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**Service Level Agreement  
for  
Pharmacy Needle &  
Syringe Programme**

# Service Level Agreement for Needle & Syringe Programme

**THIS AGREEMENT** is made **BETWEEN**:

1. **Via Community Ltd** of Passmores House, Third Avenue, Harlow, Essex, CM18 6YL (Company Registration No. 2807934; Charity No. 1031602); and the provider named in the [Agreement](#) section (hereafter referred to as the 'Pharmacy')
2. Each a "Party" and together the "Parties".

## Background

- A. Via Community Ltd wish to enter into a Service Level Agreement (the 'Agreement') with the Pharmacy under which a needle and syringe programme service (the Service) will be provided by the Pharmacy.
- B. Via Community Ltd and the Pharmacy have agreed that the Pharmacy shall provide the Services to Via Community Ltd on the terms and conditions set out in this Agreement.

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

## 1. Definitions and Interpretations

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

**Agreement** means this Agreement together with the schedule(s) and any appendices attached hereto or referred to herein;

**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;

**Commencement Date** means the date of this Agreement or such later date as may be agreed by the Parties;

**Costs** 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 any indemnity basis) and any other liabilities whatsoever (including, for the avoidance of doubt, in relation to Tax);

**Data Controller** means the entity which alone or jointly with others determines the purposed and the means of the Processing of Personal Data;

**Data Subject** means a natural person whose Personal Data are processed in the context of this Agreement;

**Data Protection Legislation** means the Data Protection Act 2018 ("the Act") and the UK GDPR 2016 ("UK GDPR") as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 or any successor legislation and any other directly applicable laws and regulations in the United Kingdom relating to data protection and privacy;

**Drugs** refers to opioids (for example, heroin); stimulants (for example, cocaine) either separately or in combination (speedballing); novel psychoactive substances ('legal highs', for example, mephedrone); image-and performance-enhancing drugs (except under medical supervision);

and other drugs (for example, ketamine);

**Fees** means the fees for the Services as calculated in accordance with Schedule 1;

**Intellectual Property** includes all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

**Party** means any of the parties to this Agreement;

**Personal Data** means any information relating to an identified or identifiable natural person including 'special' categories of personal data as 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 name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, generic, mental, economic, cultural, or social identity of that natural person;

**Service** means the service set out in Schedule 1.

**Third Party** means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Commencement Date;

**Working Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.1 In this Agreement:

1.1.1 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);

1.1.2 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;

1.1.3 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.

1.2 Each of the Schedules to this Agreement shall have effect as if set out in full in the body of this Agreement.

## 2. Commencement and Duration

This Agreement shall commence on 1<sup>st</sup> April 2026 and shall (subject to other provisions of this Agreement) continue until 31<sup>st</sup> March 2028.

## 3. Fees

Via Community Ltd shall pay the Fees in accordance with the invoicing and payment provisions set out in Schedule 1 (Payment Arrangements).

The Fees set out in Schedule 1 (Payment Arrangements) will be subject to any applicable

Value Added Tax at the prevailing rate.

#### **4. Liabilities**

- 4.1 Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable.
- 4.2 Subject to clause 4.1, 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.

#### **5. Intellectual Property Rights**

- 5.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.
- 5.2 All Intellectual Property Rights and all other rights in any documents or materials produced pursuant to this Agreement shall belong to Via Community Ltd.
- 5.3 Subject to clause 5.1, each Party will grant to the other a non-exclusive, non-transferable and revocable right to use and reproduce its name and trademark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trademark will be agreed between the Parties and consent to such use will not be unreasonably withheld.
- 5.4 Neither Party shall use any name or trademark belonging to the other Party in any way that may damage the goodwill of the other Party.
- 5.5 Each Party shall indemnify the other Party 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 trademark, patent, copyright, design or other intellectual property right of such third party.

#### **6. Confidential Information**

- 6.1 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 Party before or during the term of this Agreement and which relates to the business, clients and suppliers of the other Party 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 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. The recipient of the Confidential Information shall be liable for acts in violation of this Agreement as if they were actions or omissions of that Party.
- 6.2 The restrictions in clause 6.1 shall not apply to any Confidential Information which is required to be disclosed as a matter of law, statutory or regulatory provisions that either Party, individually or jointly, may be subject to in the United Kingdom.

- 6.3 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 6.
- 6.4 Via Community Ltd may require the Pharmacy to supply any relevant information required to carry out monitoring and evaluation of the Service. Any Client information supplied must be anonymised where appropriate and will not be used for any purpose other than monitoring, evaluation and validation.

