

Overarching Master Indemnity Agreement (v1.02)

Please download this document to complete your details, then return to mia@supplychain.nhs.uk

Supplier Information	
Name of company	
Company registration number	
Registered address	
Contact name	
Contact email	
Telephone number	
Date	

- 1.1 Any defined terms used in this Overarching Master Indemnity Agreement (MIA) shall have the meaning set out in the MIA Terms and Conditions.
- 1.2 In consideration of NHS England making available the Supplier's details as part of the MIA Register, the Supplier:
- a. undertakes that it will comply with the MIA Terms and Conditions as published by NHS England (as may be amended from time to time) at <https://www.supplychain.nhs.uk/mia> when providing any Equipment to the National Health Service and that the MIA Terms and Conditions will form part of any MIA Call-Off Agreement with the relevant Authority to which any Equipment is supplied (to include on both a loan and transfer basis);
 - b. undertakes that any public liability and product liability insurance information (in respect of public liability and product liability covering the Equipment with the minimum cover per claim for each type of insurance of five million pounds (GBP) (£5,000,000) at all times throughout the duration of this Overarching Master Indemnity Agreement (which, for the avoidance of doubt, shall apply notwithstanding any exchange rate fluctuations in the event that such insurance is maintained outside of England and Wales)) together with any other information provided to NHS England is accurate and will be kept up-to-date to ensure that NHS England always has copies of the Supplier's current insurance policy details (to include confirmation of all renewals and policy changes) and company details (to include prompt

notification of any name changes) accompanied with relevant supporting documentation;

c. undertakes that it will not supply any Equipment to an Authority pursuant to an MIA Call-Off Agreement unless that Equipment is covered by appropriate insurance arrangements in accordance with the insurance requirements set out in the applicable MIA Terms and Conditions;

d. agrees that NHS England may make publicly available (to include, without limitation, by sharing with other NHS organisations and other relevant public sector organisations within the United Kingdom and by publishing information on the gov.uk website) this Overarching Master Indemnity Agreement and any information provided to NHS England by the Supplier under and/or in connection with this Overarching Master Indemnity Agreement; and

e. undertakes that it is a properly constituted entity fully empowered by the terms of its constitutional documents to enter into this Overarching Master Indemnity Agreement and has obtained any required consents or approvals.

- 1.3 The contact details for NHS England in connection with this Overarching Master Indemnity Agreement shall be as set out in the MIA Guidance Notes.
- 1.4 This Overarching Master Indemnity Agreement will automatically expire in the event that the Supplier's public liability and / or product liability insurance information is not kept up-to-date pursuant to clause 1.2(b) above.
- 1.5 NHS England may terminate this Overarching Master Indemnity Agreement and remove the Supplier from the MIA Register at its convenience immediately upon written notice to the Supplier.
- 1.6 For the avoidance of doubt, the expiry or termination of this Overarching Master Indemnity Agreement will not affect any MIA Call-Off Agreement(s) entered into by the Supplier and, subject to their terms, all such MIA Call-Off Agreements entered into by the Supplier shall remain in full force and effect notwithstanding the expiry or termination of this Overarching Master Indemnity Agreement.
- 1.7 The Supplier acknowledges and agrees that, by submitting this Overarching Master Indemnity Agreement to NHS England, it accepts and agrees to comply with the terms of this Overarching Master Indemnity

Agreement. The parties agree that this Overarching Master Indemnity Agreement shall commence and come into full force and effect from the date on which NHS England publishes a copy of the Master Indemnity Agreement Register which includes the Supplier's details.

- 1.8 This Overarching Master Indemnity Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Overarching Master Indemnity Agreement or its subject matter.