

[NB: Comments in yellow indicate where text is to be completed, or an option is to be selected or deleted, by NHS Supply Chain. Notes in green indicate which provisions are to be used in which context by NHS Supply Chain (i.e. depending on type of commitment). All watermarks, square brackets, highlighting and notes to be deleted before signature.]

[Company name]; company number: [Company number] (the  
"Supplier")  
[Registered office address]

FAO: [Contact's name]

NHS Supply Chain  
Unit 3  
Carrwood Park  
Swillington Common  
Leeds  
LS15 4LG

Telephone: [add relevant detail]  
Email: [add relevant detail]  
[www.supplychain.nhs.uk](http://www.supplychain.nhs.uk)

[Date]

Dear Sirs

**Supply of [add equipment description]  
Framework agreement for [add FA details] dated [date of FA] including its Schedules and  
Appendices (the "Framework Agreement").**

Further to our recent conversations regarding the purchase of equipment NHS Supply Chain, from you, the Supplier, we have set out in Schedule 1 overleaf the terms which apply.

Please confirm you agree to be bound by these terms by signing below and returning one copy to us.

The terms set out in this letter and Schedule 1 (the "Agreement") will take effect on the date set out in paragraph 1 of the Agreement.

Yours faithfully  
**NHS Supply Chain**

Signed by .....  
for and on behalf of the Supplier

Print Name: .....

Date: .....

Signed by .....  
for and on behalf of 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

Print Name: .....

Date: .....



## SCHEDULE 1 AGREED TERMS

1. This Agreement shall commence on [date] or the date that NHS Supply Chain countersigns above, if later.
2. [for volume commitments (e.g. purchase 10 items of specified equipment)] [During the term of this Agreement, NHS Supply Chain agrees to purchase from the Supplier, and the Supplier agrees to sell to NHS Supply Chain, [quantity] [equipment description/model name (model number)] with the configuration set out at Appendix 1, as improved or updated (including in respect of software updates) during the term of this Agreement (each an “Item of Equipment” and together, “the Equipment”). NHS Supply Chain shall order [the Equipment in the manner described in paragraph 9 below.]  
[OR, for value commitments (e.g. purchase equipment to the value of £1,000,000)] [During the term of this Agreement, NHS Supply Chain agrees to purchase from the Supplier, and the Supplier agrees to sell to NHS Supply Chain, equipment with a cumulative value of [£add value and whether this is inclusive or exclusive of VAT] of [equipment description/model names (model numbers) [OR, if different types of equipment] [as set out in Appendix 1]] with the configuration set out at Appendix 1, as improved or updated (including in respect of software updates) during the term of this Agreement (each an “Item of Equipment” and together, the “Equipment”). NHS Supply Chain shall order the Equipment in the manner described in paragraph 9 below.]
3. The price payable by NHS Supply Chain for each Item of Equipment shall be [[price] [OR, if different types of equipment] [as set out in Appendix 1]] [plus/inclusive of] VAT at the applicable rate (the “Purchase Price”). Subject to paragraph 18 below, the Purchase Price shall remain fixed for the term of this Agreement.
4. [include if Management Fee applicable – if not please delete but ensure the alternative “not used” wording is left at paragraph 4] [The Supplier shall pay the Management Fee in respect of the Equipment and any Upgrades ordered by NHS Supply Chain pursuant to this Agreement to NHS Supply Chain at the rate set out in the Commercial Schedule to the Framework Agreement. The Management Fee due under this Agreement shall be included with the Management Fee due for the Direct Route of Supply Orders under the Framework Agreement and shall be subject to the provisions of Clause 9 of Schedule 2 of the Framework Agreement applicable to the Management Fee due for such Direct Route of Supply Orders.] [OR] [NOT USED]
5. [include if applicable – if not needed please delete but ensure the “not used” wording is left at paragraph 5] [NHS Supply Chain shall, subject to the supplier's consent (not to be unreasonably withheld or delayed) have the option, which it shall not be under any obligation to exercise, to increase the [volume/value] of the Equipment to be purchased under paragraph 2 by a further [volume/value and state whether inclusive or exclusive or VAT].] [OR] [NOT USED]
6. [include if Upgrade option is applicable – if not needed please delete but ensure the alternative “not used” wording is left at this paragraph 6, and remove all other references to Upgrades in the agreement] [NHS Supply Chain shall [have the option, which it shall not be required to exercise, to purchase any of the upgrades to the Equipment] [OR] [purchase [volume] [OR] [£[value] of]] upgrades to the Equipment] set out at Appendix 2 (with the configuration and at no more than the maximum price set out at Appendix 2 plus VAT at the applicable rate (“Upgrade Price”)), as improved or updated including in respect of software updates over the



