**DATED**

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**Service Level Agreement**

**for Community Pharmacist Provision of:**

**Nicotine Replacement Therapy (NRT) Stop Smoking Voucher Dispensing**

between

LIVERPOOL CITY COUNCIL

and

[PHARMACY NAME]

This agreement is dated [DATE]

Parties

(1) LIVERPOOL CITY COUNCIL of Cunard Building, Water Street, L3 1DS (Authority)

(2) [REGISTERED PHARMACY DETAILS] (Pharmacy)

BACKGROUND

1. The Authority invited prospective pharmacies to participate in the provision of Nicotine Replacement Therapy Stop Smoking Voucher Dispensing.
2. The Pharmacy expressed interest in participating in the provision of the Service and is willing and able to provide such services in accordance with the terms of this agreement.
3. Accordingly, the parties have agreed to enter into a contract for the provision of the Services (as defined below) on the terms and conditions of this agreement.

Agreed terms

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this agreement.

* 1. Definitions

**Caldicott Guardian/information governance lead:** an individual with responsibility for the processing and security of health and social care personal data, as per guidance published by virtue of the Health and Social Care (National Data Guardian) Act 2018.

1. Change: any change to this agreement including to any of the Services.
2. Change in Law: any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.
3. Charges: the charges which shall become due and payable by the Authority to the Pharmacy in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 2
4. Commencement Date: 1st April 2024
5. Commercially Sensitive Information: the information listed in Schedule 3 comprising the information of a commercially sensitive nature relating to the pricing of the Services, the Pharmacy's intellectual property rights or the Pharmacy's business operations which the Pharmacy has indicated to the Authority that, if disclosed by the Authority, would cause the Pharmacy significant commercial disadvantage or material financial loss.
6. Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:
   1. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, Pharmacys or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
   2. any information developed by the parties in the course of carrying out this agreement;
   3. any Commercially Sensitive Information.
7. Contract Year: any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.
8. Controller: as defined in the Data Protection Legislation.
9. Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].
10. Data Subject: as defined in the Data Protection Legislation.
11. Domestic law: the law of the United Kingdom or part of the United Kingdom.
12. EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
13. FOIA: the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
14. Force Majeure: any circumstance not within a party's reasonable control including, without limitation:
    1. acts of God, flood, drought, earthquake or other natural disaster;
    2. epidemic or pandemic;
    3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
    4. nuclear, chemical or biological contamination or sonic boom;
    5. any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
    6. collapse of buildings, fire, explosion or accident;
15. but excluding any labour or trade dispute, strikes, industrial action or lockouts relating to the Pharmacy or the Pharmacy Personnel or any other failure in the Pharmacy's or a Sub-Contractor's supply chain.
16. Health and Safety Policy: the health and safety policy of the Authority being one of the Mandatory Policies.
17. General Change in Law: a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.
18. Information: has, for the purposes of clause 24, the meaning given under section 84 of FOIA.
19. Initial Term: means the duration of the agreement starting at 00.01 am on the Commencement Date and ending at 11.59 pm on the day before the FIFTH anniversary of the Commencement Date.
20. Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
21. Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Pharmacy is bound to comply.
22. Personal Data: as defined in the Data Protection Legislation.
23. Processor: as defined in the Data Protection Legislation.
24. Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
25. Services: the services to be delivered by or on behalf of the Pharmacy under this agreement, as more particularly described in Schedule 1.
26. Term: the period of the Initial Term as may be varied by:
    1. any extension pursuant to clause 2.2; or
    2. the earlier termination of this agreement in accordance with its terms.
27. UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
28. Working Day: Monday to Friday, excluding any public holidays in England and Wales.
29. Working Hours: the period from 9.00am to 5.00pm on any Working Day.
    1. Clause, schedule and paragraph headings shall not affect the interpretation of this
    2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
    3. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
    4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
    5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
    6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
    7. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
    8. A reference to **writing** or **written** excludes e-mail.
    9. A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.
    10. References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
    11. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
    12. If there is any conflict or ambiguity between any of the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
        1. the clauses of the agreement;

* + 1. Schedule 1 to this agreement;
    2. the remaining schedules to this agreement

