NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE PROVISION OF MAINTENANCE, REPAIR AND CALIBRATION SERVICES FOR MEDICAL EQUIPMENT

NHS Supply Chain	Supply Chain Coordination Limited (registered number 10881715) whose registered office is at Wellington House, 133-155 Waterloo Road, London, United Kingdom, SE1 8UG and which acts as the management function of the NHS Supply Chain
The Supplier	to be added
Commencement Date	
Type of Services	Maintenance, Repair and Calibration of Medical Equipment
Lot(s) Awarded	To be added

This Framework Agreement is made on the date set out above subject to the terms set out in the schedules listed below ("**Schedules**"). NHS Supply Chain (operated by Supply Chain Coordination Limited) and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Framework Agreement.

Unless specified otherwise, 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
Appendix 1	Data Protection Protocol
Schedule 4	Definitions and Interpretations
Schedule 5(a)	Specification
Schedule 5(b)	Tender Response Document
Schedule 6	Commercial and Discounts Schedule
Schedule 7	Ordering Procedure
Appendix A	Call-off Terms and Conditions for the Provision of Services

Signed by an authorised representative for and on behalf of NHS SUPPLY CHAIN (operated by Supply Chain Coordination Limited)

Name:	.....	Signature:	.....
Position:	.....		

Signed by the authorised representative of THE SUPPLIER

Name:	.....	Signature	…….
Position:	…….		

Schedule 1

Key Provisions

Standard Key Provisions

Application of the Key Provisions

1.1 The standard Key Provisions at Clauses 1.1 to 1.7 (inclusive) of this Schedule 1 shall apply to this Framework Agreement.

1.2 The optional Key Provisions at Clauses 1.8 and 1.9 of this Schedule 1 shall only apply to this Framework Agreement where they have been checked and information completed as applicable.

Term

1.3 The Term of this Framework Agreement shall be two (2) years from the Commencement Date and may be extended in accordance with Clause 16.2 of Schedule 2 provided that the duration of this Framework Agreement shall be no longer than six (6) years in total.

Names and addresses for notices

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

1.4.1 for NHS Supply Chain:

Trading Manager – Maintenance
NHS Supply Chain
Carrwood Park
Swillington Common Farm
Selby Road
Leeds
LS15 4LG.

1.4.2 for the Supplier:

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

Management levels for dispute resolution

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

Level	NHS Supply Chain representative	Supplier representative
1	Contract Manager (Senior Buyer)	Contract Manager or equivalent
2	Trading Manager	Senior Contract Manager or

		equivalent
3	Trading Director	Assistant Director or equivalent

Order of precedence

1.6 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:

1.6.1 the provisions on the front page of this Framework Agreement for the provision of Services;

1.6.2 Schedule 1: Key Provisions;

1.6.3 Schedule Schedule 5(a): Specification;

1.6.4 Schedule 2: General Terms and Conditions;

1.6.5 Schedule 6: Commercial and Discounts Schedule;

1.6.6 Schedule 5(b): Tender Response Document;

1.6.7 Schedule 3: Information and Data Provisions;

1.6.8 Schedule 4: Definitions and Interpretations;

1.6.9 the order in which all subsequent Schedules appear.

Participating Authorities

1.7 NHS Supply Chain is entitled to place Orders for the Services, the benefit of which it will make available for purchase by:

1.7.1 any NHS Trust;

1.7.2 any other NHS entity;

1.7.3 any private sector entity active in the UK healthcare sector;

1.7.4 any government department, agency or other statutory body;

1.7.5 any primary, secondary, tertiary, vocational or higher educational establishment (and those purchasing on their behalf) including, for example, nursery schools, primary schools, middle or high schools, secondary schools, academies, free schools, pupil referral units, further education colleges and universities,

together, the "Participating Authorities". For the avoidance of doubt, any successor bodies of any of the Participating Authorities described in this definition are included in this definition.

Optional Key Provisions

Quality assurance standards self-certification ☒ (only applicable to the Framework Agreement if this box is checked)

1.8 The Supplier warrants that on the request of NHS Supply Chain it shall provide a written and signed self-certification in the form requested by NHS Supply Chain that it complies and will notify NHS Supply Chain immediately if it no longer complies throughout the Term of the Framework Agreement and all Contracts with all quality assurance standards applicable to the Services to the extent that such standards are listed or referred to in either the Selection Questionnaire (which is a document that is referred to in the Tender Response Document) or the Specification and that it shall evidence such compliance on request.

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

1.9 Promptly following the execution of this Framework Agreement (or within such other timescale as NHS Supply Chain stipulates), the Supplier shall, if it has not already delivered an executed deed of guarantee to NHS Supply Chain, deliver any executed deed of guarantee to NHS Supply Chain as required by the procurement process followed by NHS Supply Chain. NHS Supply Chain reserves the right to treat a failure to comply with this Key Provision as an irremediable breach of this Framework Agreement.

Schedule 2

General Terms and Conditions

Contents

1 Supplier's appointment

1.1 NHS Supply Chain appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to be considered for the award of Orders during the Term.

1.2 In consideration of NHS Supply Chain 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 provide the Services under Orders placed with the Supplier:

1.2.1 of the quality and type as specified in the Specification and Tender Response Document and/or as may be supplemented by the relevant Participating Authority in a Cover Level Document;

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

1.2.3 to such extent and at such times and at such locations as may be specified in a Purchase Order and/or the relevant Cover Level Document.

1.3 The Supplier agrees that the Call-Off Terms and Conditions for the Provision of Services shall apply to the provision of the 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 Provision of the Services and any other provisions of Contracts entered into under and in accordance with this Framework Agreement (to include, without limitation, all obligations in relation to performance of the Services and all obligations in relation to the supply, delivery, quality and performance of Spare or Replacement Parts and associated software).

1.5 Without limitation to any of the provisions of Clause 22 of this Schedule 2 and/or the Commercial and Discounts Schedule the Supplier agrees to work with NHS Supply Chain during the Term of this Framework Agreement to achieve continuous and innovative improvements to the quality and value of the Services to achieve the most efficient and best value Services for the joint benefit of the Supplier, NHS Supply Chain, the Participating Authorities and the NHS.

1.6 The Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution.

2 NHS Supply Chain commitments

2.1 Unless otherwise set out in the Commercial and Discounts Schedule and/or a Contract, the Supplier acknowledges that:

2.1.1 there is no obligation on NHS Supply Chain or any Participating Authority to purchase any 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 NHS Supply Chain and/or any Participating Authority in respect of the total volumes or value of the Services 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 into this Framework Agreement, no form of exclusivity has been granted by NHS Supply Chain; and

2.1.4 NHS Supply Chain and/or Participating Authorities are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

3 Ordering procedure

3.1 NHS Supply Chain may enter into Contracts by placing an Order in accordance with the Ordering Procedure.

4 Reasonable assistance

4.1 Upon the written request of NHS Supply Chain or any Participating Authority, the Supplier shall provide NHS Supply Chain or such Participating Authority with all reasonable and proportionate information that it holds about the Services it supplies under this Framework Agreement to enable NHS Supply Chain and/or the Participating Authority to complete any necessary due diligence prior to the purchase by NHS Supply Chain of such Services or any connected or replacement services.

5 Supplier performance

5.1 The Supplier shall perform all Contracts entered into under this Framework Agreement in accordance with:

5.1.1 the requirements of this Framework Agreement; and

5.1.2 the provisions of the respective Contracts.

6 Business continuity

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

6.1.1 the criticality of this Framework Agreement and any Contracts to the Participating Authorities; and

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

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

6.2 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every thirty six (36) months or such other period as may be agreed between the Parties taking into account the criticality of this Framework Agreement to NHS Supply Chain and the Participating Authorities and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to NHS Supply Chain, at NHS Supply Chain'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 6.2 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to NHS Supply Chain a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

6.3 NHS Supply Chain 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 NHS Supply Chain to be relevant and appropriate, the Supplier will incorporate into the Business Continuity Plan all such suggestions made by NHS Supply Chain in respect of such Business Continuity Plan. Should the Supplier not incorporate any suggestion made by NHS Supply Chain into such Business Continuity Plan it will explain the reasons for not doing so to NHS Supply Chain.

6.4 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 NHS Supply Chain on such implementation.

6.5 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.

7 NHS Supply Chain's obligations

7.1 NHS Supply Chain 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.

7.2 NHS Supply Chain shall comply with NHS Supply Chain's Obligations, if any.

8 Contract management

8.1 Each Party shall inform the other from time to time of the contact who shall be the primary point of contact for the other Party in relation to matters arising in relation to the Framework Agreement and any Contract (**"Contract Manager"**) provided that the other party shall always have an appropriate point of contact. 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 Framework Agreement and any Contracts. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with NHS Supply Chain's Contract Managers and any of NHS Supply Chain's Staff whose role includes working on the day-to-day management of matters concerning the Framework Agreement and/or any Contract(s).

8.2 Upon request by NHS Supply Chain, each Party shall ensure that its representatives (to include, without limitation, its Contract Managers) shall attend meetings on a regular basis to discuss matters arising generally under this Framework Agreement. Meetings shall take place at intervals as may be agreed between the Parties from time to time.

8.3 At NHS Supply Chain's option, NHS Supply Chain shall make a written note of any necessary actions arising from each review meeting referred to in Clause 8.2 and shall circulate such notes to the Supplier within a reasonable time following the relevant review meeting. The Supplier shall inform NHS Supply Chain in writing of any suggested amendments to the actions within five (5) Business Days of receipt of the draft action notes. If the Supplier does not respond to NHS Supply Chain within such five (5) Business Days the actions will be deemed to be approved. Where there are any differences in interpretation of the actions, 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 Procedure set out in Clause 1.5 of the Key Provisions and Clause 22 of this Schedule 2.

8.4 The Supplier shall provide any information in relation to the Supplier's provision of the Services as NHS Supply Chain may request from time to time within seven (7) Business Days of the date of the request (or in such other time period as agreed between the Parties). The Supplier shall supply the management information to NHS Supply Chain in such form as may be specified by NHS Supply Chain and, where requested to do so, the Supplier shall also provide such information to any other Contracting Authority whose role it is to analyse such 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 NHS Supply Chain may itself provide the Third Party Body with information relating to 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.

8.5 Upon receipt of information supplied by the Supplier to NHS Supply Chain and/or the Third Party Body, or by NHS Supply Chain to the Third Party Body, the Parties hereby consent to the Third Party Body and NHS Supply Chain:

8.5.1 storing and analysing the information and producing statistics; and

8.5.2 sharing the information or any statistics produced using the information with any other Contracting Authority.

8.6 If the Third Party Body and/or NHS Supply Chain shares the information or any other information provided under Clause 8.5 of this Schedule 2, any Contracting Authority receiving the information shall, where such information is subject to obligations of confidence under this Framework Agreement and such information is provided direct by NHS Supply Chain to such Contracting Authority, be informed of the confidential nature of that information by NHS Supply Chain and shall be requested by NHS Supply Chain not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

8.7 NHS Supply Chain may make changes to the type of information which the Supplier is required to supply pursuant to clause 8.4 (above) and shall give the Supplier at least one (1) month's written notice of any changes.

9 Price and payment

Contract Price

9.1 The Contract Price for all Contracts shall be calculated as set out in the Commercial and Discounts Schedule and the payment provisions for all Contracts shall be as set out in the Call-off Terms and Conditions for the Provision of Services.

Management Fee

9.2 Subject to NHS Supply Chain submitting an Order to the Supplier, all Services ordered pursuant to this Framework Agreement are subject to a management fee (defined later in this Clause 9.2). Such Management Fee is a percentage of the Quotation Price after any applicable Discounts have been applied at the percentage applied and set out in Commercial and Discounts Schedule at Schedule 6 (the "**Management Fee**").

9.3 The Supplier shall invoice NHS Supply Chain for a sum equal to the sum set out in the relevant Purchase Order (which for the avoidance of doubt will be the Quotation Price less any applicable Discounts and the Management Fee) and NHS Supply Chain shall pay to the Supplier the sum of such invoice in accordance with the Call-Off Terms and Conditions for the Provision of the Services. The Parties may agree that the Contract Price for the Services

payable under a particular Contract is invoiced by the Supplier in instalments, in which case, the Management Fee shall also become due in instalments based on the value of each invoice.

9.4 Where the Supplier raises a query with respect to an invoice and/or the Management Fee, the Supplier and NHS Supply Chain shall liaise with each other and agree a resolution to such query within ten (10) days of the query being raised. If the Parties are unable to agree a resolution within ten (10) days the Parties shall refer to dispute resolution in accordance with Clause 22 of this Schedule 2. Notwithstanding the foregoing, in the event that (i) a query concerns a Prompt Payment Discount or (ii) the Supplier issues an invoice which is disputed by NHS Supply Chain the start date of the period in which the Prompt Payment Discount may be applied (which for the avoidance of doubt is twenty nine (29) days or less from the date of receipt of the Supplier's invoice) shall be postponed until the resolution of the query or the date on which NHS Supply Chain agrees that it has subsequently received a correct and undisputed invoice from the Supplier.

9.5 For the avoidance of doubt, neither cancellation of a Contract nor change to the scope of a Contract after a Purchase Order has been issued by NHS Supply Chain for the Services and the Supplier has submitted an invoice to NHS Supply Chain for the value of the Contract Price, shall change the value of the Management Fee paid or payable or require a refund of the Management Fee other than in the case of a manifest and proven error on the part of NHS Supply Chain in which case a proportion of the Management Fee (the amount of which shall be determined by NHS Supply Chain acting in its sole discretion) will be refunded to the Supplier.

10 Warranties

10.1 The Supplier warrants and undertakes that:

10.1.1 it will comply with the terms of all Contracts entered into under this Framework Agreement and it shall not attempt to incorporate any terms and conditions into any Contract (whether by way of a Cover Level Document or otherwise) which conflict with the terms of this Framework Agreement, the Specification and/or the Tender Response Document (unless otherwise agreed by NHS Supply Chain);

10.1.2 it will promptly respond to all requests for information regarding the Framework Agreement, the Services and any Contracts at the frequency and in the format that NHS Supply Chain may reasonably require;

10.1.3 all information included within the Supplier's response to the Specification in the Tender Response Document and all accompanying materials is accurate;

10.1.4 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;

10.1.5 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;

10.1.6 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;

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

10.1.8 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;

10.1.9 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;

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

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

10.2 The Supplier warrants that all information, data and other records and documents required by NHS Supply Chain as set out in the Specification and Tender Response Document have been submitted to NHS Supply Chain in the format and in accordance with any timescales set out in the Specification and Tender Response Document.

10.3 Unless the parties agree otherwise in writing, the Supplier warrants and undertakes to NHS Supply Chain that it shall comply with any E-Procurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable NHS Supply Chain to comply with such E-Procurement Guidance.

10.4 The Supplier warrants and undertakes that at the Commencement Date it is not and throughout the term of the Framework Agreement and any Contracts it will not be, involved in any Occasion of Tax Non-compliance.

10.5 The Supplier further warrants and undertakes to NHS Supply Chain that it will inform NHS Supply Chain in writing immediately upon becoming aware that any of the warranties set out in this Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

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

11 Intellectual Property

11.1 Subject to Clause 1.6 of Schedule 3 (below), unless otherwise agreed in writing between the Parties (such agreement not to be unreasonably withheld or delayed), the Supplier has no right to use the branding or logo(s) of NHS Supply Chain or NHS in the promotion or marketing of the Supplier's services, nor to reference the approval, support, endorsement, authorisation, certification or similar of NHS Supply Chain or NHS in relation to the Supplier's goods or services.