term of this Agreement (each an “Upgrade”). The additional cost (as set out in Appendix 2) of any Upgrade shall be payable by NHS Supply Chain together with the cost of any Accessories in accordance with paragraph 9. If an Upgrade listed in Appendix 2 is a different model of the Equipment rather than an add-on to the Equipment, any such Upgrade shall count towards the [volume] [OR] [value] commitment in paragraph 2. For the avoidance of doubt, the terms and conditions of the Framework Agreement shall apply to each and every Upgrade as if it were an Item of Equipment and shall take precedence over any other terms and conditions that the Supplier may seek to apply, including (without limitation) any terms and conditions attached to the Supplier’s invoice in respect of the relevant Upgrade. Where any Upgrade is purchased, any reference in this Agreement to Equipment shall include any such Upgrade as applicable.] [OR] [NOT USED]

7. [include if Accessories option is applicable – if not needed please delete but ensure the alternative “not used” wording is left at this paragraph 6 and remove all other references to Accessories in the agreement] [NHS Supply Chain shall have the option to purchase additional enhancements, options and/or accessories (other than those described at Appendix 1, which shall be included in the Purchase Price) (each an “Accessory” and together, the “Accessories”), at a discount of at least [add relevant %] against the Single Unit Price for each such Accessory set out in the Framework Agreement. [Where POS Maintenance is also offered, please add the following sentence and delete otherwise] [Where such Accessory is POS Maintenance, this shall be sold to NHS Supply Chain at the discount set out in Appendix 3.] [OR] [NOT USED]
8. The Equipment and any Accessories purchased by NHS Supply Chain pursuant to this Agreement shall be offered for sale by NHS Supply Chain to its customers (each a “Customer” and together, the “Customers”). The Supplier acknowledges that NHS Supply Chain will have sole responsibility to set the selling price to Customers for each Item of Equipment and/or any Accessories.
9. [select appropriate paragraph – PO commitment (e.g. commitment to purchase the full amount on a PO, but only invoiced as Equipment is supplied via Specific Order)] - NHS Supply Chain shall provide the Supplier with a purchase order [please ensure that all required POs can be placed within the term of the Framework Agreement] for the Equipment setting out the relevant Purchase Price (the “Purchase Order”). The Supplier shall not issue an invoice for, or deliver, any of the Equipment until NHS Supply Chain places a specific order with the Supplier for an Item of Equipment in respect of a specific Customer (a “Specific Order”). The following process shall apply to the delivery of each Item of Equipment:] [OR]

[select appropriate paragraph – for cash commitment (e.g. payment in advance for all the committed volume or value)] - NHS Supply Chain shall provide the Supplier with a purchase order for the Equipment (the “Purchase Order”). The Supplier shall be entitled to invoice NHS Supply Chain for the Equipment to the value of the Equipment according to paragraphs 2 and 3. The following process shall apply to the delivery of each Item of Equipment:] [OR]