Commencement and duration

1. Commencement and duration
   1. This agreement shall take effect on the Commencement Date and shall continue for a period of five years (the Term).
   2. This agreement shall be subject to annual review by the Authority of the standard of the Services provided by the Pharmacy in accordance with section 5 of Schedule 1 (Specification). Should the Pharmacy not meet the required standard of the Services, the Authority shall have the right to terminate the agreement early in accordance with clause 16.3.
   3. The Authority may, by giving the Pharmacy not less than three months' written notice prior to expiry of the Initial Term, request the extension of this agreement in respect of the whole (or part) of the Services and on the same terms mutatis mutandis, for a period of up to two years from the day following expiry of the Initial Term.
2. Due diligence and Pharmacy's warranty
   1. The Pharmacy acknowledges and confirms that:
      1. the Authority has delivered or made available to the Pharmacy all of the information and documents that the Pharmacy considers necessary or relevant for the performance of its obligations under this agreement;
      2. it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to clause 3.1(a);
      3. it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Authority Premises); and
      4. it has entered into this agreement in reliance on its own due diligence.
   2. No representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Pharmacy by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

The services

1. Supply of services
   1. The Pharmacy shall provide the Services to the Authority with effect from the Commencement Date for the duration of the Term in accordance with the provisions of this agreement, including without limitation Schedule 1.
   2. In providing the Services, the Pharmacy shall at all times:
      1. provide the Services with reasonable care and skill;
      2. allocate sufficient resources to provide the Services in accordance with the terms of this agreement;
      3. provide such reasonable co-operation and information in relation to the Services to the Authority as the Authority may reasonably require.
2. Compliance and change in laws
   1. In performing its obligations under this agreement, the Pharmacy shall at all times comply with all applicable Law;
   2. Without limiting the general obligation set out in clause 5.1, the Pharmacy shall:
      1. perform its obligations under this agreement (including those in relation to the Services) in accordance with:
         1. all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
         2. all applicable Law regarding health and safety
      2. take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.
   3. The Pharmacy shall neither be relieved of its obligations to supply the Services in accordance with the terms of this agreement nor be entitled to an increase in the Charges as the result of a General Change in Law.
3. Charges, invoicing and payment
   1. The Authority shall pay the Charges to the Pharmacy in accordance with Schedule 2.
4. Caldicott/information Governance Lead
   1. Where for the purposes of delivering the Service it is necessary for the Pharmacy to hold patient identifiable information (i.e. that is subject to NHS Rules on protection and disclosure under the supervision of a named “Caldicott Guardian”/information governance lead on behalf of the partners), it shall not disclose such information without the prior consent in writing of the Caldicott Guardian/information governance lead of the organisation from which the patient identifiable information has originated. It may then disclose patient identifiable information for proper purposes under procedures supervised by the Caldicott Guardian/information governance lead of the host organisation.
   2. This consent may be given in general or specific terms but cannot authorise any greater degree of disclosure than would be permitted under the Caldicott/information governance arrangements of either party.

Liability

1. Indemnities
   1. The Pharmacy shall indemnify and keep indemnified the Authority against all liabilities, costs, expenses, damages and losses incurred by the Authority arising out of or in connection with:
      1. the Pharmacy's breach or negligent performance or non-performance of this agreement;
      2. any claim made against the Authority arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Pharmacy or Pharmacy Personnel;
      3. the enforcement of this agreement.
2. Limitation of liability
   1. The Pharmacy has obtained insurance cover in respect of certain aspects of its own legal liability for individual claims not exceeding £2 million per claim. The limits and exclusions in this clause reflect the insurance cover the Pharmacy has been able to arrange and the Authority is responsible for making its own arrangements for the insurance of any excess liability.
   2. References to liability in this clause 9 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
   3. Nothing in this cluse 9 shall limit the Authority's payment obligations under this agreement.
   4. Nothing in this agreement limits any liability which cannot legally be limited, including for:
      1. death or personal injury caused by negligence;
      2. fraud or fraudulent misrepresentation; and
      3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
3. Insurance
   1. The Pharmacy shall at its own cost effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this agreement providing as a minimum the following levels of cover:
      1. public liability insurance with a limit of indemnity of at least £2 million in relation to any one claim or series of claims;
      2. professional indemnity insurance with a limit of indemnity of not less than £2 million in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

(the Required Insurances). The cover shall be in respect of all risks which may be incurred by the Pharmacy, arising out of the Pharmacy's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Pharmacy.

* 1. The Pharmacy shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
  2. If, for whatever reason, the Pharmacy fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Pharmacy.
  3. The terms of any insurance or the amount of cover shall not relieve the Pharmacy of any liabilities under the agreement.

