

## Whereas

North West Ostomy Supplies (**NWOS**) is a market leader in the supply of surgical appliances, compression hosiery, dressings and wound care products. Counterpart and NWOS have agreed that NWOS will provide certain services to Counterpart and the Counterpart will provide certain services to NWOS on the terms of this Partnership Agreement.

## 1. Definitions

- 1.1 **“Advice Service”** means advice on any appliance listed under Part IX A, B and C of the Drug Tariff;
- 1.2 **“Agreement”** means the NWOS Appliance Partnership Agreement made between NWOS and Counterpart as set out in this document;
- 1.3 **“Appliance”** means any item listed under Part IX A, B or C in the edition of the Drug Tariff current at the time of supply;
- 1.4 **“Clean Prescription”** means any prescription that only contains Appliance items;
- 1.5 **“Customisation Service”** means customisation of Appliances for patients if instructed by Counterpart;
- 1.6 **“Counterpart”** means the pharmacy customer who agrees to receive the services specified in this Agreement;
- 1.7 **“Data Protection Legislation”** means General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 and any similar or equivalent laws, regulations or rules relating to Personal Data, any enforceable guidance and codes of practice issued by any local regulatory authority responsible for administering Data Protection Legislations; and/or any amendments, re-enactments or changes to the items from time to time.
- 1.8 **“Mixed Prescription”** means prescriptions that contain Appliance item(s) and well as items that are not Appliances;
- 1.9 **“Parties”** means NWOS and the Counterpart (and “Party” shall mean one of them);
- 1.10 **“Specified Appliances”** means those appliances specified as “specified appliances” under Part IX A of the edition of the Drug Tariff current at the time of supply; and
- 1.11 **“Supplementary Items”** means disposal bags and wipes for use with those Appliances that must be provided with those items, which are provided by NWOS at no cost to Counterpart or the patient.
- 1.12 **“Working Day”** means any day that is not a Saturday, Sunday or public holiday in England.

## 2. The Service

- 2.1 If Counterpart receives a Clean Prescription, Counterpart will order the Appliance in that prescription from NWOS for dispensing at no charge to Counterpart.
- 2.2 Subject to orders being placed by 5.00pm, NWOS will endeavour to supply the Appliance and any Supplementary Items to Counterpart by 5.00pm the next Working Day. All Appliances and any Supplementary Items on a prescription will be identified for the relevant patient. NWOS will ensure that an audit trail exists from dispatch to delivery of the Appliance to the Counterpart pharmacy.
- 2.3 NWOS will provide the Customisation Service in respect of each customisable Appliance ordered from Counterpart.
- 2.4 NWOS will offer the Advice Service to Counterpart and Counterpart’s patients in respect of all Appliances.
- 2.5 Counterpart will check that the Appliances and Supplementary Items correspond to the Clean Prescription as dispensed by NWOS and delivered to the Counterpart for onward supply to the patient.
- 2.6 Counterpart will, at the patients’ request, deliver any Specified Appliance to that patient’s home.
- 2.7 Counterpart will endeavour to send each Clean Prescription to NWOS within three (3) Working Days of the patient collecting the Appliance from the pharmacy or receiving it at home from Counterpart. If the Clean Prescription is not received by NWOS within five (5) Working Days of the patient collecting the Appliance from the pharmacy or receiving it at home from Counterpart, NWOS shall be entitled to charge Counterpart the Drug Tariff price of that Appliance and Counterpart shall pay within 30 days of an invoice from NWOS.
- 2.8 Subject to receiving the Clean Prescription in accordance with the timeframes set out in clause 2.7, NWOS will pay Counterpart a fee per prescription item (**“NWOS Item Fee”**) in that Clean Prescription as specified in the Schedule by the end of the month following the month in which that Clean Prescription was dispensed.

