



Clinical Guardian

**Supplier Terms For
G-Cloud 15 (RM1557.15)
Lot2b (SaaS)**

Clinical Guardian Overview

Clinical Guardian is a cloud-hosted Software as a Service (SaaS) solution developed by Applied Healthcare Solutions to support clinical audit and governance activity. It applies a structured methodology for auditing care and is delivered through a web-based application designed with clinical input.

Supplier Terms

Applied Healthcare Solutions Limited accept the order of preference of the documents which make up the G-Cloud 15 Framework Contract as defined by Crown Commercial Services and acknowledge that where a conflict exists, the Crown Commercial Services terms shall prevail.

The following terms are included here as Supplier Standard Terms to be incorporated into a Call-Off Contract by inclusion in the Framework Schedule 6 Order Form by agreement with a Buyer in accordance with the Framework Schedule 7 Call-Off Award Procedure.

These Terms are supplementary to the existing Framework Contract Terms that address Data Processing and Data Management. They are included here to provide greater clarity regarding the respective responsibilities between the parties to strengthen data security throughout the delivery of the Services.

Supplier Standard Terms

1. The Supplier Data Processing Agreement – Buyer Data

- a. The Buyer is to ensure that Buyer Content is limited to a pseudonymised extract from the clinical system case notes to ensure no identifiable patient data will be held by the Supplier.
- b. The Buyer will need to enlist the support of Buyer Users (who will have their own individual accounts to hold their own personal data) and will be responsible to ensure Buyer User personalised data is not used for purposes beyond the intended Services.
- c. Except to the extent the Supplier has direct obligations under data protection laws, the Buyer acknowledges that the Supplier has no control over any Buyer Content hosted as part of the provision of the Services and may not actively monitor or have visibility of the Buyer Content. The Buyer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Buyer Content and that its use (including use in connection with the Services) complies with all applicable laws and Intellectual Property Rights.
- d. If the Supplier becomes aware of any allegation that any Buyer Content may not comply with any part of the Contract the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Buyer Content hosted by the Services which is suspected of being in breach of any of the foregoing from the Services and/or disclose Buyer Content to law enforcement authorities (in each case without the need to consult the Buyer). Where reasonably practicable and lawful the Supplier shall notify the Buyer before taking such action.
- e. The Buyer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Buyer Content, including as necessary to ensure the continuation of the Buyer's business operation. The Buyer shall, without limitation, ensure that it backs up (or procures the back up of) all Buyer Content regularly (in accordance with its Buyer User's needs).

- f. The Supplier routinely undertakes regular backups of the Services (which may include Buyer Content) for its own business continuity purposes. The Buyer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Buyer Content does not become inaccessible, damaged or corrupted.
- g. The Buyer hereby authorises the Supplier to engage Microsoft in connection with web application hosting services under a service contract in accordance with the Microsoft Products and Services Data Protection Addendum, a copy of which is available from the Supplier on request. This clause meets the Supplier obligation to inform the Buyer of sub-processor engagement required under clause 3.11 of Joint Schedule 10 (Processing Data) of the Framework Contract.

2. The Supplier Specific Shared Responsibility Model – Buyer Responsibilities

- a. In order for the Services to be effective the Buyer is required to perform a number of administrative tasks in connection with the data upload from their clinical information system, the authorisation of End Users and the management of user permissions, alongside other functional activities relating to forming audit teams, defining bespoke audits and running reports.
- b. The Buyer will be wholly responsible for the management, training and actions of its personnel, and specifically for all clinical actions and decisions.
- c. The Buyer warrants that it, and all Buyer Users and all other End Users acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Buyer's organisation as necessary for use of the Services) their password or access details for the Services.
- d. If any password has been provided to an individual that is not an authorised Buyer User, the Buyer shall, without delay, disable any such passwords and notify the Supplier immediately.

These Terms support and defer to G-Cloud 15 RM1557.15 and the Crown Commercial Services Framework Contract.

Clinical Guardian provides a solid and reliable basis for audit and governance

Applied Healthcare Solutions