
**SUBCONTRACT AGREEMENT
FOR THE SUPPLY OF GP2PHARMACY SERVICES**

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Schedule 1 - The Services

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THIS AGREEMENT is made on 27th November 2018

BETWEEN:

- (1) **PSNE Limited** registered in England number 09764592 whose registered office is at Suite 1, Azure Business Centre, High Street, Newburn, Newcastle-upon-Tyne, NE15 8LN

(the “**Main Contractor**”); and

- (2) the organisation and its participating pharmacies whose addresses and other details are included on the signatory pages.

(the “**Service Provider**”)

each a “**Party**” and together the “**Parties**”.

WHEREAS:

- A. The Main Contractor has entered into an agreement STHC/PSNE/271118 (the “**Main Contract**”) with South Tyneside Health Collaboration Limited (STHC) (the “**Service Commissioner**”) registered in England number 10600086 whose registered office is at South Tyneside Health Collaboration, c/o Stanhope Parade Health Centre, Gordon Street, South Shields, NE33 4JP to provide the Services described in Schedule 1.
- B. The Main Contractor has approval from the Service Commissioner under the Main Contract that the Services described in Schedule 1 may be subcontracted to the Service Provider on the terms and conditions set out in this Agreement.
- C. The Service Commissioner has approval from the Executive Board of NHS South Tyneside Clinical Commissioning Group (the “**CCG**”) to procure the Services described in Schedule 1.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the following meaning unless the context otherwise requires:-

“Adequate Procedures”

means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

“Affiliates”

means in relation to a company any legal entity controlling, controlled by or under common control with the company in question. “Control” for this purpose being the direct or indirect possession of the power to direct or cause the direction of the management or policies of such company or

	entity whether pursuant to the ownership of voting securities, by contract or otherwise;
“Agreement”	means this Agreement together with the Schedules and any appendices attached hereto or referred to herein;
“Anti-Corruption Legislation”	means the Bribery Act 2010 and any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business;
“Associated Person”	means in relation to a company, a person (including an employee, agent or subsidiary) who performs services for or on that company's behalf;
“Costs”	means, without limitation, all and any payments, penalties, costs, claims, demands, damages, compensation, fines, awards, losses and expenses (including any legal or other professional fees on an indemnity basis) and any other liabilities whatsoever (including, for the avoidance of doubt, in relation to Tax);
“Commencement Date”	means the date of this Agreement or such later date as may be agreed by the Parties.
“Data Controller”	means the entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data;
“Data Subject”	means a natural person whose Personal Data are processed in the context of this Agreement;
“Data Protection Laws”	means all applicable laws and regulations relating to data protection, privacy and the processing of Personal Data from time to time in force in any applicable jurisdiction, including without limitation the following (each as amended or replaced from time to time and any subordinate legislation made pursuant thereto): applicable EU legislation including but not limited to the EU General Data Protection Regulation 2016/679 and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC)) and their national implementing legislations; the UK Data Protection Act 2018, the Privacy and

Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and including where applicable guidance and codes of practice issued by the UK's Information Commissioner's Office;

“Fees”

means the fees for the Services calculated in accordance with Schedule 2 (Fees, Invoicing, and Payment Provisions);

“GDPR”

means the EU General Data Protection Regulation 2016/679;

“Intellectual Property”

includes any copyright, design rights, patents, inventions, logos, business names, service marks and trade marks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semiconductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off, applications for registration, and the right to apply for registration, for any of these rights, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

“Main Contract”

means contract agreement STHC/PSNE/271118 between the Main Contractor and the Service Commissioner.

“Permitted Recipients”

means the Parties to this Agreement, the directors, officers, staff and employees of each Party, any third parties engaged to perform obligations in connection with this Agreement;

“Personal Data”

means any information relating to an identified or identifiable natural person including 'special' categories of personal data set out in Article 9(1) of the GDPR. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological,

	genetic, mental, economic, cultural, or social identity of that natural person;
“Personal Data Breach”	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
“Processing of Personal Data” (or “Processing/Process”)	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
“Service”	means the GP2Pharmacy Service as set out in Schedule 1 as amended from time to time;
“Service Commissioner”	means South Tyneside Health Collaboration Limited (STHC) registered in England number 10600086 whose registered office is at South Tyneside Health Collaboration, c/o Stanhope Parade Health Centre, Gordon Street, South Shields, NE33 4JP
“Third-Party”	means any individual or organisation not a party to this contract agreement
“Previous Provider”	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Commencement Date; and
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law.
“Working Day”	means a day other than Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 In this Agreement:-