2.9 If Counterpart receives a Mixed Prescription, Counterpart may obtain the Appliance item from NWOS as set out in clause 2.2 above and NWOS shall charge Counterpart the Drug Tariff price less any agreed discount for the Appliances in that Mixed Prescription. Counterpart will submit the Mixed Prescription to the NHS for payment in the usual way.

2.10 NWOS' Appliance Scheme Terms and Conditions of Sale (as set out on our website at [www.nwossurgical.co.uk](http://www.nwossurgical.co.uk)) ("NWOS Appliance Terms") shall apply to any sales made pursuant to this Agreement (except for any such terms and conditions which relate to Personal Data, which are superseded by paragraph 4 below).

### **3. Term and Termination**

3.1 This Agreement shall commence on the date of Counterpart entering into the Agreement with NWOS and shall continue until terminated by either Party on giving no less than 30 days' written notice to the other Party.

### **4. Information Governance**

4.1 All capitalized terms in this section 4 shall (if not defined in this Agreement) have the same meaning as in the Data Protection Act 2018.

4.2 For the purposes of this Agreement, both Parties agree that when processing the Personal Data of the Counterpart's customers they are acting in the capacity of independent Data Controllers.

4.3 Each Party agrees and warrants that where it acts in the capacity as Data Controller when processing the Personal Data of the Counterpart's customers, it shall ensure that it complies with the provisions of the Data Protection Legislation.

4.4 Each Party undertakes to comply with the Department of Health's "Information Governance" policies and standards that are applicable to it and in force from time to time.

4.5 Each Party shall ensure that there is a provision in its employment contracts which requires its employees to keep confidential any confidential information that they may come across in the course of their employment. Except as permitted by the NWOS Appliance Terms each Party agrees not to disclose any confidential information that it may come across whilst on the other Party's premises.

4.6 When Counterpart collects any Personal Data from a customer that will be provided to NWOS under this Agreement, it must clearly inform the customer that NWOS acts as a Data Controller in relation to the customer's Personal Data and the Counterpart shall provide such privacy notices to the customer as NWOS shall notify to Counterpart from time to time.

4.7 The Parties each agree to act reasonably and work together to ensure that Personal Data is transmitted between one another in a secure manner.

4.8 Each Party shall implement appropriate technical, physical and organisational security measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access (including remote access), and against all other forms of unlawful processing, including but not limited to unnecessary collection or further processing. These measures shall ensure an adequate level of protection taking into account the risks involved in the processing and the nature of the Personal Data to be secured and the Data Protection Legislation.

4.9 Each Party shall respond promptly and co-operate fully with inquiries of the other Party relating to the processing of the Personal Data of the Counterpart's customers.

4.10 Counterpart shall raise any questions about clause 4 or how NWOS processes Counterpart's employees' or customers' Personal Data by contacting [Privacy@alliance-healthcare.co.uk](mailto:Privacy@alliance-healthcare.co.uk).

### **5. Business Ethics**

5.1 Counterpart acknowledges and agrees that NWOS is committed to eliminating all risk of bribery and corruption in its business. Counterpart agrees that it will not do any act or thing nor omit to do any act or thing for the benefit of, in the name of or on behalf of NWOS that could be construed as an offence under any anti-corruption legislation including (but not limited to) the Bribery Act 2010.

5.2 Both parties are committed to eliminating all risk of slavery and human trafficking in their respective supply chains. Accordingly, Counterpart warrants, represents and undertakes that it shall not do any act which is an offence under any anti-slavery or anti-human trafficking legislation, including without limitation the UK Modern Slavery Act 2015.

### **6. Governing Law**

6.1 This agreement shall be governed by and construed in accordance with English law.

6.2 The English courts shall have exclusive jurisdiction over any disputes arising out of this agreement.

North West Ostomy Supplies, a trading name of OTC Direct Limited (a company registered in England and Wales with registered no. 03118885) has its registered office at 43 Cox Lane, Chessington, Surrey KT9 1SN. VAT registration number 386334767.