[select appropriate paragraph – for cash commitment in tranches (e.g. payment in advance for all the committed volume or value but paid in instalments)] - NHS Supply Chain shall provide the Supplier with [add number of] purchase orders for the Equipment (each a “Purchase Order”) to the value of [add value £] each. The Supplier shall be entitled to invoice NHS Supply Chain for the Equipment to the value of the relevant Purchase Order which will be paid in accordance with paragraph 9.7. The second and subsequent Purchase Order(s) shall be provided to the Supplier at the point when further money is required to place further orders for Equipment. The following process shall apply to the delivery of each Item of Equipment:] [OR]  
[select appropriate paragraph – for orders with PO that will be paid in specific tranches e.g.



payment at set value amount] [The commitment in paragraph 2 will be split into [X NUMBER] tranches, each a separate line on the Purchase Order, those tranches (and therefore each line) shall be as follows: [£POUNDS], [£POUNDS] and [£POUNDS] respectively. The Purchase Order shall have a value assigned for tranche 1, with a zero balance against the second and third tranches. When [PERCENTAGE%] of the previous tranche has been fulfilled and/or there is an order for higher than the remaining balance, the Purchase Order will be amended to include a value for next tranche with a zero balance against any previous tranches which have been paid and any subsequent tranches which are not yet payable. The Supplier shall be entitled to invoice NHS Supply Chain for the Equipment to the value of the Purchase Order (as amended) which will be paid in accordance with paragraph 9.7. The following process shall apply to the delivery of each Item of Equipment:

[after selecting the appropriate paragraph above, follow with the applicable sub-clauses below as required]

- 9.1 NHS Supply Chain will notify to the Supplier the specifications of the relevant Item(s) of Equipment, the Customer (including the address for delivery, installation and configuration as applicable), and any other information which NHS Supply Chain considers relevant. Where a Customer has requested any Accessories to the Equipment, NHS Supply Chain shall issue to the Supplier an additional purchase order in respect of such Accessories;
- 9.2 when requested by NHS Supply Chain, the Supplier shall deliver [select/delete as appropriate] [and install] [OR] [, install and configure] the Equipment and any Accessories (including any updates or improvements which the Supplier may make to them) at its own risk and expense, to the [select/delete as appropriate] [NHS Supply Chain facility] [OR] [Customer at the Customer's premises] [OR] [NHS Supply Chain facility and/or to the Customer at the Customer's premises]. [Delete the following sentence if not relevant] [Where the Supplier is delivering to an NHS Supply Chain facility, it shall be delivered in appropriate packaging which identifies the Equipment and/or Accessories and which is suitable for storage and onward delivery (notwithstanding whether that onward delivery is carried out by the Supplier or not).] [Delete the following sentence if not relevant] [For the avoidance of doubt, if the Supplier is required to install [and configure] the Equipment and/or any Accessories, it [shall] [OR] [shall not] be responsible for delivery from the NHS Supply Chain facility to the Customer.] Unless agreed otherwise, the lead times set out in the Framework Agreement shall apply;
- 9.3 within 5 days of delivery of the Equipment and any Accessories to the [select/delete as appropriate] [NHS Supply Chain facility] [OR] [and] [Customer at the Customer's premises], the Supplier shall provide a proof of delivery document to NHS Supply Chain;
- 9.4 [only delete this paragraph if this is a stocked deal where the Supplier is also providing customer delivery only (but equipment does not need to be installed and configured) – if deleted please ensure the alternative “not used” wording is left at this paragraph 9.4] [the Supplier will notify NHS Supply Chain once the relevant Equipment and Accessories have been accepted by the Customer following installation and configuration within 3 working days of such acceptance. Upon request, the Supplier shall provide NHS Supply Chain with copies of acceptance certificates and such other information as may reasonably be required by NHS Supply Chain in connection with such delivery, installation and configuration] [OR] [NOT USED];
- 9.5 [select appropriate paragraph – for 100% payment]- Upon acceptance of the Equipment and any Accessories by the Customer under paragraph 9.4, the Supplier shall invoice



NHS Supply Chain for the Purchase Price stated on the Specific Order in respect of such Equipment and Accessories;] [OR]

