

Licence Agreement

Customer: [Client name]

Blueteq Ltd
Unit A5
Endeavour
Business Park
Penner Road
Havant
PO9 1QN

Version 1.0 –
01/03/2023

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Version Control

DATE	DESCRIPTION	VERSION NUMBER	AUTHOR
01/03/2023	Licence Agreement	V1.0	Graham Simmonds

1 Definitions

The “Customer”	[Client Name]
The “Customer Representative”	[Operations Contact]
The “Data Controller(s)”	[Client Name]
The “Supplier”	Blueteq Ltd
The “Licence Agreement”	A document that covers both the Annual Licence to use the systems and the service definition
“Business Day”	Any day other than Saturday, Sunday, Christmas Day, Good Friday, or a statutory bank holiday in England & Wales
The “Date of Commencement”	The Date the “Licence Agreement” is signed by the “Customer”
“Implementation Fee”	A one off fee payable by invoice at “Date of Commencement” – Net 30 Days
The “System Delivery Date”	The Date that the system will be delivered with the agreed functionality
The “General Data Protection Regulation Addendum”	A Data Processing Agreement between Blueteq Ltd and the “Customer” which forms part of this “Licence Agreement”

2 Date of Commencement

The “Licence Agreement” will run from the “Date of Commencement” and replace any previous Agreement between the “Customer” and the “Supplier”.

The Annual Licence to use the system and services outlined in the agreement will run for a minimum period of 1 year from the “System Delivery Date”.

3 Systems & Organisations Covered by this Agreement

- Synchroteq Service Management System

Covering use by the following organisation(s)

- .....

The system must not be used outside of the list above without the express agreement of Blueteq Ltd and any changes to the list must be agreed in writing.

4 Licence Agreement

4.1 Your right to use the software

For the period of this Agreement only, the “Supplier” grants to the “Customer”, and by the “Customer’s” use of the Software, the “Customer” accepts, pursuant and subject to the terms and conditions of this “Licence Agreement”, a right to use the software defined in Para 3., solely and strictly in accordance with the terms, conditions, and restrictions applicable to the “Licence Agreement”, as described herein.

4.2 Software Title Ownership

The “Supplier” shall have sole and exclusive ownership of all right, title, and interest in and to the software defined in Section 3 - Systems Covered and all modifications and enhancements thereof.

4.3 Sub-Licensing of the Software

The Synchroteq software licence is applicable only to the “Customer” set out in this agreement. The “Customer” cannot sub-license or transfer this software licence to any other organisation without the written express permission of the “Supplier”.

The Blueteq Provider Trust System software licence is applicable only to the “Customer” and their partner organisations as agreed with the “Supplier”.

5 Service Definition

This “Licence Agreement” offers the following elements of support to all of the systems mentioned in Section 3 as detailed below:-

5.1 Unlimited telephone/email/web-based support

Contacts will be answered between the hours of 9.00am and 5:30pm, Monday to Friday.

If not answered immediately, all contacts will be responded to within 4 working hours.

If the person responsible for the contact, via the prescribed telephone number, is not available when their contact is returned, every effort will continue to be made to make contact with them.

Agreement will be reached with the user as to the action required and the timescale involved in closing the contact.

To help with the co-ordination of support contacts, the “Customer” Representative will act as the nominated contact to co-ordinate support contacts and avoid duplication.

5.2 Bug Fixing

Definition of a “bug”:

- where selecting a function produces an error message
- where information is returned incorrectly or inaccurately
- where a function does not perform as stated in any documentation issued by Blueteq Ltd

This definition specifically excludes the situation where a function is operating correctly according to the documentation but where the user expected a different outcome. This scenario is covered under “Minor Enhancements”.

Process and Response Times:

- A bug fix is reported either by telephone, email, or the web-based support method
- Acknowledgement of the contact will be made within 4 hours
- A timescale for fixing the bug will be agreed with the “Customer”
- Details of the contact, timescales and the successful closure of the contact will be logged

5.3 Minor Enhancements

There is no provision set within this “Licence Agreement” for additional development hours but covers any ‘reasonable’ minor enhancements to the system only:

- Synchroteq Service Management System

A minor enhancement is a change requested by a user that does not involve more than two hours of development time.

