

# **UK HEALTH SECURITY AGENCY**

## ***SUPPORT CONTRACT SCHEDULES***

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## **Schedule A**

### *Contractor Undertakings*

#### **A1 Contract Timing**

##### **A1.1 Commencement of Support Services**

The provision of support services shall commence on April 1<sup>st</sup> 2023.

##### **A1.2 Contract duration**

The Support Contract is binding for a period of 12 months.

#### **A2 Service Cover Time**

##### **A2.1 Normal Service Cover Time**

A Help Desk and Remote Diagnostics facility will operate between 07:30 hours and 16:30 hours, Monday to Friday (excluding UK bank holidays) for the reporting of faults, requesting of information, and advice and assistance with user problems.

##### **A2.2 Silver Support (extended hours)**

Support will be available between 07:00 hours and 19:00 hours, Monday to Friday, and 08:00 hours to 12:00 hours Saturday (excluding UK bank holidays). Extended hours support is restricted to the resolution of urgent and blocking issues (referred to as Level1 and Level2 in Section A3 1.2.1 below). Other faults and requests for assistance and advice will be booked in but not processed until the next business day.

##### **A2.3.2 Gold Support (out of hours)**

Gold Support is provided 24 hours a day, 7 days a week and includes a response time within 2 hours. Gold support call charges apply for all calls places outside “Silver Support” hours.

Out-of-hours support is restricted to the resolution of blocking issues only (referred to as Level1 in Section A3 1.2.1 below).

##### **Gold support call charges**

A flat charge of £225 will be raised for each call placed outside of the ‘Silver Support’ hours. The initial charge covers the first 30 minutes intervention. A further £100 charge will be raised for any part of 30 minutes work time outside the Silver support hours that form part of the same support request.

##### **A2.4 Operation Outside of Cover Time**

The Authority may use the System twenty-four hours a day, seven days a week, without incurring charges or penalties associated with continuous operation.

System availability will be measured over twenty four hours a day, seven days a week.

### **A3 Service Provision**

#### **A3.1 Service Contract**

##### **A3.1.1 Help/Support/Service Desk**

The Help Desk is continuously manned during the service cover time, to allow the Authority to report and log all System errors, faults or user problems. If no immediate solution can be found for a high level category fault, the problem is given an emergency level status and attributed to a programmer. At least one programmer will be available to minimise problem resolution time.

##### **A3.1.2 Problem/Issue Management**

###### **A3.1.2.1 Severity Levels of System Failure and Service Levels**

The Authority will act as first line support for problems and faults and the Contractor as second line support facility. Any named member of the Authority is authorised to place a call on the Contractor's help desk. When a call is placed with the help desk a problem category must be decided upon and agreed by both parties prior to the call being logged. If any difficulties occur in agreeing upon a category, then the issue will be escalated to the relevant managers for resolution.

The categories are defined as follows:

###### **Level 1**

This category is for **emergency** situations where a fault is affecting the operation of the whole System thus rendering it inoperable. The Contractor's helpdesk software refers to this problem category as "blocking" or "critical".

###### **Level 2**

This category is for **urgent** situations where important features of the System are unavailable and/or there is restricted use of any of the modules which are not working correctly. The System will therefore be operational but have restricted use.

The Contractor's helpdesk software refers to this problem category as "urgent" or "high priority".

###### **Level 3**

This category is for **limited impact** situations or any event that is considered more of an inconvenience rather than a restriction to the users of the System. The Contractor's helpdesk software refers to this problem category as "moderate priority".

#### **Level 4**

This category is for **cosmetic** problems which do not affect the operation of the System but can be classed as minor defects or as a transient fault.

The Contractor's helpdesk software refers to this problem category as "low priority".

It is not envisaged that this category will require a response solely to resolve this type of problem, but the fix can be included in the next piece of work to be done on the software.

#### **A3.1.2.2 Response Times**

For the defined categories, the following target times are to be met. The times included in the table start at the point at which the call is logged with the help desk, after it has been allocated a reference number but before it has been allocated a priority.

<b>Level</b>	<b>Initial Response Time</b>	<b>Workaround</b>	<b>Resolution/Fix Time</b>
<b>Level 1</b>	1 hour	+ 4 hours	+ 5 hours
<b>Level 2</b>	2 hours	+ 6 hours	+ 8 hours
<b>Level 3</b>	4 hours	+ 24 hours	+ 3 days
<b>Level 4</b>	7 hours	+ 45 hours	next release or 3 months

Service level classification is subject to the agreement by the Authority.

It must be noted that for level 1 category a call placed before 16:00 hours should not become curtailed at that time and that all hours quoted relate to actual working hours during support cover time.

