Commercial Medicines Unit

FRAMEWORK AGREEMENT AND TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND THE PROVISION OF SERVICES (HOMECARE MEDICINES)

The Authority	**NHS England whose principal office is at Quarry House, Leeds.**
The Supplier	**AWARDED SUPPLIERS**
Commencement Date	**1 April 2024**
Expiry Date	**31 March 2026**
Extension Period(s)	**option or options to extend (at the Authority's discretion) for a period or periods up to a total of 24 months.**
Type of Goods and/or Services	**NHS National framework agreement for the supply of the home parenteral nutrition & intravenous fluid support for patients with severe intestinal failure.**
Contract Reference	**CM/MSR/17/5554**

The Authority placed a contract notice 2023/S 000-021950 on 28 July 2023 in the Find a Tender (FTS) Portal inviting potential service providers (including the Supplier) to tender for the provision of home parenteral nutrition & intravenous fluid support for patients with severe intestinal failure 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 and/or Services to those Participating Authorities who place Orders 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 and Tender Response Document
Schedule 6	Award Schedule
Schedule 7	Ordering Procedure
Schedule 8	Participating Authorities
Appendix A	Call-Off Terms and Conditions for the Supply of Goods and the Provision of Services and the provision of Services

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 9 to 19 of this Schedule 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 and/or Services specified in the Award Schedule, the terms of this Framework Agreement shall:

2.1.1 subject to the provisions of Clause 14 of this Schedule Schedule 1 (if applicable), apply with effect from the effective date specified in the Award Schedule for that Good and/or Services ("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 and/or Services ("the **Expiry Date**") unless the Authority elects to exercise its option to extend in accordance with Clause 17.2 of Schedule 2.

2.2 The Authority may extend the duration of this Framework Agreement by further period(s) of up to a total of 24 months in accordance with Clause 17.2 of Schedule 2.

2.3 Insofar as the terms of this Framework Agreement apply to each Good and /or Services specified in the Award Schedule (as described in Clause 2.1 of this Schedule 1), the Parties agree that:

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

2.3.2 for the purposes of Regulation 33 of the Regulations, the term of each such framework agreement shall be the period:

(i) (subject to the provisions of Clause 14 of this Schedule Schedule 1 (if applicable)) commencing on the Effective Date; and

(ii) ending on the Expiry Date for that Good and/or Services, unless the framework agreement is terminated earlier or unless the Authority elects to exercise its option to extend the framework agreement.

2.4 In relation to each Good and or Service 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, Supplier Net Zero Corporate Champion and Supplier Net Zero Contract Champion

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

3.1.1 for the Authority:

Liz Lazenby, Head of Strategic Category Management Medicines & Homecare

3.1.2 for the Supplier:

[Awarded Supplier]

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:

Liz Lazenby, Head of Strategic Category Management Medicines & Homecare

4.1.2 for the Supplier:

[Awarded Supplier]

4.2 The Authority may serve any notices served under this Framework Agreement on the Supplier by sending a message to the Supplier (to the individual designated by the Supplier for receipt of such notification through such portal from time to time) through the portal used for the procurement and/or management of this Framework Agreement (as such portal is designated from

time to time for that purpose by the Authority) to the account details on that portal by the Supplier from time to time for the purposes of receiving such notices or communications relating to this Framework Agreement.

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 and the provision of Services;

6.1.2 Schedule 1: Key Provisions;

6.1.3 Schedule 5: Specification and Tender Response Document (but only in respect of the Authority's requirements);

6.1.4 Schedule 2: General Terms and Conditions;

6.1.5 Schedule 6: Commercial 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.

6.2 For the avoidance of doubt, the Specification and Tender Response Document shall include, without limitation, the Authority's requirements in the form of its

specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of Schedule 5. Should there be a conflict between these parts of the Specification and Tender Response Document, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

7 Participating Authorities

7.1 The Contracting Authorities referred to in Schedule 8 are entitled to place Orders. For the avoidance of doubt, any successor bodies of those entities shall be entitled to place Orders and shall be deemed Participating Authorities for the purposes of this Framework Agreement.

7.2 NHS Service Providers shall be allowed to place Orders or the purchase of Goods pursuant to this Framework Agreement as if they were Participating Authorities provided that:

7.2.1 such Orders are strictly limited to the purchase of Goods required for the provision of Services to or on the behalf of the relevant Participating Authority pursuant to a NHS Service Agreement and the NHS Service Provider shall not otherwise onwards sell Goods bought pursuant to an Order to other third parties;

7.2.2 the relevant Participating Authority is ultimately responsible for reimbursing the NHS Service Provider for the cost of such Goods pursuant to the relevant NHS Service Agreement and that the costs to the Participating Authority does not (and shall not) exceed the Contract Price;

7.2.3 all supply of Goods by the Supplier to an NHS Service Provider shall be at the Contract Price; and

7.2.4 the relevant Participating Authority has provided its written consent to the NHS Service Provider awarding a Contract pursuant to this Framework Agreement and to the purchase of Goods and confirmed that such award and purchases are limited to the purchase of Goods needed for the provision of Services to the relevant Participating Authority pursuant to a NHS Service Agreement.

Optional Key Provisions

8 Net Zero and Social Value Commitments ☒ (only applicable to the Framework Agreement if this box is checked and the standards are listed)

Supplier carbon reduction plans and reporting

8.1 The Supplier shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap (see Greener NHS » Suppliers (england.nhs.uk) (https://www.england.nhs.uk/greenernhs/get-involved/suppliers/)), as may be updated from time to time.

8.2 A supplier assessment for benchmarking and reporting progress against the requirements detailed in the Net Zero Supplier Roadmap will be available in 2023 (**"Evergreen Supplier Assessment"**). The Supplier will report its progress through published progress reports and continued carbon emissions reporting through the Evergreen Supplier Assessment once this becomes available and as may be updated from time to time.

8.3 The Supplier has appointed a Supplier Net Zero Corporate Champion (as set out in the Supplier's tender response) who shall be responsible for overseeing the Supplier's compliance with Clauses 8.1 and 8.2 of this Schedule 1 and any net zero requirements forming part of any Contracts. Without prejudice to the Authority's other rights and remedies under this Framework Agreement, if the Supplier fails to comply with Clauses 8.1 and 8.2 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero Corporate Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Net zero and social value in the delivery of the contract

8.4 The Supplier shall deliver its net zero and social value contract commitments in accordance with the requirements and timescales set out in the Specification and Tender Response Document forming part of this Framework Agreement and any Contracts ("**Net Zero and Social Value Contract Commitments**").

8.5 The Supplier shall report its progress on delivering its Net Zero and Social Value Contract Commitments through progress reports, as set out in the Specification and Tender Response Document forming part of this Framework Agreement and any Contracts or otherwise agreed in writing with the Authority.

8.6 The Supplier has appointed a Supplier Net Zero and Social Value Contract Champion (as set out in the Supplier's tender response)who shall be responsible for overseeing the Supplier's compliance with Clauses 8.4 and 8.5 of this Schedule 1 and any net zero and social value requirements forming part of any Contracts. Without prejudice to the Authority's other rights and remedies under this Framework Agreement , if the Supplier fails to comply with Clauses 8.4 and 8.5 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero and Social Value Contract Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

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

9.1 The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods and/or the Services within the Royal Pharmaceutical Society (RPS) Professional Standards for Homecare Services in England: Professional Standards for Homecare Services (rpharms.com)

10 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 16 of Schedule 2 will apply)

10.1 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	£ 5,000,000
Public liability insurance	£ 5,000,000
Product liability insurance	£ 5,000,000
Professional indemnity insurance	£ 5,000,000

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

11.1 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.

12 Termination for convenience ☒ (only applicable to the Framework Agreement if this box is checked)

12.1 The Authority may terminate this Framework Agreement in whole (in relation to all of the Goods and/or Services) or in part (in relation to any particular Good(s) and/or Services) by giving to the Supplier not less than [three (3) months'] notice in writing.

13 Mobilisation Plan ☐ (only applicable to the Framework Agreement if this box is checked)

13.1 Where:

13.1.1 the Supplier was required to submit a Mobilisation Plan as part of its tender response, then such Mobilisation Plan shall be annexed to this Framework Agreement; or

13.1.2 if the Supplier was not required to submit a Mobilisation Plan as part of its tender response, then:

(i) the Supplier shall prepare and deliver to the Authority within [20] Business Days of the Commencement Date for the Authority's written approval a draft Mobilisation Plan;

(ii) following receipt of the draft Mobilisation Plan from the Supplier, the Authority shall:

(i) review and comment on the draft Mobilisation Plan as soon as reasonably practicable; and

(ii) notify the Supplier in writing that it approves or rejects the draft Mobilisation Plan no later than [20] Business Days after the date on which the draft Mobilisation Plan is first delivered to the Authority;

(iii) if the Authority approves the Mobilisation Plan then it shall be annexed to this Framework Agreement;

(iv) if the Authority rejects the draft Mobilisation Plan:

(i) the Authority shall inform the Supplier in writing of its reasons for its rejection; and

(ii) the Supplier shall then revise the draft Mobilisation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Implementation and Mobilisation Plan to the Authority for the Authority's approval within [10] Business Days of the date of the Authority's notice of rejection. The provisions of Clause 13.1.2(i) to 13.1.2(iv) shall apply again to any resubmitted draft Mobilisation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

13.2 The Supplier shall comply with the provisions of the Mobilisation Plan (as varied from time to time by the Authority).

13.3 The Supplier will ensure that it is able to implement its Mobilisation Plan including deploying all resources reasonably necessary to do so.

13.4 If, at any time, the Supplier becomes aware that it will not (or is unlikely to) be able to comply with the Mobilisation Plan, it shall immediately notify the Authority of the fact of the delay, the reasons for the delay, the consequences of the delay for the rest of the Mobilisation Plan and how the Supplier proposes to mitigate the delay. The Supplier shall use all reasonable endeavours to mitigate the delay.

13.5 At least ten (10) Business Days before the Effective Date, the Supplier will give notice to the Authority of its state of readiness to commence Orders, including the Supplier's progress as against the plans and timescale set out in the Mobilisation Plan towards achieving the Initial Stock Levels and/or Framework Stock Levels (if applicable as per below Clauses)

13.6 The Authority may suggest to the Supplier reasonable and proportionate amendments to the Mobilisation Plan at any time. The Supplier will incorporate into the Mobilisation Plan all such reasonable and proportionate suggestions made by the Authority in respect of such Mobilisation Plan. Should the Supplier

not incorporate any suggestion made by the Authority into such Mobilisation Plan it will explain the reasons for not doing so to the Authority.

14 Condition(s) Precedent ☒ (only applicable to the Framework Agreement if this box is checked)

14.1 Where any condition precedent(s) contained in this Clauses 14 of this Schedule 1 are checked as being applicable to this Framework Agreement (the **"Applicable Condition(s) Precedent"**), the Effective Date will not be deemed to have occurred and therefore no Orders may be placed and the Supplier may not supply any Goods or provide any Services under this Framework Agreement until each and every one of the Applicable Condition(s) Precedent have either been:

14.1.1 satisfied by way of:

(i) sufficient and appropriate evidence having been provided to the Authority's satisfaction that each of the Applicable Condition(s) Precedent has been satisfied; and

(ii) the Supplier having received written confirmation from the Authority that the Applicable Condition(s) Precedent has been satisfied; and/or

14.1.2 waived expressly and in writing by the Authority. The Authority in its absolute discretion may elect to waive any or all of the Applicable 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 relevant Applicable Condition(s) Precedent by reference to this Clause.

14.2 The Authority shall use reasonable endeavours to complete any steps that it is required to take so that an Applicable Condition Precedent is satisfied (including providing written confirmation that is has been satisfied or undertaking any assessment of information or evidence provided by the Supplier) but shall not be liable for any failure or delay in doing so.

14.3 Without prejudice to any other right or remedy the Authority may have, if any of the Applicable Condition(s) Precedent are not satisfied in accordance with Clause 14.1.1 of this Schedule 1 above at the Effective Date, then unless the Authority waives the agrees to waive the failure to satisfy any of those Applicable Condition(s) Precedent in accordance with Clause 14.1.2 of this Schedule 1 above, no Orders may be placed and the Supplier may not supply any Goods or provide any Services under this Framework Agreement until all of the Applicable Condition(s) Precedent have been satisfied in accordance with Clause 14.1.1 of this Schedule 1 or the Authority agrees to waive the failure

to satisfy any of those Applicable Condition(s) Precedent in accordance with Clause 14.1.2 of this Schedule 1 and the Authority may do any of the following (at its absolute discretion):

14.3.1 without prejudice to Clause 14.1 of this Schedule 1, give notice to the Supplier that the Effective Date has not occurred and that therefore no Orders (either for any or all of the Goods and/or Services) may be placed and the Supplier may not supply any Goods or provide any Services under this Framework Agreement until all of the Applicable Condition(s) Precedent have been satisfied;

14.3.2 give notice to the Supplier that this Framework Agreement is suspended (either for any or all of the Goods and/or Services) pursuant to Clause 19 of Schedule 2 and that therefore no Orders (either for any or all of the Goods and/or Services) may be placed and the Supplier may not supply any Goods or provide any Services under this Framework Agreement until all of the Applicable Condition(s) Precedent have been satisfied;

14.3.3 require the Supplier to provide and act upon the information required under Clause 20.2 of Schedule 2 and/or provide and implement a Service Failure Remedial Proposal in accordance with Clause 20 of Schedule 2 so that the Applicable Condition(s) Precedent may be satisfied in accordance with Clause 14.1 of this Schedule 1;

14.3.1 agree by written notice to the Supplier to waive the failure to satisfy any or all of the Applicable Condition(s) Precedent (either for any or all of the Goods and/or Services) either with or without conditions (and such conditions may include complying with Clause 14.3.3 of this Schedule 1 above and/or varying the Applicable Condition(s) Precedent); and/or

14.3.2 the Authority may deem failure to satisfy the Applicable Condition(s) Precedent as a material breach which is not capable of remedy and terminate this Framework Agreement (either for any or all of the Goods and/or Services) for a material breach which is not capable of remedy (in accordance with Clause 17.4.2 of 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 14.3.3 of this Schedule 1 above, for failure to comply with

agreed Service Failure Remedial Proposals (in accordance with Clause 20.6 of Schedule 2).

14.4 The Authority's rights under Clause 14.3 of this Schedule 1 above are not mutually exclusive and are without prejudice to any other right or remedy which the Authority may have.

14.5 Any Orders purportedly placed prior to the Applicable Condition(s) Precedents being satisfied or waived shall be at the Participating Authority's own risk and shall not be deemed Orders pursuant to this Framework Agreement. Should any Participating Authority seek to place such Orders then the Supplier shall notify the Authority immediately and notify the relevant Participating Authority immediately that the Supplier is unable to accept the Order nor supply the Goods or provide any Services pursuant to the Framework Order or any Contract under this Framework Agreement and provide an explanation as to why.

14.6 For the avoidance of any doubt, where the Authority takes any of the steps set out in Clause 14.3 of this Schedule 1 above the effect of which is that the Effective Date does not occur on the date envisaged or that such Effective Date is postponed or the Framework Agreement is suspended, the Framework Agreement shall still expire on the Expiry Date and no extension of the date shall be allowed as a result of the Authority taking any such steps (unless such Expiry Date is extended in accordance with the terms of this Framework Agreement).

14.7 **MA Condition Precedent ☒ (only applicable to the Framework Agreement if this box is checked)**

14.7.1 The Supplier must, in relation to each Good specified in the Award Schedule as being subject to the MA Condition Precedent, prior to or on the Commencement Date [(or within [3 months] of 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 Framework Agreement))] be in possession of the valid marketing authorisation(s) from the Licensing Authority required for supply of the Goods (such validity to be determined by the Authority) (the **"MA Condition Precedent"**). 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 14.7.1 of this Schedule 1.

14.8 **QA Condition Precedent ☒ (only applicable to the Framework Agreement if this box is checked)**

14.8.1 The Supplier must, in relation to each Good specified in the Award Schedule as being subject to the QA Condition Precedent:

(i) have provided to the Authority at least [30] 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. 6 Commercial Schedule published with the tender (including where the Authority, acting reasonably, consider a "High Risk" assessment is appropriate); and

(ii) that the Authority has, acting reasonably, confirmed in writing that is satisfied that the Supplier so complies.

14.9 **Stock Level Condition Precedent ☐ (only applicable to the Framework Agreement if this box is checked)**

14.9.1 The Supplier must, in relation to each Good specified in the Award Schedule as being subject to the Stock Level Condition Precedent] within [15] Working Days prior to the Effective Date hold, as a minimum, the [Initial][Contract] Stock Level (as defined below) for that Good (the "**Stock Level Condition Precedent"**).

14.10 **Other Condition Precedent(s) ☐ (only applicable to the Framework Agreement if this box is checked)**

14.10.1 [Insert any further Condition(s) Precedent here.]

15 Initial Stock Level ☐ (only applicable to the Framework Agreement if this box is checked)

15.1 The following definitions shall apply:

15.1.1 **"Initial Stock Levels"** shall [be as set out in the Award Schedule for the relevant Good(s)][insert other quantity here];

15.1.2 **"Initial Stock Period"** shall be period:

(i) commencing on [the Effective Date][insert other date]; and

(ii) expiring on [a date [three (3) months] after the Effective Date][on the commencement of the Framework Stock Level

Period set out in Clause 16 of this Schedule 1 below][insert other date].

15.2 During the Initial Stock Period the Supplier shall not at any time hold less than the Initial Stock Level and shall endeavour to hold as a minimum the, or in excess of the, Framework Stock Level (as set out in Clause 16 of this Schedule 1 below) as soon as possible following the Effective Date.

15.3 For the avoidance of any doubt, the Initial Stock Level shall be in addition to the anticipated stock necessary to fulfil Orders at all times during the Initial Stock Level Period and must be stored by the Supplier in the United Kingdom and be available for delivery within 24 hours.

15.4 Nothing in this Clause 15 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.

15.5 The Authority shall have the right to audit the Supplier's compliance with the Initial 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. This right is in addition to any other audit rights, including those set out in Clause 28 of Schedule 2.

16 Framework Stock Level ☐ (only applicable to the Framework Agreement if this box is checked)

16.1 The following definitions shall apply:

16.1.1 **"Framework Stock Level"** shall [be as set out in the Award Schedule for the relevant Good(s)][insert other quantity here];

16.1.2 **"Framework Stock Level Period"** means a period:

(i) Commencing upon the [expiry of the Initial Stock Level Period][Effective Date][insert other date]; and

(ii) expiring on [the expiry or termination of this Framework Agreement][the commencement of the Tail-off Period (as defined in Clause 17 of this Schedule 1 below][insert other date].

16.2 During the Framework Stock Level Period, the Supplier must hold as a minimum the Framework Stock Level and continue to do so thereafter and throughout the Framework Stock Level Period. The Supplier shall not at any

time during the Framework Stock Level Period hold less than the Framework Stock Level.

16.3 For the avoidance of any doubt, the Framework Stock Level shall be in addition to the anticipated stock necessary to fulfil Orders at all times during the Framework Stock Level Period and must be stored by the Supplier in the United Kingdom and be available for delivery within 24 hours.

16.4 Nothing in this Clause 16 of this Schedule 1 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.

16.5 The Authority shall have the right to audit the Supplier's compliance with the Framework 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 Framework Stock Levels. This right is in addition to any other audit rights, including those set out in Clause 28 of Schedule 2.

17 Tail-off Stock Level ☐ (only applicable to the Framework Agreement if this box is checked)

17.1 The following definitions shall apply:

17.1.1 **"Tail-off Stock Level"** shall be determined in accordance with the following:

Number of [weeks][months] until expiry of Term	**Tail-off Stock Level**
[8] [weeks][months]	An equivalent of [8 weeks'][months'] anticipated stock for that Good based on average sales under this Framework Agreement for the period of 4 weeks immediately prior to the relevant [week] (in addition to the anticipated stock necessary to fulfil Orders).

[7] [weeks][months]	An equivalent of [7 weeks'][months'] anticipated stock for that Good based on average sales under this Framework Agreement for the period of 4 weeks immediately prior to the relevant [week] (in addition to the anticipated stock necessary to fulfil Orders).
[6] [weeks][months]	An equivalent of [6 weeks'][months'] anticipated stock for that Good based on average sales under this Framework Agreement for the period of 4 weeks immediately prior to the relevant [week] (in addition to the anticipated stock necessary to fulfil Orders).
[5] [weeks][months]	An equivalent of [5 weeks'][months'] anticipated stock for that Good based on average sales under this Framework Agreement for the period of 4 weeks immediately prior to the relevant [week] (in addition to the anticipated stock necessary to fulfil Orders).
[4] [weeks][months]	An equivalent of [4 weeks'][months'] anticipated stock for that Good based on average sales under this Framework Agreement for the period of 4 weeks immediately prior to the relevant [week] (in addition to the anticipated stock necessary to fulfil Orders).
[3] [weeks][months]	An equivalent of [3 weeks'][months'] anticipated stock for that Good based on average sales under this Framework Agreement for the period of 4 weeks immediately prior to the relevant [week] (in addition to the anticipated stock necessary to fulfil Orders).

[2] [weeks][months]	An equivalent of [2 weeks'][months'] anticipated stock for that Good based on average sales under this Framework Agreement for the period of 4 weeks immediately prior to the relevant [week] (in addition to the anticipated stock necessary to fulfil Orders).
[1] [weeks][months]	An equivalent of [1 week's][month's] anticipated stock for that Good based on average sales under this Framework Agreement for the period of 4 weeks immediately prior to the relevant [week] (in addition to the anticipated stock necessary to fulfil Orders).

17.1.2 **"Tail-off Period"** shall be a period:

(i) commencing [on the expiry of the Framework Stock Level Period][[8 weeks] prior to the expiry of this Framework Agreement]; and

(ii) expiring on the expiry of this Framework Agreement.

17.2 The Supplier will prior the Tail-off Period work with the Authority and (both parties acting reasonably) agree a plan for the phased reduction of the Framework Stock Level prior to expiry of the Term.

17.3 During the Tail-off Period the Supplier must hold as a minimum the relevant Tail-off Stock Level. The Supplier shall not at any time during the Tail-off Period hold less than the relevant Tail-off Stock Level which must be stored by the Supplier in the United Kingdom and be available for delivery within 24 hours.

17.4 Nothing in this Clause 17 of this Schedule 1 shall excuse the Supplier from liability for failure to supply the Goods and/or provide the Services at any time and the Supplier should ensure that it holds sufficient amount of Goods to fulfil all Orders during this period.

17.5 The Authority shall have the right to audit the Supplier's compliance with the Tail-off 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 Tail-off Stock Levels. This right is in addition to any other audit rights, including those set out in Clauses 28 of Schedule 2.

18 Shortfall Credit ☐ (only applicable to the Framework Agreement if this box is checked)

18.1 Where the Supplier is required to hold, as a minimum:

18.1.1 the Initial Stock Level during the Initial Stock Period in accordance with Clause 15 of this Schedule 1;

18.1.2 the Framework Stock Level during the Contract Stock Period in accordance with Clause 18 of this Schedule 1; and/or

18.1.3 the Tail-Off Stock Level during the Tail-off Period in accordance with Clause 17 of this Schedule 1,

and where the Supplier fails to hold the required level of stock (as at the start of the relevant [week][month]), the Supplier shall for each and any [week][month] that it fails to hold the required level of stock pay to the Authority the Shortfall Credit.

18.2 The Shortfall Credit shall be calculated as follows:

SC = (TL – AL) x CP x P

where:

SC = the amount of Shortfall Credit due to the Authority;

TL = the target Initial Stock Level, Framework Stock Level or Tail-off Stock Level that the Supplier should hold at the start of the relevant [week][month];

AL = the actual stock level that the Supplier does hold at the start of the relevant [week][month];

CP = the Contract Price of the Good in question;

P = [x]%

18.3 If the Authority wishes to claim any sum from the Supplier under this Clause 18 of this Schedule 1, 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.

18.4 The Supplier acknowledges that payment of the Shortfall Credits are proportionate when considering the Authority's legitimate interest in ensuring that the Supplier performs its obligations under this Framework Agreement including holding sufficient levels of stock of the Goods in order to ensure surety of supply of the Goods in accordance with Orders.

19 Stock Level Failure and reporting ☐ (only applicable to the Framework Agreement if this box is checked)

19.1 Should the Supplier:

19.1.1 hold less than the Initial Stock Level during any Initial Stock Level Period;

19.1.2 the Framework Stock Level during any Framework Stock Level Period; or

19.1.3 the relevant Tail-off Stock Level during any Tail-off Period,

(as the case may be), or become aware that there is any likelihood that it may come to hold less than the relevant stock level (each 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.

19.2 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 of Schedule 2):

19.2.1 confirmation as to whether the Supplier can remedy the Stock Level Failure and return to hold the, or more than, the Initial Stock Level, Framework Stock Level or Tail-off Stock Level (as applicable);

19.2.2 information as to how the Supplier will remedy the Stock Level Failure and return to hold the, or more than, the Initial Stock Level, Framework Stock Level or Tail-off Stock Level (as applicable) within the timescale advised under Clause 19.2.3 of this Schedule 1 below; and

19.2.3 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, Framework Stock Level or Tail-off Stock Level (as applicable).

19.3 The Supplier shall report to the Authority on a monthly basis and in writing the following:

19.3.1 full details of the actual Initial Stock Levels, Framework Stock Levels and Tail-off Stock Levels for the month (or such other period of time required by the Authority) immediately preceding the report;

19.3.2 anticipated Initial Stock Levels, Framework Stock Levels and Tail-off Stock Levels for the month (or such other period of time required by the Authority) immediately following the report; and

19.3.3 the anticipated Initial Stock Levels, Framework Stock Levels and Tail-off Stock Levels for a minimum period of four (4) months (or such other period of time required by the Authority) following such report or up to the anticipated expiry of this Framework Agreement if shorter than four (4) months.

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

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

19.4.2 in the Specification and Tender Response Document

regarding shelf life, are met throughout the Term.

Extra Key Provisions

20 Price Variations

20.1 For each Good and/or Services specified in the Award Schedule, on the expiry of the Price Firm Period for such Good and/or Services the Authority may review the Contract Price payable for the Good and/or Services :

20.1.1 at its own instigation at any time following expiry of the Price Firm Period; or

20.1.2 following a request from the Supplier within [fourteen (14*)] Business Days from the expiry of the Price Firm Period (as defined in Clause 20.8 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, labour, distribution and supply costs in connection with the provision of the Good and/or Services since the previous Review (if any)

(each such review being a "**Review**" for the purposes of this Clause 20 of this Schedule 1).

20.2 The Authority shall be entitled to increase or decrease the price of the Good and/or Services 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) and/or Services. 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.

20.3 In reviewing the Contract Price pursuant to Clause 20.1 of this Schedule 1, and subject always to Clause 20.4 of this Schedule 1, the Authority may have regard to the following factors:

20.3.1 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 and/or Services;

20.3.2 the prices at which goods which are reasonably equivalent to the Good and/or Services are supplied by other suppliers in the open market;

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

20.3.4 the volumes of the Good and/or Services ordered by, and supplied to, the Participating Authorities.

20.4 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 and/or Services . 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 and/or Services as may be reasonably required.

20.5 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:

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

20.5.2 decrease the price of the Good and/or Services by giving the Supplier not less than one (1) month's written notice of such decrease (or such shorter period as the Parties may agree)

(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 and/or Services at the Revised Contract Price upon expiry of the Review Notice (unless the Supplier serves notice to terminate under Clause 20.6 of this Schedule 1 in which case Clause 20.7 of this Schedule 1 shall apply).

20.6 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 20.5 of this Schedule 1.

20.7 For the avoidance of doubt, if the Supplier serves notice to terminate under Clause 20.6 of this Schedule 1:

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

20.7.2 the Supplier shall be obliged to supply the Goods and/or Services in accordance with the terms of this Framework Agreement and any order that may be placed prior to the date of termination.

20.8 For the purpose of this Clause 20 of this Schedule 1, for each Good and/or Services specified in the Award Schedule, the **"Price Firm Period"** means:

20.8.1 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 and/or Services ; or

20.8.2 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.

20.9 For the avoidance of doubt, the second and any subsequent Review thereafter may be conducted (in accordance with this Clause 20 of this Schedule 1) irrespective of whether the first Review was conducted.

20.10 For the purposes of this Clause 20.10 of this Schedule 1, "**Consumer Prices Index"** means the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Authority (acting reasonably) shall decide most closely resembles such index. Notwithstanding any other provision of this Framework Agreement and/or the Call-Off Terms and Conditions for the Supply of Goods and the Provision of Services, the amount of any increase (as a percentage of the current Contract Price) to the Contract Price (whether pursuant to a Review or otherwise) shall not exceed the percentage increase in the Consumer Prices Index over the preceding twelve (12) months.

21 Additional Goods

21.1 Subject to Clauses 21.2 to 21.4 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.

21.2 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.

21.3 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 21.2 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.

21.4 The Contract Price of the additional goods shall be the price offered by the Supplier under Clause 21.2 of this Schedule 1.

21.5 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.

22 Price Guarantee Provisions

22.1 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 20 of this Schedule 1.

22.2 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 22.1 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 17.4 of Schedule 2 of this Framework Agreement.

22.3 The right to terminate this Framework Agreement given by Clause 22.2 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.

22.4 The Authority may, at its sole discretion, decide to accept the Supplier's breach of Clause 22.1 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 22.1 of this Schedule 1 for the original price specified in the Award Schedule.

22.5 Any waiver by the Authority of Clause 22.2 of this Schedule 1, pursuant to Clause 22.4 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.

22.6 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. Where such pricing requirements of any voluntary scheme or statutory pricing scheme results in a lower price for the Goods, then the Contract Price for that Good shall be amended accordingly to that lower price from the date such voluntary scheme or statutory pricing scheme applies.

23 Further Supplier Termination Rights

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

23.2 For the avoidance of doubt, in the event that the Supplier gives notice to terminate this Framework Agreement in whole or part under Clause 23.1 of this Schedule 1, the Supplier shall supply the Goods and/or Services 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.

24 Additional warranties

24.1 In addition to the warranties set out at Clause 11 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.

25 Supplementary and/or Substitute Goods and Services

25.1 The Authority has the right, at any point during the Term, to request a proposal (a "**Supplementary and/or Substitute Goods and Services Change Proposal**") from the Supplier to add supplementary and/or substitute goods and/or services required by the Authority and/or Participating Authorities to Schedules 5 (Specification and Tender Response) and 6 (Award Schedule) of this Framework Agreement if they are goods and/or services that are, or become, available from the Supplier within the same product range or service area as any Goods and/or Services already available from the Supplier under this Framework Agreement. For the avoidance of doubt, supplementary and/or substitute goods and/or services shall be deemed to be within the same product range or service area if they are aimed at the same Patient cohort and treat the same medical condition and may include third party manufactured products available from the Supplier. The Supplier shall provide such Supplementary and/or Substitute Goods and Services Change Proposal within fifteen (15) Business Days from the date it is requested by the Authority.

25.2 All Supplementary and/or Substitute Goods and Services Change Proposals prepared by the Supplier shall be an offer capable of acceptance by the Authority and shall be signed by an authorised representative of the Supplier accordingly. Without limitation, each Supplementary and/or Substitute Goods and Services Change Proposal shall detail:

25.2.1 the price for such supplementary and/or substitute goods and/or services;

25.2.2 any amendments required to Schedules 5 (Specification and Tender Response) and 6 (Commercial Schedule) of this Framework Agreement by way of proposed new versions of such Schedules;

25.2.3 in the case of substitutes, the transition arrangements that will apply (to include, without limitation, the date from which the Goods and/or Services that are being replaced will no longer be available and confirmation that the current supply arrangements will be maintained until that date);

25.2.4 the period of time that the relevant Supplementary and/or Substitute Goods and Services Change Proposal is valid for acceptance by the

Authority ("**Period of Validity**"), which, for the avoidance of doubt, shall be no less than thirty (30) days from the date of such Supplementary and/or Substitute Goods and Services Change Proposal.

25.3 Each such Supplementary and/or Substitute Goods and Services Change Proposal shall be considered by the Authority. Following such consideration, the Authority (acting reasonably) may, if considered necessary, request by written notice that the Supplier shall resubmit any Supplementary and/or Substitute Goods and Services Change Proposal with any additional details, clarifications and/or confirming compliance with any applicable assessment processes requested by the Authority and the Supplier shall comply with such requests within five (5) Business Days from the date of such requests (or, where this is not possible, by such other time as may be agreed by the Parties in writing acting reasonably) by submitting a new Supplementary and/or Substitute Goods and Services Change Proposal in compliance with the requirements of Clause 25.2 of this Schedule 1 of this Framework Agreement above. For the avoidance of doubt, there shall be no obligation on the Authority to accept any Supplementary and/or Substitute Goods and Services Change Proposal (to include, without limitation, in circumstances where the Authority considers (at its sole discretion) that adding such goods and/or services to the Framework Agreement without further competition would breach any Laws applicable to public procurement.

25.4 The Authority may accept any Supplementary and/or Substitute Goods and Services Change Proposal signed by an authorised representative of the Supplier at any point in time during its Period of Validity by arranging for the Supplementary and/or Substitute Goods and Services Change Proposal to be signed by an authorised representative of the Authority. From the date the Supplementary and/or Substitute Goods and Services Change Proposal is signed by such authorised representative of the Authority, the Supplementary and/or Substitute Goods and Services Change Proposal shall be deemed accepted and agreed by the Authority and a binding change to this Framework Agreement agreed in writing by both Parties in accordance with Clause 25 of Schedule 2 of this Framework Agreement. Once signed by an authorised representative of the Authority, the Authority shall return a copy the Supplementary and/or Substitute Goods and Services Change Proposal (as signed by both Parties) to the Supplier for the Supplier's records. For the avoidance of doubt, any Supplementary and/or Substitute Goods and Services Change Proposal not signed by an authorised representative of the Authority in accordance with this Clause 25.4 of this Schedule 1 of this Framework Agreement within its Period of Validity shall be deemed not agreed and rejected by the Authority.

Schedule 2

General Terms and Conditions

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1 Supplier's appointment

1.1 The Authority appoints the Supplier as a potential supplier of the Goods and Services 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 and to provide Services ices under Orders placed with the Supplier:

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

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 and the Provision of Services shall apply to all supplies of Goods and provision of Services 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 and Tender Response Document, the Call-Off Terms and Conditions for the Supply of Goods and the Provision of Services 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 or the Services, 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 or Services 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 volumes 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 or services which are the same as, equivalent, partially equivalent or similar to the Goods or Services; 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 procedure

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

3.2 The Supplier acknowledges that each Participating Authority is independently responsible for placing Orders in accordance with the Ordering Procedure and the conduct of its Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

3.2.1 the conduct of any Participating Authority in relation to the Framework Agreement, including any Participating Authority's failure to follow the Ordering Procedure; or

3.2.2 the performance or non-performance of any Contracts between the Supplier and any Participating Authority entered into pursuant to the Framework Agreement.

4 Replacing the Supplier on the Framework

4.1 The Authority may replace the Supplier by appointing an alternative supplier of the Goods or Services (in addition to any reserve supplier already awarded) without re-opening competition should the following circumstances occur within [six (6) months] following the Effective Date:

4.1.1 the Supplier has failed to satisfy any condition precedents set out in this Framework Agreement (whether or not the Authority terminate this Framework Agreement or not);

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

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

4.1.4 the Supplier is unable to fulfil or declines any Order.

4.2 To appoint the alternative supplier, the Authority may re-tender or, at its option, may invite potential alternative suppliers to replace the Supplier in the following order:

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

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

4.2.3 any supplier which submitted a compliant tender for the Good and/or Services but was not successful in being awarded, 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 Clause 4.1.1 to 4.1.4 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 17.2 of Schedule 2 to this Framework Agreement.

4.3 The Supplier acknowledges and agrees that Clauses 4 and 4.2 above are clear, precise and unequivocal review clauses which fully satisfy the requirements of Regulation 72(1)(a) of the Regulations.

5 Reasonable assistance

5.1 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 and/or Services it supplies under this Framework Agreement including, without limitation, the compatibility and interoperability of such Goods and/or Services with other products or alongside other services, to enable the Participating Authority to complete any necessary due diligence before purchasing such Goods and/or Services.

6 Supplier performance

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

6.1.1 the requirements of this Framework Agreement; and

6.1.2 the provisions of the respective Contracts.