Information

1. Freedom of information
   1. The Pharmacy acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Pharmacy shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
      2. transfer to the Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
      3. provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
      4. not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
   2. The Pharmacy acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Pharmacy. The Authority shall take reasonable steps to notify the Pharmacy of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.
   3. Notwithstanding any other term of this agreement, the Pharmacy consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that the Authority considers is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
   4. The Authority shall, prior to publication, consult with the Pharmacy on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion. The Pharmacy shall assist and co-operate with the Authority to enable the Authority to publish this agreement.
2. Data Protection
   1. The Pharmacy shall, in relation to any Personal Data processed in connection with the performance by the Pharmacy of its obligations under this agreement:
3. process that Personal Data only on the documented written instructions of the Authority which are set out in Schedule 3, unless the Pharmacy is required by Domestic Law to otherwise process that Personal Data. Where the Pharmacy is relying on Domestic Law as the basis for processing Personal Data, the Pharmacy shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Pharmacy from so notifying the patient;
4. ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
5. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
6. not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
7. the Authority or the Pharmacy has provided appropriate safeguards in relation to the transfer;
8. the Data Subject has enforceable rights and effective remedies;
9. the Pharmacy complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
10. the Pharmacy complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
11. notify the Authority immediately if it receives:
12. a request from a Data Subject to have access to that person’s Personal Data;
13. a request to rectify, block or erase any Personal Data;
14. receives any other request, complaint or communication relating to either Party’s obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
15. assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
16. notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
17. at the written direction of the Authority, delete or return Personal Data and copies thereof to the patient on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;
18. maintain complete and accurate records and information to demonstrate its compliance with this clause 12.
    1. Where the Pharmacy wishes to appoint a sub processor to process any Personal Data relating to this agreement, such sub processor shall constitute a Sub-Contractor and the Pharmacy shall:

(a) notify the Authority in writing of the intended processing by the Sub-Contractor;

(b) obtain prior written consent from the Authority, and;

(c) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 12.

* 1. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
  2. The details of the processing activities in connection with this agreement shall be set out in Schedule 3 (if applicable).

1. Confidentiality
   1. The provisions of this clause do not apply to any Confidential information which:
      1. is or becomes available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this clause);
      2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
      3. was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
      4. the parties agree in writing is not confidential or may be disclosed;
      5. which is disclosed by the Authority on a confidential basis to any central government or regulatory body.
   2. Each party shall keep the other party's Confidential Information secret and confidential and shall not:
      1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or
      2. disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this clause 13
   3. A party may disclose the other party's Confidential information to those of its representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
      1. it informs such representatives of the confidential nature of the Confidential Information before disclosure; and
      2. it procures that its representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
      3. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 13.2.
   4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA or EIRs), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
   5. The provisions of this clause 13 shall survive for a period of five years from the Termination Date.
2. Audit
   1. During the Term and for a period of five years after the Termination Date, the Pharmacy shall allow the Authority (acting by itself or through its representatives) to access any of the Pharmacy's premises, systems and relevant records as may reasonably be required to:
      1. fulfil any legally enforceable request by any regulatory body;
      2. verify the accuracy of Charges or identify suspected fraud;
      3. review the integrity, confidentiality and security of any data relating to the Authority or any service users;
      4. review the Pharmacy's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 12 (Data Protection) and clause 11 (Freedom of Information), and any other legislation applicable to the Services; or
      5. verify that the Services are being provided and all obligations of the Pharmacy are being performed in accordance with this agreement.
   2. Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Pharmacy has not complied with its obligations under this agreement, the Authority may not conduct an audit under this clause 14 more than twice in any calendar year.
   3. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Pharmacy or delay the provision of the Services.
   4. Subject to the Authority's obligations of confidentiality, the Pharmacy shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
      1. all information requested by the above persons within the permitted scope of the audit; and
      2. reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services.
   5. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
   6. The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure by the Pharmacy to perform its obligations under this agreement in any material manner in which case the Pharmacy shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
   7. If an audit identifies that:
      1. the Pharmacy has failed to perform its obligations under this agreement, the provisions of clause 14 shall apply;
      2. the Authority has overpaid any Charges, the Pharmacy shall pay to the Authority the amount overpaid within 20 days from the date of receipt of an invoice or notice to do so. The Authority may deduct the relevant amount from the Charges if the Pharmacy fails to make this payment; and
      3. the Authority has underpaid any Charges, the Authority shall pay to the Pharmacy the amount of the underpayment within 30 days from the date of receipt of an invoice for such amount.
3. Intellectual property
   1. In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Pharmacy:
      1. in the course of performing the Services; or
      2. exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

* 1. The Pharmacy shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

Termination

1. Termination
   1. Without affecting any other right or remedy available to it, the Authority may terminate this agreement at any time by giving three months' written notice to the Pharmacy.
   2. Either party may, during the continuance of a Force Majeure Event, terminate this agreement if the circumstances in clause 19 arise.
   3. In the event that the Pharmacy fails to meet the required Service Standards as outlined in Schedule 1 of this agreement, the Authority shall provide written notice specifying such deficiencies. Upon receipt of the written notice, the Pharmacy shall have three months from the date of the written notice to implement corrective measures and achieve compliance with the required standards. Should the Pharmacy fail to meet the required standards within this timeframe, the Authority reserves the right to terminate this agreement or pursue other remedies as permitted under applicable Law.
2. Withdrawal Notice

Without affecting any other right or remedy available to it, the Pharmacy may withdraw its participation in this agreement at any time by giving at least three months' written notice to the Authority.

