

CLASSIFICATION: CONFIDENTIAL - COMMERCIAL IN CONFIDENCE

System C – Terms and Conditions for G-Cloud 15

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1 Acceptable Use Policy

The Buyer must only use the Licensed Software in accordance with the Authorised Purpose and Supplier Licence Terms having regard to any Licensing Restrictions.

The Buyer must comply with the Authority Responsibilities and its other Contractual obligations.

2 Supplier Shared Responsibility Model

2.1 Introduction

The responsibilities of the Buyer set out in this document and any other responsibilities of the Buyer set out in the Call-Off Contract, associated Schedules, Statement of Work and Implementation Plan shall constitute the Buyer Responsibilities and or Authority Responsibilities.

The responsibilities specified shall be provided to the Supplier free of charge, unless otherwise agreed between the parties.

2.2 General Obligations

The Buyer shall:

- a. perform those obligations which are set out in the Call-Off Contract and the Paragraphs of the Schedules;
- b. provide the Supplier with access to appropriate members of the Buyer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term;
- c. provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under the Call-Off Contract and as defined in any agreed Implementation Plan;
- d. provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of the Call-Off Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer;
- e. procure for the Supplier such agreed access and use of the Buyer's premises, facilities, including remote access to relevant ICT systems as is reasonably required for the Supplier to comply with its obligations under the Call-Off Contract, such access to be provided during the Buyer's normal working hours on each Working Day or otherwise as agreed by the Buyer (such agreement not to be unreasonably withheld or delayed); and
- f. procure End Users of the Licensed Software comply with any end user notices incorporated into the Licensed Software relating to the operation of the same.

3 Supplier Licence Terms

In consideration of payment of the relevant licence fees and subject to the Licensing Restrictions set out in Schedule 5 (Pricing Details) of the Call-Off Contract the Supplier grants the Buyer, its employees and any partner agencies a non-exclusive, non-transferable licence for the Term to use the Software in order to receive the Services defined in the Call Off Contract and for back up, installation and training purposes ("Authorised Purpose").

The Supplier will procure that the licensors of the Third Party Software grant licences to the Buyer on the same terms set out in this Licence. The Buyer shall comply with the terms of such Third Party licences.

The Buyer agrees:-

- a. that all copyright and other intellectual property rights in the Software and the Documentation will at all times, as between the Supplier and the Buyer, remain vested in the Supplier;
- b. to ensure that all persons from time to time having access to the Software (or any part of it) do not copy or duplicate the Software (except insofar as the making of copies is expressly permitted for the Authorised Purpose or is permitted for the purposes of disaster recovery) nor make any disclosure relating to the Software or its performance or functionality to any third party without the Supplier's prior written consent;
- c. to effect and maintain adequate security measures to safeguard the Software from theft or access by any person other than an employee of the Buyer acting in the normal and proper course of his or her employment or a Supplier or agent acting in the normal and proper course of fulfilling their contractual obligations; and
- d. to follow all reasonable instructions given by the Supplier from time to time with regard to the use of the Software.

The Buyer's rights to use the Software and Documentation are subject to the following restrictions which shall apply at all times save to the extent permitted for the Authorised Purpose:

The Buyer must not transfer, assign, sub-license, charge or otherwise dispose of or encumber or grant rights over the Software (and each part of it), nor attempt to do any such thing without the Supplier's prior written consent;

The Buyer must not copy, reproduce or adapt in any way the whole or any part of the Software in machine or eye readable form, except that the Buyer may make and maintain sufficient copies of the Software in machine readable form for use of the Software and the normal back-up, installation and training purposes.

4 Supplier Data Processing Schedule – All Products

4.1 Hosted

4.1.1 Data Processor Contract Schedule – EPR (Hosted)

Description	Details
Subject matter of the processing	The installation, testing and ongoing support and maintenance of the Supplier System. The Supplier, as part of this Call-Off Contract, can be requested to access some aspect of patient data to return and maintain the integrity of a patient's record.
Duration of the processing	During the Term of the Agreement.
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data for the purposes of: - the installation and testing of a PAS/EPR System; - the provision of a support and maintenance service in respect

	of a PAS/EPR system; and the storage of Buyer data on the Cloud with a local copy of the data on Buyer managed servers.
Personal Data	- Name - Address - Date of Birth - Telephone number.
Special Categories of Data	- State of Health - Racial or ethnic origin - Religious or philosophical beliefs - Data concerning health or sex life and sexual orientation - Any Safeguarding plans/schedules in place - Genetic and biometric data may be processed in the future, if required.
Categories of Data Subject	- Patients - Relatives, guardians and associates of the data subjects - Advisers, consultants and other professionals involved in the care and treatment of the data subjects.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

4.1.2 PAS (Hosted)

Please refer to the Data Processor Contract Schedule for the EPR solution.