6.2 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Framework Agreement) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Polices.

7 Business continuity

7.1 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:

7.1.1 the criticality of the procurement of medicines to the Participating Authorities;

7.1.2 the criticality of this Framework Agreement to the Participating Authorities;

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

7.1.4 any reasonably foreseeable risks; and

7.1.5 the size and scope of the Supplier's business operations,

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

7.2 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 7.2 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.

7.3 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.

7.4 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.

7.5 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.

8 The Authority's obligations

8.1 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.

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

9 Contract management

9.1 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.

9.2 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 and Tender Response Document or (should the Specification and Tender Response Document not state the frequency) whenever deemed necessary by the Authority and agreed in writing between the Parties.

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

9.3.1 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;

9.3.2 details of any complaints by Participating Authorities in relation to the supply of Goods or the provision of the Services, their nature and the

way in which the Supplier has responded to such complaints since the last review meeting written report;

9.3.3 the information specified in the Specification and Tender Response Document as being relevant to the operation of this Framework Agreement;

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

9.3.5 such other information as reasonably required by the Authority.

9.4 Unless specified otherwise in the Specification and Tender Response Document, 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.

10 Management Information

10.1 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 and/or the SErvices ordered and any payments made under this Framework Agreement or any Contracts and any other information relevant to the operation of this Framework Agreement.

10.2 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:

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

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

10.3 If the Third Party Body and/or the Authority shares the Management Information or any other information provided under Clause 10.2 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).

10.4 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.

11 Price and payment

11.1 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 and the Provision of Services.

11.2 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.

11.3 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses or Shortfall Credits) from the Supplier under this Framework Agreement, the Authority may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.

11.4 If a Party fails to pay any undisputed sum properly due to the other Party under this Framework Agreement, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

12 Warranties

12.1 The Supplier warrants and undertakes that:

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

12.1.2 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Framework

Agreement, the Goods and any Contracts, the Goods, the provision of the Services any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Authority from time to time (acting reasonably);

12.1.3 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, Tender Response Document and Terms of Offer) and all accompanying materials is accurate;

12.1.4 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;

12.1.5 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;

12.1.6 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;

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

12.1.8 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;

12.1.9 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;

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

12.1.11 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;

12.1.12 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;

12.1.13 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:

(ii) comply with its Net Zero and Social Value Commitments; and

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

12.1.14 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 12.1.14 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy.

12.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document 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 Tender Response Document and Terms of Offer.

12.3 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.

12.4 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:

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

12.4.2 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.

12.6 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 12 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

12.7 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.

13 Statutory compliance

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

11.2 Without limitation to Clause 13.1 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.

14 Independence of Participating Authorities

14.1 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.

14.2 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:

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

14.2.2 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.

15 Limitation of liability

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

15.1.1 for death or personal injury resulting from its negligence;

15.1.2 for fraud or fraudulent misrepresentation;

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

15.1.4 to make any payments agreed in accordance with Clause 11.2 of this Schedule 2;

15.1.5 Shortfall Credits;

15.1.6 any payments due under Clause 18.5 of this Schedule 2; or

15.1.7 under Clause 2.5 of Schedule 3.

15.2 Subject to Clause 15.1, 15.3 and 15.5 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).

15.3 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.

15.4 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.

15.5 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 and the Provision of Services forming part of such Contracts.

16 Insurance

16.1 Subject to Clauses 16.2 and 16.3 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, professional indemnity, public liability, clinical negligence 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.

16.2 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.

16.3 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 16.1 and 16.2 of this Schedule 2 on condition that such self-insurance arrangements offer the appropriate levels of protection provided that either (i) the Supplier notified the Authority during the tender process of their intention to self-insure or (ii) having not previously notified the Authority that it intends to self-insure and following the Commencement Date intends to self-insure, the Supplier notifies the Authority in prior writing of its intention to self-insure and such intention to self-insure are approved by the Authority in writing prior to the Commencement Date.

16.4 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.

16.5 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.

16.6 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 16 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.

16.7 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.

17 Term and termination

17.1 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.

17.2 The Authority shall be entitled to extend this Framework Agreement for further period(s) (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, provided that the duration of this Framework Agreement shall be no longer than the Extension Period. The Authority shall be entitled to extend the Framework Agreement in relation to all or any of the Goods and/or Services and any extension shall apply to all or any of the Goods and/or Services as the Authority may specify in the notice given pursuant to this Clause 17.2. For the avoidance of doubt, in the event that this Framework Agreement is extended, the Contract Price of the Goods and/or Services subject to any extension shall remain fixed at the price payable (for such Goods and/or Services) immediately preceding the extension subject always to any price variation made in accordance with Clause 20 of Schedule 1.

17.3 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 a Breach Notice and shall 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 17.4.2 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:

17.3.1 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;

17.3.2 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

17.3.3 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 17.4.2 of this Schedule 2, a material breach of this Framework Agreement by the Party in breach not remedied in accordance with an agreed Remedial Proposal. For the avoidance of doubt, where the Authority is entitled to issue a Service Failure Notice pursuant to Clause 20.3 of this Schedule 2 in relation to a breach of this Framework Agreement then the Authority may exercise its rights under Clause

20 of this Schedule 2 instead of the rights under this Clause 17.3 and shall not be required not be required to comply with this Clause 17.3 prior to terminating this Framework Agreement pursuant to 20.6.2 of this Schedule 2.

17.4 Either Party may terminate this Framework Agreement forthwith by issuing a Termination 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:

17.4.1 not capable of remedy; or

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

17.5 The Authority may terminate this Framework Agreement forthwith by issuing a Termination Notice in writing to the Supplier:

17.5.1 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;

17.5.2 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;

17.5.3 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 32.1 of this Schedule 2;

17.5.4 pursuant to and in accordance with the Key Provisions and Clauses 17.6, 20.6.2, 22.7.2, 27.8, 29.2, 29.4, 30.2 and 33.2 of this Schedule

2 or any other provision of this Framework Agreement that provides for termination of this Framework Agreement;

17.5.5 if the warranty given by the Supplier pursuant to Clause 12.4 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 12.4 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 12.4 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable;

17.5.6 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 and/or Services is invalid or unenforceable for whatever reason;

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

17.5.8 the Supplier declines to accept an Order;

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

17.5.10 pursuant to and in accordance with any termination rights set out in the Data Protection Protocol, as applicable to this Framework Agreement.

17.6 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:

17.6.1 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;

17.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 17.6 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

17.6.3 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 26.1 of this Schedule 2) shall entitle, but shall not compel, the Authority to terminate this Framework Agreement in accordance with Clause 17.4.1 of this Schedule 2.

In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 17.6 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.

17.7 The Authority may terminate this Framework Agreement forthwith by issuing a Termination Notice in writing to the Supplier where:

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

17.7.2 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; or

17.7.3 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 17.7.3.

17.8 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 17.5.1 to Clause 17.5.3 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.

17.9 The Supplier agrees and acknowledges that the Authority (on its own behalf and on the behalf of any Participating 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 17.

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

17.11 For the avoidance of doubt, the Authority shall be entitled to terminate the Framework Agreement pursuant to this Clause 17of this Schedule 2 in whole (in relation to all of the Goods and/or Services) or in part (in relation to any particular Good(s)) and any termination shall apply to all of the Goods and/or Services or particular Goods and/or Services as the Authority may specify in any notice given under Clause 17 of this Schedule 2.

18 Consequences of expiry or earlier termination of this Framework Agreement

18.1 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.

18.2 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. Any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

18.3 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.

18.4 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.

18.5 Where the Authority terminates this Framework Agreement due to the Supplier's breach of the Framework Agreement and Participating Authorities are required to purchase goods from other third parties to make good the inability to place Orders for such Goods and/or the Services with the Supplier following the termination of this Framework Agreement, then the Authority may recover from the Supplier the amount by which the Participating Authorities'

cost of purchasing other goods and/or services from a third party exceeds the amount that would have been payable by the Participating Authorities' to the Supplier in respect of the Goods and/or the Services replaced by such purchase during what would otherwise have been the Term of this Framework Agreement provided that the Participating Authorities' uses all reasonable endeavours to mitigate their losses. If the Authority wishes to claim any sum from the Supplier under this Clause, 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. The Supplier acknowledges that payment of such amounts are proportionate when considering the Authority's legitimate interest in ensuring that the Supplier performs its obligations under this Framework Agreement, including the supply of Goods and/or the Services to Participating Authorities at the Contract Price. Such payments shall not be recoverable to the extent that a Participating Authority has already recovered such sums under the terms of the Contract.

19 Suspension of Supplier's appointment

19.1 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 17 of this Schedule 2 and/or the Supplier has failed to satisfy any Applicable Condition Precedent, 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.

19.2 If the Authority provides notice to the Supplier in accordance with Clause 19.1 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:

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

19.2.2 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

19.2.3 the Authority exercises its rights to terminate this Framework Agreement in accordance with Clause 17 of this Schedule 2.

20 Service Failures

20.1 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:

20.1.1 Initial Stock Level (Clause 15 of Schedule 1);

20.1.2 Framework Stock Level (Clause 16 of Schedule 1);

20.1.3 Tail-off Stock Level (Clause 17 of Schedule 1);

20.1.4 Stock Level Failure and reporting (Clause 19 of Schedule 1)

20.1.5 Business Continuity Plan (Clause 7 of this Schedule 2);

20.1.6 Management Information (Clause 10 of this Schedule 2);

20.1.7 Sales Information (Clause 24 of this Schedule 2); or

20.1.8 Key Performance Indicators (Schedule 5),

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.

20.2 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 20.1 above provide to the Authority in writing the following:

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

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

20.2.3 the timeframe for rectifying the breach.

20.3 Without prejudice to any other rights or remedy the Authority may have, where the Supplier is in breach of any the terms set out in Clause 20.1 above the Authority may, 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 Supplier (**"Service Failure Remedial Proposal"**) before exercising any right to serve a Service Failure Notice under this Clause 20.1. 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:

20.3.1 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;

20.3.2 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

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

20.4 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"**).

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

20.5.1 require the Supplier to provide the information pursuant to Clause 19.3 of Schedule 1 on a more frequent basis;

20.5.2 require amendments to the Business Continuity Plan pursuant to Clause 7.5; and/or

20.5.3 require the Supplier to provide further Management Information pursuant to Clause 9 of this Schedule 2.

20.6 Following the service of the [second][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 20.4 or 20.5 above):

20.6.1 suspend the Supplier's appointment to receive new Orders under this Framework Agreement in accordance with Clause 19 by giving notice in writing to the Supplier and all Participating Authorities; or

20.6.2 deem that, for the purposes of Clause 17.4.2 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 17.4.2.

20.7 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 and (where applicable) that the Authority may give notice to the appropriate authority in relation to any debarment lists.

21 Complaints

21.1 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.

21.2 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.

21.3 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.

22 Modern slavery and environmental, social and labour laws

Environmental, social and labour law requirements

22.1 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 Tender Response Document and Terms of Offer. Without prejudice to the generality of the foregoing, the Supplier shall:

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

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

22.1.3 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 22.1.2 of this Schedule 2.

Modern slavery

22.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:

22.2.1 the Modern Slavery Act 2015 (**"Slavery Act"**); and

22.2.2 the Authority's anti-slavery policy as provided to the Supplier by the Authority from time to time (**"Anti-Slavery Policy"**).

22.3 The Supplier shall:

22.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;

22.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

22.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;

22.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;

22.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and

22.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier's obligations under this Clause 22 of this Schedule 2.

22.4 The Supplier undertakes on an ongoing basis that:

22.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;

22.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and

22.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):

(i) has been convicted of any offence involving slavery or trafficking; or

(ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,

not already notified to the Authority in writing in accordance with Clause 22.5 of this Schedule 2.

22.5 The Supplier shall notify the Authority as soon as it becomes aware of:

22.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or

22.5.2 any actual or suspected slavery or trafficking in its supply chain.

22.6 If the Supplier notifies the Authority pursuant to Clause 22.5 of this Schedule 2, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Framework Agreement.

22.7 If the Supplier is in breach of Clause 22.3 or the undertaking at Clause 22.4 of this Schedule 2 in addition to its other rights and remedies provided under this Framework Agreement, the Authority may:

22.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Framework Agreement) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or

22.7.2 terminate this Framework Agreement by issuing a Termination Notice to the Supplier.

Further corporate social responsibility requirements

22.8 The Supplier shall comply with any further corporate social responsibility requirements set out in the Specification and Tender Response Document.

Provision of further information

22.9 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 22 of this Schedule 2. For the avoidance of doubt, the Authority may audit the Supplier's compliance with Clause 22 of this Schedule 2 in accordance with Clause 28 of this Schedule 2.

23 Electronic product and services information

23.1 Where requested by the Authority, the Supplier shall provide the Authority the Product Information and the Services 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.

23.2 The Supplier warrants that the Product Information and the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information and the Services 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 23 of this Schedule 2.

23.3 If the Product Information and the Services 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.

23.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and the Services 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 and Services) available pursuant to the Authority's contracts from time to time. Subject to Clause 23.5 of this Schedule 2, no obligation to illustrate or advertise the Product Information or and the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 23.4 of this Schedule 2.

23.5 The Authority may reproduce for its sole use the Product Information or and the Services 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.

23.6 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 and/or services catalogue as a result of the approval given by it pursuant to this Clause 23.6 of this Schedule 2 or otherwise under the terms of this Framework Agreement.

23.7 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.

23.8 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response document 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.

24 Sales Information

24.1 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 and/or Services supplied by the Supplier to Participating Authorities pursuant to this Framework Agreement. The frequency, format and level of detail to be included in such statements shall be as specified by the Authority in the Invitation to Offer, or as otherwise agreed between the Authority and the Supplier.

24.2 The Supplier shall keep at its normal place of business detailed, accurate and up to date records of the quantity and value of the Goods and/or Services sold by it to any Participating Authority pursuant to this Framework Agreement, together with accurate details of the identity of the Participating Authority to which such Goods and/or Services were sold. Subject to any other auditing process being agreed between the Authority and the Supplier in writing, the Authority shall be entitled by prior appointment to enter the Supplier's normal place of business during normal office hours and to inspect such records in order to verify whether any statement supplied by the Supplier to the Authority pursuant to Clause 24.1 of this Schedule 2 is accurate and complete.

25 Change management

25.1 The Supplier acknowledges to the Authority that the requirements for the Goods and/or Services 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 and Tender Response Document, as may be requested by the Authority from time to time.

25.2 Any change to the Goods and/or Services 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.

25.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.

25.4 The Supplier shall neither be relieved of its obligations to supply the Goods r provide the Services in accordance with the terms and conditions of this Framework Agreement nor be entitled to an increase in the Contract Price as the result of:

25.4.1 a General Change in Law; or

25.4.2 a Specific Change in Law where the effect of that Specific Change in Law is reasonably foreseeable at the Commencement Date.

25.5 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 25.4.2), the Supplier shall:

25.5.1 notify the Authority as soon as reasonably practicable of the likely effects of the Specific Change in Law including whether any variation is required to the Contract Prices and/or this Framework Agreement; and

25.5.2 provide the Authority with evidence:

(i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;

(ii) as to how the Specific Change in Law has affected the cost of providing the Goods or Services; and

(iii) demonstrating that any expenditure that has been avoided has been taken into account in amending the Contract Prices.

25.6 Any change in the Contract Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 25.4.2) shall be implemented by written agreement of the Parties' authorised representative.

25.7 Where there is a General Change in Law or Specific Change in Law, the Authority may (acting reasonably) suggest variation(s) to the terms of this Framework Agreement and the Supplier shall, acting reasonably, agree to such

changes and may only refuse such variation(s) if the variation(s) (a) would materially and adversely affect the risks to the health and safety of any person and that it is not otherwise possible to achieve the desired outcome (b) would require the Goods and/or Services to be supplied in a way that infringes any Law or that it is not lawfully possible to otherwise achieve the relevant aim or (c) it is technically impractical to implement provided that the Supplier can demonstrate to the Authority's reasonable satisfaction that the proposed variation would be significantly detrimental to the provision of the Goods and/or Services or the Supplier does not have, or cannot procure, the technical capacity and capability required to implement the proposed variation within the terms of this Framework Agreement.

26 Dispute resolution

26.1 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).

26.2 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 26.1 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.

26.1 In the event of a Dispute either Party may serve a Dispute Notice on the other Party to commence formal resolution of the Dispute. The Dispute Notice shall set out:

26.1.1 the material particulars of the Dispute; and

26.1.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.

26.2 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by convening a meeting between the Authority's Contract Manager and the Supplier's Contract Manager (together the "**Contract Managers**").

26.2.1 The meeting of the Contract Managers must take place within five (5) Business Days of the date of the Dispute Notice (the "**Dispute Meeting**").

26.2.2 The Contract Managers shall be given ten (10) Business Days following the date of the Dispute Meeting to resolve the Dispute.

26.2.3 The Contract Managers can agree to further meetings at levels 2 and/or 3 as referred to at Clause 5.1 of the Key Provisions in Schedule 1, in addition to the Dispute Meeting, but such meetings must be held

within the ten (10) Business Day timetable set out in paragraph 26.4.2 of Schedule 2.

26.2.4 If at any point it becomes clear that the timetable set out cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the timetable. Any agreed extension to the timetable shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

26.3 If the procedure set out in Clause 26.4 of this Schedule 2 has been exhausted and fails to resolve the Dispute either party may request the Dispute be resolved by way of a binding expert determination (pursuant to Clause 26.6 of this Schedule 2). For the avoidance of doubt, the Expert shall determine all matters (including, without limitation, matters of contractual construction and interpretation) in connection with any Dispute referred to binding expert determination pursuant to Clause 26.6 of this Schedule 2.

26.4 Where the Dispute is referred to binding expert determination the following process will apply:

26.4.1 The Party wishing to refer the Dispute to expert determination shall give notice in writing to the other Party informing it of its wish to refer the Dispute to expert determination and giving brief details of its position in the Dispute.

26.4.2 The Parties shall attempt to agree upon a single expert (who must have no connection with the Dispute unless both Parties have consented in writing) (an "**Expert**"). For the avoidance of doubt, where the Dispute relates to contractual interpretation and construction, the Expert may be Queen's Counsel. In the event that the Parties fail to agree upon an Expert within five (5) Business Days following the date of the notice referred to in paragraph 26.6.1 of this Schedule 2 (or if the person agreed upon is unable or unwilling to act), the Parties agree that the Expert will be nominated and confirmed to be appointed by the Centre for Effective Dispute Resolution.

26.4.3 The Expert must be willing and able to complete the expert determination process within thirty (30) Business Days of the Date of Final Representations (as defined below in Clause 26.6.5 of this Schedule 2).

26.4.4 The Expert shall act as an expert not as an arbitrator or legal advisor. There will be no formal hearing and the Expert shall regulate the procedure as she or he sees fit.

26.4.5 The Parties shall each have the right to make written representations to the Expert and will, with reasonable promptness, provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Such representations must be made within twenty eight (28) Business Days of the Expert

being appointed, or fourteen (14) Business Days after the last documents requested by the Expert have been provided to the Expert, whichever is the later ("**Date of Final Representations**"). Any documents provided to the Expert and any correspondence to or from the Expert, including email exchanges, shall be copied to the other Party simultaneously.

26.4.6 The Expert shall have the power to open up, review and revise any certificate, opinion, requisition or notice and to determine all matters in Dispute (including his jurisdiction to determine matters that have been referred to him).

26.4.7 The Expert may take such advice and assistance from professional advisers or other third parties as he reasonably considers appropriate to enable him to reach a determination of the Dispute and may issue orders that one or both of the Parties are to pay such third party costs, stating the proportion. For the avoidance of doubt, where the Expert is not Queen's Counsel, and the Expert requires advice or assistance on matters of contractual interpretation and construction, the Expert may take such advice and assistance from a third party Queen's Counsel of their choosing under this Clause 26.6.7 of this Schedule 2. The Parties will pay any such third party costs incurred pursuant to this Clause 26.6.7 of this Schedule 2 in such proportions as the Expert shall order. In the absence of such order such third party costs will be paid equally.

26.4.8 The Expert shall provide the Parties with a written determination of the Dispute (the "**Expert's Decision**") within thirty (30) Business Days of the Date of Final Representations, which shall, in the absence of fraud or manifest error, be final and binding on the Parties.

26.4.9 The Expert's Decision shall include reasons.

26.4.10 The Parties agree to implement the Expert's Decision within five (5) Business Days of the Expert's Decision being provided to them or as otherwise specified as part of the Expert's Decision.

26.4.11 The Parties agree that the Expert shall be entitled to proceed to give his binding determination should one or both Parties fail to act in accordance with the procedural timetable set out above.

26.4.12 The Parties will pay the Expert's costs in such proportions as the Expert shall determine. In the absence of such determination such costs will be shared equally.

26.4.13 The Parties agree to keep confidential all information arising out of or in connection with the expert determination, including details of the underlying Dispute, except where disclosure is required by Law.

26.5 Nothing in this Framework Agreement shall prevent:

26.5.1 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 Goods and/or the provision of Services;

26.5.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (including Intellectual Property Rights) or which relates to the safety of patients and other service users or the security of Confidential Information, pending the resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

26.6 Subject to Clause 26.7 of this Schedule 2, neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Clause 26 have been exhausted. For the avoidance of doubt, either Party may commence legal action to enforce the Expert's Decision.

26.7 This Clause 26 of this Schedule 2 shall survive the expiry of or earlier termination of this Framework Agreement for any reason.

27 Force majeure

27.1 Subject to Clause 27.2 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.

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 and will not be considered to be in default or liable for breach of any obligations under this Framework Agreement if:

27.2.1 the Supplier has fulfilled its obligations pursuant to Clause 7 of this Schedule 2;

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.

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 Framework Agreement 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 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.

27.5 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.

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 Framework Agreement by issuing a Termination Notice on the Supplier.

27.9 Following such termination in accordance with Clause 27.8 of this Schedule 2 and subject to Clause 27.10 of this Schedule 2, 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 shall continue in full force and effect unless otherwise specified in this Framework Agreement.

28 Records retention and right of audit

28.1 Subject to any statutory requirement and Clause 28.2 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.

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 Framework Agreement.

28.3 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.

28.4 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.

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 Framework Agreement 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 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 Framework Agreement.

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 Framework Agreement.

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 Framework Agreement. 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 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 29.2 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.

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 Framework Agreement 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/or Services 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.

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 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.

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.

31 Notice

31.1 Subject to Clause 27.5 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 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.

31.2 Additionally or alternatively to Clause 31.1 of this Schedule 2, the Authority may serve any notices served under this Framework Agreement on the Supplier by sending a message to the Supplier through the portal used for the procurement and/or management of this Framework Agreement (as such portal is designated from time to time for that purpose by the Authority) to the account details on that portal by the Supplier from time to time for the purposes of receiving such notices or communications relating to this Framework Agreement.

31.3 A notice shall be treated as having been received:

31.3.1 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

31.3.2 if sent by 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

31.3.3 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;

31.3.4 if sent on the portal in accordance with Clause 31.2 and sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours.

32 Assignment, novation and Sub-contracting

32.1 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.

32.2 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.

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

32.3.1 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

32.3.2 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.

32.4 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/or Services 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.

32.5 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.

33 Prohibited Acts

33.1 The Supplier warrants and represents that:

33.1.1 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

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

33.2 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:

33.2.1 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;

33.2.2 any termination under Clause 33.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, S. or subsequently accrues, to the Authority; and

33.2.3 notwithstanding Clause 26 of this Schedule 2, any dispute relating to:

(i) the interpretation of Clause 33 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.

34 General

34.1 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.

34.2 Without prejudice to Clause 34.1 above, the Authority, on its own behalf and as agent for each of the Participating Authorities, shall have the right to (but is not obliged to):

34.2.1 have conduct of all claims and disputes against the Supplier pursuant to this Framework Agreement or any Order (including having the right to conduct enforcement actions pursuant to individual Orders on the behalf of the relevant Participating Authority);

34.2.2 agree any variations to this Framework Agreement on behalf of all Participating Authorities without their specific consent;

34.2.3 have the right to enforce the terms, conditions, undertakings, representations, warranties and other provisions of:

(i) this Framework Agreement; or

(ii) any Order

on the behalf of all and any Participating Authorities; and

34.2.4 recover, on the behalf of the relevant Participating Authority, loss suffered by any of the Participating Authorities under this Framework Agreement or any Order.

Nothing in this Clause shall allow both the Authority and a Participating Authority to recover or claim for the same loss. The Authority shall not be required to comply with any additional procedures or requirements that the Supplier purports to require the Authority to follow in order to recover any loss.

34.3 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.

34.4 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.

34.5 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.

34.6 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.

34.7 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.

34.8 The rights and remedies provided in this Framework Agreement are cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Framework Agreement or by any other contract or document. In this Clause 34.8 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.

34.9 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.

34.10 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.

34.11 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.

34.12 Subject to Clause 26 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.

34.13 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 Nothing in Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").

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 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;

1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;

1.3.4 to any relevant party for any examination pursuant to section 6 of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

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

1.3.6 on a confidential basis, to a proposed successor body in connection with any proposed or actual assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Framework Agreement,

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 Where the Supplier is Processing Personal Data and/or otherwise sharing Personal Data under or in connection with this Framework Agreement, the Parties shall comply with the Data Protection Protocol in respect of such matters.

2.3 Where any Personal Data is Processed 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 2 of this Schedule 3 and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.

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, Codes of Practice 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, Codes of Practice 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, Codes of Practice 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, Codes of Practice 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, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice 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, Codes of Practice 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, Codes of Practice 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.

4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

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 and the Provision of Services 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 and the Provision of Services are as set out at Appendix A of this Framework Agreement.

"Anti-Slavery Policy"	has the meaning given under Clause 22.2.2 of Schedule 1;
"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;
"Breach Notice"	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Framework Agreement;
"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 pandemic 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 and/or Services 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 and the Provision of Services"	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;

"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or Services which comes into force after the Commencement Date;
"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;
"Codes of Practice"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Commencement Date"	means the date of this Framework Agreement;
"Comparable Supply"	means the supply of goods to another customer of the Supplier that are the same or similar to any of the Goods and/or Services;
"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 and the Provision of Services;
"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 9.1 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;
"Controller"	shall have the same meaning as set out in the GDPR;
"Data Protection Legislation"	means (i) the Data Protection Act 2018; (ii) the UK GDPR and (iii) any other Laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time;
"**Data Protection Protocol**"	means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3 (Information and Data Provisions) of this Framework Agreement;
"Dispute(s)"	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Framework Agreement, any matters of contractual construction and interpretation relating to the Framework Agreement, or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"**Dispute Notice**"	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
"Dispute Resolution Procedure"	means the process for resolving disputes as set out in Clause 26 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"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"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 References"	shall have the meaning given to the term in Clause 1.16 of this Schedule 4;
"Evergreen Supplier Assessment"	shall have the meaning given to the term in Clause 8.2 of Schedule;
"Expiry Date"	has the meaning given under Clause 2.1.2 of Schedule 1;
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Extension Period"	the period set out at the head of this Framework Agreement, being the maximum duration for which the Authority can extend this Framework Agreement;
"FOIA"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"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 applicable outside of England and Wales that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to supply the Goods and/or Services, 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 excluding, for the avoidance of doubt, any event or other consequences arising as a result of or in connection with the withdrawl of the United Kingdom from the European Union;
"Framework Agreement"	means the form of framework agreement at the front of this document and all schedules and appendices attached to the form of framework 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;
"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;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"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 and/or service provider engaged in the manufacture and/or supply of goods and/or services similar to the Goods and/or Services 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 and Tender Response Document, the Award Schedule and any Order;
"Guidance"	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Goods and/or Services, 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 EMA, the European Commission, the Care Quality Commission, NICE 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;
"HM Government Cyber Essentials Scheme"	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;

"Intellectual Property Rights"	means all patents, copyright, design rights, registered designs, trademarks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trademarks and registered designs;
"Invitation to Offer"	means the invitation to offer issued by the Authority comprising: • Document No.01 Covering letter • Document No.02 Terms of offer • Document No.02a Award Criteria, Local Award Tool • Document No.02b V6.2 Homecare Medicines and Services KPI's collection Template • Document No.03 NHS Framework Agreement and Terms and Conditions – Homecare Goods and Services • Document No.04 Confidential information schedule • Document No.05 Technical specification • Document No. 05 Appendices - Appendix A - HPN Commissioning Process Appendix B - HPN Framework Medicine Pathway Appendix C - Patient assessment form for HPN Appendix D - Patient Competencies Appendix E - Standard Protocol for derivation and assessment of stability part 4 - Parenteral Nutrition Appendix F - Weekly nurse report Appendix G - Example MI (Management Information) Template WORKING DRAFT Appendix H - Example KPI Collection Template v6.2 Appendix I - Adult HPN formulation request form Appendix J - Adult HPN prescription 1 or 2 bags Appendix K - Adult HPN prescription 3 or 4 bags Appendix L - Paediatric HPN formulation request form Appendix M - Paediatric HPN prescription 1 or 2 bags Appendix N – Framework Medications Appendix O - HPN Ancillary stock list (Adult and Paediatric) Appendix P - Nurse Competencies Appendix Q - Standard protocol for deriving and assessment of stability Part 1 aseptic preparations (small molecules) v4 April 17 Appendix R - Transfer of patient from one Purchasing Authority to another Appendix S - Transfer of patient from one Contractor to another Appendix T – SICL template • Document No.06 HPN Commercial Schedule • Document No.07 Form of offer • Document No. 08 Market Engagement – Transparency Disclosure • Document No. 09 Data Protection Protocol • Document No. 10 Participating Authorities • Document No. 11 HPN Patient Distribution Map

	• Document No. 11a Patient Numbers
"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, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales; (b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument); (c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (e) requirements set by any regulatory body as applicable in England and Wales; (f) any relevant code of practice as applicable in England and Wales; and (g) 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;
"MHRA"	means the Medicines and Healthcare products Regulatory Agency;
"Mid-Point Date"	for each Good 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;
"Net Zero and Social Value Commitments"	means the Supplier's net zero and social value commitments, each as set out in the Key Provisions and/or the Specification and Tender Response Document;

Net Zero and Social Value Contract Commitments"	shall have the meaning given to the term in Clause 8.4 of Schedule 1;
"NHS"	means the National Health Service;
"NHS Services Agreement"	means an agreement for the provision of services which requires the use of or supply of the Goods as between (i) a Participating Authority and (ii) an NHS Service Provider;
"NHS Service Providers"	means a third party who provides a service to a Participating Authority which requires the use of or supply of the Goods pursuant to a NHSE Services Agreement;
"**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/or Services and enter into Contracts under this Framework Agreement, as set out in Schedule 7;
"Orders"	means orders for Goods and/or Services 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 UK 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 20 of Schedule 1;
"Process"	shall have the same meaning as set out in the UK 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 23 of Schedule 2 for inclusion in the Authority's product catalogue from time to time;
"Prohibited Acts"	has the meaning given under Clause 33.1.1 of Schedule 2;
"Regulations"	means the Public Contracts Regulations 2015 (SI 2015/102) as amended or replaced from time to time;
"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 17.3 of Schedule 2;
"Review"	has the meaning given under Clause 20 of Schedule 1;
"Review Notice"	has the meaning given under Clause 20 of Schedule 1;
"Revised Contract Price"	means the new Contract Price for the Goods as established pursuant to a Review;
“Services”	means the services that the Supplier is required to provide to Participating Authorities under Contracts placed under this Framework Agreement, details of such Services being set out in the Specification and Tender Response Document and any Order;
“Services Information”	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 22 of Schedule 2 for inclusion in the Authority’s services catalogue from time to time;
"Specification and Tender Response Document"	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;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"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;
"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 Code of Conduct"	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
"Supplier Net Zero Corporate Champion"	shall have the meaning given to the term in Clause 8.3 of Schedule 1;
"Supplier Net Zero and Social Value Contract Champion"	shall have the meaning given to the term in Clause 8.6 of Schedule 1;
"Term"	means the period commencing on the Commencement Date and ending on the latest of the Expiry Dates specified in the Award Schedule;
"Termination Notice"	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Agreement on a specified date and setting out the grounds for termination;
"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 10 of Schedule 2;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; 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 Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented, replaced or transposed from time to time.

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 34.7 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.

1.13 Any Breach Notice issued by a Party in connection with this Framework Agreement shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("**Receiving Party**") may ask the Party that issued the Breach Notice ("**Issuing Party**") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.

1.14 Any terms defined as part of a Schedule or other document forming part of this Framework Agreement shall have the meaning as defined in such Schedule or document.

1.15 For the avoidance of doubt, and to the extent not prohibited by any Law, the term "expenses" (as referred to under any indemnity provisions forming part of this Framework Agreement) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.

1.16 Any reference in this Framework Agreement which immediately before Exit Day was a reference to (as it has effect from time to time):

1.16.1 any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

1.16.2 any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

Schedule 5

Key Performance Indicators

(Document 2b – v6.2 Homecare Medicines and Services KPIs collection template

Part B - Specification and Tender Response Document

Document 5a	General			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor 's Answer (or file reference to separate document with answer / requested document ation)
		Specification Compliance Summary		
5a_c	Compliance Yes/No	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
5a_1		**Overall Service**		
5a_1.1s	Specification	The Medicines Homecare Pathway(s) is/are shown in Appendix B		N/A

5a_1.2s	**Specification**	Suppliers will work in partnership with the Purchasing Authority to ensure: - Patient safety - Best possible clinical outcomes - Patient satisfaction - Minimal additional costs to the Purchasing Authority as a publicly funded body. As well as that prescribed treatments are delivered in accordance with: - the Medicines Homecare Pathway - Individual Patient Care Plan and Equality and Diversity policy if special needs have been identified - any written instructions from the clinician responsible for the patient's treatment.		N/A
5a_1.3s	**Specification**	Suppliers will work as a sub Supplier to the Purchasing Authority to ensure patient safety and prescribed treatments are delivered in accordance with their Medicine Pathway (Appendix B), Individual Patient Care Plan if special needs have been identified, and written legal instructions from the clinician responsible for the patient's treatment.		N/A
5a_1.4s	**Specification**	The Supplier will work as a sub contractor to the Purchasing Authority and will work together in partnership to ensure patient safety, patient satisfaction and best possible clinical outcomes and to minimise any additional costs to the Purchasing Authority. This will include adhering to the nursing and additional services acceptable to deliver within the cost envelope.		N/A
5a_1.5s	**Specification**	The Supplier will provide adequate facilities and resources to provide the services to the level described within this specification. There must also be an ongoing commitment to increasing the ability to provide the service as required in a timely manner. Contingency planning is covered within the Governance Section. The Supplier should not provide an enhanced level of service outwith that stated within the framework to any Purchasing Authority or individual patient.		N/A
5a_1.6s	**Specification**	The Supplier should demonstrate that they have plans for on-going expansion in order to cover the future needs of the service.		N/A

5a_1.7s	**Specification**	The Supplier's normal working hours (hours of service provision) must match or exceed Monday to Friday 09:00hrs - 17.30hrs excluding bank holidays.		N/A
5a_1.7aq	**Adjudication Question**	**With reference to the Specification Point above, Suppliers should state their normal working hours and bank holidays for responding to queries from the Purchasing Authority.**	N/A	
5a_1.8s	**Specification**	The frequency of deliveries depends on the stability of PN product. PN stability usually enables a 2 weekly delivery but could be monthly for individual patients. If a delivery is required more than 2 weekly the Supplier will be notified by the Purchasing Authority based on the PN stability data or exceptional circumstances.		N/A
5a_1.9s	**Specification**	Where the Supplier uses sub-contractors either routinely or for contingencies for the provision of products and service, all requirements within this specification will be extended to the sub-contractor's organisation and staff. The only exception to this is couriers used for emergency deliveries. In these circumstances, the couriers must not enter a patients home without appropriate training, DBS checks and patient consent'.		N/A

5a_1.10s	**Specification**	It is the responsibility of the Supplier to provide evidence that all sub-contractors (with the exception of Compounding sub-contractors as this is covered under the tab 6b of Document 6a meet these requirements and to inform NHS England CMU and the Purchasing Authority of any and all intended subcontracted parts of the service. Suppliers must provide a list of sub-contractors and detail any aspects of the tender intended to be sub-contracted for the Purchasing Authority to approve - see tab 6b of Document 6a for further information. The list of sub-contractors is subject to change control provisions of this specification including gaining approval from NHS England CMU and Purchasing Authority for any changes.		N/A
5a_1.10aq	**Adjudication Question**	**With reference to the Specification Point above, please provide details of all sub-contractors intended to support this contract, and evidence of your assurance that they will meet the requirements of this specification.**	N/A	
5a_1.11s	**Specification**	The Supplier has understanding and experience of providing home parenteral nutrition homecare services either in the UK or abroad. If there is no current experience, the Supplier must explain how they will go about setting up this service.		N/A
5a_1.11aq	**Adjudication Question**	**With reference to the Specification Point above, please provide details of your understanding / experience.**	N/A	

5a_1.12s	**Specification**	The Supplier will represent accurately and honestly their capability to deliver a homecare service at all times during the tendering process and throughout the life of the contract. They should also represent their capacity for compounding, delivery and nursing to all NHS England designated Integrated Care Boards (ICB's) .		N/A
5a_1.13s	**Specification**	The Supplier must communicate in writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead/s within 24 hours if it is unable to fulfil any contracted or otherwise agreed duties.		N/A
5a_1.13aq	**Adjudication Question**	**During periods in the year when there are significant bank holidays, such as Easter, Christmas, New Year there is an expectation that the supplier will start the process of accepting a new HPN patient onto service and that this will be completed as close as possible to the usual 5 day time frame. While it is understood over a period when there are a number of bank holidays, the process may take longer, a complete shut down of acceptance impacts on a patient's discharge. Suppliers are asked to work with the Clinical Advice & Management Group and or the purchasing authorities to progress specific patient requests during these periods.** **With reference to the Specification Point above, please provide your Bank Holiday process plan.**	N/A	
5a_2		**Quality Guidelines and Regulatory Compliance**		
5a_2.1c	**Compliance Yes/No**	The Supplier shall respond to any relevant national quality standards and general guidance recommended by the British Association for Parenteral and Enteral Nutrition (BAPEN), British Intestinal Failure Alliance (BIFA), National Pharmaceuticals Supply Group (NPSG), the Pharmaceuticals Market Support Group (PMSG) or the National Home Care Medicines Committee (NHMC), Royal Pharmaceutical Society(RPS) and other relevant regulatory bodies and as they are updated. It is the Suppliers responsibility to maintain all current standards. Please indicate Yes / No as to if you comply. Please note that the inability to comply may result in a bid being unsuccessful.		

