

Silicon Practice FootFall Terms & Conditions for G-Cloud 15

Silicon Practice: Digital Front Door for Patients

Contract for Services

Contract for Services ("**Contract**") between
{{company_name}}

(the "**Contracting Authority**") and

SCHAPPIT LIMITED
Trading as Silicon Practice:
A Company registered in England, number 09084187
Whose registered office is:
Unit 26, 79-93 Ratcliffe Road
Sileby, Loughborough
Leicestershire
England
LE12 7PU

(the "**Supplier**")

(individually as the "**Party**" or together as the "**Parties**")

Date: {{created_date}}

This Contract is made on the date set out above subject to the terms set out in the
("Schedules") listed below.

The Supplier and the Contracting Authority agree to comply with the provisions of the
Schedules in performance of this contract.

The Supplier shall supply to the Contracting Authority, and the Contracting Authority shall
receive and pay for ("FootFall") on the terms of this Contract.

This Contract, and any dispute or claim arising out of or in connection with it or its subject
matter (including any non-contractual claims), shall be governed by, and construed in
accordance with, the laws of England and Wales.

Schedules

Schedule 1	Definitions and Interpretations
Schedule 2	General Terms and Conditions
Schedule 3	The Supplier's Obligations
Schedule 4	The Contracting Authority's Obligations
Schedule 5	Conduct
Schedule 6	Data Protection
Appendix 1	Internal Escalation Procedure
Appendix 2	Data Processing Agreement

Schedule 1

Definitions and Interpretation

1 Definitions

- 1.1** Unless otherwise defined herein, capitalised terms and expressions used in this Contract shall have the following meaning:

“Annual Charge” is the charge for the service(s) provided by the Supplier to the Contracting Authority.

“API” is the application programming interface(s) provided by Hero (whether together with a copy of the Hero Platform licensed separately by the Partner from Hero or by any other means) in whatever format (including but not limited to REST APIs and dynamic-link libraries) together with any documentation relating to the same (or any part of it).

“API Call” is a single request made to the Hero Health API to send or receive information.

“Appointment Booking” is the ability to send self-booking appointment links to patients.

“Business Continuity Plan” a plan designed to enable the company to resume activities whether the situation is one of full or partial loss of key assets.

“Business Days” is any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in any part of the United Kingdom.

“Commencement Date” is the date the order is accepted in writing.

“Connection Charge” is the fixed recurring fee payable by the Contracting Authority each calendar month for maintaining access to the Hero Health API.

“Data Processing Agreement” forms part of this contract and outlines the agreement between the Data Controller (the Contracting Authority) and the Data Processor (the Supplier).

“Description of Services” A description of features and services provided under this contract.

“Force Majeure Event” means any event beyond the reasonable control of the party in question to include, without limitation, war including civil war, acts of terrorism, flood, storm or other natural disaster, unavailability of public utilities and/or transport networks, industrial action and a failure in the supply chain.

“FootFall” includes all services and features described in the your investment and Description of Services.

“FootFall Launch Date” is the date on which FootFall goes live to the public.

“FootFall Product” is a fully hosted, managed environment to which the supplier manages access, security, availability, enhancements, performance, and support.

“List Size” is the total number of patients that are registered on the list size of each participating Practice requiring the FootFall Product. Where required this should be broken down into individual Practices.

“Per Patient Price” is the charge per patient of the Contracting Authority.

“Preview” is a working version of the FootFall Product that is sent to the Contracting Authority prior to being signed off.

“Renewal Date” the day on which a new annual Term begins.

“Software as a Service” is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.

“Term” a period of one year beginning on the FootFall Launch Date or Renewal Date.

“The Administrator” is a local administrator put in place at Practice level to assist with managing FootFall.

“User” is anyone authorised by The Administrator under the terms of this contract to use FootFall.

Schedule 2

General Terms and Conditions

1 Authority and Validity

1.1 None of the Supplier’s representatives, agents or salespersons have the authority to vary, amend or waive any of the terms on the Supplier’s behalf and no addition or amendment to any part of this contract shall be deemed to have been accepted unless there is an agreement made in writing.

1.2 Any provision of this contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

2 Term

This contract shall commence on the Commencement Date and the Term of this contract shall expire one year from the FootFall Launch Date.

