

# patientMpower Ltd: G-Cloud 15 Terms and Conditions

## Part A: Order Form & Contractual Summary

### 1. Framework & Call-Off Term

| Provision              | Details                                                                                                                                                                                                |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Framework              | G-Cloud 15                                                                                                                                                                                             |
| Start Date             | Subject to clause 1.2 in Part B.                                                                                                                                                                       |
| Initial Term           | Up to 24 months.                                                                                                                                                                                       |
| Extension Period       | Buyer may extend for 1 period of up to 6 months. Extensions beyond 24 months (up to 2 periods of 12 months) require Supplier compliance with exit plans and GDS Spend Controls for central government. |
| Re-Opening & Refreshes | Pricing and services may be refreshed at the 18-month and 36-month re-opening intervals as permitted by the Open Framework structure                                                                   |
| Termination (Supplier) | At least 90 Working Days notice for undisputed sums (Clause 18.6).                                                                                                                                     |

|                     |                                                                  |
|---------------------|------------------------------------------------------------------|
| Termination (Buyer) | Maximum 30 days notice for "Ending without cause" (Clause 18.1). |
|---------------------|------------------------------------------------------------------|

## 2. Service Scope (Lot 2b: SaaS)

- Core Service (SaaS): Provision of remote patient monitoring software and technology configuration. Associated software capabilities including spirometry quality control feature, workflow automation feature, patient education, virtual consultation & tailored alerts provided via phone, SMS, or email.
- Implementation Support Services (provided as per SFIA rate card):
  - Onboarding - Technical training for patients and education for healthcare staff.
  - Offboarding - Deactivation via the platform to stop data flow; medical device return managed by the hospital.
  - Reporting - Provision of business intelligence data (e.g. user numbers, engagement levels - configurable during project configuration stage)
- Optional Services:
  - Provision of integrated medical devices (asset purchase).
  - Bespoke software feature development, bespoke service delivery e.g. managed patient onboarding, electronic medical record integration, preparation of data for e.g. audit, publication (as per SFIA rate card).

## 3. Service Level Agreement (SLA)

- Availability: Phone and Web chat support available 9am–10pm, Monday–Friday.
- Accessibility: Web chat meets WCAG 2.1 A standards.
- Support Tiers:
  - Critical (System Down): 24/7/365 support; 30-min response; <4 hour resolution.
  - Major (Core Impact): 24/7/365 support; 2-hour response; <12 hour resolution.
  - Minor (Inconvenience): Mon–Fri (7am–5pm); 4-hour response; <2 working days resolution.

## 4. Financial Terms

- Payment Method: Invoice.

- Payment Profile: 12 months licensing paid upfront, prior to license commencement.
- Late Payment: Subject to the *Late Payment of Commercial Debts (Interest) Act 1998*. Includes a 1% monthly additional fee and a £100 monthly administration fee for delays (including internal PO/sign-off delays).
- Additional charges for project slippage caused by Authority Cause may apply as per the published SFIA rate card

## 5. Liability & Insurance

- Property Defaults: Capped at £5,000,000 annually.
- Data Defaults: Capped at 125% of annual Charges.
- Professional Indemnity: Minimum £1,000,000 per claim.
- Employers' Liability: Minimum £5,000,000.

## Subcontractors & Partners

| Entity            | Role                                                                                         |
|-------------------|----------------------------------------------------------------------------------------------|
| Microsoft Azure   | Infrastructure, cloud storage, and back-end hosting.                                         |
| Twilio & Sendgrid | Automated voice calls and SMS alerts.                                                        |
| Retool            | CMS interface for patient data management.                                                   |
| Mixpanel          | Behavioral analytics of raw data collected via the patient application and clinician portal. |
| Google Workspace  | Primary company resource for email and documentation.                                        |
| Intercom          | CRM tool for app user/client communication.                                                  |
| Aircall           | Cloud-based company phone software.                                                          |

## Part B: Terms and Conditions

### 1. Formation of Contract & Precedence

- Framework Ref: The Supplier provides services under Framework Agreement RM1557.15.
- Precedence: The Call-Off Contract (Part B) and Order Form (Part A) supersede Supplier-specific terms in case of conflict.

