to carry on business; or
- e) by MLCSU, if the Supplier fails to deliver or despatch the Goods or complete the Services in accordance with the contract.

7.2 MLCSU shall have the right at any time and for any reason to terminate this Contract in whole or in part by giving the Supplier not less than 28 days written notice whereupon all work shall be discontinued and MLCSU shall pay to the Supplier fair and reasonable compensation for work-in-progress and all expenses incurred by the Supplier in connection with the Contract at the time of termination but such compensation shall not include loss of profits or any indirect or consequential loss.

### 8. Consequences of Termination

8.1 Termination is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

8.2 Any terms which expressly or impliedly have effect upon or after expiration or termination shall continue to be enforceable notwithstanding expiration or termination.

8.3 Within 7 days of any termination hereunder, both parties shall return all documents, information, computer disks and material (and all copies thereof) provided to or prepared by it pursuant to this Contract and shall certify in writing that they have complied with this clause.

### 9. Indemnities and Liabilities

9.1 Neither party shall have any liability to the other party in contract, tort or otherwise in respect of any indirect or consequential loss or damage that may be suffered by that party.

9.2 Subject to Clause 9.1 above the Supplier shall at its own expense keep MLCSU and any of its staff fully indemnified against any third-party claim, demand, loss or liability arising by reason of any negligent act/or omission of the Supplier and its employees which is:

- a) caused either to (i) any property of MLCSU or its staff or (ii) any injury or death sustained by the staff of MLCSU;
- b) made against or incurred by MLCSU of MLCSU in respect of any loss, damage, injury or death sustained by any third party
- c) made against or incurred by MLCSU in respect of any loss of or damage to (i) any property of or (ii) any injury or death sustained by the Supplier or its personnel,

unless such loss, damage of injury is caused by, or attributable to, the negligent act or omission of MLCSU or any of its staff,

9.3 To the extent permitted by law, the Supplier's total liability under this Contract shall be limited to two times the total Contract value.

### Confidentiality and Publicity

10.1 Each party shall treat as confidential all information obtained from the other pursuant to this Contract and shall not divulge such information to any person (except to such party's own employees, agents or advisers and then only to those who need to know the same) without the other party's prior written consent provided that this clause shall not extend to (i) information which was

rightfully in the possession of such party prior to the commencement of the negotiations leading to this Contract; or (ii) which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause); or (iii) which is required to be disclosed by any governmental or regulatory body or by law.

10.2 The obligations as to confidentiality shall remain in full force and effect notwithstanding the termination of the Contract in perpetuity.

10.3 The Supplier shall not use MLCSU's name for advertisements or publicity without its consent.

#### **11. Intellectual Property Rights**

11.1 The Supplier shall indemnify MLCSU in full against any claim for infringement (or alleged infringement) of any Intellectual Property rights brought by a third party as a result of the use of any Goods, the results of any Services or any materials supplied by the Supplier. For the avoidance of doubt, this clause 11.1 shall not be applicable where such infringement (or alleged infringement) relates to Intellectual Property rights contained within any documents or materials incorporated into the deliverables which were provided by MLCSU to the Supplier.

11.2 Subject to any prior rights and to the rights of third parties, all Intellectual Property rights and copyright in all reports, documents and things produced under the Contract shall be vested in MLCSU. The Supplier hereby assigns (by way of present and future assignment and with full title guarantee) all such Intellectual Property rights. All moral rights relating to the work under the Contract are hereby waived by the Supplier. For the avoidance of doubt, the Supplier shall retain right, title and interest to any and all Intellectual Property rights developed and owned prior to the effective date of this Contract. To the extent necessary to exploit the Goods and Services provided by the Supplier to MLCSU under this Contract ("Background Intellectual Property"), MLCSU is granted a non-exclusive, royalty-free, fully paid-up, worldwide, freely transferable and sublicensable, irrevocable, perpetual licence of all of the Supplier's Background Intellectual Property rights incorporated into the Goods.

11.3 Any right of use in or over property which is acquired by the Supplier or by its staff pursuant to or for the purposes of the Contract shall be acquired by the Supplier upon terms which shall enable such rights to use to vest in MLCSU to the full extent enjoyed by the Supplier without need for any or further authorisation, consent or payment.

#### **12. Force Majeure**

12.1 Any delay or failure of the Supplier to perform its obligations hereunder shall be excused if due to a Force Majeure Event, provided that written notice of such delay is given to MLCSU.

12.2 During such period (a) MLCSU at its option may purchase Goods and/or Services from other sources and/or reduce or cancel any unfulfilled orders without additional liability to the Supplier and (b) the Supplier shall do all such things as may be reasonable to mitigate the effects of the Force Majeure Event.

12.3 If the delay lasts more than 30 days MLCSU may immediately terminate the Contract without additional liability.

#### **13. Insurance**

13.1 The Supplier shall procure and maintain insurance(s) (to include Public and Employers Liability Insurances) in amounts and with coverages acceptable to MLCSU and in line with good industry practice, with reputable insurance companies. At MLCSU's request, the Supplier shall furnish to MLCSU evidence of such insurances. The Supplier's purchase and maintenance of such appropriate insurance however shall not modify or relieve the Supplier of its obligations and liabilities under this Contract.

