NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS

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	Viamed Limited (registered number 01291765) whose registered office is at 15 Station Road, Cross Hills, Keighley, West Yorkshire, BD20 7DT
Date	04 June 2024
Framework Agreement Name	Patient Monitoring Equipment, Bedside Equipment Alarm Monitoring Systems and Related Products and Services
Framework Agreement Number	Project_975
Lots subject to this Framework Agreement	Lot 1 – Non-Specialist Patient Monitoring Equipment

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 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 I	Data Protection Protocol
Schedule 4	Definitions and Interpretations
Schedule 5(a)	Specification
Schedule 5(b)	Tender Response Document
Schedule 6	Commercial Schedule
Appendix 1	Pricing Schedule
Appendix 2	Commitment Deal Supplemental Agreement
Schedule 7	Competition and Call Off
Appendix A	Call-off Terms and Conditions for the Supply of Goods and Services
Appendix B	Template Forms

Signed by an authorised representative for and on behalf of NHS Supply Chain

Name:	Paul Webster	Signature	DocuSigned by: DF64C3ABEGF64AE...
Position:	Company Secretary		

Signed by an authorised representative of the Supplier

Name:	Steve Nixon	Signature	DocuSigned by: Steve Nixon 88429A570B45466...
Position:	Director		

Schedule 1

Key Provisions

Standard Key Provisions

Application of the Key Provisions

1.1 The standard Key Provisions at Clauses 1.1 to 1.9 of this Schedule 1 shall apply to this Framework Agreement.

1.2 The optional Key Provisions at Clauses 1.10 to 1.12 of this Schedule 1 shall only apply to this Framework Agreement where they have been checked and information completed as applicable.

1.3 Extra Key Provisions shall only apply to this Framework Agreement as provided at Clause 1.13 of this Schedule 1.

Term

1.4 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 four (4) years in total.

Contract Managers

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

1.5.1 for NHS Supply Chain:

Category Manager
NHS Supply Chain
Park 3
Swillington Common Farm
Selby Road
Leeds
LS15 4LG

1.5.2 for the Supplier

Viamed Limited
15 Station Road
Cross Hills
Keighley
West Yorkshire
BD20 7DT

Names and addresses for notices.

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

1.6.1 for NHS Supply Chain:

Category Lead
Patient Monitoring
Diagnostics, Equipment and Services

NHS Supply Chain
Carrwood Park
Swillington Common Farm
Selby Road
Leeds
LS15 4LG.

1.6.2 for the Supplier:
Viamed Limited
15 Station Road
Cross Hills
Keighley
West Yorkshire
BD20 7DT

Management levels for dispute resolution

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

Level	**NHS Supply Chain representative**	**Supplier representative**
1	Category Manager	Contract Manager
2	Category Lead	Senior Contract Manager or equivalent
3	Head of Category/Director	Director or equivalent

Order of precedence

1.8 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:

1.8.1 the provisions on the front page of this Framework Agreement for the Supply of Goods and Services;

1.8.2 Schedule 1: Key Provisions;

1.8.3 Schedule 5(a): Specification;

1.8.4 Schedule 2: General Terms and Conditions;

1.8.5 Schedule 6: Commercial Schedule;

1.8.6 Schedule 5(b): Tender Response Document;

1.8.7 Schedule 3: Information and Data Provisions;

1.8.8 Schedule 4: Definitions and Interpretations; and

1.8.9 the order in which all subsequent schedules, if any, appear.

Participating Authorities

1.9 The following Contracting Authorities are entitled to place Orders:

1.9.1 in relation to a Direct Route of Supply: any NHS Trust; other NHS entities; any private sector entity which is active in the United Kingdom, Gibraltar or The Channels Islands Healthcare Sector; any government department, government agency or other statutory body; or 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 (PRUs), further education colleges and universities; and

1.9.2 in relation to a Non-direct Route of Supply: NHS Supply Chain will be entitled to purchase the Goods and/or Service which it will then make available for purchase by any NHS Trust; any other NHS entity; any private sector entity active in the UK healthcare sector; any government department, agency or other statutory body; 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 (PRUs), further education colleges and universities,

for the avoidance of doubt, any successor bodies of any of the entities 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 and the standards are listed)

1.10 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 Goods and Services and that it shall evidence such compliance on request.

Different levels and/or types of insurance ☒ (only applicable to the Framework Agreement if this box is checked and the table sets out the requirements)

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

Type of insurance required	**Minimum cover**
Employer's liability insurance	As set out in clause 15.1 of Schedule 2
Public liability (including pure economic loss) insurance	As set out in clause 15.1 of Schedule 2
Product liability insurance	£5 Million Pound in Aggregate

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

1.12 Promptly following the execution of this Framework Agreement, the Supplier shall, if it has not already delivered an executed deed of guarantee to NHS Supply Chain, deliver the executed deed of guarantee to NHS Supply Chain as required by the procurement process followed by NHS Supply Chain. Failure to comply with this Key Provision shall be 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 supplier of the Goods and Services and the Supplier shall be eligible to be considered for the award of Orders during the Term.

1.2 In consideration of 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 supply Goods and Services under Orders placed with the Supplier:

1.2.1 of the exact quality, type and as otherwise specified in the Specification and accepted by NHS Supply Chain in the Tender Response Document;

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

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

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

1.4 The Supplier shall comply fully with its obligations set out in this Framework Agreement, the Specification and Tender Response Document, the Call-off Terms and Conditions for the Supply of Goods and 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 the quality, performance characteristics, supply and delivery in relation to use of the Goods and the provision of the Services).

1.5 Without limitation to any of the provisions of Clause 23 of this Schedule 2 and/or the Commercial Schedule:

1.5.1 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 Goods and Services, including the way in which the Goods and Services are sourced, supplied, ordered and packaged, to achieve the most efficient and best value Goods and Services for the mutual benefit of the Supplier, NHS Supply Chain, the Authority and NHS.

1.5.2 the Supplier agrees to work with NHS Supply Chain during the Term of this Framework Agreement to explore ways in which commitment offered by NHS Supply Chain and/or Authorities in relation to specific Contracts can be reflected in more competitive pricing for the Authority.

1.6 If there are any quality, performance and/or safety related reports, notices, alerts or other communications issued by the Supplier or any regulatory or other body in relation to the Goods, the Supplier shall promptly (which in the case of any incidents which may have an effect on patient safety, shall mean within one (1) Business

Day) provide NHS Supply Chain with a copy of any such reports, notices, alerts or other communications.

1.7 Upon receipt of any such reports, notices, alerts or other communications pursuant to Clause 1.6 of this Schedule 2, NHS Supply Chain shall be entitled to notify Participating Authorities in electronic or other format of such reports, notices, alerts or other communications and to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully in all matters relating to any such request.

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

1.9 The Supplier acknowledges and agrees that it shall be vicariously liable for the acts or omissions of all Staff engaged by the Supplier in the performance of (i) the Supplier's obligations under this Framework Agreement and (ii) any Contracts awarded to the Supplier under the Framework Agreement. Accordingly the Supplier shall ensure that, before Staff commence any duties in connection with the Framework Agreement or any Contract, such Staff have been subject to (at a minimum) a Basic DBS Check and have been appropriately trained to fulfil their duties to the required standard.

2 NHS Supply Chain commitments

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

2.1.1 there is no obligation for NHS Supply Chain or for any other Participating Authority to purchase any Goods or Services from the Supplier during the Term;

2.1.2 no undertaking or any form of statement, promise, representation or obligation has been made by NHS Supply Chain and/or any other Participating Authority in respect of the total quantities or value of the Goods and/or 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 this Framework Agreement, no form of exclusivity has been granted by NHS Supply Chain and/or any other Participating Authority; and

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

3 Ordering procedure

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

4 Reasonable assistance

4.1 Upon the written request of any Participating Authority, the Supplier shall provide such Participating Authority with any reasonable and proportionate information that it holds about the Goods and Services it supplies under this Framework Agreement

including, without limitation, the compatibility and interoperability of the Goods with other products, to enable the Participating Authority to complete any necessary due diligence before purchasing such Goods and/or Services.

5 Supplier performance

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

5.1.1 the requirements of this Framework Agreement; and

5.1.2 the provisions of the respective Contracts.

6 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 to the Participating Authorities; and

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

regarding continuity of the supply of Goods and 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 twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Framework Agreement to Participating Authorities and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to 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 appoint and retain a Contract Manager in relation to each Lot of this Framework Agreement who shall be the primary point of contact for the other Party in relation to matters arising from this Framework Agreement. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day-to-day operation of the Framework Agreement. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with NHS Supply Chain's Contract Manager.

8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Framework Agreement and to discuss matters arising generally under this Framework Agreement. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day-to-day operation of the Framework Agreement. Review meetings shall take place at the frequency specified in the Specification. Should the Specification not state the frequency, then meetings shall take place at intervals as may otherwise be agreed in writing between the Parties.

8.3 Unless otherwise agreed between the Parties, NHS Supply Chain shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform NHS Supply Chain in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to NHS Supply Chain within such five (5) Business Days, the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the dispute resolution process set out in Clause 1.7 of the Key Provisions and Clause 23.3 of this Schedule 2.

8.4 The Supplier shall provide any management information as NHS Supply Chain may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to 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 management information to any other Contracting Authority whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body"**). The Supplier confirms and agrees that NHS Supply Chain may itself provide the Third-Party Body with management information relating to the Goods and 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 management 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 management information and producing statistics; and

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

8.6 If the Third Party Body and/or NHS Supply Chain shares the management information or any other information provided under Clause 8.5 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Framework Agreement and such management information is provided direct by 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 anybody 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 management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

9 Price and payment

Contract Price

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

Management Fee

9.2 All Goods and Services ordered pursuant to this Framework Agreement via a Direct Route of Supply, a Commitment Deal or a Multi-Authority Aggregation Deal are subject to a management fee (the "**Management Fee**"). Such Management Fee is a percentage of the total Order value (such total Order value to include, where applicable, VAT) at the rate set out in the Commercial Schedule and shall be paid to NHS Supply Chain by the Supplier in accordance with Clauses 9.3.1 and 9.4 of this Schedule 2.

9.3 The Management Fee shall be calculated and paid as follows:

9.3.1 In relation to Orders raised through the Direct Route of Supply, the Management Fee accrues and is due, in respect of each Order, from the Supplier's receipt of the Order from a Customer. The Management Fee is payable (in arrears) on such Orders as set out in sub-Clause 9.3.1(ii). The procedure for the periodic joint review of the Management Fee due on such Orders is as set out in sub-Clauses 9.3.1(i) below provided that, for the avoidance of doubt, this shall not be construed as a condition precedent to the payment obligation set out in Clause 9.3.1(ii).