- 1.2.1 any reference to a statute or statutory provision includes, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, consolidated, extended, re-enacted, or replaced and to all statutory instruments, orders, regulations or rules made pursuant to it;
 - 1.2.2 references to the singular includes the plural and vice versa, references to any gender includes a reference to all genders and references to a person includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);
 - 1.2.3 unless the context otherwise requires, references to any clause, sub-clause or Schedule is to a clause, sub-clause or Schedule of or to this Agreement;
 - 1.2.4 all references to the parties include their permitted successors and assigns; and
 - 1.2.5 any phrase introduced by the term “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding any of those terms.
- 1.3 The index and headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
 - 1.4 Each of the Schedules to this Agreement shall have effect as if set out in full in the body of this Agreement.
 - 1.5 In case of any conflict or inconsistency between the provisions of this Agreement and any Schedule, the provisions of this Agreement shall take precedence to the extent of any conflict or inconsistency only.

2. Commencement and Duration

- 2.1 This Agreement shall commence on the Commencement Date and shall, subject to the other provisions of this Agreement, continue until 31st October 2019 (the “**Expiry Date**”) unless:
 - 2.1.1 terminated in writing by either Party in accordance with clause 12, or
 - 2.1.2 the Main Contract is terminated for any reason, in which case this Agreement shall terminate immediately, subject to all the rights of the Parties accrued up to the date of termination.
- 2.2 The Parties may agree to extend this Agreement beyond the Expiry Date on terms and conditions agreed at the time.
- 2.3 The Service Provider will provide the GP2Pharmacy Services for the Main Contractor as set out in Schedule 1 in accordance with the terms of this Agreement.

3. Price and Payment

- 3.1 The Main Contractor will pay the Fees in accordance with the invoicing and payment provisions set out on Schedule 2.

- 3.2 The Fees set out in Schedule 2 will be subject to any applicable Value Added Tax at the prevailing rate.

4. The Service Provider's Obligations

- 4.1 The Service Provider and its' subcontractors shall:-
- 4.1.1 use reasonable endeavours to provide the Service in accordance with Schedule 1 in all material respects;
 - 4.1.2 obtain and maintain all necessary licences and consents and comply with all applicable laws, enactments, orders, regulations and guidance;
 - 4.1.3 perform its obligations under this Agreement in compliance with all applicable laws, enactments, orders, regulations and guidance; and
 - 4.1.4 throughout the term of this Agreement and for as long time thereafter as may be regarded as necessary and customary in the health care sector, maintain an appropriate public liability and professional negligence insurance relating to the provision of the Service with an insurance carrier of good standing against whom the Main Contractor can raise no reasonable objection.

5. Main Contractor's Obligations

- 5.1 The Main Contractor shall co-operate with the Service Provider in all matters relating to the Service and appoint a Main Contractor manager who shall have the authority contractually to bind the Main Contractor on matters relating to the Service.
- 5.2 If at any time during this Agreement, the Service Provider reasonably requests that a matter is raised with the Service Commissioner or any document forwarded to the Service Commissioner, the Main Contractor must raise such matter or forward such document on behalf of the Service Provider and provide the Service Provider with any response received.

6. Liabilities

- 6.1 Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable.
- 6.2 Subject to clause 6.1, the total aggregate liability of the Service Provider and its respective Affiliates to the Main Contractor whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement will be a maximum of the total Fees paid or payable under this Agreement.
- 6.3 Subject to clause 6.1, neither Party shall be liable to the other for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

7. Intellectual Property Rights

- 7.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.

