



**Turning Point  
Specification for  
Community Pharmacy  
Take Home Naloxone  
(THN) Programme**

**Somerset Drug and  
Alcohol Service  
(SDAS)**

**Community Pharmacy  
Agreement  
(Part A)**

May 2023

## SERVICES AGREEMENT BETWEEN

1. Turning Point (registered number 793558) whose registered office is at America House 2 America Square London EC3N 2LU (the '**Company**'); and
2. The person, firm or the company shown in Schedule A (hereinafter referred to as the '**Contractor**')

### **WHEREAS:**

- (i) The Company has asked the Contractor to provide certain services as described in Schedule B to this Agreement (the '**Services**').
- (ii) The Contractor has agreed to provide the Services in accordance with the terms set out below and in consideration of the payments herein agreed to be made.

### **DEFINITIONS**

In this Agreement the following words and expressions have the following meanings unless the context otherwise requires:

<b>Applicable Law</b>	<p>any:</p> <ol style="list-style-type: none"> <li>a) law including any statute, statutory instrument, bye law, order, regulation, directive, treaty, decree, decision (including any judgment, order or decision of any court, regulator or tribunal);</li> <li>b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or</li> <li>c) industry code of conduct or guideline</li> </ol> <p>in force from time to time which relates to this Agreement and/or the Services.</p>
<b>Data Protection Legislation</b>	<p>all Applicable Laws relating to data protection, the processing of personal data and privacy, including:</p> <ol style="list-style-type: none"> <li>a) the Data Protection Act 2018;</li> <li>b) the General Data Protection Regulation (EU) 2016/679; and</li> <li>c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);</li> </ol> <p>and references to "Data Subjects", "Personal Data", "Process", "Processed", "Processing", "Processor" and "Supervisory Authority" have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws.</p>
<b>Deliverables</b>	any deliverables detailed in Schedule B.
<b>End Date</b>	the date this Agreement expires, as set out in Schedule B.
<b>Intellectual Property Rights</b>	all intellectual property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-

	how, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright, database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.
<b>Strategic Procurement Manager</b>	in respect of the Company, the relevant procurement manager listed in Schedule A.
<b>Start Date</b>	the date this Agreement commences, as set out in Schedule B.

**IT IS AGREED AS FOLLOWS:**

**1. Appointment and Term**

- 1.1. The Company hereby engages the Contractor to carry out the Services and the Contractor hereby agrees to provide the Services on the following terms and conditions. Any terms and conditions stipulated by or referred to by the Contractor are expressly excluded from this Agreement unless specifically included in this Agreement.
- 1.2. This Agreement shall be in substitution for any terms previously in force between the Contractor and the Company and the Contractor hereby acknowledges that it has no outstanding claims of any kind against the Company.
- 1.3. Term
  - a) This Agreement shall commence on the Start Date and (subject to the powers of termination hereinafter contained) continue to the respective dates set out in Schedule B to this Agreement. These dates are agreed on the basis that, normal circumstances prevailing, the Services shall have been completed to the satisfaction of the Company.
  - b) Without prejudice to the rights of termination set out in this Agreement, the parties may, not less than 3 months prior to the End Date, agree in writing to extend the term of this Agreement.
- 1.4.
  - a) Subject to clause 1.4 (b), the Contractor will supply and perform the Services personally, or will assign the Services to the person or persons named in Schedule A.
  - b) If for any reason the person or persons named in Schedule A is no longer available, the Contractor will replace him/her immediately by another person or persons of equal

competence and acceptable to the Company. The Company reserves the right to terminate this Agreement without notice if the Contractor is unable to provide a replacement acceptable to the Company.