Unless terminated in accordance with the terms of this contract or the general law the contract shall continue until the end of the Term. The Term may be renewed in accordance with clause 3 of Schedule 2.

3 Renewal

3.1 At the end of the first contract Term and subsequent Terms, the Supplier shall continue to provide FootFall, and the Contracting Authority shall continue to pay the annual charges unless the service is terminated in accordance with clause 4 of Schedule 2.

3.2 In subsequent Terms the Contracting Authority's List Size will be determined by the latest published List Size available prior to invoice. The invoice will be sent on the 1st of the month prior to the Renewal Date.

4 Termination

4.1 Following the FootFall Launch Date or subsequent Renewal Dates this contract can be terminated by either party by providing a minimum of one months' notice in writing, such notice not to expire before the end of the Term.

4.2 Immediately upon expiry or termination of this contract and any subsequent Terms any licence granted shall automatically terminate.

4.3 In an instance when early termination of this contract occurs under one of the provisions set out within, the Contracting Authority agrees to pay the Supplier any outstanding invoices.

5 Services

- 5.1 A description of the FootFall services is set out in the your investment section and Description of Services.
- 5.2 The Supplier grants the Contracting Authority a licence to use FootFall for the internal business purposes of the Contracting Authority during the Term of this contract.
- 5.3 Access to FootFall is provided as Software as a Service and is licensed to the Contracting Authority for the Term and any subsequent Terms, not sold.

6 Payment Schedule

- 6.1 The Supplier will invoice the Contracting Authority on the Commencement Date and any subsequent Renewal Dates unless the contract has been terminated in accordance with clause 4 of Schedule 2.
- 6.2 The Supplier will invoice the Contracting Authority monthly in arrears for the Appointment Booking charge.
- 6.3 Should the Contracting Authority's List Size increase due to acquisition or merger during the period of the contract the Annual Charge will be revised for the remaining part of the contract Term.
- 6.4 Invoices are payable no more than 14 days after the date of issue.
- 6.5 All invoices are subject to VAT at the prevailing rate unless otherwise stated.
- 6.6 The Supplier reserves the right to amend charges. Notice of any amendments to charges will be given in writing, one month prior to the date that the Annual Charge is due.
- 6.7 The support & maintenance, software rental, and hosting service charge will be the price stated in the your investment section of your proposal.

7 Limitation of Liability

- 7.1 The Supplier will invoice the Contracting Authority on the Commencement Date and any subsequent Renewal Dates unless the contract has been terminated in accordance with clause 4 of Schedule 2.
- 7.2 The Supplier will invoice the Contracting Authority monthly in arrears for the Appointment Booking charge.
- 7.3 Should the Contracting Authority's List Size increase due to acquisition or merger during the period of the contract the Annual Charge will be revised for the remaining part of the contract Term.
- 7.4 Invoices are payable no more than 14 days after the date of issue.

8 Service of Notices

Any notice served on the Supplier under the terms of this contract should be served in writing either by Royal Mail first class post at the address stated below or via email at the email address stated below:

Address for notices

Unit 26, 79-93 Ratcliffe Road
Sileby
Loughborough
Leicestershire
England
LE12 7PU

Email address for notices

support@siliconpractice.co.uk

9 Dispute Resolution

9.1 In the case of a dispute arising out of or in connection with this Contract the Supplier and the Contracting Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute and follow the procedure set out in Clause 9.2 and 9.3 of this Schedule 2.

9.2 In the first instance, a dispute arising out of or in connection with this Contract must be raised in accordance with the Supplier's Internal Escalation Procedure (Appendix 1).

9.3 If the process in clause 9.2 of this Schedule 2 has been exhausted, either Party may serve a notice on the other Party to commence formal resolution of the Dispute by way of mediation. The Parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree on a mediator within five (5) Business Days the mediator shall be nominated and confirmed by the Supplier within five (5) Business Days.

9.3.1 The mediation shall commence within twenty-eight (28) days of the confirmation of the mediator in accordance with Clause 9.3 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour. After this time, either Party may terminate the mediation process by notification to the other Party in writing. The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

9.4 Nothing in this Contract shall prevent:

9.4.1 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant dispute in accordance with this dispute resolution procedure.