12 Statutory compliance

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

12.2 Without limitation to Clause 12.1 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.

13 Independence of Participating Authorities

13.1 The Supplier acknowledges that each Participating Authority is independent of one another and NHS Supply Chain and that NHS Supply Chain is not responsible or accountable for and shall have no liability whatsoever in relation to the conduct of Participating Authorities in relation to the operation of this Framework Agreement.

14 Limitation of liability

14.1 Nothing in this Framework Agreement 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 in any other circumstances where liability may not be limited or excluded under any applicable law; or

14.1.4 to make any payments agreed in accordance with Clause 9 of this Schedule 2.

14.2 Subject to Clauses 14.1 and 14.4 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 pounds (£500,000).

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

14.4 The liability of the Supplier and NHS Supply Chain under any Contracts entered into pursuant to this Framework Agreement shall be as set out in the Call-off Terms and Conditions for the Provision of Services forming part of such Contracts.

15 Insurance

15.1 Subject to Clause 15.2 of this Schedule 2 and unless otherwise confirmed in writing by NHS Supply Chain, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and product liability in accordance with Good Industry Practice with the minimum cover per claim being the greater of five million GBP £5,000,000) or any sum as required by Law, however, the Supplier acknowledges and accepts that it shall have responsibility for ensuring that it is adequately insured to cover all potential liability under this Framework Agreement and all Contracts.

15.2 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 in Clause 15.1 of this Schedule 2 on condition that such self-insurance arrangements offer the appropriate levels of protection and are approved by NHS Supply Chain in writing prior to the Commencement Date.

15.3 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.

15.4 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.

15.5 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to NHS Supply Chain that insurance arrangements taken out by the Supplier pursuant to this Clause 15 of this Schedule 2 are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

15.6 Upon the expiry or earlier termination of this Framework Agreement, the Supplier shall ensure that any ongoing 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.

16 Term and termination

16.1 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.

16.2 NHS Supply Chain shall 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 Framework Agreement would otherwise have expired, provided that the duration of this Framework Agreement shall be no longer than the total term specified in the Key Provisions.

16.3 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 any sums due under this Framework Agreement), the non-breaching Party shall, without prejudice to its other rights and remedies under this Framework Agreement, issue notice of the breach and allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Framework Agreement in accordance with Clause 16.4.1(ii) 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:

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 16.4.1(ii) 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.

16.4 Either Party may terminate this Framework Agreement forthwith by notice in writing to the other Party if such other Party:

16.4.1 commits a material breach of any of the terms of this Framework Agreement 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 has been served with at least two (2) previous breach notices as a result of any material breaches of this Framework Agreement which are capable of remedy within any twelve (12) month rolling period whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal. The twelve (12) months rolling period is the twelve (12) months immediately preceding the date of the third breach notice.

16.5 NHS Supply Chain may terminate this Framework Agreement forthwith by notice in writing to the Supplier if:

16.5.1 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;

16.5.2 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 NHS Supply Chain and NHS Supply Chain shall be entitled to withhold such consent if, in the reasonable opinion of NHS Supply Chain, the proposed change of control will have a material impact on the Supplier's ability to provide the Services or otherwise performance of this Framework Agreement or the reputation of NHS Supply Chain;

16.5.3 the Supplier purports to assign, subcontract, novate, create a trust in or otherwise transfer or dispose of this Framework Agreement in breach of Clause 28 of this Schedule 2;

16.5.4 pursuant to and in accordance with the Key Provisions and Clauses 16.6, 23.8, 25.2, 25.4 and 29.2 of this Schedule 2;

16.5.5 the Supplier is in material breach of any of the Contracts to such an extent that NHS Supply Chain terminates or has the right in the circumstances to terminate that Contract; or

16.5.6 the Supplier is in breach of Clause 10.4 of this Schedule 2.

16.6 If NHS Supply Chain, 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 subcontractor of the Supplier when compared to any information provided to and/or assessed by NHS Supply Chain 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 subcontract by the Supplier, the following process shall apply:

16.6.1 NHS Supply Chain 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 NHS Supply Chain 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 this Clause 16.6 of this Schedule 2 in accordance with any reasonable timescales specified in any such notice issued by NHS Supply Chain 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

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 22 of this Schedule 2) shall entitle, but shall not compel, NHS Supply Chain to terminate this Framework Agreement in accordance with Clause 16.4.1(i) of this Schedule 2.

Notwithstanding clause 16.7 (below), in order that NHS Supply Chain may act reasonably in exercising its discretion in accordance with Clause 16.6 of this Schedule 2, the Supplier shall provide NHS Supply Chain with reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

16.7 Without prejudice to Clause 16.6 (above), the Supplier shall (if requested to do so by NHS Supply Chain) within five (5) Business Days of each anniversary of the Commencement Date of any Contract (or at such other frequency as requested from time to time) provide a copy of a then current full Dunn & Bradstreet report (or equivalent report from an independent credit rating agency of similar standing) into the financial state (which shall include but not be limited to a financial score and/or rating, retained cash held by the Supplier, profit margins and full accounts) of the Supplier's business (the **"Report"**). NHS Supply Chain reserves the right to terminate any Contract if in its sole discretion the results of the Report could give rise to it triggering any of its rights under Clause 16.6 (above). For the purposes of this Clause 16.7, "Commencement Date" has the meaning given in the relevant Contract. Should NHS Supply Chain exercise the right of termination granted by this Clause 16.7, the Supplier shall reimburse it in full for the costs it will incur in re-procuring any contract on behalf of any Authority.

16.8 NHS Supply Chain shall be entitled to terminate this Framework Agreement on immediate written notice if:

16.8.1 this Framework Agreement is modified or amended to an extent which, in NHS Supply Chain's sole opinion, renders it substantially or materially different in character from the Framework Agreement as it was initially concluded by the Parties and such modifications or amendments would have:

(i) allowed for the admission of other candidates than those initially selected during the procurement procedure; or

(ii) allowed for the acceptance of a tender other than the Tender Response Document accepted by NHS Supply Chain; or

(iii) attracted additional participants within the procurement procedure;

16.8.2 NHS Supply Chain becomes aware that, at the time of award of this Framework Agreement, the Supplier ought to have been excluded from the procurement procedure under Regulation 57 of the Public Contracts Regulations 2015.

16.9 NHS Supply Chain has the right to terminate this Framework Agreement at any time by giving to the Supplier not less than ninety (90) days' notice of such termination in writing.

17 Consequences of expiry or earlier termination of this Framework Agreement

17.1 Upon expiry or earlier termination of this Framework Agreement, NHS Supply Chain 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.

17.2 The Supplier agrees that where this Framework Agreement has been terminated properly in accordance with Clause 16 of this Schedule 2 it shall not be entitled to make a claim against NHS Supply Chain in relation to costs incurred in the provision of the Services which do not form part of the Contract Price paid or payable by NHS Supply Chain.

17.3 The Supplier shall cooperate fully with NHS Supply Chain or, as the case may be, any replacement supplier during any re-procurement and handover period or novation of the Framework Agreement or any Contract 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 and signing any documents, as reasonably required by NHS Supply Chain to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.

17.4 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.

17.5 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 Suspension of Supplier's appointment

18.1 Without prejudice to NHS Supply Chain's rights to terminate this Framework Agreement, if a right for NHS Supply Chain to terminate this Framework Agreement arises (irrespective of whether the circumstances leading to such right are capable of remedy) in accordance with Clause 16 of this Schedule 2, NHS Supply Chain may suspend the Supplier's appointment to receive new Orders under this Framework Agreement immediately by giving notice in writing to the Supplier.

18.2 If NHS Supply Chain provides notice to the Supplier in accordance with Clause 18.1 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 NHS Supply Chain in writing from time to time provided that such suspension shall be lifted if:

18.2.1 the circumstances leading to NHS Supply Chain's right to terminate this Framework Agreement have been remedied;

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

18.2.3 NHS Supply Chain exercises its rights to terminate this Framework Agreement in accordance with Clause 16 of this Schedule 2.

19 Complaints process

19.1 The Supplier shall notify NHS Supply Chain of any formal written complaint made by a Participating Authority relating to the Supplier's noncompliance with any of its obligations under any Contract (including but not limited to non-compliance with the Specification, Tender Response Document and/or Cover Level Document) within two (2) Business Days of the Supplier becoming aware of such complaints (or in such other time period as agreed between the Parties (such agreement not to be unreasonably withheld, delayed or conditioned)).

19.2 Without prejudice to any rights and remedies that NHS Supply Chain and/or the Participating Authority may have under the relevant Contract and/or 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.

19.3 Within two (2) Business Days of a written request by NHS Supply Chain (or in such other time period as agreed between the Parties (such agreement not to be unreasonably withheld, delayed or conditioned)), the Supplier shall provide further reasonable details of the complaint to NHS Supply Chain, including details of the steps being taken to progress its resolution and, following its resolution, details of how and when the complaint was resolved.

20 Sustainable development

20.1 The Supplier shall comply in all material respects with applicable environmental and social Law requirements in force from time to time in relation to the 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. Without prejudice to the generality of the foregoing, the Supplier shall:

20.1.1 comply with all Policies and/or procedures and requirements set out in the Specification in relation to any stated environmental and social requirements, characteristics and impacts of the Services and the Supplier's ability to provide the Services;

20.1.2 maintain relevant policy statements documenting the Supplier's significant social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and

20.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant social and environmental policies, as referred to in Clause 20.1.2 of this Schedule 2.

20.2 Without prejudice to Clause 20.1 of this Schedule 2 and unless otherwise agreed between the Parties in writing and signed, the Supplier shall comply with all EU GPP Guidance as applicable to the Services.

20.3 The Supplier shall meet reasonable requests by NHS Supply Chain for information evidencing the Supplier's compliance with the provisions of this Clause 20 of this Schedule 2.

21 Change management

21.1 The Supplier acknowledges to NHS Supply Chain that the requirements for the 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, any Cover Level Document and/or the Tender Response Document, as may be requested by NHS Supply Chain from time to time.

21.2 Subject to Clause 21.3 of Schedule 2, any change to the 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.

21.3 Where a change in Law has occurred, or will occur, in relation to the Data Protection Legislation NHS Supply Chain may amend the applicable provisions of this Framework Agreement and/or the Call Off Terms and Conditions, to the extent that it deems reasonably necessary in the circumstances, by giving the Supplier no less than 30 days' notice of such amendments.

21.4 The Supplier acknowledges and agrees to give at least three (3) months' prior written notice of any change to the terms used to describe the cover levels that it is obliged to meet in its relationships with all relevant Participating Authorities.

22 Dispute resolution

22.1 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 NHS Supply Chain requests in writing that the Supplier does not do so).

22.2 In the case of a dispute arising out of or in connection with this Framework Agreement the Supplier and NHS Supply Chain 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 22.3 of this Schedule 2 before commencing court proceedings.

22.3 If any dispute arises out of the Framework Agreement either Party may serve a notice on the other Party to commence formal resolution of the dispute. Level 1 of the management levels of the dispute as set out in Clause 1.5 of the Key Provisions will commence on the date of service of the dispute notice. Respective representatives, as set out in Clause 1.5 of the Key Provisions, shall have five (5) Business Days at each level to resolve the dispute before escalating the matter to the next level as appropriate (or in such other time period as agreed between the Parties).

22.4 If the procedure set out in Clause 22.3 of this Schedule 2 above fails to resolve such dispute, the Parties will attempt to settle it by mediation either: (a) with the Centre for Effective Dispute Resolution ("**CEDR**"); or (b) if agreed in writing by the Parties, with any other alternative mediation organisation, using the respective model procedures of CEDR or such other mediation organisation.

22.5 To initiate mediation a Party shall:

22.5.1 give notice in writing ("**Mediation Notice**") to the other Party requesting mediation of the dispute; and

22.5.2 send a copy of the Mediation Notice to CEDR or an equivalent mediation organisation as agreed by the Parties asking them to nominate a mediator if the Parties are not able to agree such appointment by negotiation.

22.6 Neither Party may issue a Mediation Notice until the process set out in Clause 22.3 of this Schedule 2 has been exhausted.

22.7 The mediation shall commence within twenty eight (28) days of the Mediation Notice being served. Neither Party will terminate such mediation until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. Neither Party will commence legal proceedings against the other until thirty (30) days after such mediation of the dispute in question has failed to resolve the dispute. NHS Supply Chain and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

22.8 Nothing in this Framework Agreement shall prevent:

22.8.1 NHS Supply Chain taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or

22.8.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients or the security of Confidential Information, pending resolution of the relevant dispute in accordance with the CEDR or other mediation organisation procedure.

22.9 This Clause 22 of this Schedule 2 shall survive the expiry of or earlier termination of this Framework Agreement for any reason.

23 Force majeure

23.1 Subject to Clause 23.2 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.

23.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 23 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:

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

23.2.2 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

23.2.3 the Supplier has complied with the procedural requirements set out in this Clause 23 of this Schedule 2.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

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

23.9 Following termination in accordance with Clause 23.8 of this Schedule 2 and subject to Clause 23.10 of this Schedule 2, neither Party shall have any liability to the other.

23.10 Any rights and liabilities of either Party which accrued prior to termination in accordance with Clause 23.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Framework Agreement.

24 Records retention and right of audit

24.1 Subject to any statutory requirement and Clause 24.2 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.

24.2 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.

24.3 NHS Supply Chain shall have the right to audit the Supplier's compliance with this Framework Agreement. The Supplier shall permit or procure permission for NHS Supply Chain 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.

24.4 Should the Supplier subcontract any of its obligations under this Framework Agreement, NHS Supply Chain shall have the right to audit and inspect such third party in the event of a breach of such obligations. The Supplier shall use all reasonable endeavours to procure permission for NHS Supply Chain 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 subcontracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany NHS Supply Chain or its authorised representative if requested.

24.5 The Supplier shall grant to NHS Supply Chain 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:

24.5.1 the examination and certification of NHS Supply Chain's accounts; or

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

24.6 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 24 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under section 6(3)(d) and 6(5) of the National Audit Act 1983.

24.7 The Supplier shall provide reasonable cooperation to NHS Supply Chain, 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.

24.8 The Supplier shall provide all information as may be reasonably requested by NHS Supply Chain to evidence the Supplier's compliance with the requirements of this Framework Agreement.

25 Conflicts of interest and the prevention of fraud

25.1 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 NHS Supply Chain, 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 NHS Supply Chain under the provisions of this Framework Agreement. The Supplier will disclose to NHS Supply Chain full particulars of any such conflict of interest which may arise.

25.2 NHS Supply Chain 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 NHS Supply Chain, 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 NHS Supply Chain under the provisions of this Framework Agreement. The actions of NHS Supply Chain pursuant to this Clause 25.2 of this Schedule 2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to NHS Supply Chain.

25.3 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 NHS Supply Chain immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

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

26 Equality and human rights

26.1 The Supplier shall:

26.1.1 ensure that (a) it does not, whether as employer or as provider of the 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 provider of the 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;

26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with NHS Supply Chain in light of NHS Supply Chain'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 NHS Supply Chain 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

26.1.3 the Supplier shall impose on all its subcontractors and suppliers, obligations substantially similar to those imposed on the Supplier by this Clause 26 of this Schedule 2.

26.2 The Supplier shall notify the NHS Supply Chain of any investigation of or proceedings against the Supplier under the Equality Legislation as soon as reasonably practicable and within five (5) Business Days of knowledge of the relevant investigation or service of proceedings (as applicable). The Supplier shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.

26.3 The Supplier shall indemnify NHS Supply Chain against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NHS Supply Chain arising out of or in connection with any breach or alleged breach of the Equality Legislation by the Supplier, its agents, employees or Sub-contractors.

26.4 The Supplier shall meet reasonable requests by NHS Supply Chain for information evidencing the Supplier's compliance with the provisions of this Clause 26 of this Schedule 2.