- 1.5. Where the Contractor considers that it is necessary to use the services of a third party including for the purposes of information or for the supply of goods or services it shall, except in matters of a minor nature, first obtain the written consent of the Company.
- 1.6. It is agreed that, for the purposes of carrying out the Services under this Agreement, the Contractor is an independent contractor who shall not hold itself out as or purport to be an employee of the Company. Nothing in this agreement shall be deemed to imply that the relationship between the Company and the Contractor under this Agreement is that of master and servant, principal and agent or employer and employee. The Contractor will indemnify the Company against any losses incurred, in each case arising out of or in connection with any claim or allegation made by the Contractor, or any personnel acting on behalf of the Contractor, that the Company is that individual's employer. In addition, in the event of any such claim, the Company will be entitled to terminate this Agreement immediately.
- 1.7. If either party shall be prevented from carrying out its obligations under this Agreement due to any event or circumstances beyond the reasonable control of the relevant party (but excluding changes in law (other than absolute changes in law) including, without prejudice to the generality of the foregoing, strikes, lock-outs, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, then:
  - a) subject to 1.7 (b) and (c), that party's obligations under the contract shall be suspended during the period and to the extent that that party is prevented or hindered from performing its obligations under the Agreement;
  - b) The party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause. The omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party;
  - c) In the event that the cause continues for more than one month either party may terminate this Agreement immediately and without notice.
- 1.8. This Agreement, including the attached schedules, contains the whole Agreement between the parties. This Agreement may not be altered, amended or modified except in writing signed by duly authorised representatives of the parties which in the case of the Company is the Strategic Procurement Manager.

## **2. Scope of Appointment**

- 2.1. During the term of this Agreement the Contractor shall provide the Services in accordance with:
  - a) any timescales and deadlines set out in any service specification in Schedule A; and
  - b) with due care and skill and to the best of the Contractor's ability.
- 2.2. The Contractor undertakes that appropriate time will be spent (including the preparation of any documentation) to ensure completion of the Services within any set deadlines.
- 2.3. The Services shall conform to the particulars and specification (if any) set out in Schedule B, (or in any relevant correspondence between the parties). The Contractor shall ensure that the Services are performed in time, and to the skilled and expert standards to be expected in the provision of such Services. The Contractor should exercise and carry out such functions and observe all such directions as the Company may lawfully direct, give or impose upon the Contractor within the scope of the services.
- 2.4. Liaison relating to technical and/or operational matters in respect of the Services shall be dealt with by the parties' respective representatives identified in Schedule A.
- 2.5. Liaison relating to commercial and/or contractual matters shall be dealt with on behalf of the Company by the Strategic Procurement Manager who is the only person empowered to amend any of the terms of this Agreement on behalf of the Company with the Contractor.

## **3. Intellectual Property Rights**

- 3.1. The Contractor assigns to the Company all its Intellectual Property Rights relating to the Services, Deliverables and work carried out by the Contractor in relation to this Agreement. The Contractor or its legal or personal representatives will, if required by the Company and at the Company's cost apply through patent agents or others nominated by the Company and do all acts necessary to obtain patents, design rights or similar protection which, as a result of this Agreement, are the Company's sole property in such part or parts of the world as the Company may require and the Contractor will do all that is necessary to vest all patents, design rights or similar protections in the Company or as it may direct. It will be lawful for the Company, for this purpose, to make use of the Contractor's name or, where possible, to obtain the patent or protection in the Company's own name and that of its nominees. The Contractor will not knowingly do anything to impair the validity of any such protection and will, at the Company's cost, provide all possible assistance to obtain and maintain such protection and to obtain an extension or prolong this protection.

## 4. Data Protection

- 4.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller (hereafter will be referred to '**the Controller**') and the Contractor is the data processor (hereafter referred to as '**the Contractor**'). The only processing that the Contractor is authorised to do is listed in Appendix 1 by the Controller and may not be determined by the Contractor.
- 4.2. The Contractor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.
- 4.3. The Contractor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- c) a systematic description of the envisaged processing operations and the purpose of the processing;
  - d) an assessment of the necessity and proportionality of the processing operations in relation to the Services an assessment of the risks to the rights and freedoms of Data Subjects; and
  - e) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Agreement Personal Data.
- 4.4. The Contractor shall, in relation to any Agreement Personal Data processed in connection with its obligations under this Agreement:
- a) comply with the Data Protection Legislation;
  - b) process that Agreement Personal Data only in accordance with the provisions in Appendix 1 to this Agreement, unless the Contractor is required to do so otherwise by any Applicable Data Protection Legislation. If it is so required, the Contractor shall promptly notify the Controller before processing the Agreement Personal Data unless prohibited by such Data Protection Legislation;
  - c) not cause the Controller to breach any of its obligations under the Data Protection Legislation;
  - d) immediately notify the Controller if, in its reasonable opinion, any instructions received from the Controller infringes any Data Protection Legislation;  

taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, implement and assist the Controller to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by the processing of Agreement Personal Data under this Agreement, in particular from a Personal Data Security Incident;
  - e) ensure that:

- I. the Contractor's Personnel do not process Agreement Personal Data except in accordance with this Agreement (and in particular Appendix 1);
  
- II. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Agreement Personal Data and ensure that they:
  - a. access such Agreement Personal Data strictly on a need to know basis as necessary to perform their roles in the performance of this Agreement;
  - b. are aware of and comply with the Contractor's duties under this clause 4;
  - c. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;
  - d. are informed of the confidential nature of the Agreement Personal Data and do not publish, disclose or divulge any of the Agreement Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
  - e. have undergone adequate training in the use, care, protection and handling of Agreement Personal Data; and
  
- f) not transfer Agreement Personal Data outside of the EU unless the prior written consent or specific instruction of the Controller has been obtained and the following conditions are fulfilled before making such transfers:
  - I. Contractor has provided appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation to the Controller's satisfaction; the Data Subject has enforceable rights and effective legal remedies;
  - II. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Agreement Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - III. the Contractor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Agreement Personal Data;

if the appropriate safeguards demonstrated or implemented in accordance with clause 4.3(f) are deemed at any time not to provide an adequate level of protection in relation to Agreement Personal Data, the Contractor will implement such alternative measures as may be required by the Controller to ensure that the relevant transfer and all resulting processing are compliant with Data Protection Legislation.
  
- g) ensure that records are created, managed, used, retained and/or destroyed in such a manner so as to maintain their confidentiality, integrity and availability in accordance with relevant Applicable Laws;

- h) at the written direction of the Controller, securely delete or return Agreement Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Contractor is required by Law to retain the Agreement Personal Data; and
  - i) notify the Controller without undue delay if it becomes aware of any areas of actual or potential non-compliance with the Data Protection Legislation, without prejudice to its obligations to comply with, or to any rights or remedies which the Controller may have for breach of the Data Protection Legislation.
  - f)
- 4.5. Subject to clause 4.6, the Contractor shall notify the Controller immediately if it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - b) receives a request to object, restrict, rectify, block or erase any Agreement Personal Data;
  - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d) receives any communication from a Supervisory Authority in connection with Agreement Personal Data processed under this Agreement;
  - e) receives a request from any third Party for disclosure of Agreement Personal Data where compliance with such request is required or purported to be required by Law; or
- 4.6. becomes aware of a Personal Data Security Incident including providing information of the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Personal Data Security Incident and any measure proposed to be taken to address the Personal Data Security Incident and to mitigate its possible adverse effects. The Contractor's obligation to notify under clause 4.5 shall include the provision of further information to the Controller in phases, as details become available, without undue delay, but the Contractor may not delay notification under clause 4.5 on the basis that an investigation is incomplete or ongoing.
- 4.7. Taking into account the nature of the processing, the Contractor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 4.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- a) the Controller with full details and copies of the complaint, communication or request;
  - b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request or any other individual rights request within the relevant timescales set out in the Data Protection Legislation;
  - c) the Controller, at its request, with any Agreement Personal Data it holds in relation to a Data Subject;



- d) assistance as requested by the Controller following any Personal Data Security Incident; and
  - e) assistance as requested by the Controller with respect to any request from any Supervisory Authorities, or any consultation by the Controller with such Supervisory Authorities.
- 4.8. The Contractor shall provide reasonable assistance to the Controller in:
- 1. documenting any Personal Data Security Incidents and reporting any Personal Data Security Incidents to any Supervisory Authority and/or Data Subjects;
  - 2. taking measures to address Personal Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects;
  - 3. documenting compliance of the processing of Agreement Personal Data with the Data Protection Legislation, including providing a systematic description of the envisaged processing operations; and
  - 4. conducting data protection impact assessments of any processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.
- 4.9. The Contractor shall prepare and securely maintain complete and accurate records and information to demonstrate its compliance with producing records of processing activities. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a) the Controller determines that the processing is not occasional;
  - b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 4.10. The Contractor shall allow for and contribute to audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
- 4.11. The Contractor shall designate a Data Protection Officer (“**DPO**”) if required by the Data Protection Legislation. If required, the Contractor shall provide the following information about their DPO:

<b>DPO Name</b>	
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<b>DPO Email</b>	
<b>Telephone</b>	