#### **Definitions**

**Initial Response Time** is for an initial assessment of the problem.

**Workaround** is for remedial action being taken in the form of a patch or alternative solution which provides the removal of the symptom or problem.

**Resolution/Fix Time** is the final solution to the problem.

All the times shall apply unless otherwise agreed with the Authority.

#### **A3.1.2.3 Remote access to the System**

The Contractor will comply with the Authority's remote access policies. This will enable remote diagnosis of any System faults and avoid unnecessary delays in fixing problems.

Any access to the live System from remote source via VPN must be authorised.

#### **A3.1.3 Service Reviews**

In addition to any review meetings which may be called to discuss the performance of the support contract the Contractor will undertake to attend an annual performance review with the Authority which will have the aim of recognising excellent service as well as agreeing implementation plans to improve the service if it is not meeting the agreed service levels.

#### **A3.1.4 Authority's Security Procedures**

The following documentation is provided to the Contractor in accordance with Clause 12.1 of the Health Security Agency's Contract for the Supply of a Microbiological Laboratory Information System Terms and Conditions the Contractor agrees to abide by the;

UKHSA Information Security Policy and Best Practice Guide

#### **A3.2 Product Updating**

Subject to the agreement of the Authority, the Contractor shall supply and install any software enhancements and upgrades which are necessary to fulfil the required availability, performance or data availability as identified in the Supply Contract. The Contractor commits to upgrading the supplied hardware only if contractual obligations are not met. All other hardware upgrades are not included.

In addition, the Contractor will supply new releases of the software, service packs and documentation free of charge but may charge for the installation and upgrade costs associated with these. The timing and cost of such work shall be agreed in advance with the Authority.

Where the Authority decides not to accept an upgrade to the System the Contractor will continue to support the Authority's current version of the Software for the duration of this contract.

#### **A3.3 Hardware Maintenance**

The hardware which currently running the system is covered by a residual 5 year Service Pack. On expiration of the Service Pack, the Authority will procure an extension of the hardware cover from the original vendor or a third party supplier until the system is decommissioned or the hardware replaced. In the absence of hardware service pack or equivalent cover, the Authority will bear the costs of hardware repairs and maintenance. The Contractor is responsible for monitoring the hardware and for managing any third parties involved but does not bear the cost for hardware repairs.

The Authority undertakes to maintain Hardware in good working order and to:-

- a) Perform scheduled and preventative maintenance according to the contractor's written instructions and schedule.
- b) Assist the Contractor with remedial maintenance on request.
- c) Provide and monitor the hardware operating condition defined in the Hardware manufacturer's standard specification and procedures with regard to:
  - i. Room temperature and humidity
  - ii. Power supply
  - iii. Network performance

The Contractor undertakes to monitor the Hardware to ensure it remains in good working order and to:-

- a) Perform remotely scheduled and preventative maintenance according to the Hardware manufacturer's standard specification and procedures
- b) Perform remedial maintenance according to the Hardware manufacturer's standard specifications and procedures.

#### **A3.4 Software Maintenance and Support**

The Contractor will provide the necessary services in order to maintain continuous operation during the hours-of-service cover.

#### **A3.5 Rights to be Granted**

The following rights to be granted to the Authority by the Contractor are identified in accordance with Sub-Clause 19.1.1 paragraph (b):

The Contractor has granted to the Authority a perpetual licence to use the software for the lifetime of the System.

The Contractor grants the Authority to right to obtain alternate support from third parties for the hardware, operating system software, and any peripherals supplied by the Contractor.

1. Description of Critical Item	2. Owner	3. Able to Grant Rights	4. Commits to Grant Rights
Contractor Application Software	CGM LAB Belgium	Yes	Yes in the event of the Contractor being unable to supply the contracted conditions of support.

The Authority will also have the right to attend user group meetings.

#### **A3.5.1 Release from Responsibility**

In the circumstances listed below, the Contractor is released from its responsibility for the performance of the Support Services to the extent described:

- a) unreasonable refusal by the Authority to:
  - i) carry out a remedial or scheduled action proposed by the Contractor, e.g. use of temporary software fix or by-pass;
  - ii) make time available for use of diagnostic aids;
  - iii) permit access to Hardware;

The Contractor is not responsible for any failure which results directly from such refusal;

- b) failure resulting directly from a product which the Contractor does not maintain under the Contract. The Contractor is not responsible for any failure of Hardware or Software to meet Service Levels as a result of failure of such product;
- c) system recovery time. This is time taken to bring the System back to full operation once a fault is fixed and the System is handed back to the users. It may be excluded from any calculation of achievement of Service Levels or limited to a standard time;
- d) refusal or failure to provide the information necessary for the Contractor to diagnose/fix the problem, see Section A3.1.2 Problem/Issue Management. Failure to provide such information will release the Contractor from its obligation to meet related Service Levels but not from remedying the problem.