If any additional services or additional significant functionality or features, are requested, these will be subject to quotation.

5.4 System Delivery

The system(s) will be delivered on the “System Delivery Date”

- The following hosted resources will be supplied to ensure that the Synchroteq System can be delivered with satisfactory performance to the client’s desktop:

- Web server running the ASP.NET framework with a valid security SSL certificate that supports the AES 256 encryption algorithm, in accordance with Microsoft's published system requirements.
- SQL server database server with an expanding space requirement and in accordance with Microsoft's published system requirements
- Burstable 100Mb internet connection
- The system and its data storage and processing functions will always be hosted within a UK-based data centre. No data processing of any kind will be performed outside of the UK.

5.5 Web Server & Database Server Back Up and Monitoring

The ‘Blueteq Disaster Handling and Business Continuity Plan 2022’ describes in detail the backup and recovery procedures in place should Blueteq be subject to any untoward event.

The latest copy of the plan has been attached as an addendum to this agreement. As it is regularly updated, please ask for an updated version at any time.

5.6 Business Continuity

In the event of catastrophic failure of either the web or the database servers, this “License Agreement” covers the restoration of the system and/or the database software and data. Restoration of a system will be completed within a maximum of 48 hours.

5.7 Circumstances beyond our control

We will endeavour to be as flexible as possible in the operation of this “Licence Agreement”. However, we will not be held responsible for the failure of the following items:

- Failure of the LAN or WAN links at the client’s sites
- Hardware failure at any of the client’s sites
- Operating system or software configuration issues at any of the “Customer” sites
- Other services that are not covered under this “Licence Agreement”

6 Costs

The following table sets out the costs associated with this “Licence Agreement”.

Initial Implementation Charge From “Date of Commencement”	£..... (Single one off payment)
12 month Licence and Services From the “System Delivery Date” (Inc. Online Submissions)	£..... per annum

These prices are exclusive of VAT.

6.1 Price Review

The prices stated within this agreement will be fixed for the minimum period of the agreement.

The price(s) will be subject to an annual review and any change will be reviewed from the anniversary of the “The Date of Commencement” to be applied from the “System Delivery Date”. The “Supplier” will give 30 days’ notice to the “Customer” of any change in price.

7 Payment Terms

Payment via invoice - to be paid within 30 days of the date on the invoice

7.1 Payment not received

Under this agreement payments are due within 30 days of the invoice date. Should the "Customer" fail to pay within this period the "Supplier" will follow this procedure:

- Contact the "Customer" as soon as possible alerting them to this failure to pay and agree a plan of action for the payment to be made.
- 30 days from the date of this notification the "Supplier" will write again to notify the "Customer" that payment must be received within 7 days.
- If no payment is received after the 7 day period has elapsed a notice of breach will be issued as per Section 9.

8 Termination of this "Licence Agreement"

The "Customer" may terminate this "Licence Agreement" by giving six months' notice to the "Supplier", in a letter signed by the authorised budget holder. The date of termination cannot be set within the minimum period of the "Licence Agreement" defined in Section 2.

The "Supplier" is required to give six months' notice of the date of termination of the "Licence Agreement" in writing to the "Customer".

Upon termination of this "Licence Agreement", the "Customer" agrees to pay the "Supplier" for the Services which have been completed by the "Supplier" in accordance with this "Licence Agreement" prior to termination of this "Licence Agreement".

On termination of the "Licence Agreement" the data will be returned as a single Microsoft Server backup file. This will ensure that a complete record of all data, including any uploaded documents and the audit trail, is returned.

Once the "Data Controller(s)" have verified that their data has been received successfully and is complete, all data will be removed permanently and irretrievably from the Blueteq database server farm. A Certificate of Data Destruction will be issued to the "Data Controller(s)".

9 Consequences of Breach or Similar

In the circumstances that either one of the parties fails to meet their obligations under this "Licence Agreement" they will be subject to the following conditions:

9.1 A written notice of the breach will be sent to the party in breach.

9.2 The party in breach will be allowed the opportunity to propose a solution which must be approved by both parties in writing and implemented within the timescales referred to in the agreed solution.