27 Notice

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

27.2 A notice shall be treated as having been received:

27.2.1 if delivered by hand within Normal Business Hours when so delivered or, if delivered by hand outside Normal Business Hours, at the next start of Normal Business Hours; or

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

27.2.3 if sent by email, if sent within Normal Business Hours when so sent or, if sent outside Normal Business Hours, at the next start of Normal Business Hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

28 Assignment, novation and subcontracting

28.1 The Supplier shall not subcontract, novate, create a trust in, or in any other way dispose of the whole or any part of this Framework Agreement to any other party (including but not limited to another member of its Group) without the prior consent in writing of NHS Supply Chain (and at

the sole discretion of NHS Supply Chain to the Participating Authority), such consent not to be unreasonably withheld or delayed. If the Supplier subcontracts any of its obligations under this Framework Agreement, every act or omission of the subcontractor 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 NHS Supply Chain as if such act or omission had been committed or omitted by the Supplier itself. If the Supplier assigns any of its rights under this Framework Agreement it shall notify NHS Supply Chain in Writing in advance of such assignment of the name of the proposed assignee.

28.2 Any authority given by NHS Supply Chain for the Supplier to subcontract any of its obligations under this Framework Agreement shall not impose any duty on NHS Supply Chain to enquire as to the competency of any authorised subcontractor. The Supplier shall ensure that any authorised subcontractor has the appropriate competency, capability and capacity to perform the relevant obligations and that the obligations carried out by such subcontractor are fully in accordance with this Framework Agreement.

28.3 NHS Supply Chain shall upon written request have the right to review any subcontract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any subcontract within five (5) Business Days of the date of a written request from NHS Supply Chain. For the avoidance of doubt, the Supplier shall have the right to redact any confidential information in relation to such copies of subcontracts.

28.4 NHS Supply Chain may at any time transfer, assign, novate, subcontract 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 further acts as may be required to effect such transfer, assignment, novation, subcontracting or disposal. If NHS Supply Chain 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 NHS Supply Chain shall not further transfer, assign, novate, subcontract 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.

29 Prohibited Acts

29.1 The Supplier warrants and represents that:

29.1.1 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 NHS Supply Chain 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 NHS Supply Chain or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with NHS Supply Chain; 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 NHS Supply Chain; and

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

29.2 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 NHS Supply Chain:

29.2.1 NHS Supply Chain 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;

29.2.2 any termination under Clause 29.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to NHS Supply Chain; and

29.2.3 notwithstanding Clause 22 of this Schedule 2, any dispute relating to:

(i) the interpretation of this Clause 29 of this Schedule 2; or

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

shall be determined by NHS Supply Chain, acting reasonably, and the decision shall be final and conclusive.

Modern slavery

29.3 The Supplier represents and warrants that at the Commencement Date of this Framework Agreement that neither the Supplier, nor any of its officers and employees:

29.3.1 have been convicted of any offence involving slavery and human trafficking; and

29.3.2 having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

29.4 The Supplier shall implement due diligence procedures for its subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

29.5 If required by NHS Supply Chain, the Supplier shall prepare and deliver to NHS Supply Chain, a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

30 General

30.1 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.

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

30.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Framework Agreement or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

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

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

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

30.7 The rights and remedies provided in this Framework Agreement are cumulative and not exclusive of any rights or remedies provided by general law, or by any other contract or document. In this Clause 30.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.

30.8 No persons other than the Parties to this Framework Agreement and any Participating Authorities shall have the right to enforce the terms of this Framework Agreement which confer a benefit on such person, nor shall any persons other than the Parties to this Framework Agreement be entitled to object to or be required to consent to any amendment to the provisions of this Framework Agreement.

30.9 This Framework Agreement, any variation in writing signed by an authorised representative of each Party and any document referred to explicitly in this Framework Agreement or any variation to this Framework Agreement, contain the entire understanding between the Supplier and NHS Supply Chain 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. 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.

30.10 Subject to Clause 22 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Framework Agreement or its subject matter.

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

30.12 Each Party agrees to sign this Framework Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of each Party's intention to be bound by this Framework Agreement as if signed by each Party's manuscript signature.

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 in accordance with the Government's Transparency Agenda (including but not limited to the Transparency Guidance) and/or 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 NHS Supply Chain may disclose the Supplier's Confidential Information:

1.3.1 on a confidential basis, to any 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 NHS Supply Chain and/or the Contracting Authority receiving such information;

1.3.3 to any relevant party for the purpose of the examination and certification of NHS Supply Chain'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 NHS Supply Chain 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 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 purpose of this Framework Agreement, references to disclosure "on a confidential basis" shall mean NHS Supply Chain making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3.

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

1.5 Nothing in this Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing the Confidential Information to its Group companies, provided that the Recipient procures that such Group companies comply with this Clause 1 of this Schedule 3 as if each reference to the Recipient in this Clause 1 of this Schedule 3 is a reference to any such Group company receiving the Confidential Information.

1.6 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 NHS Supply Chain (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 NHS Supply Chain and/or make any other announcements about this Framework Agreement.

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

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

1.7.2 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 under or in connection with this Framework Agreement, the Parties shall comply with the Data Protection Protocol at Appendix 1 to this Schedule 3.

2.3 The Supplier and NHS Supply Chain 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 NHS Supply Chain 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 any Personal Data is Processed by any subcontractor of the Supplier in connection with this Framework Agreement, the Supplier shall procure that such subcontractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3, as if such subcontractor were the Supplier.

2.5 The Supplier shall indemnify and keep NHS Supply Chain 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 NHS Supply Chain 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 NHS Supply Chain's behalf for the purposes of this Framework Agreement are subject to the obligations and commitments of NHS Supply Chain 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 NHS Supply Chain;

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 and Environmental Regulations it will liaise with NHS Supply Chain 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 NHS Supply Chain;

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 NHS Supply Chain) and will promptly (and in any event within two (2) Business Days) transfer the request to NHS Supply Chain;

3.2.5 that NHS Supply Chain, 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 NHS Supply Chain 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 NHS Supply Chain 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, NHS Supply Chain 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 NHS Supply Chain's absolute discretion.

3.6 The Supplier shall assist and cooperate with NHS Supply Chain to enable NHS Supply Chain to publish this Framework Agreement and shall comply with the Transparency Guidance if and when applicable.

3.7 Where any information is held by any subcontractor of the Supplier in connection with this Framework Agreement, the Supplier shall procure that such subcontractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such subcontractor 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 NHS Supply Chain 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 NHS Supply Chain'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 NHS Supply Chain and shall provide full information as may be reasonably requested by NHS Supply Chain in relation to such audits, investigations and assessments.

4.2 The Supplier must and agrees to obtain and maintain certification under the HM Government Cyber Essentials Scheme at the appropriate level as applicable to the provision of the Services.

4.3 Where access to patient data and/or NHS systems is required, in order for the Supplier to supply Services, the Supplier must comply with all applicable standards and requirements set by NHS Digital (or any successor body) that are in force from time to time. As at the Commencement Date this includes (without limitation) completion of NHS Digital's 'Data Security and Protection Toolkit' and maintenance of a published 'Standards Met' status.

Appendix 1 to Schedule 3

DATA PROTECTION PROTOCOL

A. TABLE A – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the Processing	[to be completed before the Framework Agreement is issued for signature]
Duration of the Processing	[to be completed before the Framework Agreement is issued for signature]
Nature and purposes of the Processing	[to be completed before the Framework Agreement is issued for signature]
Type of Personal Data	[to be completed before the Framework Agreement is issued for signature]
Type of special category data and/or criminal records data being Processed	[to be completed before the Framework Agreement is issued for signature]
Categories of Data Subject	[to be completed before the Framework Agreement is issued for signature]
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	[to be completed before the Framework Agreement is issued for signature]

B. DEFINITIONS

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Call-off Terms and Conditions shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

"Controller" or "Data Controller"	shall have the same meaning as set out in the Data Protection Legislation;

"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Framework Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach**;**
"**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**" and **"Data Subject**"	shall have the same meanings as set out in the Data Protection Legislation;
"**Data Subject Access 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.
"**Personal Data Breach**"	shall have the same meaning as set out in the Data Protection Legislation;
"Processor" or "Data Processor"	shall have the same meaning as set out in the Data Protection Legislation;
"**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, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Protocol" or "Data Protection Protocol"	means this Data Protection Protocol (at Appendix 1 to Schedule 3);
"**Sub-processor"**	means any third party appointed to Process Personal Data on behalf of the Supplier related to this Framework Agreement.

C. OPERATIVE PROVISIONS

1 Data Protection

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, NHS Supply Chain is the Controller and the Supplier is the Processor. The only Processing that the Supplier is authorised to do is listed in Table A of this Protocol by NHS Supply Chain and may not be determined by the Supplier.

1.2 The Supplier shall notify NHS Supply Chain immediately if it considers that any of NHS Supply Chain's instructions infringe the Data Protection Legislation.

1.3 The Supplier shall provide all reasonable assistance to NHS Supply Chain in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of NHS Supply Chain, include:

1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

1.3.2 a systematic description of the envisaged Processing operations and the purpose of the Processing;

1.3.3 an assessment of the necessity and proportionality of the Processing operations in relation to the relevant Services;

1.3.4 an assessment of the risks to the rights and freedoms of Data Subjects; and

1.3.5 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 the Framework Agreement:

1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify NHS Supply Chain before Processing the Personal Data unless prohibited by Law;

1.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by NHS Supply Chain as appropriate to protect against a Data Loss Event having taken account of the:

(1) nature of the data to be protected;

(2) harm that might result from a Data Loss Event;

(3) state of technological development; and

(4) cost of implementing any measures;

1.4.3 ensure that:

(1) the Staff do not Process Personal Data except in accordance with this Framework Agreement (and in particular Table A of this Protocol);

(2) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

(1) are aware of and comply with the Supplier's duties under this Protocol;

(2) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

(3) 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 NHS Supply Chain or as otherwise permitted by this Framework Agreement; and

(4) have undergone adequate training in the use, care, protection and handling of Personal Data;

1.4.4 not transfer Personal Data outside of the United Kingdom unless the prior written consent of NHS Supply Chain has been obtained and the following conditions are fulfilled:

(1) NHS Supply Chain or the Supplier has provided appropriate safeguards in relation to the transfer (as determined by NHS Supply Chain);

(2) the Data Subject has enforceable rights and effective legal remedies;

(3) 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 NHS Supply Chain in meeting its obligations); and

(4) the Supplier complies with any reasonable instructions notified to it in advance by NHS Supply Chain with respect to the Processing of the Personal Data;

1.4.5 at the written direction of NHS Supply Chain, delete or return Personal Data (and any copies of it) to NHS Supply Chain on termination or expiry of the Framework Agreement 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 NHS Supply Chain immediately if it:

1.5.1 receives a Data Subject Access Request (or purported Data Subject Access 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 Framework Agreement;

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 NHS Supply Chain in phases, as details become available.

1.7 Taking into account the nature of the Processing, the Supplier shall provide NHS Supply Chain with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by NHS Supply Chain) including by promptly providing:

1.7.1 NHS Supply Chain with full details and copies of the complaint, communication or request;

1.7.2 such assistance as is reasonably requested by NHS Supply Chain to enable NHS Supply Chain to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

1.7.3 NHS Supply Chain, at its request, with any Personal Data it holds in relation to a Data Subject;

1.7.4 assistance as requested by NHS Supply Chain following any Data Loss Event;

1.7.5 assistance as requested by NHS Supply Chain with respect to any request from the Information Commissioner's Office, or any consultation by NHS Supply Chain with the Information Commissioner's Office.

1.8 Where, as a requirement of this Framework Agreement, the Supplier is Processing Personal Data relating to patients and/or service users as part of the Services supplied, the Supplier shall:

1.8.1 complete and publish an information governance assessment using NHS Digital's 'Data Security and Protection Toolkit';

1.8.2 achieve and maintain a minimum 'standards met' performance against all requirements in the relevant NHS Digital's 'Data Security and Protection Toolkit';

1.8.3 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;

1.8.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and/or the NHS England and/or NHS Digital guidelines;

1.8.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;

1.8.6 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);

1.8.7 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 Framework Agreement;

1.8.8 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;

1.8.9 at all times comply with any information governance requirements and/or processes as may be set out in the Framework Agreement and the Framework Agreement; and

1.8.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by NHS Supply Chain from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

1.9 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:

1.9.1 NHS Supply Chain determines that the Processing is not occasional;

1.9.2 NHS Supply Chain determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and

1.9.3 NHS Supply Chain determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.10 The Supplier shall allow for audits of its Processing activity by NHS Supply Chain or NHS Supply Chain's designated auditor.

1.11 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

1.12 Before allowing any Sub-processor to Process any Personal Data related to this Framework Agreement, the Supplier must:

1.12.1 notify NHS Supply Chain in writing of the intended Sub-processor and Processing;

1.12.2 obtain the written consent of NHS Supply Chain;

1.12.3 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

1.12.4 provide NHS Supply Chain with such information regarding the Sub-processor as NHS Supply Chain may reasonably require.

1.13 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

1.14 The Authority may, at any time on not less than 30 Business 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 Framework Agreement).

1.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Supplier amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.16 The Supplier shall comply with any further instructions with respect to Processing issued by NHS Supply Chain by written notice. Any such further written instructions shall be deemed to be incorporated into Table A above from the date at which such notice is treated as having been received by the Supplier in accordance with Clause 27 of Schedule 2 of the Framework Agreement (General Terms and Conditions).

2 Subject to Clauses 1.8.10, 1.14, 1.15 and 1.16 of this Protocol and Clause 21.3 of Schedule 2 of the Framework Agreement (General Terms and Conditions) 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 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 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 Provision of Services are as set out at Appendix A of this Framework Agreement.