(i) At the end of each quarter (or month, if agreed by the Parties), NHS Supply Chain shall provide the Supplier with a file listing all URNs issued in the previous quarter (or month as the case may be), details of the relevant Goods, Order value and (where known) the Order number. The Supplier shall confirm receipt of the Orders listed and shall highlight and confirm any additional

Orders received by the Supplier directly from a Customer but not included in the list. NHS Supply Chain shall calculate the Management Fee payable for the relevant period based upon this review (provided that this shall not limit or exclude NHS Supply Chain's right to recover payment for Management Fee due upon Orders not disclosed to NHS Supply Chain by the Supplier and/or not made known to NHS Supply Chain by a Customer).

(ii) NHS Supply Chain shall submit an aggregated invoice quarterly (or monthly, if agreed by the Parties) to the Supplier detailing the Management Fee that has accrued, and is payable, for the relevant period. The Supplier shall pay such invoice within thirty (30) days from receipt of such invoice.

9.3.2 In relation to Orders raised pursuant to a Multi-Authority Aggregation Deal NHS Supply Chain shall deduct the Management Fee payable (if any) on such Orders from the Order price prior to paying the relevant invoice.

9.3.3 In relation to Orders raised pursuant to a Commitment Deal, the Management Fee shall be paid in accordance with the terms of the relevant Commitment Deal Supplemental Agreement.

9.4 Where the Supplier raises a query with respect to an invoice or a deduction for the Management Fee, the Supplier and NHS Supply Chain shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days, the Parties shall refer to dispute resolution in accordance with Clause 23 of this Schedule 2.

Other Payments

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

10 Warranties

10.1 The Supplier warrants and undertakes that:

10.1.1 it will promptly provide NHS Supply Chain with a copy of any notice required to be provided by either the Supplier or the Authority under Clause 33 of the Call-off Terms and Conditions for the Supply of Goods and Services;

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

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

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

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 is 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 shall be 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 on 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 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 Unless otherwise agreed in writing between the Parties, 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 goods and 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 and 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 independently responsible for the conduct of its award of Contracts under this Framework Agreement and that NHS Supply Chain is not responsible or accountable for and shall have no liability whatsoever in relation to:

13.1.1 the conduct of Participating Authorities other than NHS Supply Chain in relation to the operation of this Framework Agreement; or

13.1.2 the performance or non-performance of any Participating Authorities other than NHS Supply Chain under any Contracts between the Supplier and such other Participating Authorities entered into under 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, 14.3 and 14.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Framework Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to five hundred thousand pounds (£500,000).

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

14.4 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.

14.5 The liability of the Supplier and any Participating Authorities under any Contracts entered into pursuant to this Framework Agreement shall be as set out in the Call-

off Terms and Conditions for the Supply of Goods and Services forming part of such Contracts.

15 Insurance

15.1 Subject to Clauses 15.2 and 15.4 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 (including pure economic loss) 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 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by NHS Supply Chain, if specified in the Key Provisions.

15.3 The Supplier acknowledges and agrees that where an Order is placed primarily for Services, NHS Supply Chain reserves the right to request that the Supplier provides evidence that it has adequate professional indemnity liability cover for those Services.

15.4 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self-insure in order to meet other relevant requirements referred to at Clauses 15.1 and 15.2 of this Schedule 2 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.

15.5 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.

15.6 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.

15.7 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 Clause 15 of this Schedule 2 and the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

15.8 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 one (1) month 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 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 performance of this Framework Agreement or the reputation of NHS Supply Chain;

16.5.3 where the Supplier is a distributor, the distribution rights required for it to supply Goods on behalf of the original manufacturer of those Goods expire or otherwise cease to exist;

16.5.4 the Supplier purports to assign, subcontract, novate, create a trust in or otherwise transfer or dispose of this Framework Agreement in breach of Clause 29 of this Schedule 2;

16.5.5 pursuant to and in accordance with the Key Provisions and Clauses 16.6, 24.8; 26.2; 26.4 and 30.2 of this Schedule 2;

16.5.6 the Supplier is in material breach of any of the Contracts to such an extent that the Participating Authority terminates or has the right in the circumstances to terminate that Contract; or

16.5.7 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 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 23.3 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.

16.7 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 such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third-party entity upon request.

16.8 NHS Supply Chain may terminate this Framework Agreement immediately at any time by giving notice in writing to the Supplier where:

16.8.1 the Framework Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure; or

16.8.2 NHS Supply Chain has become aware that the Supplier should have been excluded, under Regulation 57(1) or (2) of the Public Contracts Regulations 2015, from the procurement procedure leading to the award of this Framework Agreement.

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 Goods and/or Services which do not form part of the Contract Price paid or payable by an Authority.

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 by giving notice in writing to the Supplier and all Participating Authorities.

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 Complaint's process

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

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

19.3 Within two (2) Business Days of a written request by NHS Supply Chain, 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 Goods and Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being

cited in the Specification. 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 Goods and Services and the Supplier's supply chain;

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

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 Goods and Services.

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

21 Electronic product information

21.1 Where requested by NHS Supply Chain, the Supplier shall provide NHS Supply Chain with the Product Information in such manner and upon such media as agreed between the Supplier and NHS Supply Chain from time to time for the sole use by NHS Supply Chain.

21.2 The Supplier warrants that the Product Information is complete and accurate as at the date upon which it is delivered to NHS Supply Chain and that the Product Information shall not contain any data or statement which gives rise to any liability on the part of NHS Supply Chain following publication of the same in accordance with Clause 21 of this Schedule 2.

21.3 If the Product Information ceases to be complete and accurate, the Supplier shall promptly notify NHS Supply Chain in writing of any modification or addition to or any inaccuracy or omission in the Product Information.

21.4 The Supplier grants NHS Supply Chain a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and any Intellectual Property Rights in the Product Information for the purpose of illustrating the range of goods and services (including, without limitation, the Goods and Services) available in NHS Supply Chain's product catalogue in relation to any catalogues produced during the Term. Subject to Clause 21.5 of this Schedule 2, no right to illustrate or advertise the Product Information is granted to the Supplier by the NHS Supply Chain, as a consequence of the licence conferred by this Clause 21.4 of this Schedule 2.

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

21.6 For the avoidance of doubt the Supplier shall have no right to compel NHS Supply Chain to exhibit the Product Information in any product catalogue as a result of the approval given by it pursuant to this Clause 21.6 of this Schedule 2 or otherwise under the terms of this Framework Agreement.

21.7 NHS Supply Chain may approach the Supplier during the Term to offer the Supplier the opportunity to take part in specific promotions or to purchase additional advertising space in relation to the Goods and/or Services, the Framework Agreement and any Contract and the Parties shall agree an appropriate price for any such advertising. If any such opportunity is cancelled by NHS Supply Chain it shall refund the purchase price to the Supplier but for the avoidance of doubt, NHS Supply Chain shall not be liable for any incidental costs incurred by the Supplier, including costs associated with the development of an advert.

21.8 The Supplier agrees to indemnify and keep indemnified NHS Supply Chain against any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings arising out of or in connection with NHS Supply Chain's use of the Product Information, provided always that NHS Supply Chain has not materially misused the Product Information.

22 Change management

22.1 The Supplier acknowledges to NHS Supply Chain that the requirements for the Goods and Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document, as may be requested by NHS Supply Chain from time to time.

22.2 Without limitation to the provisions of Clause 22.1 of this Schedule 2, the Supplier acknowledges to NHS Supply Chain that over the Term, additional goods and services may be made available for purchase under the Framework Agreement. Such additional goods and services may also include the provision of associated goods, materials or items associated with those additional goods and services (which together shall be the "**Additional and Associated Goods and Services**").

22.3 Additional and Associated Goods and Services will be made available for purchase under the Framework Agreement at the sole discretion of NHS Supply Chain. In order to determine whether the Additional and Associated Goods and Services will be made available for purchase under the Framework Agreement NHS Supply Chain shall consider a number of different factors, including (but not limited to) whether the proposed Additional and Associated Goods are deemed to be within scope of the procurement exercise under which the Framework Agreement was awarded.

22.4 The Supplier acknowledges and agrees that, to the extent relevant, any Additional and Associated Goods and Services must comply with the standards set out in the Specification and the Tender Response Document.

22.5 Without prejudice to any of the other provisions set out in this Schedule 2, NHS Supply Chain reserves the right to undertake in consultation with the Supplier a review of the Goods and Services which are supplied under the Framework Agreement. Following such review, NHS Supply Chain may change supply routes for any of the Goods and Services and/or remove certain Goods and Services and/or Additional and Associated Goods and Services from the Framework Agreement.

22.6 Subject to Clause 22.7 below, and paragraph 3.2 of Schedule 6, any change to the Goods and 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.

22.7 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 for the Supply of Goods and Services, to the extent that it deems reasonably necessary in the circumstances, by giving the Supplier no less than 30 days' notice of such amendments.

23 Dispute resolution

23.1 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 to the extent that such obligations are not the subject of the dispute (unless NHS Supply Chain requests in writing that the Supplier does not do so).

23.2 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 23.3 of this Schedule 2 before commencing court proceedings.

23.3 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 1.6.2 of the Key Provisions will commence on the date of service of the dispute notice. Respective representatives, as set out in Clause 1.6.2 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.

23.4 If the procedure set out in Clause 23.3 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.

23.5 To initiate mediation a Party shall:

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

23.5.2 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.

23.6 Neither Party may issue a Mediation Notice until the process set out in Clause 23.3 of this Schedule 2 has been exhausted.

23.7 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.

23.8 Nothing in this Framework Agreement shall prevent:

23.8.1 NHS Supply Chain taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with supply of the Goods and/or Services; or

23.8.2 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.

23.9 Clause 23 of this Schedule 2 shall survive the expiry of or earlier termination of this Framework Agreement for any reason.

24 Force majeure

24.1 Subject to Clause 24.2 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.

24.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 24 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:

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

24.2.2 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

24.2.3 the Supplier has complied with the procedural requirements set out in Clause 24 of this Schedule 2.

24.3 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.

24.4 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.

24.5 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.

24.6 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.

24.7 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.

24.8 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.

24.9 Following such termination in accordance with Clause 24.8 of this Schedule 2 and subject to Clause 24.10 of this Schedule 2, neither Party shall have any liability to the other.

24.10 Any rights and liabilities of either Party which accrued prior to such termination in accordance with Clause 24.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Framework Agreement.

25 Records retention and right of audit

25.1 Subject to any statutory requirement and Clause 25.2 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.

25.2 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.

25.3 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.

25.4 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. The Supplier shall 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.

25.5 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:

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

25.5.2 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.

25.6 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 25 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.

25.7 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.

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

26 Conflicts of interest and the prevention of fraud

26.1 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.