- 7.2 All Intellectual Property Rights and all other rights in any documents or materials produced pursuant to this Agreement shall belong to the Main Contractor.
- 7.3 Subject to clause 7.1, each Party will grant to the other a non-exclusive, non-transferable and revocable right to use and reproduce its name and trade mark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trade mark will be agreed between the Parties and consent to such use will not be unreasonably withheld.
- 7.4 To the extent that any third-party Intellectual Property Rights or Intellectual Property Rights belonging to the Service Commissioner are used in the provision of the Services, the Main Contractor shall procure a royalty free non-exclusive license for the Service Provider to use the third party Intellectual Property Rights or Intellectual Property Rights belonging to the Service Commissioner to the extent required for the provision of the Services only. Such license shall automatically terminate on the expiry or termination of this Agreement.
- 7.5 Neither Party shall use any name or trade mark belonging to the other Party or their Affiliates in any way that may damage the goodwill of the other Party or that of its Affiliates.
- 7.6 The Main Contractor shall indemnify the Service Provider and its Affiliates against all costs, expenses, claims, losses and damages arising directly or indirectly from any claim by a third party that any Intellectual Property supplied by the Main Contractor or the Service Commissioner infringes the trade mark, patent, copyright, design or other intellectual property right of such third party.
- 7.7 The Service Provider shall indemnify the Main Contractor against all costs, expenses, claims, losses and damages arising directly or indirectly from any claim by a third party that any Intellectual Property supplied by the Service Provider infringes the trade mark, patent, copyright, design or other intellectual property right of such third party.
- 8. Confidential Information**
- 8.1 Each of the Parties agrees that it shall keep any information designated as confidential or which is otherwise clearly confidential in nature ("**Confidential Information**") received by it from the other before or during the term of this Agreement and which relates to the business, assets, affairs, financial results, plans, customers and suppliers of the other Party or its Affiliates or of any third party strictly confidential and that it shall not use any such Confidential Information for its own benefit (save as is necessary in order to perform its obligations and/or exercise its rights under this Agreement) or disclose any such Confidential Information to any third party and that it shall ensure that no third party shall have access to it. Notwithstanding the foregoing, the Parties shall be entitled to disclose the Confidential Information to its employees, or to the employees of its Affiliates, to the extent that those employees have a genuine need to know the same to enable the Parties to perform their obligations or exercise their rights under this Agreement and who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorised disclosure or use on terms at least as stringent as those contained herein. The recipient shall be liable for acts by any of its Affiliates in violation of this Agreement as if they were actions or omissions of that Party.
- 8.2 The restrictions in clause 8.1 shall not apply to any Confidential Information which:-

- 8.2.1 the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;
 - 8.2.2 is in the public domain at the time of disclosure of the Confidential Information to the recipient or which subsequently comes into the public domain through no fault of the recipient;
 - 8.2.3 is subsequently disclosed to the recipient (other than subject to conditions of confidentiality and without any restriction on disclosure) by a third party which is itself not subject to any restriction on disclosure imposed by the disclosing party hereunder; or
 - 8.2.4 is required to be disclosed as a matter of law or by the rules of a recognised stock exchange provided the recipient notifies the disclosing party, if legally permissible, as soon as possible following any relevant demand or request for disclosure.
- 8.3 Each Party shall, if so requested by the other Party following termination of this Agreement, deliver up to the other Party or destroy all documents and (save to the extent that the same shall have been incorporated into the formal records of that party) other material in its possession or control which include or incorporate any Confidential Information of the other Party save that one copy of the Confidential Information may be kept by the legal department of each Party for audit purposes. All such incorporated or retained confidential information shall remain subject to the obligations set out in the preceding provisions of this clause 8.

9. Data Protection

- 9.1 The Parties agree that in relation to:
- 9.1.1 Personal Data processed by the Service Provider in providing Services under this Agreement (for example, patient details, medical history and treatment details), the Service Provider shall be the sole Data Controller; and
 - 9.1.2 Personal Data, the processing of which is required by the Main Contractor and/or the Service Commissioner and/or NHS South Tyneside CCG for the purposes of quality assurance, performance management and contract management (together the "Agreed Purpose"), the Main Contractor and/or the Service Commissioner and/or NHS South Tyneside CCG and the Service Provider will be Data Controllers in common;
- 9.2 Where the Main Contractor and/or the Service Commissioner and/or NHS South Tyneside CCG requires information under clause 9.1.2 above, the Service Provider shall consider whether the requirement can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the Main Contractor and/or the Service Commissioner and/or NHS South Tyneside CCG, the Service Provider shall provide such information in pseudonymised form where possible.
- 9.3 Schedule 3 sets out the categories of Data Subjects, types of Personal Data, Processing operations (including scope, nature and purpose of Processing) and the duration of Processing.