5a_2.2s	**Specification**	The Supplier will carry out self-inspections of their quality system at regular intervals and record the results and raise corrective and preventative actions for any non-conformances found.		N/A
5a_2.3s	**Specification**	An agent of the Purchasing or Contracting Authority may carry out a Quality Audit of the Supplier's facilities and processes to satisfy itself that the Supplier is complying with the relevant regulations and quality guidelines stated in this specification. Auditors may include a Quality Assurance or Production Pharmacist or other authorised officer from the Purchasing or Contracting Authority or other NHS body. The Supplier will be given an opportunity to respond to any issues raised by a Quality Audit. A Summary of results of Quality Audits including the Supplier's responses may be shared with other relevant NHS Contracting Authorities.		N/A
5a_2.4s	**Specification**	The Supplier will submit CQC reports upon request.		N/A
5a_3		**Selection, Registration of Patients and Service Activation**		
5a_3.1s	**Specification**	Once a Purchasing Authority has secured a Supplier who is able to provide the required clinical services a discharge date cannot be set until the Supplier is in receipt of the following from the Purchasing Authority; completed Patient Registration Form, Prior Approval number (currently Blueteq) and Appendix C Patient Assessment Form.		N/A
5a_3.2s	**Specification**	The Supplier will provide the patient with information about the homecare service, a patient information leaflet, and an explanation of use of their personal data in accordance with the Data Protection Protocol.		N/A
5a_3.3s	**Specification**	Patient selection is the responsibility of the Purchasing Authority. An initial patient suitability and needs assessment will be carried out by a competent member of staff appointed by the Purchasing Authority. The Purchasing Authority will explain the patient's responsibilities and confirm the patient's motivation and suitability for the homecare service. This will include appropriate assessment of the patient's home environment or other location where the services will be delivered and identify any special needs in an individual patient care plan.		N/A

5a_3.4s	**Specification**	The Purchasing Authority will securely transmit to the supplier the specified registration information including, where applicable, details of an individual care plan. Where applicable, the registration information will include a date where product and service is first required.		N/A
5a_3.5s	**Specification**	On receipt of valid registration information, the Supplier will log the patient onto their systems. Any special needs identified in the individual patient care plan, or otherwise identified by the Supplier will be considered by the Supplier and any safety concerns or additional costs for product or service items not included in this specification raised with the Purchasing Authority before the patient is designated as ready for service activation. The Supplier has the right to decline to accept patients with additional special needs onto the homecare service. The patient's details should be recorded on the Supplier's systems and Service Activation completed within [5] working days subject to the timely receipt of the initial prescription and purchase order as detailed in the specification.		N/A
5a_3.6c	**Compliance Yes/No**	Patients may be placed on hold for a maximum of 30 days. On hold daily payments will only be made to the Supplier for a maximum of 30 days. The patient will be considered as paused for a further two months. During this time the aseptic preparation and any nursing slot should be released by the Supplier for other patients and the pump may be collected. After three months in total the Supplier must inform the Purchasing Authority that the three months has elapsed and the Purchasing Authority will advise the patient that all home parenteral support equipment & supplies will be collected. The patient would become a new patient if re started on home parenteral support. A paused patient will be expected to be recommenced on HPN within five working days of the restarting being agreed but no installation charge will be chargeable. Please indicate Yes / No as to if you comply. Please note that the inability to comply may result in a bid being unsuccessful.		

5a_3.7s	**Specification**	Purchasing Authority will complete and securely transmit to the Supplier the formulation request and purchase order will be provided at the same time as the registration form or at least 5 working days for new patients and 3 working days for current patients before the confirmed service activation date.		N/A
5a_3.8s	**Specification**	The Supplier should liaise with the Purchasing Authority to confirm who will carry out an assessment of the patient's home environment or other location where the services will be delivered. The visit is undertaken to identify any special needs relating to the home environment and captured in an individual patient care plan and should be carried out within 3 days of receiving the registration forms. This completed assessment must be shared between the Purchasing Authority or the Supplier. Any issues or additional special needs identified by the Supplier must be notified to the Purchasing Authority within 2 working days. The pre-discharge hospital visit by the Supplier, will review the patient needs assessment and should be undertaken within 3 working days of receipt of registration documents. If the Supplier becomes aware of any significant changes in the patient's home circumstances this information must be reported in writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead/s within 24 hours.		N/A
5a_3.8aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your process complies and you will provide an example of this upon request.**	N/A	

5a_3.9s	**Specification**	The Supplier must have processes in place to undertake regular reviews of the Home Assessment within a scheduled visit to confirm any alteration in the patient's status, and have processes in place to identify and respond to any change in the patient's circumstances that impact on the patient assessment form (Appendix C).		N/A
5a_3.9aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your process complies and you will provide an example of this upon request.**	N/A	
5a_3.10s	**Specification**	The Supplier must have processes in place to ensure the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead/s are informed in writing at least 48 hours before the agreed service activation date of any issue preventing the service activation for a patient on the confirmed activation date.		N/A
5a_3.10aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your process complies and you will provide an example of this upon request.**	N/A	
5a_3.11s	**Specification**	The Purchasing Authority will complete and securely transmit to the Supplier an initial prescription for medicines, ancillaries and equipment as required for the first treatment period, plus a specified quantity of buffer stock and its associated purchase order.		N/A

5a_3.12s	**Specification**	Training of Patients to self-administer medicines will be the responsibility of the Purchasing Authority unless specified as a Clinical Service to be provided by the Supplier (see Clinical Service tab and Home visit tab), or as detailed in the agreed Individual Patient Care Plan.		N/A
5a_3.13s	**Specification**	The Purchasing Authority will re-assess the patient's suitability for homecare periodically. The Supplier must inform the Purchasing Authority of any concerns regarding patients', or their home environment's, suitability for receipt of the requested homecare medicines service.		N/A
5a_4		**Communication with the Patient**		
5a_4.1s	**Specification**	The Purchasing Authority will provide the patient information of the service prior to referral to the Supplier The Supplier will make the 1st attempt to contact the patient within 5 working days of receipt of valid registration and prescription. The Supplier will provide patient information in accordance with the specified service and the data protection protocol no later than the first delivery. Any patient information provided to patients by either party will be subject to change control provisions within this specification.		N/A
5a_4.2s	**Specification**	Communication with the patient should be initiated by the Supplier only as needed to deliver the homecare service. All contact between the Supplier and the patient must be logged with a full audit trail and made available to the Purchasing Authority upon request. The Supplier must ensure robust communication processes are in place to support the provision of the homecare service.		N/A

5a_4.3s	**Specification**	The Supplier is responsible for providing each patient with a homecare service "welcome pack" prior to the patient going home or on installation of the service. The welcome pack needs to consider the needs of the following users; Adult patients Paediatric patients and parents Adolescents transitioning from paediatric to adult services		N/A
5a_4.4s	**Specification**	The homecare service "welcome pack' will detail useful and helpful information for patients of all ages and carers, this should include: • National HPN Patient Charter • Welcome to the service, include wording advising patients all services are funded by the NHS • Outline of the service and what they will receive. This should cover delivery information and stock control arrangements including arrangements for unused medicines • The roles of any of the Supplier's staff they will encounter during the service • Therapy information – description of service, deliveries, equipment, visits and their responsibilities as appropriate to their Medicine Pathway (Appendix B) • How to handle, store and monitor the temperature of medicines using equipment provided. • How to access patient support services provided • Patient Services opening hours, out of hours and emergency contacts • Who to contact if... e.g. running short of medicines or ancillaries • What to do if... e.g. clinical adverse event occurs, equipment fails • How their confidentiality will be maintained and personal data used • How to complain about the homecare service • Travel Service • Waste disposal e.g. sharps etc. • Provide an opportunity for a patient to request a nominated alternative address agreed by the Purchasing Authority • Should a patient and/or carer not be fluent in English, information should be provided in their own language. Where appropriate this should also be available in pictorial format, and large print. Patient information is to be provided in a range of available languages to meet patients of all ages needs.		N/A

5a_4.4aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your welcome pack complies and clearly demonstrates it covers the needs of patients of all ages and you will provide an example of your welcome pack patient information upon request.**	N/A	
5a_4.5s	**Specification**	The Supplier will provide general details of the travel service that may be available within patient "welcome packs". This will include: • Instructions regarding how patients are responsible for working jointly with Suppliers and Purchasing Authorities to make arrangements for travel, including a pre-travel patient action check-list • Advice regarding any travel destinations where there are known restrictions or difficulties • Details of notice period required by the Supplier of travel plans • Advice on packaging HPN, medicines and ancillaries for transportation		N/A
5a_4.5aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your pre-travel patient action check-list complies and you will provide an example on request.**	N/A	

5a_4.6s	**Specification**	Suppliers must seek consent from the Purchasing Authority, patients/carers or other authorised representative before sending any promotional material, circulars or questionnaires to patients, relatives or GPs. Any material sent to the patient must not contain any visible information which could identify them as a home parenteral support patient.		N/A
5a_4.7s	**Specification**	Patient Services telephone helpline to be provided. The minimum requirements are; • Available between 08:00hrs and 18:00hrs weekdays and 09:00 to 12:00 on Saturdays with answer phone outside those hours • Freephone number (from landline.) • Alternative Freephone phone number for Mobiles to call (if it's not the same as the landline number) • Secure e-mail for exchange of patient identifiable information for example nhs.net • Working hours telephone calls must be answered within 3 minutes • Messages left on the Supplier's answered machine should be responded to by 10am on the next working day The Supplier will provide contact details to patients for out of hours assistance and should make patients aware of free Apps they can download which gives free mobile access to an 0800 number.		N/A
5a_4.7aq	**Adjudication Question**	**With reference to the Specification Point above, please detail the Patient Services telephone helpline to be provided.**	N/A	
5a_4.8s	**Specification**	The supplier must provide an inbound patient queries and complaints service during hours of service provision offering timely response to patient queries with answer phone outside those hours. This must include a telephone helpline at a local rate or freephone.		N/A

5a_4.9s	**Specification**	Communication / information in relation to the homecare service will be in English. Should a patient and/or carer not be fluent in English, information will be provided in their own language. Where appropriate this must also be available in pictorial format, and large print.		N/A
5a_5		**Stock Management in the Home**		
5a_5.1s	**Specification**	Supplier to ensure that repeat deliveries ensure that patients will maintain buffer stock in the home sufficient for 14 days treatment for ancillaries and a minimum of 3 days buffer stock for Parenteral Nutrition medicines, in addition to that calculated as normal as designated within the Medicine Pathway (Appendix B)		N/A
5a_5.2s	**Specification**	The Supplier will have systems and procedures in place to ensure the patient receives deliveries containing quantities of medicines and ancillaries for the expected treatment duration in accordance with the Medicine Pathway (Appendix B) and/or administration instructions detailed on the patient's prescription.		N/A
5a_5.3s	**Specification**	Subject to the consent of patient or carer, Supplier's staff must undertake a stock check of medicines, ancillaries and equipment in the patients home (or location of service provision) at the time of nurse visits or at the request of the Purchasing Authority. Or, in the case of self administering patients, must be completed as a minimum 3 monthly at the time of medication deliveries, by the delivery driver. Evidence of suspected over or under use must be reported in writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead/s within 2 working days.		N/A
5a_5.4s	**Specification**	Subject to the patients or carers consent, stock identified as past its expiry date or unusable for any other reason must be removed from the patient’s home at the earliest opportunity to ensure patient safety. The Supplier must log such events as incidents and report to the Purchasing Authority as agreed in this specification.		N/A

5a_5.5s	**Specification**	Where the integrity of the product is compromised due to patient error, the Supplier will be responsible for stock replenishment within a timescale that ensures the patient has the required product to continue treatment. As this will carry an extra charge to the Purchasing Authority, the Supplier should inform and get authorisation from the Purchasing Authority. The timescale for this is dependant on the clinical status of the patient and should be discussed with the Purchasing Authority to formulate a plan of action by the Supplier and the Purchasing Authority.		N/A
5a_5.4		**Returns & Clinical Waste Management**		
5a_5.6s	**Specification**	The Supplier will be responsible for the safe disposal of the patient's clinical waste generated through the provision of the Service at intervals agreed with the Purchasing Authority and will provide approved sharps disposal boxes and appropriate clinical waste containers. All current UK law and regulations on clinical waste must be adhered to by the Supplier including the collection, transportation and disposal of clinical waste.		N/A
5a_5.7s	**Specification**	It is preferable that all collections of returned items are made at the same time as a scheduled product delivery. If the collection is not taking place at the same time as the delivery, the Supplier must agree a convenient collection time with the patient or carer.		N/A
5a_6		**Care Away from Home / Travel Service - General**		
5a_6.1s	**Specification**	There will continue to be a range of situations where it is appropriate to arrange short notice delivery to addresses other than the patient's home address (e.g. patient's being re-admitted to hospital at short notice).		N/A

5a_6.2s	**Specification**	The travel service to be provided by the Supplier should include: • Delivery of the product and ancillaries to a mainland UK destination, this can include ports and airports. • Provision of packaging to ensure cold chain where appropriate. • Provision of letters of travel, explaining what the medication is. These should be translated into the language of the destination where possible. • Nursing where there is a Supplier nursing team available and it has capacity to take on the extra patients with no extra cost to the Purchasing Authority. • Provision of a maximum / minimum thermometer while a domestic fridge is being used. • Collection of waste (UK only). The travel service should not include: • Transportation of feed or ancillaries to destinations abroad. • Compounding of PN abroad. • Delivery and collection of a refrigerator.		N/A
5a_6.2aq	**Adjudication Question**	**With reference to the above specification point, please provide details of this service to patients, when they are on holiday or travel away from home in the UK, will be managed.**	N/A	
5a_6.3s	**Specification**	Suppliers may be asked to deliver to different UK addresses including hospital-arranged accommodation prior to or following procedure and in term time compared to holiday time. e.g.: students with home and term time addresses.		N/A

5a_6.4s	**Specification**	The Supplier will be required in exceptional circumstances to provide additional supplies to cover patient holidays and travel away from home to any address in the [UK mainland including islands accessible by road plus the Isle of Wight and the Isles of Scilly; or England and its Islands.] The holiday service should include delivery of all medicines, ancillaries and equipment and clinical services; return of equipment, ancillaries and excess medicines; and disposal of clinical waste as appropriate.		N/A
5a_6.4aq	**Adjudication Question**	**With reference to the above specification points, please provide details of how this service to patients, when they are on holiday or travel away from home in the UK, will be managed.**	N/A	

5a_6.5s	**Specification**	Patient Information will advise that Patients are required to provide at least 6 weeks notice of travel plans within the UK in order that the Supplier can make necessary arrangements for service delivery. If patients are planning to travel abroad, and notify the Supplier, the Supplier must notify the Purchasing Authority at least 6 weeks in advance of the departure date. Arrangements to administer the therapy whilst abroad are the responsibility of the specialist nursing team at the referring hospital. The Supplier may be asked to supply letters for international travel or to arrange cold chain deliveries in some circumstances (translated into other languages as required). They may also be asked to provide advice/assistance with the packaging of drug for transportation or to deliver to UK airports and ports on request. Any holiday services that include provision of clinical services in alternative locations must be subject to a Suitability and Needs Assessment and arranged with the full knowledge and support of the clinical team responsible for the patients treatment. The patient is responsible for obtaining appropriate medical insurance which will allow them to obtain appropriate medical advice and treatment locally and to cover any unplanned events. The Supplier may be contacted to provide assistance, however there is no responsibility to get medicines or ancillaries to the patient should the patient not be able to return home as planned.		N/A
5a_7		**Amendment, interruption and termination of a patient's homecare service**		
5a_7.1s	**Specification**	The Supplier must have processes in place to manage amendment, interruption or cessation of the homecare service for an individual patient on notification from the Purchasing Authority. The Purchasing Authority may request the Supplier to collect medicines, ancillaries and equipment and dispose or recycle them as appropriate. In the event of a patient’s death the process described will be carried out with particular sensitivity at a time convenient to the patient’s family or carer. If the Supplier is unable to retrieve the equipment within 10 working days then they must communicate in writing with the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead/s within 48 hours.		N/A

5a_7.1aq	**Adjudication Question**	**With reference to the above specification point, please provide details of how this process will be managed.**	N/A	
5a_7.2s	**Specification**	Any instruction from the Purchasing Authority to amend, interrupt or cease the homecare service for an individual patient must be implemented within [2] working days. The Purchasing Authority will not be responsible for any costs or losses incurred by the Supplier for products or services (excluding equipment see below) provided later than the 2nd working day after notification of interruption or termination of service. Confirmation must be provided in writing by the Purchasing Authority if initial instruction is verbal. Service re-activation will be in accordance with the Service Activation provisions within the Selection, Registration of Patients and Service Activation section of the specification.		N/A
5a_7.3s	**Specification**	All equipment, ancillaries and unwanted medicines will be collected by the Supplier within 10 working days of the termination of the homecare service or as agreed with the patient or carer. Please note that a maximum of 10 days "On Hold" Fee will be paid by the Purchasing Authority.		N/A
5a_8		**Communication with the Purchasing Authority**		
5a_8.1s	**Specification**	The Supplier and Purchasing Authority will provide and maintain an up to date, comprehensive contact matrix relevant to the service including named individuals (where appropriate), role, telephone number and email address. Please ensure you complete tab [5L_Contact Details]		N/A

5a_8.2s	**Specification**	All contact between the Supplier and the Purchasing Authority must be logged and records made available to the Purchasing Authority on request.		N/A
5a_9		**Performance Monitoring and Management Information**		
5a_9.1s	**Specification**	The Supplier will ensure that records of all sales and prices for patients within this tender are provided monthly electronically to the nominated person at the Purchasing Authority and the Contracting Authority. This will include data for each patient, as well as consolidated volumes for individual medicines and expenditure, by the Purchasing Authority. Medicine usage should be presented in an Excel spreadsheet format showing individual drugs both monthly and as an accumulated total with references to medicines supplied. Separate reports are required for adults and paediatrics. The Supplier must meet with the Purchasing Authority as a minimum every 3 months where the Key Performance Indicators (KPIs) will be reviewed. Monthly KPI reports will adhere to the nationally agreed template. Monthly KPI reports should be completed and sent to the Purchasing Authority and the Contracting Authority for the previous calendar month by the 10th calendar day of the next calendar month.		N/A
5a_9.2c	**Compliance Yes/No**	The following reports should be sent directly to the Purchasing Authority by the 10th calendar day of the next calendar month (or weekly in the case of weekly clinical nurse updates): • Monthly Management Information Report (Appendix G) • KPI Report (document 2b) • Weekly Clinical Nurse Update (Appendix F) Breakdown of compounded vs MCB regimen suppliers to provide info Please indicate Yes / No as to if you comply. Please note that the inability to comply may result in a bid being unsuccessful.		

5a_9.3s	**Specification**	The Supplier will comply with all reasonable requests by CMU, the Purchasing Authority, the Contracting Authority, Integrated Care Boards and NHS England (or any future organisations they become part of) for management data to be provided in respect of the products and services supplied under this framework. This information is to be provided within 10 working days for ad hoc requests or at a time agreed between the parties.		N/A
5a_9.4s	**Specification**	A patient satisfaction questionnaire will be undertaken annually by the Purchasing Authority. The purpose of the questionnaire is to ascertain the quality of the level of service and review the patient experience. The Supplier will ensure the patient satisfaction questionnaire is delivered to each active patient on the homecare service free of charge. It is intended that the national standard patient satisfaction questions will be included in any questionnaire along with any service specific questions in order to facilitate contract management, benchmarking and sharing of best practice. The questionnaire document will be supplied in an appropriate envelope by the Purchasing Authority with a reply envelope or on-line if available. Questionnaires will be returned by patients or carers to the Purchasing Authority's representative for analysis and reporting. Findings from analysis of the questionnaire will be shared with the Supplier. The Supplier will also carry out an annual patient satisfaction survey, and these results will be shared with the appropriate Purchasing Authority.		N/A
5a_9.5s	**Specification**	The Supplier will carry out self-inspections of their quality system at regular intervals and record the results and raise corrective and preventative actions for any non-conformances found. This should be reported to the Contracting Authority and Purchasing Authority.		N/A
5a_9.6s	**Specification**	The Supplier agrees to an annual audit by the Purchasing Authority if requested to assure itself of compliance with the terms of this specification by giving at least 28 days notice or at a time agreed between the parties. This report will be shared with NHS England.		N/A
5a_9.7s	**Specification**	The Supplier and Purchasing Authority are responsible for managing the quality of the homecare services. This is managed via the collection of management Information and regular supplier review meetings. Management Information is to be delivered to the Purchasing Authority as specified.		N/A

5a_9.8s	**Specification**	Monthly Management Information report templates should be completed for the previous calendar month by the 10th calendar day of the next calendar month. Monthly Report templates are provided:- • Monthly Management Information Report • Key Performance Indicator Report		N/A
5a_9.9s	**Specification**	Supplier Review meetings will be held by the Purchasing Authority with the Supplier at agreed intervals.		N/A
5a_10		**Change Management**		
5a_10.1s	**Specification**	Any planned changes to the Supplier's facilities, processes, documents, medicines, ancillaries, equipment or staffing levels which may reasonably be expected to impact on the quality of the service must be notified in writing to the Purchasing Authority's Chief Pharmacist, NHSE CMU and Homecare Lead/s as far in advance as responsibly possible and in any case prior to the change occurring. Any changes to the compounding facilities must be approved by National QA before the introduction of any changes, please also see -Document 6a tab 6b.		N/A
5a_10.2s	**Specification**	Where either Party requests approval for any change, approval is not to be unreasonably withheld or delayed by the other party.		N/A

5a_10.3s	**Specification**	Documents, including but not limited to those listed below, will be subject to formal approval by the Supplier and Purchasing Authority and are subject to the change control provisions of this specification unless agreed otherwise by both parties: • Service specification • Commercial Schedule • Product List • Registration Form • Prescription Form • Clinical service protocols • Home visit protocols • Patient Information / communications • Proof of product / service delivery • Invoice • Patient suitability assessment form • Patient support programme materials (where applicable) • Equipment List • Ancillary List • Sub Suppliers This applies equally to any sub-contractors used for compounding, logistics or nursing services.		N/A
5a_10.3aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your internal change control processes complies and you will provide an example of your relevant processes upon request.**	N/A	

5a_10.4s	**Specification**	Where a patient's homecare services is transferred between different Suppliers, all Suppliers must follow the Royal Pharmaceutical Society Homecare Handbook Appendix 12 - Procedure for transferring patients between homecare services and Appendix S		N/A
5a_10.5s	**Specification**	When a patient's homecare services is transferred between one Purchasing Authority to another the existing Purchasing Authority and the new Purchasing Authority should follow Appendix R Transfer of patient from one Purchasing Authority to another in conjunction with the relevant Supplier(s).		N/A
5a_10.6s	**Specification**	The Supplier and the Purchasing Authority are jointly responsible for ensuring a smooth transition onto the service for new patients or from one Supplier to another. The Supplier wanting to remove patient from their books, can not remove the patient until a new provider has been secured. Where more than one Supplier is caring for a patient, Suppliers are jointly responsible for ensuring a constructive relationship for the benefit of the patient.		N/A
5a_10.6aq	**Adjudication Question**	**With reference to the above specification points, what additional assistance can you provide to support the smooth transition onto the service.**	N/A	
5a_11		**Provision of services outside this specification**		
5a_11.1s	**Specification**	The Supplier and Purchasing Authority recognise that there may be a need for additional or specialised services for individual patients, such services will be agreed between the parties and the responsibilities of each of the parties documented in the Individual Patient Care Plan.		N/A

5a_11.1aq	**Adjudication Question**	**With reference to the above specification point, please provide details of how this will be managed.**	N/A	
5a_11.2s	**Specification**	The Parties will work together in partnership to ensure patient safety, patient satisfaction and best possible clinical outcomes and to minimise any additional costs to the Purchasing Authority. Where urgent or emergency services that are outside the terms this specification are provided by the Supplier to meet the above requirement the Supplier will make its best efforts to contact and agree its actions in advance with the Purchasing Authority.		N/A
5a_12		**Training and Education of Patients and Carers**		
5a_12.1s	**Specification**	The training of patients by the Supplier can take place in other areas other than the patient's home. The areas that are included are: nursing home, continuing care beds, hospice, dedicated training facility, prison. Training of patients by the Supplier within an acute NHS Trust is not covered by this framework. If a Purchasing Authority wishes for this to take place, this would be paid for by the Purchasing Authority and not NHS England.		N/A
5a_12.2s	**Specification**	The Supplier should be able to assess that patients/carers who are self-administering medicines at home as competent to self-administer after a period of training which is no more than 28 hours. Framework competency checklists should be used to assist the assessment and provide a record of the assessment. No further training should be provided, after 28 hours of training, without further review and approval of the Purchasing Authority. Any additional funding requests requires approval from the Purchasing Authority at least 48 hours before the training hours run out. The Supplier will be required to indicate to the Purchasing Authority why the person has not been able to complete the training in the allocated time.		N/A

5a_12.3s	**Specification**	Standardised Patient Competencies (Appendix D) should be used by the Supplier so that the patient and/or carer can self-evaluate whether he or she has been appropriately trained. A copy of this will be placed in the patient's notes when completed. The training needs to cover all aspects required of the patient/carer (i.e. disconnection, connection, medication administration, dressing change) at the outset of the training, as opposed to patients learning each procedure separately before moving on to the next element.		N/A
5a_12.4s	**Specification**	The Supplier should send a copy of the completed Competency documentation for a patient or carer self-administering medicines to the Purchasing Authority within 5 working days. The original should be kept in the patient record and a copy in the patient's home.		N/A
5a_12.5s	**Specification**	The Supplier will provide training utilising instruction manuals (adult and paediatric) developed by the HPN Stakeholder Committee in conjunction with the British Intestinal Failure Alliance (BIFA).		N/A
5a_12.5aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your instruction manual complies and you will provide an example of this upon request.**	N/A	
5a_13		**Innovation**		
5a_13.1s	**Specification**	The Purchasing Authority and Supplier will work together to implement innovations in service which decrease the overall cost of service provision and/or increase patient satisfaction and/or improve clinical outcomes. The Supplier should explain developments which they anticipate during the framework period and how they may benefit the Purchasing Authority and patients.		N/A

5a_13.1aq	**Adjudication Question**	**With reference to the above point, please detail and explain any developments which are anticipated during the framework period and how they may benefit the Purchasing Authority and patients.**	N/A	
5a_14		**Legal**		
5a_14.1s	**Specification**	The requirements detailed in this specification are in addition to and complement the Document No. 3 - NHS Framework agreement for the supply of goods and the provision of services (Homecare Medicines) within the ITO pack.		N/A
5a_14.2s	**Specification**	For the purpose of administering the National Framework Agreement, England has been sub-divided into 42 Integrated Care Boards (ICBs) regions by NHS England. Potential Suppliers are able to specify which of these geographical regions they have the ability to operate in. The number of regions potential Suppliers identify they would be able to operate in will have no bearing on the selection process, but would form the basis of a service agreement following any successful award and would be used for an assessment of national coverage. Suppliers are required to provide details of the maximum number of active patients they can support per region in the execution of this framework. Please detail both current and future capacity.		N/A

Document 5b	**Prescribing and Dispensing**			**Supplier Name**
Paragraph	**Specification Compliance or Adjudication**	**Specification Item**	**Do you comply with Specification? Paragraph by paragraph**	**Contractor's Answer (or file reference to separate document with answer / requested documentation)**
		Specification Compliance Summary		
5b_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		The prescribing process		
5b_1.1s	**Specification**	Where stability for a formulation cannot be obtained, the Supplier is responsible for informing the Purchasing Authority in order to resolve any issues within 24 hours of receipt of formulation request. In situations where stability is shortened the Supplier and Purchasing Authority must review the formulation to see if a compromise can be reached which would permit the patient to receive less frequent deliveries.		N/A

5b_1.2s	**Specification**	Each patient will have a PN formulation request sent from the Purchasing Authority to the Supplier on initiation of a patient on HPN and at every change to the formulation or prescribable ancillary items. This request does not need to be signed by a legally authorised prescriber, however they MUST be part of the Purchasing Authority's Nutrition Team and been assessed competent by the Purchasing Authority who have supplied the Named Nutrition Team List to the Supplier. See sample document Appendix I (Adult) and Appendix L (Paediatric) Prescription formulation request.		N/A
5b_1.3s	**Specification**	The Supplier will be responsible for producing a stable PN formulation or a commercially available PN formulation from the formulation request and sending the Purchasing Authority a prescription stating volumes of ingredients, the nutritional content, and the stability of the final solution. This will be done on the standardised template. See Appendix J and K, for (Adult) and Appendix M for (Paediatric) Prescription Templates.		N/A
5b_1.4s	**Specification**	The Supplier will only accept valid and legal prescriptions from the Purchasing Authority in accordance with the prevailing regulations and in the agreed national format. See Appendix I, J, K, L and M for the national format for formulation requests and prescriptions for adults and paediatrics.		N/A
5b_1.5s	**Specification**	The Supplier will only accept prescriptions that have been signed by an authorised prescriber (medical or non-medical prescriber) at the Purchasing Authority.		N/A
5b_1.6s	**Specification**	The Supplier will only accept prescriptions that have been clinically screened, validated, contain a Prior Notification Number (currently Blueteq) and signed by an appropriate clinical pharmacist at the Purchasing Authority before submission to the Supplier for dispensing.		N/A
5b_1.7s	**Specification**	Suppliers should not accept prescriptions without a RAG rating.		N/A
5b_1.8s	**Specification**	When the supplier sends a prescription to the Purchasing Authority they must allow a minimum of 2 working days for it to be signed, validated and returned		N/A

5b_1.9s	**Specification**	The Supplier will accept the transmission or transfer of prescriptions from the Purchasing Authority via approved methods that are compliant with The Data Security and Protection Toolkit Standard (DSPT), for example nhs.net, or documented and controlled via data processing or data sharing agreements between parties.		N/A
5b_1.10s	**Specification**	The Purchasing Authority is responsible for reviewing the patient's prescription at regular intervals. The frequency of review will be dependent on the stability of the patient and determined by the Purchasing Authority.		N/A
5b_1.11s	**Specification**	The Supplier will accept the prescriptions as being valid for up to a maximum of 12 months fr[illegible] authorised prescriber. The[illegible] Authority a minimum of 4 weeks notice of any prescriptions due to expire. https://www.dsptoolkit.nhs.uk/		N/A
5b_1.12s	**Specification**	The Supplier must only accept and charge to NHS England any requests from the Purchasing Authority that are part of the framework (Medicines in Appendix N and Ancillaries in Appendix O). Prescriptions will be written generically where possible, where it is important for a specific brand or manufacturer's product to be supplied the Purchasing Authority will issue a prescription detailing this. Details of which products can be prescribed by brand will be specified in the appendices above. This will be accomplished by showing the brand manufacturer for each specified item for each prescription.		N/A

5b_1.13s	**Specification**	Any temporary change to the prescription must be made by an authorised prescriber at the Purchasing Authority.		N/A
5b_1.14s	**Specification**	The Supplier is responsible for informing the Purchasing Authority when an unlicensed medicine needs to substituted in place of a licensed product. The Purchasing Authority is responsible for ensuring that the prescriber and patient are aware that the medicines being prescribed/administered is unlicensed and both have given informed consent.		N/A
5b_1.15s	**Specification**	The Supplier may be required to provide a replacement buffer bag should an existing one be used. The Supplier must ensure patients have 3 buffer bags. Purchasing Authority must be informed so they are able to raise a Purchase Order Number for the transaction. There should be no additional delivery charge for a buffer bag replacement if they have been used because of a failed delivery by the Supplier.		N/A
5b_1.16s	**Specification**	The Purchasing Authority will provide, via any method approved by the Parties, a valid, legal and unambiguous prescription to the Supplier which is signed by an authorised prescriber, clinically validated, for products in the Product List and appropriately annotated with specific brand requirements, purchase order number and unlicensed/off-label flags.		N/A
5b_1.17s	**Specification**	Further to "General - Amendment, interruption and termination of a patient's homecare service", The Purchasing Authority will notify the Supplier of changes in prescribed medications and/or dosages for existing patients. The Supplier will act on these notifications without undue delay.		N/A
5b_1.18s	**Specification**	The Supplier will provide a proactive prescription management service where repeat prescriptions will be requested from the Purchasing Authority at least 4 weeks prior to the next scheduled delivery date.		N/A

5b_1.18aq	**Adjudication Question**	**With reference to the above specification point please describe the key features of your prescription management process.**	N/A	
		The dispensing process		
5b_2.1s	**Specification**	Supplier prescriptions will have been signed by Supplier Pharmacist before sending to Purchasing Authority. This is a legal requirement so prescriptions should not be dispensed without all 3 signatures.		N/A
5b_2.2s	**Specification**	The Supplier must not dispense unlicensed medicines (other than compounded medicines) unless specified in this tender or otherwise agreed with the Purchasing Authority on a case-by-case basis.		N/A
5b_2.3s	**Specification**	All medicines supplied to patients by the Supplier will have a shelf life which is appropriate to the duration of treatment or the delivery intervals.		N/A
5b_2.4s	**Specification**	The product and/or medicine will be dispensed and labelled in accordance with current legislation and GPhC and RPS best practice standards by the Supplier. Further information regarding the specifics of labelling is found in the individual product/compounding tabs.		N/A
5b_2.5s	**Specification**	Licensed medicines will be supplied with their Patient Information Leaflets (PILs) in English. Should a patient and/or carer not be fluent in English, information should be provided in their own language. Where PILs exist for the unlicensed medicines and have been approved by the Purchasing Authority's pharmacist, these should also be supplied.		N/A
5b_2.6s	**Specification**	The Supplier must ensure that all prescriptions undergo a final dispensing accuracy check by a registered pharmacist or registered accredited pharmacy technician, under the supervision of a registered responsible pharmacist, in accordance with current legislation.		N/A