9.3 Any failure by the party in breach to comply with the following points will constitute a material breach and will be dealt with in accordance with Section 9.4.

- Fail to put forward and agree a solution within a period of ten (10) Business Days (or other period mutually agreed by both parties) from the notice of breach.
- Fail to comply with the details agreed in the solution proposed
- Fail to remedy the breach within the agreed timescales for implementation.

7.4 In the case of a material breach by either party (as outlined in Section 9.3), a notice of termination will be issued in writing as per Section 8.

10 Changing the Terms of this Agreement

The “Supplier” will inform the Customer representative of any changes to the terms of this “Licence Agreement” in writing.

The “Supplier” will give a minimum of 1 (one) months’ notice of the change coming into effect.

The change will be deemed as acceptable to the “Customer” if no response is received within the one month notification period.

11 Novation of this Agreement

In the circumstance of the “Customer” transferring the responsibilities laid out in this “Licence Agreement” to another party or parties the “Licence Agreement” will automatically novate to the new party or parties and will be bound by these terms and conditions unless notified alternatively in accordance with the Termination Arrangements (Section 8).

12 Patient Data Confidentiality

Nominated Data Protection Officer for Blueteq Ltd

The Managing Director of Blueteq Ltd is nominated as the "Data Protection Officer" for Blueteq Ltd.

Supplier Employees/Contractors

Any persons employed by, or contracted to, the "Supplier", are bound by the terms of this "Licence Agreement".

Client Responsibilities

- The "Data Controller(s)" have a legal responsibility for any Personally Identifiable Data (PID) processed on its behalf by the "Supplier" and should be notified appropriately.

- To assist the "Supplier" to enable it to comply with its obligations and commitments in relation to any Freedom of Information Act request.

Supplier Responsibilities

Blueteq Ltd is responsible for processing data under the instruction of the "Data Controller(s)". It undertakes:

- The use of the data by the "Supplier" is restricted only to the purposes of supporting the use of the systems as detailed in the terms of this "Licence Agreement".

- Any changes to the system and its processing of data must be requested via the Blueteq Support System.

- If requested, to provide information in support of an audit of the supplier's Data Security and Protection Toolkit submission. A visit to the supplier's site to support this audit of information may be requested by prior arrangement only.

- To meet 'the standard' on all the 'mandatory' requirements in the relevant NHS information governance toolkit.

- To put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of data.

- To assist the "Data Controller(s)" to enable them to comply with their obligations and commitments in relation to any Freedom of Information Act request.

- To not sub-contract any processing of the data to a third party without the prior written approval of the “Data Controller(s)”. Any sub-contractors will be held to the same terms in this “Licence Agreement”.

- To report all incidents of data loss or breach in accordance with the Department of Health and/or NHS England and/or NHS Digital guidelines.

- To treat as confidential all information which may be derived from, or be obtained, in the course of the “Licence Agreement”, or which may come into the possession of the Supplier, or an employee, servant or agent, or sub-contractor of the Supplier, as a result, or in connection with the contract.

- To provide all necessary precautions to ensure that all such information is treated as confidential by the Supplier, his employees, servants, agents, or sub-contractors.

- To ensure that he, his employees, servants, agents, and sub-contractors are aware of the provisions of the applicable data protection law and that any personal information obtained from the Data Controller(s) shall not be disclosed or used in any unlawful manner.

- To have an awareness of and to comply with the Data Controller(s) Information Governance and Network Security Policy(s) as it applies to third party suppliers.

13 Business Confidentiality

Supplier responsibility – all Confidential Information relating to the “Customer” contained in this “Licence Agreement” is owned by the “Customer” and the “Supplier” has no right to use it.

Customer responsibility – all Confidential Information relating to the “Supplier” contained in this “Licence Agreement” is owned by the “Supplier” and the “Customer” has no right to use it.

Exclusions – confidential information may be disclosed by either party if:

- In connection with any Dispute resolution
- In connection with any litigation between the Parties
- To comply with the law
- To comply with disclosure obligations under the Freedom of Information Act - Any request referring to the either party’s Confidential Information will be referred to the relevant key contact in that organisation.