4.1.3 Emergency Department (Hosted)

Please refer to the Data Processor Contract Schedule for the EPR solution.

4.1.4 Clinicals (Hosted)

Please refer to the Data Processor Contract Schedule for the EPR solution.

4.1.5 Data Processor Contract Schedule – Pharmacy - EPMA (Hosted)

Description	Details
Subject matter of the processing	The Supplier is under contract to provide one or more Services to the Buyer. The provision of these Services to the Buyer necessitates the Supplier Processing data including Personal Data and special category data on behalf of the Buyer.

Duration of the processing	During the Term of the Agreement.
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data for the purposes of: - the installation and testing of the Supplier's Software; - the storage of Buyer data on the Cloud with a local copy of the data on Buyer managed servers; and - the provision of a support and maintenance service in respect of the Supplier's Software.
Personal Data	Any data stored within the Buyer's application database relating to a Buyer patient or member of staff. <u>Patient</u> Name Date of birth Address NHS number / local identifier Telephone number Email address <u>Guardian / carer / next of kin / partner / biological father</u> Name Date of birth Address Telephone number Email address <u>Staff</u> Name Role GMC number NMC Pin Work telephone number Work mobile telephone number Work email address.
Special Categories of Data	- Data concerning health - Racial or ethnic origin

	- Religious or philosophical beliefs - Data concerning health or sex life and sexual orientation.
Categories of Data Subject	- Buyer patients and relatives, guardians and associates of Buyer patients - Advisers, consultants and other professionals involved in the care of the Buyer patients.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

4.1.6 Child Health (Hosted)

Description	Details
Subject matter of the processing	The Supplier is under contract to provide one or more Services to the Buyer. The provision of these Services to the Buyer necessitates the Supplier Processing data including Personal Data and special category data on behalf of the Buyer.
Duration of the processing	During the Term of the Agreement.
Nature and purposes of the processing	It is recognised that access to information and effective information services have a key role to play in supporting and improving outcomes for children's health and wellbeing as well as in the protection and safeguarding of children. To enable these objectives to be achieved, in November 2016, NHS England and the National Information Board published Healthy Children Transforming Child Health Information. This strategy aims to deliver a fully digital and interoperable service to achieve two key objectives: - Knowing where every child (0-19) is and how healthy they are; and - Providing appropriate access to information for all involved in the care of children. The processing is to provide an accurate active electronic record for each child aged 0-19 years managed by the Customer. This includes the child population resident within the local area, the child population registered with GP practices in the local area, and all children who are in schools within the local area but are neither locally registered nor locally resident. Processing will include recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, analysis, restriction, erasure

	or destruction of data (whether or not by automated means). Activities to include; • Registering of births • Scheduling immunisation appointments Scheduling health visitor checks • Scheduling school activity and school immunisations Movements of records from one area to another Reporting compliance with the Healthy Child Programme • And any additional processing which is incidental to the above including but not limited to organising, adapting and altering • data, retrieving, consulting or using data.
Personal Data	• Name • Address Date of Birth • Telephone number Special Categories of Personal Data (health) Information to be held in the Child Health Record includes: • NHS #, • registered GP • antenatal and new birth visits • gestation age • birth details • notification of death • screening results • immunisation (including pre and post immunisation testing and results) • growth measurements (head circumference, height and weight) • progress reviews (608 weeks, 1 year, 2-2.5 year reviews) • breast feeding indicators • social care information • mental health issues • Significant acute or chronic disorder • Significant family history including adoption • Long-term disorders and therapy • Disability and or complex conditions • Special educational needs Education, Health & Care Plan (EHC) • Child in need assessment • Common assessment framework • Safeguarding issues; drug/alcohol use, domestic violence support • 'Looked after' child assessment • Child protection plan • Maternal health The processing may include all datasets specified in Public Health England Output and Information Requirements Specification: for the Child Health information service and systems, published at Child_Health_Information_240315.pdf
Special Categories of Data	• State of Health • Racial or ethnic origin

	- Religious or philosophical beliefs - Data concerning health or sex life and sexual orientation - Any Safeguarding plans/schedules in place - Genetic and biometric data may be processed in the future, if required.
Categories of Data Subject	- Patients (children) - Relatives, guardians and associates of the data subjects - Advisers, consultants and other professionals involved in the care and treatment of the data subjects
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

