

Dated

2022



United Kingdom Health Security Agency, an executive agency of
Department of Health and Social Care

-and-

Egton Medical Information Systems Limited

Data Supply Agreement

Contract Reference: LD26398

THIS AGREEMENT is effective as of 01 April 2022

PARTIES:

- (1) United Kingdom Health Security Agency, an executive agency of Department of Health and Social Care, of Nobel House, 17 Smith Square, London, SW1P 3HX (including its successors in title) (UKHSA); and

- (2) Egton Medical Information Systems Limited, a company registered in England and Wales, with registered number 2117205 whose registered office is at Fulford Grange Micklefield Lane, Rawdon, Leeds, England, LS19 6BA (the Supplier), each a Party, collectively the Parties.

BACKGROUND

- (a) UKHSA, acting through the Immunisation Department, uses vaccine uptake data to monitor the impact of national immunisation programmes.
- (b) The Supplier's software "EMIS Web" is a clinical system used, for example, in primary, secondary and social care. EMIS Web is a centralised clinical database of shared electronic patient records.
- (c) In response to UKHSA issuing a Single Tender Action to request data on uptake of specific vaccines by patients in GP practices in England, EMIS, as data holder, has agreed to transfer copies of non-identifiable data recorded in its systems by GP practices to UKHSA with the consent of the GP practices on the terms and conditions set out herein.

AGREED TERMS

1 INTERPRETATION

- 1.1 In this Agreement (including the Schedules attached hereto) the following words and phrases shall have the following meanings: -

Agreement: this data supply agreement and its schedules;

Business Day: any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday, or a statutory holiday in England;

Confidential Information: any and all information in respect of the business of the Disclosing Party (or its clients, affiliates, or sub-contractors) including without limitation:

- (a) where the Supplier is the Disclosing Party, all information and materials relating to its software used in the provisions of the Services and all information relation to its pricing model relevant to the Services;
- (b) information - technical, commercial, financial or otherwise (including without limitation data, know-how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, materials, records, business plans, consumer research, analysis or experience) of whatever nature and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means including without limitation on electromagnetic or CD media or via

telephone lines or radio or microwave and whether stored electronically or otherwise which relates to the Disclosing Party's (or its client's, affiliate's or subcontractor's) business, products, developments, services, trade secrets, know how, personnel, supplies, customers or patients or any projects already disclosed by or on behalf of the Disclosing Party to the Receiving Party (whether or not designated as confidential);

- (c) notes, reports, analysis, and reviews of, and any other information derived from, any information referred to in paragraphs (a) and (b) above; and
- (d) information designated as confidential, commercially sensitive, or politically sensitive or which ought reasonably to be considered as such,

but not including any information that:

- (i) is, or becomes, generally available to the public (other than as a result of disclosure by the Receiving Party in breach of this Agreement); or
- (ii) was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party; or
- (iii) was, is or becomes available to the Receiving Party on a non- confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party, or otherwise prohibited from disclosing the information to the Receiving Party; or
- (iv) was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party; or
- (v) the Parties agree in writing is not confidential or may be disclosed; or
- (vi) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party.

For the avoidance of doubt, Confidential Information does not include the Data;

Contract Price: means the monies payable by UKHSA to the Supplier for the provision of the Services as set out in Schedule 2;

Controller: has the meaning given to it in the Data Protection Legislation;

Data: the anonymised (non-patient identifiable) data to be supplied by the Supplier to UKHSA under this Agreement as specified in, and in accordance with, the Specification;

Data Protection Legislation: the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR), the Data Protection Act 2018 (DPA) and all applicable laws about the processing of personal data and privacy;

Disclosing Party: the Party whose Confidential Information is disclosed;

Good Industry Practice: the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to the Agreement and which are in accordance with any codes of practice published by relevant trade associations;

Intellectual Property Rights: any patents, rights to inventions, registered designs, copyright and related rights, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, rights in goodwill or to sue for passing off, rights in computer software, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Processing or Processed has the meaning given to it in the Data Protection Legislation;

Processor: has the meaning given to it in the Data Protection Legislation;

Receiving Party: the Party who obtains or otherwise receives Confidential Information from or of the Disclosing Party;

Specification: the specification as set out in Schedule 1 (and as varied from time to time) including without limitation the list of vaccines as provided by UKHSA to the Supplier for which uptake data is required.