9.5 Clause 9 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

10 Warranties

10.1 Both parties warrant that there are no material agreements existing to which they are a party which prevent them from entering into or complying with this contract.

10.2 Both parties warrant that there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect their ability to perform their obligations under this contract.

11 Force Majeure

11.1 Subject to clause 11 Schedule 2 neither party shall be liable to the other for any failure to perform all or any of its obligations under this contract nor liable to the other party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event and that the event did not arise directly or indirectly as a result of any wilful or negligent act.

11.2 If either party is prevented or delayed in the performance of its obligations under this contract by a Force Majeure Event, that party shall as soon as reasonably practicable serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

11.3 The party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.

12 Third Party Rights

- 12.1 Unless otherwise expressly stated in this contract, a person who is not a party to this contract shall have no right to enforce any terms of it which confer a benefit on such person except that a successor and/or a third party may directly enforce any indemnities or other rights provided to it under this contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this contract.

13 Ownership

- 13.1 The Supplier shall hold title to all intellectual property rights, designs and technical solutions used in these services and to any trademark or business mark belonging or used by the Supplier. Such intellectual property rights and technical solutions may only be used by the Contracting Authority in the manner stated in this contract.

- 13.2 All content uploaded to, transferred through, publicly posted, processed or entered into the FootFall Product by the Contracting Authority shall remain the sole property of the Contracting Authority, its respective legal owner. The Supplier shall have no liability for such content.

- 13.3 The content supplied by the Contracting Authority for the FootFall Product as described in the Description of Services will remain the Contracting Authority's property. The Contracting Authority's Practice logo(s) used on FootFall will remain the Contracting Authority's property.

Schedule 3

1 The Supplier's Obligations

- 1.1 The Supplier will meet its responsibilities within a reasonable timeframe
- 1.2 The Supplier shall act only on the Contracting Authority's instructions in relation to the Contracting Authority's content of the FootFall Product.
- 1.3 The Supplier shall maintain reasonable safeguards against loss of data or unauthorised access by third parties.
- 1.4 If the Contracting Authority requires support with the service, the Supplier can be contacted by telephone or email on Business Days from 8:00 a.m. to 5:00 p.m. excluding pre-advised periods of closure for assistance.
- 1.5 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively and that following a business continuity event the Supplier shall use reasonable endeavours to continue to provide the FootFall Product in accordance with this contract.

Schedule 4

1 The Contracting Authority's Obligations

- 1.1 The Contracting Authority is responsible for supplying accurate practice details and to comply with set up procedures.
- 1.2 The Contracting Authority is responsible for confirming the latest NHS published List Size prior to the Commencement Date and prior to any Renewal Dates.
- 1.3 The Contracting Authority cannot assign or transfer any rights or the benefit of any of the provisions of the Contract without prior written consent from the Supplier.

- 1.4 This is a service, for the use of the Contracting Authority and any of the practices represented only.
- 1.5 The Contracting Authority will use services provided only for lawful purposes and in accordance with this Contract.
- 1.6 The Contracting Authority must take all reasonable steps to ensure copyright of information is maintained.
- 1.7 The Contracting Authority will indemnify the Supplier against all claims, losses, liabilities expenses, fines and penalties whatsoever, incurred or imposed as a result of a breach by the Contracting Authority of clauses 1.5 and 1.6 of Schedule 4.
- 1.8 The Administrator and Users of the Contracting Authority's FootFall Product are responsible for maintaining the confidentiality of passwords and for all activities that occur under their user ID and password.
- 1.9 The Contracting Authority is required to monitor and control the information contained in their FootFall Product and remove any content which is illegal, violates or infringes the rights of any other person, and which is actionable by law.
- 1.10 Where any considerable changes to the display of the Contracting Authority's FootFall Product are made by the Contracting Authority or by a third party working on behalf of the Contracting Authority, it must be agreed with the Supplier that the FootFall Product has not been altered to an extent that may diminish the use of the FootFall Product.
- 1.11 The Supplier may at any time by providing five days written notice restrict, suspend or terminate the use of these services where we believe that there has been misuse. In the case of a material breach of the contract the Supplier may terminate the use of these services without notice.
- 1.12 Any data or other materials provided by the Contracting Authority or software or equipment employed by the Contracting Authority in the use of or receipt of the FootFall Product shall not infringe any intellectual property rights of any third party and shall not be obscene or defamatory of any person and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.

