

DATED _____

[The Pharmacy Contractor]

-AND-

RECAP Partner Authority [the Commissioner]

- East Cambridgeshire
 - Fenland
 - Huntingdonshire
 - Greater Cambridgeshire
 - Peterborough
-

AGREEMENT FOR THE SUPPLY OF Disposal of Clinical Sharps SERVICE

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Schedules

Schedule 1 The Services

Schedule 2 Fees, Invoicing and Payment Provisions, Monthly Record Form

THIS AGREEMENT is made on

2019

BETWEEN:

- (1) ----- registered in England number ----- whose registered office is [insert Address] "the Pharmacy Contractor" -----
- (2) **Peterborough City Council (in partnership with RECAP)**, registered in England whose registered office is at Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY ("the **Commissioner**").

each a "Party" and together the "Parties".

WHEREAS:

- A. The Pharmacy Contractor has agreed that they shall provide the Services to the Commissioner on the terms and conditions set out in this Agreement.

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 is 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 ("GDPR") 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 1998, 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 Regulator;
"Fees"	means the fees for the Services calculated in accordance with Schedule 2 (Fees, Invoicing, and Payment Provisions);
"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;
“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;
“Regulator”	means the national independent public authority, which is established pursuant to applicable Data Protection Law;
“Services”	means the disposal of clinical sharps set out in Schedule 1 as amended from time to time;

“Service Year”	means the period of 1 st April to 31 st March in any given year
“Third Party”	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.

- 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, **1st October 2019** and shall (subject to the other provisions of this Agreement) **continue until 31st**

September 2020 unless terminated in writing by either Party in accordance with clause 12.

- 2.2 The Pharmacy Contractor will provide the Services for the Commissioner as set out in Schedule 1 in accordance with the terms of this Agreement.

3. Price and Payment

- 3.1 The Commissioner 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 Pharmacy Contractor Obligations

- 4.1 The Pharmacy Contractor shall:-

- 4.1.1 use reasonable endeavours to provide the Services in accordance with Schedule 1 in all material respects from the pharmacies listed in Schedule 3;
- 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 Commissioner can raise no reasonable objection.

5. Commissioner's Obligations

- 5.1 The Commissioner shall co-operate with the Pharmacy Contractor in all matters relating to the Services and appoint a Commissioner Manager who shall have the authority contractually to bind the Commissioner on matters relating to the Services.

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 each Party and its respective Affiliates to the other 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 will be liable to the other Party 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 pharmacy 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 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 associated companies.
- 7.5 Each Party shall indemnify the other Party 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 Party 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 Pharmacy Contractor by providing Services under this Agreement, the Pharmacy Contractor shall be the sole Data Controller; and
 - 9.1.2 Personal Data, the processing of which is required by the Commissioner for the purposes of quality assurance, performance management and contract management the Commissioner and the Pharmacy Contractor will be Data Controllers in common
- 9.2 Schedule 1 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.
- 9.3 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.
- 9.4 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.
- 9.5 In relation to the processing of any Personal Data, each Party shall:
 - 9.5.1 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;
 - 9.5.2 give full information to any Data Subject whose Personal Data may be processed under this agreement of the nature of such processing;

- 9.5.3 process the Personal Data only for the Agreed Purpose;
 - 9.5.4 not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;
 - 9.5.5 ensure that all Permitted Recipients are reliable and have had sufficient/adequate training pertinent to the care and handling of resident Personal Data;
 - 9.5.6 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;
 - 9.5.7 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;
 - 9.5.8 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
 - 9.5.9 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 Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- 9.6 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 other 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 Pharmacy Contractor, TUPE shall not apply so as to transfer the employment of any employees of the Commissioner or a Third Party to the Pharmacy Contractor.
- 11.2 If any person who is an employee of the Commissioner or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Commissioner or Third Party to the Pharmacy Contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
 - 11.2.1 The Pharmacy Contractor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Commissioner;
 - 11.2.2 the Commissioner or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the pharmacy contractor;
 - 11.2.3 if such offer of employment is accepted, the pharmacy contractor 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 Commissioner or Third Party, or such offer has been made by the Commissioner or Third Party but not accepted within a reasonable time, the pharmacy contractor shall be entitled to terminate the employment of any such employee and the Commissioner shall indemnify and keep indemnified the pharmacy contractor 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 thirty (30) days' written 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 fourteen (14) 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 fourteen (14) 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 If the Agreement is terminated at any point during the Service Year, the Pharmacy Contractor will repay to the Commissioner the proportion of the Fees equalling the remainder of the Service Year, i.e. a monthly proportion of the Fees x the amount of month's left in the Service Year; ; 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, 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.