- 4.12. Notwithstanding clauses 10.2 and 10.3, before allowing any Sub-processor to process any Agreement Personal Data related to this Agreement, the Contractor must:
- a) notify the Controller in writing of the intended Sub-Processor and processing;
  - b) obtain the written consent of the Controller;
  - c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause 4 such that they apply to the Sub-Processor; and
  - d) provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
- 4.13. The Contractor shall remain responsible and fully liable for all acts or omissions of any Sub Processor as if they were its own, and will procure that Sub-Processors will perform all obligations set out in this clause 4.
- 4.14. The Contractor may, at any time by giving no less than 30 Business Days' notice, revise this clause 4 by replacing it with any applicable controller to processor clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this clause 4).
- 4.15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on giving not less than 30 Business Days' written notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 4.16. [The Contractor will indemnify the Controller against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Company or any Sub-Processor of any of its obligations under this clause 4 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations)].
- 4.17. Without prejudice to the Controller's other rights and remedies under this Agreement, any breach of this clause 4 by the Contractor or any Sub-Processor will be a material breach of this Agreement, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

4.18. Where under this clause 4 the Contractor is required to notify the Controller of any matter or thing, such notification will be marked for the attention of the Controller's Data Protection Officer and sent by email to the following email address: [dpo@turning-point.co.uk](mailto:dpo@turning-point.co.uk)

## **5. Termination**

5.1. This Agreement may be terminated by the Company giving to the Contractor not less than three (3) months' email notice at any time after the Start Date. The Company reserves the right to require the Contractor not to perform the Services during any period of notice.

5.2. The Company may terminate this Agreement by giving not less than one (1) months' notice in writing:

- a) in the circumstances set out in clauses 1.4(b) or 1.7(c);
- b) if the Contractor commits a material breach which cannot be remedied;
- c) if the Contractor commits a material breach which can be remedied but fails to remedy that breach within 30 days of notice setting out the breach and requiring it to be remedied being given by the Company;
- d) if the Contractor commits any repeated or continued breach by the Contractor of its obligations hereunder (after reasonable warnings from the Company) including but not limited to failing to supply the Services on time and failing to supply the Services to the quality or standard required;
- e) if the Contractor is guilty of conduct tending to bring itself or the Company into disrepute; or
- f) if the Contractor fails to discharge its duties hereunder efficiently or diligently.

### **Consequences of termination**

5.3. Following termination of this Agreement, howsoever arising:

- a) the Contractor shall deliver to the Company all books documents papers and other property of or relating to the business of the Company which may then be in the Contractor's possession or under its control;
- b) any provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement will continue in force; and
- c) all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date this Agreement terminates.

5.4. Termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination.

- 5.5. The Contractor shall be responsible for all losses incurred by the Company as a result of the Contractor's breach of the terms of this Agreement including losses incurred by the Company in replacing the Contractor.
- 5.6. Any notice sent by first class post to the address set out in Schedule A party shall be deemed to have been two days from the date of posting.
- 5.7. No forbearance or indulgence by the Company in enforcing any condition of this Agreement shall prejudice or restrict the Company's rights or powers under this Agreement and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.

## **6. Indemnity and Insurance**

- 6.1. The Contractor agrees to indemnify and keep indemnified the Company from and against any or all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company resulting from any breach of this Agreement by the Contractor (including employee's or agents of the Contractor) including:
  - a) any act, neglect or default in the performance of the Services;
  - b) breaches in respect of any matter arising from the provision of the Services resulting in a successful claim from any third party;
  - c) any court action against the Company for infringement of any copyright or intellectual property used by the Contractor, or by the Company in accordance with the Contractor's instructions or with the Contractor's consent.
- 6.2. The Contractor agrees to maintain at its own cost a comprehensive policy of insurance to cover:
  - a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;
  - b) Employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims.
- 6.3. Subject to clause 6.4, the Company's maximum total liability under this Agreement will be limited to the Charges paid or payable under this Agreement.
- 6.4. Nothing in this Agreement will operate to exclude or restrict either party's liability (if any) to the other for:
  - a) death or personal injury resulting from negligence;
  - b) fraud or fraudulent misrepresentation;
  - c) any other matter for which it is not permitted by law to exclude or limit.