- 1.13 The Contracting Authority is responsible for completing the set-up procedure with Hero Health to enable the API functionality

2 Software Upgrades

- 2.1 The Contracting Authority acknowledges and agrees that, for the purposes of maintaining compliance with applicable laws, regulations, and industry standards, it is required to promptly implement and utilise the latest versions or updates of the FootFall Product as made available by the Supplier. This includes any security patches, feature updates, and any other improvements or modifications released by the Supplier, unless otherwise agreed in writing by both parties.

- 2.2 The Supplier will notify the Contracting Authority of new versions, updates, and critical patches to the FootFall Product through the agreed communication channels. If applicable, the Contracting Authority agrees to install and configure the latest version of any supplementary software within a reasonable time frame, not exceeding 60 days from the notification, unless otherwise agreed in writing by both parties.

Schedule 5

1 Conduct

- 1.1 In order that the Supplier's staff can deliver the best service for its customers and the Contracting Authority's patients it is important that this contract is conducted in an environment that is free from inappropriate or abusive behaviour. Types of behaviour that would be deemed unacceptable include but are not limited to:
- Swearing or use of bad language toward staff
 - Verbal abuse towards staff
 - Any form of harassment towards staff

- Any instances where this behaviour is displayed staff will make it clear that this behaviour is unacceptable and will not be tolerated. The situation will be reported to one of the Supplier's management team. In the rare occasion that this behaviour continues, the Supplier reserves the right to terminate this Contract without notice.
- 1.2
- 1.3 The Supplier's staff will behave in an appropriate manner in accordance with clause 1 Schedule 5.

Schedule 6

1 Data Protection

- In order for users to be able to use the FootFall Product, the Contracting Authority must provide certain data to the Supplier regarding the Contracting Authority's staff members, including but not limited to full name, job title and e-mail address. Following receipt of such data, the Supplier will process the data in order to enable the Supplier to administer and otherwise perform its obligations within the scope of the FootFall Product and to ensure that unauthorised persons do not gain access to the FootFall Product.
- 1.1
- 1.2 The Supplier shall adopt reasonable measures to protect the privacy of the FootFall Product Users. More detail on security arrangement and other data protection provisions is provided in the Data Processing Agreement.

2 UK GDPR and Data Processing

- The Supplier and the Contracting Authority shall comply with their respective obligations under the UK General Data Protection Regulation in relation to the contract, by adhering to any relevant codes of conduct published pursuant to Article 40 of the UK GDPR.
- 2.1

- 2.2 To comply with UK GDPR, the Supplier shall provide information setting out the responsibilities which the Supplier requires the Contracting Authority to take to ensure that its use of the services delivered under the Supplier's Contract is compliant with the UK GDPR. As part of the Contract between the Supplier and the Contracting Authority, the Contracting Authority must also read and approve the Data Processing Agreement which is in line with UK GDPR requirements. Signing of this Contract also represents agreement with the Data Processing Agreement which has been received by the Contracting Authority alongside of this Contract.

Appendix 1

Internal Escalation Procedure

Definitions

- 1 "Business Days" is any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in any part of the United Kingdom.

"Response Time" is the time in which the Supplier will respond to a dispute raised by the Contracting Authority

2 Levels of Escalation

Level	Contact name	Contact email	Initial response	Final response
1	Harry Jarvis (Contracts Manager)	harry.jarvis@siliconpractice.co.uk	Two (2) Business Days	Ten (10) Business Days
2	Ieva Mockute (Chief Financial Officer)	ieva@nedholdings.com	Two (2) Business Days	Ten (10) Business Days

Although every effort will be made by the Supplier to respond within the timeframes above, if the investigation into the dispute is particularly complex, the final response may take longer than anticipated. In this situation, the Supplier will notify the Contracting Authority in writing of the delay as soon as possible and will provide a revised timeframe for the response. In the event that the Contracting Authority is not satisfied with the final response provided at level 1 or does not receive a final response within the Response Time, then they may escalate to level 2.