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 Party 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 Commissioner and any member of the Boots Group) 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:-

The pharmacy contractor -----

For the attention of the Company Secretary

With a copy to:

[NAME]
[ROLE]

[ADDRESS]

The Commissioner:

Peterborough City Council
Sand Martin House
Bittern Way
Fletton Quays
PE2 8TY

For the attention of Amy Nebel: Senior Waste and Recycling Officer

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.

Signed as an Agreement on behalf of the Pharmacy

Contractor :-

The Common Seal [of Authority]

Signed on behalf of [authority]

SCHEDULE 1

The Services

Details of the Services

Enhanced Service in Community Pharmacy	
Disposal of Used Sharps	
1. Service Description (“the Services”)	
1.1	Community pharmacies will continue to supply sharps bins to patients in the usual manner when presented with a valid prescription from a prescriber. This service does not propose to circumvent this means of supply.
1.2	Community pharmacies will subsequently provide a collection point service for these self-medication patients generated sharps in order to facilitate its safe disposal. Self-medication patients will return filled and sealed sharps bins to the pharmacy.
1.3	The community pharmacy will safely store the returned sealed sharps bins in a storage container provided by the Commissioner until the collection by the nominated waste disposal collection company.
1.4	A licensed waste management contractor has been commissioned by Peterborough City Council and will collect on a regular / agreed basis. In cases of increased demand then arrangements will be put in place for increased frequency or collections upon agreement with the Commissioner
2. Service Aims	
2.1	To provide self-medication patients with a safe and convenient route for the disposal of sharps.
2.2	To support Cambridgeshire and Peterborough self-medication patients to remain in their own homes and the NHS in reducing costs and patient journeys to centres of treatment.
2.3	To reduce the potential environmental damage and risk to public health caused by the use of inappropriate disposal methods for sharps.
2.4	To ensure customers understand the correct means of sharps disposal and reduce the risk of sharps being disposed of within unsuitable waste streams.
2.5	To reduce the volume of sharps stored in patients' homes, by providing convenient route for disposal, thus reducing the risk of accidental needle-stick injuries.
2.6	To improve the health of people within the waste industry locally and local communities by preventing the potential spread of blood-born infections by enabling the safe disposal of sharps.
2.7	To reduce the risk of needle stick injury in the community and inappropriate disposal of used injectable sharps.

3. Agreement Period

- 3.1 This agreement will continue indefinitely provided the Services continue to be commissioned.
- 3.2 It will be subject to a review on a 3 year basis by the Commissioner and Community Pharmacy Cambridgeshire and Peterborough.
- 3.3 The agreement may be terminated, without penalty or further liability, if the Pharmacy Contractor or The Commissioner provides the other with 30 days' notice in writing.
- 3.4 The frequency of waste collection by the waste disposal contractor will be on a regular / agreed basis to ensure there is not an unacceptable build-up of sharps on the pharmacy premises. The Pharmacy Contractor can request additional waste collections if there is an unexpected rise in patient returns.
- 3.5 The Pharmacy Contractor has a duty to ensure that pharmacists and staff involved in the provision of the Services have relevant knowledge and are appropriately trained in the operation of the Services, including sensitive, client-centred communication skills and data protection duties.
- 3.6 Whilst maintaining the confidentiality of the service users, the Pharmacy Contractor will maintain adequate records of sharps bins returned and consigned for collection and disposal. The use of existing and suitable electronic systems is preferred. As it will not be possible to assess the risk of infection from the sharps, all returned sharps containers will be consigned as hazardous waste.
- 3.7 The Pharmacy Contractor will comply with all relevant waste management legislation and its requirements; including Hazardous Waste Consignment Notes, and Consignee Returns to the producer where required.
- 3.8 The Pharmacy Contractor will have a standard operating procedure in place for the Services. The Pharmacy Contractor has a duty to ensure that pharmacists and staff are aware of and operate within national and locally agreed protocols.
- 3.9 The Pharmacy Contractor will nominate a named individual to act as the lead for the Services, who will oversee compliance with health and safety waste and environmental legislation.
- 3.10 The Pharmacy Contractor will ensure that their staff are made aware of the risk associated with the handling of returned used equipment and the correct procedures used to minimise those risks.
- 3.11 A needle stick injury procedure will be in place.
- 3.12 The Pharmacy Contractor will maintain appropriate records to ensure effective ongoing service delivery and audit.
- 3.13 Appropriate protective equipment, including gloves, overalls and materials to deal with spillages will be readily available close to the storage site.
- 3.14 The Pharmacy Contractor will complete required risk assessments and ensure adequate controls are in place, which may include provision of Hepatitis B injections for all staff involved in the handling of presented sharps containers, the safe storage of returned bins, and recording the transfer of bins to the disposal collection company.