## **7. Data Protection**

- 7.1 The Parties agree that in relation to any Personal Data and Special Category Personal Data (together "Client Data") that may need to be processed by Via Community Ltd in the course of providing Services under this Agreement, Via Community Ltd shall be the Data Processor and the Pharmacy shall be the Data Controller. "Data Controller", "Personal Data" and "Special Category Personal Data" have the meaning defined in the Data Protection Legislation.
- 7.2 Each Party shall at all times, comply with their respective obligations under Data Protection Legislation in relation to all Client Data that is processed by it in the course of performing its obligations under this Agreement.

## **8. Termination**

- 8.1 Each Party may terminate this Agreement at any time on giving not less than 3 months' written notice to the other Party.
- 8.2 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 (where applicable):
- 8.2.1 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;
  - 8.2.2 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
  - 8.2.3 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.
- 8.3 On termination of this Agreement for any reason, 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. Force Majeure**

- 9.1 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, 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).
- 9.2 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.
- 9.3 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.

## **10. Dispute Resolution**

- 10.1 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.
- 10.2 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.

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

- 11.1 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 Part. No such permitted assignment shall relieve either Party of any of its obligations under this Agreement.

## **12. Variations**

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

## **13. Governing Law**

- 13.1 This Agreement shall be governed by 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

### A: Service Specification:

#### 1. Introduction

- 1.1 Needle and syringe programmes (NSPs) supply needles and syringes for people who inject drugs. In addition, they often supply other equipment used to prepare and take drugs (for example: filters, mixing containers and sterile water). The majority of needle and syringe programmes are run by pharmacies and drug services. They operate from fixed, mobile or outreach sites.
- 1.2 The provision of needle and syringe programme services in pharmacies provides the benefits of increasing the availability of needle and syringe programme products across a wide geographical area. This provides more flexibility for the provision of services, not only by area but also by opening hours.

#### 2. Aims

- 2.1 To reduce the transmission of viruses and other infections caused by sharing injecting equipment, such as HIV, hepatitis B and C. In turn, reducing the prevalence of blood-borne viruses (BBVs) and bacterial infections, so benefiting the wider society. They aim to reduce the harm caused by injecting drugs through providing information and advice and acting as a gateway to other services.
- 2.2 To adhere to the NICE Guidance for Needle and Syringe Programmes (PH52) March 2014: providing guidance on needle and syringe programmes for people (including those under 16) who inject drugs.

#### 3. Objectives

- 3.1 To reduce the prevalence of BBVs and infections associated with injecting drug users and the local communities.
- 3.2 To reduce the rate of sharing and other high risk injecting behaviours.
- 3.3 To reduce the potential harms associated with active injecting drug use by providing sterile injecting equipment and other support.
- 3.4 To promote safer injecting practices, safe disposal of used injecting equipment, and reinforce harm reduction messages.
- 3.5 To increase treatment knowledge of injecting drug users not currently engaged with treatment services, and offer referral to specialist drug and alcohol treatment centres where appropriate.
- 3.6 To maximise the access and retention of all service users, especially the highly-socially excluded.
- 3.7 To reduce the number of drug-related deaths associated with opioid overdose.

## **4. Pharmacy Required Training**

- 4.1 The pharmacists and pharmacy technicians must complete the CPPE 'Declaration of Competence (DoC) for Needle and Syringe Programme (NSP)' and indicate declaration of this on PharmOutcomes prior to the service being delivered. Refresher training must be undertaken, and evidence provided of completion every two years.
- 4.2 A three month grace period will be provided for new staff members to complete the required training avoiding disruption to service delivery.
- 4.3 The local Via service will provide update training, suitable for all members of the pharmacy team on an annual basis. This will be delivered as an online event.
- 4.4 Training will be delivered on appropriate topics, in order to reinforce knowledge and skills and identify any gaps or additional training needs; alongside sharing information on incidents, resolving queries, and expanding ideas for improvements to the service.
- 4.5 Attendance at the annual training is recommended as part of the service delivery.