"Annual Contract"	means a Contract with a Term of twelve (12) months;
"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 any Force Majeure Event;
"Business Continuity Plan"	means the Supplier's business continuity plan which includes its plans for continuity of the provision of the 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 unless stated otherwise in a Contract;
"Call-off Terms and Conditions for the Provision of Services", "Call-off Terms and Conditions" or "Call-off Terms"	means the call-off terms and conditions as set out at Appendix A of this Framework Agreement forming part of the Contracts placed under this Framework Agreement;
"Clause"	means a clause of this Framework Agreement;
"Codes of Practice"	shall have the meaning given to it in Clause 1.2 of Schedule 3;
"Commencement Date"	means 01st October 2022;
"Commercial and Discounts Schedule"	means the document set out at Schedule 6;
"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 or Sensitive 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 NHS Supply Chain's intranet;
"Contract"	means any contract entered into under this Framework Agreement with the Supplier by NHS Supply Chain on behalf of a Participating Authority as further defined in the Call-off Terms and Conditions for the Provision of Services;
"Contracting Authority"	means any contracting authority as defined in regulation 3 of the Public Contracts Regulations 2015 (as amended from time to time), other than NHS Supply Chain;
"Contract Manager"	shall have the meaning given in Clause 8.1 of Schedule 2;
"Contract Commencement Date"	means the date on which the Services shall commence as set out in the Purchase Order or as otherwise agreed in writing between the Parties;
"Contract End Date"	means the date of expiry or termination of a Contract;
"Contract Price"	means the price exclusive of VAT that is payable to the Supplier by NHS Supply Chain under any Contract for the full and proper performance by the Supplier of its obligations under such Contract (as calculated in accordance with the provisions of the Commercial and Discounts Schedule) and as confirmed in the relevant Purchase Order relating to the particular Contract and which for the avoidance of doubt shall be based on the Quotation Price less (i) any applicable Discounts and (ii) Management Fee;
"Cover Level Document"	means a document issued by NHS Supply Chain and agreed by the Parties (prior to the issue of a Purchase Order) which includes details of the specific Services to be provided by the Supplier to the relevant Participating Authority;
"Data Controller" or "Controller"	shall have the same meaning as set out in the Data Protection Legislation;
"Data Processor" or "Processor"	shall have the same meaning as set out in the Data Protection Legislation;
"Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
"Data Subject"	shall have the same meaning as set out in the Data Protection Legislation;

"Discounts"	means together any Framework Discount, Multi Year Annual Discount, Multi Year Full Discount, Point of Sale Annual Discount and Point of Sale Full Discount;
"Dispute Resolution Procedure"	means the process for resolving disputes as set out in Clause 22 of Schedule 2;
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & 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;
"Environmental Regulations"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"E-Procurement Guidance"	means the NHS E-Procurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health 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 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
"EU GPP Guidance"	the guidance in relation to EU Green Procurement as may be amended or updated from time to time, available via: http://ec.europa.eu/environment/gpp/gpp_criteria_en.htm and all supplemental guidance;
"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: (d) pandemic, 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; (e) acts of terrorism;

	(f) flood, storm or other natural disasters; (g) fire; (h) 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; (i) compliance with any local law or governmental order, rule, regulation or direction that could not have been reasonably foreseen; and (j) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any subcontractor of the Supplier.
"Framework Agreement"	means the form of framework agreement at the front of this document and all schedules attached to the form of framework agreement;
"Framework Discount"	means a percentage discount offered to any Participating Authority in respect of whom NHS Supply Chain places an Order for either a Pro Rata Contract, an Annual Contract, a Multi Year Annual Contract, a Multi Year Full Contract, a Point of Sale Annual Contract or Point of Sale Full Contract with the Supplier for a Contract subject to and in accordance with the following: (a) this discount will be applied to the Quotation Price as detailed in the Commercial and Discounts Schedule; (b) or in the event that the Supplier has submitted a quotation directly to the Participating Authority this discount will be applied as detailed in Clause 2.4 of Schedule 6 (Commercial and Discounts Schedule); and (c) this discount will be passed on in full to the Participating Authority;
"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: (i) the legislation in Part 5 of the Finance Act 2013; and (ii) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced

	supplier engaged in the provision of the Services and/or services similar to the 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 the goods to which the Services apply;
"Group"	means in relation to a Party, that Party, any subsidiary or holding company from time to time of that Party, and any subsidiary from time to time of a holding company of that Party and holding company and subsidiary company shall have the meaning given in Section 1159 of the Companies Act 2006;
"Guidance"	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the 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 & Social Care, Monitor, NHS England/NHS Improvement, NHSX, NHS Digital, the Medicines and Healthcare Products Regulatory Agency, the Information Commissioner, the Care Quality Commission, any successor body of the foregoing and/or any other regulator or competent body;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Intellectual Property Rights"	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
"Key Provisions"	means the key provisions (including any used Optional Key Provisions) set out in Schedule 1;
"Law"	means: (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (b) any directly applicable or directly effective European Union directive, regulation, decision or law; (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; and (f) any applicable code of practice, in each case as applicable in England and Wales;

"Lot"	means the lot(s) set out in the Specification at Schedule 5(a) as applicable to the procurement of this Framework Agreement;
"Management Fee"	has the meaning given under Clause 9.2 of Schedule 2;
"Mediation Notice"	has the meaning given under Clause 22.5.1 of Schedule 2;
"Multi-Option Quotation"	means a quotation provided in respect of the maintenance of thirteen (13) or more pieces of the Participating Authority's equipment or multiple options (such options to include but not be limited to cover levels and suppliers) and in accordance with Clause 2 of Schedule 7 (Ordering Procedure) and which shall include the details listed in Clause 3 of Schedule 7 (Ordering Procedure) and which shall be provided by the Supplier within the timescales set out in Clause 4 of Schedule 7 (Ordering Procedure) and be based on the template set out at Appendix 2 to Schedule 7 unless otherwise agreed between the Parties;
"Multi Year Annual Discount"	means a percentage discount offered (in addition to the Framework Discount) to any Participating Authority in respect of whom NHS Supply Chain places an Order with the Supplier for a Multi Year Annual Contract subject to the and in accordance with the following: (d) this discount shall be applied in respect of each year of the relevant Contract; (e) this discount will be applied AFTER the Framework Discount has been applied to the Quotation Price for each year of the Contract Term as detailed in Schedule 6 (Commercial and Discounts Schedule); or (f) in the event that the Supplier has submitted a quotation directly to the Participating Authority this discount will be applied in respect of each year of the Contract term as detailed in Clause 2.4 of Schedule 6 (Commercial and Discounts Schedule); and (g) this discount will be passed on to the Participating Authority in full for each year of the Contract in respect of which it is applied.
"Multi Year Annual Contract"	means a Contract with a term of two (2) or more years under which the Contract Price will be paid on an annual basis;
"Multi Year Full Contract"	means a Contract with a Term of two (2) or more years under the Contract Price is paid for in full in the first year of the Contract;
"Multi Year Full Discount"	means a percentage discount offered (in addition to the Framework Discount) to any Participating Authority in respect of whom NHS Supply Chain places an Order with the Supplier for a Multi Year Full Contract subject to and in accordance with the following: (a) this discount is applied in respect of each year of the relevant Contract;

	(b) this discount will be applied AFTER the Framework Discount has been applied to Quotation Price for each year of the Contract as detailed in Schedule 6 (Commercial and Discounts Schedule); or (c) in the event that the Supplier has submitted a quotation directly to the Participating Authority this discount will be applied in for each year of the Contract term as detailed in Clause 2.4 of Schedule 6 (Commercial and Discounts Schedule); and (d) this discount will be passed on to the Participating Authority in full for each year of the Contract in respect of which it is applied;
"NHS"	means the National Health Service;
"NHS Constitution"	means the constitution of the NHS dated 26 March 2013 (as supplemented or amended from time to time);
"NHS Supply Chain's Obligations"	means NHS Supply Chain's further obligations, if any, referred to in the Specification and Tender Response Document;
"Normal Business Hours"	means 09:00 hours to 17:00 hours;
"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 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 Effective Date or to a civil penalty for fraud or evasion;
"Ordering Procedure"	means the procedure enabling NHS Supply Chain to order and enter into Contracts for Services under this Framework Agreement in accordance with Schedule 7;
"Orders"	means orders for the Services placed under this Framework Agreement pursuant to a Purchase Order;

"Parking Charges"	means any parking charges incurred during the time period in which a service engineer who is employed or engaged by the Supplier parks his/her motorised vehicle in a car park owned or operated by or on behalf of the Participating Authority for the purpose of providing the Services on behalf of the Supplier;
"Participating Authority"	has the meaning given in Clause 1.7 of Schedule 1;
"Party"	means NHS Supply Chain or the Supplier as appropriate and Parties means both NHS Supply Chain and the Supplier;
"Personal Data"	means personal data as defined in the Data Protection Legislation;
"Point of Sale Annual Contract"	means a Contract with a Term of between two (2) and ten (10) years under which the Contract Price will be paid on an annual basis;
"Point of Sale Annual Discount"	means a percentage discount offered (in addition to the Framework Discount) to any Participating Authority in respect of whom NHS Supply Chain places an Order with the Supplier for a Point of Sale Annual Contract subject to and in accordance with the following: (a) this discount is applied in respect of each year of the Contract; (b) unless otherwise agreed, this discount will be applied after the Framework Discount has been applied to the Quotation Price as detailed in Schedule 6 (Commercial and Discounts Schedule); (c) in the event that the Supplier has submitted a quotation directly to the Participating Authority and unless otherwise agreed this discount will be applied in respect of each year of the Contract term as detailed in Clause 2.4 of Schedule 6 (Commercial and Discounts Schedule); and (d) this discount will be passed on to the Participating Authority in full in respect of each year of the Contract.
"Point of Sale Full Contract"	means a Contract with a Term of between two (2) and ten (10) years under which the Contract Price is paid for in full in the first year of the Contract;
"Point of Sale Full Discount"	means a discount offered (in addition to the Framework Discount) to any Participating Authority in respect of whom NHS Supply Chain places an order with the Supplier for a Point of Sale Maintenance Contract subject to and in accordance with the following: (a) this discount is applied in respect of each year of the relevant Contract; (b) unless otherwise agreed, this discount will be applied after the Framework Discount has been applied to the Quotation Price for each year of the Term as detailed in Schedule 6 (Commercial and Discounts Schedule); (c) in the event that the Supplier has submitted a quotation directly to the Participating Authority and unless otherwise agreed this

	discount will be applied in respect of each year of the contract term as detailed in Clause 2.4 of Schedule 6 (Commercial and Discounts Schedule); and (d) this discount will be passed on to the Participating Authority in full in respect of each year of the Contract.
"Point of Sale Maintenance Contract"	means a Point of Sale Annual Contract or a Point of Sale Full Contract that is (i) entered into by NHS Supply Chain on the Participating Authority's behalf and the Supplier at the point of purchase of the relevant Goods or (ii) is entered into within an agreed grace period (being thirty (30) days or such longer time period as agreed between the Parties) from the date of the installation/clinical acceptance of the relevant Goods;
"Policies"	means the policies, rules and procedures of NHS Supply Chain as notified to the Supplier from time to time;
"Process"	has the meaning given to it under the Data Protection Legislation and, for the purposes of this Framework Agreement, it shall include both manual and automatic processing. Processing and Processed shall be construed accordingly;
"Prompt Payment Discount"	means the percentage discount offered by the Supplier to NHS Supply Chain in return for the full payment of its invoice where such payment is made (i.e. when the Supplier is in receipt of cleared funds in its bank account) in twenty nine (29) days or less) from the date of receipt of such invoice subject to and in accordance with the following: (a) this discount shall be retained by NHS Supply Chain and for the avoidance of doubt will not be passed onto the Participating Authority; (b) this discount will be will be reconciled with the Supplier on a quarterly in arrears basis and the Supplier will issue a credit note to NHS Supply Chain for the full value of such reconciliation;
"Prohibited Acts"	has the meaning given under Clause 29.1.1 of Schedule 2;
"Pro Rata Contract"	means a Contract of less than 12 months or up to two years in duration that is not an Annual Contract, a Multi Year Annual Contract or a Multi Year Full Contract;
"Purchase Order"	means a purchase order form on which Orders are to be placed, a template form of which is at Appendix 1 to Schedule 7, which shall set out as a minimum the relevant Contract Price
"Quotation"	means a Simple Quotation or a Multi-option Quotation provided in accordance with Clause 2 of Schedule 7 (Ordering Procedure) and which shall include the details listed in Clause 3 of Schedule 7 (Ordering Procedure) and be based on the template set out at Appendix 2 to Schedule 7 unless otherwise agreed between the Parties;

"Quotation Price"	means the price submitted by the Supplier to NHS Supply Chain based on the requirements of the Participating Authority and set out on a Simple Quotation and or a Multi Option Quotation;
"Remedial Proposal"	has the meaning given under Clause 16.3 of Schedule 2;
"Schedule"	means a schedule of this Framework Agreement;
"Services"	means the maintenance, repair and calibration services to be provided by the Supplier to the Participating Authority in each case , as may be set out in the Purchase Order, in accordance with the Specification, this Framework Agreement and the Tender Response Document, and as may be more particularly described in the Cover Level Document;
"Simple Quotation"	means a quotation in respect of the maintenance of up to twelve (12) pieces of the participating Authority's equipment, a single cover level and single supplier provided in accordance with Clause 2 of Schedule 7 (Ordering Procedure) and which shall include the details listed in Clause 3 of Schedule 7 (Ordering Procedure) and which shall be provided in accordance with the timescales set out in Clause 4 of Schedule 7 (Ordering Procedure) and be based on the template set out at Appendix 2 to Schedule 7 unless otherwise agreed between the Parties;
"Spare or Replacement Parts"	means any parts provided as part of the Services to repair and/or upgrade the Goods;
"Special Discount"	means discounts that the Supplier may wish to offer to and agree with a Participating Authority on a case by case basis subject to and in accordance with the following: (a) this discount shall be applied either before or after any Discount has been applied (as agreed between NHS Supply Chain and the Supplier prior to NHS Supply Chain issuing a Quotation to the Participating Authority); (b) examples of such discounts include but are not limited to (i) risk profile discounts, which are discounts offered to a Participating Authority based on the number of repairs carried out in the previous Contract year, i.e. the higher the number, the lower the percentage applied (ii) first line discounts which are discounts offered to a participating Authority that chooses to take up "Collaborative (First Line Cover)" as referred to in the Specification or (iii) on time Renewal Discounts which are discounts offered to a Participating Authority that renews a Contract within a pre-determined criteria related to the expiry of an existing Contract;
"Specification"	means the document set out in Schedule 5(a) as amended and/or updated in accordance with this Framework Agreement;
"Staff"	means all persons employed or engaged by the Supplier to perform its obligations under this Framework Agreement including any subcontractors and person employed or engaged by such subcontractors;

“Supplier”	means the supplier named on the form of Framework Agreement on the first page;
“Tender Response Document”	means the document set out in Schedule 5(b) to the extent accepted by NHS Supply Chain;
“Term”	means the term as set out in the Key Provisions;
“Third Party Body”	has the meaning given under Clause 8.4 of Schedule 2;
"Transparency Guidance"	the guidance in relation to the publication of tender documentation and the publication of contracts, available via: https://www.gov.uk/government/collections/nhs-procurement and all supplemental guidance; and
“Uptime Guarantee”	means the uptime guarantee set out in the Specification;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

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

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

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

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

1.6 Unless set out in the Commercial and Discounts Schedule as a chargeable item and subject to Clause 30.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Framework Agreement.

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

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

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

1.10 Where there is a conflict between the Supplier’s responses to NHS Supply Chain’s requirements set out in the Specification in the Tender Response Document 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 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

Schedule 5

5(a) Specification

APPENDIX 3

FRAMEWORK AGREEMENT SPECIFICATION
MAINTENANCE, REPAIR AND CALIBRATION OF MEDICAL EQUIPMENT

1. Introduction

1.1. The Framework Agreement is for the maintenance, repair and calibration of medical equipment and includes the following options:
- 1.1.1. Fully Comprehensive Cover;
- 1.1.2. Planned Preventative Maintenance Cover;
- 1.1.3. Parts and Labour Cover;
- 1.1.4. Labour Only Cover;
- 1.1.5. Best Effort Cover;
- 1.1.6. Special Component Cover; and
- 1.1.7. Collaborative (First Line) Cover.

1.2. The Framework Agreement is for the following Lots:

Lot Number	Lot Title
1	Beds, Furniture and Pressure Area Care
2	Patient Bathing, Handling and Transport
3	Temperature Control
4	Patient Assessment, Monitoring and Life Support
5	Microscopes
6	Dental Equipment Maintenance
7	Endoscopy
8	Ophthalmology
9	Lasers
10	Renal and Urodynamics
11	Tier 1 - Imaging Equipment
12	Tier 2 – Imaging Equipment
13	General Theatre, Orthopaedics and Physical Therapy
14	Decontamination
15	Laboratory, Pathology and Analysis Equipment
16	Radiotherapy Equipment and Treatment Systems
17	Robotic Surgical Systems

1.3. Full technical specifications of the services awarded to the Framework Agreement (each a "**Technical Specification**" and together the "**Technical Specifications**") must be made available to NHS Supply Chain on request during the term of the Framework Agreement.

1.3.1. Applicants must notify NHS Supply Chain immediately about any proposed changes to the Technical Specifications throughout the term of the Framework Agreement.

1.3.2. If changes to the Technical Specification of any services awarded to the Framework Agreement mean that the service no longer meets the minimum requirements outlined in the Specification, NHS Supply Chain reserves the right to exclude that service from the Framework Agreement.