5b_2.7s	**Specification**	The Supplier will have a robust process in place for receiving and acting on notifications from the Purchasing Authority of changes in prescribed medications and/or dosages for existing patients within 5 working days of receiving the new formulation request.		N/A
5b_2.8s	**Specification**	All medication on the framework, should have undergone internal quality control procedures, so that there are no delays once requested by a Purchasing Authority.		N/A
5b_2.9s	**Specification**	The Supplier must: - have measures in place to identify any unexpected deviations from the above prescribing process and interrupt the dispensing process for affected prescriptions until resolved. - not dispense unlicensed medicines unless prescribed or otherwise authorised by the Purchasing Authority. - supply all Products in the Product List with a shelf life appropriate to the duration of treatment supply being made - dispense and label Products in accordance with the prescription, current legislation and best practice standards. - include full patient specific administration instructions on the dispensing label.		N/A
5b_2.10s	**Specification**	In the event of a manufacturing or supply problem beyond the control of the Supplier, the Parties will work together, in accordance with relevant national guidance, to minimise disruption and additional costs to the Purchasing Authority whilst maintaining patient safety.		N/A
5b_2.11s	**Specification**	In the event that the Supplier cannot supply in full or in part the patient's requirements, which will impact patient treatment/care, the Supplier should notify the Purchasing Authority immediately. Where the Supplier considers patient treatment/care will not be adversely impacted by a part delivery (i.e. the Supplier can fulfil the remainder of the delivery very quickly) the Purchasing Authority need not be contacted.		N/A
5b_2.12s	**Specification**	Where requested, the Supplier must supply medication in an agreed monitored dosage system or compliance aid if requested to do so by the Purchasing Authority.		N/A
		Outer packaging		

5b_3.1s	**Specification**	Where a bag is specified as the required presentation the bag must be: • flexible • latex free. Multilayer to prevent oxygen permeation (for compounded products)		N/A
5b_3.2s	**Specification**	Outer packaging of homecare deliveries will comply with the General Pharmaceutical Council (GPhC) Standards for home delivery of medicines and medical devices including special storage and health and safety requirements for special handling. Outer packaging should not have any unnecessary markings likely to indicate the nature of the delivery in order to maintain patient confidentiality.		N/A
5b_3.3s	**Specification**	Outer packaging will ensure the integrity of the products are maintained throughout the delivery process. This will include, but is not limited to maintaining appropriate temperatures, protection from light and contamination; reasonable protection from mechanical damage.		N/A
5b_3.4s	**Specification**	The Supplier will ensure that Medicines are packed in a way that does not put the person delivering or unpacking products at risk from exposure to hazardous products if the delivery is subject to mechanical damage.		N/A
5b_3.5s	**Specification**	Under sections 3 and 6 of the Health and Safety at Work Act 1974 there is a duty to protect people not in a company's employment who may be affected by handling loads they have supplied. Therefore it is good practice for manufacturers and suppliers to mark weights (and, if relevant, information about the heaviest side) on loads if this can be done easily. The Supplier must comply with all relevant packaging and labelling regulations and outer packaging must be sealed.		N/A

5b_3.6s	**Specification**	It is the responsibility of the Supplier to put right any failure to dispense the full supply required, within a timescale that ensures the patient does not miss any doses. The Supplier MUST show evidence of contingency arrangements and processes in the event of a short-fall in supplies. This will be monitored as part of the KPIs and the Purchasing Authority will not receive any additional delivery charges.		N/A
5b_3.6aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your procedure complies and you will provide an example of your relevant procedure upon request.**	N/A	
5b_3.7s	**Specification**	The Supplier must supply compounded parenteral nutrition in single chamber bags except where requested by the Purchasing Authority e.g. multi-chamber bags for the duration of a patient's travel if clinically appropriate and endorsed by the Purchasing Authority.		N/A
5b_3.8s	**Specification**	The Supplier must ensure that the inner and outer wrapping and labelling allows easy and accurate identification of the contents of the product. Batch numbers and expiry dates must be easily legible on the outer wrapper.		N/A
5b_3.9s	**Specification**	To facilitate efficient stock management and control, suppliers are encouraged to consider use of a label designed specifically for the outer wrapper.		N/A

Document 5c	Delivery			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor's Answer (or file reference to separate document with answer / requested documentation)
		Specification Compliance Summary		
5c_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Routine Delivery Scheduling		
5c_1.1s	**Specification**	The Supplier will be required to provide deliveries to any address in mainland UK including islands accessible by road plus the Isle of Wight and the Isles of Scilly.		N/A

5c_1.2s	**Specification**	Suppliers should specify if they can provide the service(s) outlined in this Framework procurement exercise in each of the geographical regions covered in this framework; please select 'Yes' for EACH Integrated Care Board (ICB) you are able to supply from the following list:		N/A
		Integrated Care Board (ICB)		
5c_1.2.1s	**Specification**	NHS Bath and North East Somerset, Swindon and Wiltshire Integrated Care Board **Local Government Areas:** District of Bath and North East Somerset, Borough of Swindon, County of Wiltshire		N/A
5c_1.2.2s	**Specification**	NHS Bedfordshire, Luton and Milton Keynes Integrated Care Board **Local Government Areas:** Borough of Bedford, District of Central Bedfordshire, Borough of Luton, City of Milton Keynes		N/A
5c_1.2.3s	**Specification**	NHS Birmingham and Solihull Integrated Care Board **Local Government Areas:** City of Birmingham, Borough of Solihull		N/A
5c_1.2.4s	**Specification**	NHS Black Country Integrated Care Board Local Government Areas: Borough of Dudley, Borough of Sandwell, Borough of Walsall, City of Wolverhampton		N/A
5c_1.2.5s	**Specification**	NHS Bristol, North Somerset and South Gloucestershire Integrated Care Board **Local Government Areas:** City of Bristol, District of North Somerset, District of South Gloucestershire		N/A
5c_1.2.6s	**Specification**	NHS Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board **Local Government Areas:** District of Cherwell, City of Oxford, Borough of Reading, District of South Oxfordshire, District of West Berkshire, District of West Oxfordshire, Borough of Wokingham		N/A
5c_1.2.7s	**Specification**	NHS Cambridgeshire and Peterborough Integrated Care Board **Local Government Areas:** City of Cambridge, District of East Cambridgeshire, District of Fenland, District of Huntingdonshire, City of Peterborough, District of South Cambridgeshire		N/A
5c_1.2.8s	**Specification**	NHS Cheshire and Merseyside Integrated Care Board **Local Government Areas:** Borough of Cheshire East, Borough of Cheshire West and Chester, Borough of Halton, Borough of Knowsley, City of Liverpool, Borough of Sefton, Borough of St Helens, Borough of Warrington, Borough of Wirral		N/A

5c_1.2.9s	**Specification**	NHS Cornwall and The Isles of Scilly Integrated Care Board **Local Government Areas:** County of Cornwall, Isles of Scilly		N/A
5c_1.2.10s	**Specification**	NHS Coventry and Warwickshire Integrated Care Board **Local Government Areas:** City of Coventry, Borough of North Warwickshire, Borough of Nuneaton and Bedworth, Borough of Rugby, District of Stratford-on-Avon, District of Warwick		N/A
5c_1.2.11s	**Specification**	NHS Derby and Derbyshire Integrated Care Board **Local Government Areas:** Borough of Amber Valley, District of Bolsover, Borough of Chesterfield, City of Derby, District of Derbyshire Dales, Borough of Erewash, Borough of High Peak, District of North East Derbyshire, District of South Derbyshire		N/A
5c_1.2.12s	**Specification**	NHS Devon Integrated Care Board **Local Government Areas:** District of East Devon, City of Exeter, District of Mid Devon, District of North Devon, City of Plymouth, District of South Hams, District of Teignbridge, Borough of Torbay, District of Torridge, Borough of West Devon		N/A
5c_1.2.13s	**Specification**	NHS Dorset Integrated Care Board **Local Government Areas:** District of Bournemouth, Christchurch and Poole, District of Dorset		N/A
5c_1.2.14s	**Specification**	NHS Frimley Integrated Care Board **Local Government Areas:** Borough of Bracknell Forest, Borough of Rushmoor, Borough of Slough, Royal Borough of Windsor and Maidenhead		N/A
5c_1.2.15s	**Specification**	NHS Gloucestershire Integrated Care Board **Local Government Areas:** Borough of Cheltenham, District of Cotswold, District of Forest of Dean, City of Gloucester, District of Stroud, Borough of Tewkesbury		N/A
5c_1.2.16s	**Specification**	NHS Greater Manchester Integrated Care Board **Local Government Areas:** Borough of Bolton, Borough of Bury, City of Manchester, Borough of Oldham, Borough of Rochdale, City of Salford, Borough of Stockport, Borough of Tameside, Borough of Trafford, Borough of Wigan		N/A
5c_1.2.17s	**Specification**	NHS Hampshire and Isle of Wight Integrated Care Board **Local Government Areas:** Borough of Basingstoke and Deane, District of East Hampshire, Borough of Eastleigh, Borough of Fareham, Borough of Gosport, Borough of Havant, County of the Isle of Wight, District of New Forest, City of Portsmouth, City of Southampton, Borough of Test Valley, City of Winchester		N/A

5c_1.2.18 s	**Specification**	NHS Herefordshire and Worcestershire Integrated Care Board **Local Government Areas:** District of Bromsgrove, County of Herefordshire, District of Malvern Hills, Borough of Redditch, City of Worcester, District of Wychavon, District of Wyre Forest		N/A
5c_1.2.19 s	**Specification**	NHS Hertfordshire and West Essex Integrated Care Board **Local Government Areas:** Borough of Broxbourne, Borough of Dacorum, District of East Hertfordshire, District of Epping Forest, District of Harlow, Borough of Hertsmere, City of St Albans, Borough of Stevenage, District of Three Rivers, District of Uttlesford, Borough of Watford, Borough of Welwyn Hatfield		N/A
5c_1.2.20 s	**Specification**	NHS Humber and North Yorkshire Integrated Care Board **Local Government Areas:** District of East Riding of Yorkshire, City of Kingston-upon-Hull, Borough of North East Lincolnshire, Borough of North Lincolnshire, City of York		N/A
5c_1.2.21 s	**Specification**	NHS Kent and Medway Integrated Care Board **Local Government Areas:** Borough of Ashford, City of Canterbury, Borough of Dartford, District of Dover, District of Folkestone and Hythe, Borough of Gravesham, Borough of Maidstone, Borough of Medway, District of Sevenoaks, Borough of Swale, District of Thanet, Borough of Tonbridge and Malling, Borough of Tunbridge Wells		N/A
5c_1.2.22 s	**Specification**	NHS Lancashire and South Cumbria Integrated Care Board **Local Government Areas:** Borough of Blackburn with Darwen, Borough of Blackpool, Borough of Burnley, Borough of Chorley, Borough of Fylde, Borough of Hyndburn, City of Lancaster, Borough of Pendle, City of Preston, Borough of Ribble Valley, Borough of Rossendale, Borough of South Ribble, Borough of West Lancashire, Borough of Wyre		N/A
5c_1.2.23 s	**Specification**	NHS Leicester, Leicestershire and Rutland Integrated Care Board **Local Government Areas:** District of Blaby, Borough of Charnwood, District of Harborough, Borough of Hinckley and Bosworth, City of Leicester, Borough of Melton, District of North West Leicestershire, Borough of Oadby and Wigston, District of Rutland		N/A
5c_1.2.24 s	**Specification**	NHS Lincolnshire Integrated Care Board **Local Government Areas:** Borough of Boston, District of East Lindsey, City of Lincoln, District of North Kesteven, District of South Holland, District of South Kesteven, District of West Lindsey		N/A

5c_1.2.25 s	**Specification**	NHS Mid and South Essex Integrated Care Board **Local Government Areas:** Borough of Basildon, District of Braintree, Borough of Brentwood, Borough of Castle Point, City of Chelmsford, District of Maldon, District of Rochford, City of Southend-on-Sea, Borough of Thurrock		N/A
5c_1.2.26 s	**Specification**	NHS Norfolk and Waveney Integrated Care Board **Local Government Areas:** District of Breckland, District of Broadland, Borough of Great Yarmouth, Borough of King's Lynn and West Norfolk, District of North Norfolk, City of Norwich, District of South Norfolk		N/A
5c_1.2.27 s	**Specification**	NHS North Central London Integrated Care Board **Local Government Areas:** London Borough of Barnet, London Borough of Camden, London Borough of Enfield, London Borough of Haringey, London Borough of Islington		N/A
5c_1.2.28 s	**Specification**	NHS North East and North Cumbria Integrated Care Board **Local Government Areas:** County of Durham, Borough of Darlington, Borough of Gateshead, Borough of Hartlepool, Borough of Middlesbrough, City of Newcastle-upon-Tyne, Borough of North Tyneside, County of Northumberland, Borough of Redcar and Cleveland, Borough of South Tyneside, Borough of Stockton-on-Tees, City of Sunderland		N/A
5c_1.2.29 s	**Specification**	NHS North East London Integrated Care Board **Local Government Areas:** London Borough of Barking and Dagenham, City of London, London Borough of Hackney, London Borough of Havering, London Borough of Newham, London Borough of Redbridge, London Borough of Tower Hamlets, London Borough of Waltham Forest		N/A
5c_1.2.30 s	**Specification**	NHS North West London Integrated Care Board **Local Government Areas:** London Borough of Brent, London Borough of Ealing, London Borough of Hammersmith and Fulham, London Borough of Harrow, London Borough of Hillingdon, London Borough of Hounslow, Royal Borough of Kensington and Chelsea, City of Westminster		N/A
5c_1.2.31 s	**Specification**	NHS Northamptonshire Integrated Care Board **Local Government Areas:** District of North Northamptonshire, District of West Northamptonshire		N/A

5c_1.2.32s	**Specification**	NHS Nottingham and Nottinghamshire Integrated Care Board **Local Government Areas:** District of Ashfield, District of Bassetlaw, Borough of Broxtowe, Borough of Gedling, District of Mansfield, District of Newark and Sherwood, City of Nottingham, Borough of Rushcliffe		N/A
5c_1.2.33s	**Specification**	NHS Shropshire, Telford and Wrekin Integrated Care Board **Local Government Areas:** County of Shropshire, Borough of Telford and Wrekin		N/A
5c_1.2.34s	**Specification**	NHS Somerset Integrated Care Board **Local Government Areas:** County of Somerset		N/A
5c_1.2.35s	**Specification**	NHS South East London Integrated Care Board **Local Government Areas:** London Borough of Bexley, London Borough of Bromley, Royal Borough of Greenwich, London Borough of Lambeth, London Borough of Lewisham, London Borough of Southwark		N/A
5c_1.2.36s	**Specification**	NHS South West London Integrated Care Board **Local Government Areas:** London Borough of Croydon, Royal Borough of Kingston upon Thames, London Borough of Merton, London Borough of Richmond upon Thames, London Borough of Sutton, London Borough of Wandsworth		N/A
5c_1.2.37s	**Specification**	NHS South Yorkshire Integrated Care Board **Local Government Areas:** Borough of Barnsley, City of Doncaster, Borough of Rotherham, City of Sheffield		N/A
5c_1.2.38s	**Specification**	NHS Staffordshire and Stoke-on-Trent Integrated Care Board **Local Government Areas:** District of Cannock Chase, Borough of East Staffordshire, District of Lichfield, Borough of Newcastle-Under-Lyme, District of South Staffordshire, Borough of Stafford, District of Staffordshire Moorlands, City of Stoke-on-Trent, Borough of Tamworth		N/A
5c_1.2.39s	**Specification**	NHS Suffolk and North East Essex Integrated Care Board **Local Government Areas:** District of Babergh, City of Colchester, Borough of Ipswich, District of Mid Suffolk, District of Tendring, District of West Suffolk		N/A
5c_1.2.40s	**Specification**	NHS Surrey Heartlands Integrated Care Board **Local Government Areas:** Borough of Elmbridge, Borough of Epsom and Ewell, District of Mole Valley, Borough of Reigate and Banstead, Borough of Spelthorne, District of Tandridge, Borough of Woking		N/A

5c_1.2.41s	**Specification**	NHS Sussex Integrated Care Board **Local Government Areas:** District of Adur, District of Arun, City of Brighton and Hove, District of Chichester, Borough of Crawley, Borough of Eastbourne, Borough of Hastings, District of Horsham, District of Lewes, District of Mid Sussex, District of Rother, District of Wealden, Borough of Worthing		N/A
5c_1.2.42s	**Specification**	NHS West Yorkshire Integrated Care Board **Local Government Areas:** City of Bradford, Borough of Calderdale, Borough of Kirklees, City of Leeds, City of Wakefield		N/A
5c_1.3s	**Specification**	Deliveries must be at the clinically appropriate frequency as specified in the Medicines Homecare Pathway, Individual Care Plan or on the prescription.		N/A
5c_1.4s	**Specification**	The Products and Services are to be delivered at a place convenient to, and agreed with, the patient. This may be their home or other suitable setting (e.g. workplace, friend or relative's address, day care centre) and the patient must have confirmed that appropriate storage is available.		N/A
5c_1.5s	**Specification**	Deliveries will be scheduled to take place between no less than 07:00hrs and 19:00hrs Monday to Friday and 08:00 - 12:00hrs on Saturday. Wherever possible the scheduled delivery should be convenient to the patient. The Supplier will agree the delivery date and time window with the Patient. If the patient's routine delivery would be due on a Bank Holiday the delivery date should be scheduled to take place prior to the Bank Holiday to maintain buffer stock.		N/A

5c_1.5aq	**Adjudication Question**	**With reference to the specification point above please state your standard delivery days/hours, and any additional delivery days/hours routinely available (excluding those exclusively offered as part of an emergency service). Note: Any additional costs associated with additional delivery days/hours offered must be referenced within the commercial offer schedule**	N/A	
5c_1.6s	**Specification**	The Supplier will remind the Patient of the agreed delivery date / time (including a 2-hour delivery window) the day before the scheduled delivery unless otherwise agreed with the patient. Additional reminders in the days preceding the scheduled delivery may be beneficial.		N/A
5c_1.6aq	**Adjudication Question**	**With reference to the above specification point, please provide details of how this process will be managed.**	N/A	
5c_1.7s	**Specification**	When the Supplier becomes aware that the confirmed delivery date and time will not be met, they must contact the patient at the earliest opportunity to advise them of the new anticipated time of arrival and/or arrange an alternative delivery date and time.		N/A

5c_1.7aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your procedure complies and you will provide an example of your relevant procedure upon request.**	N/A	
		Preparing for the Delivery		
5c_2.1s	**Specification**	The delivery vehicle must not bear any markings which would indicate the nature of the delivery.		N/A
5c_2.2s	**Specification**	The Supplier must ensure that all product and/or medicine are stored, transported and delivered in a clean condition.		N/A

5c_2.3s	**Specification**	All deliveries must be made under appropriately controlled conditions to suit the nature of the Products being delivered. Suitable delivery methods include - via suitably trained and competent homecare delivery drivers (Note: this is essential if the driver enters the patient's home as a standard element of the homecare service) - specialist pharmaceutical delivery network holding an MHRA Wholesale Dealer's Licence - vehicles with validated temperature controlled chamber(s) or validated cold chain packaging (for more information see Cold Chain tab) - via a healthcare professional as part of the clinical service. Delivery networks which minimise the risk of product loss and provide audit trail of pharmaceutical storage conditions being maintained throughout are preferred. Alternative delivery methods may be agreed in advance with the Purchasing Authority - See "General tab - Change Management"		N/A
5c_2.3aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your standard operating procedure complies and you will provide an example of your relevant standard operating procedure upon request.**	N/A	
5c_2.4s	**Specification**	The Supplier should provide a team of delivery drivers for each patient. Ideally patients should have the names of the drivers in the team for reference. If there is to be a permanent change of driver or if the regular driver is on holiday, or if a courier service is to be used, patients or carers must be informed in advance. Repeated problems with delivery must be reported in		N/A

		writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead within 48 hours.		
5c_2.4aq	**Adjudication Question**	**With reference to the above specification point, please provide details of how this process will be managed.**	N/A	
5c_2.5s	**Specification**	Outer packaging and/or additional labelling for an individual homecare delivery that is added by delivery staff after handover from the pharmacy must be in compliance with processes approved by the Superintendent Pharmacist or, in exceptional circumstances only, approved on an ad hoc basis by the Responsible Registered Pharmacist.		N/A
		Making the Delivery		
5c_3.1s	**Specification**	The delivery service is to be provided in a courteous, helpful and confidential manner. The delivery personnel will carry photographic identification, to be shown and/or visible at all times, be of smart appearance, fully conversant with the delivery system and respectful of patients' needs.		N/A

5c_3.1aq	**Adjudication Question**	**With reference to the Specification Point above please attach images of your vehicle livery and driver uniform.**	N/A	
5c_3.2s	**Specification**	Consignments must only be delivered to the agreed address and signed for by a designated person approved by the patient or carer. Consignments must not be left unattended unless with prior agreement with the patient or carer in a designated safe place.		N/A
5c_3.2aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your standard operating procedure complies and you will provide an example of your relevant standard operating procedure upon request.**	N/A	
5c_3.3s	**Specification**	All deliveries require a signature accompanied by the date and time of the delivery, from the person accepting the delivery as proof of delivery, unless otherwise agreed with the Purchasing Authority, i.e. if a Key Holding Service has been agreed.		N/A

5c_3.4s	**Specification**	No member of the Supplier's delivery staff may enter into the patient's home to provide the homecare service without asking the patient or carer if they are happy for the service to continue on this occasion. Delivery staff must deliver the consignment to the agreed location within the patient's home as directed by the patient and/or carer. (The only exception to this is couriers used for emergency deliveries. In these circumstances, the couriers must not enter a patients home without appropriate training, DBS checks and patient consent)		N/A
5c_3.5s	**Specification**	Overshoes will be provided for delivery drivers for when entering patients homes, if they request this.		N/A
5c_3.6s	**Specification**	If requested delivery staff will unpack the delivery, rotate any existing stock ensuring a first in, first out basis, check storage conditions are appropriate and record the details of storage conditions including fridge temperatures where appropriate. The Supplier must provide appropriate support and guidance for delivery staff who are unable to complete the service in accordance with their instructions. Any issues must be recorded by the Supplier and reported to the Purchasing Authority in accordance with this specification.		N/A
5c_3.6aq	**Adjudication Question**	**With reference to the above specification point, please provide details of the processes that ensure stock is rotated within the patients home.**	N/A	

5c_3.7s	**Specification**	The Patient reserves the right to refuse to accept Consignments which are found, on receipt, to be damaged, faulty and/or otherwise incorrect. Such events should be reported to the Purchasing Authority and logged on the Suppliers issues log.		N/A
5c_3.8s	**Specification**	The delivery personnel must remove and recycle all outer delivery packaging if requested to do so by the patient or carer.		N/A
		Failed deliveries, collections and returns		
5c_4.1s	**Specification**	The Supplier must arrange with the patient to re-deliver or return failed deliveries and ensure the patient receives replacement Product where appropriate. The Supplier will notify the Purchasing Authority in the event of multiple delivery failures by an individual patient.		N/A
5c_4.2s	**Specification**	The Supplier must have robust systems in place to re-deliver and/or return failed deliveries and follow through in a timely manner to ensure the patient receives a replacement consignment within 24 hours or as agreed with the Purchasing Authority. All incidents of this type must be reported in writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead/s within 24 hours.		N/A
5c_4.3s	**Specification**	It is preferable that all collections of returned items are made at the same time as a scheduled product delivery. If the collection is not taking place at the same time as the delivery, the Supplier must agree a convenient collection time with the Patient mirroring the specified delivery service level.		N/A
5c_4.4s	**Specification**	Suppliers should maintain a log of delivery issues (such as incorrect stock picked, damaged packaging, difficulty in delivering within the agreed window etc), and review quarterly to determine whether service improvements can be made. This should be made available to the Purchasing Authority on request.		N/A
		Urgent and Out-of-hours Deliveries		
5c_5.1s	**Specification**	The Supplier will operate an out of hours service and an urgent delivery service whereby delivery will be made within 24 working hours of the request being made by the Purchasing Authority.		N/A

5c_5.1aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your standard operating procedure complies and you will provide an example of your relevant standard operating procedure upon request.**	N/A	

Document 5d	Equipment and Ancills			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor's Answer (or file reference to separate document with answer / requested documentation)
		Specification Compliance Summary		
5d_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Equipment		
5d_1.1s	**Specification**	The equipment to be provided as part of the service is listed in Appendix O Equipment and Ancillaries List. A generic specification for each different type of equipment is provided in [insert name of tab/document/appendix] which includes quantity to be supplied plus any backup equipment, maintenance and response times.		N/A

5d_1.2s	**Specification**	Where there is choice of equipment as detailed in the Equipment List, processes must be in place to ensure patients understand the choices open to them; the benefits and constraints associated with each type of equipment and the patient's preference is implemented wherever reasonably practical. Any case where the patient's preference cannot be accommodated or is subject to an adverse risk assessment by the Supplier, the equipment to be supplied will be agreed with the Purchasing Authority.		N/A
5d_1.3s	**Specification**	If specified within the Equipment List the Supplier will provide an installation visit for equipment.		N/A
5d_1.4s	**Specification**	The Supplier must provide the patient with appropriate information and training regarding the use and maintenance of equipment.		N/A
5d_1.5s	**Specification**	The Supplier must maintain an asset register and maintenance records for all equipment. Equipment records for individual patients are to be made available to the Purchasing Authority on request.		N/A
5d_1.6s	**Specification**	Where latex is present in equipment used at any time during the homecare service the Supplier will inform the Purchasing Authority. No equipment containing latex should be supplied to patients without a documented record of a lack of known latex allergy.		N/A
5d_1.7s	**Specification**	Patients will be responsible for keeping refrigerators socially clean, but maintenance will be the responsibility of the Supplier		N/A
5d_1.8s	**Specification**	The Supplier should only supply equipment and ancillaries as stated in Appendix O. If a Purchasing Authority wishes the Supplier to supply other products, this cannot be done under the HPN framework and must be part of a separate agreement and finance.		N/A

5d_1.9s	**Specification**	The pump type issued to the patient will be agreed with the Purchasing Authority on discharge of the patient from hospital. Infusion pumps for infants, children and adults MUST be set to agreed default settings for pressure, time to occlude at low flow rates, air accumulation and maximum flow rates. Replacement pumps with these settings MUST be stocked to replace a faulty pump.		N/A
5d_1.10s	**Specification**	Any change to pump types used MUST be based on clinical need, agreed with the Purchasing Authority and appropriate training should be provided by the Supplier to the patient/ carer in the use of the pumps. The Supplier will work with the Purchasing Authority, PINNT and the infusion pump manufacturer to evaluate new infusion pumps that come to the market. Please refer to PINNT's website for further information from the LITRE sub-group who have reviewed pumps.		N/A
5d_1.11s	**Specification**	On request the Supplier will provide the Purchasing Authority, pre patient discharge, with a portable infusion pump for training at the Trust, to facilitate the discharge plan. This should not be at any additional cost to the Purchasing Authority. The Purchasing Authority will be required to purchase giving sets for training.		N/A
5d_1.12s	**Specification**	Where replacement equipment is required, e.g. pump or fridge, the Supplier will provide this to the patient within 6 hours within mainland UK. The Supplier should hav[illegible]e able to troubleshoot equipment related inci[illegible] effective strategies for replacement where indicated.		N/A

LITRE report - PINNT

5d_1.12aq	**Adjudication Question**	**With reference to the above specification point, please provide copies of assessment forms used to determine equipment related problems and the process for safe and cost effective replacement.**	N/A	
5d_1.13s	**Specification**	A spare pump may be prescribed by clinicians for vulnerable patients, (for example unstable diabetics, patients with infusion volumes which do not permit a single infusion without plugging pump into the mains and some paediatrics). Suppliers must enter pricing for a spare pump in Band G of the Commercial Schedule Document 6.		N/A
5d_1.14s	**Specification**	As and when new HPN appropriate products come to the market, the Supplier may submit the relevant information and pricing to the Commercial Medicines Unit for onward distribution to the HPN Stakeholder group which includes NHS England, for consideration. To note that new HPN products will not be commissioned until NHS England has confirmed in writing that they have been approved for addition to the specification.		N/A
5d_1.15s	**Specification**	The Supplier may suggest alternatives, but the decision for which equipment to use rests with the Purchasing Authority in conjunction with the patient.		N/A

5d_1.16s	**Specification**	The Contactor will provide an installation visit for equipment (fridge, infusion pump, infusion stand) or as otherwise agreed between the Patient and the Supplier. As part of this, the Supplier needs to ensure the patient/carers feels informed and confident about the use and maintenance of the equipment, and knows all relevant contact details for assistance. An installation visit report must be provided to the Purchasing Authority for any installation, service, maintenance or calibration of equipment. This visit report must highlight any issues that were encountered.		N/A
5d_1.17s	**Specification**	The Supplier is responsible for delivering a fridge to the patient's primary residence. If a patient has a second residence they will be responsible for purchasing a domestic fridge for storage of the parenteral nutrition. If a patient is not going to their primary residence on discharge then the Supplier should deliver the fridge and equipment to the location requested by the patient and will also be responsible for transferring the equipment to the patient's primary residence when the patient is ready to return to their home address. On occasions, there may be a requirement for two fridges (e.g. students living away from home, children living between 2 parents). In these circumstances the Supplier should invoice the Purchasing Authority a Band G. The requirement for two fridges does not apply to second homes or travel.		N/A
5d_1.18s	**Specification**	If a patient is regularly admitted to a healthcare environment for respite then a second fridge may be provided by the Supplier to this address. If a patient moves house it is the responsibility of the patient to move the fridge and all equipment along with their other household items.		N/A
5d_1.19s	**Specification**	All infusion stands and devices MUST comply with relevant European Standards and where not applicable British safety standards. Details MUST be supplied as part of the response to the tender. Wheels should not be bulky and suitable for all floorings in the home.		N/A

5d_1.20s	**Specification**	The Supplier should maintain safety stocks of critical equipment and ancillaries to ensure continuity of patient treatment and/or allow new patient to be referred to the service in accordance with the timescales in this specification.		N/A
5d_1.21s	**Specification**	All equipment must be traceable. Records must be kept of current location and/or installation, maintenance, next service or calibration due date. Equipment records for individual patients are to be made available to the Purchasing Authority on request.		N/A
5d_1.22s	**Specification**	Patients have responsibility to use equipment in accordance with the instructions provided. The Supplier should provide written patient information outlining that the equipment is on loan to them, and as such remains the property of the Supplier, and that they are expected to treat the equipment respectfully and not damage or deface it. They should also include step by step instructions on how to use the equipment. Patient's have responsibility to allow access to the Supplier to remove equipment when no longer required e.g. during periods of hold or pause which can be during inpatient stays)		N/A
5d_1.23s	**Specification**	If collapsible trollies are unable to be provided to patients 2 trays can be provided as an alternative by suppliers.		N/A
5d_1.24s	**Specification**	Stickers should be placed on paeds pumps to identify them.		N/A
		Maintenance and Servicing		
5d_2.1s	**Specification**	The Supplier must service and maintain all equipment supplied within the Homecare Service in accordance with the recommendations of the manufacturer of the equipment.		N/A

5d_2.2s	**Specification**	The Supplier must keep records of equipment failure, the actions taken and time period for resolution and a summary supplied to the Purchasing Authority on request.		N/A
5d_2.3s	**Specification**	Where the integrity of the product is compromised due to the failure of the fridge, the Supplier will be responsible for stock replenishment at no additional charge to the Purchasing Authority within a timescale that ensures the patient has the required product to continue treatment. The timescale for this is dependant on the clinical status of the patient and should be discussed with the Purchasing Authority to formulate a plan of action by the Supplier and the Purchasing Authority.		N/A
5d_2.4s	**Specification**	A visit report must be provided to the Purchasing Authority for any service, maintenance or calibration of equipment which takes place in the patient's home. This visit report must highlight any issues that were encountered. Any visit for service maintenance must be in agreement with the patient/carer and clinical team.		N/A
		Ancillaries		

5d_3.1s	**Specification**	The ancillaries to be provided as part of the service is listed in Appendix O Home Parenteral Nutrition Ancillary List. A specification for each different type of ancillary is provided in Appendix O Home Parenteral Nutrition Ancillary List which includes initial quantity to be supplied, average usage per patient per week/month/year; any applicable restrictions; and minimum safety stock levels. The Supplier MUST ensure patients are not over stocked of ancillary items. The Supplier will be responsible for the ordering, receipt, and control for all ancillary products from suppliers. They will also be responsible for the maintenance of adequate stock levels to satisfactorily meet the requirements of this framework. The Supplier will ensure that adequate shelf-life remains on products delivered to patient's homes. The Supplier will confirm with the Purchasing Authority, as a minimum on an annual basis, the patient's ancillary requirements. This must be signed off by the Purchasing Authority with a copy retained by both parties. The Supplier must liaise with the Purchasing Authority to decide whether to supply ancillaries as single issue, box issue or daily packs, in conjunction with the patient.		N/A
5d_3.2s	**Specification**	Suppliers MUST only supply items that appear in Appendix O - Home Parenteral Nutrition Ancillary List under the HPN framework. Any items requested by the Purchasing Authority outside of the list MUST be processed and charged through a separate agreement outside of the Framework. Requests for additional items will be subject to a separate clinical and financial agreement between the Purchasing Authority and the Trust and will not be funded by NHS England.		N/A

5d_3.3s	**Specification**	The Supplier may offer alternative ancillaries as a 'counter offer' for items documented on the Ancillary List. Such alternatives to be agreed by the Purchasing Authority.		N/A
5d_3.4s	**Specification**	The Supplier will deliver ancillaries at the same time as product wherever possible. No additional delivery cost will be paid for separate ancillary deliveries, unless there are exceptional circumstances and it has been agreed by the Purchasing Authority.		N/A
5d_3.5s	**Specification**	The Supplier will check stock levels either physically or remotely and replenish ancillaries on a regular basis		N/A
5d_3.6s	**Specification**	The Supplier will have robust processes to manage requests from the Purchasing Authority and/or Patient for ancillaries not on the specified Ancillary List. Direct Patient requests for exceptional supply of ancillaries will be referred to the Purchasing Authority.		N/A
5d_3.7s	**Specification**	The Supplier will inform the Purchasing Authority where latex is present in an ancillary.		N/A
5d_3.8s	**Specification**	The Supplier will inform the Purchasing Authority if a patient's ancillary usage deviates from the expected usage level.		N/A
5d_3.9s	**Specification**	Prior to start of framework Suppliers are expected to have all product specific items available to Purchasing Authorities at the beginning of the framework.		N/A
5d_3.10s	**Specification**	Direct patient requests for exceptional supply of ancillaries (e.g. due to patient not having adequate stock) will be referred to the Purchasing Authority.		N/A
5d_3.11s	**Specification**	The Supplier in conjunction with the patient and Purchasing Authority will regularly review the ancillaries used for each patient to ensure they are appropriate and usage is within an acceptable range.		N/A

Document 5e	Clinical Services			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor's Answer (or file reference to separate document with answer / requested documentation)
		Specification Compliance Summary		
5e_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Clinical Services		
5e_1.1s	**Specification**	The Clinical Services to be provided are as specified in the Clinical Service Pathway including escalation procedures Appendix B and Individual Patient Care Plan .		N/A
5e_1.2s	**Specification**	The Purchasing Authority is responsible for assessing the risks associated with clinical services and sharing the risk and management plans with the supplier.		N/A

5e_1.3s	**Specification**	The Supplier and Purchasing Authority will agree the Clinical Service Protocols as well as the internal escalation procedure for deviations from the clinical service protocols during the service implementation period. To include specialist training requirements e.g. Nurses providing paediatric services must hold either RN: Children's Level 1 or RNC: Children's Nurse Level 1, Sub part 1. Where required, clinical service protocol should include remote consultation (e.g. criteria for remote clinical service and the processes involved). No service should switch from patient contact to remote consultation without the prior agreement of the Purchasing Authority.		N/A
5e_1.4s	**Specification**	The Supplier must ensure Clinical Services will be available Monday to Friday 8am to 6pm excluding Bank Holidays. The Purchasing Authority will ensure clinical escalation contacts are available at all times clinical services are being provided.		N/A
5e_1.5s	**Specification**	The Supplier will provide a 24 hours per day, 365 days a year answer phone service. This service is a manned telephone advice service, it is not a call out service. In circumstances where it is necessary for a nurse to speak with a patient, this conversation MUST take place within 45 minutes of the patient having made contact.		N/A
5e_1.6s	**Specification**	The Supplier must ensure that the Healthcare Professional providing the clinical service has visibility of the appropriate prescription at the point of product administration.		N/A
5e_1.7s	**Specification**	The Supplier is responsible for scheduling clinical services in accordance with the prescription and clinical service protocol. The Supplier will give as much notice as reasonably practicable if for any reason they are unable to meet the agreed service level. Wherever possible the Supplier will maintain continuity of staffing for an individual patient.		N/A
5e_1.8s	**Specification**	The Supplier must have a process for accepting patients for the clinical service, assigning the appropriate healthcare professional and assurance of continuity and consistency of patient care.		N/A
		Training and Education of Patients		

