# EYEV: Clinical Document Send: Terms and Conditions

## G-Cloud 15 (RM1557.15) – EYEV: Clinical Document Send

Supplier: EyeV Limited

Document version: v1.0

## Contents

## 1. About these Supplier Furnished Terms

1.1 These Supplier Furnished Terms ("Supplier Terms") relate to the cloud software service known as "EYEV Clinical Document Send” (the "Service") provided by EyeV Limited (the "Supplier").

1.2 These Supplier Terms are intended to be used only where the Service is purchased under the G-Cloud 15 framework agreement (RM1557.15) and incorporated into a Call-Off Contract by reference in the Order Form.

1.3 These Supplier Terms are drafted to sit alongside (and not replace) the Call-Off Contract terms and schedules used for G-Cloud 15, which are based on the Public Sector Contract (PSC) construct and include General Terms, a Framework Award Form, Framework Schedules, Joint Schedules and Call-Off Schedules.

1.4 These Supplier Terms only include service-specific terms that are commonly permitted as "Supplier Furnished Terms" on G-Cloud 15 (including: supplier licence terms, an acceptable use policy, a shared responsibility model, an SLA/support description, and data protection information). They do not include (and are not intended to amend) areas typically covered by the General Terms such as payment mechanics, termination, dispute resolution, or liabilities.

1.5 Capitalised terms not defined in these Supplier Terms have the meaning given in Joint Schedule 1 (Definitions) of the Call-Off Contract.

1.6 Order of precedence: where these Supplier Terms form part of a Call-Off Contract, the order of precedence is as set out in the G-Cloud 15 documentation. The Supplier understands this is (in summary): (1) Order Form; (2) Joint Schedule 1 (Definitions); (3) Framework Special Terms; (4) Supplier Furnished Terms; (5) Joint Schedules; and (6) Call-Off Schedules. If a provision in these Supplier Terms could be interpreted as conflicting with the Call-Off Contract, it shall be interpreted and (if necessary) read down so that it is consistent with the Call-Off Contract.

## 2. Supplier Licence Terms

2.1 Intellectual property: all intellectual property rights in and to the Service, the underlying software, and any documentation or materials supplied by the Supplier remain with the Supplier (or its licensors).

2.2 Licence grant: subject to the Call-Off Contract and these Supplier Terms, the Supplier grants the Buyer a non-exclusive, non-transferable, non-sublicensable right for the Term of the Call-Off Contract to access and use the Service for the Buyer’s internal business purposes, by Authorised Users at the End User Sites.

2.3 Restrictions: except as expressly permitted by law, the Buyer must not (and must not allow any third party to): (a) copy, modify, create derivative works of, reverse engineer, decompile or disassemble the Service; (b) attempt to circumvent or disable any security or access controls; (c) make the Service available to any third party other than Authorised Users acting for the Buyer; (d) use the Service to provide services to third parties; (e) remove or alter any copyright, trade mark or proprietary notices; or (f) use the Service in any way that is unlawful or not in accordance with the Acceptable Use Policy in section 3.

2.4 Buyer systems and third party licences: the Service integrates with third party systems (including primary care electronic patient record systems). The Buyer is responsible for ensuring it has all necessary rights, licences and approvals to use those third party systems and for providing any required access credentials or technical connectivity, in line with the shared responsibility model in section 4.

2.5 Clinical decision support and limitations: EYEV Clinical Document Send is intended to support administrative/clinical workflows. It does not replace clinical judgement. The Buyer remains responsible for clinical review and decisions, including any coding and onward actions taken as a result of using the Service.

## 3. Acceptable Use Policy

3.1 The Buyer must ensure that the Service is used only by Authorised Users for lawful purposes and in accordance with the Call-Off Contract, these Supplier Terms, and applicable law and guidance (including information governance policies).

3.2 The Buyer must not (and must ensure its Authorised Users do not):

- use the Service in any way that is unlawful, fraudulent, or harmful, or in a way that infringes another person's rights;
- attempt to gain unauthorised access to the Service, the Supplier's systems, or any related networks;
- introduce or transmit any malicious code (including viruses, worms, trojans, or similar);
- circumvent or attempt to circumvent any security, access control, or usage limits;
- use the Service to send spam, bulk unsolicited communications, or abusive/offensive content;
- interfere with or disrupt the integrity or performance of the Service (including by excessive automated requests or load testing without the Supplier's prior written agreement);
- share user credentials, or allow access by anyone other than an Authorised User acting for the Buyer;
- use the Service to store or process data that the Buyer is not legally entitled to process or disclose to the Supplier.

3.3 If the Supplier becomes aware of any misuse that materially risks the security, availability or integrity of the Service, the Supplier may take proportionate steps to mitigate that risk (for example by temporarily suspending affected user credentials) in accordance with the Call-Off Contract.

