

Europharma copy

BLOOD GLUCOSE METER LOANING AGREEMENT

(CPSU Reference: CPSU0425/47 - Contract Agreement Reference: CA-17-NEG-018-20)

CONTACT DETAILS	OTHER INFORMATION
NAME:	ID NO:
ADDRESS:	TELEPHONE:
LOCALITY:	EMAIL:
POSTCODE:	DATE:
NEXT OF KIN NAME:	NEXT OF KIN ID NO:
NEXT OF KIN TELEPHONE:	SERIAL NO:

This **Equipment Loaning Agreement** (hereinafter referred to as the "Agreement") is made and entered into on the _____ day of _____ the year _____ () by and between **EUROPHARMA LTD.** as appointed by Central Procurement Supplies Unit (CPSU) (hereinafter referred to as the "Lessor") and _____ (hereinafter referred to as the "Lessee"), who shall be jointly referred to hereinafter as the "Parties".

WHEREAS the **Lessor** is engaged in the loaning of the Blood Glucose Meter (hereinafter referred to as the "Equipment") by CPSU;

And

WHEREAS the **Lessee** is entitled to engage the Lessor to provide the Blood Glucose Meter.

THEREFORE, in consideration of the premises and mutual promises contained herein, the **Parties** agree as follows:-

- 1) **DURATION OF LOANING PERIOD.** The loaning as contemplated in this Agreement shall begin on _____/_____/_____ until the completion of the contract with CPSU (Contracting Authority).
- 2) **FUNDING AND PAYMENT.** The Lessee shall not be requested for payment of the said equipment.
- 3) **MAINTENANCE, DAMAGE AND LOSS.** Lessee acknowledges receiving the Equipment in good working condition. Lessee will return the Equipment to Lessor in good working condition. If the Equipment is damaged due to wilful damage, negligence or misuse and not by ordinary wear and tear while in Lessee's possession, Lessee will be responsible for the cost of repair, up to the current value of the Equipment as agreed by the Parties [TWENTY Euro = Euro 20.00 excluding VAT]. If the Equipment is lost while in Lessee's possession, Lessee will pay Lessor its full current value as agreed by the Parties [TWENTY Euro = Euro 20.00 excluding VAT].
- 4) **REPAIRS.** Should any maintenance/repairs on meter be required, Lessee to return meter to pharmacy from where meter was originally picked up together with a copy of the loaning agreement, and one pack of strips, since both are required to carry our maintenance/repairs.
- 5) **USE OF EQUIPMENT.** Lessee agrees to use the Equipment safely and only in the manner for which it is intended to be used as prescribed by his or her doctor or pharmacist or other medical practitioner. The Lessor undertakes to maintain the Equipment as required on a yearly basis and shall provide a call out

service. In case of faults resulting from a Manufacturer Defect or any other damages as per contract Agreement, or other faults causing the machine to cease functioning, neither the lessee nor CPSU shall be requested payment for any servicing carried out.

- 6) **OWNERSHIP.** The Equipment is and shall remain the exclusive property of the Lessor.
- 7) **TRAINING.** On delivery of the unit, Lessee should be given adequate training on how to use the Equipment. Trained Staff should ensure that this support will enable the Lessee not to feel unsure of how to use the Equipment.
- 8) **DATA PROTECTION.** The Parties recognise and accept that further to this Agreement the processing of personal data may be required, including the transfer of such data between the Parties. Specifically the Parties agree as follows:
 - (i) The Equipment will store personal data concerning the health of the Lessee. On returning the Equipment to the Lessor, whether for repair purposes or on expiry/termination of this Agreement, the Lessor warrants that all personal data that may be stored on the Equipment shall at all times be treated with the highest standards of security and confidentiality. Furthermore, upon expiry or termination of this Agreement, any Equipment that is returned to the Lessor shall be permanently and irretrievably wiped of all personal data it may contain.
 - (ii) The Lessee warrants that all personal data provided in connection with this Agreement, including any personal data relating to third parties (such as 'Next of Kin' data) is correct and accurate, and has been obtained with the full consent of any such third party. The Lessee shall bear full responsibility for any third party personal data not obtained in this way, and shall hold the Lessor harmless and fully indemnified from any claims, suits or complaints that may be raised by such third party against the Lessor.
 - (iii) In the event that the Lessee fails to provide all personal data that may be required in terms of this Agreement, the Lessee hereby authorises the Lessor to obtain any such missing personal data from the Pharmacy of Your Choice (POYC) Unit, and POYC Unit is duly authorised by the Lessee to divulge this information given by the Lessee on this Agreement.
 - (iv) The Parties hereby confirm and undertake that they shall respectively abide by their obligations in accordance with the provisions of the Data Protection Act (Cap 586 of the Laws of Malta), and the General Data Protection Regulation (EU Regulation 2016/679) and any other applicable legislation or binding regulations implementing them or made in pursuance thereof from time to time.
 - (v) In line with the requirements set out by law, the Lessor hereby confirms that personal data shall not be shared with any other person or entity, except as provided in this Agreement and shall only be processed for the purposes of its obligations in terms of this Agreement. The Lessee may address any query or data access request to the Lessor using the contact details provided on this document, and is also reminded that s/he may at any time lodge a complaint with the Information and Data Protection Commissioner (www.idpc.gov.mt).

By signing this agreement The Parties agree to the Terms of Services outlined above in full.

SIGNED: _____

SIGNED: _____

NAME : _____

NAME : _____

REFERRED TO / O.B.O THE LESSEE

O.B.O THE LESSOR

Name of Pharmacy: _____