

Approved Organisation Agreement

Our extensive portfolio of framework agreements is designed to ensure ease of access and offer a compliant route to market for NHS and Public sector organisations. The NHS Shared Business Services (NHS SBS) framework agreements cover health and corporate categories including IT & Digital, Estates & Facilities, Construction & Infrastructure and Business Services.

This document describes the terms of participation for Approved Organisations.

Introduction

NHS SBS operates a wide portfolio of strategically sourced contracts and frameworks specifically geared to the NHS and wider public sector. Access to our Frameworks for Approved Organisations is given to all available agreements offering swift, competitive and compliant arrangements.

Scope

As an Approved Organisation you will enjoy the following:

- Access to our secure Web Portal to access contracts and frameworks
- Consent from us to use those deals and prices
- Reasonable telephone and email support in regards to initial queries
- NHS SBS can undertake a mini-competition on your behalf (chargeable)

Data Sharing

By entering into this agreement you agree to fulfil requests for Accounts Payable and Purchase Order data that NHS SBS may make. This data will enable NHS SBS to monitor contract usage and supplier compliance to the contracts, thereby ensuring that NHS SBS has a relevant and competitive contract pool for its clients to use. NHS SBS will, on request, provide a report showing how the agreed NHS SBS contracts and frameworks are being used within your organisation. Fuller Spend Analytics Reports may be provided by separate agreement.

By signing this Approved Organisation Agreement, there is acceptance that the % saving stated within the Framework Flyer will likely be achieved as a result of utilising this NHS SBS Framework Agreement.

NHS SBS further reserve the right to utilise this percentage savings figure to calculate the potential [cash releasing/ cost avoidance] saving as against the Framework Agreement influenceable non-pay spend, this information to be utilised by NHS SBS for reporting purposes as and when deemed appropriate.

Approved Organisation Data

NHS SBS will capture and collate Approved Organisation information to inform NHS SBS sourcing strategies and to focus internal marketing effort.

By providing us with your details, you are giving your express consent that your personal information may be processed for these purposes to help improve NHS SBS services.

Keeping Data Confidential

As an Approved Organisation you will have access to our secure Web Portal which will have information about suppliers and the deals that we have put in place. This is for your use only. Because our data is commercially sensitive, you agree not to disclose any of it to anyone outside your immediate organisation, nor make it public unless the law requires you to do so.

Liabilities

We strive to provide you with high quality data but due to the nature of the data sources and collation process it may contain some inaccuracies. You are encouraged to contact us if you have a query about a particular item so that we can address any inconsistency.

NHS SBS frameworks facilitate compliancy around direct purchasing. Although we supply our contract terms and data to enable you to select a deal, you will purchase directly from the supplier and NHS SBS will not be liable for any claims that may arise from your purchase and, except as required by law, nor will we have any liability to you in relation to this Service.

Organisation Approval

By accepting the terms of this agreement you are also confirming that all appropriate permissions and sign off has been sought and ratified at your end, with permission

granted by your organisation to proceed with this agreement.

SBS do not accept any liability should it come to light in due course that the appropriate permissions and sign off were not actively sought and ratified by yourself as part of accepting the terms of this agreement.

Local mini-competitions

Approved Organisations are liable for any legal disputes in regards to their documentation and the process employed by the user.

Please conduct any local mini-competitions and volume commitments in accordance with the tender specification.

Volume Commitments

Approved Organisations are to notify the supplier directly to confirm these to ensure correct pricing is charged.

Duration

There is no fixed term, however, you may withdraw from the arrangement at any time but you need to provide us with a minimum of 1 months' notice where possible.

We too, may terminate the arrangement at any time.

Mini-competitions – support for mini-competitions is chargeable on a day-rate basis dependent on the complexity of your requirements. Contact us if you wish to pursue this further.

Disputes

In the unlikely event of a dispute between us, both parties will work earnestly to resolve it through negotiation or mediation. Only if that fails, may we resort to other legal remedies which will be subject to English law.

Marketing

NHS SBS will utilise your registration information to provide details regarding existing and upcoming NHS SBS Framework Agreements and Contracts that may be of interest to your organisation. As well as also reviewing trends in your organisations buying activity/ies (this via the PO and AP data submitted), to help provide your organisation with more specific details regarding the NHS SBS Framework Agreement/ Contract portfolio.

General Data Protection Regulations (GDPR)

[GDPR](#)

Acceptance Usage Policy

[AUP link](#)