26.2 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 26.2 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.

26.3 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.

26.4 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.

27 Equality and human rights

27.1 The Supplier shall:

27.1.1 ensure that (a) it does not, whether as employer or as supplier of the Goods and Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or supplier of the Goods and 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;

27.1.2 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

27.1.3 the Supplier shall impose on all its subcontractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 27 of this Schedule 2.

27.2 The Supplier shall meet reasonable requests by NHS Supply Chain for information evidencing the Supplier's compliance with the provisions of Clause 27 of this Schedule 2.

27.3 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.

27.4 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.

28 Notice

28.1 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.

28.2 A notice shall be treated as having been received:

28.2.1 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

28.2.2 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

28.2.3 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.

29 Assignment, novation and subcontracting

29.1 Subject to Clauses 29.2 and 29.3 of this Schedule 2, the Supplier shall not assign, subcontract, novate, create a trust in, or in any other way dispose of the whole or any part of this Framework Agreement without the prior consent in writing of NHS Supply Chain, 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.

29.2 The Supplier may assign, subcontract or novate this Framework Agreement to a member of its Group, provided always that such Group member shall have been assessed by NHS Supply Chain and passed to the satisfaction of NHS Supply Chain all grounds for exclusion and shortlisting criteria to be awarded onto this Framework Agreement.

29.3 Notwithstanding Clause 29.1 of this Schedule 2, where the Supplier is a distributor and it loses the distribution rights required for it to supply Goods on behalf of the original manufacturer of those Goods, the Supplier must immediately notify NHS Supply Chain in writing of such loss of rights and shall, if NHS Supply Chain requests, cooperate with NHS Supply Chain and the original manufacturer and take all steps necessary to novate the Framework Agreement (or such part of the Framework Agreement as NHS Supply Chain requests) to the original manufacturer or a replacement distributor appointed by the original manufacturer, provided always that such original manufacturer or replacement distributor shall have been assessed by NHS Supply Chain and passed to the satisfaction of NHS Supply Chain all grounds for exclusion and shortlisting criteria to be awarded onto this Framework Agreement.

29.4 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 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.

29.5 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 Goods 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 pricing information in relation to such copies of subcontracts.

29.6 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 reasonable further acts required to effect such transfer, assignment, novation, subcontracting or disposal. If NHS Supply Chain novates this Framework Agreement to anybody 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.

30 Prohibited Acts

30.1 The Supplier warrants and represents that:

30.1.1 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

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

30.2 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:

30.2.1 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;

30.2.2 any termination under Clause 30.2.1 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

30.2.3 notwithstanding Clause 23 of this Schedule 2, any dispute relating to:

(i) the interpretation of Clause 30 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.

31 Modern slavery

31.1 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:

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

31.1.2 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.

31.2 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.

31.3 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. NHS Supply Chain shall give the Supplier no less than three (3) months' notice to prepare and deliver the report.

32 NOT USED

33 General

33.1 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.

33.2 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.

33.3 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.

33.4 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.

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

33.6 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.

33.7 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 33.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.

33.8 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.

33.9 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. Nothing in this Framework Agreement seeks to exclude either Party's liability for Fraud.

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

33.11 Subject to Clause 23 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.

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

33.13 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 I 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 Goods and Services.

4.3 Where access to patient data and/or NHS systems is required, in order for the Supplier to supply Goods and/or 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 and (where applicable) Schedule 9 of the Call-off Terms (Supplemental Security Requirements).

Appendix I to Schedule 3

DATA PROTECTION PROTOCOL

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

Description	Details
Subject matter of the Processing	
Duration of the Processing	
Nature and purposes of the Processing	
Type of Personal Data	
Type of special category data and/or criminal records data being Processed	
Categories of Data Subject	
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	

B. DEFINITIONS

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Call-off Terms and Conditions for the Supply of Goods and Services 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 I 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 Goods and/or 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 Goods and/or 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 Goods and/or 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 33 of Schedule 2 of the Call-off Terms and Conditions for the Supply of Goods and Services.

2 Subject to Clauses 1.8.10, 1.14, 1.15 and 1.16 of this Protocol and Clause 22.7 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 Supply of Goods and Services at Appendix A to Schedule 7 of this Framework Agreement. The definitions and Interpretations that apply to the Call-off Terms and Conditions for the Supply of Goods and Services are as set out at Appendix A to Schedule 7 of this Framework Agreement.

"Accessories"	any Goods or Services that can be purchased in addition to, or used with or alongside, Core Lines purchased by a customer (including any items defined as being "Accessories" or "Options" in Appendix 1 to Schedule 6);
"Additional and Associated Goods and Services"	shall have the meaning given to it in Clause 22.2 of Schedule 2
"Authority"	means the authority named on the Order;
"Basic DBS Check"	means a basic check of an individual's criminal record processed by the Disclosure and Barring Service (or any successor body) and as defined at the following government website (as may be updated from time to time): https://www.gov.uk/government/collections/dbs-checking-service-guidance--2;
"Blue Diamond"	means a route of Supply whereby NHS Supply Chain (as the Authority) places an Order with the Supplier on behalf of an NHS Supply Chain customer, which is delivered by the Supplier to NHS Supply Chain for forward delivery onto the customer;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to fulfil its obligations under this Framework Agreement including an influenza pandemic and any Force Majeure Event;
"Business Continuity Plan"	means the Supplier's business continuity plan which includes its plans for continuity of the supply of the Goods and Services during a Business Continuity Event;
"Business Day"	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;

"Call-off Terms and Conditions for the Supply of Goods and Services" or "Call-off Terms"	means the call-off terms and conditions as set out at Appendix A to Schedule 7 of this Framework Agreement forming part of the Contracts placed under this Framework Agreement;
"Codes of Practice"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Commencement Date"	means 08 June 2024;
"Commercial Schedule"	means the document set out at Schedule 6;
"Commitment Deal"	has the meaning given in Clause 3.1 of Schedule 6;
"Commitment Deal Price"	means the price agreed between NHS Supply Chain and the Supplier as part of a Commitment Deal;
"Commitment Deal Supplemental Agreement"	means an agreement based on the template Commitment Deal Supplemental Agreement at Appendix 2 of Schedule 6 agreed between NHS Supply Chain and the Supplier to document the terms of a Commitment Deal;
"Confidential Information"	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Framework Agreement including any procurement process which is: (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either Party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through NHS Supply Chain's intranet;
"Contract"	means any contract entered into under this Framework Agreement with the Supplier by any Participating Authority as further defined in the Call-off Terms and Conditions for the Supply of Goods and Services;
"Contracting Authority"	means any contracting authority as defined in regulation 2 of the Public Contracts Regulations 2015 (2015/102), other than NHS Supply Chain;
"Contract Manager"	means for NHS Supply Chain and for the Supplier the individuals specified in the Key Provisions, or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2;

"Contract Price"	means the price exclusive of VAT that is payable to the Supplier by a Participating Authority under any Contract for the full and proper performance by the Supplier of its obligations under such Contracts (as calculated in accordance with the provisions of the Commercial Schedule) and as confirmed in the relevant Order Form relating to the particular Contract;
"Core Lines"	means Goods and Services listed as being core lines in Appendix 1 to Schedule 6 (as may be amended or updated from time to time);
"Customer"	means: (i) in respect of Orders placed via the Direct Route of Supply: An Authority; or (ii) in respect of Orders placed via the Non-Direct Route of Supply: as the context requires, either (a) NHS Supply Chain or (b) the Participating Authority on behalf of which NHS Supply Chain's has ordered Goods and/or Services;
"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 Protection Protocol"	means all provisions of the data protection protocol set out at Appendix I to Schedule 3;
"Data Subject"	shall have the same meaning as set out in the Data Protection Legislation;
"Direct Route of Supply"	means a route of supply whereby the Authority (which is a Participating Authority who is not NHS Supply Chain) places an Order with the Supplier, which is delivered and invoiced directly to that Authority;
"Dispute Resolution Procedure"	means the process for resolving disputes as set out in Clause 23 of Schedule 2;
"E-direct"	means Goods and Services ordered by NHS Supply Chain as the Authority on behalf of an NHS Supply Chain customer which are delivered directly to the customer and invoiced to NHS Supply Chain;

"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: (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Framework Agreement; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier

	could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment; (g) compliance with any local law or governmental order, rule, regulation or direction that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to supply the Goods and/or Services, but which is not confined to the workforce of the Supplier or the workforce of any subcontractor of the Supplier; and (i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties;
"Framework Agreement"	means the form of framework agreement at the front of this document and all schedules attached to the form of framework agreement;
"Fraud"	means any offence under any law in respect of fraud in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
"General Anti-Abuse Rule"	means (j) 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 manufacture and/or supply of goods and/or services similar to the Goods and/or Services under the same or similar circumstances as those applicable to this Framework Agreement, including in accordance with any codes of practice published by relevant trade associations;

"Goods"	means all goods (which may include Software), materials or items as set out in the Order Form as may be more particularly described in the Specification that the Supplier is required to supply to Participating Authorities under Contracts placed under this Framework Agreement and/or made available for purchase under the Framework Agreement in accordance with Clause 22 of Schedule 2 and shall include parts of such Goods which have been repaired or replaced by or on behalf of the Supplier in accordance with this Framework Agreement, details of such Goods, materials or other items being set out in the Specification and Tender Response Document and any Order;
"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 Goods and 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 NHS Supply Chain and/or have been published and/or notified to the Supplier by the Department of Health & Social Care, Monitor, NHS England, 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;
"HM Government Cyber Essentials Scheme"	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
"Intellectual Property Rights"	means all patents, copyright, design rights, registered designs, trademarks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trademarks and registered designs;
"Key Provisions"	means the 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 applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (d) requirements set by any regulatory body; and (e) any applicable code of practice, in each case as applicable in England and Wales;
"Lots"	means the lot(s) set out in the Specification at Schedule 5(a);
"Management Fee"	has the meaning given under Clause 9.2 of Schedule 2;
"Mediation Notice"	has the meaning given under Clause 23.5.1 of Schedule 2;
"Multi-Authority Aggregation Deal"	means a deal in which the demand of multiple Participating Authorities for Goods and/or Services is aggregated by NHS Supply Chain to form part of one Order which NHS Supply Chain places on the Supplier which utilises any banded price discounts offered by the Supplier as part of the Contract Price;
"NHS"	means the National Health Service;
"NHS Supply Chain's Obligations"	means NHS Supply Chain's further obligations, if any, referred to in the Specification and Tender Response Document;
"Non-direct Route of Supply"	means all routes of supply through which NHS Supply Chain (as the Authority) places an Order with the Supplier for Goods and/or Services and the Supplier invoices NHS Supply Chain for the sum of the relevant Order, whether or not such Goods and/or Services are delivered to NHS Supply Chain or another Participating Authority. Non-direct routes of supply include E-Direct, Blue Diamond and Stock (and any other non-direct routes which NHS Supply Chain may notify to the Supplier from time to time);
"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;
"Options"	has the same meaning as "Accessories";
"Order Form"	means the document (or documents) used to set out the Customer's detailed requirements for an Order (which document may be based upon the template order form set out in Appendix B to Schedule 7 of this Framework Agreement);
"Ordering Procedure"	means the procedure enabling Participating Authorities to call-off Goods and Services and enter into Contracts under this Framework Agreement;
"Order"	means an order for Goods and/or Services placed under this Framework Agreement by a Participating Authority (or Participating Authorities);
"Participating Authority"	means a Contracting Authority entitled to place Orders under this Framework Agreement including NHS Supply Chain and any other Contracting Authority as set out in the Key Provisions;
"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 Maintenance"	means maintenance services purchased by the Participating Authority at the time an Order is placed for Goods which shall be covered by such maintenance services and provided by the Supplier in accordance with the Call-off Terms and Conditions for the Supply of Goods and Services;
"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 Processing and Processed shall be construed accordingly;
"Product Information"	means information (including images) concerning the Goods and Services as may be reasonably requested by NHS Supply Chain and supplied by the Supplier to NHS Supply Chain in accordance with Clause 21 of Schedule 2 for inclusion in NHS Supply Chain's product catalogue from time to time;
"Prohibited Acts"	has the meaning given under 30.1.1 of Schedule 2;

