



**Cheshire West and Chester
Pharmacy Needle & Syringe
Programme
Service Level Agreement**

1st January 2020 to 31st March 2024

Service Level Agreement for the provision of a Needle & Syringe Programme Service

AN AGREEMENT BETWEEN WDP, 18 Dartmouth Street, London, SW1H 9BL (hereinafter referred to as 'Company') and the person, firm or company shown in Schedule A (hereinafter referred to as 'Contractor')

WHEREAS:

- (i) Company has asked Contractor to provide certain services ('the Services') as described in Schedule A to this Agreement.
- (ii) 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.

IT IS AGREED AS FOLLOWS:

1. Appointment and Term

- 1.1. Company hereby engages Contractor to carry out the Services and Contractor hereby agrees to provide the Services on the following conditions. Any terms and conditions stipulated by or referred to by Contractor are expressly excluded from this Agreement unless specifically included in this Agreement.
- 1.2. Contractor's appointment shall commence from 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.
- 1.3. Subject to clause 1.4, Contractor will ensure the Services are delivered by Pharmacists with the relevant Centre for Pharmacy Postgraduate Education (CPPE) in place and according to the General Pharmaceutical Council (GPhC) standards.
- 1.4. If for any reason the Pharmacist is no longer available, the Contractor will replace him/her immediately by another person or persons of equal competence chosen by the Contractor. The Company reserves the right to terminate this Agreement without notice if Contractor is unable to provide a suitable replacement (person of equal competence).
- 1.5. Where 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 Company.
- 1.6. It is agreed that, for the purposes of carrying out the Services under this Agreement, Contractor is an independent contractor who shall not hold itself out as or purport to

be an employee of Company. Nothing in this agreement shall be deemed to imply that the relationship between Company and Contractor under this agreement is that of master and servant, principal and agent or employer and employee.

- 1.7. If either party shall be prevented from carrying out its obligations under this Agreement due to causes beyond its reasonable control including, without prejudice to the generality of the foregoing, strikes, lock-outs, labour disputes, 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:
 - 1.7.1. subject to 1.7.2 and 1.7.3, 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;
 - 1.7.2. 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;
 - 1.7.3. In the event that the cause continues for more than one month either party may terminate this Agreement immediately and with one month's 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 Company is the Chief Pharmacist.

2. Scope of Appointment

- 2.1. During the continuance of this Agreement Contractor shall provide the Services with due care and skill and to the best of Contractor's ability.
- 2.2. Contractor undertakes that appropriate time will be spent (if appropriate at Company) (including the preparation of any documentation) to ensure completion of the Services within any set deadlines.
- 2.3. The Services shall conform with the particulars (if any) set out in Schedule B, (or in any relevant correspondence – agreed between the parties). 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. Contractor should exercise and carry out such functions and observe all such directions as Company may lawfully direct, give or impose upon Contractor within the scope of the services as set in this Service Level Agreement.
- 2.4. Liaison relating to technical and/or operational matters in respect of the Services shall be dealt with by the parties' respective representatives.

- 2.5. Liaison relating to commercial and/or contractual matters shall be dealt with on behalf of Company by the company's Chief Pharmacist who is the only person empowered to amend any of the terms of this Agreement on behalf of Company with Contractor.

3. Assignment and Confidentiality

- 3.1. Except as provided in this Agreement, Contractor shall not delegate assign or sub-contract the performance of the Services or any duties or obligations arising under this Agreement.
- 3.2. Contractor shall not assign the benefit of this Agreement without the prior written approval of the Company.
- 3.3. Contractor shall not either during or after the termination of this Agreement without limit in point of time divulge or communicate to any person or persons except to those members of Company whose province it is to know the same any secret or confidential or other information which Contractor may receive or obtain in relation to the affairs of Company or the working of any process or invention which is carried on or used by Company or which Contractor may make or discover during this Agreement and shall not for Contractor's own purposes nor for any purposes other than those of Company use or disclose any information or knowledge of a confidential nature which Contractor may from time to time acquire in relation to Company. Contractor shall ensure that its employees or agents also observe the provisions of this clause.