Services: the supply of Data and any other service to UKHSA in accordance with this Agreement and the Specification;

Supplier's Software: the suite of software products including all or any new releases and updated versions thereof used in the provision of Services; and

VAT: value added tax chargeable under English law for the time being and any similar, additional tax.

1.2 Except where a contrary intention appears, a reference to a clause or a schedule is a reference to a clause of, or schedule to this Agreement.

1.3 Clause and schedule headings do not affect the interpretation of this Agreement.

1.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

1.5 A person includes a corporate or unincorporated body.

1.6 Any reference to a statute, statutory provision or subordinate legislation shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which (either with or without modification), re-enacts, consolidates, or replaces any such legislation.

2 COMMENCEMENT AND DURATION

2.1 The Supplier shall provide the Services to UKHSA on the terms and conditions of this Agreement.

2.2 This Agreement shall be effective from 1 April 2022 and shall continue, unless extended in accordance with clause 2.3 or terminated earlier in accordance with clause 18, until 31 March 2023 (the “Initial Expiry Date”).

2.3 Prior to the Initial Expiry Date, the Parties may agree in writing to extend this Agreement on one or more occasions provided that the maximum duration of this Agreement shall be no later than 30 September 2023. In accordance with Schedule 3, the Parties shall also record any variations to the Contract Price and Specification in respect of such extension period(s).

3 SOFTWARE

3.1 UKHSA acknowledges that the Supplier may need to configure its existing extraction software in order to extract the Data from the Supplier’s systems (Configured Software).

3.2 Prior to using the Configured Software for the purposes of this Agreement the Supplier shall carry out all reasonable tests to ensure that the Configured Software is in operable condition and is capable of meeting the requirements of the Specification.

3.3 In the event that the Supplier wishes to make modifications and/or updates to the Supplier Software and/or the Configured Software which affects the accuracy of the Data and/or the Supplier’s compliance with the Specification, the Supplier shall inform UKHSA in writing seven (7) days prior to making such modifications and/or updates. In the event that UKHSA rejects the Data affected by such modifications and/or updates, clause 5.6 shall apply.

4 UNDERTAKINGS

4.1 The Supplier undertakes that prior to supplying the Data to UKHSA under this Agreement, it shall obtain, and at all times, maintain, all necessary licences and consents, including

from each GP practice inputting data onto the Supplier Software, permitting the Supplier to share the inputted data with UKHSA as part of the Data in accordance with this Agreement.

The Supplier will give each GP practice, as end user of the EMIS Web Software, the option to select a tick box giving consent to the supply of inputted data to UKHSA as part of the Data for its public health activities. If a GP Practice does not select the relevant tick box then the Supplier will not provide Data in relation to that practice to UKHSA.

4.2 UKHSA undertakes to only use the Data for its public health activities detailed in Schedule 1 (collectively, the Purpose).

4.3 Breach of clause 4.1 by the Supplier shall be deemed to be a material breach under clause 18.

5 OBLIGATIONS OF THE SUPPLIERS

5.1 The Supplier shall:

5.1.1 supply the Data to UKHSA in accordance with the frequency set out in the Specification;

5.1.2 use reasonable endeavours to ensure that it complies with any time- limits set out in the Specification;

5.1.3 co-operate with UKHSA in all matters relating to this Agreement and will take reasonable action as is necessary for the efficient transmission of information and instructions and to enable UKHSA to derive the full benefit of the Agreement

5.1.4 use reasonable skill and care to provide the Services to a standard which in all respects shall be to the reasonable satisfaction of UKHSA;

5.1.5 use reasonable skill and care in the collection and collation of the Data, provided that UKHSA acknowledges that:

5.1.5.1 the Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Supplier to guarantee; and

5.1.5.2 the Supplier has no liability or responsibility for any inaccuracy, incompleteness or other error in the Data which arises as a result of data provided to the Supplier by any GP Practice; and

5.1.6 immediately notify UKHSA of any actual or potential problems relating to the Supplier's own suppliers that affects or might affect his ability to provide the Services.

5.2 The Supplier acknowledges that UKHSA is permitted to use the Data for its public health activities.

The Supplier shall be responsible for providing and maintaining the Services at all times. The Supplier shall have effective business continuity plans and arrangements in place and will use its reasonable endeavours to ensure continuity of supply (at no extra cost to UKHSA) in accordance with this Agreement in the event of disruption (including, but not limited to, disruption to information technology systems). Upon request, such business continuity plans shall be available for UKHSA to inspect at any reasonable time. UKHSA acknowledges and agrees to the removal of commercially confidential information in the business continuity plans prior to inspection by UKHSA.

5.3 In providing the Services, the Supplier shall use Good Industry Practice to ensure that any computer systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms, and any other computer programs which might cause harm or disruption to UKHSA's computer systems.

5.4 The Supplier shall allow UKHSA and any person, firm or organisation authorised by UKHSA to have access to and to audit all records maintained by the Supplier in relation to the supply of the Services with reasonable notice and with prior consent from the Supplier. The Supplier shall assist UKHSA or any party authorised by UKHSA (as the case may be) in the conduct of the audit.

5.5 If any part of any Service is found to be defective or not in compliance with the Specification or the requirements otherwise made known to the Supplier by UKHSA other than as a result of a default or negligence on the part of UKHSA, the Supplier shall at its own expense re-perform the Services in question (without additional remuneration therefor) within such time as UKHSA may reasonably specify. Without prejudice to any other rights or remedies UKHSA may be entitled to, in the event that the Supplier fails in UKHSA's reasonable opinion to reperform the Services in question to UKHSA's satisfaction within the time specified by UKHSA, UKHSA may seek a rebate of the Contract Price commensurate to the defective or non-compliant Services provided by the Supplier (Rebate). The Supplier may raise an objection with UKHSA to the proposed Rebate and if this matter is not resolved within 7 days of such an objection the matter shall be resolved in accordance with clause 19. If the Supplier has not raised any objection to the proposed Rebate within 7 days of being notified of the proposed Rebate then the Supplier shall be deemed to have been accepted the proposed Rebate which shall become immediately effective.

6 UKHSA's OBLIGATIONS

6.1 UKHSA shall:

6.1.1 ensure that the Specification is accurate;

6.1.2 only use the Data for the purposes included in Schedule 1; and

6.1.3 as recipient of the Data be solely responsible for ensuring the security of the Data at all times whilst in its possession or control throughout the term of this Agreement.

6.2 UKHSA agrees to retain the Data for no longer than is necessary in order to satisfy its public health activities. In the event that the retention of the Data is no longer necessary, the Data shall be destroyed in a legally compliant manner and secure manner in accordance with UKHSA's policy on destruction of confidential documents.

7 VARIATION

7.1 A Party may at any time propose to the other Party any reasonable variation to this Agreement and the other Party shall not unreasonably withhold or delay its consent to such variation.

7.2 No such variation or addition shall affect the continuation of this Agreement.

7.3 Any variation of or amendment to this Agreement shall only be effective if it is in writing, in the form set out at Schedule 3 and signed by both Parties.

8 CONSIDERATION

8.1 In consideration of the provision of the Services by the Supplier, UKHSA shall pay the Supplier the Contract Price as set out in Schedule 2.

8.2 The Contract Price is exclusive of VAT or any other applicable tax.

8.3 The Supplier shall submit invoices to the following address: payables@phe.gov.uk and must reference the Contract Reference and Purchase Order Number. UKHSA is not accepting paper invoices at this time. However, the address is: Accounts Department UKHSA, United Kingdom Health Security Agency, Financial Operations and Control, Manor Farm Road, Porton Down, Salisbury, Wiltshire, SP4 0JG. UKHSA shall make payment of each such invoice by the due date stated in that invoice or within 30 days of receipt of the invoice, whichever is later, provided that the relevant invoice is an appropriate and properly issued invoice.

8.4 UKHSA shall be entitled to deduct from any monies due or to become due to the Supplier any monies owing to UKHSA, including the Rebate, from the Supplier.

8.5 Subject to clause 8.7, the Contract Price shall not be subject to any increase whatsoever by the Supplier during the term of this Agreement.

8.6 In the event that the Agreement is varied under clause 7 in such a way as to substantially affect the Contract Price, the Parties shall negotiate in good faith a reasonable adjustment to the Contract Price. If an agreement between the Parties cannot be reached on the adjustment to the Contract Price within 3 months both Parties shall jointly act to resolve the dispute in accordance with clause 19.

8.7 If the adjusted Contract Price is not so agreed or certified until after such variation has taken effect, UKHSA shall continue to pay the Supplier at the rate current prior to the variation but shall pay to the Supplier or be entitled to recover from the Supplier as the case may be such sum if any as is equal to the difference between the amount which should have been paid in accordance with the adjusted Contract Price and the amount which was actually paid

9 CONFIDENTIALITY

9.1 The Receiving Party shall treat any and all Confidential Information relating to the Disclosing Party received or accessed as a consequence of this Agreement as confidential.

9.2 The Parties shall each use their reasonable endeavours to safeguard the Data and shall minimise the risk of any actions, claims, demands, proceedings, damages, costs, charges, and expenses arising directly from the permission granted by this Agreement or from any negligent act or omission or wilful misconduct in connection with the loss (accidental or malicious) of any Data or the injury to or death of any persons arising directly therefrom.

9.3 The Parties shall provide each other with such information as may reasonably be required by the other Party to satisfy itself that the other Party is (as the case may be) complying with this Agreement.

9.4 For the avoidance of doubt, where a request for the disclosure of information is received by a Party from a third party pursuant to the Freedom of Information Act 2000 the Party shall, after consulting with the other Party be entitled to make any necessary decision in relation to disclosure to ensure compliance with the Freedom of Information Act 2000. Such decisions may include but not be limited to issues relating to the confidentiality of any document or information, commercially sensitive information and/or matters in the public interest. UKHSA will make reasonable endeavours not to disclose the Supplier's Confidential Information. The obligations of confidentiality with regard to the Confidential Information contained in this Agreement shall remain in force in perpetuity.

9.5 The Parties undertake to comply with all applicable laws, including the Data Protection Legislation and all applicable industry guidelines and standards.

9.6 The Parties agree to provide each other and where appropriate, the Information Commissioner's Office and Department of Health and Social Care, with notification as

to any breach of confidentiality or incident involving a breach of confidentiality as soon as practicable following such event having occurred.

9.7 The Receiving Party agrees during and after expiry or termination of this Agreement for as long as the Confidential Information remains confidential:

9.7.1 that it will not use the Confidential Information in any way except as expressly permitted by this Agreement; and

9.7.2 take all reasonable security precautions in the safekeeping of the Confidential Information.

9.8 If any Receiving Party considers it necessary for the purpose of this Agreement to disclose the Confidential Information to third parties (including any sublicensees or sub-contractors) that are not in scope of the terms of this Agreement, then it may only do so with the prior written consent of the Disclosing Party (which the Disclosing Party may decline in its absolute discretion) and, before any such disclosure takes place, the Receiving Party shall procure that each of the third parties concerned shall have first executed a confidentiality undertaking. Notwithstanding any such undertaking the Receiving Party will be responsible to the Disclosing Party for any failure by any such third party to observe the conditions of this Agreement regarding use and secrecy of the Confidential Information.

9.9 The Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.9 it takes into account the reasonable requests of the other Party in relation to the content of this disclosure.

10 DATA PROTECTION

10.1 For the avoidance of doubt, where a request from a data subject for access to that person's Data is received by a Party pursuant to the Data Protection Legislation, the Party shall after consulting with the other Party be entitled to make any necessary decision in relation to disclosure to ensure compliance with the Data Protection Legislation.

10.2 For the purposes of fulfilling the obligations under this Agreement, both Parties shall comply with the requirements of the Data Protection Legislation as appropriate. The Supplier is the Processor for any personal data used for the generation of the Data provided under this Agreement (though, for the avoidance of doubt, it is acting pursuant to the instructions it receives from the relevant Controllers (i.e. the GP practices) to provide the same to UKHSA and not as a Processor on behalf of UKHSA).

10.3 Both Parties undertake and agree that any Data which is obtained pursuant to the provisions of this Agreement:

10.3.1 is received, obtained, and processed by or in the possession of both Parties solely for UKHSA's public health activities cited in Schedule 1 (Specification and Purpose);

10.3.2 will only be recorded, amended, or altered in accordance with the provisions of this Agreement;

10.3.3 shall be kept secure and shall be treated as confidential as provided by this Agreement, save that where there is any conflict between treating data as confidential information and dealing with it in accordance with the Data Protection Legislation, the provisions of the Data Protection Legislation shall prevail; and

10.3.4 shall only be Processed in accordance with the Specification.

10.4 Both Parties shall use reasonable endeavours to implement appropriate technical and organisational measures to protect the Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration, or disclosure.

10.5 Both Parties shall comply with all applicable provisions of the Data Protection Legislation and shall not do, or cause or permit to be done, anything that may result in the other being in breach of the same. Any breach by a Party of the provisions of this clause 10 or of the Data Protection Legislation in relation to the Processing of the Data or of any other obligation of that Party pursuant to the Data Protection Legislation shall be deemed to be a material breach pursuant to clause 18.

11 INVESTIGATION OF BREACHES OF THE AGREEMENT

11.1 The Parties shall co-operate reasonably in the joint investigation of breaches of this Agreement.

12 REVIEW OF THE AGREEMENT

12.1 The Parties shall meet as reasonably required to:

12.1.1 review the terms of the Agreement and the operation of the Agreement under such terms in particular with regard to ensuring that the Specification is achieving its stated purposes and, if not, whether any variation to the Agreement and/or the Specification is required to ensure such stated purposes are achieved; and

12.1.2 review the content of the Data to ensure that such content remains appropriate with regard to the successful achievement of UKHSA's public health activities

and in particular that the content of the Data continues to represent the minimum data to be shared in order to achieve UKHSA's public health activities.

12.2 Notwithstanding clause 12.1 the Parties shall meet at either Party's reasonable request to discuss issues relating to the operation of this Agreement.

13 INTELLECTUAL PROPERTY

13.1 The Supplier acknowledges and agrees that any Intellectual Property Rights created or arising from UKHSA's use of Data in accordance with the Specification shall belong to UKHSA.

13.2 UKHSA acknowledges and agrees that the Supplier cannot assign any Intellectual Property Rights in the Data.

13.3 The Supplier agrees that they will not bring a claim of owning Intellectual Property Rights in the Data they provide to UKHSA and the use of such Data by UKHSA in accordance with the Specification.

13.4 UKHSA acknowledges that the Supplier or its third party licensors will retain all Intellectual Property Rights of whatever nature in and to the Supplier's Software, Bespoke Software, and its Confidential Information at all times and that UKHSA shall not acquire any right, title, or interest in such Intellectual Property Rights.

13.5 The Supplier acknowledges that UKHSA or its third party licensors will retain all Intellectual Property Rights of whatever nature in and to UKHSA's Confidential Information and pre-existing software products and services disclosed to the Supplier pursuant to this Agreement at all times and that the Supplier shall not acquire any right, title, or interest in such Intellectual Property Rights.

13.6 Each Party shall immediately give written notice to the other Party of any actual, threatened, or suspected infringement of any Party's Intellectual Property Rights, whether jointly or solely owned.

13.7 Except as expressly set out in this Agreement, nothing contained in this Agreement is to be construed as granting or conferring to a Party any rights by licence or otherwise, expressly, or by implication, in respect of any Intellectual Property Rights in, or any invention, discovery or improvement made or acquired by the other Party before the date of this Agreement relating to the other Party's Confidential Information, products, services or software.

13.8 To the fullest extent permitted by law, neither Party gives any warranty, express or implied, in respect of its Confidential Information.

14 REPORTS AND PUBLICATION

14.1 UKHSA shall be entitled to publish reports based on the work carried out under this Agreement and on the results arrived at, provided UKHSA gives accurate acknowledgement of the other Party's involvement under this Agreement and does not thereby disclose any of the Supplier's Confidential Information.

14.2 Neither Party shall use the name or trademark(s) of the other Party or the names of the employees of the other Party in any advertising or sales promotional material or in any publication (except as permitted elsewhere under this Agreement) without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

15 ANTI-BRIBERY CLAUSE

15.1 The Supplier shall:

15.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

15.1.2 not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice, or conduct had been carried out in the UK;

15.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with clause 15.1(a) and 15.1(b) and will enforce them where appropriate; and

15.1.4 promptly report to UKHSA any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;

15.2 The Supplier shall be responsible for ensuring that any person associated with the Supplier who is performing Services in connection with this Agreement does so in accordance with this clause 15.

15.3 Breach of this clause 15 shall be deemed to be a material breach under clause 18.

16 INDEMNITY

16.1 The Supplier agrees to indemnify and hold UKHSA harmless from all claims and all liabilities, fines, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, UKHSA as a result of or in connection with any alleged or actual infringement, whether or not under

English law, of any third party's Intellectual Property Rights arising out of the use or supply of the Data or any material or other data provided by the Supplier to UKHSA in accordance with the provisions of this Agreement:

16.2 The provisions of this clause 16 shall survive termination of this Agreement, howsoever arising.

17 LIABILITY

17.1 Neither Party excludes or limits liability to the other Party for:

17.1.1 fraud or fraudulent misrepresentation;

17.1.2 death or personal injury caused by negligence; or

17.1.3 any matter for which it would be unlawful for the Parties to exclude liability.

17.2 Subject to clause 17.1, neither Party, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise shall in any circumstances have any liability for any losses or damages which may be suffered by the other, which fall within any of the following categories:

17.2.1 any indirect or consequential losses;

17.2.2 loss of profits;

17.2.3 loss of business opportunity and management time; or

17.2.4 loss of goodwill.

17.3 Subject to clause 17.1, in no event shall either Party's maximum aggregate liability arising out of or in connection with this Agreement whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence, exceed the total value of the Contract Price.

17.4 The provisions of this clause 17 shall survive termination of this Agreement, howsoever arising.

18 TERMINATION

18.1 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Agreement immediately on giving written notice to the other if:

- 18.1.1 the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default at least thirty (30) days after being notified in writing to make such payment; or
 - 18.1.2 the other Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that Party being notified in writing of the breach; or
 - 18.1.3 the other Party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 18.1.4 the other Party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or
 - 18.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other Party; or
 - 18.1.6 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party; or
 - 18.1.7 the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 18.2 UKHSA may terminate this Agreement on giving not less than six (6) months' written notice to the Supplier.
- 18.3 On termination of this Agreement for any reason at the request of the Disclosing Party, the Receiving Party shall destroy or return to the Disclosing Party any and all Confidential Information made available to the Receiving Party (including any copies). The Receiving Party further undertakes, if so requested by the Disclosing Party, to supply the Disclosing Party with a statutory declaration given by a director of the Receiving Party declaring that such documents and things so delivered up to the Disclosing Party or destroyed comprise all the Confidential Information (or copies thereof) in the Receiving Party's power, possession or control, and that no Confidential Information has been retained by the Receiving Party, or are held by a third party, in circumstances where they may come into the power, possession or control of the Receiving Party.
- 18.4 Any copy of the Confidential Information made by the Receiving Party, including, but not limited to, any notes, or drawings, or recordings of any demonstrations, or notes of oral disclosures of Confidential Information, (including any recordings of transmissions over telephone lines or via radio or microwave), shall become

the property of the Disclosing Party immediately on creation and shall be returned by the Receiving Party to the Disclosing Party on demand.

18.5 Upon any request by the Disclosing Party under clauses 18.3 and 18.4 the Receiving Party's rights to use the Confidential Information shall cease.

18.6 On termination of this Agreement (howsoever arising) the accrued rights and liabilities of the Parties as at termination, and the following clauses, shall survive and continue in full force and effect: clauses 5.2, 6.1.3, 8.1, 8.2, 8.5, 8.7, 9, 13, 16 and 17.

18.7 If the Services are not supplied in accordance with, or the Supplier fails to comply with, any terms of this Agreement, UKHSA shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

18.7.1 to rescind this Agreement; or

18.7.2 to refuse to accept the provision of any further Services by the Supplier; or

18.7.3 to require the Supplier, without additional cost to UKHSA, to carry out such additional work as is necessary to correct the Supplier's failure; and

18.7.4 in any case, to claim such damages as it may have sustained in connection with the Supplier's breach (or breaches) of this Agreement not otherwise covered by the provisions of this clause 18.

18.8 If UKHSA fails to comply with, any terms of this Agreement, the Supplier shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

18.8.1 to rescind this Agreement; or

18.8.2 to refuse to provide any further Services to UKHSA; and

18.8.3 in any case, to claim such damages as it may have sustained in connection with UKHSA's breach (or breaches) of this Agreement not otherwise covered by the provisions of this clause 18.