### **A3.6 Provisions Applicable to Discontinuance of Support Services**

#### **A3.6.1 Items Critical to the Contractor's Performance of Support Services**

Access to the System via VPN subject to the security requirements of the NHS Net Connectivity code and any other Agency security requirements (see also paragraph A3.1.2.3).

#### **A3.6.2 Authority's Options on Discontinuance of Support Services**

The Contractor agrees to provide services to extract the Authority's data from the System in a format to be agreed should this be required. This service may be chargeable but at a rate no higher than the Contractor's then current rate for similar services.

## **A4 Remedial Support Services**

Remedial Support Services are specified in section A3. Sections A4.1 and A.4.2 describe how such services are applied during operation of the System and how their performance is monitored.

The terms defined below are used in this section A4 and A5 to mean the following:

'Availability' is the period during which the Authority has access to and use of the System.

'Downtime' is the period when through no fault of the Authority the System cannot be used to complete its scheduled workload. The downtime commences at the time that the fault is reported to the Contractor's help desk and ends when the problem has been resolved and accepted by the Authority.

### **A4.1 Priorities of Incidents Requiring Remedial Services**

Each incident shall be reported to the Contractor by the Authority in accordance with the Fault Reporting Procedures contained in Schedule F. The representatives of the Authority and the Contractor shall assign a level of priority for application of remedial services by the process specified therein according to the categories described in A3.1.2.1.

### **A4.2 Planned Corrective Action**

Each priority level specified in Section A4.1 above shall have associated with it a description of the corrective actions to be taken to resolve problems that arise out of incidents classified at that priority level and a planned timescale for the successful completion of such actions. The planned actions and the planned timescales for each priority level are shown below:

#### ***Level 1***

The Contractor will allocate a higher degree of specialist resource to the problem immediately. This action will be registered with the Contractor's help desk Manager and the Authority will be kept informed of all progress.

If the problem is not cleared within 24 hours, then the problem will be escalated to Director level and a verbal report issued to the Authority every four hours, within a working day, until it is resolved. It is not necessary for the Director to make the report personally.

#### ***Level 2***

The Contractor will allocate a higher degree of specialist resource to the problem within 4 hours of the escalation procedure being invoked. This action will also be registered with the Contractor's Help Desk Manager who will keep the Authority informed of all progress.

If the problem is not cleared within 48 hours, then the problem will be escalated to Director level and a verbal report issued to the Authority every four hours, within



a working day, until it is resolved. It is not necessary for the Director to make the report personally.

### ***Levels 3 and 4***

The Contractor's Help Desk Manager will be responsible for keeping the Authority informed of any progress.

## **A5 Performance Monitoring**

### **A5.1 Support Services History**

The Authority shall be primarily responsible for the collection and presentation of statistics in respect of the performance of Support Services as specified in Schedule D. The Contractor shall be responsible for making available to the Authority, on a timescale and at intervals consistent with the Authority's performance of its responsibilities specified in Schedule D, the information listed below:

### **A5.2 Service Levels**

The Support Services performed by the Contractor shall conform to the Service Levels set out below:

#### ***Availability***

The target availability is 100%. Actual available hours, to take account of level 1 failures (but excluding any hours lost due to hardware and third party software failures and agreed times for scheduled upgrades for which the Contractor is not responsible) must not fall below 99.5%.

Accountable hours are twenty-four hours a day, seven days a week.

#### ***Response Times***

Software - the Contractor will provide a help desk to provide telephone support in working hours which will respond to any queries within one working hour and resolve non-development problems within the times defined in A3.1.2.1.

#### ***Software Upgrades***

Licence/support costs include automatic rights by the Authority to new system versions as they are released. The installation of new versions may be chargeable but at a rate no higher than the Contractor's then current rate for similar services.

#### ***Maintenance***

Any downtime for planned upgrades must be agreed with the Authority.

### **Operational Performance**

The response times specified in Schedule A of the Supply Contract will be met.

#### **A5.3 Failure to Meet Service Levels**

In the event that the Contractor fails to meet any of the Service Levels specified in section A5.2 above, the provisions set out in this section apply as appropriate:

##### **A5.3.1 Corrective Actions**

In the event that the Support Services fail to conform to any Service Level specified in Section A5.2 above in any calendar month, the Contractor and the Authority, (where appropriate) shall take corrective action, until such non-conformance is rectified as follows:

The problem will be escalated to the appropriate level and both the Contractor and the Authority will actively continue working on the fault until it is resolved. This will include 'workthrough' from the Contractor where necessary.