"Reference Site"	means a Participating Authority who agrees to showcase and otherwise promote the Supplier's product at the Participating Authority's premises;
"Remedial Proposal"	has the meaning given under Clause 16.3 of Schedule 2;
"Services"	means any services which are ancillary to or associated with the Goods (which may include Point of Sale Maintenance), as set out in the Order Form and as may be more particularly described in the Specification, which are purchased by Participating Authorities under Contracts placed under this Framework Agreement and/or made available for purchase under the Framework Agreement in accordance with Clause 21 of Schedule 2, details of such Services being set out in the Specification and Tender Response Document and any Order;
"Software"	has the meaning given in the Call-off Terms, Schedule 4, Clause 1.1;
"Special Offer Price"	has the meaning given under Clause 2.1 of Schedule 6;
"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;
"Stock"	means Goods purchased by NHS Supply Chain (as an Authority) which are delivered and invoiced to NHS Supply Chain to be held as stock until such time as NHS Supply Chain customers place an order for such goods with NHS Supply Chain;
"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) as 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

"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
"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 Schedule as a chargeable item and subject to Clause 33.6 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 Any guidance notes in grey text do not form part of this Framework Agreement.

1.13 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

1. Introduction

1.1. The Framework Agreement is for the supply of Patient Monitoring Equipment, Bedside Alarm Monitoring Systems and Related Products and Services including:

1.1.1 Ward based Monitoring (Vital Signs / Spot Check / Low Acuity);
1.1.2 Acute Care Monitoring;
1.1.3 Perioperative Monitoring;
1.1.4 Operative Monitoring;
1.1.5 Cardiac Care Monitoring;
1.1.6 Neonatal/Special Care Baby Unit (SCBU) Monitoring;
1.1.7 Mobile Monitoring;
1.1.8 Pre-Hospital Monitoring;
1.1.9 Neuro Critical Care Monitoring;
1.1.10 Neuromuscular Blockade Monitoring;
1.1.11 Central Station;
1.1.12 Foetal Monitoring (Intrapartum and Antepartum);
1.1.13 Electroencephalogram (EEG) Monitoring;
1.1.14 Amplitude-integrated Electroencephalogram (a-EEG/CFM) Monitoring;
1.1.15 Electromyography (EMG) Monitoring;
1.1.16 MRI Conditional Monitoring;
1.1.17 Cardiac Output Monitoring;
1.1.18 Ultra Long-term Subcutaneous Electroencephalogram (EEG) Monitoring;
1.1.19 Electrical Impedance Tomography (EIT) Monitoring;
1.1.20 Bedside Equipment Alarm Monitoring Systems.

1.2 Related accessories and services will be included within this Framework Agreement, if they are an accessory or consumable to, or can be used in conjunction with the normal day to day function and operation of the Patient Monitoring devices and Bedside Equipment Alarm Monitoring Systems. Examples of accessories, consumables, options, and services that may fall within the scope of this Framework agreement include:

1.2.1 Clinical Information Systems;
1.2.2 Maternal Record Systems;
1.2.3 Theatre Information Systems;
1.2.4 Point of Sale Maintenance (medical equipment maintenance and servicing coverage for the agreed period and level of cover which is purchased at the point of purchasing the capital equipment. This is in addition to any standard warranties provided);
1.2.5 Secondary Monitoring Device;
1.2.6 Data Capture Devices Including Continuous Monitoring Devices;
1.2.7 Patient Worn Monitoring Devices;
1.2.8 Printing Paper;
1.2.9 Associated Accessories including Cuffs, Finger Probes, ECG Leads;
1.2.10 Data Storage Systems and Devices; and
1.2.11 Pre-Hospital and Portable EEG Devices.
1.2.12 Associated Accessories and Consumables can only be purchased with core lines, with the exception of the following which may be purchased as standalone items;
1.2.12.1 Secondary Monitoring Device;
1.2.12.2 Data Capture Devices Including Continuous Monitoring Devices;
1.2.12.3 Patient Worn Monitoring Devices;
1.2.12.4 Pre-Hospital and Portable EEG Devices;
1.2.12.5 Alarm Management Systems.

1.2. The Framework Agreement is for the following Lots:

Lot Number	Lot Title
1	Non-Specialist Patient Monitoring Equipment

1.3. Full technical specifications of the product lines 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.

- Applicants must notify NHS Supply Chain immediately about any proposed changes to the Technical Specifications throughout the term of the Framework Agreement.
- If changes to the Technical Specification of any product line awarded to the Framework Agreement mean that the product line no longer meets the minimum requirements outlined in the Specification, NHS Supply Chain reserves the right to exclude that product line from the Framework Agreement.
- 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. Product lines 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 product lines

2.1. In accordance with the Control of Substances Hazardous to Health Regulations 2002 (as amended) safety data sheets for all product lines that fall under these Regulations must be provided by Applicants to NHS Supply Chain.

2.2. If a product line contains phthalates this must be indicated on the packaging of that product line in accordance with Directive 2007/47/EC (amending Directives 90/385/EEC and 93/42/EEC).

2.3. Electrical product lines 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 Directive 2002/95/EC).

2.4. All product lines and packaging should be latex free where possible. If a product line or any packaging contains latex this must be clearly labelled on the product line or packaging (as applicable) to inform the user.

2.5. During the term of the Framework Agreement Applicants must make NHS Supply Chain aware of any awarded product line that is classed by the MHRA as a Medicinal Product.

2.6. All product lines must be delivered and installed free of charge to a location as directed by either NHS Supply Chain or the customer and must include a free of charge warranty for a minimum of 12 months (including repair, parts, labour and servicing) from the date of acceptance by the customer.

2.7. All Applicants must have dedicated technical helplines available during standard working hours for the customer. (Standard working hours means Mon to Fri 9am to 5pm (UK time) assuming 8 hours per day, excluding UK bank holidays and weekends).

2.8. Products must be accompanied by soft copies (CD, USB or Downloadable format) of the operator guides and technical manuals in English, including operation instructions, maintenance guidelines, cleaning and decontamination guides and pre-purchasing questionnaires. At least one hard copy should be provided per customer site with others available upon request.

2.9. All monitors must be able to be powered by either mains electricity and/or power failure support system such as UPS (excluding 4.4. Amplitude-integrated Electroencephalogram (a-EEG/CFM) Monitoring)

3. Lot 1 – Non-Specialist Patient Monitoring Equipment

STANDARD AND LEGISLATION
Medical Devices Regulation 2017/745 (as amended) All products must have their CE marking evident on the product and/or packaging Or **UK MDR 2002** All products must have their UKCA marking evident on the product and/or packaging. **BS EN IEC 60601-2-2:2018** Medical electrical equipment. Particular requirements for the basic safety and essential performance of high frequency surgical equipment and high frequency surgical accessories

3.1. This Lot is for Non-Specialist Patient Monitoring Equipment designed to monitor and provide a visual output of selected physiological measurements from a patient. Clinical Monitoring areas include;

- 3.1.1 Ward based Monitoring (Vital Signs / Spot Check / Low Acuity);
- 3.1.2 Acute Care Monitoring;
- 3.1.4 Perioperative Monitoring;
- 3.1.5 Operative Monitoring;
- 3.1.6 Cardiac Care Monitoring;
- 3.1.7 Neonatal/Special Care Baby Unit (SCBU) Monitoring;
- 3.1.8 Mobile Monitoring;
- 3.1.9 Pre-Hospital Monitoring;
- 3.1.10 Neuro Critical Care Monitoring;
- 3.1.11 Neuromuscular Blockade Monitoring;
- 3.1.12 Central Station.

3.2. All monitors in this Lot must:

3.3. Be suitable for use with paediatric, adult and neonatal patients (excluding 3.1.7 Neonatal/Special Care Baby Unit (SCBU) Monitoring and 3.12 Mobile Monitoring);

3.4. Have a display area capable of displaying all digital parameters simultaneously (excluding spot check and vital signs monitors);

3.5. Be able to be configured to various mounting solutions (e.g. wall, floor or ceiling, excluding Mobile Monitoring and Central Station);

3.6. Where applicable, mounting options must have a patient accessory and sensor storage device (i.e. basket or hook) to prevent patient cables/sensors falling to the floor.