5e_2.1s	**Specification**	Training of Patients to self-administer medicines will be the responsibility of the Purchasing Authority unless specified as a Clinical Service to be provided by the Supplier, or as detailed in the agreed Individual Patient Care Plan. All training should be carried out within the allocated 28 hours. Competency documentation for a Patient self-administering medicines will be held in the patient record and shared within 2 Business Days completion.		N/A
5e_2.2s	**Specification**	Patients who are self-administering medicines at home must be assessed as competent to self-administer on initiation of the service and at 12 month intervals thereafter. Competency assessments of the patients following training is the responsibility of the Purchasing Authority unless specified as a Clinical Service to be provided by the Supplier or as detailed in the agreed Individual Patient Care Plan. Competency documentation for a patient or carer self-administering medicines will be held in the patient record and shared with the other party on request.		N/A
5e_2.3s	**Specification**	Where the Supplier provides the training, the Supplier will assess the patient's competency to self-manage and provide written evidence to the Purchasing Authority via a competency check-list or equivalent.		N/A
5e_2.4s	**Specification**	The Supplier and Purchasing Authority will agree appropriate patient training materials prior to service commencement.		N/A
5e_2.5s	**Specification**	Further to the initial patient suitability and needs assessment, the Supplier is responsible for confirming the patient's suitability for the clinical services and reporting any exceptions. A copy of the completed detailed patient suitability and needs assessment must be provided to the Purchasing Authority on request.		N/A

5e_2.5.1aq	**Adjudication Question**	**Please describe the key features of your remote injection training service with respect to the products listed in the commercial schedule. including details of the system(s) used to facilitate it.**	N/A	
5e_2.5.2aq	**Adjudication Question**	**Please describe the key features of your medicines administration service with respect to the products listed in the commercial schedule.**	N/A	
		Clinical Nursing Services		

5e_3.1s	**Specification**	The Clinical Services to be provided are as outlined as below and specified in the Clinical Service Protocols and Individual Patient Care Plan. - Introductory/Welcome visit and home risk assessment - Care of central venous catheter (including removal of sutures) - Administration of parenteral support (nutrition and or IV fluids) via a central venous catheter - Administration of drugs on the HPN Framework via a central venous catheter - Administration of intravenous vitamins - Assessment of fluid balance - Patient or carer administration training + competence assessment (see appendix C and D for Home Parenteral Nutrition Training Programme) - Cannulation of implanted vascular access device - Blood glucose monitoring and insulin administration in cases where the patient and/or carer is unable to undertake this and the co-ordinated timing of the insulin and parenteral nutrition administration is required. The blood glucose meter and insulin need to be provided via the patient's GP, and the homecare nurses must have received appropriate training on the use of the blood glucose machine. - Phlebotomy* - Obtaining central blood cultures* * For patients receiving nursing the obtaining of blood in a patients home can be undertaken by the Supplier, as long as the Purchasing Authority has supplied equipment and an approved method of transporting samples to the relevant location for analysis. The use of Supplier nurses for this transportation is not approved within the HPN framework. Nursing visits purely for blood sampling are not part of the HPN framework. - The clinical services should be undertaken during the planned visits for administration or disconnection of PN. Independent patients should not have one off nursing visits for these services- e.g. removal of sutures. - The nursing visits should only be for patients either training or unable to undertake the procedures safely. - The administration of fluid and or medication via a peripheral IV device is not part of the HPN framework. -The Supplier should be providing a maximum of two visits in 24 hours to the patients under the HPN framework. - Additional visits can be requested by the Purchasing Authority, however this is part of a separate clinical and financial agreement and will only be supported by the NHSE Blueteq application process. It is anticipated that the clinical duties for each visit requested by the		N/A

		Purchasing Authority can be undertaken within 1 hour. For patients needing regular extended nursing visits, such as for patients in prison, the funding for these extended visits is via Health and Justice.		
5e_3.2s	**Specification**	The Supplier will be required to provide Nursing to any address in Engalnd mainland including islands accessible by road plus the Isle of Wight and the Isles of Scilly.		N/A

5e_3.3s	**Specification**	Suppliers should specify if they can provide the service(s) outlined in this Framework procurement exercise in each of the geographical regions covered in this framework; please select 'Yes' for EACH Integrated Care Board (ICB) you are able to supply from the following list:		N/A
		Integrated Care Board (ICB)		
5e_3.3.1s	**Specification**	NHS Bath and North East Somerset, Swindon and Wiltshire Integrated Care Board **Local Government Areas:** District of Bath and North East Somerset, Borough of Swindon, County of Wiltshire		N/A
5e_3.3.2s	**Specification**	NHS Bedfordshire, Luton and Milton Keynes Integrated Care Board **Local Government Areas:** Borough of Bedford, District of Central Bedfordshire, Borough of Luton, City of Milton Keynes		N/A
5e_3.3.3s	**Specification**	NHS Birmingham and Solihull Integrated Care Board **Local Government Areas:** City of Birmingham, Borough of Solihull		N/A
5e_3.3.4s	**Specification**	NHS Black Country Integrated Care Board Local Government Areas: Borough of Dudley, Borough of Sandwell, Borough of Walsall, City of Wolverhampton		N/A
5e_3.3.5s	**Specification**	NHS Bristol, North Somerset and South Gloucestershire Integrated Care Board **Local Government Areas:** City of Bristol, District of North Somerset, District of South Gloucestershire		N/A
5e_3.3.6s	**Specification**	NHS Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board **Local Government Areas:** District of Cherwell, City of Oxford, Borough of Reading, District of South Oxfordshire, District of West Berkshire, District of West Oxfordshire, Borough of Wokingham		N/A
5e_3.3.7s	**Specification**	NHS Cambridgeshire and Peterborough Integrated Care Board **Local Government Areas:** City of Cambridge, District of East Cambridgeshire, District of Fenland, District of Huntingdonshire, City of Peterborough, District of South Cambridgeshire		N/A
5e_3.3.8s	**Specification**	NHS Cheshire and Merseyside Integrated Care Board **Local Government Areas:** Borough of Cheshire East, Borough of Cheshire West and Chester, Borough of Halton, Borough of Knowsley, City of Liverpool, Borough of Sefton, Borough of St Helens, Borough of Warrington, Borough of Wirral		N/A
5e_3.3.9s	**Specification**	NHS Cornwall and The Isles of Scilly Integrated Care Board **Local Government Areas:** County of Cornwall, Isles of Scilly		N/A

5e_3.3.10s	**Specification**	NHS Coventry and Warwickshire Integrated Care Board **Local Government Areas:** City of Coventry, Borough of North Warwickshire, Borough of Nuneaton and Bedworth, Borough of Rugby, District of Stratford-on-Avon, District of Warwick		N/A
5e_3.3.11s	**Specification**	NHS Derby and Derbyshire Integrated Care Board **Local Government Areas:** Borough of Amber Valley, District of Bolsover, Borough of Chesterfield, City of Derby, District of Derbyshire Dales, Borough of Erewash, Borough of High Peak, District of North East Derbyshire, District of South Derbyshire		N/A
5e_3.3.12s	**Specification**	NHS Devon Integrated Care Board **Local Government Areas:** District of East Devon, City of Exeter, District of Mid Devon, District of North Devon, City of Plymouth, District of South Hams, District of Teignbridge, Borough of Torbay, District of Torridge, Borough of West Devon		N/A
5e_3.3.13s	**Specification**	NHS Dorset Integrated Care Board **Local Government Areas:** District of Bournemouth, Christchurch and Poole, District of Dorset		N/A
5e_3.3.14s	**Specification**	NHS Frimley Integrated Care Board **Local Government Areas:** Borough of Bracknell Forest, Borough of Rushmoor, Borough of Slough, Royal Borough of Windsor and Maidenhead		N/A
5e_3.3.15s	**Specification**	NHS Gloucestershire Integrated Care Board **Local Government Areas:** Borough of Cheltenham, District of Cotswold, District of Forest of Dean, City of Gloucester, District of Stroud, Borough of Tewkesbury		N/A
5e_3.3.16s	**Specification**	NHS Greater Manchester Integrated Care Board **Local Government Areas:** Borough of Bolton, Borough of Bury, City of Manchester, Borough of Oldham, Borough of Rochdale, City of Salford, Borough of Stockport, Borough of Tameside, Borough of Trafford, Borough of Wigan		N/A
5e_3.3.17s	**Specification**	NHS Hampshire and Isle of Wight Integrated Care Board **Local Government Areas:** Borough of Basingstoke and Deane, District of East Hampshire, Borough of Eastleigh, Borough of Fareham, Borough of Gosport, Borough of Havant, County of the Isle of Wight, District of New Forest, City of Portsmouth, City of Southampton, Borough of Test Valley, City of Winchester		N/A

5e_3.3.18s	**Specification**	NHS Herefordshire and Worcestershire Integrated Care Board **Local Government Areas:** District of Bromsgrove, County of Herefordshire, District of Malvern Hills, Borough of Redditch, City of Worcester, District of Wychavon, District of Wyre Forest		N/A
5e_3.3.19s	**Specification**	NHS Hertfordshire and West Essex Integrated Care Board **Local Government Areas:** Borough of Broxbourne, Borough of Dacorum, District of East Hertfordshire, District of Epping Forest, District of Harlow, Borough of Hertsmere, City of St Albans, Borough of Stevenage, District of Three Rivers, District of Uttlesford, Borough of Watford, Borough of Welwyn Hatfield		N/A
5e_3.3.20s	**Specification**	NHS Humber and North Yorkshire Integrated Care Board **Local Government Areas:** District of East Riding of Yorkshire, City of Kingston-upon-Hull, Borough of North East Lincolnshire, Borough of North Lincolnshire, City of York		N/A
5e_3.3.21s	**Specification**	NHS Kent and Medway Integrated Care Board **Local Government Areas:** Borough of Ashford, City of Canterbury, Borough of Dartford, District of Dover, District of Folkestone and Hythe, Borough of Gravesham, Borough of Maidstone, Borough of Medway, District of Sevenoaks, Borough of Swale, District of Thanet, Borough of Tonbridge and Malling, Borough of Tunbridge Wells		N/A
5e_3.3.22s	**Specification**	NHS Lancashire and South Cumbria Integrated Care Board **Local Government Areas:** Borough of Blackburn with Darwen, Borough of Blackpool, Borough of Burnley, Borough of Chorley, Borough of Fylde, Borough of Hyndburn, City of Lancaster, Borough of Pendle, City of Preston, Borough of Ribble Valley, Borough of Rossendale, Borough of South Ribble, Borough of West Lancashire, Borough of Wyre		N/A
5e_3.3.23s	**Specification**	NHS Leicester, Leicestershire and Rutland Integrated Care Board **Local Government Areas:** District of Blaby, Borough of Charnwood, District of Harborough, Borough of Hinckley and Bosworth, City of Leicester, Borough of Melton, District of North West Leicestershire, Borough of Oadby and Wigston, District of Rutland		N/A
5e_3.3.24s	**Specification**	NHS Lincolnshire Integrated Care Board **Local Government Areas:** Borough of Boston, District of East Lindsey, City of Lincoln, District of North Kesteven, District of South Holland, District of South Kesteven, District of West Lindsey		N/A

5e_3.3.25s	**Specification**	NHS Mid and South Essex Integrated Care Board **Local Government Areas:** Borough of Basildon, District of Braintree, Borough of Brentwood, Borough of Castle Point, City of Chelmsford, District of Maldon, District of Rochford, City of Southend-on-Sea, Borough of Thurrock		N/A
5e_3.3.26s	**Specification**	NHS Norfolk and Waveney Integrated Care Board **Local Government Areas:** District of Breckland, District of Broadland, Borough of Great Yarmouth, Borough of King's Lynn and West Norfolk, District of North Norfolk, City of Norwich, District of South Norfolk		N/A
5e_3.3.27s	**Specification**	NHS North Central London Integrated Care Board **Local Government Areas:** London Borough of Barnet, London Borough of Camden, London Borough of Enfield, London Borough of Haringey, London Borough of Islington		N/A
5e_3.3.28s	**Specification**	NHS North East and North Cumbria Integrated Care Board **Local Government Areas:** County of Durham, Borough of Darlington, Borough of Gateshead, Borough of Hartlepool, Borough of Middlesbrough, City of Newcastle-upon-Tyne, Borough of North Tyneside, County of Northumberland, Borough of Redcar and Cleveland, Borough of South Tyneside, Borough of Stockton-on-Tees, City of Sunderland		N/A
5e_3.3.29s	**Specification**	NHS North East London Integrated Care Board **Local Government Areas:** London Borough of Barking and Dagenham, City of London, London Borough of Hackney, London Borough of Havering, London Borough of Newham, London Borough of Redbridge, London Borough of Tower Hamlets, London Borough of Waltham Forest		N/A
5e_3.3.30s	**Specification**	NHS North West London Integrated Care Board **Local Government Areas:** London Borough of Brent, London Borough of Ealing, London Borough of Hammersmith and Fulham, London Borough of Harrow, London Borough of Hillingdon, London Borough of Hounslow, Royal Borough of Kensington and Chelsea, City of Westminster		N/A
5e_3.3.31s	**Specification**	NHS Northamptonshire Integrated Care Board **Local Government Areas:** District of North Northamptonshire, District of West Northamptonshire		N/A
5e_3.3.32s	**Specification**	NHS Nottingham and Nottinghamshire Integrated Care Board **Local Government Areas:** District of Ashfield, District of Bassetlaw, Borough of Broxtowe, Borough of Gedling, District of Mansfield, District of Newark and Sherwood, City of Nottingham, Borough of Rushcliffe		N/A

5e_3.3.33s	**Specification**	NHS Shropshire, Telford and Wrekin Integrated Care Board **Local Government Areas:** County of Shropshire, Borough of Telford and Wrekin		N/A
5e_3.3.34s	**Specification**	NHS Somerset Integrated Care Board **Local Government Areas:** County of Somerset		N/A
5e_3.3.35s	**Specification**	NHS South East London Integrated Care Board **Local Government Areas:** London Borough of Bexley, London Borough of Bromley, Royal Borough of Greenwich, London Borough of Lambeth, London Borough of Lewisham, London Borough of Southwark		N/A
5e_3.3.36s	**Specification**	NHS South West London Integrated Care Board **Local Government Areas:** London Borough of Croydon, Royal Borough of Kingston upon Thames, London Borough of Merton, London Borough of Richmond upon Thames, London Borough of Sutton, London Borough of Wandsworth		N/A
5e_3.3.37s	**Specification**	NHS South Yorkshire Integrated Care Board **Local Government Areas:** Borough of Barnsley, City of Doncaster, Borough of Rotherham, City of Sheffield		N/A
5e_3.3.38s	**Specification**	NHS Staffordshire and Stoke-on-Trent Integrated Care Board **Local Government Areas:** District of Cannock Chase, Borough of East Staffordshire, District of Lichfield, Borough of Newcastle-Under-Lyme, District of South Staffordshire, Borough of Stafford, District of Staffordshire Moorlands, City of Stoke-on-Trent, Borough of Tamworth		N/A
5e_3.3.39s	**Specification**	NHS Suffolk and North East Essex Integrated Care Board **Local Government Areas:** District of Babergh, City of Colchester, Borough of Ipswich, District of Mid Suffolk, District of Tendring, District of West Suffolk		N/A
5e_3.3.40s	**Specification**	NHS Surrey Heartlands Integrated Care Board **Local Government Areas:** Borough of Elmbridge, Borough of Epsom and Ewell, District of Mole Valley, Borough of Reigate and Banstead, Borough of Spelthorne, District of Tandridge, Borough of Woking		N/A
5e_3.3.41s	**Specification**	NHS Sussex Integrated Care Board **Local Government Areas:** District of Adur, District of Arun, City of Brighton and Hove, District of Chichester, Borough of Crawley, Borough of Eastbourne, Borough of Hastings, District of Horsham, District of Lewes, District of Mid Sussex, District of Rother, District of Wealden, Borough of Worthing		N/A

5e_3.3.42 s	**Specification**	NHS West Yorkshire Integrated Care Board **Local Government Areas:** City of Bradford, Borough of Calderdale, Borough of Kirklees, City of Leeds, City of Wakefield		N/A
5e_3.4s	**Specification**	The Supplier MUST employ suitably qualified nursing staff for adults and children as appropriate, this level of care will be agreed with the Purchasing Authority. The Supplier MUST ensure that the nursing staff they employ have been checked specifically: • The Nurse has a current NMC (Nursing and Midwifery Council) registration. Children's nurses (who see patients under 18) have a current registration with the Nursing and Midwifery Council (NMC) as either RN8: Children's nurse, level 1 or RNC: Children's nurse, level 1. The Nurse has sufficient experience and skills, and/or has received sufficient training, as applicable, to enable him/her to carry out his/her duties in the delivery of the Services. • As a registered nurse, the Nurse is subject to the Nursing and Midwifery Council Code. • The Nurse is subject to a satisfactory DBS (Disclosure & Barring Service) check and is registered with the Independent Safeguarding Authority. • The Nurse is subject to satisfactory pre-employment medical checks and holds a valid Fitness to Practice certificate issued by an independent occupational health provider. • The Nurse should have a personal portfolio with a summary of their verified qualifications and Personal Identification Number issued by the NMC as well as, DBS (Disclosure & Barring Service) and pre-employment medical screening, generic training and competency assessment/validations available for inspection.		N/A

5e_3.5s	**Specification**	Nursing services cannot be withdrawn without prior agreement of the Purchasing Authority, in the event that the Supplier / Nursing provider should feel unable to continue providing services for any reason. The Supplier must communicate in writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead/s within 24 hours if it is unable to fulfil any contracted or otherwise agreed duties. The exception to this is if concerns are on the grounds of staff safety in which case the Contracting Authority and the Purchasing Authority MUST be notified immediately verbally and in writing for actions to be agreed.		N/A
5e_3.6s	**Specification**	The Purchasing Authority and the Supplier are responsible for assessing the risks associated with clinical services. Please see Risk Management section on the Governance Tab.		N/A

5e_3.7s	**Specification**	The Supplier will provide the Purchasing Authority with a weekly written update on the standardised Weekly Nursing Report form (Appendix F) The Supplier MUST communicate in writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead/s as soon as possible, but within 24 hours, if there are any clinical concerns. Any new or changed risks identified during a clinical home visit must be recorded and the Individual Patient Care Plan updated with new or changed risk control measures. Processes for recording and transmission of clinical records between the parties must be via approved methods that are compliant with The Data Security and Protection Toolkit Standard (DSPT) or otherwise specified in the Data Sharing or Data Processing agreement. A summary report or log including clinical services and clinical interventions must be available for each individual patient at the request of the Purchasing Authority.		N/A

5e_3.8s	**Specification**	Other clinical duties are not approved as part of the HPN framework and should be part of a separate clinical and financial agreement between the Supplier and the Purchasing Authority. Examples include: • Distal limb feeding • Stoma care • Extra visits The Purchasing Authority will specify the HPN clinical services to be provided for each patient on the registration form.		N/A
5e_3.9s	**Specification**	The Supplier may administer other intravenous medications, not on the HPN framework, with the appropriate prescription and authorisation to administer. This needs to take place within the one-hour nursing visit already taking place. The prescribing Trust needs to supply all the medication, diluent, flushes and ancillaries in order that the Supplier can undertake the procedure. If the medication cannot be given within the one hour, then a separate clinical and financial agreement needs to be in place with the prescribing Trust as this is not part of the HPN framework.		N/A
5e_3.10s	**Specification**	The Supplier will primarily follow the British Intestinal Failure Alliance (BIFA) Guidance Standardised Parenteral Support Catheter Guidelines, with additional recommendations from the Purchasing Authority where indicated. If other procedures to be used the Supplier must go back to NHSE for approval.		N/A

5e_3.10s	**Adjudication Question**	**With reference to the above specification point, please demonstrate how you will comply with British Intestinal Failure Alliance (BIFA) Guidance Standardised Parenteral Support Catheter Guidelines, https://www.bapen.org.uk/pdfs/bifa/standardised-parenteral-support-catheter-guidelines.pdf.**	N/A	
5e_3.11s	**Specification**	The nurse visit will take place within a 2 hour window spanning the allocated visit time. Note: the 2 hour window is for the arrival of the nurse and not that the clinical duties associated with the visit need to be completed within the 2 hour visit time. The timing of the 2 hour visit window will be determined by the Supplier based on staffing availability. Visits for training should be at "off peak" times, i.e. late morning and early afternoon, so as to allow patients requiring long term nursing to receive visits at the more popular times of day, i.e. early morning, early evening. Suppliers should not change a patient's nursing visit window in order to accommodate taking on new patients unless the patients affected by the change are in agreement. To ensure equity of access to nursing services by all Purchasing Authorities Suppliers must not guarantee a visit window on acceptance of a patient as this may not be possible by the time the patient is ready for discharge. Suppliers cannot reserve a specific time slot (morning or evening) for exclusive use by one Purchasing Authority		N/A
5e_3.12s	**Specification**	The Purchasing Authority and Supplier MUST ensure that up to date written clinical escalation contacts for both organisations are available at all times that clinical services are being provided.		N/A
5e_3.13s	**Specification**	When Clinical Services include medicine administration, the Supplier will ensure a copy of the prescription or full patient specific administration instructions are on the dispensing label, at the point of administration.		N/A

5e_3.14s	**Specification**	The Supplier is responsible for scheduling clinical services in accordance with the Medicine Pathway (Appendix B) and Clinical Service Protocol. The Supplier will ensure that any clinical services are performed at the times and venues agreed between the parties and shall give as much notice as reasonably practicable if for any reason they are unable to meet the agreed service level. Wherever possible the Supplier will maintain continuity of staffing for an individual patient.		N/A
		Patient/carer training		
5e_4.1s	**Specification**	Each patient/carer assessed as being able to train to independence will be allocated 28 hours for training. Suppliers must indicate the number of training hours a patient has received on Appendix F (Weekly Nurse Report) alongside reasons why a patient/carer is not progressing as predicted.		N/A
5e_4.2s	**Specification**	Suppliers should only train patients and/or carers to self-administer medicines when authorised requested by the Purchasing Authority. The training needs to cover all aspects required of the patient/carer (i.e. disconnection, connection, medication administration, dressing change) at the outset of the training, as opposed to patients learning each procedure separately before moving on to the next element. Note: as long as the total number of hours billed for training does not exceed 28 hours then the Supplier can deliver this either as 2 x 1 hour visit per day, 1 x 2 hour visit per day (i.e. to encompass disconnection and connection) or condensed training (also known as accelerated learning) either at a residential training centre or in the patient's home.		N/A
5e_4.3s	**Specification**	The training of patients by the Supplier can take place in areas other than the patient's home. The areas that are included are: Supplier's Training Centre, nursing home, continuing care beds, hospice. Training of patients by the Supplier within an acute NHS Trust is not covered by this framework. If a Purchasing Authority wishes for this to take place, this would be paid for by the Purchasing Authority and NOT NHS England.		N/A

5e_4.4s	**Specification**	Once a patient has demonstrated the necessary competencies for a particular task as outlined in Appendix D Patient Competencies the nursing will be withdrawn unless there is a clear clinical indication why it needs to continue. This must be communicated to and agreed by the Purchasing Authority with prior approval through Blueteq obtained.		N/A
5e_4.5s	**Specification**	If the Supplier and/or Purchasing Authority identify a need for 2 nurses to be in attendance for nursing visits this needs to be reported to the Contracting Authority. Consideration for funding approval for 2 nurse visits will be on a case by case basis by the Contracting Authority and not a matter for NHS England.		N/A
		Additional Training and Competence provisions for Supplier's Staff who are providing Clinical Services		
5e_5.1s	**Specification**	Suppliers must have policies on the following and must ensure that all clinical staff are trained and monitored for compliance. • Medicines Policy • Policy for informed consent to clinical service/intervention • Records Management Policy • Health and safety • Confidentiality • Data protection (GDPR) • Acceptance of gifts • Adverse incident reporting policy • Safeguarding (child and vulnerable adult) • Zero tolerance and policy for the withdrawal of care • Detailed understanding of the Home Parenteral Nutrition Medicines Pathway (Appendix B) • Escalation procedures		N/A

5e_5.1aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your policies comply and you will provide an example of your relevant procedure upon request.**	N/A	
5e_5.2s	**Specification**	Suppliers must have policies on the following and must ensure that all clinical staff providing clinical services involving medication administration are trained and monitored for compliance. • Anaphylaxis Management Guidelines • Infection Control Manual • Resuscitation Policy and Guidelines • Lone Worker Policy (incorporating working alone care and chaperoning)		N/A
5e_5.2aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your policies and staff hand book complies and you will provide an example of your relevant procedure upon request.**	N/A	

5e_5.3s	**Specification**	Suppliers MUST outline transparent procedures for handling of concerns or complaints with full details on how to contact their Medical Director. Suppliers MUST ensure Nursing staff are responsible to the Purchasing Authorities lead nutrition nurse or pharmacist in respect of clinical matters. Suppliers are required to undertake a root cause analysis and submit a report to the Purchasing Authority if a nursed patient develops any of the following catheter related complications; - Catheter Related Blood Stream Infection - Catheter occlusion - PICC migration - Rapid over infusion of prescribed parenteral support		N/A
5e_5.3aq	**Adjudication Question**	**With reference to the specification point above, please detail your transparent procedures for handling of concerns or complaints with full details on how to contact the Medical Director.**	N/A	
5e_5.4s	**Specification**	The Supplier MUST be assured that the Purchasing Authority has informed all patients' that their personal information may be shared with other healthcare professionals including the IF registry and may be used to support clinical audit for the purpose of assuring and monitoring the quality of their treatment.		N/A

5e_5.5s	**Specification**	The Supplier must ensure the clinical staff providing Intravenous infusion services to patient receiving Home Parenteral Nutrition have achieved the following competencies. Where staff are in training, it is anticipated that they will be supervised until they have been formally assessed and deemed competent. • Phlebotomy • Cannulation, including cannulation of totally implanted vascular access devices • Intravenous therapy in line with RCN guidelines including management of intravenous indwelling devices • British Intestinal Failure Alliance (BIFA) Guidance • Anaphylaxis management/ basic life-support relevant to area of clinical practice • Use of all ambulatory pumps on the Home Parenteral Nutrition Framework • Aseptic Non Touch Technique (ANTT) • Side effect management, including the management of infusion related reactions, including recognising including hyper and hypoglycaemia, suspected catheter related bloodstream infection • Detailed knowledge of parenteral nutrition, this should include differing regimens such as MCB / IV vitamin dual infusion and hybrid PN regimens • Extravasation • Identification of suspected catheter related thrombosis • Identification of occluded catheters and simple (non-pharmaceutical methods) troubleshooting measures to restore patency • Identification of catheter fracture and appropriate first aid measures • Care of venting gastrostomy tubes • RPS Homecare standards Further information can be found in the nursing competency document in Appendix P		N/A
5e_5.5aq	**Adjudication Question**	**With reference to the above specification point, please provide details of training systems and competency assessment.**	N/A	

5e_5.6s	**Specification**	The Suppliers clinical staff are expected to undergo initial training and at least 1 day refresher training per year. The Supplier MUST facilitate CPD for all employed nursing staff and MUST demonstrate for all staff: • job specifications • orientation and induction • evidence of CPD and a robust mechanism to ensure that relevant professional registrations are maintained In addition, the Supplier must support revalidation for all employed nursing, medical and pharmacy staff.		N/A

Document 5f	Governance			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor's Answer (or file reference to separate document with answer / requested documentation)
		Specification Compliance Summary		
5f_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Governance Framework and Quality Systems		

5f_1.1s	**Specification**	Suppliers must have a robust quality system in place which includes policies on the following and must ensure that all staff comply with them. • Health and safety Policy • Environmental Policy • Bribery Policy • Complaints and Incidents Policy • Safeguarding Policy • Equality & Diversity Policy • Lone Worker Policy • Medicines Policy • Privacy Policy • Records Management Policy • Social Value Policy • Transition Policy (Paediatric to adult care) • Zero Tolerance and Policy for the Withdrawal of Care • Risk Management Policy Where relevant national guidelines are in place it is mandatory that these are adopted. Where national guidelines are not in place or if the Supplier is unsure, then the Supplier will liaise with the Purchasing Authority to confirm mutually acceptable guidelines.		N/A
5f_1.1aq	**Adjudication Question**	**With reference to the Specification Point above, please certify you have the above documents and you will provide them upon request.**	N/A	

5f_1.2s	**Specification**	Where Services include clinical home visits, Suppliers must have policies on the following and must ensure that all clinical staff providing clinical services involving medication administration are trained and monitored for compliance. • Anaphylaxis Management Guidelines • Infection Control Manual • Resuscitation Policy and Guidelines		N/A
5f_1.2aq	**Adjudication Question**	**With reference to the Specification Point above, please certify you have the above documents and evidence of frequency of training or refresher courses and you will provide them upon request.**	N/A	
5f_1.3s	**Specification**	The Supplier will carry out self-inspections of their quality system at regular intervals and record the results and raise corrective and preventative actions for any non-conformances found. This log and improvement plan may be reviewed at a supplier review meeting.		N/A
		Clinical Governance		
5f_2.1	**Specification**	The Purchasing Authority retains clinical responsibility for the patient's care and their treatment. The Supplier must carry an appropriate duty of care to patients receiving the Services.		N/A
5f_2.2	**Specification**	The Purchasing Authority is responsible for ensuring all relevant and appropriate diagnostic tests and other interventions including those specified in the Medicines Homecare Pathway are performed and for monitoring of patient outcomes with respect to efficacy and toxicity.		N/A
5f_2.3	**Specification**	The Supplier will communicate with the Purchasing Authority in the event of any clinically relevant issues that could be reasonably expected to impact on patient safety or continuity of patient treatment, and will work in partnership to minimise additional costs to the Purchasing Authority whilst maintaining patient safety.		N/A

5f_2.4	**Specification**	The Supplier MUST provide an up to date contact list of staff that the Purchasing Authority can contact at all times. For out of hours, this should include nursing and pharmacy as a minimum. Furthermore, the Supplier MUST maintain an up to date list of the Purchasing Authorities appropriate clinical escalation contacts.		N/A
5f_2.5	**Specification**	The Purchasing Authority must ensure all their staff involved in the provision of the homecare service have knowledge of clinical governance and be committed to clinical supervision, customer care and resolution of complaints and concerns.		N/A
5f_2.6	**Specification**	The Purchasing Authority will provide appropriate clinical escalation contacts and ensure that an appropriate and suitably qualified clinician be available for the Supplier's staff to contact at all times whilst they are involved in delivery of a clinical intervention.		N/A
5f_2.7	**Specification**	The Supplier must ensure that their staff know how to escalate clinical concerns and how to contact the clinical escalation contacts for each Purchasing Authority at all times.		N/A
5f_2.8	**Specification**	Transition from paediatric to adult care will take place at a mutually agreed time between the ages of 16-18 and be initiated by the Purchasing Authority, following consultation with the patient and family. Where provided, the Supplier must adhere to the relevant Transition Policy employed by the Purchasing Authority. The transfer may entail transferring a patient from one Purchasing Authority to another.		N/A
		Complaints & Concerns		
5f_3.1	**Specification**	In accordance with the professional standards - RPS Handbook for Homecare Services - Appendix 19 - Further Guidance for Managing Complaints and Incidents in Homecare Services the Authority and Supplier must have a complaints and incidents policy and procedures that differentiates patient safety incidents from other types of complaints, incidents or concerns.		N/A

5f_3.2	**Specification**	The details of any complaints regarding the delivery or service, received from Patients will be forwarded in writing to secondary investigators, or primary investigator status formally transferred within 2 working days.		N/A
		Information Governance		
5f_4.1s	**Specification**	In all clinical settings for patient safety, the Supplier will adopt and use the Purchasing Authority's NHS patient number to identify each patient once the registration forms have been accepted. If local patient identifier numbers are used, these will be in addition to the NHS patient number. In all other settings, Caldecott principles must apply.		N/A
5f_4.1s	**Specification**	All requirements of the Data Protection Act 1998 and GDPR must be met in full.		N/A
5f_4.2c	**Compliance Yes/No**	The supplier will be registered with The Data Security and Protection Toolkit Standard (DSPT) and will provide evidence of accreditation to the toolkit. **Please indicate Yes / No as to if you comply. Please note that the inability to comply may result in a bid being unsuccessful.**		
5f_4.3s	**Specification**	Where identifiable patient personal information must be transmitted via electronic means this will be by high level end to end encryption.		N/A

5f_4.4s	**Specification**	Where patient data is transferred between the Supplier and any sub-Supplier, data processing or data sharing agreements must be in place between the parties unless that sub-Supplier also can provide evidence of accreditation to The Data Security and Protection Toolkit Standard (DSPT). Evidence of agreements with relevant sub-Suppliers must be provided by the Supplier.		N/A
5f_4.4aq	**Adjudication Question**	**With reference to the above specification point, please provide the necessary evidence of agreements with relevant sub-Suppliers.**	N/A	
5f_4.5s	**Specification**	The Purchasing Authority will ensure all patients are informed that their personal information will be shared with the Supplier and other healthcare professionals and may be used to support clinical audit for the purpose of assuring and monitoring the quality of their treatment. Inline with the RPS Professional Standards for Homecare Services.		N/A
		Risk Management		

5f_5.1s	**Specification**	The Supplier mut have a risk management policy. Each patient needs assessment jointly and collaboratively by the purchasing authority and the Supplier, and assigned an agreed risk score. Where this risk score is considered unacceptable to the Supplier, under their risk management policy, the supplier should work with the purchasing authority to determine an acceptable alternative to facilitate the patients care.		N/A
5f_5.2s	**Specification**	The Supplier may refuse to provide services which it deems to be unsafe or which represent unacceptable risk to staff under its local Risk Management Policy. In such a case the Supplier raise their concerns in writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead as soon as possible, but within 24 hours. In such a case the Supplier will work with the Purchasing Authority to find an acceptable alternative to facilitate the patient's care. If the service is to be withdrawn then the Supplier MUST inform the Contracting Authority in writing before this occurs.		N/A
5f_5.2aq	**Adjudication Question**	**With reference to the above specification point, Suppliers should provide a copy of their Risk Management Policy and describe how they manage risk assessments and the escalation procedure in case of disagreement.**	N/A	
		Business Continuity and Contingency Planning		
5f_6.1s	**Specification**	The Supplier must hold and maintain an appropriate Business Continuity Plan in accordance with schedule 2 of the NHS Framework Agreement for the supply of goods and the provision of services, including major incident and emergency planning.		N/A

5f_6.2s	**Specification**	Suppliers are required to advise the Purchasing Authority as soon as they become aware of any unplanned circumstances which have the potential to have a detrimental effect on the homecare service or compliance with this specification.		N/A
5f_6.3s	**Specification**	Suppliers are required to advise both the Purchasing Authority and the Contracting Authority as soon as they become aware that they are reaching capacity or the level of growth in patient numbers which has the potential to have a detrimental effect on patient service levels to existing patients on the homecare service. The Contracting Authority will work with the Purchasing Authority and the Supplier to maintain service levels to patients at an acceptable level.		N/A
5f_6.3aq	**Adjudication Question**	**Please provide your current and future capacity for compounding, nursing/training of patients and delivery.**	N/A	
5f_6.4s	**Specification**	The Supplier will have contingency plans in place for credible threats including but not limited to vehicle breakdown, adverse weather, pandemic, Cyber attacks, IT system failures and shortfall in the supply of medicines, ancillaries or equipment. The Authority and the Supplier will work in good faith to manage any stock shortages or other unexpected event in accordance with applicable national guidance and procedures.		N/A