- 9.4 Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws in relation to all Personal Data that is processed by it in the course of performing its obligations under this Agreement.
- 9.5 Any material breach of the Data Protection Laws by one Party shall, if not remedied within fourteen (14) days of written notice from the other Party, give grounds to the other Party to terminate this Agreement with immediate effect.
- 9.6 In relation to the Processing of any Personal Data, each Party shall:
- 9.6.1 ensure that it has all necessary notices and consents in place to enable lawful sharing of Personal Data to the Permitted Recipients for the Agreed Purpose;
 - 9.6.2 give full information to any Data Subject whose Personal Data may be processed under this Agreement of the nature of such Processing;
 - 9.6.3 process the Personal Data only for the Agreed Purpose;
 - 9.6.4 not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;
 - 9.6.5 ensure that all Permitted Recipients are reliable and have had sufficient training pertinent to the care and handling of Personal Data;
 - 9.6.6 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - 9.6.7 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data in accordance with Article 32 GDPR;
 - 9.6.8 not transfer any Personal Data outside the European Economic Area unless the transferor ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer; and
 - 9.6.9 assist the other Party (at its own cost) in responding to any request from a Data Subject and in ensuring its compliance with all applicable requirements and obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or the UK's Information Commissioner's Office.
- 9.7 Each Party shall notify the other Party without undue delay on becoming aware of any Personal Data Breach under this Agreement.
- 10. Anti-corruption**
- 10.1 Each Party acknowledges that the Party is committed to eliminating all risk of bribery and corruption in its business relationships.

- 10.2 Each Party acknowledges and agrees that the other Party shall not be under any obligation to carry out any action or make any omission under this Agreement to the extent that it reasonably believes would be in breach of any Anti-Corruption Legislation.
- 10.3 Each Party acknowledges and agrees that neither it nor any third party has breached any Anti-Corruption Legislation in order for it to enter into this Agreement.
- 10.4 Each Party warrants and undertakes that:
- 10.4.1 it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or is otherwise contrary to any Anti-Corruption Legislation;
 - 10.4.2 it has, and will maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
 - 10.4.3 it, and each of its employees, directors, officers, subcontractors, agents and representatives that will do anything on its behalf in relation to (a) its commissioning, or selection as provider, for the Service (b) the performance of its obligations under this Agreement, has not taken, and will not take, in the name of, for the account of or on behalf of the other Party, any actions in furtherance of (and it has not omitted to and will not omit to take any action preventing): (i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity or (ii) the request for, agreement to or acceptance of any payment, gift, money or anything else of value, in each case, which constitutes a breach of any Anti-Corruption Legislation; and
 - 10.4.4 it will keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to this Agreement.
- 10.5 Breach of any of the undertakings in this clause 10 shall be deemed to be a material breach of this Agreement.

11. Staff

- 11.1 The Parties agree that at the commencement of the provision of Services by the Service Provider, TUPE shall not apply so as to transfer the employment of any employees of the Main Contractor or a Third Party including the Service Commissioner and any Previous Provider to the Service Provider.
- 11.2 If any person who is an employee of the Main Contractor or a Third Party including the Service Commissioner and any Previous Provider claims, or it is determined, that their contract of employment has been transferred from the Main Contractor or Third Party including the Service Commissioner and any Previous Provider to the Service Provider pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
- 11.2.1 The Service Provider will, within seven (7) Working Days of becoming aware of that fact, give notice in writing to the Main Contractor;

- 11.2.2 the Main Contractor or Third Party including the Service Commissioner and any Previous Provider may offer employment to such person within twenty-eight (28) days of the notification by the Service Provider;
- 11.2.3 if such offer of employment is accepted, the Service Provider shall immediately release the person from their employment;
- 11.2.4 if after the period specified in clause 11.2.2 has elapsed, no offer of employment has been made by the Main Contractor or Third Party including the Service Commissioner and any Previous Provider, or such offer has been made by the Main Contractor or Third Party including the Service Commissioner and any Previous Provider but not accepted within a reasonable time, the Service Provider shall be entitled to terminate the employment of any such employee and the Main Contractor shall indemnify and keep indemnified the Service Provider against all Costs which arise directly or indirectly from any claim or demand which is made in relation to any such termination.