1.3.3. NHS Supply Chain reserves the right to request evidence of compliance with the Specification throughout the term of the Framework Agreement.

1.4. This Framework Agreement Specification makes reference to a number of standards and legislation. The list of standards and legislation is not intended to be exhaustive and any relevant standards and legislation which applies to the Framework Agreement (even if not stated) must be complied with by Applicants (together with those listed in this Framework Agreement Specification the "**Standards and Legislation**").

1.5. Services must comply with the Standards and Legislation (as amended, extended or re-enacted from time to time).

1.6. Evidence of compliance to the Standards and Legislation must be provided by Applicants awarded to the Framework Agreement ("**Suppliers**") to NHS Supply Chain on request during the term of the Framework Agreement; in the event that sufficient evidence is not provided by Suppliers NHS Supply Chain reserves the right to suspend product lines until such evidence is provided by Suppliers.

2. Criteria applicable across all cover levels and all Lots

2.1. All electrical work must comply with **BS EN 62353:2014** (Medical electrical equipment. Recurrent test and test after repair of medical electrical equipment) or **IEC60601-1** (Medical electrical equipment) or equivalent.

2.2. Maintenance of lifting equipment including any equipment used for lifting or lowering loads, including attachments used for anchoring, fixing or supporting the lift must ensure the Purchasing Authority can meet their obligations under the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) to protect their staff and patients. Where applicable, equipment must be load tested at the time of delivery of the service activity and the load testing performed must be in line with OEM specifications/guidelines.

2.3. Maintenance of all work equipment including any machinery, appliance, apparatus, tool or installation for use at work must ensure the Purchasing Authority can meet their obligations under the Provision and Use of Work Equipment Regulations 1998 (PUWER). Where applicable, all work equipment is to be maintained in an efficient state, in efficient order and in good repair; and

that maintenance operations on work equipment can be carried out safely in line with OEM specifications/guidelines.

2.4. Where service modality specific legislation exists for "in-service use" of particular equipment (including the Non-Automatic Weighing Instruments Regulations 2000), the regulation requirements concerning repair, verification and requalification of the equipment must be complied with.

2.5. All maintenance work must ensure the Purchasing Authority can meet their obligations under the Health and Safety at Work Act and Electricity at Work Regulations to protect their staff and patients.

2.6. Electrical services must comply with the requirements of the Directive on waste electrical and electronic equipment (WEEE Directive 2012/19/EU) and the Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS 2 Directive 2011/65/EU).

2.7. For the purpose of this specification calibration is defined as the determination of the accuracy of an instrument, usually by measurement of its variation from a standard to ascertain necessary correction factors.

2.8. Where applicable, all maintenance, repair and calibration procedures carried out must conform to the original equipment manufacturer's (OEM) specifications.

2.9. Applicants must have access to the required tools and documentation of the OEM in order to be able to perform safe and effective maintenance, repair and calibration activities.

2.10. When required, all calibration and/or output checks must be performed in accordance with the original manufacturer's specifications and procedures with supporting paperwork provided to the Participating Authority to ensure full traceability of all work undertaken.

2.11. All tools and equipment requiring calibration and used for the maintenance of medical devices must be calibrated in accordance with manufacturer's guidelines and bear a label confirming the period of validity before recalibration is required. If it is not possible to attach a label, calibration certificates must be available to the Participating Authority upon request.

2.12. Where applicable, all corrective interventions must include appropriate calibration, functional and safety checks and electrical safety testing and following corrective interventions, the equipment must be left operating to the OEM specification.

2.13. Where the results of a calibration indicate the need for adjustment or repair, the pre adjustment/repair results must be highlighted to the Participating

Authority to allow for an evaluation of the effect of the 'as found' condition on previous usage.

2.14. If required following an upgrade or an update: calibration, performance validation, performance verification or Quality Assurance must be carried out to ensure that the device is operating as detailed in the OEM specification (consulting the Participating Authority in relation to local settings for the equipment). The Participating Authority must be made aware of the authenticity of the upgrade or update and if it has or has not been provided by the OEM. If the requirement for equipment performance validation and devices being passed fit for purpose is the responsibility of the Participating Authority the performance must initially be validated by the service engineer (An example of equipment where this may be the case may include Radiotherapy Equipment).

2.15. Following all maintenance, repair and calibration work, a hard copy or electronic service record confirming all work undertaken must be provided free of charge to the Participating Authority within 2 working days of the service visit.

2.16. Applicants must provide free of charge access to all maintenance records/service reports throughout the term of the maintenance contract to NHS Supply Chain or the customer.

2.17. Applicants must make historical service records and reports available for a minimum of 3 years.

2.18. Electronic copies of service history records, service visit reports and service repair reports must be returned free of charge and on request to the Participating Authority at the end of the contract period. Hard copies must be made available on request to the Participating Authority and to NHS Supply Chain and be provided free of charge.

2.19. In the event that Applicants access a device remotely to carry out a diagnostic investigation, a fault correction or an update/upgrade a full record of activity and outcome must be made by the Applicants and this must be made available free of charge to the Participating Authority upon request.

2.20. All service visit and service repair reports must document:

2.20.1. Equipment description / equipment name / equipment serial number;

2.20.2. Site and location of equipment;

2.20.3. Date of visit;

2.20.4. Details of travel and labour;

2.20.5. Engineer name;

2.20.6. Engineer signature (in the event of an electronic report it is accepted that an engineer signature may not be possible);

2.20.7. Participating Authority representative name;

2.20.8. Participating Authority representative signature confirming service completion and acceptance of work;
2.20.9. Contract type (Local supplier name for the contract);
2.20.10. Description of works;
2.20.11. Details of parts exchanged or replaced including part serial number/Identification number to allow traceability;
2.20.12. The source of parts (e.g. OEM/Non-OEM/OEM Reclaimed/OEM Refurbished). In the event that OEM parts are always used by the Applicant it is not required that the report includes source of parts;
2.20.13. Detail of work carried out to include faults, breakages, breakdowns, visit number, call out / planned preventative maintenance (PPM) number and possible cause of fault;
2.20.14. If required as a result of the maintenance or repair activity and if performed by the service engineer, details of any Quality Assurance or Performance Verification or Performance Validations activity including result/outcome;
2.20.15. Details of remedial action taken including corrected settings and where applicable any verification with legal requirements performed;
2.20.16. Details of any changes made to the device (e.g. system settings);
2.20.17. Details of any upgrades or updates made and the need for any re training of end users as a result of the upgrade or update; and
2.20.18. Where applicable and in relation to radiation safety, state whether any work on the equipment has significantly affected patient radiation dose as required by HSE guidance PM77 3rd Edition and IRR17 legislation.
2.20.19. Where applicable all Applicants must meet the DSP Toolkit Standards as set out by NHS Digital for more information please see https://www.dsptoolkit.nhs.uk/Help/overview.

2.21. Subject to a due diligence check of the system being completed by the OEM prior to any update being supplied and installed (such consent to be agreed by the parties in writing prior to the due diligence taking place), any **safety critical software updates** (which are defined as updates that ensure that the device will perform as intended by the OEM and not compromise the clinical condition or the life of patients, or the safety and health of users or, where applicable, other persons) must be provided free of charge by the OEM as part of the service contract (refer to 2.22 in the event that the OEM is not the nominated service provider) and the Participating Authority must be informed if additional user training is required once installed.

2.22. Where the system is not being maintained by the OEM or their authorised agent, the OEM must make the Participating Authority and, if possible/applicable, the nominated Applicant aware of the need to install safety critical/performance/reliability updates that are required. Where Applicable, subject to a due diligence check of the system being completed by the OEM prior to any update being supplied and installed (such consent to be agreed by the parties in writing prior to the due diligence taking place), it will be the responsibility of the OEM to install these updates and to agree how and when

this will be done with the Participating Authority and to confirm that the installation is complete.

2.23. Any performance or reliability related software updates (which are defined as updates that ensure that the device will perform as intended by the original equipment manufacturer and not compromise the clinical condition or the safety of patients, or the safety and health of users or, where applicable, other persons) must be provided free of charge as part of the service contract and the Applicant must inform the Participating Authority if additional user training is required once installed.

2.24. The Supplier shall cooperate fully with NHS Supply Chain or, as the case may be, any replacement supplier during any re-procurement and handover period or novation of the Framework Agreement or any Contract 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 and signing any documents, as reasonably required by NHS Supply Chain to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.

2.25. After any work has been carried out all work areas and medical equipment must be left clean, tidy and to the Participating Authority's satisfaction and in a condition no worse than before the work was started.

2.26. A manned, English speaking non-premium rate customer service telephone helpline must, as a minimum, be available to a customer under a specific maintenance contract from Monday to Friday between 9am and 5pm or 8am to 4pm (Core Hours) excluding bank holidays. This service must reach a person who is able to support a customer with general queries that may include:

2.26.1. Response times;
2.26.2. Confirming cover levels;
2.26.3. Arranging emergency call out visits;
2.26.4. Requesting service reports;
2.26.5. Checking progress on any incident; and
2.26.6. Logging a customer complaint.

2.27. A manned, English speaking non-premium rate service and or technical support telephone helpline must, as a minimum, be available to a customer under a specific maintenance contract from Monday to Friday between 9am and 5pm or 8am to 4pm (Core Hours) excluding bank holidays. This service must reach a person with product/service knowledge and who is able to support a customer with technical queries that may include:

2.27.1. Equipment faults including reporting a new fault and following up on previously reported faults;
2.27.2. First line maintenance queries;
2.27.3. End user operational queries;
2.27.4. Providing clarity and explanations for technical terminology;

2.27.5. Technical queries;
2.27.6. Booking a service visit;
2.27.7. Arranging emergency call out visits; and
2.27.8. Part number and costing detail for parts.

2.28. Any product line used as part of the service provided that contains phthalates must be indicated on the packaging in accordance with Directive 2007/47/EC (amending Directives 90/385/EEC and 93/42/EEC).

2.29. All product lines used as part of the service provided (and their packaging) should be latex free where possible. Any products or packaging containing latex must be clearly labelled as such to inform the user.

2.30. Any mandatory replacement spare parts or consumables replaced as part of the service provided must be in accordance with the OEM schedules and product specifications.

2.31. The Applicant must have access to OEM spare parts or spare parts to the same technical specification (including physical dimensions, material strength, mechanical properties and compatibility) that enable the device to operate safely and within the manufacturers specifications and do not adversely affect the equipment's performance longevity or outstanding manufacturer's warranty.

2.32. The Applicant must complete a risk assessment when a decision is made to use previously used OEM spare parts, OEM refurbished, OEM reclaimed or new non-OEM spare parts and this risk assessment must be made available to the Participating Authority. In the event that the OEM refurbished, or OEM reclaimed parts have been provided by the OEM, proof of testing/validation by the OEM will be accepted as an alternative to a risk assessment.

2.33. If the applicant uses new non OEM spare parts, previously used OEM spare parts, OEM refurbished spare parts or OEM reclaimed spare parts to deliver the service, prior agreement must be obtained from the Participating Authority and the use of such spare parts must be documented in the service record for the equipment.

2.34. Previously used, reclaimed or refurbished OEM spare parts must not be used to repair a device unless the previous history of the part is known. The Applicant must be able to provide full traceability for the OEM reclaimed or refurbished spare parts.

2.35. Non-OEM refurbished spare parts, Non-OEM reclaimed spare parts and counterfeit spare parts must not be used by the Applicant.

2.36. The Applicant must be able to identify all critical parts (which the Medicines and Healthcare products Regulatory Agency – MHRA - define as components that might reasonably be expected to cause failure of a piece of equipment in such a

way that affects its safety or effectiveness and consequently results in death or injury to a user/patient should it stop working) and information including manufacturers/suppliers name, spare part name, serial number and product code to allow individual components to be traced back to the supplier if necessary.

2.37. All replacement batteries must have the same technical specification (including, where applicable, active memory and current limiting/capacity indicating features) to provide the same power and lifecycle as those provided with the original device as detailed in the original manufacturers' specification.

2.38. When replacing batteries, the Applicant must follow the OEM's specification and the latest instructions from the OEM to ensure that the correct battery specification is being used during the lifetime of the equipment.

2.39. The Applicant must ensure that when maintenance and/or repair of equipment is carried out, that it does not remove any identification marks associated with the original device including conformity marks such as a CE mark/UKCA mark and where required by regulation, the data plate including type approval and verification status.

2.40. If the Applicant assigns a new serial number to a medical device, the original manufacturer's serial number and new serial number must be included in all subsequent documentation.

2.41. An engineer must not leave the site of a Participating Authority until the equipment under repair or maintenance is calibrated, tested (electrical tests where applicable to include all alarms, alert and safety systems and rechargeable or replaceable batteries being fully functional and calibrated to original equipment manufacturer's specifications), confirmed to be in full working order and the service report/visit report is completed with all required details. If this requirement cannot be satisfied at the time of the visit the engineer must leave the equipment in a safe manner and inform the Participating Authority before leaving.

2.42. In the event that a safety risk or an error in operation which renders the equipment unsafe or no longer complying with applicable regulation is identified and cannot be corrected when performing maintenance, repair or calibration activities, the service engineer must recommend to the Participating Authority that the device be removed from operation. The service engineer must document in the service report/visit report of the Participating Authority chooses to ignore the recommendation.

2.43. A minimum of 3 months warranty must be provided on all spare parts and repairs effective from the date of installation or repair, with the warranties being transferrable to the Participating Authority.

2.44. Applicants must have a system for managing and responding to alerts and field safety corrective action notices when issued by the manufacturer or the Medicines and Healthcare products Regulatory Agency (MHRA) and by NHS England. The Applicants will be responsible for carrying out any alert actions.

2.45. Where an Applicant is maintaining a device that employs the use of Ionising Radiation, the service engineer must work in accordance with either the Applicant's local rules or with the Participating Authority's local rules as required by the IRR17 (Ionising Radiation Regulations 2017) legislation. If the engineer works to the Applicant's local rules, formal arrangements must be in place to hand over the radiation controlled area between employers, and the work must be supervised by the Applicant's Radiation Protection Supervisor (RPS) appointed under IRR17 to ensure that the work is carried out in accordance with the local rules (this does not mean that the RPS has to be on site during the service).

2.46. Where an Applicant is installing a device or component that employs the use of Ionising Radiation, and where there may be radiation protection implications arising from that installation, the Applicant is responsible for conducting a Critical Examination of the installation as required by IRR17 and must consult with a Radiation Protection Adviser (RPA). The RPA may be appointed either by the Applicant or by the Participating Authority. For new installations, the preferred arrangements for the Critical Examination and RPA appointment should be agreed by the Applicant and the Participating Authority at the time of equipment purchase.

2.47. If loan equipment is provided by the Applicant, it must be of an equivalent or higher standard to the equipment it is replacing. The Applicant will be responsible for ensuring the loan equipment meets the requirements of the Participating Authority and performing any non-fault repairs (this excludes accidental damage caused by the Participating Authority) for the duration of the loan period.

2.48. All service engineers must have passed a Disclosure and Barring Service (DBS) check; documentation must be available for inspection by the Participating Authority on request during the term of this Framework Agreement and this must be in line with Data Protection Regulations.

2.49. All service engineers must carry photographic identification that can be validated by the Participating Authority.

2.50. The Applicant must employ and have available to respond, at least one fully trained, competent engineer for the Lots that the Applicant is awarded to, and who is at all times:

2.50.1. employed by the Supplier on a PAYE basis and is always defined as an employee under section 230 of the Employment Rights Act 1996; and

2.50.2. able to carry out the duties required by the Participating Authority and as a minimum meet the requirements set out in this Specification with the requisite skills, competency, capability and experience to ensure that it complies with its obligations under this Contract. This will include the Supplier providing a sufficient number of trained and competent staff to provide the required services during staff holidays or absence.