### 2. Data Protection & Security

- Standards: Technical standards meet the NHS DTAC requirements.
- Personnel: Staff are vetted and appropriately trained. Substitutions are permitted with equivalent qualifications.
- Cyber Security: Includes a Security Management Plan (if requested) and mandatory use of up-to-date antivirus definitions.
- In accordance with G-Cloud 15 requirements, patientMpower maintains/will obtain a valid Cyber Essentials certificate within 12 months of the Framework Award Date
- In accordance with G-Cloud 15 requirements, the Supplier maintains a policy to ensure that subcontractors engaged in the processing of Personal or OFFICIAL data are aligned with mandated security standards.
- The Services meet WCAG 2.1 AA accessibility standards as required for public sector digital services

### 3. Intellectual Property Rights (IPR)

- Licensing: Supplier grants a non-exclusive, royalty-free license to the Buyer for Project Specific and Background IPRs for ordinary business activities.
- Indemnity: Supplier fully indemnifies the Buyer against third-party IPR infringement claims.

### 4. Termination & Consequences

- Material Breach: Termination with immediate effect for remediable breaches not fixed within 15 Working Days.
- Data Return: Upon termination, Supplier must promptly return all Buyer Data and destroy copies after 12 months unless legally required to retain.
- The Supplier shall pay to CCS a Management Charge of 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) each month throughout the duration of the Call-Off Contract.

- The Supplier shall ensure that all Subcontracts include a provision requiring the Supplier to pay the Subcontractor within 30 days of receipt of a valid invoice.
- The Buyer may terminate this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.
- The Supplier may withdraw Digital Platform Items at any time, subject to maintaining existing Call-Off obligations

## 5. Corporate Social Responsibility and Mandatory Reporting

**Carbon Reduction Plan (CRP):** patientMpower is committed to environmental sustainability. A current Carbon Reduction Plan, meeting the requirements of PPN 06/21, is maintained and available on our corporate website.

**Modern Slavery:** The Supplier complies with the Modern Slavery Act 2015. We maintain a Modern Slavery Statement and ensure all subcontractors within our supply chain adhere to ethical labor standards.

**Social Value:** Social Value performance reporting frequency shall be determined by the Buyer at the Call-Off stage

## **Schedule 3 – Alternative Clauses**

**Scots Law and Jurisdiction:** If requested in the Order Form, references to "England and Wales" in Clause 8.12 of the Framework Agreement are replaced with "Scotland".  
References to "tort" are replaced with "delict".

**Northern Ireland Law:** If requested in the Order Form, the Supplier will comply with all applicable fair employment and anti-discrimination legislation specific to Northern Ireland, including the Fair Employment and Treatment (Northern Ireland) Order 1998.

**Third Party Rights:** For Scottish contracts, references to the Contracts (Rights of Third Parties) Act 1999 are removed.

## Schedule 6: Glossary and Interpretations

- **Additional Services:** Any services ancillary to the G-Cloud Services in scope of the Framework.
- **Buyer Data:** All data supplied by the Buyer to the Supplier, including Personal Data and Service Data.
- **Confidential Information:** Data or information clearly designated as confidential or which ought reasonably to be considered so.
- **Data Loss Event:** Any event resulting in unauthorized access to or actual loss/destruction of Personal Data.
- **Force Majeure:** Any event beyond the reasonable control of the affected Party, excluding industrial disputes involving the Supplier's own staff.
- **Material Breach:** A serious breach or persistent failure to perform as required under the Call-Off Contract.
- **Project Specific IPRs:** IPRs in items created specifically for the purposes of the Call-Off Contract, excluding the Supplier's Background IPRs.
- **Working Days:** Any day other than a Saturday, Sunday, or public holiday in England and Wales.

## **Schedule 7: GDPR Information**

### Data Processing Roles:

- Buyer: Data Controller.
- Supplier (patientMpower): Data Processor.
- DPO: Oisín Hayes (dpo@patientmpower.com | 020 3322 4121).

### Processing Details:

- Duration: For the duration of the remote monitoring period.
- Retention: 7 years on behalf of the data controller (archived after patient monitoring ceases).
- Data Types: Name, address, mobile, email, symptoms (breathlessness), and objective measures (SpO2, Temperature, Heart rate, BP, Weight).
- Data Subjects: Patients and Healthcare staff.