12. Termination

- 12.1 Either Party may terminate this Agreement at any time on giving not less than three (3) months' notice to the other Party.
- 12.2 Without prejudice to its other rights or remedies which the Parties may have, either Party may terminate the Agreement immediately by written notice to the other Party, if the other Party:
 - 12.2.1 fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
 - 12.2.2 commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach;
 - 12.2.3 repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
 - 12.2.4 is unable to pay its debts or becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.
- 12.3 On termination of this Agreement for any reason:
 - 12.3.1 the Main Contractor shall, except where the Agreement is terminated due to the Service Provider's material or repeated breach, immediately pay all of the Service Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted,

the Service Provider will submit an invoice, which shall be payable immediately on receipt; and

- 12.3.2 the accrued rights, obligations and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.4 The following clauses shall survive termination of this Agreement and shall continue with full force and effect:-
- Clause 6 Liabilities
 - Clause 7 Intellectual Property Rights
 - Clause 8 Confidential Information
 - Clause 20 Publicity

13. Force Majeure

- 13.1 In this clause, "Force Majeure" shall mean any event or circumstance which is beyond the reasonable control of the Party affected by it including, but not limited to an act of God, local government or government (including but not limited to its compulsory acquisition and / or seizure of flu vaccine in the event of a flu epidemic or flu pandemic), war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a third party (for which a substitute third party is not readily available).
- 13.2 If either Party is, or considers that it is likely to be, affected by a Force Majeure event, it shall promptly notify the other Party of the relevant event or circumstance.
- 13.3 Neither Party shall be in breach of this Agreement if any delay or failure in the performance of any obligation of that Party under this Agreement is caused, in whole or in part, by any Force Majeure and any time by which, or period within which, that obligation is to be performed shall be extended accordingly.

14. Dispute Resolution

- 14.1 If any dispute arises out of this Agreement or in relation to the Service Provider's services as applicable under this Agreement, the Parties shall attempt to settle it by negotiation, who shall seek in good faith to resolve the dispute within twenty-one (21) days of the issue being referred, escalating it within their respective companies as necessary for this purpose.
- 14.2 If the Parties are unable to settle any dispute by negotiation within twenty-one (21) days, the Parties may elect to refer the dispute to mediation or an alternative form of dispute resolution however nothing in this Clause shall prevent the Parties commencing or continuing court proceedings at any time.

15. Assignment/Sub-Contracting

- 15.1 Neither Party shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement without the prior written consent of the other Party. No such permitted assignment shall relieve either Party of any of its obligations under this Agreement.

- 15.2 It is acknowledged that in order to deliver the Services, the Service Provider will act as a Main Contractor and sub-contract pharmacies to deliver the Services set out in Schedule 1 in accordance with the terms of this Agreement.

16. Benefit of Agreement (Third Party Rights)

- 16.1 Save as otherwise expressly provided in this Agreement, no term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

17. No Partnership

This Agreement does not create a partnership between the Parties and neither Party shall have any authority to act in the name or on behalf of, or otherwise bind, the other Party to any obligation.

18. Waiver

- 18.1 Neither Party shall be deemed to have waived the performance or breach of any provision of this Agreement unless it does so expressly in writing. No such waiver shall be deemed to be a waiver of any other past or future default or breach of such provision or any other provision of this Agreement.

- 18.2 No failure or delay by a Party in exercising any right under this Agreement shall be deemed to be a waiver of, or to otherwise prejudice, the exercise of that right.

19. Severability

- 19.1 If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

20. Publicity

Each Party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law any recognised stock exchange. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

21. Conflict Between Provisions

If there is any conflict between any provision in the clauses of this Agreement and any provision in any Schedule to this Agreement, the provision in the clauses shall prevail.

22. Costs

Each Party shall pay the costs and expenses incurred by it in connection with the preparation, negotiation and implementation of this Agreement.

23. Interest On Late Payment

If either Party fails to pay any amount payable by it under this Agreement, the other Party shall be entitled but not obliged to charge interest on the overdue amount,

payable by the Party in default forthwith on demand, from the due date to the date of actual payment, after as well as before judgement, at the rate of two percent (2%) per annum above the base rate for the time being of National Westminster Bank PLC. Such interest shall accrue on a daily basis and be compounded quarterly.

24. Entire Agreement and Amendments

- 24.1 This Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior written or oral agreement between them (or between the Main Contractor and the Service Provider) concerning that subject matter notwithstanding the terms of any such prior agreement.
- 24.2 Each Party acknowledges that in entering into this Agreement, it has not relied in any representation, warranty or other assurance.
- 24.3 The Agreement may only be amended or varied by a document in writing signed by a duly authorised person on behalf of each Party.

25. Notices

- 25.1 All notices given pursuant to this Agreement by the Parties shall be in writing and signed by or on behalf of the Party giving it and shall be deemed to be given when delivered in person or received by post or courier to the following respective addresses:-

Main Contractor

FAO Stephen Blackman, Managing Director
PSNE Limited
Suite 1, Azure Business Centre
High Street
Newburn
Newcastle-Upon-Tyne
NE15 8LN

Service Provider:

whose address for service of notices is included on the signatory pages.

or to such other addresses as any Party may notify to the other in writing.