4.1.7 Data Processor Contract Schedule – BadgerNet Maternity and Neonatal (NN) (Hosted)

Description	Details
Subject matter of the processing	The Supplier is under contract to provide one or more Services to the Buyer. The provision of these Services to the Buyer necessitates the Supplier Processing data including Personal Data and special category data on behalf of the Buyer.
Duration of the processing	During the Term of the Agreement.
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data for the purposes of: - the installation and testing of the Supplier's Software; - the storage of Buyer data on the Cloud with a local copy of the data on Buyer managed servers; and - the provision of a support and maintenance service in respect of the Supplier's Software.
Personal Data	Any data stored within the Buyer's application database relating to a Buyer patient or member of staff. <u>Patient</u> Name Date of birth Address

	NHS number / local identifier Telephone number Email address Photographic images <u>Guardian / carer / next of kin / partner / biological father</u> Name Date of birth Address Telephone number Email address <u>Staff</u> Name Role GMC number NMC Pin Work telephone number Work mobile telephone number Work email address Work pager
Special Categories of Data	• Data concerning health • Racial or ethnic origin • Religious or philosophical beliefs • Data concerning health or sex life and sexual orientation
Categories of Data Subject	• Buyer patients and relatives, guardians and associates of Buyer patients • Advisers, consultants and other professionals involved in the care of the Buyer patients
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

4.1.8 Data Processor Contract Schedule – ChemoCare (Hosted)

Description	Details
Subject matter of the processing	The licensing and support and maintenance of a chemotherapy prescribing system.
Duration of the processing	During the Term of the Agreement
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data for the purposes of: - creating a care record; - the storage of Buyer data on the Cloud with a local copy of the data on Trust managed servers; and - the provision of a support and maintenance service in respect of the Supplier's Software.
Personal Data	Demographic data and clinical information related to cancer care.
Special Categories of Data	- Data concerning health - Racial or ethnic origin.
Categories of Data Subject	- Buyer patients and relatives, guardians and associates of Buyer patients. - Advisers, consultants and other professionals involved in the care of the Buyer patients.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

4.1.9 CareFlow AI (Hosted)

Please refer to the Data Processor Contract Schedule for the EPR solution.

5 Application Support Policy

- Service Levels will be measured separately against each Licensed Software product provided in the Contract that is in live use (e.g. EPR, PSC, EPMA, BadgerNet Maternity/NN and ChemoCare).
- All measurements will be taken monthly in accordance with the Service Period unless otherwise stated.

Ref	Key Performance Indicator (KPI)	KPI description	Measurement / Allocation	Target Performance Level (TPL)	Service Points	Rectification Plan Threshold
1	Help Desk Response	Time to respond to Severity Level 1 incident	The time elapsed between the notification of the incident and the Help Desk Response	Incident responded to within 1 hour	As specified by the Supplier in the Order Form.	As specified by the Supplier in the Order Form.
2	Help Desk Response	Time to respond to Severity Level 2 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 1 above	Incident responded to within 2 hours during Help Desk Hours.		
3	Help Desk Response	Time to respond to Severity Level 3 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 1 above	Incident responded to within 1 Working Day		
4	Help Desk Response	Time to respond to Severity Level 4 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 1 above	Incident responded to within 3 Working Days	Service Incident/s which do not meet TPL are raised at service review meetings	N/A
6	Help Desk Resolution	Time to resolve Severity Level 1 incident	The time elapsed between the Help Desk Response and the Help	Incident resolved within 8.5 hours	As specified by the Supplier in the Order	As specified by the Supplier in the Order

Ref	Key Performance Indicator (KPI)	KPI description	Measurement / Allocation	Target Performance Level (TPL)	Service Points	Rectification Plan Threshold
			Desk Resolution		Form.	Form.
7	Help Desk Resolution	Time to resolve Severity Level 2 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 6 above	Incident resolved within 5 Working Days.		
8	Help Desk Resolution	Time to resolve Severity Level 3 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 6 above	Incident resolved within 10 Working Days		
9	Help Desk Resolution	Time to resolve Severity Level 4 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 6 above	Incident resolved within 10 Working Days	Service Incident/s which do not meet TPL are raised at service review meetings	N/A
11	Availability	Live System available to end users	Minutes of uptime achieved in the month divided by total number of minutes in month after Permitted Maintenance and Emergency Maintenance deducted	95% ¹	As specified by the Supplier in the Order Form.	As specified by the Supplier in the Order Form.

¹ Availability KPIs accrue Service Points in circumstances where the Live System ('System' being the whole system, e.g. EPR, PSC, EPMA, BadgerNet Maternity/NN and ChemoCare) is unavailable to all of its users and the TPL is not met.