## **5. Pharmacy Responsibilities**

- 5.1 The Pharmacy Staff involved in the provision of the Service must be aware of and operate within any locally agreed protocols and follow their company Standard Operating Procedures that cover the provision of the Service
- 5.2 The Pharmacy must have an understanding of, and must comply with, Best Practice Guidance for Commissioners and Providers of Pharmaceutical Services for Drug Users (NTA, 2006); compliance with the General Pharmaceutical Council (GPhC) Code of Ethics; and any locally set clinical governance and quality standards as agreed by the Pharmacy and Via.
- 5.3 The Service must be offered every day that the Pharmacy is open. If the Pharmacy puts in an application to reduce their opening days or times, then Via must be informed at the time of application.
- 5.4 The Service will take part in audit activity, including visits, and agree to share information regarding needle and substance misuse data to allow discussion and improvement of the Services.
- 5.5 The Pharmacy will provide a range of articles or paraphernalia either loose or in packs which may be used for administering or preparing a drug. The section of the Pharmacy used for the provision of the Service must provide a sufficient level of privacy and safety for the service users and other members of the public accessing the Pharmacy.
- 5.6 At least one sharps disposal device will be provided for each transaction.
- 5.7 The Pharmacy should provide an introduction to the scheme and explain the rationale behind the Service to service users.
- 5.8 The Pharmacy will provide risk reduction advice and health promotion on a range of issues including the prevention of drug-related death, safer injecting technique, overdose

prevention, blood-borne infections, contraception and safer sex, alcohol misuse, and nutrition.

- 5.9 The Pharmacy will refer service users to other treatment services for effective health and social care as appropriate.
- 5.10 The Pharmacy shall display the national logo in a prominent position visible from outside the premises.
- 5.11 The Pharmacy should order sufficient stock of articles or paraphernalia either loose or in packs which may be used for administering or preparing a drug, to ensure continuity of the Service.
- 5.12 The Pharmacy shall ensure that all Pharmacy staff are aware of the risks associated with the handling of returned and used equipment. A needle stick injury procedure should be in place. Safe handling arrangements should be in place for dealing with the returned used equipment.
- 5.13 The health and safety of pharmacy staff remain the responsibility of the Pharmacy, including ensuring that hepatitis B vaccinations have been given to all relevant Pharmacy staff.
- 5.14 The Pharmacy will provide information to service users on the risks of unsafe disposal of used injecting equipment.
- 5.15 The Pharmacy will provide information on the use of acidifiers encouraging the understanding of health implications with overuse.
- 5.16 The Pharmacy will provide advice and interventions that prevent transition into injecting.
- 5.17 The Pharmacy will promote safe practice to the user, including advice on sexual health and STIs, HIV, Hepatitis B and C immunisation.
- 5.18 Locum Pharmacy staff must be made aware of the Service and the procedures in advance of them providing locum cover. Presence of a locum is not a valid reason for the Service not to be appropriately implemented.
- 5.19 It is essential that communication channels (e.g. through PharmOutcomes/emails) are regularly and promptly actioned, otherwise safety/quality of Service provision may be impacted.
- 5.20 The Pharmacy must demonstrate they have appropriate insurance in place to be able to offer the Service and must ensure that Via is indemnified against any claim arising from the provision of the Service, and in the case of negligence of the Pharmacy: this liability may not be transferred.

## **6. Management of Returns**

- 6.1 The Pharmacy will encourage the return and facilitate the safe disposal of used equipment. The Pharmacy should explore where used equipment being disposed. Non-returns should not impact on provision of equipment, however strategies may be utilised

to proactively encourage returns.

- 6.2 Via will commission a clinical waste disposal service for each participating pharmacy. A collection of sharps bins will be managed by this contracted waste disposal service on a scheduled collection basis.
- 6.3 The Pharmacy will inform the Via contracted waste collection company of the frequency of delivery and pick up of waste containers for disposal of returned personal sharps bins according to activity of business.
- 6.4 The Pharmacy will allocate a safe place to store sterile equipment and used equipment returns for safe onward disposal. The storage bins provided for clinical waste disposal will be used to store returned used equipment.
- 6.5 Appropriate protective equipment, including gloves, overalls and materials to deal with spillages, should be readily available close to the storage site.
- 6.6 The Pharmacy is responsible for ensuring it has sufficient sharps bins to enable the Service to deal with demand and not put staff at risk.
- 6.7 Monitoring returns is important and therefore the relevant returns should be completed on the PO monitoring form.

## **7. Exclusions to the Service**

- 7.1 Needle and syringe programmes and harm reduction initiatives are open access services and people should only be excluded for behaviour that has breached accepted rules and standards at the discretion of Via, but within a structure of service users' rights and responsibilities.
- 7.2 If the Pharmacy is unable to provide the Service (e.g. where the service user has been banned from their chosen Pharmacy), the Pharmacy must make all reasonable efforts to signpost the service user to an alternative NSP service.

