



**Change  
Grow  
Live**

**Change Grow Live**

**And**

**[PHARMACY]**

**SERVICE LEVEL AGREEMENT**

1<sup>st</sup> November 2022 – 31<sup>st</sup> October 2025

**THIS AGREEMENT** is made on [DATE]

**BETWEEN:**

- (1) **Change Grow Live** a registered charity in England and Wales (1079327) and incorporated and registered in England and Wales with company number 3861209 whose registered office is at 3rd Floor North West Suite, Tower Point 44 North Road, Brighton, East Sussex, BN1 1YR ("**CHANGE GROW LIVE (CGL)**"); and
- (2) [NAME OF PHARMACY], registered in England number [NUMBER], whose registered office is at [ADDRESS] (the "**Pharmacy**").

each a "Party" and together the "Parties".

**BACKGROUND**

- A. CHANGE GROW LIVE (CGL) has selected The Pharmacy as its supplier for the provision of [TYPE OF SERVICES] in Coventry
- B. CHANGE GROW LIVE (CGL) and The Pharmacy have agreed that The Pharmacy shall provide the Services to CHANGE GROW LIVE (CGL) on the terms and conditions set out in this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, the following words and expressions shall have the following meaning unless the context otherwise requires: -

**"Adequate Procedures"** means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

**"Affiliates"** means in relation to a company any legal entity controlling, controlled by or under common control with the company in question. "Control" for this purpose being the direct or indirect possession of the power to direct or cause the direction of the management or policies of such company or entity whether pursuant to the ownership of voting securities, by contract or otherwise;

**"Agreement"** means this Agreement together with the schedules and any appendices attached hereto or referred to herein;

**"Anti-Corruption Legislation"** means the Bribery Act 2010 and any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business;

**"Associated Person"** means in relation to a company, a person (including an employee, agent or subsidiary) who performs services for or on that company's behalf;

<b>“Costs”</b>	means, without limitation, all and any payments, penalties, costs, claims, demands, damages, compensation, fines, awards, losses and expenses (including any legal or other professional fees on an indemnity basis) and any other liabilities whatsoever (including, for the avoidance of doubt, in relation to Tax);
<b>“Commencement Date”</b>	means the date of this Agreement or such later date as may be agreed by the Parties.
<b>“Data Controller”</b>	means the entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data;
<b>“Data Subject”</b>	means a natural person whose Personal Data are processed in the context of this Agreement;
<b>“Data Protection Laws”</b>	means all applicable laws and regulations relating to data protection, privacy and the processing of Personal Data from time to time in force in any applicable jurisdiction, including without limitation the following (each as amended or replaced from time to time and any subordinate legislation made pursuant thereto): applicable EU legislation including but not limited to GDPR and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC)) and their national implementing legislations; the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and including where applicable guidance and codes of practice issued by the UK's Information Commissioner's Office;
<b>“Fees”</b>	means the fees for the Services calculated in accordance with Schedule 1;
<b>“GDPR”</b>	means the EU General Data Protection Regulation 2016/679;
<b>“Intellectual Property”</b>	includes any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semiconductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off, applications for registration, and the right to apply for registration, for any of these rights, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

<b>“Permitted Recipients”</b>	means the Parties to this Agreement and the Head Commissioner, the directors, officers, staff and employees of each Party and the Head Commissioner, any third parties engaged to perform obligations in connection with this Agreement;
<b>“Personal Data”</b>	means any information relating to an identified or identifiable natural person including 'special' categories of personal data set out in Article 9(1) of the GDPR. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;
<b>“Personal Data Breach”</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
<b>“Processing of Personal Data” (or “Processing/Process”)</b>	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
<b>“Service”</b>	means the service set out in the associated SLA documentation.
<b>“Third Party”</b>	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Commencement Date; and
<b>“TUPE”</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law.
<b>“Working Day”</b>	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 In this Agreement: -

- 1.2.1 any reference to a statute or statutory provision includes, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, consolidated, extended, re-enacted, or replaced and to all statutory instruments, orders, regulations or rules made pursuant to it;

- 1.2.2 references to the singular includes the plural and vice versa, references to any gender includes a reference to all genders and references to a person includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);
  - 1.2.3 unless the context otherwise requires, references to any clause, sub-clause or schedule is to a clause, sub-clause or schedule of or to this Agreement;
  - 1.2.4 all references to the parties include their permitted successors and assigns; and
  - 1.2.5 any phrase introduced by the term "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding any of those terms.
- 1.3 The index and headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
  - 1.4 Each of the Schedules to this Agreement shall have effect as if set out in full in the body of this Agreement.
  - 1.5 In case of any conflict or inconsistency between the provisions of this Agreement and any Schedule, the provisions of this Agreement shall take precedence to the extent of any conflict or inconsistency only.