'Work Through' = Remedial work on serious faults will continue outside of normal working hours, if such work has commenced during normal working hours, at no additional cost, subject to the availability of any necessary replacement components or of third parties.

##### **A5.3.2 Performance Remedies**

In the event that the Support Services fail to conform to a Service Level, specified in Section A5.2 above, in a manner described below, the Contractor shall take such actions to remedy its performance, and/or the Authority shall have the right to apply such performance remedies, as may be specified below in association with such failure:

A system of maintenance credits will operate. For each hour of downtime in excess of the stated threshold the Authority will be entitled to a deduction of 1% of the following year's maintenance charge to a maximum of 40 hours after which a material breach of the contract is deemed to exist.

## Schedule B

*System to be maintained*

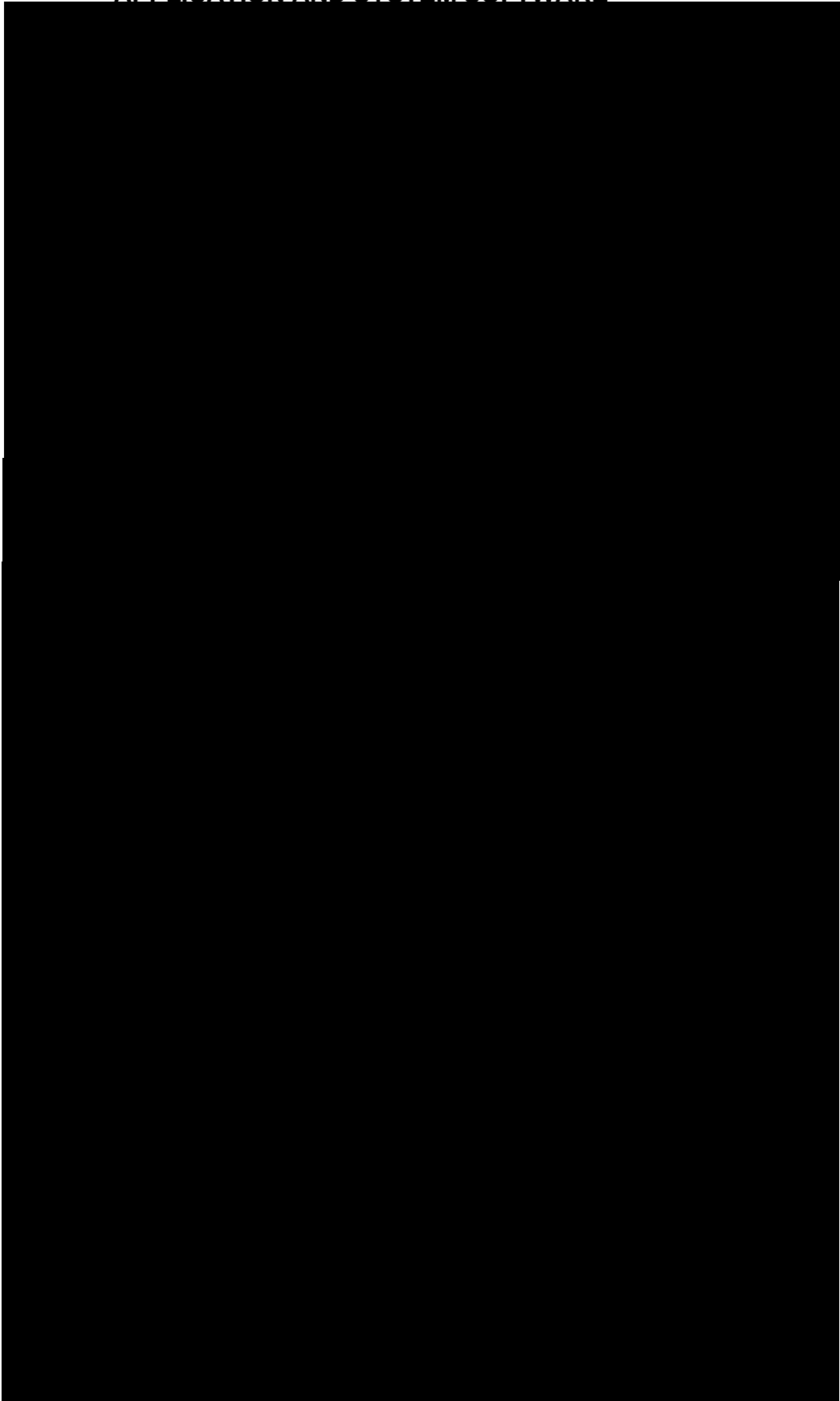
### B1 System

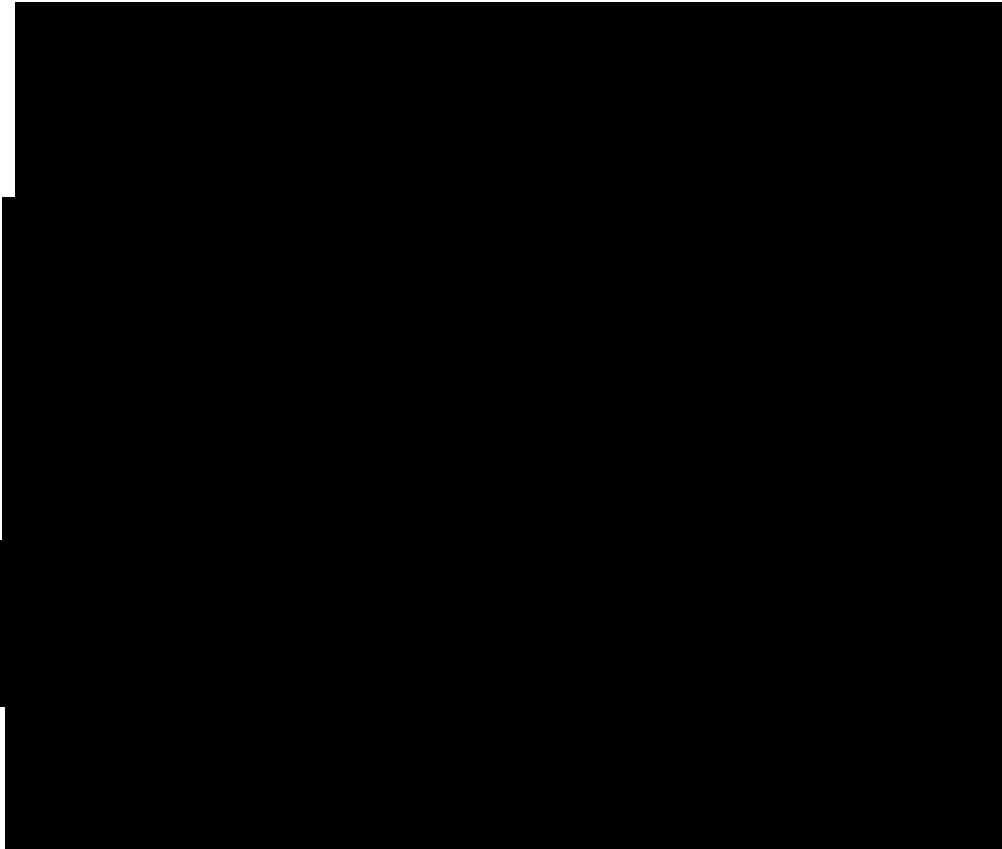
#### B1.1 Hardware

NO.	DESCRIPTION	SUPPLIER
2		
2		

## B1.2 Software

### APPLICATION AND SYSTEM SOFTWARE





### **B1.3 Any Other Equipment**

The Authority will be responsible for the support and maintenance of the peripheral devices not listed above.

The Authority will be responsible for the support and maintenance of the Authority network.

### **B1.7 Any Other Programs**

The Authority will be responsible for procuring the annual support for any other software used with the system and not listed under B1.2.

This includes but is not limited to:

- Oracle Database
- Windows Server
- Crystal Reports
- Microsoft Office
- Adobe Acrobat