## **8. Young People and Needle Syringe Provision**

- 8.1 A person aged 18 years or under who requires treatment for substance misuse will normally access a young person's service. It is recognised however, that those in the transitional period between childhood and adulthood can develop at different rates, and therefore have different treatment needs.
- 8.2 For those service users aged 16-18 years old, the Pharmacy should seek to encourage the person to utilise young person's services or an agency based Recovery Partnership needle and syringe site, rather than the Pharmacy's Service. Only where the service user refuses this and the Pharmacy considers the service user at risk of using shared needles obtained elsewhere, should injecting needles and syringes be supplied to the service user.
- 8.3 It is deemed not appropriate in the first instance for the Pharmacy to provide the Service to any young person under the age of 16. They should be referred directly to the local Via service and be supplied with appropriate literature. The Pharmacy may decide in

exceptional circumstances to provide an interim single use kit after assessing competency.

## 9. Access and Service Referral

- 9.1 Access to the Service is voluntary.
- 9.2 The Service provided by the Pharmacy forms an integral part of shared care of the service user and as such needs to have clear links to other aspects of service provision.
- 9.3 Liaison is encouraged within the bounds of local information sharing guidelines, with the whole range of health and social care organisations and refers to existing schemes e.g. health centres, GPs, the probation service, the youth service and other substance misuse treatment services.

## 10. Incidents

- 10.1 Incidents and feedback in relation to this service will be reported to and investigated as per the pharmacy's incident reporting procedures.
- 10.2 A summarised copy of the incident report, investigation, and outcomes will be provided to Via when requested.
- 10.3 Any serious incidents will be notified to Via within 5 working days.

## 11. Payment arrangements

- 11.1 The fee payable for the provision of a community pharmacy needle and syringe programme service is a fee per service user transaction:

Payments to be made	Amount
Per service user transaction (not per individual packs or bespoke supply of injecting paraphernalia)	£1.51
Monthly retainer fee which is only paid to providers who have been active within a month.	£55

- 11.2 Payment will be made monthly upon the input of the data on PharmOutcomes. Invoices will be generated automatically by PharmOutcomes on the 6th of the month.
- 11.3 Claims for payments for this service should be submitted within one month of, and no later than three months from the claim period for the chargeable activity provided.
- 11.4 All sums are exclusive of VAT, which shall be applied at the appropriate rate where applicable.
- 11.5 Fees will be paid based on submitted claims, into a bank account specified by the pharmacy.

- 11.6 The service contract and financial details will need to be completed and returned before any payments will be made.
- 11.7 Either party wishing to terminate this agreement must give three months' notice in writing. However, Via reserves the right to suspend or terminate the service at short notice following a significant event or serious incident.

## B. Key Contacts

### Via General Contractual Queries:

<b>Company Name:</b>	Via Community Ltd
<b>Address:</b>	Passmores House, Third Avenue, Harlow, Essex, CM18 6YL
<b>Name:</b>	Emma Griss, Director of Pharmacy
<b>Telephone number:</b>	07976 968691
<b>Email address:</b>	<a href="mailto:Emma.Griss@viaorg.uk">Emma.Griss@viaorg.uk</a>

### Via Finance Queries:

<b>Department Name:</b>	Via Finance Department
<b>Address:</b>	Passmores House, Third Avenue, Harlow, Essex, CM18 6YL
<b>Telephone number:</b>	020 7421 3106
<b>Email address:</b>	<a href="mailto:finance@viaorg.uk">finance@viaorg.uk</a>

### Service User Referral to Via Prescribing Service Queries:

<b>Service Name:</b>	Via West Berkshire
<b>Address:</b>	1 Station Road, Newbury, Berkshire, RG14 7LP
<b>Telephone number:</b>	0300 303 4554
<b>Email address:</b>	<a href="mailto:west.berkshire@viaorg.uk">west.berkshire@viaorg.uk</a>

## C. Agreement

Via Community Ltd and the Pharmacy confirm their understanding and acceptance of the terms laid out in this Agreement and acknowledge same below:

### *For and on behalf of Via Community Ltd*

<b>Print name:</b>	Dani Cawsey
<b>Job Title:</b>	Service Manager
<b>Signature:</b>	
<b>Date:</b>	31 <sup>st</sup> March 2026
<b>Telephone:</b>	07759 131841
<b>Email:</b>	<a href="mailto:dani.cawsey@viaorg.uk">dani.cawsey@viaorg.uk</a>

### *For and on behalf of the Pharmacy*

<b>Print name:</b>	
<b>Job Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Provider Name:</b>	
<b>Provider Address:</b>	
<b>Company Reg. No.:</b>	
<b>Telephone</b>	
<b>Email</b>	

### D. Pharmacies Providing the Service

Pharmacy Name	Pharmacy Address	Telephone Number	Email