- 25.2 Any notice given pursuant to this Agreement by post shall be deemed, unless the contrary is proved, to have been received two (2) days from the date of posting if from and to an address in the United Kingdom and five (5) days from the date of posting if from and/or to an address elsewhere.

26. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one and the same Agreement.

27. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with English law and the Parties hereby agree, for the purposes of this Agreement only, to

submit themselves and any claim or matter arising under or in connection with this Agreement to the exclusive jurisdiction of the English courts.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1 – THE SERVICES

As attached SLA V3 and Formulary.

SCHEDULE 2 - FEES, INVOICING AND PAYMENT PROVISIONS**Table 1: Non-Tariff Prices**

Description	Currency	Price
Service fee	Great British Pound	£13 per patient appointment delivered. No VAT applicable. No payment to be made where patient does not attend.

Table 2: Permitted Variations to Tariff

Service Description	Currency	Price
Reimbursement of formulary medications	Great British Pound	In accordance with the version of the Drug Tariff and any nationally agreed concessions in effect at the time of supply and subject to VAT at the prevailing rate.

Table 3: Other Payment Arrangements

The Service Provider will be paid within 30 working days of submission of invoice to PSNE Limited via PharmOutcomes.

Table 4: Payment Notes

All service activity and invoices must be claimed via PharmOutcomes within 5 days of the end of each month.

SCHEDULE 3 – MANAGEMENT OF DATA

Data Subjects

The Personal Data processed by the Service Provider and/or the Main Contractor and/or the Service Commissioner and/or NHS South Tyneside CCG concerns:

- recipients of the Service
- details of the Service Provider's staff involved in providing the Service

Types of Personal Data

Personal Data will be Processed by the Service Provider under Article 6(1)(e) and Article 9(2)(h) of the GDPR and will include:

- data which identifies the recipients of the Service - such as name, contact details (which may include address, email address or phone number) and date of birth/age;
- data relating to the health of the recipient and details of any test or treatment provided by the Service Provider (special category data);
- GP details (including name and practice details) where required
- financial data of the Parties in order to invoice and receive payment for Services.

Processing Operations

Personal data will be processed by the Service Provider and/or the Main Contractor and/or the Service Commissioner and/or NHS South Tyneside CCG in order for:

- The Service Provider to provide the Services under this Agreement;
- The Service Provider to maintain records required for provision of the Service;
- The Service Provider to invoice and receive payment from the Main Contractor; and
- quality assurance, performance management and contract management by the Main Contractor.

Duration of Processing

The personal data processed by the Service Provider and/or the Main Contractor and/or the Service Commissioner and/or NHS South Tyneside CCG will be subject to the above processing operations for the duration of the Agreement and subsequently where such retention is required by applicable law or for actual or prospective legal claims or as otherwise set out by either Party.

**SUBCONTRACT AGREEMENT
FOR THE SUPPLY OF GP2PHARMACY SERVICES**

IN WITNESS OF WHICH the Parties have signed this Agreement on the date(s) shown below

SIGNED by



.....
Signature

**STEPHEN BLACKMAN
for
and on behalf of
PSNE Ltd**

Managing Director

.....
Title

27th November 2018

.....
Date

SIGNED by

Signature

.....

Authorised Signatory

.....

Title

.....

Date

.....

**for
and on behalf of**

Service Provider's Organisation

.....

**SUBCONTRACT AGREEMENT
FOR THE SUPPLY OF GP2PHARMACY SERVICES**

CONTRACT MANAGEMENT

Service Provider's Organisation	
Service Provider's Representative	
Service Provider's Office Address	
Service Provider's Address for Service of Notices	

Service Provider's Bank Details

Account Name	
Bank	
Account Number	
Sort Code	

**SUBCONTRACT AGREEMENT
FOR THE SUPPLY OF GP2PHARMACY SERVICES**

ORGANISATION

Service Provider's Organisation	
--	--

PARTICIPATING PHARMACIES

Pharmacy Name	
ODS Code	
Pharmacy Address	

Pharmacy Name	
ODS Code	
Pharmacy Address	

Pharmacy Name	
ODS Code	
Pharmacy Address	

Attach multiple sheets as required.