4. Termination

- 4.1. This Agreement may be terminated by Company and the Contractor with either party giving not less than three months' written notice at any time after the commencement date. Company reserves the right to require Contractor to perform the Services during any period of notice.
- 4.2. This Agreement shall be subject to termination by Company by summary notice in writing in the circumstances set out in clauses 4.2.2, 4.2.3, or if contractor shall have: -
- 4.2.1. committed any serious breach or repeated or continued (after reasonable warnings) any material breach of its obligations hereunder including failing to supply the Services on time and failing to supply the Services to the quality or standard required; or
 - 4.2.2. been guilty of conduct tending to bring itself or the Company into disrepute; or
 - 4.2.3. failed to discharge its duties hereunder efficiently or diligently.
- 4.3. On the termination of this Agreement howsoever arising Contractor shall forthwith deliver to Company all books, documents, papers and other property of or relating to the business of Company which may then be in Contractor's possession or under its control. Due to the General Pharmaceutical Council (GPhC) regulatory requirements contractors can keep copies of any documents according to the General Data Protection Regulation (GDPR) standards but must return the originals to the company.

- 4.4. Termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination.
- 4.5. Contractor shall be responsible for all losses incurred by Company as a result of Contractor's breach of the terms of this Agreement including losses incurred by Company in replacing Contractor.
- 4.6. Any notice sent by first class post to the address set out in Schedule A party shall be deemed to have been received two days from the date of posting.
- 4.7. No forbearance or indulgence by Company in enforcing any condition of this Agreement shall prejudice or restrict 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.

5. Indemnity and Insurance

- 5.1. 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 a breach of this agreement by Contractor (including employee's or agents of Contractor) including:
 - 5.1.1. any act, neglect or default in the performance of the Services;
 - 5.1.2. breaches in respect of any matter arising from the provision of the Services resulting in a successful claim from any third party.
 - 5.1.3. any Court action against Company for infringement of any copyright or intellectual property used by Contractor, or by Company in accordance with Contractor's instructions or with Contractor's consent.
- 5.2. Contractor agrees to maintain at its own cost a comprehensive policy of insurance to cover:
 - 5.2.1. public 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;
 - 5.2.2. 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;
 - 5.2.3. professional indemnity 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 and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.

6. Payment Terms

- 6.1. In consideration of the provision of the Services Company shall pay to Contractor such amounts, and in accordance with the procedures, as are set out under Remuneration Section on Page 14 of this document.
- 6.2. The amounts set out in the Remuneration Section are on a fixed price basis and no modifications or variations to those amounts will be allowed for the agreed term of the contract.

- 6.3. The PharmOutcomes system will generate an invoice which will be sent directly to the Company via PharmOutcomes. The Company will pay in full correct invoices within thirty (30) days of the date of receiving the invoice from Contractor.

7. Taxes

- 7.1. 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 Contractor hereunder (together referred to as “the Taxes”) shall be exclusively borne by Contractor.
- 7.2. 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.

8. Law

- 8.1. 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 jurisdiction of the English Courts.

9. Confidential Information

- 9.1 Each of the Parties agrees that it shall keep any information designated as confidential or which is otherwise clearly confidential in nature (“**Confidential Information**”) received by it from the other before or during the term of this Agreement and which relates to the business, assets, affairs, financial results, plans, customers and suppliers of the other Party or its Affiliates or of any third party strictly confidential and that it shall not use any such Confidential Information for its own benefit (save as is necessary in order to perform its obligations and/or exercise its rights under this Agreement) or disclose any such Confidential Information to any third party and that it shall ensure that no third party shall have access to it. Notwithstanding the foregoing, the Parties shall be entitled to disclose the Confidential Information to its employees, or to the employees of its Affiliates, to the extent that those employees have a genuine need to know the same to enable the Parties to perform their obligations or exercise their rights under this Agreement and who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorised disclosure or use on terms at least as stringent as those contained herein. The recipient shall be liable for acts by any of its Affiliates in violation of this Agreement as if they were actions or omissions of that Party.
- 9.2 The restrictions in clause 9.1 shall not apply to any Confidential Information which: -
- 9.2.1 the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;

- 9.2.2 is in the public domain at the time of disclosure of the Confidential Information to the recipient or which subsequently comes into the public domain through no fault of the recipient;
- 9.2.3 is subsequently disclosed to the recipient (other than subject to conditions of confidentiality and without any restriction on disclosure) by a third party which is itself not subject to any restriction on disclosure imposed by the disclosing party hereunder; or
- 9.2.4 is required to be disclosed as a matter of law or by the rules of a recognised stock exchange provided the recipient notifies the disclosing party, if legally permissible, as soon as possible following any relevant demand or request for disclosure.