## 4. Shared Responsibility Model

4.1 The Service is a hosted, modular application accessed by End User Sites via the internet. The Supplier and the Buyer each have responsibilities to keep the Service secure and effective.

4.2 The Supplier is responsible for:

- hosting and operating the Service (including routine maintenance, monitoring and patching);
- providing access to the Service and first-line support in accordance with the SLA in section 5;
- maintaining appropriate technical and organisational security measures for the Service environment (as required by the Call-Off Contract);
- providing planned maintenance notifications where practicable, and working to minimise disruption.

4.3 The Buyer is responsible for:

- ensuring Authorised Users comply with these Supplier Terms (including the Acceptable Use Policy);

- providing and maintaining suitable end user devices, supported browsers and connectivity (see section 7);
- maintaining the security of its own systems, networks and endpoints used to access the Service (including applying security updates and using appropriate access controls);
- managing user accounts and promptly notifying the Supplier of leavers, role changes or suspected credential compromise;
- ensuring it has all required rights and approvals (including for any third-party systems) and that any data provided to the Supplier is lawfully processed;
- clinical and administrative review of the Service output and any decisions/actions taken as a result (the Service does not replace clinical judgement).

4.4 External dependencies: availability and performance may depend on external services and networks (including Buyer-managed connectivity and third party NHS services such as Spine/IM1). These are treated as external dependencies and are excluded from the Supplier's availability calculations as set out in the SLA.

## 5. Service Level Agreement and Support

5.1 Purpose: this section sets out the Service Levels, performance targets and support arrangements for the Service.

5.2 Scope: the Supplier will provide hosting, maintenance, monitoring and support for the Service. Issues attributable to third parties (including End User site connectivity, NHS Spine services or the primary care EPR interface) are excluded from this SLA.

5.3 Any service credits (if applicable) are as set out in the Call-Off Contract. This SLA sets out how availability is measured and the exceptions/exclusions that apply.

5.4 Glossary of key terms:

| Term | Definition |
|---|---|
| CP-IS | Child Protection – Information Sharing Service. |
| HSCN | Health and Social Care Network. |
| PDS | Personal Demographics Service. |
| SCR | Summary Care Record service. |
| NHS Spine | The NHS national platform providing access to key services (for example PDS and SCR) used across health and social care. |
| IM1 | Interface Mechanism 1 – the primary care EPR interface used by suppliers to integrate with GP systems via NHS-managed APIs. |

5.5 Availability definition: the Service is considered available when, upon valid receipt of a request, the Service successfully processes that request and issues the appropriate response or onward request.

5.6 Target availability: 99.9% per calendar quarter (Jan–Mar, Apr–Jun, Jul–Sep, Oct–Dec), subject to the exclusions in this SLA.

5.7 Monitoring: the Service is monitored 24×7. Availability is monitored in real time using Simple Network Management Protocol (SNMP). Each outage is time-stamped and logged automatically.

5.8 Planned maintenance windows (UK time):

- Daily: Tuesday – Sunday 03:00 – 05:00 (2 hours)
- Weekly: Sunday 18:00 – Monday 08:00 (14 hours)

The Supplier will provide at least five (5) days' notice of planned maintenance wherever practicable. Planned maintenance is excluded from availability calculations.

5.9 Application patches: the Supplier follows a controlled release-management process to plan, test and implement software updates and patches in a manner that minimises disruption.

5.10 Support hours: 09:00 – 17:00 (UK time), Monday to Friday excluding UK Bank Holidays, Christmas Eve and New Year's Eve.

5.11 Response times (during Support Hours):

- Priority 1 – Not Usable: 15 minutes
- Priority 2 – Severe Limitation: 1 working hour
- Priority 3 – Slight Limitation: 8 working hours

Priority is set initially by the Buyer; the Supplier may propose re-classification within 15 minutes. If the parties cannot agree, the Supplier's assessment will apply for the purpose of incident handling.

5.12 Incident reporting and change requests:

- Telephone: +44 (0)115 650 0102 (during Support Hours).
- Online: via the Supplier's Support Portal (URL provided separately). Incidents and requests for change may be raised, viewed and updated online.

The Buyer must keep supported browsers updated to the minimum version notified by the Supplier, to ensure continued access to the Support Portal and Service.

5.13 Service exceptions: when calculating availability, the following are excluded and do not constitute a failure to meet the target availability:

- External systems: SSB, SDS, TMS, PDS, EPS, SCR, CP-IS, eRS, IM1.
- Networks: HSCN network, any Buyer-owned or third-party networks.
- Planned maintenance periods.
- Failures of Buyer or third-party software.
- Malicious activity not caused by the Supplier.
- Lack of assistance or incorrect reporting by the Buyer.
- Unauthorised system changes by the Buyer.
- Failure by the Buyer to install updates or comply with reasonable instructions.
- Force majeure events (as treated under the Call-Off Contract).