5f_6.4aq	**Adjudication Question**	**With reference to the above specification point, please provide your contingency plans, detailing the types of situations they cover. Please also describe how these events would be tested and monitored.**	N/A	
		Safeguarding		
5f_7.1s	**Specification**	The Supplier must ensure that all relevant staff, including all sub-Suppliers have undergone England Disclosure and Barring Service (DBS).Suppliers will bear the cost of carrying out these checks.		N/A
5f_7.2s	**Specification**	Where relevant, the Purchasing Authority requires that all Supplier's Staff who have direct contact with vulnerable patients have undertaken mandatory safeguarding training, relevant to their role and undertake regular refresher training. The Supplier will provide the Purchasing Authority with details including the name of the organisation that delivers the training and a description of the training programme and the frequency of refresher training on request. The Purchasing Authority may audit training records to ensure compliance with this provision.		N/A
		Training and Competence of all Supplier's staff including non-clinical staff		

5f_8.1s	**Specification**	The Supplier must ensure all staff have an understanding of the parameters and requirements of this framework including safeguarding and are trained and competent to perform the activities requested of them. All staff must have • job specifications • orientation and induction • Knowledge of relevant organisation policies • evidence of training to perform the activities in their job specification • training in their individual responsibility towards health & safety, safeguarding and information governance.		N/A
5f_8.1aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your training procedure complies and you will provide an example of your training records upon request.**	N/A	

5f_8.2s	**Specification**	Suppliers must have policies on the following and must ensure that all staff comply with them. Where national guidelines are in place it is mandatory that these are adopted. Where national guidelines are not in place or if the Supplier is unsure, then the Supplier must liaise with the Purchasing Authority to confirm mutually acceptable guidelines. The Supplier needs a process in place to ensure that all staff remain up to date with their mandatory training, including knowledge of company policies, and that a system is in place for appropriate refresher training at regular intervals. • Health and safety • Confidentiality • General Data Protection Regulation (GDPR) • Acceptance of gifts • Patient safety incident reporting policy • Safeguarding vulnerable people policy • Equality Policy		N/A
5f_8.2aq	**Adjudication Question**	**With reference to the Specification Point above, please certify that your training procedure complies and you will provide an example of your training procedure and records upon request.**	N/A	

5f_8.3s	**Specification**	Suppliers must ensure that all relevant staff have an appropriate level of knowledge and expertise on the medicines, ancillaries and equipment used in the clinical specialities relevant to the Service. For example • Relevant equipment management • Evidence based clinical decision making • Side effect management • Disease awareness • Specific therapies, as prescribed. • Drug cost awareness • Reconstitution of drug awareness • ICH/cGCP		N/A
5f_8.4s	**Specification**	Suppliers must ensure any new staff or staff moving between roles are trained accordingly prior to taking responsibility for delivery of the Service. Where staff are in training, it is anticipated that they will be supervised until they have been formally assessed and deemed competent.		N/A
5f_8.5s	**Specification**	The Supplier must facilitate Continual Professional Development (CPD) for all professional staff as required by their respective professional body. The Supplier must have a robust mechanism to ensure that relevant professional registrations are maintained.		N/A
		Additional Training and Competence provisions for Supplier's Staff who are providing Clinical Services		
5f_9.1s	Specification	Suppliers must ensure all their staff have knowledge of clinical governance and be committed to clinical supervision, customer care and complaints handling.		N/A
5f_9.1aq	**Adjudication Question**	**With reference to the above specification point, please provide evidence on how staff are trained to demonstrate the above.**	N/A	

5f_9.2s	Specification	Suppliers should supply information on the level of knowledge and expertise on the medicines and equipment used in the clinical specialities relevant to this tender for homecare services, including the methods and frequency of training and accreditation used as per the requirements in the clinical services and home visits.		N/A
5f_9.3s	Specification	The Supplier must ensure any new staff or staff moving between roles are trained accordingly prior to taking responsibility for delivery of the homecare services. Where staff are in training, it is anticipated that they will be supervised until they have been formally assessed and deemed competent.		N/A
		Patient Safety Incidents		
5f_10.1c	**Compliance Yes/No**	The Supplier must have in place robust procedures for receiving, recording, handling and reporting of patient safety incidents in line with the RPS Handbook for Homecare Services Appendix 19: Further Guidance on the Managing of Complaints and Incidents within Homecare Services and associated legislation. Please indicate Yes / No as to if you comply. Please note that the inability to comply, may result in not being successful in your bid.		
5f_10.2s	Specification	The Supplier should operate a similar system for reporting and investigating Patient Safety Incidents as operated in the NHS and as specified in the two Patient Safety Alerts on Improving reporting and learning of medication errors and medical devices incidents issued in March 2014. The Supplier is responsible for reporting incidents and investigations to the Purchasing Authority and the national reporting and learning service as well as producing a written response to the patient/carer/advocate.		N/A
		Adverse Drug Reactions		

5f_11.1s	Specification	The Suppliers should have in place robust procedures for receiving, recording, handling and reporting of adverse drug reactions in line with the MHRA legislation on drug reporting (www.MHRA.gov.uk) and RPS Handbook for Homecare Services Appendix 19: Further Guidance on the Managing of Complaints and Incidents within Homecare Services and associated legislation. Any adverse drug reactions reports received from patients or carers or advocates by the Supplier must be reported to the Purchasing Authority and the marketing authorisation holder, at the earliest opportunity and in any case within 1 working day of the report.		N/A
		Medicine and Medical Device Defects and Recalls		
5f_12.1s	Specification	All Suppliers should subscribe to "Medicines and Healthcare Products Regulatory Agency" Update on GOV.UK. Any defective medicines detected by, or notified to, the Supplier must be reported to the manufacturer of the product or the MHRA in line with current MHRA guidance. In addition, a Major or Hazardous defect identified in any product that has been delivered but not administered to a patient must be reported in writing to the Purchasing Authority's Chief Pharmacist, Patient's Lead Medical Clinician and Homecare Lead as soon as possible, but within 24 hours, if there are any clinical concerns.		N/A
5f_12.2s	Specification	The Supplier must operate a system of product and batch traceability to facilitate recall of medicines, sterile ancillaries and critical equipment to patient level.		N/A
5f_12.3s	Specification	The Supplier must have a robust process in line with current MHRA guidance for responding and acting upon recalls initiated by the MHRA or manufacturer of the product. This must cover liaison with the patient and Purchasing Authority, and timely replacement of stock to facilitate continuity of patient treatment wherever possible.		N/A

5f_12.3aq	**Adjudication Question**	**With reference to the above specification point, please provide details of how this is achieved, and provide a copy of your recall procedure.**	N/A	
5f_12.4s	Specification	It is the responsibility of the Supplier to recover expenses associated with MHRA led product recalls from the manufacturer or marketing authorisation holder.		N/A
5f_12.5s	Specification	Any product and/or medicine spoiled, will be collected with both the Purchasing Authority and patient consent, from their home, by the Supplier prior to the next delivery and at patient convenience. The Supplier must liaise with the Purchasing Authority to determine if the unusable product and/or medicine should be delivered back to the Purchasing Authority or destroyed.		N/A
5f_12.6s	Specification	If the medicine is spoiled by no fault of the patient, this should be replaced at no further cost to the Purchasing Authority.		N/A

Document 5g	Finance			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor's Answer (or file reference to separate document with answer / requested documentation)
		Specification Compliance Summary		
5g_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Purchase Orders		
5g_1.1s	**Specification**	The Purchasing Authority will generate a unique Purchase Order Number linked to each prescription and provide it to the Supplier.		N/A

5g_1.2s	**Specification**	Suppliers should where possible be able to receive orders transmitted electronically in accordance with nationally approved standards.		N/A
		Purchasing of medicines by the Supplier		
5g_2.1s	**Specification**	The Purchasing Authority authorises the Supplier to purchase specified medicines, ancillaries and equipment for use in the homecare service. The Purchasing Authority expects that the Supplier will ensure goods are purchased at market competitive rates. Should NHS contracted prices be made available from the Purchasing authority for use by the Suppliers these should be implemented accordingly, and these prices should be used.		N/A
5g_2.2s	**Specification**	The Purchasing Authority authorises the Supplier to purchase specified medicines, ancillaries and equipment for use in the homecare services at Purchasing Authority framework prices where they exist, or at the manufacturers NHS Hospital purchase price, subject to the agreement of the relevant manufacturers and/or wholesaler. The Purchasing Authority is responsible for notifying the Supplier of such contract or framework or NHS hospital prices. The Supplier will make reasonable efforts to secure agreement for the framework, contract or NHS hospital prices and the Purchasing Authority will provide every assistance possible to ensure the Supplier is successful in gaining that agreement.		N/A
5g_2.3s	**Specification**	The Supplier will use all reasonable endeavours to source all unspecified medicines, ancillaries and equipment at cost effective prices and any mark-up applied by the Supplier must be proportional to the additional costs incurred by the Supplier in sourcing those products.		N/A

5g_2.4s	**Specification**	Product and/or medicine provided by manufacturers or wholesalers to the Supplier for the use by patients of the Purchasing Authority under this Agreement are not for resale by the Supplier to any third party.		N/A
5g_2.5s	**Specification**	In addition to the Section on confidentiality in the Agreement, where the Supplier is given access to NHS contract price information from the Purchasing Authority in order to procure medicines on behalf of the NHS, this information is commercially confidential. Suppliers will not pass prices on to any third party including other companies within their group without the express permission of the Purchasing Authority.		N/A
5g_2.6s	**Specification**	The Supplier will be responsible for the ordering, receipt, control and payment for all medicinal products and ancillaries and will be responsible for the maintenance of adequate stock levels to satisfactorily meet the requirements of this framework.		N/A
		Invoicing		
5g_3.1s	**Specification**	The Supplier will generate an accurate and valid invoice linked to each Purchase Order Number and use best endeavours to provide it to the Authority within 4 weeks of service delivery. Invoices need to separately list out all PN products separate from any ancillaries, delivery charges, routine medication, or nursing charges. The Authority and Supplier will use best endeavours to receive or transmit invoices electronically in accordance with nationally approved standards.		N/A

5g_3.1aq	**Adjudication Question**	**With reference to the above specification point, please provide key features of current capability to receive or transmit invoices electronically.**	N/A	
5g_3.2s	**Specification**	Invoices should contain a patient unique identifier, include the Prior Approval System number (currently Blueteq), and purchase order number where possible, and should match the pricing schedule in accordance with this specification. Some Purchasing Authorities will require patient details; if this is the case then this must be compliant with The Data Security and Protection Toolkit Standard (DSPT) or documented and controlled via data processing or data sharing agreements between parties.		N/A
5g_3.3s	**Specification**	The Supplier will ensure the collection of appropriate evidence showing that: - Goods have been duly received, are in accordance with specification and the prices are correct; - Services rendered have been satisfactorily carried out in accordance with the order and the charges are correct. Such evidence of service delivery will be made available for audit purposes and by exception only if there is reasonable doubt that the service has not been received.		N/A
5g_3.4s	**Specification**	In accordance with the provisions set out in General tab - Provision of services outside this specification the Purchasing Authority will reimburse reasonable additional costs incurred by the Supplier and these services will need to be separately identifiable as these charges cannot be passed on to NHS England.		N/A

https://www.dsptoolkit.nhs.uk/

5g_3.5s	**Specification**	Where nursing services are used, the Supplier should ensure that proof of nursing visits are provided. These can be in either a paper format or a digital device. The length of nursing time spent with the patient should also be recorded (see appendix F).		N/A
		Statement of Accounts & Payments		
5g_4.1s	**Specification**	The Supplier will provide a statement of accounts to the Purchasing Authority on a monthly basis.		N/A
5g_4.2s	**Specification**	The Purchasing Authority will pay in accordance with the payment terms set out in NHS T&C's Schedule 2 general terms and conditions of the Agreement.		N/A
		Risk, Liability & Insurance		
5g_5.1s	**Specification**	Where medicines or ancillaries or equipment are unusable due to action or inaction of the Supplier, the unusable items will be collected and replaced at no expense to the Purchasing Authority or, if resupply is not clinically appropriate a credit note will be raised against the invoice for those unusable items. Where medicines or ancillaries or equipment are unusable due to the Patient's negligence, misuse or failure to observe any instructions or training concerning the use of the equipment, the Supplier will have the right to recover the cost of replacement (or where applicable repair) from the Purchasing Authority, provided that such negligence, misuse or failure was not caused or contributed to by any action of or failure to take action by the Supplier. Unusable items may only be resupplied (or where applicable) repaired at the cost of the Purchasing Authority when prior approval has been given by the Purchasing Authority.		N/A
		Capital Equipment		
5g_6.1s	**Specification**	All equipment must be traceable. The records relating to equipment owned by the Supplier must be made available on request by the Purchasing Authority.		N/A

Document 5h	**Home Visits**			**Supplier Name**
Paragraph	**Specification Compliance or Adjudication**	**Specification Item**	**Do you comply with Specification? Paragraph by paragraph**	**Contractor's Answer (or file reference to separate document with answer / requested documentation)**
		Specification Compliance Summary		
5h_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Non-Clinical Home Visits for installation, maintenance and servicing of equipment		
5h_1.1s	**Specification**	The Supplier will only undertake non-clinical Home visits where necessary to meet the terms of this specification.		N/A

5h_1.2s	**Specification**	The Supplier will provide non-clinical home visits Monday to Friday 8am to 6pm and 8am - 12pm on a Saturday and ensure escalation contacts are available during these times. If the patient's routine delivery would be due on a Bank Holiday the delivery date must be rearranged at a clinically appropriate time which has been agreed with the patient with maintaintence of any buffer stock.		N/A
5h_1.3s	**Specification**	All staff visiting a patient's home will carry photographic identification which will be shown on arrival.		N/A
5h_1.4s	**Specification**	All staff visiting the patient at home will be courteous, helpful and maintain patient confidentiality. Visiting staff are to respect patients' and carers' needs and will comply with any reasonable conditions of entry laid down by the patient. Visiting staff will be dressed appropriately.		N/A
5h_1.5s	**Specification**	Following a home visit, a written report should be made to the Purchasing Authority within 5 working days or within 48 hours if the planned activity could not be completed. Any new or changed risks identified during a non-clinical home visit will be recorded and the Individual Patient Care Plan updated with new or changed risk control measures.		N/A
5h_1.5aq	**Adjudication Question**	**With reference to the above specification point, please detail how these reports will be recorded and communicated to the Purchasing Authority.**	N/A	
5h_1.6s	**Specification**	Supplier's staff must check the patient continues to consent to the visit and actions to be taken by the staff on each occasion they enter the patient's home. Staff must respect any patient's wishes if they withdraw consent they have previously given.		N/A

5h_1.7s	**Specification**	The Supplier is responsible for scheduling non-clinical visits at a time convenient for the patient. The Supplier will give as much notice as reasonably practicable if for any reason they are unable to meet the agreed visit.		N/A

Document 5i	Digital			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor's Answer (or file reference to separate document with answer / requested documentation)
		Specification Compliance Summary		
5i_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Digital Solution Requirement		

5i_1.1s	**Specification**	Any Digital Solutions developed must meet the RPS output-based specifications (OBS), as updated from time to time, for system-wide delivery of medicines in homecare as a minimum.		N/A
5i_1.2s	**Specification**	Mobile Apps or other applicable Digital Solutions for patients access must be free of charge, without any in-app purchase.		N/A
5i_1.3s	**Specification**	Any patient facing Apps or other applicable Digital Solutions must undergo baseline assessment by NHSE Transformation Directorate as a minimum.		N/A

5i_1.4s	**Specification**	For any digital solutions, I) if the solution (or part of) is not classified as a medical device then the developer/Supplier of the digital solution has applied clinical risk management as required under "DCB0129: Clinical Risk Management: its Application in the Manufacture of Health IT Systems" during the development of the product. The Supplier should also be able to provide assistance to the Purchasing Authority in the application of clinical risk management as required under "DCB0160: Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems" during the deployment of the digital solution. ii) if the solution (or part of) is classified as a medical device the solution must comply with the medical device directives. Any device may only be used and charged to the purchasing authority if it has been commissioned by NHS England.		N/A
5i_1.5s	**Specification**	The Supplier's proposed solution must be compatible with relevant national standards and interoperable with systems commonly used by the NHS. - the Supplier should commit to migrating to FHIR (Fast Healthcare Interoperability Resources) standard and other technical standards if that becomes mandated in the future.		N/A

5i_1.5aq	**Adjudication Question**	**Please provide a list of digital technologies that you are offering (e.g. remote consultation platform, web portal, remote monitoring of pumps) supported with evidence of DTAC submission where applicable**	N/A	

Document 5j	Net Zero & Social Value			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor's Answer (or file reference to separate document with answer / requested documentation)
		Specification Compliance Summary		
5j_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Tackling economic inequality		
5j_1.1s	**Specification**	The Supplier could be required to demonstrate their methods to support the health and wellbeing, including physical and mental health, in the contract workforce.		N/A
5j_1.2s	**Specification**	The Supplier may be required to demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.		N/A

5j_1.3s	**Specification**	The Supplier would be expected to support people with disabilities in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications.		N/A
5j_1.3aq	**Adjudication Question**	Detail through the delivery of the contract that you have a clear understanding of your workforce diversity profile and a plan to increase diversity and inclusion within the contract workforce, to best match patient needs. Using a maximum of 1,000 words describe the commitment your organisation will make to ensure that opportunities under the framework deliver the outcome and Award Criteria. Please include: ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency	N/A	
		Equal Opportunity		

5j_2.1aq	**Adjudication Question**	Detail how, through the delivery of the contract, you plan to increase overall diversity and inclusion within the contracted workforce Using a maximum of 1,000 words describe the commitment your organisation will make to ensure that opportunities under the framework deliver the outcome and Award Criteria. Please include: ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency	N/A	
		Fighting Climate Change		
5j_3.1s	**Specification**	The Supplier shall be expected to work with the Participating Authority in promoting environmental sustainability and help to achieve its goal to reduce carbon emissions.		N/A
5j_3.2s	**Specification**	On request the Supplier will present information around the embedded sustainability (including carbon footprint) policies and procedures.		N/A
5j_3.3s	**Specification**	The Supplier is expected to use resources, and handle all commercial, clinical, and pharmaceutical waste with consideration for the environment.		N/A

5j_3.4s	**Specification**	The licensed manufacturer and licensed distributor shall have an established Environment Policy that provides a framework for setting and achieving and reporting environmental objectives, which includes enhancing environmental performance.		N/A
5j_3.5s	**Specification**	The Supplier should consider the environmental impacts of the service requirements and ensure these impacts are suitably managed.		N/A
5j_3.6s	**Specification**	On request, the Supplier shall provide information on the proportion by weight of post-consumer recycled material in the product and in the product packaging.		N/A
5j_3.7s	**Specification**	Due consideration should be given to the minimisation of “waste” throughout the management of the agreement. This should be achieved through the application of value engineering principles.		N/A
5j_3.8s	**Specification**	The Supplier must make themselves aware of the NHS Carbon Reduction Strategy outlining the actions across the NHS aims to reduce the 18 million tonnes of CO2 generated across its operations. The NHS Carbon Reduction Strategy can be found on the NHS Sustainable Development Unit website: www.sdu.nhs.uk		N/A
5j_3.9s	**Specification**	The Supplier will report on sustainability development performance including carbon footprint reduction to the Purchasing Authority on request.		N/A
5j_3.10s	**Specification**	The Supplier is required to have a green transport and environmental policy in place.		N/A

5j_3.10.1 aq	**Adjudication Question**	Detail how, through the delivery of the framework agreement, you will reduce the amount of single use plastic used for both packaging and products that will be provided and or service Using a maximum of 1,000 words describe the commitment your organisation will make to ensure that opportunities under the framework deliver the outcome and Award Criteria. Please include: ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency	N/A	

5j_3.10.2 aq	**Adjudication Question**	Detail how, through the delivery of the contract, you plan to reduce the road miles required for the provision and running of the service in scope Using a maximum of 1,000 words describe the commitment your organisation will make to ensure that opportunities under the framework deliver the outcome and Award Criteria. Please include: ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency	N/A	

Document 5k	Cold Chain - Waste			Supplier Name
Paragraph	Specification Compliance or Adjudication	Specification Item	Do you comply with Specification? Paragraph by paragraph	Contractor's Answer (or file reference to separate document with answer / requested documentation)
		Specification Compliance Summary		
5k_c	**Compliance Yes/No**	Please advise that you can comply with all specification points in this section, that do not specifically have an adjudication question attached. If there are any points that you cannot comply with, please provide the point number in the answer section here, and the explanation of what you cannot comply with against the relevant point (i.e. populate the grey box currently populated with 'n/a' with your rationale)	**This Framework Has Been Redacted – Section 43 (commercial Interests)**	
		Specification Compliance Summary		

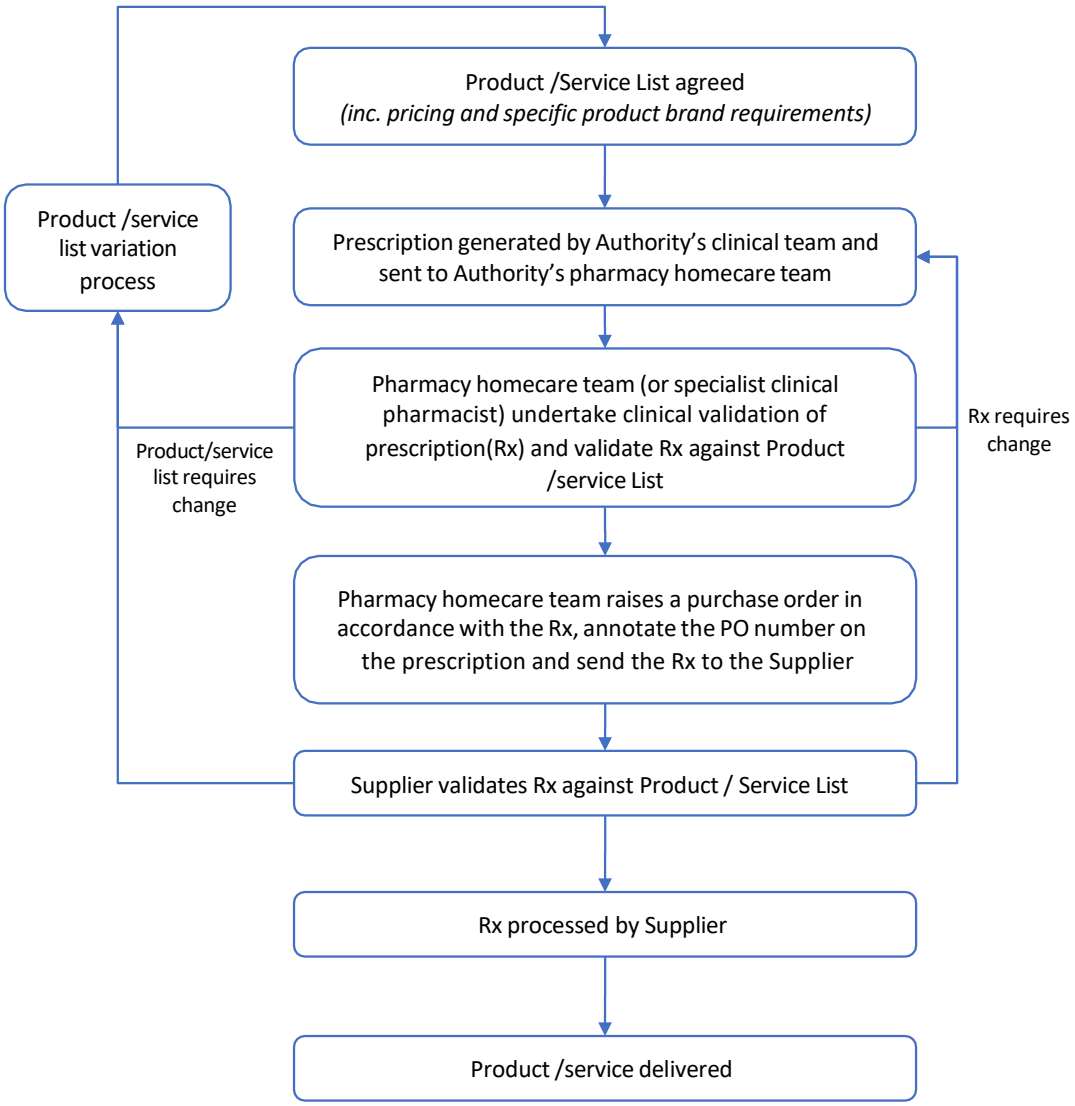
5k_1.1s	**Specification**	The Supplier is responsible for assessing the risks associated with the storage, handling, delivery and administration of medicines products in accordance with their SmPC or Specials manufacturer's instructions. Equipment and/or ancillaries identified as necessary to manage risks are specified in the Equipment and Ancillaries tab along with any restrictions to be applied when supplying equipment to an individual patient. Risk control measures to be implemented for specified categories of products are in the sections below. - cold chain - healthcare waste		N/A
		Cold chain Medicines requiring storage between 2-8ºC		
5k_2.1s	**Specification**	The Supplier operates a validated cold chain from receipt of deliveries or manufacture through to delivery to the patient.		N/A

5k_2.2c	**Compliance Yes/No**	A refrigerator is supplied to each patient to store parenteral nutrition or compounded fluids between 2°C and 8°C. The fridge will meet the following minimum specification: • constructed of impervious, cleanable materials both internally and externally; • single cooler panel without a freezer box; • maintains the temperature between 2ºC and 8ºC; • automatic defrost; • grille-type shelving; • integral air circulating fan; • permanent external display of current fridge temperature; • capacity minimum 100 litres; • audible or visible alarm when temperature is out of range; • child resistant closure and/or lockable with removable key - maximum operating noise <50 decibels **Please indicate Yes / No as to if you comply. Please note that the inability to comply may result in a bid being unsuccessful.**		
5k_2.3s	**Specification**	A dedicated domestic fridge is supplied where patients decline to have a fridge meeting the above specification. In these cases - the purchasing authority must be informed - a calibrated fridge thermometer must be provided, along with instructions for use.		N/A
5k_2.3aq	**Adjudication Question**	**Provide the specification(s) for the fridges that will be supplied under this framework**	N/A	

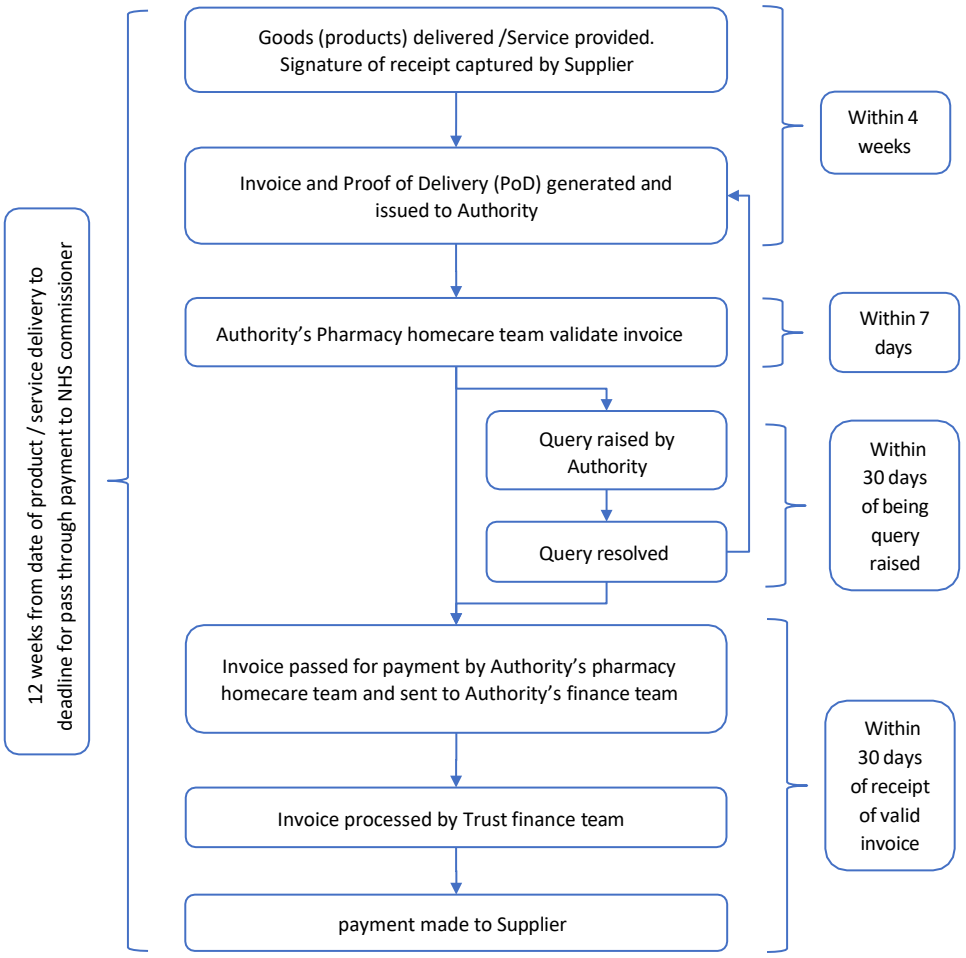
5k_2.4.1s	**Specification**	Where a temperature deviation occurs a decision about suitability of the affected product for use will be made and documented by the Supplier. Where a temperature deviation results in product being wasted and/or any interruption of treatment the Purchasing Authority will be notified without delay.		N/A
5k_2.4.2s	**Specification**	The Supplier will be responsible for training the patient or carer to undertake daily monitoring of the temperature of the refrigerator, knowledge of the minimum and maximum temperatures, and the action to take if found out of range.		N/A
5k_2.4aq	**Adjudication Question**	**Provide a description of your arrangements for temperature monitoring and managing temperature deviations in transport and in patients' homes with regard to specification points (5k_2.4.1s & 5k_2.4.2s)**	N/A	
5k_2.5s	**Specification**	Patients will be responsible for keeping refrigerators socially clean.		N/A
5k_2.6s	**Specification**	Maintenance, PAT testing and calibration of all refrigeration and temperature monitoring equipment will be the responsibility of the Supplier (refer to Equipment and Ancillaries section)		N/A
5k_2.7s	**Specification**	Repairs and or replacement of faulty fridges MUST be carried out within 6 working hours of the fault being reported at no charge to the Purchasing Authority. Records of equipment failure, the actions taken and time period for resolution MUST be kept by the Supplier and supplied to the Purchasing Authority on a yearly basis or more frequently on request.		N/A

		Healthcare Waste		
5k_3.1s	**Specification**	The Supplier should ensure that all appropriate waste regulations are followed by the patient, nursing and the drivers. Any equipment required by the patients to follow this must be provided by the Supplier.		N/A
5k_3.2s	**Specification**	All waste must be collected at the same time as medication delivery and transported in a separate area of the delivery van.		N/A

Homecare Medicines Service: Order Process



Homecare Medicines Service: Invoice Process



Notes:

(1) For the avoidance of doubt, the 7 day period during which a Participating Authority's pharmacy Homecare team validates invoices is included with the 30 days for payment of a valid invoice from its receipt.

(2) Subject to point (3) below, if an invoice is queried or disputed, the 30 day period for payment of a valid invoice from its receipt shall be suspended pending resolution of such query or dispute.

(3) If an invoice query or invoice dispute is resolved and/or determined with the effect that the Supplier is required to submit a corrected invoice, the corrected invoice shall be treated as a new invoice and the 30 day period for payment of a valid invoice from its receipt shall restart from the point the Participating Authority receives the corrected invoice.

(4) Invoice disputes shall resolve in accordance with the following process:

Process for dealing with invoice disputes:

Any invoice queries raised in accordance with the above process and not resolved within thirty (30) days of such query being raised shall be deemed an invoice dispute (and a "Dispute" for the purposes of the relevant Contract) and shall be referred by the Participating Authority contracting party for resolution / determination under the Dispute Resolution Process for the Contract. For the avoidance of doubt, the Participating Authority party to the Contract shall not be in breach of its payment obligations in respect of any invoice that is the subject of an invoice dispute unless such Dispute Resolution Process has been followed in respect of such invoice dispute and it has been resolved / determined that the disputed invoice amount is properly due to the Supplier party under such Contract and the Participating Authority party under such Contract has then failed to pay such sum within a reasonable period following such resolution / determination.