Authority responsibility for the maintenance of software will be agreed with the Contractor.

## **B2 Sites**

UK Health Security Agency

- Specialised Microbiology and Laboratories61 Colindale Avenue, London NW9 5HT
- Special Pathogens Reference Laboratory, Centre for Preparedness and Response, Porton Down, Salisbury
- UKHSA Regional Microbiology labs in Birmingham, Manchester and LEEDS

The following additional laboratory will or may in future be linked to the System network:

- UKHSA Bristol Labs
- UKHSA Newcastle Labs

## Schedule C

### *Other Responsibilities of the Contractor*

#### **C1 Contractor's Authorised Officer**

[REDACTED]  
[REDACTED]

#### **C2 Address for Communications**

CGM LAB Belgium S.A.  
Rue Prés Champs 25b  
B-4671 Barchon  
Belgium

[REDACTED]  
[REDACTED]

#### **C3 Contractors Key Personnel in Relation to the Project**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

#### **C4 Approved Sub-Contractors**

Mediaform

#### **C5 Quality Management System**

Support staff at CGM LAB Belgium will follow standard ISO 9001 certified procedures when providing the contracted support. These procedures include call logging and progress checking to allow continuous monitoring of support performance, identification of critical faults and escalation to ensure that critical faults are remedied.

#### **C6 Co-operation**

If it is not immediately clear where responsibility for a fault lies then the Contractor agrees to retain ownership of the problem until such time as the cause can be definitively established and will undertake remedial actions as necessary and appropriate. If the problem is subsequently shown to be unrelated to the Contractor then a charge may be made for this service.

The Contractor also agrees to co-operate fully with third parties who have a legitimate interest in the System (for example, another supplier who needed to interface with the System in the future).

## Schedule D

### *Authority Responsibilities and Personnel*

#### **D1 Authority's Authorised Officer:**

[REDACTED]  
[REDACTED]

#### **D2 Address for Communications:**

UK Health Security Agency  
Specialised Microbiology and Laboratories,  
61, Colindale Avenue  
London NW9 5HT

[REDACTED]  
[REDACTED]

#### **D3 Key Personnel:**

[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### **D4 Rights to be Obtained by the Authority**

The following rights will be obtained by the Authority to facilitate the provision of all or part of the Support Services by the Contractor:

Remote Access: The Authority will provide access to the System server via remote access server software and VPN.

#### **D5 Records and Fault Reporting**

##### **D5.1 Records - Support Service History**

The Authority will maintain a record of the operation of the System which will include the following:

- 1) Number of incidents during any period, (measurement periods should be discrete periods, e.g. calendar months, not rolling periods)
- 2) Cause of each Incident, or class of cause e.g. Hardware, application software, System Software);
- 3) Duration of each Incident
- 4) Solution to each incident
- 5) Any extraordinary action required to resolve the Incident, e.g. escalation to higher level.



The use of these statistics will allow a quantitative and qualitative measurement of performance to be presented at service review meetings and will be used for the calculation of any performance remedies.

**D5.2 Service Review Meetings**

In respect of the service reviews to be carried out in accordance with Section A3.1.3 the Authority shall have the following responsibilities:-

To arrange accommodation, arrange for the System Administrator and other staff to be available and allow access to relevant records including fault reports.

**D6 Provision of Facilities**

The Authority will provide office accommodation with telephone facilities and connection points to the network, for use by the Contractor's authorised personnel to allow for the implementation and support of the System.

**D7 Access**

The Authority will allow all reasonable access to the Contractors authorised personnel to all areas required to allow for the support of the System.

## Schedule E

### *Financial Obligations*

## E1 Contract Charges

ArtNr.	Description	2023-2024
	molis Software - Application software	
	-Third party software	
	Data Import	

	Interfaces	
	System and hardware support	
		152,545.92

Quoted costs are inclusive of all expenses. Costs are exclusive of VAT.

Future additions to the list of modules and interfaces will incur an additional support charge. The Contractor will follow the Authority's wish in adding the cost to the present schedule or invoicing it under a separate support schedule.

**E2 Payment Schedule**

Annual support runs from the 1<sup>st</sup> of April to the 31<sup>st</sup> March of each year.

The Payment Schedule for the ongoing support costs as identified in E1 will be paid annually one year in advance. The payment must be made so the Contractor receives it no later than on the last business day in March of ending support year.

**E3 Form of Invoice**

The Contractor will ensure that the official Authority order number will be shown on all invoices submitted for payment, together with a breakdown of the relevant item that this refers to.

**E4 Cost of Compliance with the Law**

The contractor guarantees to be compliant with the law at the time of implementation and undertakes to bear the cost of development to comply with the law. The contractor however reserves the right to charge for the installation of such upgrades to the System, subject to the authority having a full support contract during this time period.

## **Schedule F**

### *Procedures Specified Under the Contract*

#### **F1 Change Control Procedure**

##### **STANDARD CHANGE CONTROL PROCEDURE**

##### **F1.1. PRINCIPLES**

**F1.1.1** Where the Authority or the Contractor, during the implementation of the Contract, see the need for change (which terms include modification) to the System interfaces, inputs, outputs, loads, functionality or to the way the System is implemented, the Authority may at any time request, and the Contractor may at any time recommend, such change and propose an amendment to the Contract in accordance with the formal Change Control Procedure (CCP).

**F1.1.2** Neither the Contractor nor the Authority shall unreasonably withhold its agreement to any change.

**F1.1.3** Unless the Authority and the Contractor otherwise agree in writing, there shall be no presumption that the obligations undertaken by either party in connection with the Contract are in any way changed until the amendment to the Contract has been affected in accordance with the CCP.

**F1.1.4** No amendments to the Contract shall be valid unless they have been agreed in writing by or on behalf of the Authorised Officers of the Contractor and the Authority.

##### **F1.2. PROCEDURES**

**F1.2.1** The Authority and the contractor shall discuss changes proposed by either party and such discussion shall result in either:

- 1) Agreement not to proceed further, or
- 2) In a written request for a change by the Authority, or
- 3) A recommendation for a change by the Contractor.

**F1.2.2** Where a written request for a change is received from the Authority, the Contractor shall, unless otherwise agreed, submit a Change Control Note (CCN) to the Authority within 3 weeks.

**F1.2.3** A recommendation for a change by the Contractor shall be submitted as a CCN direct to the Authority at the time of such recommendation.

**F1.2.4** Each CCN shall contain:-

- 1) the title of the change;
- 2) the originator and date of the request or recommendation for the change
- 3) the reason for the change
- 4) full details of the change including any specifications and user facilities
- 5) the price, if any, of the change
- 6) a timetable for implementation together with any proposals for acceptance of the change.
- 7) a schedule of payments if appropriate
- 8) the impact, if any, of the change on other aspects of the Contract including but not limited to:-
  - a) milestones
  - b) the overall contractual timetable
  - c) project implementation plan
  - d) the Contract Price/Contract Charges
  - e) the overall payment schedule
  - f) documentation list
  - g) resources
  - h) contractual issues
  - i) serviceability and performance levels
  - j) system configuration including store utilisation
  - k) throughput
  - l) resilience
- 9) the date of expiry of the CCN
- 10) the provision for signature by the Authority and by the Contractor.

**F1.2.5** For each CCN submitted, the Authority shall, within the period of the validity of the CCN:

- 1) allocate a sequential number to the CCN
- 2) evaluate the CCN and as appropriate either:
  - a) request further information, or
  - b)
    - i) approve the CCN
    - ii) notify the Contractor of the rejection of the CCN
- 3) arrange for two copies of the CCN to be signed by or on behalf of the Authority and the Contractor.

**F1.2.6** The Project Manager on behalf of the Authority, shall advise the Contractor of acceptance of the CCN. Such acceptance shall be in writing, accompanied by a copy of the signed CCN, and shall constitute a formal amendment to the contract.

**PROJECT: UK Health Security Agency LIMS**  
**Support of Microbiological Laboratory Information System**

**CHANGE REQUEST**

Originator	Unit/Location	Date:	Reference
Validity:			
Title of change:			
Reason for Change:			
Description of Change:			
Impact Assessment:			

**Signature/ Approval Block:**

**The Authority:**

Name:

Position:

Date:

Signature:

**The Contractor:**

Name:

Position:

Date:

Signature:

## **F2 Escalation Procedure – Resolution of Faults**

Refer to Schedule A

## **F3 Escalation Procedure - Dispute Resolution**

In the event of any dispute, difference or question of interpretation arising between the parties, neither party shall take recourse to any other resolution unless and until the post holders named herein have been fully consulted.

Consultation for this purpose shall commence as between the lowest level post holders and, in the event that satisfactory resolution cannot be obtained at that level, shall proceed level by level up to the highest level post holder of the parties respective organisations as named herein.

A decision to take recourse to any other resolution beyond this procedure will be made by the highest level post holder named herein only after full and detailed review of the relevant issues with the lower level postholders within their own organisation and with their counterpart level post-holder in the other parties organisation.

Notification of the invocation of this procedure must be made in writing and in the first instance between the lowest post holders. This procedure will not be deemed to be invoked unless such written notification has been carried out.

Below are the posts with their respective levels to which this procedure refers:-

### **The Authority:**


### **The Contractor:**


## **F4 Fault Reporting Procedure**

All faults should be recorded directly into the CGM Support Portal or emailed to the Contractor's help desk where they will be logged. Out of hours support requests must be reported using the dedicated Gold Support phone number.

Any named member of the Authority is authorised to place a call on the Contractor's help desk. When a call is placed with the help desk a problem category must be decided upon and agreed by both parties prior to the call being logged. If any difficulties occur in agreeing upon a category, then the issue will be escalated to the relevant managers for resolution.



## Schedule G

### *Agreements Specified Under the Contract*

#### **G1 Confidentiality Agreement**

The following agreement will be used if necessary:

#### **UK HEALTH SECURITY AGENCY MUTUAL CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made between UK Health Security Agency of Holborn Gate, 7<sup>th</sup> Floor, High Holborn London WC1V 7PP (hereinafter referred to as the 'Authority') and CGM LAB Belgium (hereinafter referred to as the 'Contractor').