2.51. Service engineers must be trained and competent in the safe use of the tools and equipment used when carrying out maintenance, repair and calibration activities within the Lots that the applicant is awarded to.

2.52. All engineers carrying out routine planned maintenance and/or unplanned repair work must be trained and hold valid certification to confirm that they can meet the service requirements of the OEM (or have attended an equivalent training course) and are competent to maintain the equipment in accordance with OEM specifications and any legal requirements relating to the particular equipment. NHS Supply Chain reserves the right to request copies of training certificates during the term of this Framework Agreement and also evidence of qualification to carry out tasks to which legal requirements pertain.

2.53. The applicant is required to take full responsibility for the provision of training for their service engineers, which must include on-going refresher training to ensure that engineers remain competent to carry out maintenance, repair and calibration activities within the Lots that the applicant is awarded to.

2.54. The applicant accepts that by conforming to this Specification they confirm that all training is current and records for their service engineers are in place and up to date and will be provided on request to the Participating Authority and/or NHS Supply Chain during the term of this Framework Agreement; if copies are required they must be provided in electronic format and free of charge.

2.55. Once in place, the detail and content of a maintenance contract must not be changed unless by mutual agreement of all parties. (This would be in relation to a mix of equipment/variations where no penalties are to be charged for an update of the asset portfolio for that specific contract and this will include decommissions being removed and ex warranty equipment being added to the contract. Any notice period and changes must be notified to the Participating Authority.)

2.56. All maintenance contract quotations must be supported by a detailed cover level document as detailed in the Framework Agreement.

2.57. In the event that the applicant fails to carry out the required number of PPM visits as detailed in the PPM schedule, the Participating Authority must be able to claim partial credits equivalent to the value of the missed PPM visit(s) from the applicant. This will be on the proviso that the contract start date confirmed by

the Participating Authority is in line with either the expiry of a current maintenance contract or the expiry of a warranty period, therefore giving the supplier suitable notice to be able to equally spread and book in the recommended number of PPM visits as per the OEM PPM schedule or as per the maintenance contract agreement should this number differ.

2.58. In the event that a supplier has been unable to book in PPM visits or obtain access to carry out confirmed PPM visits due to the Participating Authority failing to confirm an appointment slot or failing to provide access to the equipment during an agreed PPM time slot, the applicant must be able to evidence this in order to mitigate a potential claim for compensation by the Participating Authority.

2.59. Applicants must provide customer references on request to the Participating Authority and/or NHS Supply Chain during the term of this Framework Agreement.

2.60. Where applicable and if required by the Participating Authority, applicants must be responsible for the collection and delivery (and associated costs) of medical equipment from the clinical environment or agreed despatch area and the return of the equipment to the clinical environment or agreed receipts area once the maintenance, repair or calibration activity has been completed.

2.61. Where the applicant is providing a service for endoscopes or decontamination equipment, the applicant will be required to observe and work within the British Society of Gastroenterology Guidance for Decontamination of Equipment for Gastrointestinal Endoscopy 2014. (Appendix 5b to the Invitation to Tender – BSG Guidelines) Specifically:

2.61.1. Applicant must have competent personnel to carry out decontamination tasks on equipment used in clinical environments.

2.61.2. Applicants must ensure that they have suitable processes and methods for decontamination and that they use the appropriate agents/chemicals that do not cause material damage to the equipment when used.

2.61.3. Applicants must ensure that repaired equipment is returned and re-installed free of contamination risk.

2.61.4. In the event that non-OEM spare parts and repair methods are used by the applicant, the applicant must be able to provide detailed and risk assessed advice on the validated decontamination methods used and decontamination material compatibility.

2.61.5. Additionally, all work carried out by the service engineer must support the Participating Authority in any activity undertaken to meet the recommendations of Health Technical Memorandum 01-06 for the management and decontamination of flexible endoscopes.

3. Cover Level Specifications

3.1. For the purpose of this specification the terms "Maintenance Service" is the combination of all technical, administrative, and managerial actions during the life cycle of an item intended to retain it in, or restore it to, a state in which it can perform the required function. The following cover levels are included in this Framework Agreement.

3.2. **Fully Comprehensive Cover** must provide a complete and routine maintenance programme including planned preventative maintenance (as detailed in 3.3) and repair in accordance with the OEM's specification. Typically, the expectation would be that special components (e.g.: glassware, magnets, coils, detectors, probes, or transducers) are included as standard but this aspect of the contract can be agreed on a case by case basis with the Participating Authority. In addition to the requirements listed in Section 2 of this Specification this level of cover must, as a minimum, also include the following:

3.2.1. A technical response to a fault within 2 working hours, Monday to Friday, 9am to 5pm or 8am to 4pm (Core Hours). Technical response can be classed as either an engineer to site or technical support over the telephone provided by a qualified and competent member of your organisation or remote diagnostics to determine the cause of the fault.

3.2.2. For non-critical equipment where non availability of equipment will not prevent the Participating Authority from delivering a service or a patient treatment, the physical presence of a qualified and competent engineer (if required /if need is identified by initial remote diagnostics/technical support provided to determine the cause of the fault) is required within 12 working hours (Core hours) of the need of on-site presence being established (fault is defined as when the device is in a condition where the intended performance or safety requirements are not met or where the physical integrity of the device has been breached).

3.2.3. For critical equipment where non availability of equipment will prevent the Participating Authority from delivering a service or a patient treatment, the physical presence of a qualified and competent (if required /if need is identified by initial remote diagnostics/technical support provided to determine the cause of the fault) is required within 4 working hours (Core hours) of the need of on-site presence being established (fault is defined as when the device is in a condition where the intended performance or safety requirements are not met or where the physical integrity of the device has been breached).

3.2.4. No limit on the number of non-fault (excludes accidental damage)/corrective repairs within the contract period.

3.2.5. All spare parts and consumables specified by the OEM's Planned Preventative Maintenance (PPM) schedule.

3.2.6. All repair parts specified by the OEM's specification.

3.2.7. As required electrical and mechanical safety checks included in the PPM schedule.

3.2.8. All preventative interventions must include appropriate calibration, functional and safety checks as required before the equipment is returned to the user.

3.2.9. Any PPM which is undertaken at the same time as the corrective maintenance must be recorded in the service record/visit report.

3.2.10. Unless otherwise agreed, be supported by a PPM schedule for the contract term that is issued to the Participating Authority within 10 working days of receipt of the Purchase Order which must detail the number of PPM visits and proposed dates for the PPM visits. (It is accepted that dates for PPM visits can subsequently change and should be agreed between by both parties and that dates may change due to equipment being available to the applicant as agreed with the Participating Authority).

3.2.11. Have equally spaced PPM visits through the contract term.

3.2.12. Where Lifting Operations and Lifting Equipment Regulations (LOLER) are relevant, PPM visits are to be in line with this requirement.

3.2.13. Ensure that PPM visits are scheduled to minimise impact upon patient care and service delivery (within the defined response times for the maintenance contract).

3.2.14. Allowance for the replacement of batteries as part of the PPM plan if required, if batteries are chargeable this must be stated on the cover level document.

3.2.15. All breakdown and maintenance labour costs including charges for call-outs and repairs.

3.2.16. All travel and accommodation charges.

3.2.17. For Lots 11 and 12, an Uptime Guarantee percentage value equal to or above 98% which must be documented in the cover level document (as detailed in Schedule 7) attached to the quotation, (Uptime Guarantee is defined as the time during which a piece of equipment is operating or can be operated during service coverage hours defined in the cover level document). The Uptime Guarantee will exclude scheduled works which include any pre-planned and agreed downtime which has been scheduled with the Participating Authority in order to perform service contract works such as routine PPM visits, required safety alert notified works, any required software/hardware upgrades.

3.2.18. For all other lots, an Uptime Guarantee percentage value equal to or above 96% which must be documented in the cover level document (as detailed in Schedule 7) attached to the quotation, (Uptime Guarantee is defined as the time during which a piece of equipment is operating or can be operated during service coverage hours defined in the cover level document). The Uptime Guarantee will exclude scheduled works which include any pre-planned and agreed downtime which has been scheduled with the Participating Authority in order to perform service contract works such as routine PPM visits, required safety alert notified works, any required software/hardware upgrades.

3.2.19. A requirement that in the event that accidental damaged renders the device beyond repair, the Applicant must notify the Participating Authority.

3.3. **Planned Preventative Maintenance Cover** (PPM) Cover provides a proactive routine maintenance programme in line with the OEM's recommendations. PPM cover contracts are entered into to minimise a devices risk of failure to ensure its continued and proper operation in addition to the requirements listed in Section 2 of this Specification this level of cover must, as a minimum, also include the following:

3.3.1. The provision and replacement of all non-durable life limited components /parts (including filters, O ring seals) and consumables specified in the original equipment manufacturers PPM schedule.

3.3.2. All life limited components/parts must be provided and be available to the engineer in order to be able to carry out the PPM activity.

3.3.3. Any PPM which is undertaken at the same time as the corrective maintenance must be recorded in the service report/visit report or recorded separately if this is the standard process followed by the Applicant.

3.3.4. Ensure that PPM visits are scheduled to minimise impact upon patient care and service delivery (within the defined response times for the maintenance contract)

3.3.5. Be supported by a PPM schedule for the contract term that is issued to the Participating Authority within 10 working days of receipt of the Purchase Order (unless otherwise agreed) and detailing the number of PPM visits and proposed dates for the PPM visits.

3.3.6. PPM visits must be equally spaced through the contract term.

3.3.7. Where Lifting Operations and Lifting Equipment Regulations (LOLER) are relevant, PPM visits are to be in line with this requirement.

3.3.8. PPM visits must be completed within 10 working days of the date stated on the PPM schedule, variation to the date must be agreed by the Participating Authority. (It is accepted that dates for PPM visits can subsequently change and should be agreed between by both parties).

3.3.9. All preventative interventions must include appropriate calibration, functional and safety checks as required before the equipment is returned to the user.

3.3.10. All travel and labour charges relating to the PPM activity.

3.3.11. All electrical and mechanical safety checks.

3.4. **Parts and Labour Cover** must provide for scheduled/unscheduled repairs or the replacement of failed components with cover to be provided as a minimum Monday to Friday, 9am to 5pm or 8am to 4pm (core hours), excluding holidays and bank holidays. In addition to the requirements listed in Section 2 of this Specification this level of cover must, as a minimum, also include Parts, labour charges and travel costs.

3.5. **Labour Only Cover** – such as Labour Only, Repair Only, Calibration Only, Testing Only. Labour Only Cover can include scheduled/unscheduled repairs, the

replacement of failed components, equipment calibration (with traceability to UK Primary standards), commissioning or testing. Cover to be provided as a minimum Monday to Friday, 9am to 5pm or 8am to 4pm (core hours), excluding holidays and bank holidays. In addition to the requirements listed in Section 2 of this Specification this level of cover must, as a minimum, also include labour charges and travel costs.

3.6. **Special Component Cover** must offer a flexible solution to customers who are looking to control costs and to spread risk across their equipment base and must be restricted to equipment type (e.g. Ultrasound) particularly where high value components including glassware, magnets, coils, detectors, probes, batteries or transducers are involved. In addition to the requirements listed in Section 2 of this Specification this level of cover must make provision for multiple items (of the same type) to be covered under one protective maintenance plan and, as a minimum, the plan must include the following:

3.6.1. A link to a maintenance contract ordered via this Framework Agreement or can be a standalone package.

3.6.2. If a standalone package, provide cover provided as a minimum Monday to Friday, 9am to 5pm or 8am to 4pm (core hours), excluding holidays and bank holidays.

3.6.3. Confirmation of the total number of high value components covered.

3.6.4. Confirmation of the main equipment serial number(s) that the high value components are linked to.

3.6.5. Confirmation of the parameters of the risk share and the mechanism for how the Participating Authority will be charged or reimbursed if the agreed risk share is fully utilised, exceeded or underutilised.

3.6.6. Confirmation of the costs for the purchase of the further special components in the event that the Participating Authority fully utilises the agreed number of special components covered by the contract.

3.6.7. Delivery of new/replacement components.

3.6.8. Removal and disposal of replaced components.

3.6.9. Installation of replacement components.

3.7. **Best Effort Cover** can be offered as a modification to another cover level when there is a valid reason why full cover in relation to the maintenance package quoted cannot be provided. Best Effort Cover must make provision for the ability for the maintenance contract to be terminated either by the Applicant or the Participating Authority without penalty should the contract be deemed to be no longer viable by either party. The modification can include one of the following in the quotation for the cost of the service to be provided (alternatives can be provided by the Applicant but must be supported with reasons why a Best Effort Approach is being taken):

3.7.1. Support of equipment that is beyond the manufacturers recommended equipment lifespan.

3.7.2. Alternative response times for engineer support, e.g. due to geographical limitations.

3.7.3. Parts availability for equipment that is beyond the manufacturers recommended equipment lifespan and supported by an end of life notice.

3.8. **Collaborative (First Line Cover)** must combine the in-house maintenance / engineering / EBME / Biomedical teams of the Participating Authority with the expertise and knowledge of the Applicant. This cover allows the Applicant to provide training to the in-house teams that enables them to carry out an initial assessment of a fault or failure and to identify if supplier intervention or a corrective action is required. This cover can be offered as a modification to an existing cover level or can be offered as a standalone cover level.

3.8.1. The contract must specify the number of personnel that the initial training is being provided for. These personnel will be identified by the Participating Authority and will be deemed suitable to receive the training.

3.8.2. The contract must detail an agreed training plan and must be supported by a competency assessment at the end of the training activity.

3.8.3. The contract must detail the type and duration of the training that is to be provided as part of the contract.

3.8.4. The charges for the initial training provided and any travel or accommodation costs associated with the training to be provided and any tools and specialist training materials must be detailed in full and be shown separately from the on-going service provision costs.

3.8.5. Once a Collaborative Cover Contract has been established between the Participating Authority and the Applicant, it is expected that any subsequent refresher training be provided by the applicant to the Participating Authority as detailed in the initial agreement/maintenance contract, Free of Charge. Costs for refresher training over and above the initial agreement/maintenance contract (e.g. additional personnel) must be stated if this type of contract is renewed by the Participating Authority.

3.8.6. The contract must make provision for the Applicants engineer to provide the appropriate level of support to correct a fault in the event that the in-house team are unable to correct an identified fault.