Appendix 2

Data Processing Agreement ("**Agreement**")

This Agreement forms part of and is considered agreed upon signing of the Contract for Services between {{company_name}}

(the "**Contracting Authority**") acting as the "**Data Controller**" and

SCHAPPIT LIMITED

Trading as Silicon Practice:

A Company registered in England, number 09084187

Whose registered office is:

Unit 26, 79-93 Ratcliffe Road

Sileby, Loughborough

Leicestershire

England

LE12 7PU

(the "**Supplier**") acting as the "**Data Processor**" on behalf of the Data Controller (individually as the "**Party**" or together as the "**Parties**")

The Contracting Authority as a Data Controller wishes to subcontract certain Services, which require the processing of personal data, to the Supplier as a Data Processor. The Definitions in Clause 1 apply to the use of all capitalised terms in this Agreement.

1. Definitions and Interpretation

"**Agreement**" means this Data Processing Agreement

"**Personal Data**" means any Personal Data processed by the Supplier or a Subcontracted Processor on behalf of the Contracting Authority

“Subcontracted Processor” means any person or company appointed by or on behalf of the Supplier to process Personal Data on behalf of the Contracting Authority in connection with the Agreement.

“Data Protection Laws” means the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

“EEA” means the European Economic Area.

“Data Transfer” means a transfer of Personal Data from the Contracting Authority to the Supplier; or an onward transfer of Personal Data from the Supplier to a Subcontracted Processor.

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, and “Processing” shall have the same meaning as in the UK GDPR.

“Confidential Information” means all information, in whatever form, however disclosed, from one party to another that was not already in the public domain on completion of this Agreement.

2 Processing of Personal Data

2.1 Both the Contracting Authority and the Supplier shall comply with all applicable Data Protection Laws in the Processing of the Contracting Authority’s Personal Data. The Personal Data that may be processed includes:

- i. Patient Name; Address; Postcode; Date of Birth; Sex; Gender; Racial/Ethnic Origin; NHS No.; Phone Number; Email Address; Health Data
- ii. Contracting Authority Staff Name; Work Address; Phone Number; Email Address

2.2 The Contracting Authority instructs the Supplier to process Personal Data where this is necessary to deliver the Services provided by the Supplier. The processing required and the purposes are set out in Appendix A.

2.3 The Supplier shall not process Personal Data for other purposes other than on the relevant Contracting Authority's documented instructions.

2.4 The Supplier shall process Personal Data for the duration of the Contract between the Contracting Authority and the Supplier and any subsequent Terms.

3 Subprocessing

3.1 The Supplier shall not appoint (or disclose any Personal Data to) any Subcontracted Processor unless authorised by the Contracting Authority

3.2 The Supplier shall ensure that any Subcontracted Processor is required to meet equivalent terms to those set out in this Agreement and in particular shall ensure that any Subcontracted Processors provide adequate assurance that they have also implemented appropriate technical and organisational measures to ensure a level of security appropriate to the assessed risk, in particular the risk of a Personal Data Breach, as required by the UK GDPR.

3.3 The Supplier currently has in place the following Subcontracted Processors, which the Contracting Authority is deemed to have authorised when signing this Agreement, for the purpose of assisting the Processor with Processing of Personal Data.

Sub-Processor	Purpose	Location of Processing
Amazon AWS	Web Hosting and Storage	UK
Amazon SES	Email Messaging	UK
Atlassian	Task Management	EU (Ireland)
BT Soprano	SMS Messaging	UK
Google Suite	Documents and File Storage	UK
Hero Health	Appointment Booking	UK
Microsoft	Email, Documents and File Storage	UK
OpenTok	Video Consultation	EU (Ireland) – Using end to end encryption
Zoho Corporation	CRM System, Finance, Email	UK with occasional processing in the EU

4 Processor Personnel

The Supplier shall take reasonable steps to ensure the reliability of any employee, agent or subcontractor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5 Security

5.1 The Supplier shall ensure a level of security appropriate to the risk.

5.2 All Personal Data is encrypted to NHS encryption standards. All Personal Data is kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are Processed. If the Processing activity requires it the Supplier can anonymise Personal Data

5.3 The Supplier has a number of internal policies that address the confidentiality, integrity, availability and resilience of Processing systems and Services including our network security policy. These policies are reviewed and updated regularly. The Supplier will ensure that it is compliant with the NHS Data Security & Protection Toolkit to at least the “Standards Met” level; the Personal Data is stored in a data centre which is ISO 27001 compliant and the Supplier has achieved Cyber Essentials as specified by the NHS.

