

DISTRIBUTION & APP PUBLISHING AGREEMENT

Between: Bounty (UK) Limited, a company registered in England and Wales (company number 631367) and having its registered office at 29 Broadwater Road, Welwyn Garden City, Hertfordshire, AL7 3BQ ("Bounty")

and:.....Gateshead Health NHS Foundation Trust....."The Trust"

Date of this Agreement:8th Dec. 2016..... Births per annumc1800.....

1. Previous Agreements

This Agreement will commence on the above date ("the Operative Date") and will supersede all existing Agreements and constitutes the entire agreement between the parties for the supply of free baby toiletries for use on new born babies at The Trust and for the distribution and presentation of the contents of Bounty Sample Packs, including but not limited to the Pregnancy Information Folder and Newborn Pack, containing samples, information guides, books and literature and the publishing of the Trusts information leaflets on the Bounty App ("the Bounty Services") to expectant and new mothers who register for births and/or deliver at the premises of The Trust.

2. Term of this Agreement

2.1 Subject to 2.2 below, this Agreement will be effective for an initial period of three years commencing from the Operative Date after which time it will continue in force unless terminated by either Party giving to the other not less than six months' notice of termination in writing, any such notice to expire on the third or any subsequent anniversary of the Operative Date. Notice must be sent by post to the Bounty registered office address.

2.2 Notwithstanding clause 2.1 this Agreement may be terminated by either party at any time by written notice if the other party commits a material breach of this Agreement which (if the breach is capable of remedy) remains unremedied after 30 days following notice of such breach.

3. Distribution, Sample Packs and Information

3.1 Bounty will supply Pregnancy Information Folder ("PIF's") free of charge to The Trust. These PIF's will contain Bounty guides and product literature for distribution to expectant mothers according to the provisions outlined in 3.8 below.

3.2 Subject to availability of supplies from manufacturers, Bounty will be the only supplier of quality baby toiletries free of charge for use on new born babies at The Trust.

3.3 A Bounty employee will attend at the premises of The Trust for the purpose of distributing Bounty Sample Packs and/or controlling the use and free distribution of the Bounty Services to new and expectant mothers.

3.4 All Inclusions in the Bounty Pregnancy Information Folder, Newborn Pack and Mum's Pack are subject to the approval of The Trust, such approval not to be unreasonably withheld but in any event all samples, advertisements and offers will comply fully with the requirements of the Advertising Standards Authority and all Statutes and recognised codes of practice.

3.5 Bounty reserves the right to re-brand, replace or withdraw Sample Packs during the term of this Agreement, notwithstanding that all packs will be subject to provisions of clause 3.4 above.

3.6 Bounty maintains and enforces a strict bedside Code of Conduct regulating Bounty employees' contact and interaction with expectant women and mothers.

3.7 Bounty is registered with the Disclosure and Barring Service and will take all necessary steps to procure that its employee(s) obtain disclosures from the Disclosure and Barring Services to the required standard.

3.8 The Trust will, in the hospital and the community, use its best endeavours to maximise the distribution of Pregnancy Information Folders to expectant mothers early in their pregnancy and will ensure that the packs are correctly distributed. Maternity notes and non-commercially sponsored health promotion materials may be included with this pack at the discretion of The Trust. Bounty's own literature and inserts follow strict approval procedures. The Trust will ensure that, in hospital and in the community, commercially funded booklets, literature or web-site recruitment flyers derived from any source will not be inserted within the Bounty Pregnancy Information Folder (NB: at the special request of The Trust, Bounty may grant permission for locally-sponsored charitable initiatives).

3.9 The Trust will use its best endeavours to ensure minimum wastage of toiletry products supplied free of charge by Bounty for use on new born babies at The Trust.

3.10 The Trust will provide the Bounty employee with a copy of its Health & Safety Policy and any specific regulations applicable to The Trust.

3.11 Bounty and the Bounty employee will be given daily access to The Trust to carry out those activities outlined in 3.1, 3.2 and 3.3 and to record the name and address of recipients of the Bounty Services and may use this