### **Commencement and Duration**

- 1.6 This Agreement shall commence on 1<sup>st</sup> November 2022 and shall (subject to the other provisions of this Agreement) continue until 31<sup>st</sup> October 2025.
  - 1.6.1 terminated by either Party in accordance with clauses 9.1 or 9.2; or
  - 1.6.2 the Parties agree to extend this Agreement beyond the Expiry Date on terms agreed in writing and signed by a duly authorised person on behalf of each Party.

## **2. Price and Payment**

- 2.1 CHANGE GROW LIVE (CGL) will pay the Fees in accordance with the invoicing and payment provisions set out in the associated SLA documentation.
- 2.2 The Fees set out in the associated SLA documentation will be subject to any applicable Value Added Tax at the prevailing rate.

## **3. Liabilities**

- 3.1 Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees, agents, or subcontractors as applicable.
- 3.2 Subject to clause 3.1, the total aggregate liability of each Party and its respective Affiliates to the other whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement will be a maximum of the total Fees paid or payable under this Agreement.
- 3.3 Subject to clause 3.1, neither Party will be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

## **4. Intellectual Property Rights**

- 4.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.

- 4.2 All Intellectual Property Rights and all other rights in any documents or materials produced pursuant to this Agreement shall belong to CHANGE GROW LIVE (CGL).
- 4.3 Subject to clause 4.1, each Party will grant to the other a non-exclusive, non-transferable and revocable right to use and reproduce its name and trade mark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trade mark will be agreed between the Parties and consent to such use will not be unreasonably withheld.
- 4.4 Neither Party shall use any name or trade mark belonging to the other Party or their Affiliates in any way that may damage the goodwill of the other Party or that of its Affiliates.
- 4.5 Each Party shall indemnify the other Party and its Affiliates against all costs, expenses, claims, losses and damages arising directly or indirectly from any claim by a third party that any Intellectual Property supplied by the Party infringes the trade mark, patent, copyright, design or other intellectual property right of such third party.
- 4.6 To the extent that any third party Intellectual Property rights or Intellectual Property rights belonging to the Head Contractor are used in the provision of the Services, CGL shall procure a royalty free non-exclusive license for the Contractor to use the third party Intellectual Property rights or Head Contractor Intellectual Property rights to the extent required for the provision of the Services only. Such license shall automatically terminate on the expiry or termination of this Agreement.

## **5. Confidential Information**

- 5.1 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.
- 5.2 The restrictions in clause 5.1 shall not apply to any Confidential Information which: -
- 5.2.1 the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;
  - 5.2.2 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;
  - 5.2.3 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
  - 5.2.4 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.

5.3 Each Party shall, if so requested by the other Party following termination of this Agreement, deliver up to the other party or destroy all documents and (save to the extent that the same shall have been incorporated into the formal records of that party) other material in its possession or control which include or incorporate any Confidential Information of the other party save that one copy of the Confidential Information may be kept by the legal department of each Party for audit purposes. All such incorporated or retained confidential information shall remain subject to the obligations set out in the preceding provisions of this clause 5.

## **6. Data Protection**

6.1 The Parties agree that in relation to Personal Data and Sensitive Personal Data (together "**Customer Data**") processed by The Pharmacy in providing Services under this Agreement, The Pharmacy shall be a Data Processor and CHANGE GROW LIVE (CGL) shall be a Data Controller. "Data Controller", "Personal Data" and "Special Category Personal Data" are as defined in the Data Protection Act 2018 (the "**DPA**").

6.2 Each Party shall at all times, comply with their respective obligations under all applicable data protection legislation, including but not limited to the DPA, in relation to all Customer Data that is processed by it in the course of performing its obligations under this Agreement, including by maintaining a valid and up to date notification under the data protection legislation.

6.3 In relation to the processing of any Customer Data, each Party shall:

6.3.1 process that Customer Data in accordance with the DPA;

6.3.2 take such technical and organisational measures as may be appropriate to ensure the security of that Customer Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the processing of that Customer Data. Without prejudice to the generality of the foregoing, it will keep that Customer Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction; and

6.3.3 not transfer that Personal Data outside the European Economic Area.

## **7. Anti-corruption**

7.1 Each Party acknowledges that the Party is committed to eliminating all risk of bribery and corruption in its business relationships.

7.2 Each Party acknowledges and agrees that the other Party shall not be under any obligation to carry out any action or make any omission under this Agreement to the extent that it reasonably believes would be in breach of any Anti-Corruption Legislation.