14 Limitation of Liability

Nothing in this “Licence Agreement” shall exclude or restrict the liability of either Party:

- for death or personal injury resulting from its negligence
- for fraud or fraudulent misrepresentation
- in any other circumstances where liability may not be limited or excluded under any applicable law
- to make any payments agreed in accordance with Section 6 and Section 7 of this Licence Agreement

Subject to the above, the total liability of each Party to the other under or in connection with this “Licence Agreement”, whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one million GBP (£1,000,000).

- There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this “Licence Agreement” whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.
- Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this “Licence Agreement”.

15 Complaints & Dispute Resolution

The Customer is requested to make their complaint in writing and send it to the Supplier marked for the attention of the Operations Director. The Supplier will contact the Customer in writing within seven days. At this stage The Supplier will give the Customer their understanding of the Customer’s case. The Supplier will also invite the Customer to make any further comments in relation to this.

Within twenty-one days of receipt of the written complaint, The Supplier will inform the Customer of the outcome of the internal investigation into the complaint in writing including any actions the Supplier has taken or will take.

If the Customer is dissatisfied with any aspect of the Supplier’s handling of the complaint or the outcome of the internal investigation, the Customer may have the matter reviewed. To instigate a review the Customer should contact the Supplier’s Managing Director, who will personally conduct a separate review of the complaint. The Supplier will contact the Customer within fourteen days with the conclusion of this review.

If the Customer remains dissatisfied with any aspect of the Supplier's internal handling of the complaint and/or review, then the Supplier will consider going to mediation with a Civil mediation provider recognised by the Civil Mediation Centre. Any fees charged for this service by the Mediation Provider will be borne equally between the Customer and Supplier.

16 Applicable Law

This "Licence Agreement" will be considered as an agreement made in England and subject to the laws of England.

17 Signatures

By signing below the Customer representative on behalf of [Clients Name] and the representative for Blueteq Ltd, agrees to the terms, conditions and costs as laid down in this Agreement.

Signature: .....

Print name: .....

Job Title: .....

Date: .....

On behalf of:

[Clients Name]
[Clients Address]

Signature: .....

Print name: .....

Job title: .....

Date: .....

On behalf of:

Blueteq Ltd:
Unit A5, Endeavour Business Park, Penner Road, Havant, PO9 1QN

Blueteq Ltd
Unit A5
Endeavour Business Park
Penner Road
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General Data Protection Regulation Addendum

Author: Graham Simmonds

Version 1.3

January 2020

Version Control Table

Date	Description	Version Number	Author
16/02/2018	Initial Draft	1.0	Graham Simmonds
07/03/2018	Updated	1.1	Jo Leeming
25/04/2018	Change of Address	1.2	Jo Leeming
21/01/2020	Removal of 'subject to Royal Assent' and change from 'EU' to 'UK'	1.3	Jo Leeming

1 Definitions

Party: A Party to this Agreement

Customer: As described on page 1 of the Licence Agreement. (This can be the "Data Controller", or a party commissioned to work on behalf of the "Data Controller")

Data Controller(s): The Statutory Bodies listed in the Licence Agreement as" Data Controllers"

Agreement: this contract

Licence Agreement: the agreement of which this addendum forms a part.

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which Blueteq Ltd is bound to comply.

Blueteq Ltd Personnel: means all directors, officers, employees, agents, consultants, and contractors of Blueteq Ltd and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.

GDPR CLAUSE DEFINITIONS:

Data Protection Legislation:

(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time

(ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy;

(iii) all applicable Law about the processing of personal data and privacy.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by Blueteq Ltd under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

LED: Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

Sub-processor: any third Party appointed to process Personal Data on behalf of Blueteq Ltd related to this Agreement.

2 DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the only processing that Blueteq Ltd is authorised to do is listed in Schedule 1.