## **7. Payment Terms**

- 7.1. In consideration of the provision of the Services, Company (via its agent PharmOutcomes) shall pay to Contractor such amounts, and in accordance with the procedures, as are set out in Schedule 1, including payment within 45 days of the claim deadline.
- 7.2. The amounts set out in Schedule 1 of Part B of this Agreement are on a fixed price basis and any modifications or variations to those amounts will be agreed through consultation with the Local Pharmaceutical Committee. Any subsequent changes will be reflected in the issue of a new agreement.
- 7.3. The Contractor will be required to register and maintain the correct details on the Company's supplier portal.
- 7.4. If the Company, on bona fide grounds, disputes any part of an amount invoiced by the Contractor (a "Disputed Sum"), the Company will be entitled to withhold payment of the Disputed Sum until the dispute is settled.
- 7.5. The Company will be entitled to set-off any liability which the Contractor has to the Company against any liability which the Company has to the Contractor, whether such liability is present or future, liquidated or unliquidated, under the Agreement or any other contract between the parties or other cause of action.

## **8. Value Added Tax**

- 8.1. Unless otherwise provided, in addition to sums payable by the Company under this agreement the Company shall on provision by the Contractor of a valid tax invoice pay any value added tax ("VAT") properly payable in respect thereof.

## **9. Taxes**

- 9.1. Any payment of or responsibility for any VAT, income tax or other taxes, national insurance as a self-employed person or similar impost or other such payment of a fiscal nature which may be found due in respect of the appointment and the payment of fees by the Company to the Contractor hereunder (together referred to as "the Taxes") shall be exclusively borne by the Contractor.
- 9.2. The Contractor hereby agrees to indemnify the Company against all costs, claims, actions, demands, penalties and liabilities incurred in respect or arising in connection with all or any of the Taxes.

## **10. Assignment**

- 10.1. The Company may assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this Agreement.

## **11. Law**

- 11.1. The construction, performance and validity of this Agreement will be governed by the laws of England, and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

## **12. Anti Corruption**


- 12.1. The Contractor will, and will procure that any Contractor Personnel and any sub-contractors will:
1. not commit any act or omission which causes or could cause it the Company or any Service Recipient to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
  2. comply with:
    - 12.1.2.1. all Applicable Laws relating to anti-bribery or anti-corruption, including the Bribery Act 2010; and
    - 12.1.2.2. the Company's anti-bribery policy as updated from time to time;
  3. promptly notify the Company in writing of:
    - 12.1.3.1. any request or demand for any improper financial or other advantage received by it; and
    - 12.1.3.2. any improper financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement; and
- 12.2. promptly notify the Company in writing of any breach of this clause 11.1.
- 12.3. Any breach of clause 11.1 by the Contractor will be a material breach of this Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.
- 12.4. The Contractor will indemnify each Service Recipient against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Contractor of clause 11.1 (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under clause 11.1).

## **13. ANTI-SLAVERY**

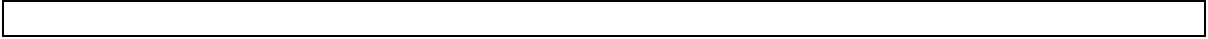
- 13.1. The Contractor will, and will procure that any Contractor Personnel and any sub-contractors will at all times:
1. comply with all applicable Anti-Slavery Laws;
  2. comply with any Company ethical code of conduct;
  3. not engage in any Modern Slavery Practice;
- 13.2. not do or omit to do any act or thing which constitutes or may constitute an offence under applicable Anti-Slavery Laws;
- 13.3. not knowingly employ or engage in any practices that constitute or may constitute an offence under Anti-Slavery Laws; and
- 13.4. not do or omit to do any act or thing which causes or may cause the Company or any Service Recipient to be in breach of and/or to commit an offence under any Anti-Slavery Laws.
- 13.5. The Contractor will:
- 13.6. conduct proper and detailed checks on any agency or person used by the Contractor to provide labour, employees, contractors or other persons to undertake tasks for the Contractor (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage and has not in the past engaged in any Modern Slavery Practice;
- 13.7. provide the Company and each Service Recipient with such reasonable assistance and information as it may require from time to time to enable it to:
- 13.8. perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Company and/or relevant Service Recipient;
- 13.9. prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act 2015 and to include the matters referred to in section 54(5) Modern Slavery Act 2015;
- 13.10. comply with any requirement to report on respect for human rights or to enable the Company and/or relevant Service Recipient to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it;