10. Data Protection

- 10.1. Each of the parties will comply with current Data Protection Legislation. Please refer to Appendix 1.

SCHEDULE A

Contractor Agreement Contact:

Name:	
Address of Head Office:	
Name of Main contact for Contractor	
Telephone number:	
Email address:	

Company Agreement Contact:

Name:	WDP
Address:	18 Dartmouth Street, London, SW1H 9BL
Name of individual to provide services:	Marylyn Nathan-Wilson
Telephone number:	07918 626 674
Email address:	marylyn.nathan-wilson@wdp.org.uk

Company Agreement Contact:

Name:	WDP Finance Department
Address:	18 Dartmouth Street, London, SW1H 9BL
Telephone number:	020 7421 3106
Email address:	finance@wdp.org.uk

SCHEDULE B

Services:

The contractor shall provide a range of contracted services in accordance with the General Pharmaceutical Council (GPhC) standards.

1. Introduction

- 1.1. This agreement shall serve as the formal contract between the WDP Cheshire West and Chester Service and the pharmacist detailed for the provision of the Needle & Syringe Programme (NSP) Service.
- 1.2. The terms and conditions as set out in this agreement shall exist between the WDP Cheshire West and Chester Service and the following contractor:

PLEASE PRINT
Contractor name:
Company name:
Address:
Email address:
Telephone number(s):
Fax number(s):
DATES FOR PROVISION OF SERVICES
Start date: 1 st January 2020
End date: 31 st March 2024

2. Aims

- 2.1. The Community Pharmacy Needle & Syringe Programme Scheme is an integral and complementary part of the WDP Cheshire West and Chester Service's strategy for substance misuse.
- 2.2. To assist the service user to remain healthy until they are ready and willing to cease injecting and ultimately achieve a drug-free life with appropriate support.
- 2.3. To protect health and reduce the rate of blood-borne infections and drug-related deaths among service users:
 - 2.3.1. by reducing the rate of sharing and other high-risk injecting behaviours;
 - 2.3.2. by providing sterile injecting equipment and sharps containers for return of used equipment;
 - 2.3.3. by promoting safer injecting practices; and
 - 2.3.4. by providing and reinforcing harm reduction messages, including safe sex advice and advice on overdose prevention (e.g. risks of poly-drug and alcohol use).
- 2.4. To improve the health of local communities by preventing the spread of blood-borne infections by ensuring the safe disposal of used injecting equipment
- 2.5. To help service users access treatment by offering referral to specialist drug and alcohol treatment centres and health and social care professionals where appropriate.
- 2.6. To maximise the access and retention of all injectors, especially the highly-socially excluded.
- 2.7. To help service users access other health and social care support and to act as a gateway to other services (e.g. key working, prescribing, Hepatitis B immunisation, Hepatitis and HIV screening, primary care services, etc.)

3. Service outline

- 3.1. The pharmacist is expected to operate the scheme in accordance with the Code of the Ethics and Professional Standards as laid down by the General Pharmaceutical Council (GPhC).
- 3.2. The service may be accessed by any drug user who presents at a participating pharmacy.
- 3.3. On presentation at the pharmacy a service user is supplied with a ready-prepared pack containing injecting equipment, a small sharps bin for disposing of used equipment and information on:
 - 3.3.1. Harm reduction
 - 3.3.2. How to safely dispose of used equipment
 - 3.3.3. Hepatitis A, B and C infections and HIV
 - 3.3.4. The treatment system and referral pathways

- 3.4. On first presentation a service user is normally supplied with one ready-prepared pack but on future presentations this may be increased at the discretion of the pharmacist. Those presenting from out-of-borough will be supplied with only one pack and directed to the pharmacies participating in the NSP in their borough of residence.
- 3.5. The service is anonymous; however, pharmacy staff are encouraged to collect information such as date of birth, initials, gender and postcode for service improvement and activity reporting purposes. Service users refusing to provide their details must not be excluded from the service but should be explained the purpose of collecting such information.