1. Decommissioning
   1. In order to ensure service users receive a consistent service, if a pharmacy is not able to offer the service for over 80% of their contractual hours this should be reported to the Public Health Commissioning Team at Liverpool City Council via the Pharmacy Mailbox pharmacy@liverpool.gov.uk Consistent non-provision of a service may result in removal of the service.
2. Force majeure
   1. Subject to the remaining provisions of this clause 19 , if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected **Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
   2. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
   3. The Affected Party shall:
      1. as soon as reasonably practicable after the start of the Force Majeure Event but not later than seven days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
      2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
   4. If the Pharmacy is the Affected Party, it shall not be entitled to claim relief to the extent that the consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services.
   5. The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
   6. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving four weeks' notice to the Affected Party.
3. Consequences of termination or expiry
   1. On the expiry of the Term or if this agreement is terminated for any reason, the Pharmacy shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Pharmacy.
   2. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including: Insurance, Freedom of Information, Data Processing, Confidentiality, Audit) and Consequences of termination, shall remain in full force and effect.
   3. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

General provisions

1. Waiver
   1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
   2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
2. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

1. Severance
   1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
   2. If any provision or part-provision of this agreement is deemed deleted under clause 38.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. No partnership or agency
   1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
3. Third party rights
   1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
4. Assignment and other dealings
   1. The Authority may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives prior written notice of such dealing to the Pharmacy.
   2. The Pharmacy shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).
5. Notices
   1. Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
      1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
   2. Any notice shall be deemed to have been received:
      1. If delivered by hand, at the time the notice is left at the proper address;
      2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting;
   3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
6. Entire agreement
   1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party acknowledges that in entering into this agreement it does not rely on , and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
   3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.
7. Variation

Subject to clause 18, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

1. Counterparts
   1. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this agreement, but all the counterparts shall together constitute the one agreement.
   2. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.
2. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

|  |  |  |
| --- | --- | --- |
| Signed by [……………………………..] for and on behalf of **LIVERPOOL CITY COUNCIL** |  | ....................  Director |
|  |
|  | | |
| Signed by [……………………………..] for and on behalf of [………………….] |  | ....................  Director |
|  |
|  | | |

1. NICOTINE REPLACEMENT THERAPY (NRT) STOP SMOKING VOUCHER DISPENSING

**1. Service description**

1.1 The pharmacy will help facilitate supply of appropriate and specified nicotine replacement therapy and aids.

**2 Aims and intended service outcomes**

2.1 To improve access to and increase choice of stop smoking support options, including access to pharmacological and non-pharmacological stop smoking aids.

2.2 Advise service users how to correctly use pharmacological and non-pharmacological stop smoking aids and in doing so support a reduction in smoking related illnesses and deaths by helping people to give up smoking.

**3 Service outline**

3.1 Service users are deemed eligible if aged over 16 and either:

• are resident in Liverpool OR

• work within Liverpool

3.2 Stop Smoking vouchers from the Liverpool Stop Smoking Service (Smokefree Liverpool) only may be dispensed by Liverpool pharmacies under this SLA (agreement for payment from neighbouring local authorities should be sought before dispensing vouchers from other local authorities).

3.3 The part of the pharmacy used for provision of the service must provide a sufficient level of privacy.

3.4 The pharmacy will make Smokefree Liverpool details available to service users.

3.5 The pharmacy shall maintain appropriate records to ensure effective ongoing service delivery and audit. Service user details are recorded within the PharmOutcomes system in a timely manner.

3.6 Pharmacists may only share relevant information with other health care professionals and agencies, in line with appropriate confidentiality principles.

**4 Liverpool City Council Responsibilities**

4.1 Liverpool City Council will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment.

4.2 Liverpool City Council will provide details of relevant referral points which pharmacy staff may use to signpost service users who require further assistance. The current contact details are Smokefree Liverpool Telephone: 0151 374 2535 Text QUIT1 to 61825 Website: [www.smokefreeliverpool.co.uk](http://www.smokefreeliverpool.co.uk).