6 Data Subject Rights

6.1 The Supplier shall assist the Contracting Authority by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Contracting Authority’s obligations to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 The Supplier shall endeavour to notify Data Controller within 3 working days if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and ensure that it does not respond to that request except on the documented instructions of the Data Controller or as required by Data Protection Laws to which the Supplier is subject, in which case the Supplier shall to the extent permitted by Data Protection Laws inform the Data Controller of that legal requirement before responding to the request.

7 Personal Data Breach

7.1 The Supplier shall notify the Contracting Authority without undue delay upon becoming aware of a Personal Data Breach affecting the Personal Data, providing the Contracting Authority with sufficient information to allow the Contracting Authority to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 The Supplier shall co-operate with the Contracting Authority and take reasonable commercial steps as are directed by the Contracting Authority to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8 Data Protection Impact Assessment and Prior Consultation

The Supplier shall provide reasonable assistance to the Contracting Authority with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which the Contracting Authority reasonably considers to be required.

9 Deletion or Return of the Contracting Authority's Personal Data

The Supplier shall at the choice of the Contracting Authority, delete or return all the Personal Data to the Data Controller after the end of the provision of Services relating to Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data.

10 Audit Rights

The Supplier shall make available to the Contracting Authority on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Contracting Authority or an auditor mandated by the Contracting Authority in relation to the Processing of the Contracting Authority's Personal Data. The Supplier shall immediately inform the Contracting Authority if, in its opinion, an instruction infringes this Regulation (Article 28 UK GDPR) or other Union Member State data protection provisions.

11 Data Transfer Outside of the EEA

The Supplier may not transfer or authorise the transfer of Personal Data to countries outside the European Economic Area (EEA) without the prior written consent of the Contracting Authority and any such agreed transfer shall meet the requirements specified in the UK GDPR.

12 Confidentiality

Each Party must keep this Agreement and keep any information it receives about the other Party and its business in connection with this Agreement confidential. Neither party shall use or disclose to a third party (and shall use their best endeavours to prevent the publication or disclosure of), any Confidential Information without the prior written consent of the other Party except to the extent that:

12.1

- a) disclosure is required by law
- b) the relevant information is already in the public domain

13 Data Retention

In alignment with the Records Management Code of Practice for Health and Social Care 2021 recommendations for transactional records that are not themselves part of a care record, the Supplier has adopted the following retention periods for Personal Data:

13.1

- a) 90 days for data backups
- b) 3 years for data held on the servers.

14 Notices

All notices and communications given under this Agreement must be in writing and will be delivered personally or sent by post to the address set out in the heading of this Agreement or sent by email to the following email address gdpr@siliconpractice.co.uk or at such other address as notified from time to time by the Parties in writing.

14.1

Appendix A



Sub-Processor	Type of data	Data Subject	Purpose of processing
Amazon AWS	Name, date of birth, email, phone number, sex, address, ethnicity, photographs, letters, documents, medical data	NHS Patients, their carers and NHS staff	Web Hosting, Storage and Transmission
Amazon SES	Name, email	NHS Patients, NHS Staff	Emailing messages to patients and NHS Staff
Atlassian	Names, addresses, email, phone numbers	NHS Staff and Silicon Practice Staff	Ticketing and Task Management
BT Soprano	Phone number, health data	NHS Patients	Sending text messages to patients
Google Suite	Name, email, addresses, phone numbers	Silicon Practice Customers, Suppliers, Staff	Documents and File Storage
Hero Health	Name, date of birth, email, phone number, sex, address, ethnicity, photographs, letters, documents, medical data	NHS Patients, their carers and NHS staff	Appointment Booking
Microsoft	Names, email, addresses, phone numbers	Silicon Practice Customers, Suppliers, Staff	Email, Documents and File Storage
OpenTok	Name, date of birth, email, medical data, image of patients, image of clinicians	NHS Patients, NHS Staff	Video Consultation
Zoho Corporation	Names, addresses, email, phone numbers	NHS Staff and Silicon Practice Staff	CRM system, Finance, Email