4. Additional scheme requirements

- 4.1. The part of the pharmacy used for provision of the service needs to afford sufficient levels of privacy and safety to service users.
- 4.2. The pharmacist entering into the service level agreement will ensure that the equipment and facilities necessary for the provision of the service are available in the pharmacy. This includes adequate stocks to meet the anticipated demand. Packs should be stored in such a way to be inaccessible to customers. The pharmacy will allocate a safe place to store equipment and returns for safe onward disposal. Storage conditions must be appropriate to the storage of sterile medical equipment.
- 4.3. The pharmacy contractor has its own Standard Operating Procedure (SOP) in place for this service. In addition, the contractor also has a duty to ensure that pharmacists and staff involved in the provision of the service have read and understand the Standard Operating Procedure for that service.
- 4.4. The pharmacy contractor should ensure that their staff are made aware of the risks associated with the handling of returned used equipment and that the correct procedures are used to minimise those risks. A needle stick injury procedure should be in place. Safe handling arrangements are to be in place for dealing with the returned used equipment. It is important that sharp bins are assembled correctly as per the manufacturer instructions. The sharps bin should not be accessible to customers and if at all possible should not be stored in the dispensary.
- 4.5. Appropriate protective equipment, including gloves, overalls and materials to deal with spillages, should be readily available close to the storage site.
- 4.6. The pharmacy should maintain appropriate records to ensure effective ongoing service delivery and audit.
- 4.7. The pharmacy should **clearly** display the national scheme logo or a local logo indicating participation in the service.
- 4.8. WDP Cheshire West and Chester Service encourages pharmacists and staff involved in the delivery of this service to have relevant immunisations; including Hepatitis B. WDP

Cheshire West and Chester expects the individual pharmacy to take the responsibility for their own staff health and safety requirements. Staff can approach their own GP to avail of Hepatitis, vaccinations and boosters. Most GPs will not charge for vaccinations if the staff member can clearly prove that they work in a risk environment.

- 4.9. With the exception of Bank Holidays, the service will normally operate Monday to Saturday inclusive. Adjustments to the service will be made to cover those pharmacies not open on Saturdays.
- 4.10. All transactions involving the Needle & Syringe Programme must be conducted under the supervision of a pharmacist.
- 4.11. Pharmacy staff must ensure that service users place their used returned equipment in the sharps bin. Pharmacy staff must not handle used equipment. Unused kits returned by service users must be disposed of in the sharp bin; they must not be re-issued since their integrity cannot be guaranteed.
- 4.12. All members of staff must exercise, and be contractually obliged to exercise, strict confidentiality in all matters relating to the Needle & Syringe Programme.
- 4.13. All pharmacists participating in the scheme must make arrangements to ensure that they have indemnity insurance covering the provision of the service.
- 4.14. A representative from all pharmacies participating in the scheme must attend a yearly training session held with WDP Cheshire West and Chester Service.

5. Access, referral and discharge plans

- 5.1. The service is accessed by self-referral. Service users are not normally discharged from the service. Should a service user be discharged, they must be provided with information on other locations where they can access the service.
- 5.2. The pharmacist may refuse to supply service users who become abusive and disruptive. The Needle Exchange Champions and WDP Cheshire West and Chester Service must be kept informed of any problems with a particular service user or group. However, due to the anonymity of the service it may be difficult to implement an outright ban.
- 5.3. The community pharmacists are supplied with information on specialist services and referral pathways from WDP Cheshire West and Chester Service.

6. Record Keeping

- 6.1. All pharmacies on the Needle & Syringe Programme are required to use PharmOutcomes, a secure web-based record-keeping and audit system. System log-ins and activation details are provided to each pharmacy by WDP Cheshire West and Chester Service.