3.3 Ward Based Monitoring - Spot Check Monitors must:

3.3.1 Be capable of running at full functionality on a fully charged battery for a minimum of 2 hours;

3.3.2 Be capable of measuring and displaying non-invasive blood pressure (NIBP);

3.3.3 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:

3.3.3.1. Pulse Rate;

3.3.3.2. SPO2;

3.3.3.3. Temperature.

3.4 Ward Based Monitoring - Vital Signs Monitors must:

3.4.1 Be capable of running full functionality on a fully charged battery for a minimum of 2 hours;

3.4.2 Be capable of taking automated readings at predetermined times (User set or pre-programmed);

3.4.3 Have an integral memory with capacity for a minimum of 10 time point readings;

3.4.4 Be capable of running full functionality with NIBP on a fully charged battery at 5-minute intervals for a minimum of 2 hours;

3.4.5 Have both audible and visual alarm functions;

3.4.6 Be capable of measuring and displaying NIBP;

3.4.7 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:

3.4.7.1. Pulse Rate;

3.4.7.2. SPO2;

3.4.7.3. Temperature.

3.5 Ward Based Monitoring - Low Acuity Monitors must:

3.5.1 Be capable of taking automated readings at predetermined times. (User set or pre-programmed);

3.5.2 Have an integral memory with capacity for a minimum of 10 time point readings.

3.5.3 Be capable of running full functionality with NIBP on a fully charged battery at 5-minute intervals for a minimum of 2 hours;

3.5.4 Have configurable alarm functions;

3.5.5 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:

3.5.5.1. NIBP;

3.5.5.2. Pulse Rate;

3.5.5.3. SPO2;

3.5.5.4. Temperature;

3.5.5.5. ECG capabilities with pacemaker detection facility and the ability to identify electrode /cable faults.

3.6 Acute Care Monitors must:

3.6.1 Be able to display a minimum of 4 waveforms;

3.6.2 Be able to provide graphical and numerical trend displays of all recorded parameters;

3.6.3 Have pre-configurable graphical trend screen displays to suit different patient types;
3.6.4 Have the facility to move to a user specified date/time in trend displays;
3.6.5 Have configurable alarm functions;
3.6.6 Automatically record patient parameters when alarms are triggered;
3.6.7 Be able to hold patient data trending for a minimum 24 hours;
3.6.8 Be able to provide patient data in list or graphic trend format, with resolution of at least one minute;
3.6.9 Be able to interface to clinical information systems;
3.6.10 Be able to interface with patient records systems;
3.6.11 Be able to interface with a printer;
3.6.12 Be able to connect to a central station;
3.6.13 Be able to connect to a secondary monitor;
3.6.14 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:
3.6.14.1. NIBP;
3.6.14.2. Pulse Rate;
3.6.14.3. SPO2;
3.6.14.4. 2 Temperatures;
3.6.14.5. Respiratory Rate;
3.6.14.6. ECG capabilities with ST segment analysis and pacemaker detection facility, ECG must have the ability to identify electrode / cable faults;
3.6.14.7. 2 Invasive pressures;
3.6.14.8. End Tidal CO2;
3.6.14.9. Cardiac Output;
3.6.14.10. EEG – Either integral, modular or connectivity to stand-alone device;
3.6.14.11. Anaesthetic gas monitoring solution.

3.7 Perioperative Monitors must:
3.7.1 Be able to display a minimum of 4 waveforms;
3.7.2 Be able to provide graphical and numerical trend displays of all recorded parameters;
3.7.3 Have pre-configurable graphical trend screen displays to suit different patient types;
3.7.4 Have the facility to move to a user specified date/time in trend displays;
3.7.5 Have configurable alarm functions;
3.7.6 Automatically record patient parameters when alarms are triggered;
3.7.7 Be able to hold patient data trending for a minimum 24 hours;
3.7.8 Be able to provide patient data in list or graphic trend format, with resolution of at least one minute;
3.7.9 Be able to interface to clinical information systems;
3.7.10 Be able to interface with patient records systems;
3.7.11 Be able to interface with a printer;
3.7.12 Be able to connect to a central station;
3.7.13 Be able to connect to secondary monitor;
3.7.14 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:
3.7.14.1. NIPB;
3.7.14.2. Pulse Rate;
3.7.14.3. SP02;
3.7.14.4. 2 Temperatures;
3.7.14.5. Respiratory Rate;
3.7.14.6. ECG capabilities with ST segment analysis, and pacemaker detection facility. ECG must have the ability to identify electrode/cable faults;
3.7.14.7. 2 Invasive pressures;
3.7.14.8. End Tidal CO2;
3.7.14.9. Cardiac Output;

3.7.14.10. Depth of Anaesthesia/Sedation monitoring of the brain and/or Neuromuscular Transmission (NMT) - either integral, modular or connectivity to stand-alone device;
3.7.14.11. Spirometry - either integral, via module or connectivity to stand alone device or anaesthesia machine;
3.7.14.12. At least 5 anaesthetic agents - either integral, via module or connectivity to stand alone device or anaesthesia machine.

3.8 Operative Monitors must:

3.8.1 Be able to interface to secondary display screens;
3. 8.2 Be able to display a minimum of 8 waveforms;
3. 8.3 Be able to provide graphical or numerical trend displays of all recorded parameters;
3. 8.4 Have pre-configurable graphical trend screen displays to suit different patient types;
3. 8.5 Have a facility to move to a user specified date/time in graphical trend displays;
3. 8.6 Have both audible and visual alarm functions;
3. 8.7 Alarms must be able to be configured to be latched or non-latched by the user and/or user defined defaults and control characteristics;
3. 8.8 Automatically record patient parameters when alarms are triggered;
3. 8.9 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:

3. 8.9.1. NIBP;
3. 8.9.2. Pulse Rate;
3. 8.9.3. SPO2;
3. 8.9.4. 2 Temperatures;
3. 8.9.5. Respiratory Rate;
3. 8.9.6. ECG capabilities with ST segment analysis, and pacemaker detection facility. ECG must have the ability to identify electrode/cable faults;
3. 8.9.7. 2 Invasive Pressures;
3. 8.9.8. End Tidal CO2;
3. 8.9.9. Cardiac Output;
3. 8.9.10. Diathermy and Defibrillator Interference Suppression;
3. 8.9.11. Depth of Anaesthesia/Sedation monitoring of the brain and/or Neuromuscular Transmission (NMT) - either integral, modular or connectivity to stand-alone device;
3. 8.9.12. Spirometry - either integral, via module or connectivity to stand alone device or anaesthesia machine;
3.11.9.13. At least 5 anaesthetic agents - either integral, via module or connectivity to stand alone device or anaesthesia machine.

3.9 Cardiac Care Monitors must:

3.9.1 Be able to display a minimum of 4 waveforms;
3. 9.2 Be able to provide graphical and numerical trend displays of all recorded parameters;
3. 9.3 Have pre-configurable graphical trend screen displays to suit different patient types;
3. 9.4 Have the facility to move to a user specified date/time in trend displays;
3. 9.5 Have configurable alarm functions;
3. 9.6 Automatically record patient parameters when alarms are triggered;
3. 9.7 Be able to hold patient data trending for a minimum 24 hours;
3. 9.8 Be able to provide patient data in list or graphic trend format, with resolution of at least one minute;
3. 9.9 Be able to interface to clinical information systems;
3. 9.10 Be able to interface with patient records systems;
3. 9.11 Be able to interface with a printer;
3. 9.12 Be able to connect to a central station;
3. 9.13 Be able to connect to secondary monitor;
3. 9.14 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:

3.9.14.1. NIBP;
3.9.14.2. Pulse Rate;
3.9.14.3. SPO2;
3.9.14.4. 2 Temperatures;
3.9.14.5. Respiratory Rate;
3.9.14.6. ECG capabilities with ST segment analysis, and pacemaker detection facility. ECG must have the ability to identify electrode/cable faults;
3.9.14.7. 2 Invasive Pressures;
3.9.14.8. End Tidal CO2;
3.9.14.9. Cardiac Output;
3.9.14.10. EEG - Either integral, modular or connectivity to stand-alone device.

3.10 Neonatal/Special Care Baby Unit Monitors must:

3.10.1 Be able to display a minimum of 4 waveforms;
3.10.2 Be suitable for use on Neonatal patients;
3.10.3 Be able to provide graphical and numerical trend displays of all recorded parameters;
3.10.4 Have pre-configurable graphical trend screen displays to suit different patient types;
3.10.5 Have the facility to move to a user specified date/time in trend displays;
3.10.6 Have configurable alarm functions;
3.10.7 Automatically record patient parameters when alarms are triggered;
3.10.8 Be able to hold patient data trending for a minimum 24 hours;
3.10.9 Be able to provide patient data in list or graphic trend format, with resolution of at least one minute;
3.10.10 Be able to interface to clinical information systems;
3.10.11 Be able to interface with patient records systems;
3. 10.12 Be able to interface with a printer;
3. 10.13 Have a power failure support system;
3. 10.14 To be able to connect to a central station;
3. 10.15 To be able to connect to secondary monitor;
3. 10.16 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:

3.10.16.1. NIBP;
3.10.16.2. Pulse Rate;
3.10.16.3. SPO2;
3.10.16.4. 2 Temperatures;
3.10.16.5. Respiratory Rate;
3.10.16.6. ECG capabilities with ST segment facility. ECG must have the ability to identify electrode/cable faults;
3.10.16.7. 2 Invasive Pressures;
3.10.16.8. Cardiac Output.

3.11 Pre-Hospital Monitors must:

3.11.1 Be suitable for Pre-Hospital use (including but not limited to Emergency Services, Search and Rescue and Ministry of Defence);
3.11.2 Where applicable for use in a road ambulance must conform to:
EN 1789:2020 – Medical Vehicles and their equipment/road ambulances or as amended.
3.11.3 Weigh no more than 11kg (including batteries);
3.11.4 Have a carry handle or other means to allow manual handling;
3.11.5 Display a minimum of 4 waveforms;
3.11.6 Provide graphical trend displays of all parameters;
3.11.7 Have pre-configurable graphical trend screen displays to suit different patient types;
3.11.8 Have a facility to move to a user specified date/time in graphical or numerical trend displays;

3.11.9 Have both audible and visual alarm functions;
3.11.10 Have integral memory and/or memory cards or the ability to transfer data;
3.11.11 Have a rechargeable internal battery and be able to be powered by an alternative power supply (i.e. mains, or vehicle power supply);
3.11.12 Be capable of running full functionality on a fully charged battery at 5-minute intervals for a minimum of 3 hours;
3.11.13 Be capable of measuring and displaying at least one of the following with the others available as an option to purchase:
3.11.13.1 NIBP;
3.11.13.2 Pulse Rate;
3.11.13.3 SPO2;
3.11.13.4 Respiratory Rate;
3.11.13.5 ETCO2;
3.11.13.6 ECG capabilities with pacemaker detection facility and ability to identify electrode/cable faults.

3.12 Mobile Monitors must:
3.12.1 Be able to be networked to a central station;
3.12.2 Be able to be upgraded after purchase to accommodate more transmitters and receivers;
3.12.3 Have digital transmission;
3.12.4 Operate on a WIFI wireless network or on RF (radio frequency);
3.12.5 Be capable of operating within UK designated bandwidths;
3.12.6 Have a rechargeable battery option and/or replaceable battery option;
3.12.7 Have a battery life indicator;
3.12.8 Have an operational capacity of at least 15 hours with a fully charged battery;
3.12.9 Weigh no more than 350 grams (including batteries);
3.12.10 Where applicable the Mobile Monitors must support at least 3 of the listed parameters below:
3.12.10.1 ECG capabilities;
3.12.10.2 SPO2 monitoring;
3.12.10.3 Arrhythmia detection;
3.12.10.4 Pacer identification;
3.12.10.5 A patient activated event marker function.