[select appropriate paragraph – for 95%/5% payment]- Upon delivery of the Equipment and any Accessories, the Supplier shall invoice NHS Supply Chain for 95% of the Purchase Price stated on the Specific Order in respect of such Equipment and Accessories. Following this, upon acceptance of the Equipment and any Accessories by the Customer under paragraph 9.4, the Supplier shall invoice NHS Supply Chain for the remaining 5% of the Purchase Price stated on the Specific Order in respect of such Equipment and Accessories;] [OR]

[use this option and delete both highlighted paragraphs above if payment is being made upfront as a cash commitment] [NOT USED;]

- 9.6 where the Supplier agrees any arrangements with Customers to trade-in or dispose of existing equipment, NHS Supply Chain shall have no liability to the Supplier in respect of such arrangements; and
- 9.7 invoices shall be paid by NHS Supply Chain in accordance with the terms of the Framework Agreement provided that invoices shall not be paid without compliance with paragraph 9.3 of this Agreement.
10. Notwithstanding the provision of proof of delivery in accordance with paragraph 9.3, the Supplier acknowledges that upon delivery NHS Supply Chain shall not inspect the Equipment and/or any Accessories and, without prejudice to any other obligations, the Supplier shall remain liable for any discrepancy in the Equipment and/or any Accessories to the extent they do not meet the configuration set out in Appendix 1 upon delivery to the Customer (notwithstanding whether the Equipment and/or Accessories have been stored at the NHS Supply Chain facility nor whether delivery to the NHS Supply Chain facility and/or Customer is carried out by the Supplier or not).
11. In the event the Customer rejects any Equipment and/or Accessories, the Supplier will remove the relevant Equipment and/or Accessories from the Customer and will indemnify NHS Supply Chain and the Customer for the reasonable costs they incur in making good any damage they suffer in relation to such removal. The Supplier shall replace the relevant Equipment and/or Accessories at no cost to NHS Supply Chain, such replacement Equipment and/or Accessories to be delivered [, installed and configured] in accordance with paragraphs 9.2 to 9.6 inclusive.
12. The guarantees and warranties given in respect of the Equipment and/or Accessories under the Framework Agreement (or otherwise implied by law) will commence on delivery of the Equipment to the relevant Customer's premises. Such guarantees and warranties shall be for the benefit of the receiving Customer from the date of delivery to the Customer's premises for a period of [12 months [12 months is minimum - increase as required]] thereafter. For the avoidance of doubt, the Customer may directly enforce such guarantees and warranties against the Supplier. This paragraph shall survive the expiry or termination of this Agreement.
13. The Supplier shall provide to NHS Supply Chain at any time upon request relevant documentation (including copies of relevant invoices and acceptance certificates) to evidence proof of purchase of the Equipment and any Accessories by NHS Supply Chain and its Customers. The Supplier agrees that such purchases shall be free of any charge or encumbrance.





