

## OVERARCHING MASTER INDEMNITY AGREEMENT

<b>Company Name: ("Supplier")</b>	Viamed Ltd	
<b>Company Registration No:</b>	01291765	
<b>Address:</b>	15 Station Road, Cross Hills, Keighley, West Yorkshire	
	Postcode:	BD20 7DT
<b>Contact Name:</b>	Steve Hardaker	
<b>Contact E-Mail:</b>	steve.hardaker@viamed.co.uk	
<b>Telephone No.:</b>	01535 634542	
<b>MIA No:</b>  (to be allocated and inserted by the Department of Health at the time of its signature)		DHMIA/1588/16

1.1 In consideration of the Department of Health making available the Supplier's details as part of the Master Indemnity Agreement Register published at:  
<https://www.gov.uk/government/publications/master-indemnity-agreement-mia>, the Supplier undertakes that:

- a. It will comply with the then current version of Master Indemnity Agreement Terms and Conditions as published by the Department for Health from time to time on the gov.uk website when providing any Equipment to the National Health Service and that such terms and conditions will form part of any MIA Call-Off Agreement with the relevant Authority to which any Equipment is supplied (to include on both a loan and transfer basis).
- b. Any public liability and product liability insurance information (in respect of public liability and product liability covering the Equipment with the minimum cover per claim of five million pounds (GBP) (£5,000,000)) together with any other information provided to the Department of Health is accurate and will be kept up-to-date to ensure that the Department of Health always has copies of the Supplier's current insurance policy details (to include confirmation of all renewals and policy changes) and company details (to include prompt notification of any name changes) accompanied with relevant supporting documentation.
- c. It will not supply any Equipment to an Authority pursuant to an MIA Call-Off Agreement unless that Equipment is covered by appropriate insurance arrangements in accordance with the insurance requirements set out in the applicable Master Indemnity Agreement Terms and Conditions.

d. The Department of Health may make publically available (to include, without limitation, by sharing with other NHS organisations and other relevant public sector organisations within the United Kingdom and by publishing information on the gov.uk website) this Overarching Master Indemnity Agreement and any information provided to the Department of Health by the Supplier under and/or in connection with this Overarching Master Indemnity Agreement.

e. It is a properly constituted entity fully empowered by the terms of its constitutional documents to enter into this Overarching Master Indemnity Agreement and has obtained any required consents or approvals.

1.2 Any defined terms used above shall have the meaning set out in the Master Indemnity Agreement Terms and Conditions. Any reference to the Department of Health shall be deemed to include a reference to the Secretary of State for Health.

1.3 The contact details for the Department of Health in connection with this Overarching Master Indemnity Agreement shall be as set out in the Master Indemnity Agreement Guidance Notes published on the gov.uk website by the Department of Health.

1.4 This Overarching Master Indemnity 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. 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 Overarching Master Indemnity Agreement or its subject matter.

1.5 The Department of Health may terminate this Overarching Master Indemnity Agreement and remove the Supplier from the Master Indemnity Agreement Register at its convenience upon immediate written notice to the Supplier. For the avoidance of doubt, this will not affect any MIA Call-Off Agreements entered into by the Supplier and, subject to their terms, all such MIA Call-Off Agreements entered into by the Supplier shall remain in full force and effect notwithstanding the termination of this Overarching Master Indemnity Agreement.

1.6 The parties agree that a scanned or other form of electronic signature shall be a valid form of execution of this Overarching Master Indemnity Agreement, which shall commence and come into full force and effect from the date of signature of this Overarching Master Indemnity Agreement by the Department of Health.

<b>SIGNED on behalf of the Supplier:</b>	
<b>Name and position:</b>	Steve Hardaker, UK Sales Manager
<b>Date:</b>	8/11/16
<b>SIGNED on behalf of the Department of Health:</b>	
<b>Name and position:</b>	SANDRA BARROW COMMERCIAL POLICY ADVISOR
<b>Date:</b>	14/11/16