

DATED

July

2017

West Sussex Local Pharmaceutical Committee

and

East Sussex Local Pharmaceutical Committee

and

Surrey Local Pharmaceutical Committee

COLLABORATION AGREEMENT

**In respect of provision of
Community Pharmacy Services
in
Surrey, West Sussex, East Sussex**

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THIS AGREEMENT is made the _____ day of _____ 201

BETWEEN :-

- (1) **WEST SUSSEX LOCAL PHARMACEUTICAL COMMITTEE** of
("West Sussex")
- (2) **EAST SUSSEX LOCAL PHARMACEUTICAL COMMITTEE** of
("East Sussex").
- (3) **SURREY LOCAL PHARMACEUTICAL COMMITTEE** of
("Surrey").

BACKGROUND :-

- (A) The parties to this Agreement wish to establish a framework so as to provide a more effective and efficient administration of the function of each Local Pharmaceutical Committee ("LPC") by collaborating in the provision of a central administrative team to provide representation and support to each LPC and so as to provide a single point of contact and negotiation for each LPC.
- (B) To further these objectives each LPC has agreed to enter into this Collaboration Agreement to record the objectives of the collaboration which is to be known as Community Pharmacy Surrey and Sussex ("CPSS").

WHEREBY IT IS AGREED as follows:-

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreed Costs

means such costs as shall be agreed between the parties from time to time relating to the engagement and employment of offices, provisional insurance, the costs incurred in office, telephone and administrative expenses, together with the costs incurred in respect of the occupation of any property utilised for the furtherance of the Objectives of the CPSS.

Agreed Percentages

means for the first year of this Agreement:

East Sussex 31%

West Sussex 30%

Surrey 39%

and thereafter such other percentages as the parties shall review and agree on each anniversary on the term of this Agreement.

Executive Committee

means the CPSS Executive Committee comprised of the Chairman, Vice-Chair and Treasurer from each of the three LPCs.

Objectives

means the collaboration and provision of an effective and efficient administration for each

LPC in carrying out their functions under the regulations and in particular in representing each LPC' s contractors and members in local and national consultations relevant to pharmacy contracts, making representations to NHS England, Local Authorities and the Pharmaceutical Services Negotiating Committee and any other relevant body, and in providing support resources and guidance to pharmacy contractors on pharmacy related projects and in ensuring an effective and efficient delivery of each LPC' s constitutional objectives.

Providing support to each LPC' s members contractors on contract compliance and monitoring, on matters relating to market entry, on matters relating to provision of enhanced services and other locally commissioned services, and the promotion of community pharmacy.

Projects

means such projects as shall be agreed from time to time by each LPC relating to the furtherance of the Objectives.

Regulations

means the National Health Services Act 2006
as amended and replaced from time to time.

2. Commencement and Duration

- 2.1 This Agreement shall commence on 2nd day of April 2017.
- 2.2 This Agreement shall continue, unless terminated earlier in accordance with this Agreement.

3. Collaboration and Co-operation

- 3.1 Each LPC shall cooperate so as to promote and perform the Objectives of the CPSS and to collaborate in relation to specific projects agreed from time to time by each LPC.
- 3.2 The CPSS shall be governed by the CPSS Executive Committee.
- 3.3 The CPSS Executive Committee shall meet at least six times per year or such other frequency as they shall agree from time to time. It is agreed that quorum for any meeting shall consist of at least one representative from each of the three LPCs, and at least one Chairman.
- 3.4 The CPSS Executive Committee shall agree to the appointment of such employees as shall be agreed from time to time for the purposes of achieving the Objectives and delivering the specific projects.
- 3.5 The CPSS Executive Committee shall jointly appoint to a position of a Chief Officer for CPSS together with such administrative assistants and support staff as the CPSS Chief Officer shall require. The appointment shall take place in

April 2018 and each LPC shall procure that their respective Chief Executive Officers retire.

- 3.6 The employment of such officers shall be undertaken by East Sussex on the basis that the contributions to the costs of such employment are met by each LPC in the agreed proportions.
- 3.7 All costs and expenses incurred by CPSS shall be met by each LPC in the agreed portions. No item of expenditure shall be incurred without the unanimous agreement of the CPSS Executive Committee. This does not preclude day to day minor expenditure, which can be incurred up to agreed spending limits authorised by the individual's line manager.
- 3.8 In the event of there being insufficient funds in the CPSS bank account, each LPC agrees to immediately transfer the sum of £1000 into that bank account, subject to the cumulative funding remaining within the agreed annual budget.

4. Objectives and Projects

- 4.1 Each LPC agrees that the terms of this Agreement shall apply only to the Objectives and the Projects.
- 4.2 Any LPC may submit a proposal for a proposed project falling within the scope of the Objectives to the CPSS at anytime. The proposal shall contain details of the proposed project including an indication of the level of contribution required from the CPSS.
- 4.3 On the receipt of any proposal the CPSS Executive Committee shall consider it and decide whether or not they wish to formalise the proposal so that it becomes an agreed project.

- 4.4 Each LPC shall agree a set of Projects in any calendar for the CPSS to pursue and once agreed such Projects shall be performed by the CPSS.
- 4.5 Each LPC shall in relation to any project provide the CPSS with such assistance as shall be required in performing such Obligations shall comply at all times with relevant regulations and the constitution of each LPC.
- 4.6 However, as the parties will be working together in relation to Projects where each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other party will need to protect such information and Intellectual Property Rights in accordance with clause 11 and clause 14.

5. Announcements

- 5.1 Each LPC shall agree on a form of announcement to be made to each of the members of each LPC so far as it relates to the proposals for the CPSS and its aims and objectives.

6. Insurance

- 6.1 During the term of this Agreement each LPC shall maintain in force with a reputable insurance company a professional indemnity insurance and officers' liability insurance at an amount not less than £ and shall ensure that such insurance covers the activities and operation of the CPSS.

7. Termination of Agreement

7.1 This Agreement shall commence on the 2nd day of April 2017 and continue unless terminated earlier until _____ day of April 2022.

7.2 Any LPC may terminate this Agreement on giving not less than 6 months' notice to the other LPCs.

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

Signed by **WEST SUSSEX LOCAL PHARMACEUTICAL COMMITTEE**



..... DAVID CLARK. CHAIR. 12.7.17.

Signed by **EAST SUSSEX LOCAL PHARMACEUTICAL COMMITTEE**



..... SARAH DAVIS, VICE CHAIR, 14/07/2017

Signed by **SURREY LOCAL PHARMACEUTICAL COMMITTEE**