3.15 Where required, and not covered by existing contracts or arrangements, the commissioner will pay £120 towards required immunisations, records of which should be kept for the period of the agreement by the Pharmacy Contractor.

3.16 The Pharmacy Contractor provider of the Services will comply with the General Pharmaceutical Council Standards of Conduct, ethics and performance at all times.

4. Training

4.1 The Pharmacy Contractor has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the Services.

4.2 This training must be recorded and updated annually. Evidence is to be recorded.

4.3 All Pharmacy Contractor staff will have read and signed the SOP, and reviewed annually.

4.4 All Pharmacy Contractor staff will have signed the needle stick injury policy, and reviewed annually.

5. Record Keeping

5.1 The Pharmacy Contractor will maintain records as specified by the Commissioner either in paper or electronic format and provide access to the records when reasonably requested to.

5.2 The Pharmacy Contractor will comply with any legal reporting requirements as required under the Health Technical Memorandum (HTM) 07-01, and retain consignment notes from the waste collection contractor. These should be retained and remain accessible for 5 years.

6. Quality Indicators

6.1 The Pharmacy Contractor will review its standard operating procedures and the referral pathways for the service on an annual basis.

6.2 The Pharmacy Contractor participates in a Recap authority audit of service provision.

Management of data

Data subjects

The personal data processed by the Pharmacy Contractor and/or the Commissioner concern recipients of the Services.

Types of Personal Data

The personal data processed by the Pharmacy contractor and/or the Commissioner could include:

- data which identifies the recipients of the Services - such as name, contact details (which may include address, email address or phone number) in relation to enquiries or complaint
- data relating to the health of the recipient

Processing operations

Personal data will be processed by the Pharmacy Contractor and/or the Commissioner in order for:

- the Pharmacy Contractor to provide the Services under this Agreement;
- the pharmacy contractor to maintain records required for provision of the Service;
- the pharmacy contractor to invoice and receive payment from the Commissioner; and
- audit, quality assurance, performance management and contract management by the Commissioner.

Personal data may be collected, sorted, saved, transferred, audited and amended.

Duration

The personal data processed by the Pharmacy Contractor and/or the Commissioner will be subject to the above processing activities 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.

SCHEDULE 2
Fees, Invoicing, Pricing and Payment

1. Financial Details	
The Pharmacy Contractor commissioned to provide the Services will receive an annual fee of £600 for each full year.	
Bank	
Address	
Sort Code	
Account Number	
This will be paid by BACS by the Commissioner to the Pharmacy Contractor upon receipt of an invoice from the Pharmacy Contractor submitted to the Commissioner by 1 st October each year within the first quarter of each Service Year running from 1 st October to 31 st September each year (or 1/12 of the agreed annual fee for months forming part of an agreed year).	

Appendix 1 Example Pharmacy Record – Domestic Sharps Box

SCHEDULE 3
LIST OF PHARMACIES
(Not required at this stage)