**5 Service Standards**

5.1 Pharmacies will offer a user-friendly, non-judgmental, patient-centred and confidential service.

5.2 The part of the pharmacy used for provision of the service will provide a sufficient level of privacy and safety.

5.3 The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.

5.4 The pharmacy must endeavour to demonstrate that pharmacists and staff involved in the provision of the service have undertaken Continuing Professional Development relevant to this service.

5.5 Each participating contractor must have in place and follow a comprehensive confidentiality policy and comply with Caldicott/information governance guidelines.

5.6 The pharmacy has appropriate health promotion material (i.e. benefits of quitting smoking) available for the user group and promote its uptake.

5.7 The pharmacy reviews its standard operating procedures every 2 years but ensure staff members are trained in processes and procedures relating to the receipt and reimbursement of the NTR electronic vouchers on an annual basis.

5.8 The pharmacy will participate in any annual Liverpool City Council organised audit of service.

5.9 The pharmacy will co-operate with any relevant and Liverpool City Council agreed assessment of service user experience.

1. Charges

Payment is subject to meeting the requirements of the service. The pharmacy will check whether the patient pays for prescriptions. Where a patient pays for prescriptions, a single prescription charge will be taken irrespective of the number of formulations of NRT requested on the voucher. This will be marked on PharmOutcomes, and a prescription charge will be deducted from the amount payable by Liverpool City Council

The majority of patients do not pay for their prescriptions and will be issued with a unique voucher by Smokefree Liverpool. The contractor will be paid £2.50 for the supply of items issued against each voucher. The cost of reimbursement of NRT items will be based on the NHS Drug Tariff. Reimbursement of NRT items will include reduced rate VAT.

The Authority shall pay any valid invoice submitted by the Pharmacy within sixty (60) days of the date of the invoice, subject to the Pharmacy meeting the requirements of the service. Invoices will be submitted to Liverpool City Council via PharmOutcomes a month in arrears.

There will be a review of the payment with officers of the Liverpool Local Pharmaceutical Committee (LPC) after 24 months of this agreement in March 2026. The contractors will be notified of any agreed amendments.

Claims for reimbursement of the vouchers must be made using PharmOutcomes. Information is to be entered in a timely manner on to PharmOutcomes to record the items of issue against each voucher. The cost of the items dispensed will be reimbursed together with the voucher dispensing fee.

Information is to be entered on to PharmOutcomes by the 10th of the month following the transaction. This will enable PharmOutcomes to produce an “automated pharmacy invoice” and generate a payment file to Liverpool City Council for payment.

**Changes in Service Provision**

If the requirements of the service change, then after consultation with the Liverpool LPC, the contractor will be notified and asked to support the new initiative.

1. Data processing

Subject matter of the processing

Personal data is used to enable referral from the Liverpool Stop Smoking Service to the service user’s chosen Liverpool pharmacy. The information shared and processed is minimised to that which is essential to meet prescribed requirements for referral and dispensing.

Duration of the processing

Service user details are to be recorded within the PharmOutcomes system in a timely manner, to be available to Liverpool City Council at the end of each calendar month.

Nature and purposes of the processing

Receipt of referral information from Smokefree Liverpool to be used for the dispensing of NRT.

Pseudonymised service user details are recorded and securely held within the PharmOutcomes system. Data from PharmOutcomes is used to report anonymised and aggregated level activity information to Department of Health and Social Care.

This system is access controlled and only relevant officers have access to them.

Type of Personal Data

NRT Supply Registration:

* Name
* Date of birth and age
* Gender
* Full address including post code
* Contact details
* NRT product requirements

Categories of Data Subject

Smokefree Liverpool service users.

Retention Period

In line with NHS England’s Records Management Code of Practice.

Plan for return and destruction of the data once processing is complete

On expiry or termination of the contract, the pharmacy’s access to data stored in PharmOutcomes will be removed. Data will be retained and accessible by the data controller (Liverpool City Council) in line with the retention period.

Further information

Liverpool City Council is registered as a Data Controller with the Information Commissioner’s Office (Registration number - Z7624756). Further details can be found on the Information Commissioner’s Office website [*https://ico.org.uk*](https://ico.org.uk)

Lawful Basis

Liverpool Stop Smoking Service (Smokefree Liverpool) will refer patients to the Liverpool Pharmacy of their choice for NRT by the issuing of stop smoking vouchers. They work on the understanding that patients have discussed the referral with a healthcare professional at Smokefree Liverpool and that patient consent has been obtained under Article 6(a) of the UK GDPR.

NRT may only be dispensed by Liverpool Pharmacies under this SLA.