7.3 Each Party acknowledges and agrees that neither it nor any third party has breached any Anti-Corruption Legislation in order for it to enter into this Agreement.

## **8. TUPE**

8.1 Not applicable

## **9. Termination**

9.1 Either Party may terminate this Agreement at any time on giving not less than 3 months' written notice to the Pharmacy.

9.2 Without prejudice to its other rights or remedies which the Parties may have, either Party may terminate the Agreement immediately by written notice to the other Party, if the other Party:

9.2.1 fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

9.2.2 commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach;

- 9.2.3 repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
- 9.2.4 is unable to pay its debts or becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.

9.3 On termination of this Agreement for any reason:

- 9.3.1 CHANGE GROW LIVE (CGL) shall, except where the Agreement is terminated due to The Pharmacy's material or repeated breach, immediately pay all of The Pharmacy's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, The Pharmacy will submit an invoice, which shall be payable immediately on receipt; and
- 9.3.2 the accrued rights, obligations, and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

9.4 The following clauses shall survive termination of this Agreement and shall continue with full force and effect:-

- Clause 3 Liabilities
- Clause 4 Intellectual Property Rights
- Clause 5 Confidential Information
- Clause 6 Data Protection
- Clause 17 Publicity

## 10. Force Majeure

- 10.1 In this clause, "Force Majeure" shall mean any event or circumstance which is beyond the reasonable control of the Party affected by it including, but not limited to an act of God, local government or government (including but not limited to its compulsory acquisition and / or seizure of flu vaccine in the event of a flu epidemic or flu pandemic), war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a third party (for which a substitute third party is not readily available).
- 10.2 If either Party is, or considers that it is likely to be, affected by a Force Majeure event, it shall promptly notify the other Party of the relevant event or circumstance.
- 10.3 Neither Party shall be in breach of this Agreement if any delay or failure in the performance of any obligation of that Party under this Agreement is caused, in whole or in part, by any Force Majeure and any time by which, or period within which, that obligation is to be performed shall be extended accordingly.

## 11. Dispute Resolution

- 11.1 If any dispute arises out of this Agreement, the Parties shall attempt to settle it by negotiation, who shall seek in good faith to resolve the dispute within twenty-one (21) days of the issue being referred, escalating it within their respective companies as necessary for this purpose.
- 11.2 If the Parties are unable to settle any dispute by negotiation within twenty-one (21) days, the Parties may elect to refer the dispute to mediation or an alternative form of dispute resolution however nothing in this Clause shall prevent the Parties commencing or continuing court proceedings at any time.



## **12. Assignment/Sub-Contracting**

12.1 Neither Party shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement without the prior written consent of the other Party. No such permitted assignment shall relieve either Party of any of its obligations under this Agreement.

## **13. Benefit of Agreement (Third Party Rights)**

13.1 Save as otherwise expressly provided in this Agreement, no term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

## **14. No Partnership**

14.1 This Agreement does not create a partnership between the Parties and neither Party shall have any authority to act in the name or on behalf of, or otherwise bind, the other Party to any obligation.

## **15. Waiver**

15.1 Neither Party shall be deemed to have waived the performance or breach of any provision of this Agreement unless it does so expressly in writing. No such waiver shall be deemed to be a waiver of any other past or future default or breach of such provision or any other provision of this Agreement.

15.2 No failure or delay by a Party in exercising any right under this Agreement shall be deemed to be a waiver of, or to otherwise prejudice, the exercise of that right.

## **16. Severability**

16.1 If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## **17. Publicity**

17.1 Each Party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law any recognised stock exchange. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

## **18. Variations**

18.1 The Agreement may only be amended or varied by a document in writing signed by a duly authorised person on behalf of each Party.

## **19. Conflict Between Provisions**

If there is any conflict or inconsistency between any provision in the clauses of this Agreement and any provision in any Schedule to this Agreement, the provision of this Agreement shall take precedence to the extent of any conflict or inconsistency only.

## **20. Governing Law**

20.1 This Agreement shall be governed by, construed and interpreted in accordance with English law and the Parties hereby agree, for the purposes of this Agreement only, to submit themselves and any claim or matter arising under or in connection with this Agreement to the exclusive jurisdiction of the English courts.

**SCHEDULE 1 – SPECIFICATION (SEE APPENDACIES)**

The parties to this Agreement confirm their understanding and acceptance of the terms laid out in this Agreement and acknowledge same below:

**For and on behalf of Change Grow Live**

**Name:**

**Job Title:**

**Signature:**

**Dated:**

**For and on behalf of the Pharmacy**

**Name:**

**Job Title:**

**Signature:**

**Dated:**