3.13 Neuro Critical Care Monitors must:
3.13.1 Be able to display a waveform plus a digital read out;
3.13.2 Be able to provide graphical and numerical trend displays of all recorded parameters;
3.13.3 Have pre-configurable graphical trend screen displays to suit different patient types;
3.13.4 Have the facility to move to a user specified date/time in trend displays;
3. 3.5 Have configurable alarm functions;
3.13.6 Automatically record patient parameters when alarms are triggered;
3. 3.7 Be able to hold patient data trending for a minimum 24 hours;
3.13.8 Be able to provide patient data in list or graphic trend format, with resolution of at least one minute;
3.13.9 Be able to interface to clinical information systems;
3. 3.10 Be able to interface with patient records systems;
3.13.11 Be able to interface with a printer;
3.13.12 Be able to connect to a central station;
3.13.13 Be able to connect to a secondary monitor;
3.13.14 Be capable of measuring and displaying at least one of the following with the others available as option:
3.13.14.1. ICP – Inter cranial pressure;
3.13.14.2. PbtO2 - Brain Oxygen;
3.13.14.3. Brain temperature.

3.14 Neuromuscular Blockade Monitors must:

3.14.1 Have a digital display screen;
3.14.2 Have adult sensors;
3.14.3 Be able to be powered by a UK mains electricity supply and/or battery;
3.14.4 Be able to be used as a standalone device;
3.14.5 Have an adjustable stimulation current between 10-60mA;
3.14.6 Be able to be placed at the OR table, IV pole or standard rail;
3.14.7 Have a battery life indicator;
3.14.8 Be capable of one of the following stimulation ranges with the others available as an option:

- 3.14.8.1 TOF (Train of Four);
- 3.14.8.2 Automatic TOF;
- 3.14.8.3 PTC;
- 3.14.8.4 Single Twitch (0,1;1hz).

3.15 Central Station must:

3.15.1 Have an Integrated or Standalone Processor with a digital display screen;
3.15.2 Be able to display real-time parameters;
3.15.3 Be able to be powered by a UK mains electricity supply;
3.15.4 Have audible and visual alarm functions;
3.15.5 Be able to record Full Disclosure;
3.15.6 Be able to display mobile monitoring (telemetry);
3.15.7 Have the facility to move to a user specified date/time in trend displays;
3.15.8 Be able to capture patient events electronically and/or have the ability to print events;
3.15.9 Be capable of measuring and displaying the following bedside parameters as a minimum:

- 3.15.9.1 ECG;
- 3.15.9.2 SPO2;
- 3.15.9.3 NIBP.

5(b) Tender Response Document

Lot 1

	Description	Response
1.1.1	(*) If awarded to the Framework Agreement, what will your maximum delivery lead time be for all replacement parts (excluding equipment) ordered under the Framework Agreement from the day you receive a valid purchase order to the point of delivery? This assumes that you receive the order during the period Mon to Fri 9am-5pm (GMT). A day, in relation to the answer options for this question, means a working day i.e. Monday to Friday 9am-5pm (UK time - BST/GMT) excluding UK bank holidays and weekends. (MAX SCORE 5)	Greater than 3 days up to and including 7 days
1.1.2	(*) If awarded to the Framework Agreement, what will your maximum delivery lead time be for all equipment (excl replacement parts) ordered under the Framework Agreement, from you receiving a valid purchase order from a customer to the point this is delivered to the customer address? Assuming you receive the order during the period Mon to Fri 9am-5pm (UK time). A day, in relation to the answer options for this question, means a working day i.e. Monday to Friday 9am-5pm (UK time) excluding UK bank holidays and weekends. (MAX SCORE 5)	6 weeks up to and including 8 weeks
1.2.1	(*) If awarded to the Framework Agreement, will you provide a company representative on a free of charge basis with the relevant clinical knowledge of the equipment for the required duration (i.e. as requested by the customer) to support clinical (customer) demonstration of the range of equipment that you may supply to the customer? (MAX SCORE 3)	No
1.2.2	(*) If awarded to the Framework Agreement, will you provide equipment on a free of charge basis, on site, (at a NHS Supply Chain customer's location) for clinical evaluations?. If you cannot offer this service in respect of all of the equipment you are offering to supply you must answer `No` to this question. (MAX SCORE 3)	Yes
1.2.3	(*) If awarded to the Framework Agreement, and in the event of an equipment failure during the standard warranty period, upon receipt of a service call, please state the maximum response time to provide an on site response from an engineer in an emergency (system malfunction) between Mon - Fri, 8am - 6pm, within the warranty period. (MAX SCORE 2)	72 hours or more
1.2.4	(*) If awarded to the Framework Agreement, what will you offer and deliver in terms of the size of the sales/support team that you will dedicate to support the Framework Agreement? (MAX SCORE 2)	3 or 4 People
1.2.5	(*) If awarded to the Framework Agreement, will you have engineers available throughout the UK who are suitably qualified to repair and service the equipment? (MAX SCORE 3)	Yes
1.2.6	(*) If awarded to the Framework Agreement, will you provide a technical helpline during standard working hours for customer (for example, product or service) support? Standard working hours means Mon to Fri 9am to 5pm (UK time) assuming 8 hours per day, excluding UK bank holidays and weekends. (MAX SCORE 2)	Yes
1.3.1	(*) As part of your training package can you demonstrate to customers how the equipment can be configured and used to ensure optimum lifespan of the products? (MAX SCORE 3)	Yes
1.3.2	(*) If awarded to the Framework Agreement, upon request, will you provide initial face-to-face clinical customer training on the use of equipment (including upgrades) at each customer site on a free of charge basis. (MAX SCORE 3)	No
1.3.3	(*) If awarded to the Framework Agreement will you provide access to an online training service to customers for any equipment that you provide within the warranty period? (MAX SCORE 3)	Yes
1.3.4	(*) If awarded to the Framework Agreement, will all free of charge face-to-face clinical customer training be delivered at such times as are requested by the customer, without incurring additional charges? This may include, for example, delivering the service at weekends, as part-days and out of working hours. Working hours is defined as Mon to Fri 9am to 5pm (UK time). If you do not offer free of charge face-to-face clinical customer training out of working hours select the answer option `No`. (MAX SCORE 3)	No
1.3.5	(*) If awarded to the Framework Agreement can you provide first line Electro Biomedical Engineering Department (EBME) (Medical Physics) training as requested by the customer(s) to include routine maintenance and fault finding at the customer`s site? (MAX SCORE 3)	No
1.4.1	(*) If awarded to the Framework Agreement will you loan to customers like-for-like replacement equipment free of charge, in the event of removal of the equipment for repair under warranty? If you will not provide this service for all of the equipment that you supply, or if this service differs across the range of equipment that you supply, please select the answer option `No` to this question. (MAX SCORE 3)	Yes
1.4.2	(*) If awarded to the Framework Agreement, what warranty period will you provide on a free of charge basis (as standard), over and above the minimum 12 months warranty period that is required (see Specification), in relation to the products that you will supply and following installation? If there is more than one warranty period across a range of equipment that you are offering to supply you must select the answer that covers the majority of the products that you will supply. (MAX SCORE 4)	12 months
1.4.3	(*) If awarded to the Framework Agreement, will you provide on-site maintenance, service, and repair work outside of the normal office hours of Monday to Friday 9am to 5pm (UK time) if requested by the customer? On-site means at the customer's location which may be anywhere in the UK (including Scotland, Wales, England and NI) within the warranty period? (MAX SCORE 3)	No
1.5.1	(*) Please find attached Question 1 Social Value and the template for your response. (MAX SCORE 5)	You have not achieved the maximum score for this question. You have been awarded a 'Very Good" score, demonstrating that you have fully addressed the requirements of the question, however you have not exceeded the requirements which would have achieved a higher score.
1.5.2	(*) Please find attached Question 2 on Social Value and the template for your response (MAX SCORE 5)	You have not achieved the maximum score for this question. You have been awarded a 'Satisfactory' score, demonstrating substantial experience with no major concerns, however you have not fully met the requirements which would have achieved a higher score.

Social Value Question Response (Technical Envelope)

Criteria: Using only the template provided, and a maximum of 1000 words, please describe the Carbon or Environmental Impact of the products which are the subject of this (Non-Specialist Patient Monitoring Equipment) procurement and outline how through the lifetime of the contract you will measure and reduce this impact?

r commitment is rooted in a comprehensive life cycle analysis aimed at minimizing the carbon impact of all Viamed's activities, including this framework agreement. We acknowledge the urgency of addressing climate change and are dedicated to achieving net-zero greenhouse gas emissions by 2050 at the latest.

We will foster collaboration within our supply chain, emphasizing transparency and shared responsibility. Engaging suppliers in our sustainability goals, we will encourage the adoption of eco-friendly practices, from sourcing materials to manufacturing. Regular communication channels and collaborative internal workshops will be established to ensure a unified effort toward net-zero emissions.

To deliver additional environmental benefits, we will focus on the following key areas throughout the contract lifecycle:

1. Design Phase (where applicable):
   - Incorporate eco-design principles, ensuring products are energy-efficient, durable, and repairable; offering in-house servicing to extend the life of the product.
   - Explore innovative materials, prioritizing recycled content and minimizing environmental impact.
   - Design for disassembly, facilitating easier recycling and re-manufacturing (if possible).
2. Manufacturing (where applicable):
   - Implement energy-efficient manufacturing processes and invest in renewable energy sources.
   - Collaborate with suppliers to reduce waste and implement circular economy practices in production.
3. Packaging:
   - Minimize packaging material usage and choose sustainable alternatives, for example smaller packaging boxes, paper wadding, dissoluble loose fill.
   - Reducing the use of plastics within packaging and consider choosing sustainable alternatives.
   - Optimize packaging design to reduce transportation-related emissions.
   - Recycle unusable packaging.
   - Reuse clean packaging.
4. Transport and Delivery:

- ◦ Consolidate shipments and with the help of our courier, UPS, request optimised transport routes to minimize carbon emissions.
- ◦ Encourage our couriers to explore low-emission transportation options and encourage our suppliers to do the same.

5. In-Use Phase:
   - ◦ Develop energy-efficient product operation guidelines.
   - ◦ Provide virtual training programs for end-users to optimize device performance and minimize travel and carbon emission.
6. End of Life and Disposal:
   - ◦ Implement a trade-in program for proper disposal and recycling of equipment.
   - ◦ Offer free WEEE waste disposal for all applicable products.
   - ◦ Explore refurbishment and re-manufacturing options to extend product life.
   - ◦ Battery recycling.
   - ◦ Oxygen sensor disposal as per local guidelines.

