

Supplier Terms for G-Cloud 15

These are the Supplier Terms for the Graphnet Health Limited Population Health offering on G-Cloud 15.

These Supplier Terms have been drafted to align with the G-Cloud 15 Framework Agreement (“Framework”) and will form part of an agreed Call-Off Contract between a Buyer and the Supplier (“Graphnet”).

Part 1 – Supplier License Terms

1. These terms and conditions govern the use of the Graphnet Population Health software (hereinafter referred to as the “Software”):
 - 1.1. Graphnet owns all Intellectual Property Rights in the Software, including any enhancements, updates or upgrades thereto.
 - 1.2. Graphnet grants to the Buyer and each Service Recipient Organisation (and the Buyer and the Service Recipient Organisations accept) a non-exclusive, non-transferable term-based licence for the registered End Users and Citizen Users of the Buyer and each Service Recipient Organisations to use the Software to share Data for direct care and secondary use purposes within the geographical areas covered by the normal operations of the Buyer and each Service Recipient Organisation as at the Start Date and in their respective testing and training environments.
 - 1.3. The licence granted in paragraph 1.2 is subject to the following conditions:
 - 1.3.1. There shall be no sub-licensing to any third parties.
 - 1.3.2. The licence subsists only during the term agreed and for which the relevant fees and charges have been paid.
 - 1.3.3. The Buyer and the Service Recipient Organisations shall not (and shall procure that their End Users shall not):
 - 1.3.3.1. Copy, reverse engineer, de-compile, or disassemble the licenced Software except to the extent that Graphnet cannot prohibit by law;
 - 1.3.3.2. remove any trademark, trade name or copyright notice or other notice from the Software or any related documentation; or
 - 1.3.3.3. use the Software in any manner which does not comply with the provisions relating to intellectual property rights of Graphnet.
 - 1.3.4. The Buyer shall:
 - 1.2.4.1 procure that each End User, Citizen User and Service Recipient Organisation is aware of, and complies with, the obligations and restrictions imposed on the Buyer under the Call-Off Contract and this Licence, including all obligations and restrictions relating to Graphnet’s confidential information and intellectual property rights; and
 - 1.2.4.2 be liable for the acts and omissions of the Service Recipient Organisations, End Users and Citizen Users as if they were its own.

2. In these licence terms (and where the context so requires in the Call-Off Contract) the following words and phrases will have the meanings assigned to them as follows:

Citizen Users	means patients of and citizens served by a Service Recipient Organisation (if applicable as confirmed in the Call-Off Contract).
Data	mean the data which Graphnet is authorised to process by the Buyer.
End User	means employees, contracted staff, principles or partners of the Buyer and or of the Service Recipient Organisations permitted by the Buyer or Service Recipient Organisations to use the Software.
Service Recipient Organisations/SROs	means the following organisations: [List Service Recipient Organisations] Service Recipient Organisations may be amended subject to the written agreement of Graphnet and the Buyer.

3. Charges

- 3.1 The Charges for Graphnet's services will be agreed upon in the Call-Off Order Form.
- 3.2 Graphnet reserves the right to adjust the Charges annually to reflect changes in the Consumer Price Index published by the Office of National Statistics over the preceding 12 months.

Part 2 – Supplier Service Level Agreement

1. The Service Levels applicable to the Software are set out in Graphnet's Services Description. Graphnet will use reasonable endeavours to meet these Service Levels and no service credits will apply in the event that it does not, unless otherwise agreed and recorded in the Call-Off Contract.
2. Support for the Software shall not include the diagnosis or rectification of any incidents or faults resulting from:
- 2.1 improper use of the Software;
 - 2.2. repair, adjustment, alteration, modification of the Software or their merger (in whole or part) with any other software except any such modification or merger carried out by Graphnet or with its express written consent;
 - 2.3. use of the Software for purposes for which they were not intended by Graphnet;
 - 2.4. use of the Software by End Users other than those currently permitted and paid for;

- 2.5. the failure of the Buyer to implement recommendations, solutions or workarounds and or to install Release Updates/New Versions when these have been made available by Graphnet;
 - 2.6. faults in the Buyer systems or other systems, feeds or peripheral equipment with which the Software are integrated or networked;
 - 2.7. faults in or changes made to Buyer systems or other systems from or to which the Software are used to collect or deliver data (unless Graphnet has been given sufficient prior notification and necessary technical details of such changes in order for Graphnet to make the appropriate changes to the Software for which there may be Additional Charges payable if they are not within the scope of a Release Update)
 - 2.8. Disasters affecting the Buyer's systems or incidents at the Buyer's sites, or involving sites, systems or technical environments on which the Buyer depends, including a failure, impairment or lack of connectivity of any system or service beyond Graphnet's control or on which it relies;
 - 2.9. inherent inaccuracy in or corruption of the Data;
 - 2.10. the re-loading or re-bulking of data from GPs' or hospital systems;
 - 2.11. any fault that a suitably skilled and competent person providing first line helpdesk support would, in the Graphnet's reasonable judgement, have been capable of resolving without reference to Support.
 - 2.12. the Buyer not carrying out the Buyer Responsibilities in a timely way.
3. Graphnet shall upon request provide support notwithstanding that the fault results from circumstances set out in paragraph 2 or are otherwise outside Graphnet's control however Graphnet shall then be entitled to payment of its reasonable additional charges for such work and Graphnet will, as soon as practicable after it becomes aware of the relevant circumstances, advise the Buyer that such additional charges are being incurred, keep the Buyer informed on a regular basis of the then likely extent of the charges and in the event that there is a dispute about the appropriateness or amount of the same it shall be referred to the dispute resolution procedure set out in the Agreement.
 4. The Buyer's first line support desk call logging procedure. Issues shall be logged by the Buyer's first line support team using Graphnet's nominated incident-management system (currently JIRA) to the second line help desk with the following minimum information (which may be varied on reasonable notice from time to time as technically necessary for the provision of the services):
 - 4.1. Buyer Name
 - 4.2. Product details
 - 4.3. Date/ Time of problem
 - 4.4. Impact on End User
 - 4.5. Details of the problem, which will vary but should comprise:
 - 4.5.1. exact steps to replicate the issue;
 - 4.5.2. whether it affects all users;

- 4.5.3.whether it affect all patients;
 - 4.5.4.whether the error occurs all the time or intermittently;
 - 4.5.5.if it is intermittent is there a pattern - does it happen at times of peak usage;
 - 4.5.6.whether any maintenance tasks (backups etc.) were running at the time;
 - 4.5.7.whether any SQL queries, other than those used by the Software, were running;
 - 4.5.8.whether there have been recent changes to the environment such as:- software installations changes to the operating system / software patches applied/ firewall configuration undertaken/ software configuration undertaken;
 - 4.5.9.details of the browser (+ version) being used;
 - 4.5.10. whether there is adequate available disk-space on all drives; and
 - 4.5.11. where relevant, screenshots of the issue and any error message details should be included.
- 5. Where incidents involve third party software or feeds or interfaces to the Software (such as GP extracts, interfaces to PAS systems) and which software feeds or interfaces are not maintained by Graphnet the incidents will not be subject to the Service Levels.
 - 6. Where Graphnet is the supplier of or interfaces to software that is not its own proprietary software it will report any incidents to the responsible third party and use its best endeavours to Resolve the incidents as speedily as reasonably practicable.