- 6.2. The pharmacist is required to register all service users on PharmOutcomes before details of exchanges can be entered on the system. Service users only need to be registered once.
- 6.3. The service user information that needs to be entered at the point of registration is:
 - 6.3.1. Service user unique ID
 - 6.3.2. Service user date of birth
 - 6.3.3. Gender
 - 6.3.4. Ethnicity
 - 6.3.5. Postcode (or postal outcode)
 - 6.3.6. Dates that the service user first and last injected on (if known)
 - 6.3.7. Service user's source of needles and paraphernalia
 - 6.3.8. Confirmation of if the service user has ever shared needles
 - 6.3.9. The primary drug use of service user
 - 6.3.10. The Hepatitis B vaccination status of service user.
- 6.4. The information to be included when recording an exchange is:
 - 6.4.1. The date of the exchange
 - 6.4.2. Service user initials
 - 6.4.3. Service user date of birth
 - 6.4.4. Whether the service user is a Cheshire West and Chester resident (yes/no)
 - 6.4.5. Whether the service user is in treatment (yes/no)
 - 6.4.6. The number of packs supplied (1ml, 2ml, Steroid, Chemsex) and if any sharps are returned
 - 6.4.7. Problem substances used by service user
 - 6.4.8. Confirmation that interventions and/or advice were given to service user by pharmacist.
- 6.5. Once all the information is completed accurately and reflects the exchange, the data entry is saved, and the claim is recorded.
- 6.6. Once pharmacists have saved data on the system they do not need to return any paperwork to process claims as this is an automated process.
- 6.7. All service user identifiable data remains visible at the pharmacy-side of the system only and will not appear in any WDP Cheshire West and Chester Service audit.
- 6.8. All claims should be recorded within 24 hours of supply. The grace period for claims is three months and any claims recorded past this point will not be honoured.
- 6.9. Needle exchange consumables can only be ordered if needle exchange claim information is logged by the pharmacy on PharmOutcomes.

7. Training and accreditation

- 7.1. Pharmacists participating in this scheme will be required to attend a mandatory annual training session. It is desirable that key members of pharmacy staff are also appropriately trained. It is the pharmacist's responsibility to recommend and put forward relevant staff member(s) for training.

- 7.2. Mandatory training is provided by WDP Cheshire West and Chester for all community pharmacy staff involved in the provision of the service. This training informs on good practice, health and safety and other issues deemed appropriate.
- 7.3. All community pharmacists providing the service should complete an appropriate distance learning pack from the Centre for Pharmacy Postgraduate Education (CPPE).
- 7.4. Pharmacists providing this service will be expected to participate in appropriate Continuing Professional Development in compliance with the criteria set out by the General Pharmaceutical Council (GPhC).

8. Terms of contract

- 8.1. The duration of this contract and service level agreement will be for the period beginning from **1st January 2020 to 31st March 2024**. Contracts will be reviewed on a quarterly basis.
- 8.2. All communication messages shared with the pharmacy via PharmOutcomes system must be actioned within 72 hours of receiving them.
- 8.3. In the event of termination of the service the party terminating the service will ensure a minimum of 90 days' notice of termination of the scheme is provided to service users receiving the service.
- 8.4. The WDP Cheshire West and Chester Service may terminate this agreement by giving notice in writing to the pharmacist at any time in the event of any of the following:
 - 8.4.1. The pharmacist ceasing to, or threatening without good reason to cease to, carry out all or part of the agreed obligations and responsibilities as constituted at the start of this contract
 - 8.4.2. The pharmacist being in breach of contract
 - 8.4.3. Any other unforeseeable events that deem the scheme inoperable
- 8.5. The pharmacist may terminate this agreement by giving notice in writing to the Service Manager at the WDP Cheshire West and Chester Service.
- 8.6. Termination of this agreement by either party, whether by expiry or early determination, shall not affect any monies owed up to the date of termination provided that the terms and conditions of the scheme have been met and that the scheme forms have been completed and returned.

9. Disputes

- 9.1. In the event of a dispute regarding the provision of this service, the matter will be referred to the WDP Service Manager and then to the WDP Operations Manager.

10. Remuneration

- 10.1. £1.50 per service user transaction (not per individual packs or bespoke supply of injecting paraphernalia).
- 10.2. An extra payment of 35p will be paid for each multi use sharps container returned.

11. Pharmacy queries

- 11.1. Please direct your queries and orders for new packs and collections of NSP waste to the Service Administrator at WDP Cheshire West and Chester Recovery Centre on cwac@wdp.org.uk.

12. Contract agreement

- 12.1. The signatures below constitute an agreement between the parties concerned for the provision of a Needle & Syringe Programme scheme.