#### **14. General**

14.1 All Services supplied shall be performed by appropriately qualified and trained personnel with due care and diligence.

14.2 None of the work covered by the Contract shall be assigned or sub-contracted by the Supplier.

14.3 The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to the Contract and are hereby expressly excluded.

14.4 Except as otherwise provided herein, the rights of either party under the Contract shall not be prejudiced or restricted by any indulgence or forbearance extended by one party to the other and no waiver by one party of its rights in relations to any breach of the Contract shall affect its rights in respect of any subsequent breach.

14.5 Any demand, notice or other communication given or made under or in connection with this Contract shall be in writing. Notices shall be addressed to the MLCSU signatory of the Contract and emailed to [mlcsu.procurement@nhs.net](mailto:mlcsu.procurement@nhs.net)

14.6 All notices shall be deemed properly served if delivered in person or sent by email. A notice sent by email will be deemed to have been served at the time of successful transmission, provided a confirmatory copy is also sent by first class post.

14.7 The Supplier and MLCSU are independent contracting parties and nothing in this Contract shall make either party the agent or representative of the other.

14.8 If any provision herein is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provisions in question shall not be affected thereby.

14.9 This Contract constitutes the entire agreement between the Supplier and MLCSU with respect to the matters contained herein and supersedes all prior oral or written representations and agreements.

14.10 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

14.11 The Supplier acknowledges that MLCSU's requirements for the Goods or Services may change during the Contract term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation as requested from time to time.

14.12 The Supplier shall take appropriate steps to disclose full particulars of any conflict of interest which may arise to MLCSU with regard to a product that competes with a MLCSU product in the same specific indication and geographical region that the Supplier is providing Services to MLCSU under the Contract.

#### **15. Data Protection and Freedom of information**

15.1 The Supplier shall procure that all staff comply with any requirements under the General Data Protection Regulations (GDPR) and both parties shall duly observe all their obligations under the GDPR which arise in connection with the Contract.

Where applicable the parties acknowledge that MLCSU is the data Controller and the Supplier is the data processor in respect of any personal data processed under this Contract.

15.2 The Supplier acknowledges the duties of MLCSU under the freedom of information act and shall give reasonable assistance to enable compliance with those duties.

#### **16. Reporting**

Where agreed between the two parties the Supplier shall submit progress reports to MLCSU at the times and in the format specified by MLCSU.

#### **Additional Standard Terms and Conditions for the supply of Goods only:**

#### **17. Delivery of Goods**

17.1 At time of delivery the Supplier shall provide an advice note detailing the MLCSU purchase order number, description and quantity of the Goods consigned.

17.2 All Goods must be adequately packaged and protected against damage and deterioration in transit.

17.3 Returnable packaging and other containers shall be supplied by the Supplier free of charge.

#### **18. Statutory obligations – Imported Goods**

18.1 The Supplier shall furnish any necessary information for MLCSU to comply with the EC Intrastat regime if applicable only.

#### **19. Property and Risk**

19.1 Title to the Goods shall not pass to MLCSU until the price for those Goods has been paid, but in any event, MLCSU shall be entitled to resell or use the Goods in the ordinary course of business.

19.2 The risk in the Goods shall pass upon the delivery of the Goods provided that a duly authorised representative of MLCSU signs for the receipt of the Goods.

19.3 Where advance or progress payments are made, title but no risk shall pass to MLCSU as soon as items are allocated to the Contract. All items so allocated shall be adequately marked and recorded as being the property of MLCSU.

#### **20. Rejection of Goods**

20.1 MLCSU may reject any Goods which on inspection are found not to conform with the requirements of the Contract and the Supplier shall at its own expense remove the rejected Goods and shall do so within 7 working days receipt of notification of rejection.

20.2 If the Supplier fails to remove the Goods in accordance with Clause 20.1, MLCSU may return the rejected Goods to the Supplier at the Supplier's risk, the cost of carriage being recoverable from the Supplier.

20.3 When MLCSU rejects any Goods after delivery, MLCSU at its sole discretion shall either (i) obtain a full refund of the Goods or (ii) require that the Supplier (at its own expense) delivers Goods which conform with the requirements of the Contract as soon as reasonably practicable.

#### **21. Quality and Description**

21.1 Unless otherwise agreed in writing by MLCSU all Goods supplied shall:

a) conform as to quality and description stated in the purchase order/quotation and correspond to any sample pattern or specification specified in the Contract;

[REDACTED] with any applicable British or European equivalent standard specification;  
c) be of sound materials and workmanship;  
d) be fit for the purpose for which they are supplied and any purpose that the Supplier is made aware of; and  
e) be new or be provided using new materials.

**22. Warranty**

22.1 Without prejudice to any other rights or remedies, the Supplier shall expeditiously repair or replace all Goods which are or become defective during the period of 12 months (or during any other longer agreed period) from using the Goods where such defects occur under proper usage and are due to faulty design, materials or workmanship or erroneous or inadequate instructions as to use or any other breach of the Supplier's obligations, whether express or implied.

22.2 Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months (or any extended agreed period) from the date of reinstallation or supply.

**23. Health and Safety**

23.1 The supplier 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.