Schedule 6

Commercial Schedule

National framework agreement for the supply of the home parenteral nutrition & intravenous fluid support for patients with severe intestinal failure. **Offer reference number: CM/MSR/17/5554** **Period of contract: 1st April 2024 to 31st March 2026 with an option to extend for up to a further 24 months**				
Commercial Schedule **Schedule _** **Document No.6**	**This spreadsheet should incorporate ALL costs in column C ONLY** **No additional fees or charges, additional information or any change in format will be accepted.** **Additional attachments relating to pricing will not be accepted as part of your offer and will not form part of the framework agreement.**			
Supplier Name	**Supplier Name**			
Please confirm if you are tendering for:	**Products & Delivery**			
	AND / OR Nursing Services			
	Please note: A numerical price must be entered for each line. There should be no blank fields. **Please write 'No offer' if there are any lines where prices are not being submitted for, so that they do not accidentally read as £0.00.**			
Product group	**Service**	**Offer Price**	**Frequency of Charge**	**Note**
Parenteral Nutrition Products	**Installation & Removal fee** This will include initial delivery and removal of all equipment, ancillaries and PN / fluids. It will include the following: Delivery Installation and / or Removal of equipment (to include two persons for manual handling where there is a refrigerator) Fridge plug label 'do not remove' Cost of items that cannot be reused (e.g. rucksack) Pre-discharge nursing visit Cost of removal of any product, ancillaries etc. regardless of when the patient stops therapy.		as supplied (set up)	**It does not include the following:** Cost of hardware that can be reused such as pump, fridge, drip stand etc. Cost of installation nursing visit - this will be charged separately as a Nurse Visit, per hour (see below)

	Band A - PN or IV fluids with ≥ 8 ingredients This price should include the following: Price of compounded bag One giving set from pump list A & B Ancillaries as per ancillary appendix O		per bag	
	Band B - Lipid only bag This price should include the following: Price of compounded bag One giving set from pump list A & B Ancillaries as per ancillary appendix O		per bag	
	Band C - PN or IV fluids with ≤ 7 ingredients This price should include the following: Price of compounded bag One giving set from pump list A & B Ancillaries as per ancillary appendix O		per bag	
	Band E - Multi-chamber bag (MCB) This is an MCB bag with no additions - for short term use. This price should reflect any MCB from any manufacturer. This price should include the following: Price of MCB One giving set from pump list A & B Ancillaries as per ancillary appendix O		per bag	
	Band F - On hold charge This is the charge to be used when a patient is not currently having PN or IV fluids, but they still have the equipment in their house. This should also include the ancillaries required for weekly catheter care.		per feeding day	

	Band G - Extra refrigerator or pump		per calendar day	**For extra refrigerators** - If the patient has a genuine need for a second home e.g. students, child living between two parents. This is not to be used for a holiday home. **For extra pump** - this should only be if there is a clinical need, or the patient is going on holiday abroad. If for holidays, this pump must be collected once the holiday is completed. For most patients, provision of a new pump within 6 hours should mean this charge is not required frequently.
	Band H Pump from list B (per calendar day) and administration set (per bag)		Pump - per feeding day. Administration set per bag	For patients on a more expensive pump (found in list B) this will be an additional

				daily charge for the pump and the administration set. This should be applied.
	Band I Multi-chamber bag (MCB) with the addition of vitamins and minerals This price should include the following - Price of MCB Price of vitamins and mineral preparations One giving set from pump list A or B Ancillaries as per ancillary appendix O			This price should reflect any MCB from any manufacturer and any vitamin and mineral preparations.
Home delivery Deliveries may be scheduled weekly, fortnightly or as required by the Purchasing Authority	**STANDARD DELIVERY** Mon-Fri 07:00-19:00 &Sat 8:00-12:00 noonAll the delivery prices (excluding emergency couriers) should include the delivery, unpacking, stock rotation and removal of waste. This will also apply for "Travel delivery".		Per delivery	Additional deliveries (e.g. at patient request) require authorisation from the Purchasing Authority
	Early / late delivery Mon - Sun before 7am or after 7pm		Per delivery	This could be used where delivering to ports / airports during unsocial hours
	Special Delivery Saturday noon until 6pm		Per delivery	
	Sunday delivery 8am-4pm		Per delivery	
	Emergency delivery charge only to be charged where there is a Purchasing Authority error		Per delivery	Any emergency deliveries due to contractor failure will be free-of-charge

	Additional Cost of Cold Chain Packaging for Care Away from Home (if any)		Per delivery	Provision of packaging for care away from home, to ensure cold chain integrity, where appropriate, for compounded products.
Nursing Services	**Nursing services per hour** rate (excl VAT) - direct patient contact time		Per Hour	This should be for the nursing time where the nurse is giving direct patient care to the patient. See [General] tab in Document 5 Specification re "Training and Education of Patients and Carers" for more information of what is included in a nursing visit per hour.
Medication **Please quote pricing (excl VAT) for the following associated medicines for HPN**				
Medicine	**Package to include per dose**	**Price Excl VAT**	**Cost within band price**	**Note**
Flushes	**Sodium Chloride 0.9% prefilled syringes (PFS) XS or SP**	**N/A**	Yes	

	Sodium Chloride 0.9% ampoule 1 x 10ml Luer lock syringe 1 x filter straw for each sodium chloride 0.9% ampoule	**N/A**	Yes	
	Heparinised Sodium Chloride 0.9% PFS (Heparin 10units/mL) 1 x heparinised Sodium Chloride 0.9% PFS		No	
	Heparinised Sodium Chloride 0.9% ampoules (Heparin 10units/mL) 1 x 10mL Luer lock syringe 1 x filter straw for each heparinised Sodium Chloride 0.9% ampoule		No	
	Alcohol 70% PFS 1 x Alcohol 70% PFS		No	
	Alcohol 70% Injection 1 x 10mL alcohol 70% ampoule 1 -2 x Luer lock 10mL syringe 1 x filter straw 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Taurolidine with citrate PFS 1 x Taurolock PFS		No	
	Taurolidine with citrate ampoule 1 x Taurolidine ampoule 1 -2 x Luer lock 10mL syringe 1 x filter straw 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Taurolidine PFS 1 x Taurolidine PFS		No	

	Taurolidine amp 1 x Taurolidine ampoule 1 -2 x Luer lock 10mL syringe 1 x filter straw 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
Terminally sterilised fluids	**Sodium Chloride 0.9% 500mL or 1000mL bag**1 x Sodium Chloride bag1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% 2000mL bag 1 x Sodium Chloride bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 5% 500mL or 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 10% 500mL or 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 20% 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 5% & Sodium Chloride 0.9% 500mL or 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	

	Glucose 5% & Sodium Chloride 0.45% 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 10% & Sodium Chloride 0.45% 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Hartmanns solution 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Maintelyte 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Plasmalyte & Glucose 5% 500mL & 1000mL 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Plasmalyte 500mL & 1000mL 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% with 4mmol magnesium chloride 100mL, 500mL or 1000mL 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	

	Sodium Chloride 0.9% with 8 mmol magnesium chloride 1000mL 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% with 10 mmol magnesium chloride 500mL 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% with 20mmol Magnesium Chloride 1000mL 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 10% & Sodium Chloride 0.45% with 5mmol Potassium 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 2.5% & Sodium Chloride 0.45% with 10mmol potassium 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 5% & Sodium Chloride 0.45% with 10mmol potassium 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	

	Glucose 5% & Sodium Chloride 0.9% with 10mmol potassium 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 10% & Sodium Chloride 0.45% with 10mmol potassium 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% with 20mmol potassium 500mL or 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 5% with 20mmol potassium 500mL or 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 10% with 20mmol potassium 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 4% & Sodium Chloride 0.18% with 20 mmol potassium 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 5% & Sodium Chloride 0.45% with 20 mmol potassium in 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride		No	

	0.9% flushes (PFS or ampoules)			
	Glucose 5% & Sodium Chloride 0.9% with 20 mmol potassium 500mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 5% with 40mmol Potassium 500mL or 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% with 40mmol potassium 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.18% and Glucose 4% with 40mmol Potassium 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 5% & Sodium Chloride 0.45% with 40 mmol potassium in 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	

	Sodium Chloride 0.45% with 40mmol potassium 2000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% with 60mmol potassium 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% with 20mmol Potassium and 10mmol Magnesium 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9% with 40mmol Potassium and 20mmol Magnesium 3000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 5% with 40mmol potassium 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Glucose 4% & Sodium Chloride 0.18% bag 500mL or 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	

	Glucose 4% & Sodium Chloride 0.18% with 20 mmol potassium in 1000mL 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.45% and Glucose 2.5% with 20mmol Potassium, 10mmol Magnesium and 0.6mmol Calcium 1000mL bag 1 x fluid bag 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium bicarbonate 1.26% polyfusor 500mL (Only to be used in adults as part of a regular parenteral support regimen) 1 x polyfusor 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Phosphates polyfusor 500mL (Only to be used in adults as part of a regular parenteral support regimen) 1 x polyfusor 1 x giving set 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
Medicines	**Pantoprazole 40mg Injection**1 x pantoprazole 40mg vial 1 x 10mL ampoule Sodium Chloride 0.9% 1 x 10mL Luer lock syringe 1 x green needle or safety needle for nursed patients 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	IV pantoprazole is a 2nd line treatment if oral treatment has failed.

	Esomeprazole 40mg for Injection 1 x esomeprazole 40mg vial for injection 1 x 10mL ampoule Sodium Chloride 0.9% 1 x 10mL Luer lock syringe 1 x green needle or safety needle for nursed patients 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Ondansetron Injection 1 x ondansetron ampoule 1 x 10mL Luer lock syringe 1 x filter straw 1-2 x Sodium Chloride 0.9% flushes (PFS or ampoules)		No	
	Sodium Chloride 0.9%25ml Sachets (Normasol)	N/A	Yes	
	Cyclizine 50mg injection 1 x cyclizine 50mg ampoule 1 - 3 x 10ml Water for injection 1 x 30ml Luer lock syringe 1 x filter straw 1 - 2Sodium Chloride 0.9% flushes (PFS or ampoules)		No	BIFA guidance to be followed
	Magnesium Sulphate 50% ampoules 1 x magnesium sulphate 50% ampoule 1 x 10mL Luer lock syringe 1 x filter straw 1 x green safety needle		No	

Vitamins and Trace Elements	**1** 2 x pairs sterile gloves 1 x pairs non-sterile gloves 1 x sterile dressing pack 4 x 10mL Luer-Lock syringes 5x Luer-Lock green safety needles 1 x Filter straw for drawing up Vitlipid N Adult 1 x sterile pump appropriate giving set 1 x y-site with non-return valve or 2 lumen 'Octopus' (Optional) 1 x sharps bin 1 x vial Solivito 1 x ampoule Vitlipid N Adult 1 x ampoule Addaven 2 x 10mL PFS 0.9% sodium chloride 1 x 100mL infusion bag 0.9% sodium chloride			
	2 1 x Dressing pack or 2 x sterile towels 2 x Sterile gloves 1 x 10mL Luer Lock syringe 1 x Filter straw 1 x Green safety needle 1 x Sterile pump appropriate giving set 1 x vial of Nutratain 1 x 10mL ampoule 0.9% sodium chloride for injection 1 x 250mL 0.9% sodium chloride			
	3 2 x pairs sterile gloves 1 x pairs non-sterile gloves 1 x sterile dressing pack 4 x 10mL Luer-Lock syringes 5 x Luer-Lock green safety needles 1 x sterile pump appropriate giving set 1 x y-site with non-return valve or 2 lumen 'Octopus'(optional) 1 x sharps bin 1 x vial of Cernevit 1 x ampoule of Nutryelt 1 x 5mL Sterile water for			

	injection 1 x 100mL infusion bag of 0.9% sodium chloride 2 x 10mL ampoules of 0.9% sodium chloride			
	4A Forceval capsules x 30			
	4B Forceval soluble x 30			

Schedule

1. Award Criteria

(a) the call-off terms and conditions set out at Appendix A of this Framework Agreement;

(b) a completed Order Form;

(c) the applicable parts of the Specification and Tender Response Document set out at Schedule 5 of this Framework Agreement, as may be supplemented by information set out and/or referred to in the Order Form;

(d) the applicable parts of the Commercial Schedule set out at Schedule 6 of this Framework Agreement, as may be supplemented by information set out and/or referred to in the Order Form; and

(e) any relevant provisions applicable to the call-off contract as set out in the Framework Agreement.

(f) the Purchasing Authority ascertains the relevant methodology laid down in document 2a Award Criteria, local award tool and patient suitability.

Schedule 8

Participating Authorities

Please see document 10 of the Invitation to Offer pack

Appendix A

Call-Off Terms and Conditions for the Supply of Goods and the Provision of Services

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 and/or Services 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 and/or Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods and/or Services 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 11 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 and/or Services (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 and/or Services 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 17.2 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 and Tender Response Document;

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

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

7.1.5 the Specification and Tender Response Document (but only in respect of the requirements);

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 Goods

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:

8.3.1 terminate this Contract with immediate effect on giving written notice to the Supplier; and/or

8.3.2 the Authority shall be entitled to purchase other goods to make good such default and recover from the Supplier:

(i) 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;

(ii) a sum of £[250] to cover compounding and administration of medicines;

(iii) a sum of [£100] to cover the Authority's incidental costs and expenses and any staff time;]

(iv) 20% of the total Contract Price (excluding VAT) that would have been payable by the Authority to the Supplier for the Goods that were not delivered or not delivered within the Delivery Time; and

(v) any other Delivery Failure Credit as set out in the Order Form,

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 The Supplier acknowledges that payment of the amounts listed above is proportionate when considering the Authority's legitimate interest in ensuring that the Supplier performs its obligations under this Contract including the complete and prompt delivery of Goods.

8.6 The Framework Manager, on the behalf of the Authority, may enforce the rights and recover the sums available to the Authority under this Clause.

8.7 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 Application of TUPE at the commencement of the provision of Services

9.1 The Parties agree that at the commencement of the provision of Services by the Supplier, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.

9.2 If any person who is an employee of the Authority or a Third Party claims or it is determined that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:

9.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;

9.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;

9.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;

9.2.4 if after that period specified in Clause 9.2.2 of this Schedule 1 of these Call-off Terms and Conditions has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the requirements of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (January 2018).

10 Shelf Life

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

10.1.1 shall not, subject to Clause 10.1.2 of this Schedule 1 of these Call-Off Terms and Conditions, be less than twelve (12) months; or

10.1.2 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.

10.2 In the event that the Supplier supplies Goods with a Post Delivery Shelf Life of less than the relevant periods referred to at Clause 10.1 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 10.1 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 1.1, 1.1 and 1.1 of Schedule 2 of these Call-off Terms and Conditions shall apply to such Goods.

11 Net Zero and Social Value Commitments

Supplier carbon reduction plans and reporting

11.1 The Supplier shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap (see Greener NHS »Suppliers (england.nhs.uk) (https://www.england.nhs.uk/greenernhs/get-involved/suppliers/)), as may be updated from time to time.

11.2 A supplier assessment for benchmarking and reporting progress against the requirements detailed in the Net Zero Supplier Roadmap will be available in 2023 ("**Evergreen Supplier Assessment**"). The Supplier shall report its progress through published progress reports and continued carbon emissions reporting through the Evergreen Supplier Assessment once this becomes available and as may be updated from time to time.

11.3 The Supplier has appointed a relevant person (as designated in Schedule 1, Clause 8.3 of the Framework Agreement) ("**Supplier Net Zero Corporate Champion"**) who is responsible for overseeing the Supplier's compliance with Clauses 11.1 and 11.2 of this Schedule 1 of these Call-off Terms and Conditions. Without prejudice to the Authority's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 11.1 and 11.2 of this Schedule 1 of these Call-off Terms and Conditions, the Authority may escalate such failure to the Supplier Net Zero Corporate Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Net zero and social value in the delivery of the contract

11.4 The Supplier shall deliver its net zero and social value contract commitments in accordance with the requirements and timescales set out in the Specification and Tender Response Document forming part of this Contract ("**Net Zero and Social Value Contract Commitments**").

11.5 The Supplier shall report its progress on delivering its Net Zero and Social Value Contract Commitments through progress reports, as set out in the Specification and Tender Response Document forming part of this Contract.

11.6 The Supplier has appointed a relevant person (as designated in Schedule 1, Clause 8.6 of the Framework Agreement) ("**Supplier Net Zero and Social Value Contract Champion"**) who shall be responsible for overseeing the Supplier's compliance with Clauses 11.4 and 11.5 of this Schedule 1 of these Call-off Terms and Conditions. Without prejudice to the Authority's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 11.4 and 11.5 of this Schedule 1 of these Call-off Terms and Conditions, the Authority may escalate such failure to the Supplier Net Zero and Social Value Contract Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

12 Purchase Orders

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

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Schedule 2 of these Call-off Terms and Conditions

General Terms and Conditions

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37. General

1 Supply of Goods and the provision of Services

1.1 The Supplier shall supply the Goods ordered by the Authority and provide the Services order by the Authority, a s appropriate, to the Patients and/or 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 or performance;

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 any quality assurance standards as set out in the Specification and Tender Response Document;

1.1.7 in accordance with the Law and with Guidance;

1.1.8 in accordance with Good Industry Practice;

1.1.9 in accordance with the Policies; and

1.1.10 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 with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Specification and Tender Response Document. Without limitation to the foregoing provisions of this Clause 1.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall, if specified in the Order Form, carry out all implementation activities fully in accordance with the Implementation Plan. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the Authority. Once this is agreed, the Supplier shall comply with the full Implementation Plan.

1.3 Where the Supplier is providing services, the Supplier shall commence delivery of the Services on the Services Commencement Date.

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

1.5 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 provision of the Authority's requirements set out in the Specification and Tender Response Document and the Supplier's response to such requirements) and any applicable manufacturers' specifications.

1.6 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 and/or Services are in place prior to the delivery of any Goods to the Authority or at the Actual Services Commencement Date and are maintained throughout the Term.

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 or use of the Services 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 or the Services.

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 or the Services, 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 of the Goods

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 and Tender Response Document, the Order Form or as otherwise agreed with the Authority in writing.

2.2 Delivery shall be completed when the Goods and Services have been provided to a Patient in accordance with this Contract. Given that the Services involve providing Patients with hospital prescribed medicines and delays in receiving and/or administering such medicines could result directly in adverse health effects for such Patients, if the Supplier fails to meet any delivery dates or any home visit times in circumstances where it has not either: (i) made alternative delivery and/or home visit arrangements with that Patient; or (ii) urgently notified the Authority of any actual or anticipated failure to either deliver, make a home visit or make alternative delivery and/or home visit arrangements with that Patient (so that any risk of a Patient running out of the medicines or not taking the medicines can be managed by the Authority), this shall be deemed a critical failure by the Supplier (**"Critical Service Failure"**).

2.3 Unless otherwise set out in the Specification and Tender Response Document 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 2.3 of this Schedule 2 of these Call-off Terms and Conditions, unless otherwise stated in the Specification and Tender Response Document 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. In the case of any Goods supplied from outside the United Kingdom, the Supplier shall ensure that accurate information is provided to the Authority as to the country of origin of the Goods and 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.

2.4 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:-

2.4.1 such appointment shall not relieve the Supplier of its obligations under this Contract; and

2.4.2 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 in Goods

3.1 Risk in the Goods shall remain with the Supplier up to such point such Goods are delivered or administered to Patients in accordance with this Contract, except that the Supplier shall remain responsible for any loss or damage to the Goods following delivery to a Patient to the extent that such loss or damage is due to a negligent act or omission or breach of this Contract by the Supplier and/or its Staff.

3.2 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 of Goods

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 Where the Supplier and/or relevant manufacturer and/or the relevant distributor of Goods is required by Law, Guidance, and/or Good Industry Practice to order a product recall ("**Requirement to Recall**") in respect of the Goods, comply with all relevant provisions of the Specification and Tender Response Document relevant to a recall and in any event shall::

4.2.1 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;

4.2.2 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

4.2.3 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 Operation of the Services

5.1 The Services shall be provided at such Authority premises and at such locations within those premises, as may be set out in the Specification and Tender Response Document (to include, without limitation, at the homes of Patients or as otherwise agreed by the Parties in writing (**"Premises and Locations"**).

5.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Authority shall use its reasonable endeavours to procure that Patients to grant access to the Supplier and its Staff to such Premises and Locations to enable the Supplier to provide the Services.

5.3 Unless otherwise set out in the Specification and Tender Response Document or otherwise agreed by the Parties in writing, any equipment or other items provided by the Authority and/or for loan to a Patient in connection with the Services for use by the Supplier:

5.3.1 shall be provided at the Authority's sole discretion;

5.3.2 shall be inspected by the Supplier in order that the Supplier can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Supplier until it has satisfied itself of this;

5.3.3 must be returned to the Authority within any agreed timescales for such return or otherwise upon the request of the Authority; and

5.3.4 shall be used by the Supplier at the Supplier's risk and the Supplier shall upon written request by the Authority reimburse the Authority for any loss or damage relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).

For the avoidance of doubt, any equipment or other items provided by the Authority for loan to Patients shall be repaired or replaced by the Authority at its expense to the extent that the loss or damage relating to such equipment is not caused by the Supplier but by a Patient.

5.4 If the Services, or any part of them, are regulated by any regulatory body, the Supplier shall ensure that at the Actual Services Commencement Date it has in place all relevant registrations and shall maintain such registrations during the Term. The Supplier shall notify the Authority forthwith in writing of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services.

5.5 The Supplier shall notify the Authority forthwith in writing:

5.5.1 of any pending inspection of the Services, or any part of them, by a regulatory body immediately upon the Supplier becoming aware of such inspection; and

5.5.2 of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.

5.6 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.

5.7 Upon receipt of notice pursuant to Clause 5.5 of this Error! Reference source not found. of these Call-off Terms and Conditions or any report or communication pursuant to Clause 5.6 of this Error! Reference source not found. 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.

5.8 Where applicable, the Supplier shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Authority's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority to help the Authority deal with

any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing forthwith upon (a) becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or (b) the Supplier's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.

5.9 The Supplier shall, as reasonably required by the Authority, cooperate with any other service providers to the Authority and/or any other third parties as may be relevant in the provision of the Services.

5.10 To the extent relevant to the Services, the Supplier shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

5.11 Complaints received by the Supplier from or on behalf of Patients or other service users arising out of or in connection with the provision of the Services shall be managed and resolved in accordance with the relevant provisions of the Specification and Tender Response Document and in line with any relevant guidance or instructions notified in writing to the Supplier by the Authority from time to time.

5.12 Should the Authority be of the view, acting reasonably, that the Supplier is unable to provide the Goods and/or Services in compliance with this Contract, then, without prejudice to the Authority's rights and remedies under this Contract, the Authority shall be entitled to step-in (either itself or using a third party supplier) to provide the Goods and/or Services in order to ensure Patient safety.

5.13 The Supplier shall be relieved from its obligations under this Contract to provide the Services to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier's obligations.

6 Staff

6.1 Subject to the requirements of this Contract and any Law, the Supplier shall be entirely responsible for the employment and conditions of service of Staff. The Supplier shall ensure that such conditions of employment are consistent with its obligations under this Contract.

6.2 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 to supply the Goods and/or provide the Services during Staff holidays or absence.

6.3 The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Specification and Tender Response Document, the Order Form or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.

6.4 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.

6.5 The Supplier shall:

6.5.1 employ only such persons as are careful, skilled and experienced in the duties required of them;

6.5.2 ensure that every such person is properly and sufficiently trained and instructed;

6.5.3 ensure all Staff have the qualifications to carry out their duties and are covered by the Supplier's insurance arrangements;

6.5.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) and in respect of the Staff has the qualifications to carry out their duties;

6.5.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health and Social Care or any relevant regulatory body or any industry body in relation to such Staff; and

6.5.6 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.

6.6 The Supplier shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority's staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Authority.

6.7 The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:

6.7.1 are questioned concerning their Convictions; and

6.7.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.

6.8 The Supplier shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.

6.9 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:

6.9.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 6.7.1 of this Error! Reference source not found. of these Call-off Terms and Conditions;

6.9.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause 6.7.2 of this Error! Reference source not found. of these Call-off Terms and Conditions; or

6.9.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 6.7.2 of this

Error! Reference source not found. of these Call-off Terms and Conditions.

6.10 In addition to the requirements of Clause 6.5.4 to Clause 6.9 of this Error! Reference source not found. of these Call-off Terms and Conditions, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:

6.10.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;

6.10.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and

6.10.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.

6.11 The Supplier shall ensure that the Authority is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person. The Supplier shall only be entitled to continue to engage or employ such member of Staff with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall remove such member of Staff from the provision of the Services forthwith.

6.12 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause 6.5.4 to Clause 6.11 of this Error! Reference source not found. of these Call-off Terms and Conditions have been met.

6.13 The Authority may at any time request that the Supplier remove and replace any member of Staff from the provision of the Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Supplier the Authority's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding patient or service user safety.

6.14 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

7 Business continuity

7.1 The Supplier shall also ensure that its Business Continuity Plan complies on an ongoing basis with any specific business continuity requirements, as may be set out in the Specification and Tender Response Document.

7.2 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:

7.2.1 the criticality of this Contract to the Authority;

7.2.2 the impact of and any disruption caused by EU Exit;

7.2.3 any reasonably foreseeable risks; and

7.2.4 the size and scope of the Supplier's business operations,

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

7.3 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 7.2 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.

7.4 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.

7.5 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.

7.6 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to supply the Goods and provide the Services in accordance with this Contract.

8 The Authority's obligations

8.1 Subject to the Supplier supplying the Goods and providing the Services in accordance with this Contract, the Authority will pay the Supplier for the Goods and/or Services in accordance with Clause 11 of this Schedule 2 of these Call-off Terms and Conditions.

8.2 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 and the provision of the Services.

8.3 The Authority shall comply with the Authority's Obligations.

8.4 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.

9 Contract management

9.1 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.

9.2 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 and Tender Response Document. Should the Specification and Tender Response Document 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.

9.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification and Tender Response Document) the Supplier shall provide a written contract management report to the Authority regarding the supply of the Goods , the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

9.3.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;

9.3.2 details of any complaints by the Authority in relation to the supply of Goods or provision of the Services any complaints from or on the behalf of Patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;

9.3.3 the information specified in the Specification and Tender Response Document;

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

9.3.5 such other information as reasonably required by the Authority.

9.4 Unless specified otherwise in the Specification and Tender Response Document, 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 26.1 of this Schedule 2 of these Call-off Terms and Conditions.

9.5 The Supplier shall provide such management information and notifications as set out in the Specification and Tender Response Document in accordance with any specified timescales set out in such Specification and Tender Response Document and such further management information and notifications 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, and monitoring and or planning healthcare); 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 and Services purchased, any payments made under this Contract and any other information relevant to the operation of this Contract.

9.6 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:

9.6.1 storing and analysing the management information and producing statistics; and

9.6.2 sharing the management information, or any statistics produced using the management information with any other Contracting Authority.

9.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 9.6 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).

9.8 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.

10 Price and payment

10.1 The Contract Price shall be calculated in accordance with the provisions of the Framework Agreement, as confirmed in the Order Form.

10.2 Unless otherwise stated in the Framework Agreement and/or the Order Form, the Contract Price:

10.2.1 shall remain fixed during the Term; and

10.2.2 in respect of the Goods 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, the costs of any import or export licences, all appropriate tax (excluding VAT) and duty (including any import and/or export tariff, tax and/or duty), administration. 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 12 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; and

10.2.3 in respect of the Services:

(i) shall be payable from the Actual Services Commencement Date; and

(ii) is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expenses arising from import and export administration.

10.3 Unless stated otherwise in the Framework Agreement and/or the Order Form:

10.3.1 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 or the Services provided in compliance with this Contract in the preceding calendar month; or

10.3.2 where Clause 10.3.1 of this Schedule 2 of these Call-off Terms and Conditions does not apply, the Supplier shall invoice the Authority for Goods or Services at any time following completion of the supply of the Goods or the provision of the Service in compliance with this Contract.

The invoice requirements and payment profile shall be as set out in the Specification and Tender Response Document. Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time. Each invoice may be submitted electronically by the Supplier if it complies with the standard on electronic invoicing as set out in the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/2870.The standard procedures relating to the submission, verification, agreement and correction of invoices (and the associated timescales) is set out at Annex B (Homecare Medicines Service: Invoicing Process) of the Specification and Tender Response Document.

10.4 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.

10.5 Where the Contract Price is or may become subject to any pricing requirements of any voluntary and/or statutory pricing regulation schemes, the Parties shall comply with such pricing 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.

10.6 All invoicing queries and Disputes shall be dealt with in accordance with the relevant process for dealing with such queries as set out at Annex B (Homecare Medicines Service: Invoicing Process) Specification and Tender Response Document. 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 for dealing with such queries and Disputes as set out at Annex B (Homecare Medicines Service: Invoicing Process) of the Specification and Tender Response Document has been followed and it has been resolved or 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.

10.7 The Supplier shall pay to the Authority any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Contract Price) that may become due in accordance with the provisions of the Specification and Tender Response Document and/or the Order Form. For the avoidance of doubt, the Authority may invoice the Supplier for such sums or deductions at any time in the event that they have not automatically been credited to the Authority in accordance with the provisions of the Specification and Tender Response Document and/or Order Form. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.

10.8 The Authority reserves the right to set-off:

10.8.1 any monies due to the Supplier from the Authority against any monies due to the Authority from the Supplier under this Contract; and

10.8.2 any monies due to Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.

10.9 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Contract, the Authority may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.

10.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

11 Warranties

11.1 The Supplier warrants and undertakes that:

11.1.1 it shall comply with the Framework Agreement;

11.1.2 the Goods shall be suitable for the purposes and/or treatments as referred to in the Specification and Tender Response Document, be of satisfactory quality, fit for their intended purpose and shall comply with the standards and requirements set out in this Contract;

11.1.3 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification and Tender Response Document), it will ensure that the Goods and any products purchased by the Supplier partially or wholly for the purpose of providing the services 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;

11.1.4 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;

11.1.5 without prejudice to the generality of the warranty at 11.1.4 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 warehousing practice and/or manufacturing practice and/or good distribution practice, as may be defined under any Law and/or Guidance and/or Good Industry Practice relevant to the Goods, and in accordance with any specific instructions of the manufacturer of the Goods;

11.1.6 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;

11.1.7 it has, or the manufacturer of the Goods has, manufacturing and warehousing capacity sufficient to comply with its obligations under this Contract;

11.1.8 it will ensure sufficient stock levels to comply with its obligations under this Contract;

11.1.9 it shall ensure that the transport and delivery of the Goods mean that they are delivered in good and useable condition;

11.1.10 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;

11.1.11 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;

11.1.12 all Goods delivered to the Authority shall comply with any shelf life requirements set out in the Specification and Tender Response Document;

11.1.13 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;

11.1.14 it shall not make any significant changes to its system of quality controls and processes in relation to the Goods or Services 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);

11.1.15 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;

11.1.16 any equipment it uses in the manufacture, delivery, or installation of the Goods shall comply with all relevant Law, Guidance and Good Industry Practice, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification;

11.1.17 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to supply the Goods;

11.1.18 it has, and shall ensure its Staff shall have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;;;it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;

11.1.19 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, Guidance and Good Industry Practice, the Supplier shall comply fully with such notification and/or approval requirements;

11.1.20 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to supply the Goods;

11.1.21 receipt of the Goods and/or Services by or on behalf of the Authority and use of the Goods and/or Services or deliverables 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;

11.1.22 it will comply with all Law, Guidance, Good Industry Practice, Policies and the Supplier Code of Conduct in so far as is relevant to the supply of the Goods and the provision of the Services;

11.1.23 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff;

11.1.24 unless otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;

11.1.25 without limitation to the generality of Clause 11.1.22 of this Schedule 2 of these Call-off Terms and Conditions, it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Industry Practice, the requirements of the Specification and Tender Response Document and any notices or instructions given to the Supplier by the Authority and/or any competent body, as relevant to the supply of the Goods, the provision of the Services and the Supplier's access to the Premises and Locations in accordance with this Contract;

11.1.26 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/or the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;

11.1.27 any equipment it uses in the provision of the Services shall comply with all relevant Law, Guidance and Good Industry Practice, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification and shall remain the Supplier's risk and responsibility at all times;

11.1.28 it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems;

11.1.29 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

11.1.30 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 11.1.30 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy;

11.1.31 it shall comply with its Net Zero and Social Value Commitments and shall provide to the Authority information that the Authority may request as evidence of the Supplier's compliance with this Clause 11.1.31;

11.1.32 it will fully and promptly respond to all requests for information and/or request for answers to questions regarding this Contract, the Goods, the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format that the Authority may from time to time reasonably require;

11.1.33 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 and Tender Response Document, the Terms of Offer and/or Order Form) and all accompanying materials is accurate;

11.1.34 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;

11.1.35 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;

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

11.1.37 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;

11.1.38 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;

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

11.1.40 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

11.1.41 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.

11.2 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, Guidance and with Good Industry Practice relating to such activities in relation to such medical devices and/or medicinal products. In particular, but without limitation, the Supplier warrants that:

11.2.1 at the point such Goods are supplied to the Authority, all such Goods which are medical devices shall have valid CE marking or UKCA 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 11.2 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 or UKCA Marking, and evidence of any other authorisations, registrations, approvals or documentation required;

11.2.2 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, Guidance and Good Industry Practice 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 11.2 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

11.2.3 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, UKCA marking 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.

11.3 If the Supplier is in breach of Clause 11.2 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 14.2 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.

11.4 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.

11.5 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document 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 Tender Response Document and Terms of Offer.

11.6 Without prejudice to the generality of Clause 11.5 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier acknowledges that a failure by the Supplier to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or failing to make relevant payments to the Authority. Accordingly, the Supplier warrants that it shall submit accurate invoices and other information on time to the Authority.

11.7 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.

11.8 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:

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

11.8.2 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 11 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.

12 Intellectual property

12.1 Unless specified otherwise in the Specification and Tender Response Document, the Supplier hereby grants to the Authority and/or shall procure that any relevant third party owner of such Intellectual Property Rights grants direct to, for the life of the use of Goods by the Authority, an irrevocable, royalty-free, non-exclusive licence (with the right to sub-license to any supplier or other third party contracted by, engaged by and/or collaborating with the Authority) 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.

12.2 The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.

12.3 Unless specified otherwise in the Specification and Tender Response Document or elsewhere in this Contract, the Supplier hereby grants to the

Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence (with the right to sub-license to any supplier or other third party contracted by, engaged by and/or collaborating with the Authority) to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in any Key Provisions and/or the Specification and Tender Response Document and/or elsewhere in this Contract, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

13 Indemnity

13.1 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:

13.1.1 any injury or allegation of injury to any person, including injury resulting in death;

13.1.2 any loss of or damage to property (whether real or personal);

13.1.3 any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date; and/or

13.1.4 any breach of Clause 11.1.21 and/or Clause 12 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.

13.2 Liability under Clauses 13.1.1 and 13.1.4 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 4.2.3, 11.3 and 13.1.2 of this Schedule 2 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 15 of this Schedule 2 of these Call-off Terms and Conditions.

13.3 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:

13.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or

13.3.2 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).

14 Limitation of liability

14.1 Nothing in this Contract shall exclude or restrict the liability of either Party:

14.1.1 for death or personal injury resulting from its negligence;

14.1.2 for fraud or fraudulent misrepresentation;

14.1.3 payments due under Clause 8 of Schedule 1 of these Call-off Terms and Conditions; or

14.1.4 in any other circumstances where liability may not be limited or excluded under any applicable law.

14.2 Subject to Clauses 13.2, 14.1, 14.3 and 14.5 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 and Services.

14.3 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:

14.3.1 extra costs incurred purchasing replacement or alternative goods and/or services;

14.3.2 costs incurred in relation to any product recall;

14.3.3 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;

14.3.4 the costs of extra management time; and/or

14.3.5 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.

14.4 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.

14.5 If the total Contract Price paid or payable by the Authority to the Supplier over the Term:

14.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 14.2 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with one million pounds (£1,000,000);

14.5.2 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 14.2 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with three million pounds (£3,000,000);

14.5.3 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 14.2 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 14.2 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

14.5.4 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 14.2 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 14.2 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%).

14.6 Clause 14 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.

15 Insurance

15.1 Subject to Clauses 15.2 and 15.3 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, product liability and professional indemnity 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.

15.2 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.

15.3 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 15.1 and 15.2 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.

15.4 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.

15.5 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.

15.6 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 15 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.

15.7 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.

16 Term and termination

16.1 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.

16.2 The Authority shall:

16.2.1 subject to Clause 16.2.2 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

16.2.2 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.

16.3 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 10.8 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 a Breach Notice and shall 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 (ii) 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:

16.3.1 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;

16.3.2 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

16.3.3 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 (ii) 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.

16.4 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other :

16.4.1 Party commits a material breach of any of the terms of this Contract which is:

(i) not capable of remedy; or

(ii) in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal; or

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

16.5 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier:

16.5.1 if the Supplier does not commence supply of the Goods and/or delivery of the Services by any Long Stop Date;

16.5.2 if a Critical Service Failure occurs;

16.5.3 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;

16.5.4 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;

16.5.5 if the Supplier purports to assign, subcontract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 32.1 of this Schedule 2 of these Call-off Terms and Conditions;

16.5.6 pursuant to and in accordance with any termination rights set out in any Key Provisions and Clauses 1.5, 16.6, 29.8, 31.2, 31.4, 30.2 and 36.2 of this Schedule 2 of these Call-off Terms and Conditions;

16.5.7 if the warranty given by the Supplier pursuant to Clause 11.8 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 11.8 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 11.8 of this Schedule 2 of these Call-off Terms and Conditions that in the reasonable opinion of the Authority are acceptable;

16.5.8 pursuant to and in accordance with any termination rights set out in the Data Protection Protocol, as applicable to this Contract; or

16.5.9 at any time at its convenience by giving at least three (3) months written notice.

16.6 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:

16.6.1 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;

16.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 16.6 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

16.6.3 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 1 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 16.4.1(i) 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 16.6 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.

16.7 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier where:

16.7.1 the Contract has been substantially amended to the extent that the Regulations require a new procurement procedure;

16.7.2 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; or

16.7.3 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.

16.8 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 16.5.1 to Clause 16.5.5 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed mutual termination rights and the Supplier may terminate this Contract by issuing a Termination Notice 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.

16.9 Within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause 16.9 of this Schedule 2 of these Call-off Terms and Conditions (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

17 Consequences of expiry or earlier termination of this Contract

17.1 Subject to the provision set out in Clause 16.5 of this Schedule 2 of these Call-off Terms and Conditions, upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for:

17.1.1 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; and

17.1.2 the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.

17.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:

17.2.1 the Supplier shall comply with its obligations under any agreed exit plan;

17.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that: (a) the content does not relate solely to this Contract; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and

17.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

17.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 17.2 of this Schedule 2 of these Call-off Terms and Conditions for the period set out in Clause 30.1 of this Schedule 2 of these Call-off Terms and Conditions.

17.4 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. Any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

17.5 If the Authority terminates the Contract in accordance with Clause 16.5.1 of this Schedule 2 of these Call-off Terms and Conditions, the Authority shall be entitled to a refund of any sums paid under this Contract provided the Authority informs the Supplier in writing of its intention to claim such refund no later than thirty (30) days of the effective date of such termination. Should the Authority seek a refund in respect of Goods already delivered, the Authority shall return such Goods to the Supplier at the Supplier's written request and at the Supplier's cost and expense.

17.6 Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with any Order Form shall automatically terminate.

17.7 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.

17.8 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.

17.9 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.

18 Staff information and the application of TUPE at the end of the Contract

18.1 Upon the day which is no greater than nine (9) months before the expiry of this Contract or as soon as the Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by Law, supply to the Authority and keep updated all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.

18.2 No later than twenty eight (28) days prior to the Subsequent Transfer Date, the Supplier shall or shall procure that any Sub-contractor shall provide a final list to the Successor and/or the Authority, as appropriate, containing the names of all the Subsequent Transferring Employees whom the Supplier or Sub-contractor expects will transfer to the Successor or the Authority and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.

18.3 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 18.1 and 18.2 of this Schedule 2. of these Call-off Terms and Conditions, the Authority may with hold payment under Clause 10. of this Schedule 2**.** of these Call-off Terms and Conditions.

18.4 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 that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 18.1 and 18.2 of this Schedule 2. of these Call-off Terms and Conditions.