14. Title in the Equipment shall pass to NHS Supply Chain upon payment in full pursuant to paragraph 9.
15. Depending on the route of delivery, the risk in the Equipment shall either (i) transfer to NHS Supply Chain upon delivery to its facility and, if the Supplier is to install or install and configure the Equipment, risk shall transfer back to the Supplier at the commencement of the installation and remain with the supplier until the Equipment is accepted by the Customer under paragraph 9.4; or (ii) remain with the Supplier, where it is carrying out delivery and/or installation or installation and configuration, until the Equipment is accepted by the Customer under paragraph 9.4.
16. [this paragraph can only be deleted where Equipment is to be paid for after it has been delivered or received into stock by NHSSC (and no part of payment is made upfront) – in that case alternative “not used” wording is to be left at paragraph 16][Further to paragraphs 14 and 15, the Supplier agrees to:
  - 16.1 store the Equipment separately from all other goods held by the Supplier and mark the Equipment and its packaging such that it remains identifiable as NHS Supply Chain's property;
  - 16.2 not remove, deface or obscure any identifying mark that is stamped, written or otherwise located on the relevant item of Equipment or its packaging;
  - 16.3 maintain the Equipment in a satisfactory condition and keep the Equipment insured with a reputable insurer against all risks for the Purchase Price (without excess or deduction) whilst held by the Supplier;
  - 16.4 notify NHS Supply Chain as soon as reasonably practicable where any damage or defect has occurred or arisen in respect of any Equipment, and in the event the Equipment cannot in the sole opinion of NHS Supply Chain be sold or used due to such damage, replace such Equipment at no additional cost to NHS Supply Chain; and
  - 16.5 notify NHS Supply Chain immediately if one of the events described in paragraph 16.5.1 of Schedule 2 of the Framework Agreement occurs] **[OR] [NOT USED]**.
17. Without limitation to any other rights that NHS Supply Chain may have, where NHS Supply Chain has paid the Purchase Price in full, the Supplier permits NHS Supply Chain to enter into any of the Supplier's premises where the Equipment is being held and to recover such Items of Equipment as are stored there.
18. If during the term of this Agreement the Supplier introduces new equipment ("**New Equipment**") or new accessories ("**New Accessories**") which in the reasonable opinion of NHS Supply Chain is either technically superior or more attractive to Customers than the Equipment or Accessories originally contemplated by this Agreement, NHS Supply Chain may substitute orders made for Equipment and/or Accessories with orders for New Equipment and/or New Accessories. In such circumstances, the Supplier shall be entitled to charge an increased price for the New Equipment and/or New Accessories, such price to be determined by applying a discount to the single unit price of the New Equipment and/or New Accessories that is directly proportional to the discount applied (pursuant to this Agreement) to the Single Unit Price of the Equipment and/or Accessories as quoted in the Framework Agreement. If NHS Supply Chain exercises the substitution option described above, the terms of this Agreement shall apply to the New Equipment and/or New Accessories as if it were Equipment and the sums already paid for the Equipment and/or Accessories being replaced by the New



Equipment and/or New Accessories shall be offset against the purchase price of the New Equipment and/or New Accessories.

19. [use or delete this paragraph as required – if not needed please delete but ensure the alternative “not used” wording is left at this paragraph 19] [In addition to the Equipment and Accessories detailed in this Agreement, the Supplier shall also provide the following to NHS Supply Chain without charge:

19.1 [please add any value adds as required, e.g. extended warranty;

19.2 training etc.];

the above shall apply to each purchase of an Item of Equipment under this Agreement and the Supplier shall not be entitled to any refund or to claim any loss in respect of the same including in the event that the commitment in paragraph 2 is not met (including due to earlier termination where relevant) or is reduced by mutual agreement and variation between the parties.] [OR] [NOT USED]

20. Without prejudice to the ongoing obligations of the parties under the terms of this Agreement and the Framework Agreement, following expiration or earlier termination (including, without limitation, to deliver, install and/or configure any Equipment and/or Accessories as applicable and to replace any Equipment and/or Accessories rejected by the Customer) that [are subject to a Specific Order] [OR] [have been paid for in advance by NHS Supply Chain prior to the date of termination except as may be set out in paragraph 21], this Agreement shall:

20.1 expire when all Items of Equipment and/or Accessories ordered by NHS Supply Chain have been [select as appropriate depending on whether the deal is stocked or not][accepted by the relevant Customer in accordance with paragraph 9.4] [OR] [delivered to the NHS Supply Chain facility and a proof of delivery provided in accordance with paragraph 9.3]; or

20.2 terminate on [date] [delete next sentence if alternative not required] [and terminate [immediately] [OR] [on [X] days’] written notice from NHS Supply Chain to the Supplier in the event that less than [X]% of the amount specified in paragraph 2 for each Item of Equipment has been accepted by Customers in accordance with paragraph 9 prior to [date]].] [OR] [NOT USED]