1.2 Blueteq Ltd shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

1.3 Blueteq Ltd shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

i. a systematic description of the envisaged processing operations and the purpose of the processing;

ii. an assessment of the necessity and proportionality of the processing operations in relation to the Services;

iii. an assessment of the risks to the rights and freedoms of Data Subjects; and

iv. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 Blueteq Ltd shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

i. process that Personal Data only in accordance with Schedule 1, unless Blueteq Ltd is required to do otherwise by Law. If it is so required Blueteq Ltd shall promptly notify the Customer before processing the Personal Data unless prohibited by Law.

ii. ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

a. nature of the data to be protected;

b. harm that might result from a Data Loss Event;

c. state of technological development; and

d. cost of implementing any measures.

iii. ensure that :

a. Blueteq Ltd personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1).

b. it takes all reasonable steps to ensure the reliability and integrity of any Blueteq Ltd Personnel who have access to the Personal Data and ensure that they:

i. are aware of and comply with Blueteq Ltd's duties under this clause;

ii. are subject to appropriate confidentiality undertakings with Blueteq Ltd or any Sub-processor;

iii. are informed of the confidential nature of the Personal Data and do not publish, disclose, or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

iv. have undergone adequate training in the use, care, protection, and handling of Personal Data; and

v. not transfer Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

a. the Customer or Blueteq Ltd has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

b. the Data Subject has enforceable rights and effective legal remedies;

c. Blueteq Ltd complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best

endeavours to assist the Customer in meeting its obligations); and

d. Blueteq Ltd complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless Blueteq Ltd is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, Blueteq Ltd shall notify the Customer immediately if it:

i. receives a Data Subject Access Request (or purported Data Subject Access Request);

ii. receives a request to rectify, block or erase any Personal Data;

iii. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

iv. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

v. becomes aware of a Data Loss Event.

1.6 Blueteq Ltd's obligation to notify under clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

1.7 Taking into account the nature of the processing, Blueteq Ltd shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

i. the Customer with full details and copies of the complaint, communication or request;

ii. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

iii. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

iv. assistance as requested by the Customer following any Data Loss Event;

v. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

vi. Blueteq Ltd shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

1.8 Blueteq Ltd shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

1.9 Blueteq Ltd shall have a designated Data Protection Officer/Information Governance Lead.

1.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, Blueteq Ltd must:

i. notify the Customer in writing of the intended Sub-processor and processing;

ii. obtain the written consent of the Customer;

iii. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

iv. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

1.11 Blueteq Ltd shall remain fully liable for all acts or omissions of any Sub-processor.

1.12 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. This agreement may be amended to ensure that it complies with any guidance issued by the Information Commissioner's Office by following the process laid down in the Section "Changing the Terms of this Agreement" of the License Agreement.

3 Schedule 1 - Processing, Personal Data and Data Subjects

1.1 Blueteq Ltd shall comply with any further written instructions with respect to processing by the Customer.

1.2 Any such further instructions shall be incorporated into this Schedule.

Description	***Details***
Subject matter of the processing	Blueteq Ltd is an IT Service Provider, offering secured storage, maintenance back up and support services to the Customer.
Duration of the processing	The duration is defined in the Licence Agreement from the Commencement Date to the Date of Termination of the agreement.
Nature and purposes of the processing *Continued..*	Blueteq Ltd provides services as a data processor to the Customer in the following areas:- 1. **Application development** – this service covers the development of the application in accordance with the customer's specification. This will take place in a development environment using fictitious patient data. There will be a necessity to test against live patient data occasionally. 2. **Secured system hosting services** – this service covers the publication of the application via a secured web server. This function does not require access to live patient data under normal circumstances. 3. **Encrypted private storage** – this service covers the storage of demographic, clinical and administrative data in an encrypted environment. 4. **Application support –** this service covers the daily support of the applications. This will involve fixing problems or making changes to the systems. This support is always initiated by a client request. Please note:- 1. All testing of the systems is carried out within a development environment using fictitious patient data whenever possible. 2. No live patient data will be viewed for support purposes unless there is a proven need i.e. a reported issue with a particular patient record. It will be viewed only within the clauses of this addendum.
Types of Personal Data	**Individual Funding Request & Clinical Systems** – first name and surname, address, Date of Birth, NHS Number, gender, title, ethnicity, and registered GP practice.

Categories of Data Subject	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	The data will be returned to the Customer within 30 days of the termination of the Licence Agreement. The process is described in "*Termination of the "Licence Agreement*"" section of the Licence Agreement.