13. Relevant contact details

Chester

Aqua House
51 Boughton CH3 5AF
Tel: 0300 303 4549

EMAIL: CWAC@WDP.ORG.UK

Ellesmere Port

Unity House
4 York Road CH65 0DB
Tel: 0300 303 4550

Northwich

The Old Council House
Church Road CW9 5PD
Tel: 0300 303 4548



Appendix 1

1. Data Protection

1.1 Definitions

Agreed Purposes: the provision of certain community-based pharmacy services, including but not limited to smoking cessation pharmacotherapy and emergency hormonal contraception.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Permitted Recipients: The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

Shared Personal Data: the personal data to be shared between the parties under this clause. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (a) personal data including but not limited to name, identification number(s), location data, online identifier(s) or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a data subject;
- (b) special category data including but not limited to information relating to a data subject's health.

1.2 Each party shall comply with its respective obligations pursuant to the Data Protection Laws.

1.3 To the extent that the Provider is acting as a Data Processor on behalf of the Authority:

- 1.3.1** In consideration of the Provider's provision of the goods and/or services under this Agreement, the Provider warrants that it shall and shall procure that its personnel that Process the Company's Personal Data:
- (a) Process the Company's Personal Data at all times in accordance with the Company's documented instructions as set out in this Agreement, and, Annex I;
 - (b) Only engage other Processor(s) with the prior written authorisation of the Company;
 - (c) Taking into account the nature of the Processing, assist the Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligations to respond to requests for exercising the Data Subject's rights under applicable Data Protection Laws;
 - (d) Ensure that all the Provider personnel that Process the Company's Personal Data have committed themselves to confidentiality, and receive training in data protection;
 - (e) Assist the Company, to the extent the Provider is legally required to do so, to ensure its compliance with its respective obligations pursuant to applicable Privacy Laws in relation to the security of processing and the notification of Personal Data Breaches;
 - (f) At the Company's option, delete or return the Company's Personal Data (including any copies thereof) upon expiration or termination of this Agreement, unless Union or Member State law requires storage of the Company's Personal Data;
 - (g) Make available to the Company all information reasonably necessary to demonstrate the Provider's compliance with the obligations laid out herein;
 - (h) Allow for and contribute to audits, including inspections conducted by the Company or another auditor mandated by the Company, provided that the Company shall (i) provide no less than ten (10) business days' advance written notice to the Provider of its intention to conduct such audit; and (ii) comply with the Provider's reasonable policies and procedures for conducting such audits or inspections; and
 - (i) Notify the Company without undue delay (and within no more than forty-eight (48) hours) after becoming aware of a personal data breach

1.4 To the extent that the Provider is acting as a Controller in Common/Independent Controller:

1.4.1 Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) may choose to disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

1.4.2 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

1.4.3 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the European Economic Area (EEA).

1.4.4 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (h) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (i) promptly inform the other party about the receipt of any data subject access request;
- (j) provide the other party with reasonable assistance in complying with any data subject access request;
- (k) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (l) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (m) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (n) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (o) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (p) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4 and allow for audits by the other party or the other party's designated auditor; and
- (q) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

ANNEX I: PROCESSING DETAILS

This Annex I includes details relating to the Processing activities of the Provider with respect to the Company's Personal Data.

Subject matter and duration of the Processing of the Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Agreement.

The nature and purpose of the Processing of the Personal Data

The Provider shall process Personal Data in order to provide the goods or services to the Company.

The types of the Personal Data to be Processed

Personal data processed may include, but is not limited to, the name, identification number(s), location data, online identifier(s) or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a Data Subject. The the Provider may also Process special categories of data which includes, but is not limited to, information relating to a Data Subject's health.

The categories of Data Subject to whom the Personal Data relates

Personal Data will be processed in relation to customers and/or staff of the Company.

The obligations and rights of the Data Controller and Data Controller Affiliates

The obligations and rights of the Data Controller are set out in the Agreement



Signature Sheet

Signed for and on behalf of Company: WDP
Signature:
Print name:
Position:
Date:
Signed for and on behalf of Contractor:
Signature:
Print name:
Position:
Date:

List of stores from which the service will be provided from:

Name of pharmacy, address, email address, telephone number, fax number:

