

Supplier Supplementary Service Terms

Diagnostics, SaaS Platform & Managed Services
(G-Cloud 15 – Subordinate Terms)

1. Status, Purpose and Precedence

1.1 These Supplementary Service Terms (“**Supplementary Terms**”) describe operational, technical and service delivery aspects of the Supplier’s diagnostics, digital platform and managed services.

1.2 These Supplementary Terms are **supplementary only** and are **not intended to replace, amend or override**:

- the G-Cloud 15 Framework Agreement;
- any Call-Off Contract; or
- any Call-Off Schedules.

1.3 Order of precedence

In the event of any conflict or inconsistency, the following order of precedence shall apply:

1. G-Cloud 15 Framework Agreement and Call-Off Contract
2. Call-Off Schedules
3. These Supplementary Terms

1.4 These Supplementary Terms do **not** constitute a master services agreement and do **not** create binding obligations outside a valid Call-Off Contract.

2. Scope of Services

2.1 The Supplier provides a modular **diagnostics and bio-infrastructure service** that may include, as applicable:

- digital platform and APIs;
- diagnostic sample collection kits;
- laboratory processing via accredited third-party laboratories;
- logistics, fulfilment and returns;

- phlebotomy facilitation;
- telehealth facilitation via third-party clinicians; and
- managed operational and support services.

2.2 The specific services provided shall be those expressly set out in:

- the Supplier's G-Cloud service listing; and
- the applicable Call-Off Contract.

2.3 Services are provided on a **non-exclusive basis** unless expressly stated in the Call-Off Contract.

3. Digital Platform and SaaS Services

3.1 The Supplier provides access to a secure digital platform ("**Platform**") enabling:

- order management;
- registration flows;
- results delivery;
- partner dashboards;
- API integrations; and
- reporting and operational oversight.

3.2 Platform access is provided on a **non-exclusive, non-transferable** basis for the duration of the Call-Off Contract.

3.3 The Supplier may update, enhance or improve the Platform provided that:

- core functionality is not materially degraded; and
- backward compatibility is maintained unless otherwise agreed under the Call-Off Contract.

3.4 The Buyer is responsible for:

- its own systems and integrations;
- ensuring appropriate user access controls; and
- compliance with applicable laws when using Platform outputs.

4. Diagnostic Products and Laboratory Services

4.1 Where diagnostic services are provided, these may include:

- provision and fulfilment of sample collection kits;
- processing of biological samples by accredited laboratories; and
- secure reporting of results.

4.2 Laboratory processing is performed by **appropriately accredited third-party laboratories** operating in accordance with Applicable Laws and Regulatory Standards.

4.3 The Supplier does **not** provide clinical diagnosis or medical decision-making. Results are provided for informational purposes and must be interpreted by qualified professionals where clinically required.

4.4 Critical or unexpected results may trigger escalation pathways in line with good clinical practice and agreed protocols.

5. Logistics, Fulfilment and Managed Services

5.1 The Supplier may provide managed services including:

- procurement and kitting of diagnostic products;
- automated fulfilment and distribution;
- inbound and outbound logistics; and
- quality control and incident management.

5.2 Delivery times and service levels shall be as set out in the Call-Off Contract.

5.3 The Supplier may engage subcontractors to deliver elements of the services, remaining responsible for overall service delivery in accordance with G-Cloud requirements.

6. Telehealth Facilitation (Where Applicable)

6.1 Where telehealth services are referenced, the Supplier facilitates access to independent, appropriately licensed clinicians.

6.2 Telehealth services are provided by third-party clinical providers. The Supplier:

- does not practise medicine; and
- does not control clinical decision-making.

6.3 The Buyer remains responsible for ensuring that any clinical pathways align with Applicable Laws and commissioning requirements.

7. Information Governance and Data Protection

7.1 The Supplier shall comply with all information governance and data protection obligations set out in:

- the G-Cloud 15 Framework Agreement;
- the Call-Off Contract; and
- applicable Data Protection Laws.

7.2 Where the Supplier processes personal data on behalf of the Buyer, such processing shall be governed exclusively by the data protection provisions in the Call-Off Contract.

7.3 These Supplementary Terms do not introduce additional data processing obligations beyond those already contractually agreed.

8. Information Security and Assurance

8.1 The Supplier shall maintain appropriate technical and organisational measures to protect:

- confidentiality;
- integrity; and
- availability of systems and data.

8.2 Security controls are proportionate to the nature of diagnostics and health-related data and aligned with recognised industry standards.

9. Intellectual Property

9.1 Intellectual property ownership and licensing shall be governed solely by the G-Cloud 15 Framework Agreement and Call-Off Contract.

9.2 Nothing in these Supplementary Terms transfers or reallocates intellectual property rights.

10. Service Management and Support

10.1 The Supplier shall provide service management, incident handling and support in accordance with:

- the service description; and
- any agreed service levels in the Call-Off Contract.

10.2 Governance arrangements may include regular service reviews, reporting and escalation mechanisms proportionate to service criticality.

11. Compliance and Regulatory Matters

11.1 The Supplier shall comply with all Applicable Laws relevant to the provision of diagnostics, digital health and managed services.

11.2 Where regulated activities are performed by third parties, the Supplier shall ensure appropriate contractual and governance arrangements are in place.

12. Exit and Transition

12.1 Exit, transition assistance and data return obligations shall be governed solely by the Call-Off Contract.

12.2 These Supplementary Terms do not introduce additional termination or exit rights.

13. General

13.1 These Supplementary Terms:

- are provided for operational clarity only;
- do not constitute an offer capable of acceptance; and
- apply only where referenced by a Call-Off Contract.

13.2 Any amendment must be consistent with the G-Cloud 15 Framework Agreement.

End of Supplementary Service Terms