5.14 Management information and reviews: the Supplier will provide quarterly service reports including availability results and outstanding issues. A formal annual service review meeting is recommended between the parties.

5.15 Issue escalation contacts:

- 1st Line: EyeV Service Desk – support@eyev.health – T: +44 (0)115 650 0102
- 2nd Line: Joseph Ingram – Head of Operations, Finance and Science – joe@eyev.health – T: +44 (0)7584 121084
- 3rd Line: Nabeil Naaman – Commercial Director – nabeil@eyev.health – T: +44 (0)7966 118201
- 4th Line: Cellan Griffiths – Technology Director – cellan@eyev.health – T: +44 (0)7540 258918

## 6. Service Description

6.1 The Service Description is as warranted in the Service Definition Document.

## 7. Buyer System Requirements

7.1 The following software is authorised/supported to connect to the Service within the scope of the Call-Off Contract:

| Name | Description |
|---|---|
| Buyer web browsers | All warranted supported versions of:<br>Microsoft Edge<br>Google Chrome<br>Firefox<br>Microsoft 365 mail<br>NHS Mail |
| Buyer Electronic Patient Record | SystmOne, EMIS, e-RS (or as agreed with the Customer and Supplier) |

7.2 The Buyer is responsible for ensuring its environment remains compatible (including keeping browsers updated to supported versions), in line with the shared responsibility model.

## 8. Charges and Invoicing

8.1 Charges for the Service are as set out in the Order Form and (where applicable) the Supplier's published G-Cloud 15 pricing for the Service. Charges are intended to be fixed for the Term of the Call-Off Contract unless changed by an agreed variation in accordance with the Call-Off Contract.

## 9. Authorised Contacts

9.1 The Buyer should provide (and keep updated) the following authorised contacts:

| Name | Role | Responsibility |
|---|---|---|
| | | Responsible for the Service delivery element of this Call-Off Contract. |
| | | Assigned Manager for this Call-Off Contract. |
| | | Responsible for oversight of all Data Protection issues. |

9.2 Supplier contacts:

| Name | Role | Responsibility |
|---|---|---|
| Cellan Griffiths | Director | Responsible for the Service Delivery element, and primary escalation route. |
| Adam Holliday | Data Protection Officer | Responsible for oversight of all Data Protection issues. |
| Nabeil Naaman | Commercial Director | Responsible for the commercial relationship. |

## 10. End Users and End User Sites

10.1 End Users and End User Sites (to be completed by the Buyer where applicable):

| No. | Organisation Name | Address | ODS Code |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| | | | |

## 11. Data Protection Information

11.1 This section provides the data processing information for the Service. The parties' data protection obligations are set out in the Call-Off Contract (including the relevant data protection schedule).

| | |
|---|---|
| Subject matter of the processing | The provision of the Service under the Call-Off Contract. |
| Duration of the processing | For the duration of the Call-Off Contract and such additional period as is set out in the Call-Off Contract and section 11.2 (to allow return/deletion and backups). |
| Nature and Purposes of the processing | The transfer and processing of personal data within NHS and associated systems in order to provide the Service under the Call-Off Contract. |
| Type of Personal Data | Name, date of birth, date of death, gender, NHS number, address, postcode, contact details, GP code (which could include data related to a child).<br>Clinicians' names, roles, organisation name and areas of work.<br>Other types of personal data as agreed in writing from time to time by the parties. |
| Categories of Data Subject | Users of NHS services. |
| Plan for return and destruction of the data once the processing is complete UNLESS it is a requirement under union or member state law to preserve that type of data | As set out in section 11.2 and the Call-Off Contract. |
| Sub-processors<br>The Buyer approves the following sub-processors to process personal data for the provision of the Service. | As agreed between the Supplier and the Customer. |

11.2 Return and deletion of data on exit (summary):

- On expiry or termination of the Call-Off Contract, the Supplier will, on request, provide the Buyer with an export of Buyer data held in the Service in a commonly used format, subject to the Call-Off Contract and Order Form.
- Following completion of the exit activities (and subject to any legal retention requirements), the Supplier will delete or anonymise Buyer personal data from live systems within a reasonable period. Residual copies in backups will be overwritten in the normal course of backup rotation.
- If the Buyer asks the Supplier to provide additional exit assistance beyond the standard approach, this will be handled as an agreed change and may be chargeable if reflected in the Order Form/pricing.

11.3 Approved sub-processors: the Buyer acknowledges and approves the sub-processors listed in the table above for the purposes of providing the Service. Any changes will be handled in accordance with the Call-Off Contract.