21. [include where there is a termination date – if not please delete but ensure the alternative “not used” wording is left at this paragraph 21] [In the event that the commitment set out in paragraph 2 is not met by the termination date, [please select as appropriate] [the Supplier waives the obligation placed on NHS Supply Chain to purchase the specified commitment] [OR] [NHS Supply Chain shall have the option to extend this Agreement by [add amount] months upon giving the Supplier [add amount] months’ notice prior to the termination date] [OR] [the parties shall negotiate an extension of this Agreement in good faith prior to the termination date] [OR] [NHS Supply Chain shall take the shortfall of Equipment into stock at an NHS Supply Chain facility, however, the Supplier’s obligations in relation (without limitation) to delivery, configuration, installation and warranty shall apply in accordance with the terms of this Agreement.] [OR] [NOT USED]

22. [include where the option to bring Equipment into stock is selected in para 21 – if not please delete but ensure the alternative “not used” wording is left at paragraph 22] [Where NHS Supply Chain brings any of the Equipment and/or Accessories into stock at an NHS Supply Chain



facility, delivery to the Customer by the Supplier shall be to an address notified by NHS Supply Chain and the delivery terms in this Agreement shall apply. The risk in the Equipment and/or Accessories shall be as set out in paragraph 15. All Upgrades or Accessories required by the Customer shall be delivered to the Customer and installed and configured as outlined in the relevant [please select as appropriate] [Purchase Order [for cash commitment]/Specific Order [for PO commitment] in accordance with this Agreement.] [OR] [NOT USED]

23. [if not used please delete and ensure the alternative "not used" wording is left at paragraph 23] [Where NHS Supply Chain has paid the Purchase Price, if NHS Supply Chain does not re-sell the Equipment and/or Accessories to a Customer, the Supplier shall collect the Equipment and/or Accessories and provide a refund to NHS Supply Chain in respect of such equipment.] [OR] [NOT USED]

24. In the event the Single Unit Price at which the Equipment and/or Accessories are available under the Framework Agreement is reduced during the term of this Agreement, the Purchase Price in respect of all Equipment and/or Accessories subject to this Agreement shall be reduced by the same percentage. In the event the Single Unit Price at which the Equipment and/or Accessories are available under the Framework Agreement increases, the Purchase Price shall remain the same.

25. [required if Supplier is a distributor) – if not needed please ensure the alternative "not used" wording is left at paragraph 25] [The Supplier warrants, represents and undertakes to NHS Supply Chain that on the date of this Agreement that:

25.1 it is a party to (and is selling the Equipment to NHS Supply Chain pursuant to) a distribution agreement with the manufacturer of such Equipment (the "Distribution Agreement") under which the Supplier is the exclusive (as distinct from sole) distributor and under which the manufacturer of such Equipment is prohibited from selling [add generic equipment type] in the UK; and

25.2 notwithstanding the termination or expiry of the Distribution Agreement, the Supplier shall continue to perform its obligations under any warranty given at the date of this Agreement in respect of the Equipment, and shall continue to make available upon request all spare parts and accessories required by NHS Supply Chain for the purpose of servicing, repairing and maintaining the equipment]

[OR] [NOT USED]

26. The terms of the Framework Agreement shall apply save as amended by this Agreement. In the event of any inconsistency between the terms of the Framework Agreement and this Agreement, the terms of this Agreement shall prevail. Words defined in the Framework Agreement shall have the same meaning in this letter unless expressly stated otherwise.
27. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which together constitute one agreement.
28. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and 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 Agreement or its subject matter.





## Appendix 1 Configuration

[Add equipment description, price and whether VAT is included or excluded]

[Add full equipment details including model name, model number, quantity, prices, and accessories and/options included in the price etc.]

## Appendix 2 Upgrades

[Add upgrade description, price and whether VAT is included or excluded]

[Add upgrade details including model name and number etc.]

[OR]

[No upgrades are applicable to this Agreement.]

[Appendix 3 to be used or deleted, as required]

## Appendix 3 POS Maintenance Discount

[The following discounts shall apply to maintenance packages purchased in accordance with paragraph 7, each as it relates to an Item of Equipment:]

[Add discount details – which may be a table as set out below]

POS maintenance type	Discount from Framework Agreement price