4. Lot 1 – Beds, Furniture and Pressure Area Care

4.1. The maintenance, repair and/or calibration of beds, furniture and pressure area equipment, including:

4.1.1. Beds;

4.1.2. Cots;

4.1.3. Dynamic mattresses and cushions;

4.1.4. Chairs and furniture; and

4.1.5. Treatment couches.

5. Lot 2 – Patient Bathing, Handling and Transport

5.1. The maintenance, repair and/or calibration of equipment for patient bathing, handling and transport, including:

5.1.1. Patient bathing such as lifts, baths, showers, cubicles and associated equipment;

5.1.2. Patient hoists and scales;

5.1.3. Patient transfer chairs, stretchers, wheelchairs and stand aids; and

5.1.4. Patient trolleys, powered trolleys and mortuary trolleys.

6. Lot 3 – Temperature Control

6.1. The maintenance, repair and/or calibration of equipment for temperature control including:

6.1.1. Blood tracking equipment;

6.1.2. Body chambers;

6.1.3. Chillers, fridges and freezers for use in laboratory, blood bank, mortuary, pharmacy and for medical equipment;

6.1.4. Cryogenic systems;

6.1.5. Ice machines;

6.1.6. Medical product and sample carriers;

6.1.7. Patient temperature control and associated equipment;

6.1.8. Plasma freezers and thawers;

6.1.9. Platelet agitators and incubators;

6.1.10. Temperature loggers, monitoring and mapping; and

6.1.11. Ultra-low temperature freezers.

7. Lot 4 – Patient Assessment, Monitoring and Life-Support

7.1. The maintenance, repair and/or calibration of equipment for patient assessment, monitoring and life-support, including:

7.1.0. Anaesthesia equipment;

7.1.1. Cardiac electrophysiology equipment;

7.1.2. Cardiac lung function equipment;

7.1.3. Cardiac transducers;

7.1.4. Defibrillation devices;

7.1.5. Heart and lung perfusion equipment;

7.1.6. Intra-aortic balloon pumps;

7.1.7. Jaundice meters;

7.1.8. Mobile or static pumps including infusion, syringe, volumetric, patient controlled pain relief and associated equipment such as syringe drivers;

7.1.9. Neonatal incubators/warmers;

7.1.10. Non specified trauma/life support equipment;

7.1.11. Oxygen concentrators, regulators and therapy systems;

7.1.12. Patient assessment and testing equipment;

7.1.13. Patient monitoring and recording equipment;

7.1.14. Phototherapy units;

7.1.15. Spirometers;

7.1.16. Temporary pacing units;

7.1.17. Ventilators and continuous positive airway pressure (CPAP) devices including associated equipment such as Humidifiers; and
7.1.18. Wound treatment equipment.

8. Lot 5 – Microscopes

8.1. The maintenance, repair and/or calibration of microscopes and associated equipment, including:
8.1.1. Microscopes including inverted, upright, laboratory, ophthalmic, pathology, surgical, outpatient and dental;
8.1.2. Microscopy camera and imaging systems; and
8.1.3. Slide scanners.

9. Lot 6 – Dental Equipment

9.1. The maintenance, repair and/or calibration of equipment for general dental Equipment, including:
9.1.1. Dental chairs;
9.1.2. Dental compressors; and
9.1.3. Dentistry equipment and tools.

10. Lot 7 – Endoscopy

10.1. The maintenance, repair and/or calibration of equipment for Endoscopy, including:
10.1.1. Electro-medical equipment;
10.1.2. Flexible endoscopes;
10.1.3. Rigid endoscopes; and
10.1.4. Endoscopes used with ultrasound.

11. Lot 8 – Ophthalmology

11.1. The maintenance, repair and/or calibration of equipment for ophthalmology, including:
11.1.1. Aberrometry equipment;
11.1.2. Computerised sight charts;
11.1.3. Corneal equipment, pachymetry equipment and cross linking equipment;
11.1.4. Lens meters;
11.1.5. Ophthalmic diagnostic testing equipment such as biometry equipment; ultrasound equipment, phoropter equipment and auto-refractors;
11.1.6. Ophthalmic imaging equipment such as slit lamps;
11.1.7. Perimeter equipment and field analyser equipment;
11.1.8. Phacoemulsification and vitrectomy equipment;
11.1.9. Pupilometer equipment such as pupillary distance (PD) meters; and
11.1.10. Specular microscopy equipment.

12. Lot 9 – Lasers

12.1. The maintenance, repair and/or calibration of laser equipment, including:

12.1.1. Dermatological lasers;

12.1.2. Ophthalmic lasers; and

12.1.3. Surgical lasers.

13. Lot 10 – Renal and Urodynamics

13.1. The maintenance, repair and/or calibration of Renal and Urodynamics equipment, including:

13.1.1. Haemodialysis equipment;

13.1.2. Haemofiltration equipment;

13.1.3. Peritoneal dialysis equipment; and

13.1.4. Urodynamics equipment and treatment systems.

14. Lot 11 – Tier 1 - Imaging Equipment

14.1. The maintenance, repair and/or calibration of tier 1 imaging equipment including:

14.1.1. Computed tomography (CT) scanners;

14.1.2. Fluoroscopy and angiography equipment;

14.1.3. Hybrid imaging systems;

14.1.4. Imaging surgical systems such as surgical navigation systems and focussed ultrasound equipment;

14.1.5. Magnetic resonance imaging (MRI) scanners; and

14.1.6. Nuclear medicine imaging systems such as gamma camera systems and positron emission tomography (PET).

15. Lot 12 – Tier 2 - Imaging Equipment

15.1. The maintenance, repair and/or calibration of imaging equipment including:

15.1.1. Bladder scanners;

15.1.2. Bone densitometry equipment;

15.1.3. Clinical imaging specimen cabinets;

15.1.4. Computerised and digital radiography readers (CR and DR);

15.1.5. Contrast injectors;

15.1.6. Dental imaging equipment such as X-Ray and ultrasound;

15.1.7. Lithotripsy equipment;

15.1.8. Mammography (digital and analogue) equipment;

15.1.9. Medical photography, printing and associated equipment;

15.1.10. Mobile image intensifiers (MII);

15.1.11. Mobile X-Ray systems;

15.1.12. Patient positioning and quality assurance systems;

15.1.13. Static X-Ray Systems; and

15.1.14. Ultrasound equipment including physiotherapy.

16. Lot 13 – General Theatre, Orthopaedics and Physical Therapy

16.1. The maintenance, repair and/or calibration of equipment for general theatre, orthopaedics and physical therapy, including:

16.1.1. Anatomical simulation and training equipment;
16.1.2. Arthroscopy equipment;
16.1.3. Insufflators;
16.1.4. Mobile or fixed theatre lights, pendants, booms, beams and control panels;
16.1.5. Non-surgical treatment including light therapy;
16.1.6. Operating tables and transfer systems;
16.1.7. Orthopaedic power tools;
16.1.8. Physical treatment such as rehabilitation and physiotherapy;
16.1.9. Rotablation equipment;
16.1.10. Smoke evacuators;
16.1.11. Suction units; and
16.1.12. Surgery systems such as electrosurgical, cryosurgical and hydrosurgical.

17. Lot 14 – Decontamination

17.1. The maintenance, repair and/or calibration of equipment for decontamination, including:

17.1.1. Automated endoscope reprocessors;
17.1.2. Bed pan washers;
17.1.3. Drying cabinets including endoscope storage;
17.1.4. Health technical memorandum (HTM) testing equipment;
17.1.5. Laboratory water systems;
17.1.6. Macerators;
17.1.7. Sterilisers including fogging devices, steam and hydrogen peroxide;
17.1.8. Trolley washers;
17.1.9. Ultrasonic cleaners;
17.1.10. Ultraviolet (UV) systems;
17.1.11. Washer disinfectors including chambers; and
17.1.12. Water treatment and purification systems including reverse osmosis.

18. Lot 15 – Laboratory, Pathology and Analysis Equipment

18.1. The maintenance, repair and/or calibration of laboratory, pathology and analysis equipment, including:

18.1.1. Amplification equipment;
18.1.2. Analysers and meters;
18.1.3. Automated systems;
18.1.4. Blending equipment;

18.1.5. Cabinets, chambers and hoods such as ultraviolet, smoke, fume, anaerobic, laminar flow, glove and humidity/temperature controlled;
18.1.6. Chromatography, spectroscopy and spectrometry equipment;
18.1.7. Coagulation equipment;
18.1.8. Digital morphology equipment;
18.1.9. Drying equipment;
18.1.10. Gel and liquid analysis including culture systems;
18.1.11. Heating equipment;
18.1.12. Histology, histopathology, cytology and microbiology equipment;
18.1.13. Liquid handling and measurement equipment;
18.1.14. Mixing equipment;
18.1.15. Mortuary tables;
18.1.16. Point of care marker and analysis equipment;
18.1.17. Pumping equipment;
18.1.18. Sample/tissue preparation and processing and associated equipment;
18.1.19. Screening and immunoassay systems, analysers and processors;
18.1.20. Separation equipment;
18.1.21. Shaking equipment;
18.1.22. Slicing equipment;
18.1.23. Storage and safety equipment; and
18.1.24. Weighing and measuring equipment.

19. Lot 16 – Radiotherapy Equipment and Treatment Systems

19.1. The maintenance, repair and/or calibration of laboratory, pathology and analysis equipment, including:
19.1.1. Radiotherapy treatment and planning systems such as Linear Accelerators (LINAC); and
19.1.2. Brachytherapy seeds and associated systems.

20. Lot 17 – Robotic Surgical Systems

20.1. The maintenance, repair and/or calibration of robotics systems, including:
20.1.1. Robotic systems including surgical systems.

5(b) Tender Response Document

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

Schedule 6

Commercial and Discounts Schedule

1. Contract Price

1.1 The Supplier understands and accepts that the nature of the Services is such that requirements for maintenance services and circumstances vary between different Participating Authorities. Consequently, the Contract Price and any other terms relevant to that Contract shall be agreed between the Parties for each Contract in accordance with the Ordering Procedure. The Contract Price for each Contract shall reflect the details of the relevant Cover Level Document and the relevant Cover Level Document must be appended to all Quotations submitted by the Supplier to NHS Supply Chain (or, as appropriate, the Participating Authority).

1.2 Unless adjusted in accordance with Clause 1.3 of this Schedule 6, the Contract Price shall remain firm for the Term of a Contract unless otherwise agreed by the parties.

1.3 No later than three months before the anniversary of the Contract Commencement Date the Supplier may submit for agreement a proposal to NHS Supply Chain to adjust the Contract Price set out in any Contract in accordance with a change in the Retail Price Index or the Consumer Price Index (whichever is the lowest) on the day prior to the anniversary date by comparison to the same date in the preceding year. In the event that the proposal to adjust the Contract Price exceeds the lowest increase as between the Retail Price Index or the Consumer Price Index, the Supplier shall submit the a full justification (in writing) of such proposed adjustment to NHS Supply Chain. NHS Supply Chain shall have up to one (1) month from the date of receipt of such justification to consider such proposal (acting always in its absolute discretion).

1.4 Where NHS Supply Chain accepts a proposal in accordance with Clause 1.3 of this Schedule 6, the Contract Price shall be adjusted from the beginning of the next Contract Year. If NHS Supply Chain (acting reasonably) rejects a proposal, the Contract Price shall continue in force, unamended.

2 Discounts

2.1 As part of the Supplier's Tender Response Document, or at such other time during the Term in accordance with Clause 2.2 of this Schedule 6, the Supplier may submit to NHS Supply Chain a proposal for a Framework Discount, Multi Year Annual Discount, Multi Year Full Discount, Point of Sale Annual Discount, Point of Sale Full Discount, Prompt Payment Discount, and/or (as applicable) to be applied (as shown in example form in the tables set out under Clause 3.3 (below)) subject always to Clause 2.4 without discretion to all Contracts entered into pursuant to the Framework Agreement.

2.2 At any time during the Term of the Framework Agreement either Party may approach the other to discuss the introduction of a Special Discount.

2.3 At any time during the Term of the Framework Agreement either Party may approach the other to discuss the introduction of a new discount.

2.4 If accepted by NHS Supply Chain, (i) a Framework Discount (ii) one of either a Multi Year Annual Discount, Multi Year Full Discount, Point of Sale Annual Discount, Point of Sale Full Discount and (iii) a Special Discount to be agreed between the Parties on a case by case basis (as applicable) shall be applied to the Quotation Price and before the calculation of the Management Fee applicable to such Contract.

3 Direct Quotes

3.1 Unless otherwise agreed between the parties in writing, if the Supplier:

3.1.1 directly agrees with a Participating Authority (outside of the scope of this Framework Agreement) to submit a quotation for services (where such quotation states that there will be no further discounts to be applied to the price set out in the quotation) (the **"Fully Discounted Direct Quotation"**) and the Participating Authority subsequently requests from NHS Supply Chain that the details (including but not limited to price) of such Fully Discounted Direct Quotation be subject to the terms of the Framework Agreement such that the Fully Discounted Direct Quotation results in an Order being placed pursuant to the terms of this Framework Agreement then the Management Fee will be applied to the price set out in the Fully Discounted Direct Quotation (but no Discount will be applied);

3.1.2 directly agrees with a Participating Authority (outside of the scope of this Framework Agreement) to submit a quotation for services (where such quotation does not state that (i) there will be no further discounts applied to the price set out in the quotation or (ii) that the price set out in the quotation shall not be subject to any Discounts) (the **"Direct Quotation"**) and the Participating Authority subsequently requests from NHS Supply Chain that the details (including but not limited to price) of such Direct Quotation be subject to the terms of the Framework Agreement such that the Direct Quotation results in an Order being placed pursuant to the terms of this Framework Agreement then any applicable Discount and Management Fee will be applied to the price set out in the Direct Quotation.

3.2 Special Discounts will be agreed on a case by case basis between the Parties.

3.3 **Examples of the Application of Discounts**

3.3.1 The Parties agree that the details set out in the below table are for illustrative purposes and not intended to be binding (unless otherwise agreed between the Parties). For the avoidance of doubt, details of the Management Fee payable for the Services are set out in Clause 4 of this Schedule 6).

Contract Type	Quotation Price	Framework Discount (%)	Price Post Framework Discount	Relevant Discount (%)	Price Post Discount Application	Management Fee (%)	Contract Price
Pro Rata Contract	£1,000	5%	£950	N/A	N/A	2.50%	£926.25
Annual Contract	£50,000	2%	£49,000	N/A	N/A	2.5%	£47,775.00
Multi Year Contract	£20,000	1%	£19,800	5%	£18,810	2.50%	£18,339.75
Point of Sale Contract	£85,000	3%	£82,450	5%	£78,328	2.50%	£76,369.31

4 Management Fee

4.1 The Management Fee payable for the Services shall be:

Lot	Management Fee (%)
1 to 10 (inclusive)	2.5
11 and 12	2
13 to 15 (inclusive)	2.5
16	2
17	0

4.2 Save as set out in Clauses 3.1.1 and 3.1.2 of this Schedule 6, the Management Fee shall be calculated as a percentage of the Quotation Price as set out in Clause 9.2 of Schedule 2.

Schedule 7

Ordering Procedure

1. The Supplier understands and accepts that the nature of the Services is such that requirements and circumstances vary between different Participating Authorities. Consequently, the requirements of a particular Participating Authority, and the manner in which a Contract will be awarded under this Framework Agreement on behalf of a particular Participating Authority, cannot be described in full in this Framework Agreement or the Specification. As such, where a Participating Authority has a requirement for services under this Framework Agreement it shall notify NHS Supply Chain of its specific requirements and circumstances. NHS Supply Chain shall, to the extent those requirements and circumstances are not already described in this Framework Agreement, the Specification and/or the Tender Response Document, set out the particular requirements of the Participating Authority either:

   1.1. to the Supplier; or

   1.2. to some or all suppliers awarded to the Framework Agreement (which may not include the Supplier) who may be able to meet the requirements of the Participating Authority,

   and will request such supplier(s) to complete a Cover Level Document and to provide a Quotation.

2. The Cover Level Document must include, as a minimum:

   2.1. details of service inclusions and exclusions (including, where appropriate, conditions for provision of loan equipment);

   2.2. where applicable, the Uptime Guarantee offered to the Participating Authority;

   2.3. the Supplier's response times in relation to matters discussed in the Specification;

   2.4. the number of PPM visits included in the cover level (if appropriate);

   2.5. any applicable cancellation charges and notice periods;

   2.6. the requirement, if any, for a pre-contract inspection and any charges associated with such inspection; and

   2.7. any other requirements of NHS Supply Chain and/or a Participating Authority from time to time.

3. A Quotation must include the following information:

   3.1. a description of the Services (including the Goods to which the Services relate and the level of cover provided);

   3.2. the original manufacturer's serial number and where applicable the Supplier's serial number of the Goods to which the Services relate;

   3.3. cover period from the Contract Start Date to the Contract End Date ;

   3.4. the name of the relevant Participating Authority and details of the premises and locations at which the Services will be provided; and

   3.5. the Quotation Price before application of any Discounts or the Management Fee.