Timed Project Plan and Process: Our commitment will be implemented over a three-year timeline:

- Year 1:
  - ◦ Conduct a life cycle analysis and set specific reduction targets for each phase, where applicable.
  - ◦ Establish collaborations with suppliers, sharing sustainability goals and expectations.
  - ◦ Evaluate employees working environments. Currently, on average, staff work from home 50-60% time.
  - ◦ Reduction in documentation requirements and records, to be kept and transmitted digitally.
  - ◦ Reduction in travel to 1 overseas visit per year per supplier and consolidate visits with multiple suppliers where possible.
  - ◦ Business meetings to be held digitally rather than face-to-face to reduce carbon emissions.
  - ◦ Switch, where we have not already done so, to sustainable products within the company for daily use e.g. cleaning products, toilet paper, tissues, kitchen roll, envelopes and general office supplies.
- Year 2:
  - ◦ Integrate sustainable design principles into product development processes i.e. energy and material conservation, use environmentally preferable practices.
  - ◦ Implement a programme to off-set our CO2 footprint.

- ◦ Initiate pilot projects to assess the feasibility of circular economy practices in manufacturing i.e. green products (long-life, recyclable), cleaner production (using fewer resources), better service options (to expand lifespan of product), expand our recycling services to customers.

- Year 3:
  - ◦ Implement full-scale sustainability measures in product manufacturing and distribution.
  - ◦ Develop training programmes for end-users on energy-efficient device operation.
  - ◦ Review possibility of 100% renewable electricity source (currently 80% renewable and in a 3 year fixed contract).

Metrics, Tools/Processes, Reporting, Feedback, and Improvement:

- Metrics:
  - ◦ Carbon footprint assessments quarterly.
  - ◦ Percentage of recycled materials used in products and packaging.
  - ◦ Reduction in packaging material and weight.
- Tools/Processes:
  - ◦ Life cycle assessment for continuous impact measurement to be reviewed.
  - ◦ Supplier reviews to track sustainability performance.
  - ◦ Continuous internal improvement meetings to gather feedback.
- Reporting:
  - ◦ Quarterly progress updates submitted as per the Framework Terms and Conditions.
  - ◦ Annual comprehensive sustainability reports, including achievements and challenges.
- Feedback and Improvement:
  - ◦ Regular stakeholder engagement to gather feedback.
  - ◦ Continuous improvement based on lessons learned and evolving sustainability best practices.

Transparency: Our commitment to transparency is evident through regular reporting, stakeholder engagement, and the incorporation of sustainable practices into our procurement process.

This Method Statement outlines our holistic approach to reducing the carbon impact of this framework agreement, aligning with the awarded criteria and fostering a collaborative, sustainable future.

Please describe the Modern Slavery issues within the supply chain related to the product which is the subject of this Procurement? How through the lifetime of the Framework Agreement will you identify, mitigate, and manage modern slavery risks and improve the impact you are having in the areas identified at risk of Modern Slavery?

As we are below the annual turnover threshold requirement, Viamed Ltd. is not required to comply with the provision and produce a slavery and human trafficking statement.

However, we are committed to the principles of the act, and we will take all reasonable measures to ensure that we do not trade with organisations that do not share our willingness to embrace the principles of the act. We will incorporate this as part of our ongoing supplier reviews, in accordance with our standards accreditations.

Viamed and our supply chain are committed to understanding issues surrounding modern slavery in our industry. We recognise the gravity of this global challenge and firmly declare our zero-tolerance policy towards any form of modern slavery. We are dedicated to fostering a transparent and ethical supply chain, and we actively collaborate with our partners to ensure that human rights are upheld at every stage. Our commitment extends beyond compliance; it is a fundamental aspect of our values, driving us to create a workplace and business environment where dignity, respect, and fairness prevail for all.

As part of the supplier reviews, performance is inspected via an internal audit to ensure that all suppliers comply with Viamed's policies and all current ISO regulations. This is, in turn, externally audited via by British Standards Institute. Payment of invoices is always paid within a maximum of 60 days, depending on agreed terms, to alleviate the risk of creating modern slavery risks.

Employees have easy access within our internal system to a whistle-blowing policy that enables employees to report incidents and suspicions of modern slavery. These are automatically escalated to our board of directors for review and action.

Recruitment can be completed by a number of avenues including social media and recommend a friend schemes. Before the commencement of any employment pre-employment checks such as reference reviews, identity and eligibility to work requested for review and vetting of social media presence.

Policies and procedures are in place to allow for proper induction of new staff including, but not limited to, systems introduction, company operating procedures and policies including Modern Slavery, Health and Safety, job role review and paperwork, guided tour of all areas, copies of hard proof of identity and eligibility to work checks to be produced and contract of employment to be signed.

All policies required by employees can be viewed on the central internal system, accessible by all staff members (login details are provided on the first day).

Action Plan for Reports of Incidents of Modern Slavery

Due to Viamed being the distributor of the product outlined in this framework, all reports of modern slavery incidents are immediately escalated to our direct supplier and documented. This information is noted on our internal system and is searchable easily by all staff. The Managing Director and/or Commercial Director will take responsibility to liaise with the supplier to determine a plan of action and contact the relevant authorities, if required. This plan of action, may be set out on a downwards path to their components supply chain, depending on the location of the potential modern slavery report.

Past Evidence of Reports of Incidents of Modern Slavery

Viamed have never been subjected to reports of Modern Slavery.

As part of our 2024/25 company operating review we plan to:

- Ensure that risks related to vulnerable groups, types of work and the supply chain's locations are identified and effectively managed by our supplier as part of our supplier questionnaire/review.
- Implement Modern Slavery Training to all admin based staff.
- Create a Modern Slavery Incidents tracking page where reports of Modern Slavery are logged and reviewed.
- Review of Safeguarding in the Workplace practices to ensure all vulnerable people have their health, well-being and rights protected. This can also be part of the current appraisal system.
- Regular audits to determine if more rigorous procedures needs to be put into place in regards to the supply chain.
- Continue to develop an environment where inclusion and diversity are paramount, and Staff are fully aware of their responsibilities to ensure fair treatment for everyone, both within and external to the company, and their obligation to report any matters of concern.

Schedule 6

Commercial Schedule

1 Contract Price

1.1 The Contract Price shall be the price (including volume related pricing) set out in the Tender Response Document (Appendix 1 to this Schedule 6) and shall include Core Lines and Options.

1.2 The Parties acknowledge that the price of the Core Lines set out in Appendix 1 to this Schedule 6 is the basis upon which the Framework Agreement is awarded and unless amended in accordance with this Schedule 6 the price of Core Lines shall not be subject to any increase for a minimum of twelve (12) months from the Commencement Date. For the avoidance of doubt the Supplier shall not be entitled to unilaterally adjust the Contract Price.

1.3 The Parties acknowledge that the price of Options may vary on an Order-by-Order basis and the Supplier agrees to work with Participating Authorities to achieve reasonable and competitive Options pricing.

1.4 Unless Paragraphs 2, 3, 6 or 9 of this Schedule 6 apply, after a minimum period of twelve (12) months from the Commencement Date, the Supplier may request a price review with NHS Supply Chain. If the Supplier requests an increase to the price of Core Lines, it must provide justification to NHS Supply Chain for such increase including evidence of an increase in costs to the Supplier and NHS Supply Chain may in its absolute discretion consent to such increase.

2 Special Offers and discounts

2.1 At any time during the Term of the Framework Agreement either Party may approach the other to discuss special offers ("**Special Offer Price**") and/or discounts to the price of Core Lines.

2.2 Where the Parties agree a Special Offer Price such price shall remain on offer through the Framework Agreement for no less than one (1) month and no longer than six (6) months and must not be repeated on the same terms within twelve (12) months of the first date on which the relevant Special Offer Price is offered (unless connected to a Commitment Deal where the Special Offer Price may remain in place for longer than 6 months, as agreed by the parties).

2.3 Where the Supplier does not revert to the Contract Price for the affected Core Line(s) (or an alternative Special Offer Price) following six (6) months the Special Offer Price shall automatically become the Contract Price for the relevant Core Line(s).

2.4 For the avoidance of doubt, neither Party shall be obliged to accept any offer made by the other.

3 Commitment Deals

3.1 From time-to-time NHS Supply Chain and Supplier may enter into Commitment Deals whereby the Supplier offers a discount on the Contract Price in return for a commitment from NHS Supply Chain to purchase multiple Goods (the "**Commitment Deal Price**").

3.2 Where the Parties enter into a Commitment Deal, they shall set out the terms of such Commitment Deal in a Commitment Deal Supplemental Agreement. The Commitment Deal Supplemental Agreement shall be substantially based upon the

draft form of agreement set out at Appendix 2 to this Schedule 6 (provided that NHS Supply Chain shall be entitled to update this template from time to time upon reasonable notice to the Supplier).

4 Reference Sites

4.1 From time to time the Supplier may enter into Contracts offering a reduced Core Line price to Participating Authorities which act as Reference Sites. Where such reductions are offered the Supplier must, prior to accepting an Order from the relevant Participating Authority, provide to NHS Supply Chain in writing evidence of the Participating Authority's obligations as a Reference Site. NHS Supply Chain shall be entitled to verify such evidence with the Participating Authority and if, in NHS Supply Chain's reasonable Opinion, the evidence provided is unsatisfactory NHS Supply Chain shall be entitled to refuse to allow the sale of the Core Lines at a reduced price through the Framework Agreement and/or any Contract.

4.2 Upon request, the Supplier shall demonstrate to any Participating Authority considering entering into a Contract such Goods and in such manner as that Participating Authority may request.

5 Disputes in relation to price changes

5.1 Any requests to vary the Contract Price for Core Lines (either upwards or downwards) made by either Party must be notified in writing to the other at least three (3) months (or such other period as is agreed by the Parties) prior to the proposed price change date. Any dispute in relation to price variation should be referred to the dispute resolution procedure in accordance with Clause 1.7 of the Key Provisions in Schedule 1 and Clause 23 of Schedule 2 of this Framework Agreement.

6 Implementation of price changes

6.1 Once a price variation has been agreed by both Parties pursuant to this Schedule 6 the new Contract Price shall take effect within thirty (30) days of the date of agreement, or such other period as is agreed by the Parties.

7 Management Fee

7.1 The Management Fee payable on the Goods and Services shall be: 2.5% for all 3 lots

7.2 The Management Fee shall apply to all Orders for Goods and Services in accordance with Clause 9 of Schedule 2, except that where any Core Line is priced at more than two and a half million GBP (£2.5 million) (exclusive of VAT) the value of that Core Line for the purposes of calculating the Management Fee shall be capped at two and a half million GBP (£2.5 million).