19 DISPUTE RESOLUTION

19.1 If a dispute arises out of or in connection with this Agreement or the performance, validity, or enforceability of it (Dispute) then the Parties shall follow the procedure set out in this clause:

19.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Head of Vaccine Supply of

UKHSA and the Commercial Manager of the Supplier shall attempt in good faith to resolve the Dispute;

19.1.2 if the Head of Countermeasures Supply and Operations of UKHSA and the Commercial Manager of the Supplier are for any reason unable to resolve the Dispute within 15 days of service of the Dispute Notice, the Dispute shall be referred to the Deputy Director - Head of Vaccines and Countermeasures Response of UKHSA and Senior Account Manager of the Supplier who shall attempt in good faith to resolve it; and

19.1.3 if the Deputy Director - Head of Vaccines and Countermeasures Response of UKHSA and Senior Account Manager of the Supplier are for any reason unable to resolve the Dispute within 15 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing (ADR notice) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

19.2 No Party may commence any proceedings under clause 21.8 in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

19.3 If the Dispute is not resolved within 60 days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved in accordance with clause 21.8 of this Agreement.

20 NOTICES

20.1 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by leaving it at (but not by post), or sending it by pre-paid first-class post or other next working day delivery service providing proof of delivery to, its registered office (if a company) or (in any other case) its principal place of business, or may be sent by fax to the other Party's main fax number.

20.2 Any notice or communication shall be deemed to have been received if delivered by leaving it at (but not by post), on signature of a delivery receipt, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e- mail.

21 GENERAL PROVISIONS

21.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for two (2) weeks, the Party not affected may terminate this Agreement by giving seven (7) days' written notice to the other Party.

21.2 This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to its subject matter.

21.3 If there is an inconsistency between any of the provisions of this Agreement and any other terms and conditions issued by one Party to the other Party during the performance of this Agreement, including without limitation any terms and conditions set out in any purchase orders, the provisions of this Agreement shall prevail.

21.4 This Agreement is personal to the Parties which, except as expressly provided in this Agreement, may not, without the prior written consent of the other Party, assign, sub-licence, sub-contract, transfer or charge this Agreement or any part of it.

21.5 The relationship of the Parties is that of independent contractors dealing at arm's length and nothing in this Agreement shall be construed so as to constitute one Party as an agent or employee of the other. The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.

21.6 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

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



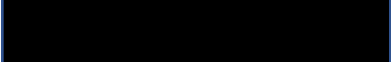

21.8 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non- contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by, for and on behalf of United Kingdom Health Security Agency:

Full Name:	
Job Title/Role:	
Date Signed:	

Signed by, for and on behalf of Egton Medical Information Systems Limited:

	
Full Name:	
Job Title/Role:	
Date Signed:	

Schedule 1: Specification and Purpose

1. Specification

REDACTED

2. Purpose

UKHSA may use the Data provided pursuant to this Agreement for legitimate public health purposes in the pursuit of the population's health, including:

- a) routine publication and review against public health targets;
- b) to inform public health actions such as catch up campaigns;
- c) presentation to Scientific Advisory Committees such as the Joint Committee on Vaccination and Immunisation by UKHSA; and
- d) sharing for use to support actions to improve vaccine uptake

Schedule 2: Contract Price

2022-23

REDACTED

The contract charges for 2022 to 2023 will be up to a maximum of £526,894 excluding VAT should the optional extension of up to 6 months be required.

Schedule 3: Variation Form VARIATION TO CONTRACT FORM

CONTRACT TITLE:

FOR THE PROVISION OF:

CONTRACT REF: VARIATION No DATE: / /

BETWEEN:

United Kingdom Health Security Agency, an executive agency to The
Department of Health and Social Care (hereinafter called the Authority) and

Egton Medical Information Systems Limited (hereinafter called the Contractor)
whose registered office is at Fulford Grange Micklefield Lane, Rawdon, Leeds,
England, LS19 6BA.

The Contract is varied as follows:

(INSERT DETAILS OF VARIATION)

Words and expressions in this Variation shall have the meanings given to them in the
Contract.

The Contract, including any previous Variations, shall remain effective and unaltered
except as amended by this Variation.

SIGNED:

For: The Authority

For: The Contractor

By:
Full Name:

By:
Full Name:

Grade/Pay Band:
Date:

Title:
Date:

DN: If provided with copies already signed on behalf of the Authority sign both and
return one copy to the Authority. If unsigned, sign both and return both to the
Authority for completion.