4. Where the Supplier is approached pursuant to Clause 1 of this Schedule 7, the Supplier shall return the completed Cover Level Document together with the Quotation (which may be a Multi Option Quotation or Simple Quotation, as applicable) that shall set out amongst other things the Quotation Price (before the application of any Discounts and/or Management Fee) to NHS Supply Chain within

four (4) Business Days in the case of standard times and five (5) Business Days at peak times (which is generally between 1 March and 30 April of each year) (in both cases in respect of a Simple Quotation) (or in such other time period as agreed between the Parties) and within a time agreed between the Parties on a case by case basis in respect of a Multi Option Quotation. NHS Supply Chain shall consult with the relevant Participating Authority who may or may not elect to purchase the Supplier's services. If, following consultation with the Participating Authority, NHS Supply Chain intends to accept the Cover Level Document and Quotation, NHS Supply Chain shall place an Order for the Services on the Supplier based on the Purchase Order template at Appendix 1 to this Schedule 7 and a Contract will be made between NHS Supply Chain and the Supplier on the date of issue of such Order. The Supplier acknowledges and agrees that the details set out in the Cover Level Document shall not conflict with the terms of this Framework Agreement, the Specification and/or the Tender Response Document and that the Supplier shall in no circumstances purport to introduce terms and conditions to this Framework Agreement and/or a Contract which present such a conflict. For the avoidance of doubt, neither receipt by the Participating Authority of the Services nor the Participating Authority's acceptance of a Services Plan shall constitute acceptance of any terms and conditions which conflict with the terms of this Framework Agreement, the Specification and/or the Tender Response Document.

5. NHS Supply Chain reserves the right to request that the Supplier provides to the Participating Authority and/or NHS Supply Chain contact details for its existing customers to enable Participating Authorities to contact such customers to enable them to ascertain whether to order Services from the Supplier under the terms of a Contract.

6. Orders placed through the Framework Agreement may consist of a combination of Services and Goods available under it.

7. To confirm, where the Tender Response Document in relation to the Framework Agreement has insufficient detail to be able to price up bespoke requirements and award a Contract without further information (which is likely to be the case in relation to most Contracts), NHS Supply Chain may award Contracts by inviting either: (i) one capable supplier; or (ii) some capable suppliers; or (iii) all capable suppliers (which in each case may not include the Supplier) to submit an offer in relation to (i) a specific requirement of a Participating Authority; or (ii) a proposed purchase by NHS Supply Chain, following which NHS Supply Chain or a Participating Authority may award a Contract. NHS Supply Chain reserves the right to reopen competition using any of (1) an eAuction; (2) threshold pricing and (3) target pricing (4) discounts in relation to Contracts which run for multiple years or which cover multiple items of equipment), or other methodologies notified to suppliers.

8. Where more than one supplier is invited to submit an offer, the offers shall be evaluated using such criteria as a Participating Authority shall determine (including (i) price only; (ii) quality only; or (iii) a combination of quality and price) and in each case, the terms of the resulting Contract (including the Contract Price and Specification of the relevant Services) may differ from those set out in the Framework Agreement and Call-Off Terms and Conditions.

9. As set out at Clauses 7 and 8 (above), NHS Supply Chain may at the request of one or more Participating Authorities re-open competition between the supplier(s) referred to at Clause 7 above based on the award criteria referred to in Clause 8 above. Once a competition has been concluded Orders may be placed by NHS Supply Chain under the Call-off Terms and Conditions for the Provision of Services (as amended in accordance with the competition). A Contract concluded following a re-opening of competition is made up of the following components:

   9.1. the bespoke requirements referred to in Clause 7 above;

   9.2. the Call-off Terms and Conditions for the Provision of Services (as amended in accordance with the competition);

   9.3. a completed Purchase Order (as detailed further at Appendix 1 below);

9.3.1. 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 used to conduct the competition;

9.3.2. (if applicable) the Cover Level Document and Quotation accepted by the Participating Authority; and

9.3.3. any relevant provisions applicable to the Contract as set out in the Framework Agreement.

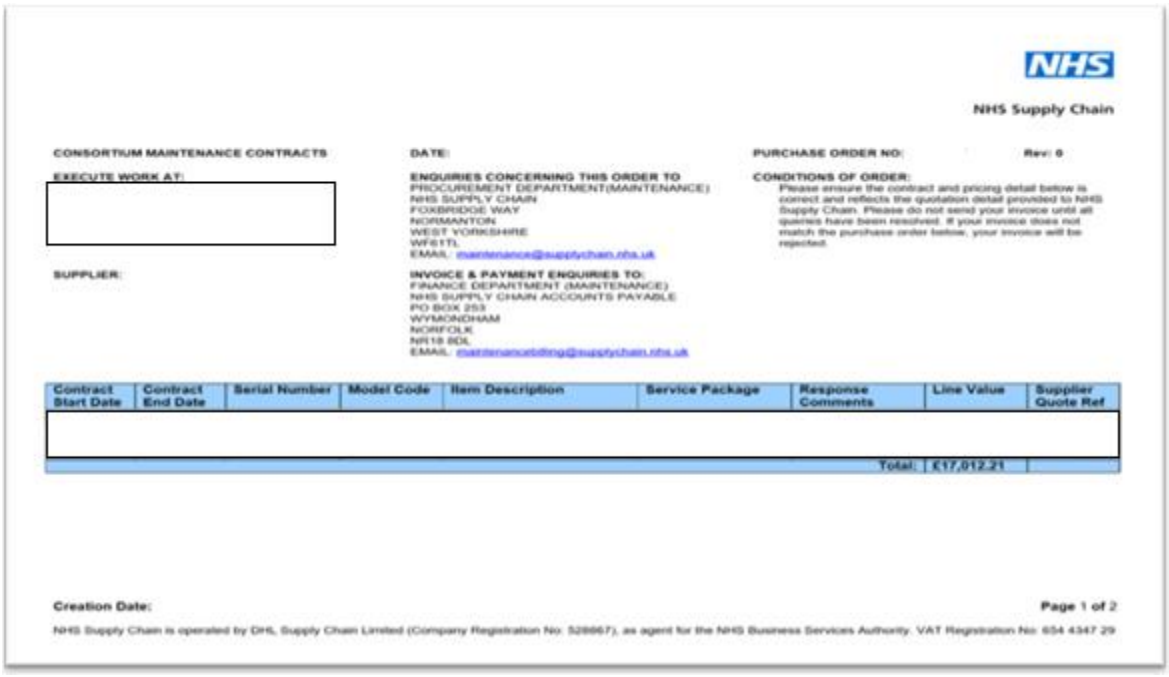
10. For the avoidance of doubt, any competition pursuant to this Framework Agreement shall be carried out by NHS Supply Chain only on behalf of one or more Participating Authorities. No Participating Authority (other than NHS Supply Chain) shall be entitled to carry out a competition under this Framework Agreement without the express consent of NHS Supply Chain.

11. In relation to either Clauses 7, 8, 9 or 10 above, NHS Supply Chain may request pricing on the basis of a commitment by a Participating Authority to purchase a specified quantity or value of Services during an agreed period of time, for which NHS Supply Chain may pay the supplier in advance.

12. Only NHS Supply Chain may carry out further competitions (including by means of electronic auction) under the Framework Agreement.

13. During the Term, the Parties may agree to permit the Supplier to perform Services in respect of new or replacement equipment (for example, equipment which is in addition to the modalities listed within the Lot to which the Supplier is awarded) and to increase or restrict the geographical areas in which such Services may be performed by the Supplier.

Appendix 1 to Schedule 7



NHS Supply Chain

CONSORTIUM MAINTENANCE CONTRACTS

EXECUTE WORK AT:

SUPPLIER:

DATE:

ENQUIRIES CONCERNING THIS ORDER TO
PROCUREMENT DEPARTMENT(MAINTENANCE)
NHS SUPPLY CHAIN
FOXBRIDGE WAY
NORMANTON
WEST YORKSHIRE
WF61TL
EMAIL: maintenance@supplychain.nhs.uk

INVOICE & PAYMENT ENQUIRIES TO:
FINANCE DEPARTMENT (MAINTENANCE)
NHS SUPPLY CHAIN ACCOUNTS PAYABLE
PO BOX 253
WYMONDHAM
NORFOLK
NR18 8DL
EMAIL: maintenanceblling@supplychain.nhs.uk

PURCHASE ORDER NO: Rev: 0

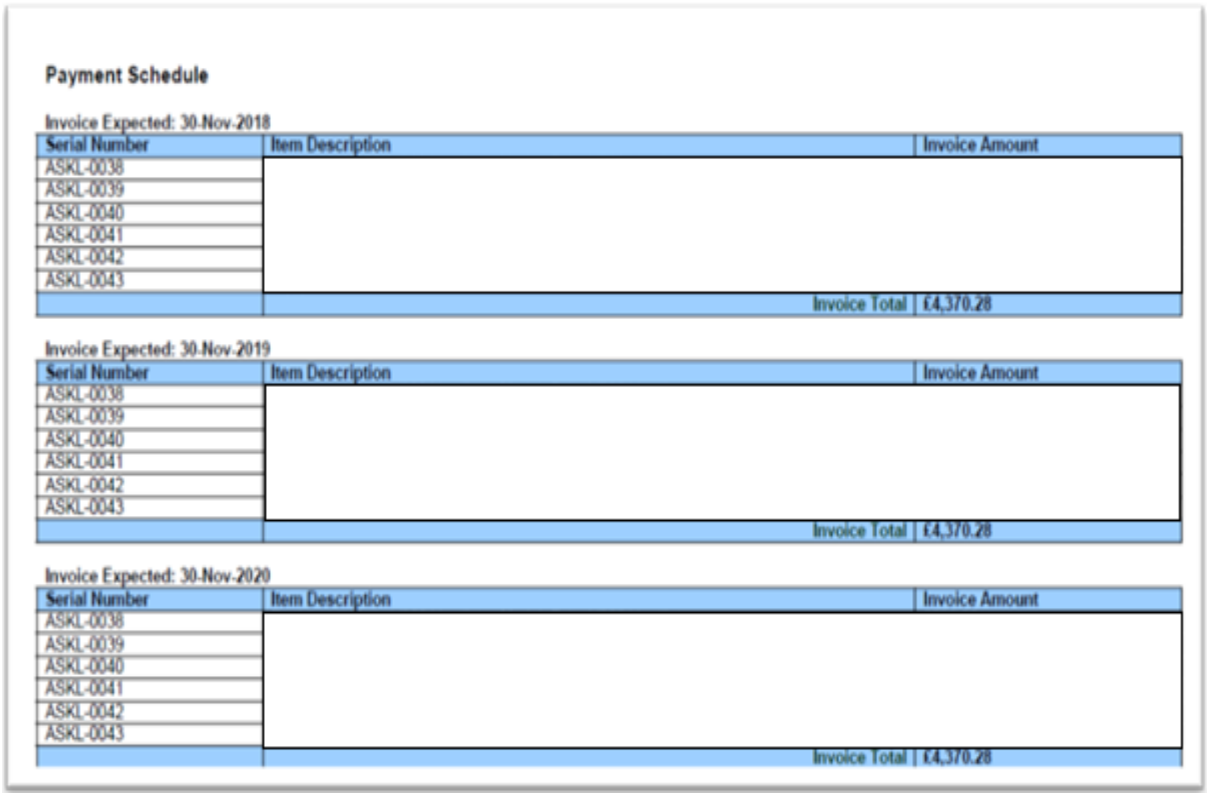
CONDITIONS OF ORDER:
Please ensure the contract and pricing detail below is correct and reflects the quotation detail provided to NHS Supply Chain. Please do not send your invoice until all queries have been resolved. If your invoice does not match the purchase order below, your invoice will be rejected.

Contract Start Date	Contract End Date	Serial Number	Model Code	Item Description	Service Package	Response Comments	Line Value	Supplier Quote Ref
						Total:	£17,012.21	

Creation Date:

Page 1 of 2

NHS Supply Chain is operated by DHL Supply Chain Limited (Company Registration No: 528667), as agent for the NHS Business Services Authority. VAT Registration No: 654 4347 29



Payment Schedule

Invoice Expected: 30-Nov-2018

Serial Number	Item Description	Invoice Amount
ASKL-0038		
ASKL-0039		
ASKL-0040		
ASKL-0041		
ASKL-0042		
ASKL-0043		
	Invoice Total	£4,370.28

Invoice Expected: 30-Nov-2019

Serial Number	Item Description	Invoice Amount
ASKL-0038		
ASKL-0039		
ASKL-0040		
ASKL-0041		
ASKL-0042		
ASKL-0043		
	Invoice Total	£4,370.28

Invoice Expected: 30-Nov-2020

Serial Number	Item Description	Invoice Amount
ASKL-0038		
ASKL-0039		
ASKL-0040		
ASKL-0041		
ASKL-0042		
ASKL-0043		
	Invoice Total	£4,370.28

Appendix 2 to Schedule 7

Responses

REQUEST NUMBER	CR0000230337
SUPPLIER REFERENCE	SAMPLE SUPPLIER
CLOSING DATE	19/08/2015
CUSTOMER	CARRWOOD PARK NHS TRUST

N=Not Required

R=Required

C=Completed

O=Only one option allowed

CARRWOOD PARK 3 HOSPITAL							SERVICE PACKAGE	OFFER TYPE
Item Description	Serial Number	Location	Model Description	Model Number	Model Year	Brand	Name	Description
PLASTIC WIDGET	ABC123	WIDGET ROOM 1	SAMPLE	WDGT-001	2015	WIDGETSRUS	SAMPLE SERVICE PACKAGE	BASIC
PLASTIC WIDGET	ABC123	WIDGET ROOM 1	SAMPLE	WDGT-001	2015	WIDGETSRUS	SAMPLE SERVICE PACKAGE	BASIC
PLASTIC WIDGET	ABC234	WIDGET ROOM 2	SAMPLE	WDGT-001	2015	WIDGETSRUS	SAMPLE SERVICE PACKAGE	BASIC
PLASTIC WIDGET	ABC567	WIDGET ROOM 3	SAMPLE	WDGT-001	2015	WIDGETSRUS	SAMPLE SERVICE PACKAGE	BASIC
PLASTIC WIDGET	ABC567	WIDGET ROOM 3	SAMPLE	WDGT-001	2015	WIDGETSRUS	SAMPLE SERVICE PACKAGE	BASIC

	PRO RATA					SINGLE YEAR		
Item Description	Start Date	End Date		Quote	Apply FMW	Start Date		Quote
PLASTIC WIDGET			N			18/08/2015	C	£1.99
PLASTIC WIDGET			N			18/08/2015	N	
PLASTIC WIDGET			N			18/08/2015	R	£1.75
PLASTIC WIDGET			N			18/08/2015	R	
PLASTIC WIDGET			N			18/08/2015	N	

	MULTI YEAR														ADDITIONAL INFORMATION		
Item Description	Start Date	Duration		Fixed Full Payment	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Decline	Reference	Comment
PLASTIC WIDGET			N													Quote Ref 1	
PLASTIC WIDGET	18/08/2015	36 months	R	£3.50	£1.23	£1.29	£1.45									Quote Ref 2	
PLASTIC WIDGET			N													Quote Ref 3	
PLASTIC WIDGET			N														
PLASTIC WIDGET	18/08/2015	50 months	R	£4.75	£100.00	£100.00	£100.00	£100.00	£100.00							Quote Ref 4	

Appendix 4a

Call-off Terms and Conditions for the Provision of Services