



Dated: 1st of July 2023

Surrey Local Pharmaceutical Committee

and

Sussex Local Pharmaceutical Committee

COLLABORATION AGREEMENT
In respect of provision of
Community Pharmacy Services
in Surrey and Sussex

This agreement is made the 1st of July 2023

Between:

- (1) **Sussex Local Pharmaceutical Committee** of ("Sussex").
- (2) **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. The central administration team will be employed by Sussex 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:

Sussex 61%

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 Chair, Vice-Chair and Treasurer from Sussex LPC and the Chair and Vice-Chair from Surrey LPC.

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 Community Pharmacy England 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 the 1st of July 2023.
- 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 CPSS and to collaborate in relation to specific projects agreed from time to time by each LPC.
- 3.2 CPSS shall be governed by the CPSS Executive Committee.
- 3.3 The CPSS Executive Committee shall meet at least four 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 two LPCs, and at least one Chair.
- 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 Executive Officer for CPSS together with such administrative assistants and support staff as the CPSS Chief Executive Officer shall require.

- 3.6 The employment of such officers shall be undertaken by Sussex LPC 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 managed by Sussex LPC, each LPC agrees to immediately transfer the sum of £1000.00 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 CPSS at any time. The proposal shall contain details of the proposed project including an indication of the level of contribution required from 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 CPSS to pursue and once agreed such projects shall be performed by CPSS.
- 4.5 Each LPC shall in relation to any project provide 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 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 £1,000,000 and Sussex LPC shall ensure that the appropriate insurance is in place which covers the activities and operation of CPSS.

7. Termination of Agreement

7.1 This Agreement shall commence on the 1st of July 2023 and continue, unless terminated earlier, until the 31st of March 2027.

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

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

Signed by **SUSSEX LOCAL PHARMACEUTICAL COMMITTEE**

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Signed by **SURREY LOCAL PHARMACEUTICAL COMMITTEE**

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