18.5 Subject to Clauses 18.6 and 18.7 of this Schedule 2. of these Call-off Terms and Conditions, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:

18.5.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;

18.5.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;

18.5.3 replace any of the Supplier Personnel or increase the total number of employees providing the Services;

18.5.4 deploy any person other than the Supplier Personnel to perform the Services;

18.5.5 terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;

18.5.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or

18.5.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.

18.6 Clause 18.5 of this Schedule 2 of these Call-off Terms and Conditions shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.

18.7 Where the obligations on the Supplier under Clause 18 of this Schedule 2 of these Call-off Terms and Conditions are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.

18.8 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the Authority to disclose information about the Supplier Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.

18.9 The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession to the Supplier or Sub-contractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 18.11 to Clause 18.14 of this Schedule 2 of these Call-off Terms and Conditions and (where relevant) the requirements of Clause **Error! Reference source not found.** of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (December 2016) shall apply.

18.10 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Supplier Personnel shall remain with the Supplier or Sub-contractor as appropriate. The Supplier will, and shall procure that any Sub-contractor shall, indemnify and keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.

18.11 In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.

18.12 The Supplier will and shall procure that any Sub-contractor will on or before any Subsequent Transfer Date:

18.12.1 pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date;

18.12.2 account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date;

18.12.3 pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date;

18.12.4 pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and

18.12.5 subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE and income tax. The Supplier shall for itself and any Sub-contractor warrant that such records are accurate and up to date.

18.13 The Supplier will and shall procure that any Sub-contractor will indemnify and keep indemnified the Authority and/or a Successor in relation to any Employment Liabilities arising out of or in connection with any claim arising from:

18.13.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 18.2 of this Schedule 2 of these Call-off Terms and Conditions;

18.13.2 any act or omission by the Supplier or Sub-contractor in respect of the Subsequent Transferring Employees occurring on or before the Subsequent Transfer Date;

18.13.3 any allegation or claim by any person who is not a Subsequent Transferring Employee but who alleges that their employment should transfer or has transferred to the Successor or the Authority, as appropriate;

18.13.4 any emoluments payable to a person employed or engaged by the Supplier or Sub-contractor (including without limitation all wages, any accrued or unpaid holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions and other

contributions) payable in respect of any period on or before the Subsequent Transfer Date;

18.13.5 any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Authority, as appropriate, has failed to continue a benefit provided by the Supplier or Sub-contractor as a term of such Subsequent Transferring Employee's contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favorable to such Subsequent Transferring Employee; and

18.13.6 any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor's or Authority's failure to comply with regulation 13(4) of TUPE.

18.14 The Supplier will, or shall procure that any Sub-contractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 18.13 of this Schedule 2 of these Call-off Terms and Conditions to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.

18.15 The Supplier will indemnify and keep indemnified the Authority and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier or Sub-contractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.

18.16 If any person who is not a Subsequent Transferring Employee claims or it is determined that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Authority or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:

18.16.1 the Authority will, or shall procure that the Successor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Supplier;

18.16.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within twenty eight (28) days of the notification by the Authority or Successor;

18.16.3 if such offer of employment is accepted, the Authority will, or shall procure that the Successor will, immediately release the person from their employment; and

18.16.4 if after the period in Clause 18.16.2 of this Schedule 2 of these Call-off Terms and Conditions has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.

19 Suspension of Supplier's appointment

19.1 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 17 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.

19.2 If the Authority provides notice to the Supplier in accordance with Clause 19.1 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:

19.2.1 the circumstances leading to the Authority's right to terminate this Contract have been remedied;

19.2.2 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

19.2.3 the Authority exercises its rights to terminate this Contract in accordance with Clause 17 of this Schedule 2 of these Call-off Terms and Conditions.

20 Packaging, identification and end of use

20.1 The Supplier shall comply with all obligations imposed on it by Law and Guidance and in accordance with Good Industry Practice relevant to the Goods in relation to packaging, identification, and obligations following end of use by the Authority.

20.2 Unless otherwise specified in the Specification and Tender Response Document 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 in the same quantities within the United Kingdom.

20.3 The Supplier shall comply with any labelling requirements in respect of Goods (a) specified in the Specification and Tender Response Document; (b) agreed with the Authority in writing; or (c) required to comply with Law and Guidance and, as a minimum, the following details shall be shown on the outside of every package:

20.3.1 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;

20.3.2 the quantity in the package where available;

20.3.3 any special directions for storage;

20.3.4 the expiry date of the contents where applicable;

20.3.5 the batch number; and

20.3.6 the name and address of the manufacturer of the Goods and the Supplier.

20.4 The Supplier shall ensure that all Goods that are required by Law or Guidance to bear any safety information, environmental information, mark, tab, expiry date, batch number, seal, barcode, brand, label, serial numbers or other device indicating place of origin, inspection by any government or other body or standard of quality at the point such Goods are delivered shall comply with such requirements.

20.5 Unless otherwise set out in the Specification and Tender Response Document or agreed with the Authority in writing, the Supplier shall collect without charge any returnable containers and/or packages (including pallets) within twenty one (21) days of the date of the relevant delivery. Empty containers and/or packages 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 and/or disposal by the Authority in

accordance with this Clause 20 of this Schedule 2 of these Call-off Terms and Conditions.

21 Coding requirements

21.1 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).

21.2 Once compliance with any published timelines has been achieved by the Supplier pursuant to Clause 21.1 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.

21.3 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.

22 Modern slavery and environmental, social and labour laws

Environmental, social and labour law requirements

22.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Goods and Services. 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 Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:

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

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

22.1.3 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 22.1.2 of this Schedule 2 of these Call-off Terms and Conditions.

Modern slavery

22.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:

22.2.1 the Modern Slavery Act 2015 ("**Slavery Act**"); and

22.2.2 the Authority's anti-slavery policy as provided to the Supplier by the Authority from time to time ("**Anti-Slavery Policy**").

22.3 The Supplier shall:

22.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;

22.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

22.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;

22.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;

22.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and

22.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier's obligations under Clause 22 of this Schedule 2 of these Call-off Terms and Conditions.

22.4 The Supplier undertakes on an ongoing basis that:

22.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;

22.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and

22.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):

(i) has been convicted of any offence involving slavery or trafficking; or

(ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,

not already notified to the Authority in writing in accordance with Clause 22.5 of this Schedule 2 of these Call-off Terms and Conditions.

22.5 The Supplier shall notify the Authority as soon as it becomes aware of:

22.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or

22.5.2 any actual or suspected slavery or trafficking in its supply chain.

22.6 If the Supplier notifies the Authority pursuant to Clause 22.5 of this Schedule 2 of these Call-off Terms and Conditions, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Contract.

22.7 If the Supplier is in breach of Clause 22.3 or the undertaking at Clause 22.4 of this Schedule 2 of these Call-off Terms and Conditions in addition to its other rights and remedies provided under this Contract, the Authority may:

22.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Contract) any Sub-contractor, Staff or other persons

associated with it whose acts or omissions have caused the breach; or

22.7.2 terminate this Contract by issuing a Termination Notice to the Supplier.

Further corporate social responsibility requirements

22.8 The Supplier shall comply with any further corporate social responsibility requirements set out in the Specification and Tender Response Document.

Provision of further information

22.9 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 22 of this Schedule 2 of these Call-off Terms and Conditions. For the avoidance of doubt, the Authority may audit the Supplier's compliance with Clause 22 of this Schedule 2 of these Call-off Terms and Conditions in accordance with Clause 30 of this Schedule 2of these Call-off Terms and Conditions.

23 Electronic product and services information

23.1 Where requested by the Authority, the Supplier shall provide the Authority the Product Information and the Services 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.

23.2 The Supplier warrants that the Product Information and the Services Information and the Services Information and the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information and the Services 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 23 of this Schedule 2 of these Call-off Terms and Conditions.

23.3 If the Product Information and/or the Services 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 and/or the Services Information .

23.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and the Services Information and any Intellectual Property Rights in the Product Information and the Services 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 23.5 of this Schedule 2 of these Call-off Terms and Conditions, no obligation to illustrate or advertise the Product Information and the Services Information is imposed on the

Authority, as a consequence of the licence conferred by this Clause 23.4 of this Schedule 2 of these Call-off Terms and Conditions.

23.5 The Authority may reproduce for its sole use the Product Information and the Services Information provided by the Supplier in the Authority's product/services 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.

23.6 Before any publication of the Product Information and the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's product or services 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 and the Services Information in any product catalogue as a result of the approval given by it pursuant to this Clause 23.6 of this Schedule 2 of these Call-off Terms and Conditions or otherwise under the terms of this Contract.

23.7 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 and the Services Information save for where this is a result of the Authority's wilful or negligent misrepresentation of the Product Information and the Services Information .

23.8 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response Document or otherwise under Clause 1.1 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.

24 Sales information

24.1 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 and Services 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 and Services.

24.2 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 and Services 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 24.1 of this Schedule 2 of these Call-off Terms and Conditions is accurate and complete.

25 Accidents and Untoward Incidents

25.1 When delivering the Goods or providing the Services 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.

25.2 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.

26 Training

26.1 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 and receipt or use of the Services.

27 Change management

27.1 The Supplier acknowledges to the Authority that the Authority's requirements for the Goods and/or Services 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 and Tender Response Document, as may be requested by the Authority from time to time.

27.2 Subject to Clause 27.3 below, any change to the Goods and/or Services 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.

27.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.

27.4 The Supplier shall neither be relieved of its obligations to supply the Goods and/or Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Contract Price as the result of:

27.4.1 a General Change in Law; or

27.4.2 a Specific Change in Law on the Services where the effect of that Specific Change in Law is reasonably foreseeable at the Commencement Date.

28 Dispute resolution

28.1 During any Dispute, including a Dispute as to the validity of the 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).

28.2 In the case of a Dispute 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 shall follow the procedure set out in this Clause 26 of this Schedule 2 of these Call-off Terms and Conditions.

28.3 In the event of a Dispute either Party may serve a Dispute Notice on the other Party to commence formal resolution of the Dispute. The Dispute Notice shall set out:

28.3.1 the material particulars of the Dispute; and

28.3.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.

28.4 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by convening a meeting between the Authority's Contract Manager and the Supplier's Contract Manager (together the "**Contract Managers**").

28.4.1 The meeting of the Contract Managers must take place within five (5) Business Days of the date of the Dispute Notice (the "**Dispute Meeting**").

28.4.2 The Contract Managers shall be given ten (10) Business Days following the date of the Dispute Meeting to resolve the Dispute.

28.4.3 The Contract Managers can agree to further meetings at levels 2 and/or 3 as referred to at Clause 5.1 of the Key Provisions in Schedule 1 of these Call-off Terms and Conditions, in addition to the Dispute Meeting, but such meetings must be held within the ten (10) Business Day timetable set out in paragraph 28.4.2 of Schedule 2 of these Call-off Terms and Conditions.

28.4.4 If at any point it becomes clear that the timetable set out cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the timetable. Any agreed extension to the timetable shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

28.5 If the procedure set out in Clause 28.4 of this Schedule 2 of these Call-off Terms and Conditions has been exhausted and fails to resolve the Dispute either Party may request the Dispute be resolved by way of a binding expert determination (pursuant to Clause 28.6 of this Schedule 2 of these Call-off Terms and Conditions). For the avoidance of doubt, the Expert shall determine all matters (including, without limitation, matters of contractual construction and interpretation) in connection with any Dispute referred to binding expert determination pursuant to Clause 28.6 of this Schedule 2 of these Call-off Terms and Conditions.

28.6 Where the Dispute is referred to binding expert determination the following process will apply:

28.6.1 The Party wishing to refer the Dispute to expert determination shall give notice in writing to the other Party informing it of its wish to refer the Dispute to expert determination and giving brief details of its position in the Dispute.

28.6.2 The Parties shall attempt to agree upon a single expert (who must have no connection with the Dispute unless both Parties have consented in writing) (an "**Expert**"). For the avoidance of doubt, where the Dispute relates to contractual interpretation and construction, the Expert may be Queen's Counsel. In the event that the Parties fail to agree upon an Expert within five (5) Business Days following the date of the notice referred to in paragraph 28.6.1 of this Schedule 2 of these Call-off Terms and Conditions (or if the person agreed upon is unable or unwilling to act), the Parties agree that the Expert will be nominated and confirmed to be appointed by the Centre for Effective Dispute Resolution.

28.6.3 The Expert must be willing and able to complete the expert determination process within thirty (30) Business Days of the Date of Final Representations (as defined below in Clause 28.6.5 of this Schedule 2 of these Call-off Terms and Conditions).

28.6.4 The Expert shall act as an expert not as an arbitrator or legal advisor. There will be no formal hearing and the Expert shall regulate the procedure as she or he sees fit.

28.6.5 The Parties shall each have the right to make written representations to the Expert and will, with reasonable promptness, provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Such representations must be made within twenty eight (28) Business Days of the Expert being appointed, or fourteen (14) Business Days after the last documents requested by the Expert have been provided to the Expert, whichever is the later ("**Date of Final Representations**"). Any documents provided to the Expert and any correspondence to or from

the Expert, including email exchanges, shall be copied to the other Party simultaneously.

28.6.6 The Expert shall have the power to open up, review and revise any certificate, opinion, requisition or notice and to determine all matters in Dispute (including his jurisdiction to determine matters that have been referred to him).

28.6.7 The Expert may take such advice and assistance from professional advisers or other third parties as he reasonably considers appropriate to enable him to reach a determination of the Dispute and may issue orders that one or both of the Parties are to pay such third party costs, stating the proportion. For the avoidance of doubt, where the Expert is not Queen's Counsel, and the Expert requires advice or assistance on matters of contractual interpretation and construction, the Expert may take such advice and assistance from a third party Queen's Counsel of their choosing under this Clause 28.6.7 of this Schedule 2 of these Call-off Terms and Conditions. The Parties will pay any such third party costs incurred pursuant to this Clause 28.6.7 of this Schedule 2 of these Call-off Terms and Conditions in such proportions as the Expert shall order. In the absence of such order such third party costs will be paid equally.

28.6.8 The Expert shall provide the Parties with a written determination of the Dispute (the "**Expert's Decision**") within thirty (30) Business Days of the Date of Final Representations, which shall, in the absence of fraud or manifest error, be final and binding on the Parties.

28.6.9 The Expert's Decision shall include reasons.

28.6.10 The Parties agree to implement the Expert's Decision within five (5) Business Days of the Expert's Decision being provided to them or as otherwise specified as part of the Expert's Decision.

28.6.11 The Parties agree that the Expert shall be entitled to proceed to give his binding determination should one or both Parties fail to act in accordance with the procedural timetable set out above.

28.6.12 The Parties will pay the Expert's costs in such proportions as the Expert shall determine. In the absence of such determination such costs will be shared equally.

28.6.13 The Parties agree to keep confidential all information arising out of or in connection with the expert determination, including details of the underlying Dispute, except where disclosure is required by Law.

28.7 Nothing in this Contract shall prevent:

28.7.1 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 Goods and/or the provision of Services;

28.7.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (including Intellectual Property Rights) or which relates to the safety of patients and other service users or the security of Confidential Information, pending the resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

28.8 Subject to Clause 28.7 of this Schedule 2 of these Call-off Terms and Conditions, neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Clause 26 have been exhausted. For the avoidance of doubt, either Party may commence legal action to enforce the Expert's Decision.

28.9 This 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.

28.10 "Contract

29 Force majeure

29.1 Subject to Clause 29.2 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.

29.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 29 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:

29.2.1 the Supplier has fulfilled its obligations pursuant to Clause 7 of this Schedule 2 of these Call-off Terms and Conditions;

29.2.2 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

29.2.3 the Supplier has complied with the procedural requirements set out in Clause 29 of this Schedule 2 of these Call-off Terms and Conditions.

29.3 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.

29.4 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.

29.5 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.

29.6 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.

29.7 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.

29.8 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 by issuing a Termination Notice to the Supplier.

29.9 Following such termination in accordance with Clause 29.8 of this Schedule 2 of these Call-off Terms and Conditions and subject to Clause 29.10 of this Schedule 2 of these Call-off Terms and Conditions, neither Party shall have any liability to the other.

29.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 29.8 of this Schedule 2 of these Call-off Terms and Conditions shall continue in full force and effect unless otherwise specified in this Contract.

30 Records retention and right of audit

30.1 Subject to any statutory requirement and Clause 30.2 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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:

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

30.5.2 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.

30.6 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 30 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.

30.7 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.

30.8 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.

31 Conflicts of interest and the prevention of fraud

31.1 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.

31.2 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 31.2 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.

31.3 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.

31.4 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.

32 Equality and human rights

32.1 The Supplier shall:

32.1.1 ensure that (a) it does not, whether as employer or as supplier of the Goods or provider of Services, 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 or provider of Services 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;

32.1.2 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

32.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 32 of this Schedule 2 of these Call-off Terms and Conditions.

32.2 If the Supplier fails to comply with the provisions of Clause 32.1 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.

32.3 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 32 of this Schedule 2 of these Call-off Terms and Conditions.

33 Notice

33.1 Subject to Clause 29.5 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 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.

33.2 The Authority may (but is not obliged to) serve any notices served under this Contract on the Supplier by sending a message to the Supplier through the portal used for the procurement and/or management of this Order (as such portal is designated from time to time for that purpose by the Authority) to the account details on that portal by the Supplier from time to time for the purposes of receiving such notices or communications relating to this Order.

33.3 A notice shall be treated as having been received:

33.3.1 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

33.3.2 if sent by 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;

33.3.3 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; or

33.3.4 if sent on the portal in accordance with Clause 33.2 and sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours.

34 Assignment, novation and sub-contracting

34.1 In this Clause 34 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.

34.2 The Supplier shall not, except where Clause 34.3 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.

34.3 Notwithstanding Clause 34.1 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 34.3 of this Schedule 2 of these Call-off Terms and Conditions shall be subject to:

34.3.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 10.8 of this Schedule 2 of these Call-off Terms and Conditions;

34.3.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;

34.3.3 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;

34.3.4 the provisions of Clause 10 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

34.3.5 payment to the Assignee being full and complete satisfaction of the Authority's obligation to pay the relevant sums in accordance with this Contract.

34.4 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.

34.5 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 or the provision of Servcies, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Authority in writing, which:

34.5.1 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 or the performance of the Services to the extent relevant to such sub-contracting;

34.5.2 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;

34.5.3 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);

34.5.4 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;

34.5.5 requires the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

34.5.6 provides that is the Supplier or other party fails to consider and verify an invoice in accordance with Clause 34.5.5 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 34.5.7 of this Schedule 2 of these Call-off Terms and Conditions after a reasonable time has passed;

34.5.7 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;

34.5.8 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 16.7.3 of this Schedule 2 of these Call-off Terms and Conditions;

34.5.9 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 34.6 of this Schedule 2 of these Call-off Terms and Conditions; and

34.5.10 requires the Sub-contractor to include a clause to the same effect as this Clause 34.5 of this Schedule 2 of these Call-off Terms and Conditions in any Sub-contract which it awards.

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

34.6.1 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

34.6.2 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.

34.7 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.

34.8 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/or Services 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.

34.9 The Supplier shall also include in every Sub-contract:

34.9.1 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

34.9.2 a requirement that the Sub-contractor includes a provision having the same effect as Clause 34.9.1 of this Schedule 2 of these Call-off Terms and Conditions in any Sub-contract which it awards.

34.10 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.

35 Other participants

35.1 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.

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 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

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 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;

36.2.2 any termination under Clause 36.2.1 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

36.2.3 notwithstanding Clause 28 of this Schedule 2 of these Call-off Terms and Conditions, any dispute relating to:

(i) the interpretation of Clause 36 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.

37 General

37.1 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.

37.2 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.

37.3 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.

37.4 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.

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 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.

37.6 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.

37.7 The rights and remedies provided in this Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this contract or by any other contract or document. In this Clause 37.7 of this Schedule 2 of these Call-off Terms and Conditions, right includes any power, privilege, remedy, or proprietary or security interest.

37.8 Subject to Clause 37.9, 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.

37.9 Without prejudice to Clause 37.8 above, the Framework Manager, agent for the Authority, shall have the right to (but it is not obliged to):

37.9.1 have conduct of all claims and disputes against the Supplier pursuant to this Order (including having the right to conduct enforcement actions pursuant to this Order on the behalf of the Authority);

37.9.2 have the right to enforce the terms, conditions, undertakings, representations, warranties and other provisions of this Order on the behalf of the Authority; and

37.9.3 recover, on the behalf of the Authority, any loss suffered by the Authority under this Order.

Nothing in this Clause shall allow both the Authority and a Participating Authority to recover or claim for the same loss.

37.10 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.

37.11 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.

37.12 Subject to Clause 28 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.

37.13 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 Nothing in Clause 3 of this Schedule 3 of these Call-off Terms and Conditions shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 (**"FOIA"**), Codes of Practice on Access to Government Information on the Discharge of Public Authorities' Functions or on the Management of Records (**"Codes of Practice"**) or the Environmental Information Regulations 2004 (**"Environmental Regulations"**).

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 on a confidential basis to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;

1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;

1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or

1.3.6 on a confidential basis to a successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract,

and for the purposes of this Contract, 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 Where the Supplier is Processing Personal Data and/or the Parties are otherwise sharing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol in respect of such matters.

2.3 The Supplier and the Authority shall ensure that any patient related Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring patient related 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).

2.4 Where, as a requirement of this Contract, the Supplier is Processing Personal Data relating to NHS patients and/or service users and/or has access to NHS systems as part of the Services, the Supplier shall:

2.4.1 complete and publish an annual information governance assessment using the Data Security and Protection toolkit;

2.4.2 achieve all relevant requirements in the relevant Data Security and Protection toolkit;

2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;

2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and Social Care and/or the NHS England and/or Health and Social Care Information Centre guidelines;

2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;

2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);

2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;

2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;

2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and

2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

2.5 Where any Personal Data is Processed 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 2 of this Schedule 3 of these Call-off Terms and Conditions and any relevant Data Protection Protocol as if such Sub-contractor were the Supplier.

2.6 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 <u>Freedom of Information and Transparency</u>

3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice 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, Codes of Practice 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, Codes of Practice 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, Codes of Practice 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, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice v 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, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice 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, Codes of Practice 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, Codes of Practice 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.

4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.

4.3 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

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:

"**Actual Services Commencement Date**"	means the date the Supplier actually commences delivery of all of the Services;
"Anti-Slavery Policy"	has the meaning given under Clause 22.2.2 of Schedule 2 of these Call-off Terms and Conditions;
"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 Tender Response Document and/or the Order Form;
"Breach Notice"	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to supply the Goods and/or provide the Services including a pandemic, 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 and provision of Services 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;
"Cabinet Office Statement"	the Public Sector 2000 (as revised 2013) as may be amended or replaced;
"Call-off Terms and Conditions"	means these Call-Off Terms and Conditions for the Supply of Goods and the Provision of Services;
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or provision of Services

	which comes into force after the Commencement Date;
"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.
"Codes of Practice"	shall have the meaning given to the term in Clause 1.2 of Schedule 3 of these Call-off Terms and Conditions;
"Commencement Date"	means the date of the Order Form;
"Comparable Supply"	means the supply of goods and/or services to another customer of the Supplier that are the same or similar to any of the Goods and/or Services;
"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 (page **Error! Bookmark not defined.**) and all Schedules of these Call-off Terms and Conditions, the Specification and Tender Response Document, [the Offer] and the applicable provisions of the Framework Agreement;
"Contracting Authority"	means any contracting authority as defined in Regulation 2(1) 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 9.1 of Schedule 2 of these Call-off Terms and Conditions;
"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;;;
"Controller"	shall have the same meaning as set out in the UK GDPR;
"Convictions"	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by Section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act);
"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 2018 (ii) the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time;

"**Data Protection Protocol**"	means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms) which shall include, without limitation, any such document appended to the Order Form;
"Defective Goods"	has the meaning given under Clause 1.1 of Schedule 2 of these Call-off Terms and Conditions;
"Delivery Failure Credit"	means any sums set out in the Order Form or in the Framework Agreement as being payable to the Participating Authority pursuant to Clause 8 of Schedule 1 as a result of the Supplier's failure to shall deliver the exact quantity of Goods specified in an Order Form within the Delivery Time to the location address specified by the Authority;
"Delivery Times"	has the meaning given under Clause 8.1 of Schedule 1 of these Call-off Terms and Conditions;
"Dispute(s)	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Goods and/or Services, any matters of contractual construction and interpretation relating to the Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
"Dispute Resolution Procedure"	means the process for resolving disputes as set out in Clause 28 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;
"Employment Liabilities"	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;
"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 References"	shall have the meaning given to the term in Clause 1.16 of this Schedule 4 of these Call-off Terms and Conditions;
"Evergreen Assessment"	shall have the meaning given to the term in Clause 11 of Schedule 1 of these Call-off Terms and Conditions;
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Fair Deal for Staff Pensions"	means guidance issued by HM Treasury entitled "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 (as amended, supplemented or replaced);
"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;
"Framework Manager"	means the Contracting Authority who has entered into and manages the Framework Agreement;
"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;
"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;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"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 and/or service provider engaged in the manufacture and/or supply of goods or provision of services similar to the Goods and/or Services 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 and/or Patients under this Contract (including, without limitation, to meet the requirements of the Specification and Tender Response Document). For the avoidance of doubt, this shall include, without limitation, any medicinal products supplied and/or administered direct to Patients by the Supplier in accordance with this Contract and any medical devices, products ancillary to medicinal products and/or medical devices and/or any other equipment, products and/or items supplied and/or administered to Patients by the Supplier; ;
"Guidance"	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Goods and/or Services, 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;

"HM Government Cyber Essentials Scheme	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;
"Implementation Plan"	means the implementation plan, if any, referred to in the Key Provisions;
"Implementation Requirements"	means the Authority's implementation and mobilisation requirements (if any), as may be set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
"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;
"Interested Party"	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
"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 Tender Response Document 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;
"Longstop Date"	means the date, if any, specified in the Specification and Tender Response Document;
"MHRA"	means the Medicines and Healthcare products Regulatory Agency;
"Net Zero and Social Value Commitments"	means the Supplier's net zero and social value commitments, each as set out in the Key Provisions and/or the Specification and Tender Response Document;
"Net Zero and Social Value Contract Commitments"	shall have the meaning given in Clause 7.4 of Schedule 1 of these Call-off Terms and Conditions;
"NHS"	means the National Health Service;
"NHS England"	means NHS England;

"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 under the Framework Agreement (such order form being in such form as the Participating Authority and the Supplier shall agree from time to time);
"Other KPI"	means any additional KPIs set out in the Specification and Tender Response Document, tender documentation or Annex 3 to Schedule 5;
"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"Patient"	means any patient receiving Goods and/or Services from the Supplier in accordance with this Contract;;;

"Personal Data"	shall have the same meaning as set out in the UK 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 UK 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 23 of Schedule 2 of these Call-off Terms and Conditions for inclusion in the Authority's product catalogue from time to time;
"Purchase Order"	means the purchase order issued by the Authority (in accordance with its financial systems) in relation to any required Goods and/or Services;
"Regulations"	means the Public Contracts Regulations 2015 (SI 2015/102) as amended;
"Rejected Goods"	has the meaning given under Clause 1.1 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 16.3 of Schedule 2 of these Call-off Terms and Conditions;
"Requirement to Recall"	has the meaning given under 4.2 of Schedule 2 of these Call-off Terms and Conditions;

“Services”	means the homecare medicines services and all related services set out in this Contract that the Supplier is required to provide (including, without limitation, the services required to meet the requirements of the Specification and Tender Response Document), which shall include, without limitation, any services provided in connection with any Relevant Activities and/or direct to Patients by the Supplier and/or a member of its supply chain under and/or in connection with this Contract;
“Services Commencement Date”	means the date delivery of the Services shall commence as specified in the Order Form. If no date is specified in the Order Form, this services commencement date shall be the Commencement Date;
“Services Information”	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority for inclusion in the Authority’s services catalogue from time to time;
"Slavery Act"	has the meaning given in Clause 22.2.1 of Schedule 2 of these Call-off Terms and Conditions;
"Specification and Tender Response Document"	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;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"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 Contract;

"Sub-contractor"	means a party to a Sub-contract other than the Supplier;
"Subsequent Transfer Date"	means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE;
"Subsequent Transferring Employees"	means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate;
"Successor"	means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract;
"Supplier"	means the supplier named on the Order Form;
"Supplier Code of Conduct"	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
"Supplier Net Zero Corporate Champion"	shall have the meaning given to the term in Clause 11.3 of Schedule 1 of these Call-off Terms and Conditions;
"Supplier Net Zero and Social Value Contract Champion"	Shall have the meaning given to the term in Clause 11.6 of Schedule 1 of these Call-off Terms and Conditions;
"Supplier Personnel"	means any employee, agent, consultant and/or contractor of the Supplier or Sub-contractor who is either partially or fully engaged in the performance of the Services;
"Term"	means the term as referred to in the Key Provisions;
"Termination Notice"	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice

	to terminate this Contract on a specified date and setting out the grounds for termination;
"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"	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;
"Third Party Body"	has the meaning given under Clause 9.5 of Schedule 2 of these Call-off Terms and Conditions; and
"Transfer Date"	means the Actual Services Commencement Date;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; 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 Law shall deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.

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 37.6 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 Tender Response Document 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.

1.12 Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.

1.13 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("**Receiving Party**") may ask the Party that issued the Breach Notice ("**Issuing Party**") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.

1.14 Any terms defined as part of a Schedule or other document forming part of this Contract shall have the meaning as defined in such Schedule or document.

1.15 For the avoidance of doubt, and to the extent not prohibited by any Law, the term "expenses" (as referred to under any indemnity provisions forming part of this Contract) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.

1.16 Any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

1.16.1 any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

1.16.2 any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

DATA PROTECTION PROTOCOL

Guidance: This Data Protection Protocol is for use alongside the NHS terms and conditions. The table at the beginning of the Protocol should be completed by the Authority setting out the nature of the relationship and processing that will be taking place under the Contract.

Table A – Processing, Personal Data and Data Subjects

This Table shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Table shall be with the Authority at its absolute discretion.

1. The contact details of the Authority's Data Protection Officer are: **[Insert Contact details]**
2. The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**

Description	Details
Identity of the Controller and Processor	*[The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation in respect of:* *[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties]* *In respect of Personal Data where the Authority is the Controller and the Supplier is the Processor, Clause 1 of this Protocol will apply.]* *[The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:* *[Insert the scope of Personal Data which the purposes and means of the Processing is determined jointly by the both Parties]* *In respect of Personal Data under joint control, Clause 2 of this Protocol will apply].* *[The Parties acknowledge that they are independent Controllers for the purposes of the Data Protection Legislation in respect of:* *[Insert the scope of Personal Data shared which the purposes and means of the Processing means that they are independent Controllers.]* *In respect of Personal Data shared under the Contract in circumstances where the Authority and the Supplier are*

Subject matter of the Processing	*[This should be a high level, short description of what the Processing is about i.e. its subject matter of the contract.* *Example: The Processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]*
Duration of the Processing	*[Clearly set out the duration of the Processing including dates]*
Nature and purposes of the Processing	*[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.* *The purpose might include: employment Processing, statutory obligation, recruitment assessment etc]*
Type of Personal Data being Processed	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]*
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]*
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	*[Describe how long the data will be retained for, how it be returned or destroyed]*

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: "Authority", "Controller", "Process" and "Processer" and "Supplier" are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

"**Data Loss Event**"	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"**Data Protection Legislation**"	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"**Data Protection Impact Assessment**"	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"**Data Protection Officer**"	shall have the same meaning as set out in the GDPR;
"**Data Recipient**"	means that Controller who receives the relevant Personal Data;
"**Data Subject**"	shall have the same meaning as set out in the GDPR;
"**Data Subject Request**"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"**Data Transferor**"	means that Controller who transfers the relevant Personal Data;
"**DPA 2018**"	means the Data Protection Act 2018;

"**Joint Controllers**"	means where two or more Controllers jointly determine the purposes and means of Processing;
"**LED**"	means the Law Enforcement Directive *(Directive (EU) 2016/680)*;
"**Personal Data Breach**"	shall have the same meaning as set out in the GDPR;
"**Protective Measures**"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, putting in place appropriate training of staff involved in the processing of Personal Data and regularly assessing and evaluating the effectiveness of the such measures adopted by it [including those outlined in Schedule [*insert schedule number and name (e.g. if there is a relevant security schedule*)]];
"**Protocol**" or "**Data Protection Protocol**"	means this Data Protection Protocol;
"**Sub-processor**"	means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.

1 SUPPLIER AS DATA PROCESSOR

1.1 Where, in Table A, the Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor for the relevant purposes specified in Table A this Clause 1 shall apply. The only Processing that the Supplier is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.

1.2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

1.3 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:

1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

1.4.1 Process that Personal Data only in accordance with Table A, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;

1.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

1.4.3 ensure that:

(i) the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular Table A);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Supplier's duties under this Protocol;

(B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

1.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

(i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data; and

1.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.6 of this Protocol, the Supplier shall notify the Authority immediately if in relation to any Personal Data Processed in connection with its obligations under this Contractit:

1.5.1 receives a Data Subject Request (or purported Data Subject Request);

1.5.2 receives a request to rectify, block or erase any Personal Data;

1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

1.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

1.5.6 becomes aware of a Data Loss Event.

1.6 The Supplier's obligation to notify under Clause 1.5 of this Protocol shall include the provision of further information to the Authority in phases, as details become available.

1.7 Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data Processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

1.7.1 the Authority with full details and copies of the complaint, communication or request;

1.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

1.7.3 the Authority, at its request, with any Personal Data it holds in connection with its obligations under this Contract in relation to a Data Subject;

1.7.4 assistance as requested by the Authority following any Data Loss Event;

1.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

1.8.1 the Authority determines that the Processing is not occasional;

1.8.2 the Authority determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

1.8.3 the Authority determines that the processing is likely to result in a risk to the rights and freedomsof Data Subjects.

1.9 The Supplier shall allow for audits of its data Processing activity by the Authority or the Authority's designated auditor in relation to any Personal Data Processed in connection with its obligations under this Contract.

1.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:

1.11.1 notify the Authority in writing of the intended Sub-processor and Processing;

1.11.2 obtain the written consent of the Authority;

1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and

1.11.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

1.12 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this Protocol by replacing it with any applicable controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner'sOffice.

1.15 The Supplier shall comply with any further instructions with respect to Processing issued by the Authority by written notice. Any such further written instructions shall be deemed to be incorporated into Table A from the date at which such notice is treated as having been received by the Supplier in accordance with Clause 27.2 of Schedule 2 of the Contract.

2 PARTIES AS JOINT CONTROLLERS

2.1 Where in, Table A, the Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority and the Supplier are Joint Controllers this Clause 2 shall apply. The only Processing that a Joint Controller is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.

2.2 The Parties shall in accordance with GDPR Article 26 enter into a Joint Controller Agreement based on the terms outlined in Schedule 1.

3 BOTH DATA CONTROLLERS

3.1 To the extent that the nature of the Services means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:

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

3.1.2 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;

3.1.3 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.

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

3.2.1 the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data have been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 3;

3.2.2 the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 3; and

3.2.3 where the Data Recipient is in breach of its obligations under this Protocol 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.

Guidance: there are limited requirements in the GDPR when parties act as separate Controllers. Clause 3 above provides a sensible starting point. However, Authorities are advised to review the Information Commissioner's Guidance (ICO GDPR Guidance) and consultant their Information Governance team when considering whether further provisions or a separate data sharing agreement should be used.

4 CHANGES TO THISPROTOCOL

4.1 Subject to Clauses 1.13, 1.14 and 1.15 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

Schedule 1 – Joint Controller Agreement

In this Schedule the Parties must outline each party's responsibilities for:

- providing information to data subjects under Article 13 and 14 of the GDPR.
- responding to data subject requests under Articles 15-22 of the GDPR
- notifying the Information Commissioner (and data subjects) where necessary about data breaches
- maintaining records of Processing under Article 30 of the GDPR
- carrying out any required Data Protection Impact Assessment

The joint controller agreement must include a statement as to who is the point of contact for data subjects. The essence of this relationship shall be published. You may wish to incorporate some clauses equivalent to those specified in Clause 1.2-1.14 of Clause 1.

Situations where both parties act as Joint Controllers are likely to be relatively novel. Therefore, in such circumstances, it will be important to seek specific legal advice on the approach to the joint controller agreement. As part of this, you may wish to include an additional clause apportioning liability between the parties arising out of data protection in respect of data that is jointly controlled.