8. Sustainable Development

8.1 The Supplier shall support NHS Supply Chain and the Department of Health with the implementation of the voluntary instrument entitled: "*Green Public Procurement Criteria for Electrical and Electronic Equipment used in the Healthcare Sector (EU GPP for EEE)*" and shall in particular provide upon request the following:

8.1.1 User instructions for green performance management, including instructions on how to maximise the environmental performance of the Goods;

8.1.2 Training with energy efficiency optimisation, including on the adjustment and fine-tuning of the Goods in relation to their consumption of electricity

(using parameters (for example, standby mode) in order to optimise the electricity use);

8.1.3 Installation with energy efficiency optimisation, and a 'needs assessment' for the Participating Authority so the Participating Authority understands how to optimise the Goods' electricity consumption;

8.1.4 Confirmation of the energy profiles of the Goods (where pre-determined use scenarios exist within EU GPP Guidance). For Goods with no pre-determined use scenarios, NHS Supply Chain may develop these during the term of the Framework Agreement.

9. Further Types of Savings-Based and Value-Based Offers

9.1 In addition to the types of savings/discounts offers described at paragraphs 2 and 3 of this Schedule 6 the Supplier may, subject prior written approval of NHS Supply Chain, offer the additional types of savings-based and value-based options to Customers as are described in Appendix 3 to this Schedule 6.

Appendix 1

Pricing Schedule

Supplier	Lot	Code	Description	Unit of Measurement	Quantity	Unit Price	Supplier Full System/Product Description	Original Equipment Manufacturer (OEM) Name	Manufacturer Product Code (MPC)	Warranty Period (In Months)	Anticipated Product Lifecycle	Lead Time (Weeks)	Country of Manufacture	VAT RATE (%)
Viamed Ltd.	Lot 1	PAM_012	Neuromuscular Blockade Monitor (in accordance with the relevant requirements as stated in Attachment 4b Framework Agreement Specification)	Each	1	1400.0000	TOF 3D Neuromuscular Transmission Monitor	MIPM	2510091	24	8 years	1	Denmark	20

Appendix 2

Commitment Deal
Supplemental Agreement

The template Commitment Deal Supplemental Agreement, referred to in paragraph 3.2 of Schedule 6 (Commercial Schedule), is embedded below:

Attachment 4e - Commitment Deal Su

Appendix 3
Additional Types of Savings-Based and Value-Based Offers

These opportunities are included to provide alternative procurement options to Customers (in addition to capital purchase); to provide short term solutions, aid installation and commissioning of equipment; to deliver efficiencies in the Customer's own service provision; to reduce costs, ease staff pressures and improve patient care; and, to ensure that the Framework Agreement provides access to the latest technology and innovations available in the market.

The opportunities may be made available to Customers within all Lots of the Framework Agreement and to all Customers buying through the Framework Agreement. The Supplier is not obliged to offer any/all of these options from the Commencement Date if unable to provide them. However, the Supplier may (by prior agreement with NHS Supply Chain) introduce any/all of these options at any time during the term of the Framework Agreement.

Details of the opportunities that may be offered to Customers as at the Commencement Date are outlined below. However, NHS Supply Chain reserves the right to vary these, to remove options or to add further options (either across all Lots or by individual Lot), should it be deemed appropriate (and in accordance with section 9 of the Invitation to Tender). The Supplier will be notified of any proposed changes by NHS Supply Chain – additional terms and conditions may be introduced in connection with these.

1. Value Based Procurement

Subject to NHS Supply Chain's prior written approval, the Supplier may offer value-based procurement opportunities to Customers via the Framework Agreement. Value-based procurement opportunities should be designed to deliver efficiencies in service provision and demonstrate tangible and measurable financial and non-financial benefit. The savings methodologies and values will be determined specific to each opportunity and will need to be evidenced and approved by NHS Supply Chain prior to being made available to Customers.

The table below highlights some of the potential areas which would deliver value:

Area	Measure
Financial	Reduction in capital costs Reduction in maintenance costs Reduction in consumable costs Reduction in staff costs Increased tariff income generation
Clinical	Improvements in patient care Improved patient experience Reduction in bed days Reduction in infection rates Increase in the number of appointments Improved equipment utilisation
Sustainability	Reduction in energy use Reduction in waste

This is not an exhaustive list and other factors would be considered if they can be directly attributed to the delivery of a service efficiency or improvement and can be evidenced.

2. NHS Service Improvement Solutions

NHS Supply Chain's may give the Supplier (alone or along with other Suppliers) the opportunity to offer Customers solutions which are aimed at improving the Customer's ability to deliver its own clinical services (and so improve those services).

This is how it will operate:

NHS Supply Chain will work with Customers to understand the challenges that they are facing in terms of service delivery, required improvements, expected outputs and objectives, key performance indicators, service level agreements, financial restraints etc. The information will be collated and provided to capable Suppliers to create a solution which supports the successful delivery of the Customer's service.

Solutions could include the equipment, point of sale maintenance, training building works etc. but would also consider staffing, equipment utilisation, use of artificial intelligence, patient pathway, room / department layouts etc. An itemised cost for implementation would be provided via NHS Supply Chain detailing the benefits and savings that could be achieved, the mechanisms for measuring and recompense to the Customer should those benefits not be realised.

NHS Supply Chain would facilitate the negotiation and agreement of a Contract between the Supplier and the Customer to contain details of the solution, communications, stakeholders, timescales, cost/consideration etc. and would support the management of the solution (although NHS Supply Chain would not be a party to that Contract). Any Contract would be between the Customer and the Supplier, facilitated by NHS Supply Chain, and would incorporate the Call-off Terms.

A management fee percentage would be payable to NHS Supply Chain by the Supplier. The percentage will be the same as the management fee for the supply of equipment as outlined in paragraph 7, Schedule 6 of the Framework Agreement. The percentage will be applied to the total quoted value, excluding building works / turnkey solutions, and would be invoiced following receipt of the customer purchase order as part of the quarterly reconciliation process.

3. Other Savings Opportunities

Any of the following types of discount/savings arrangements can be made available to Customers by the Supplier via the Framework Agreement, subject to the prior written approval of NHS Supply Chain. These will be collated and managed by NHS Supply Chain prior to implementation and must be made available to all Customers.

Value / Volume Discounts

A value/volume discount is available to encourage Customers to aggregate their requirements to achieve economies of scale by providing them with an incremental saving. These will be a fixed percentage for banded volumes and will be made available to all Customers.

Multi Authority Aggregation (MAA)

An MAA is where NHS Supply Chain combines the equipment requirements of 2 or more Customers to achieve savings based on aggregated requirements and spend. The MTA discount is applicable to the total value of multiple Customer orders for equipment from the Supplier.

Combined Trust Procurements

A combined Trust procurement is when 2 or more Customers have an agreement to work together and place one aggregated order with the Supplier to cover their full requirements.

The discount is applicable to the total value of multiple Customer orders for equipment from the Supplier.

Multi Lot Discounts
A multi-Lot discount is applied to a single Customer quote for equipment from 2 or more Lots within this Framework Agreement. The discount is applicable to the total value of multiple Customer orders for equipment from the Supplier.

Annual Spend Discounts
An annual-spend discount is applied based on customer commitment to a Supplier for a specified volume of equipment with phased ordering over an agreed period. The discount can be applied as a flat rate to each order processed, incrementally to each order processed or retrospectively on the last order processed. This will be agreed prior to the first purchase order being raised with all subsequent order values, relevant discounts and timescales outlined.

NHS Supply Chain Commitment
NHS Supply Chain may implement commitment for any of the above on behalf of Customers to achieve savings. In these instances, the purchase order may be raised with NHS Supply Chain and the usual management fee may not be applicable depending on the agreed commercial terms of the commitment.

Schedule 7

Reopening Competition and Call Off

1. Re-opening of competition

1.1 Due to the nature of the Goods and Services to be procured under this Framework Agreement, which are commissioned to meet the particular specific requirements of a Participating Authority, NHS Supply Chain may choose to re-open competition under this Framework Agreement.

1.2 NHS Supply Chain may:

1.2.1 undertake a mini competition between suppliers deemed capable of performing the relevant Contract / Order ("capable suppliers") based upon a Participating Authority's bespoke requirements. In the event that a mini competition is undertaken, NHS Supply Chain may introduce further criteria and award weightings and/or refine the award criteria (including the option to conduct further competition on the basis of price alone), to meet the specific requirements of the Participating Authority;

1.2.2 seek an offer from (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 (a) a specific requirement of a Participating Authority; or (b) a proposed purchase by NHS Supply Chain. Such a specific requirement and/or proposed purchase could be based upon any combination, in whole or part, of the Core Lines, Options and Accessories;

1.2.3 request an offer on the basis of:

1.2.3.1 aggregated **r**equirements across multiple Participating Authorities; and/or

1.2.3.2 a commitment by NHS Supply Chain or a Participating Authority or Participating Authorities to purchase a specified volume or value of Goods and/or Services during an agreed period of time for which the supplier may be paid in advance;

1.2.3.3 any of the other types of options/offers set out in Schedule 6 (including its Appendices);

1.2.4 reopen competition using an eAuction or other methodologies advised to suppliers.

1.3 Pricing may also be sought in circumstances where a Participating Authority has previously undertaken its own trials/clinical evaluations. The result of any such trial/clinical evaluation, and the detail of the processes by which they have been conducted may not be known by NHS Supply Chain and will have been the responsibility of the Participating Authority only. NHS Supply Chain may agree to request pricing from those suppliers identified as capable suppliers by the Participating Authority following its own trials/clinical evaluation. Following receipt of any such pricing information it will be for the Participating Authority to determine whether to place an Order for the Goods and/or Services.

1.4 Where more than one capable supplier is invited to submit an offer, the offers shall be evaluated using such criteria as NHS Supply Chain or a Participating Authority

shall determine and in each case the terms of the resulting Contract (including the price and Specification of the relevant Goods and Services) may differ from those set out in this Framework Agreement.

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

1.6 NHS Supply Chain reserves the right to re-check the Supplier's economic and financial standing (taking into account the specific requirements of the relevant Contract or Order) in order to assist in determining whether, or not, the Supplier is a capable supplier for the purposes of paragraphs 1.2, 1.3, 1.4 or 2.1 of this Schedule 7.

2. Call off

2.1 As an alternative to re-opening competition, NHS Supply Chain or a Participating Authority may elect to purchase Goods and Services from the Supplier on the terms and at the Contract Price stated in this Framework Agreement.

Appendix A.

Call-off Terms and Conditions for the Supply of Goods and Services

Appendix B.

Templates

A template Forms embedded below. This may be used to set out a customer's detailed requirements for Goods and/or Services (but its use is not mandatory).

- Purchase Plan Agreement Template
- Rental Agreement Template
- Template Order Form