- information in strict accordance with the Data Protection Act to mail product information and offers to mothers who express a wish to receive such mailings from Bounty and other reputable companies.
4. **Leaflet Publication on Bounty's Pregnancy App ('Bounty App')**
- 4.1 Bounty shall at its own expense publish the information leaflets 'Material' provided by the Trust on the Bounty App, however all matters relating to production, publication and promotion of the Material on the Bounty App shall be at the discretion of Bounty.
- 4.2 Bounty shall not, unless there are obvious errors or the Material does not conform to Bounty guidelines, have any editorial responsibility for the content of the Material which remains in the absolute discretion of the Trust.
- 4.3 Bounty shall only notify the Trust in writing when it believes that the Material is not in a form acceptable for publication. The Trust agrees that if, after such notice, changes to the Material are required it will review and revise the Material. Bounty may make suggestions as to any amendments that it deems necessary.
- 4.4 Bounty shall be entitled to use the name of the Trust for the purpose of promoting the Material.
- 4.5 The Trust agrees to share information leaflets 'Material' for publication on Bounty's App.
- 4.6 The Trust is not obliged by this agreement to provide any Material for publication and provision of Material is at its sole discretion.
- 4.7 The Trust shall retain all copyright and other rights in the Material and all versions of it created during Bounty's publishing process (including the published version of it) and, hereby grants to Bounty the non-exclusive right to publish the Material in its App.
- 4.8 The Trust shall ensure that:
- 4.8.1 it has all consents necessary for the sharing of the leaflets with Bounty, and
- 4.8.2 will ensure that as far as the Trust is aware, the exploitation of the rights granted by this agreement has not infringed, and will not infringe, the rights of any third party, and
- 4.8.3 the Material will contain nothing that is defamatory or obscene, or unlawful in any other way and will comply with Bounty's BPCG.
5. **General Obligations**
- 5.1 Bounty will keep The Trust fully indemnified against liability incurred as a result of the distribution of the Bounty Services or the publication of the Material on the Bounty App, which is the result of any fault of Bounty, pursuant to this Agreement and Bounty will ensure that it carries the necessary Public Liability Insurance in respect of any valid claim to a limit of [REDACTED] in respect of any one incident.
- 5.2 The parties agree that neither of them shall use the other Party's confidential information which might be revealed in the course of this Agreement, for any purpose other than to exercise its rights or perform their obligations in connection with this agreement.
- 5.3 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.
6. **Distribution Monies payable in respect of this Agreement**
- 6.1 The options and the monies available to The Trust are outlined below.

The Monies shown below, payable from the Operative date are inclusive of VAT (at the prevailing rate)

[REDACTED]

[REDACTED]

- 6.2 The Distribution Monies referred to in 6.1 will be determined by [REDACTED]
[REDACTED]
[REDACTED] No information on pricing, monies or remuneration is to be divulged to any party without the prior written consent of Bounty.
- 6.3 Bounty will pay Distribution Monies to The Trust [REDACTED] from the Operative Date as specified in this Agreement. Please note that amounts payable may vary in line with government changes in the rate of VAT.
- 6.4 The amount in 6.1 above [REDACTED] is effective from the Operative Date and may be subject to review during the term of this Agreement. Bounty also reserves the right to reduce monies payable under this Agreement for a reduced level of sample inclusions or reduced Services.
7. **Payment**
- 7.1 Distribution Monies Payable under this Agreement will be remitted by Bounty on the due dates in strict accordance with the duly authorised written payment instructions of the Maternity Unit.
- 7.2 The Trust agrees to the self billing procedure set up between Bounty and the Trust in accordance with the attached Self-Billing Agreement.

PAYMENT INSTRUCTIONS - If details unaltered from previous Agreement, please tick box ☒
If details are different please insert instructions below:

.....
This Agreement is signed and authorised by the Parties as follows:

On behalf of The Trust	On behalf of Bounty (UK) Limited
Signatory Name	Signatory Name [REDACTED]
Title	Title [REDACTED]
Signature	Signature [REDACTED]
Date 8/12/16	Date 8/12/16

Self-Billing Agreement

This is an agreement to a self-billing procedure between:

Customer Name Bounty (UK) Limited

VAT Number [REDACTED]

and

Supplier Name Gateshead Health NHS
Foundation Trust

VAT Number [REDACTED]

The self-biller (Bounty (UK) Limited) agrees:

1. To issue self billed invoices made to them by the self-billee Gateshead Health NHS Foundation Trust until the end of the agreement
2. To complete self billed invoices showing the supplier's name, address and VAT registration number, together with all the details which constitute a full VAT invoice.
3. To make a new self-billing agreement in the event their VAT registration number changes.
4. To inform the supplier if the issue of self-billed invoices will be outsourced to a third party.

The self-billee Gateshead Health NHS Foundation Trust agrees:

1. To accept invoices raised by the self-biller Bounty (UK) Limited on their behalf until the end of the agreement.
2. Not to raise sales invoices for the transactions covered by this agreement.
3. To notify the customer immediately if they change their VAT registration number.

Self-biller Bounty (UK) Limited

Signed by [REDACTED]

On behalf of Bounty (UK) Limited

Date 8/12/15

Self-billee

Signed by [REDACTED]

On behalf of Gateshead Health NHS Foundation Trust

Date 8/12/15