- 13.11. identify any non-compliance with the Company’s ethical code of conduct (to the extent the Company has such a code of conduct); and
- 13.12. conduct due diligence and to measure the effectiveness of the steps that the Company and/or Service Recipient is taking or wishes to take to ensure that Modern Slavery Practices are not taking place in its business or supply chains.
- 13.13. The Contractor will immediately give written notice to the Company upon the occurrence of a breach or suspected breach of any of its obligations under this clause 12.
- 13.14. Any breach of this clause 12 by the Contractor will be a material breach of this Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.
- 13.15. The Contractor will indemnify the Company and each relevant Service Recipient against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Contractor of this clause 12 (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under this clause 12).

**SIGNED BY** or on behalf of the parties on the date stated at the beginning of this Agreement.

<b>Signed for and behalf of the Company :</b>

<b>Signature:</b>
<b>Print Name:</b> Jason Drury
<b>Position:</b> Strategic Procurement Manager
<b>Date:</b> 03.05.23
<b>Signed for and on behalf of the Contractor:</b>
<b>Signature:</b>
<b>Print Name:</b>
<b>Position:</b>
<b>Date:</b>





**SCHEDULE A**

**CONTACTS**

**1. THE CONTRACTOR**

<b>Contractor (Pharmacy) name &amp; branch where applicable*:</b>	
<b>Registered company number:</b>	
<b>Registered office address:</b>	
<b>Named contact:</b>	
<b>Email:</b>	
<b>Tel No.</b>	
<b>Website:</b>	

\* For corporate/multiple pharmacy bodies please complete the table below with regards to your pharmacy branches that will be engaging with Community Pharmacy Take Home Naloxone Scheme

<b>Branch name and number (where applicable)</b>	<b>Address</b>	<b>Key contact in pharmacy and role</b>

**2. AGREEMENT CONTACTS:**

<b>For the Company:</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel No.</b>	
<b>Email:</b>	
<b>For the Contractor:</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel No.</b>	
<b>Email:</b>	

**3. FINANCE CONTACTS:**

<b>For the Company:</b>	
<b>Name:</b>	Accounts Payable
<b>Address:</b>	The Exchange 3 New York Street M1 4HN
<b>Tel No.</b>	0161 238 5100
<b>Email:</b>	<a href="mailto:accounts.payable@turning-point.co.uk">accounts.payable@turning-point.co.uk</a>
<b>For the Contractor:</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel No.</b>	
<b>Email:</b>	

**SCHEDULE B**

**SERVICES AND DELIVERABLES**

**1. SERVICES:**

The supply and delivery of the Supervised Consumption of Opioid Substitution Treatments and other medication as outlined in TP Pharmacy Specification.

**2. DELIVERABLES:**

<b>The following item(s) must be delivered to the Company as a result of this Agreement:</b>
Outlined in the Turning Point Specification for Community Pharmacy Take Home Naloxone (THN) Programme (attached)

**3. TERM**

<b>The term of this Agreement is as follows:</b>
<b>Start Date: 03.05.23</b>
<b>End Date: 31.05.26</b>

**4. METHOD OF MEASUREMENT:**

<b>The services provided by the Contractor shall be measured using:</b>
Outlined in the Turning Point Specification for Community Pharmacy Take Home Naloxone (THN) Programme (attached)

**5. CHARGES:**

<b>The charges payable by the Company to the Contractor are as follows:</b>
<i>Outlined in the Turning Point Specification for Community Pharmacy Take Home Naloxone (THN) Programme Part B: Schedule 1 – Payments (attached)</i>

**APPENDIX 1 – AGREEMENT PERSONAL DATA**

<b>Subject matter of processing</b>	Somerset pharmacy take home naloxone scheme.
<b>Duration of processing</b>	Duration to deliver intervention and claim fee necessary whilst the scheme is in operation.
<b>Nature of processing</b>	PharmOutcomes record.
<b>Purpose of processing</b>	To claim payment for pharmacy take home naloxone supplies.
<b>Type of Personal Data</b>	As required to deliver the service and claim the fee in accordance with practice requirements.
<b>Categories of Data Subject</b>	Pharmacy take home naloxone scheme users.