

DISTRIBUTION 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: North Cumbria University Hospitals NHS Trust - Cumberland Infirmary "The Trust"

Date of this Agreement: 12/5/16 Births per annum c 1800

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 ("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 3 Year(s) 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 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. Bounty undertakings and rights

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 4.1 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 will keep The Trust fully indemnified against any liability incurred as a result of the distribution of the Bounty Services pursuant to this Agreement and Bounty will take out the necessary Public Liability Insurance in respect of any valid claim to a limit of £25,000,000 in respect of any one incident.

3.6 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.

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

3.8 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.

4. The Trust undertakings and rights

4.1 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).

4.2 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.

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

- 4.4 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.

5. **Distribution Monies payable in respect of this Agreement**

- 5.1 The options and the monies available to The Trust are outlined below.

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

Option	Payments cover acceptance of the following Services	Monies per NB pack	Tick
One	Exclusivity for all Bounty Services	£0.80	<input checked="" type="checkbox"/>

The Trust will not allow directly competitive services, products, advertising, literature or data collection at either The Trust or in the community or by employees of The Trust during the term of this Agreement.

In the event that the parties have not reached agreement on the Distribution Monies payable upon the expiry of the initial one year period of this Agreement, the Distribution Monies payable per mum seen shall revert to £..... until such time as agreement is reached.

Two	Reduced Bounty Services plus any other service	£0.27	<input type="checkbox"/>
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- 5.2 The Distribution Monies referred to in 5.1 will be determined by the actual number of Newborn Packs distributed at The Trust during the Term up to a maximum distribution volume which shall not exceed 5% above the actual number of births. The Trust will supply Bounty with the actual number of births for the previous calendar year by 1st April each year. In the absence of this information Bounty shall be entitled to reduce the maximum distribution volume by 2% until such time as the actual figures are received. In the event of a restructure or reorganisation of the Trust which causes the number of births to significantly decrease from the previous year, Bounty shall be entitled to reduce the maximum distribution volume immediately. No information on pricing, monies or remuneration is to be divulged to any party without the prior written consent of Bounty.

- 5.3 Bounty will pay Distribution Monies to The Trust quarterly in arrears from the next full calendar quarter 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.

- 5.4 The amount in 5.1 above for each Newborn Pack distributed 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.

6. **Payment**

- 6.1 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.

- 6.2 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:

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

On behalf of The Trust Signatory Name <u>C. CUNYER</u> Title <u>Associate Director Midwifery</u> Signature <u>[Signature]</u> Date <u>11/5/16</u>	On behalf of Bounty (UK) Limited Signatory Name <u>Jackie Mills</u> Title <u>Contracts Manager</u> Signature <u>[Signature]</u> Date <u>12/5/16</u>
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Self-Billing Agreement

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

Customer Name **Bounty (UK) Limited**

VAT Number **638 0427 41**

and

Supplier Name **North Cumbria University Hospitals NHS Trust**

VAT Number **654 9148 10**

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

1. To issue self billed invoices made to them by the self-billee **North Cumbria University Hospitals NHS 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 **North Cumbria University Hospitals NHS 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 J. Mills

On behalf of **Bounty (UK) Limited**

Date 12/5/16

Self-billee

Signed by Ant Carr

On behalf of **North Cumbria University Hospitals NHS Trust**

Date 11/5/16