**WHEREAS**, the Authority and the Contractor agree to the mutual exchange and disclosure, directly or indirectly, of proprietary information relating to

*Centre for Infections Laboratory Information Management System*

including but not limited to business affairs, operations and processes, trade secrets, formulae, software programs, know-how, test results, design rights, drawings, models, photographs, sketches and specifications, which are designated as proprietary by either party; and

**WHEREAS**, the Authority and the Contractor agree to exchange and disclose, directly or indirectly, the aforementioned proprietary information, (hereinafter referred to as the 'Confidential Information') for the sole purpose of the provision and implementation of a Laboratory Computer System as identified in Schedule B (hereinafter referred to as the 'Purpose') and the parties are desirous that the Confidential Information be protected on the terms and conditions following,

**NOW THEREFORE**, the parties hereto agree as follows:

1. In this Agreement:
  - (a) 'Receiving Party' refers to a party to this Agreement which receives Confidential Information pursuant to the Purpose; and
  - (b) 'Disclosing Party' refers to a party to this Agreement which discloses Confidential Information pursuant to the purpose.
2. In consideration of the mutual exchange and disclosure of Confidential Information pursuant to the Purpose, provided that such Confidential Information is clearly marked 'Confidential' or 'Proprietary' or designated as confidential or proprietary by appropriate markings or notices, the Receiving Party agrees that for a period of three (3) years from the date of this Agreement it shall:-

- (a) Take all reasonable steps to prevent disclosure of such Confidential Information it receives from the Disclosing Party to any third parties except as expressly agreed in writing by the Disclosing Party;
  - (b) only disclose such Confidential Information to any employees of the Receiving Party who have an absolute need to know in connection with the Purpose; and
  - (c) only use such Confidential Information for the Purpose
- 3. The Receiving party shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own confidential and proprietary information.
- 4. The Disclosing Part agrees that the Receiving Party shall have no obligation with respect to any such Confidential Information which:
  - (a) is already known to the Receiving Party; or
  - (b) is or becomes publicly known through no default or breach of this Agreement by the Receiving Party; or
  - (c) is rightfully received from a third party without similar restriction and without breach of this Agreement; or
  - (d) is independently developed by the Receiving Party without breach of this Agreement; or
  - (e) is furnished to a third party by the Disclosing Party without a similar restriction on such third party's rights to disclose; or
  - (f) is disclosed where it is necessary to do so by law or request of a governmental agency, (in such instance, the Receiving Party shall first give the Disclosing Party notice of such request); or
  - (g) relates to general concepts of computer hardware and software technology or data processing.
- 5. All tangible forms of the Confidential Information, such as written documentation, delivered pursuant to this Agreement shall be and will remain the property of the Disclosing party.
- 6. Nothing contained in this Agreement shall be so construed as to:
  - (a) grant or confer any rights by licence or otherwise, expressly, impliedly, or otherwise in relation to the Confidential Information.
  - (b) prevent either party from using data processing techniques, ideas, know-how and the like gained during the currency of the Agreement in the furtherance of its normal business, to the extent that this does not result in

the disclosure of Confidential Information or infringement of any valid intellectual property rights of the other party.

7. Within seven (7) days of completion of the Purpose, or within seven (7) days of a written request from the Disclosing Party in the event of any breach of the terms of this Agreement or misuse of the Confidential Information by the Receiving Party, the Receiving Party shall:
  - (a) return any Confidential Information in its possession and any copies thereof to the Disclosing Party; or
  - (b) at the option of the Disclosing Party, destroy any Confidential Information in its possession and any copies thereof; and
  - (c) provide a written statement to the Disclosing Party to the effect that it has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof.
8. This Agreement expresses the entire agreement and understanding between the parties of their obligations hereunder in respect to the Confidential Information and its use pursuant to the purpose and supersedes all prior agreements and understanding in respect thereof.
9. The Agreement shall be construed as being subject, in all respects, to the Laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts, in the event of any dispute.

## G.2 Data Protection Agreement

### G.2.1 Data Protection

#### G.2.1.1 Each party:

- (a) shall comply and warrants that it has complied, with all applicable legislation, regulations and guidelines relating to the handling of patient information in the HPA or relating to the maintenance of confidentiality in respect thereof.
- (b) shall comply and warrants that it has complied with all data protection and privacy laws and regulations in any relevant jurisdiction (together, the "**Data Protection Laws**");
- (c) shall not, by any act or omission, put the other party in breach of any of the Data Protection Laws; and
- (d) shall do and execute, or arrange to be done and executed each act, document and thing necessary or desirable to keep the other party in compliance with any of the Data Protection Laws

in connection with this Agreement.

#### G.2.1.2 Where, in connection with this Agreement, a party (the "**Data Processor**") processes information about living individuals which is held in automatically processable form (for example, on a computer) or in a structured manual filing system ("**personal data**") on behalf of the other party (the "**Data Controller**"), the Data Processor shall:-

- (a) process those personal data only on the written instructions of the Data Controller;
- (b) implement appropriate technical and organisational measures to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
- (c) process those personal data fairly and lawfully;
- (d) make all reasonable efforts to ensure that those personal data are accurate and up to date at all times;
- (e) not disclose those personal data to any person except as required or permitted by this Agreement or with the Data Controller's written consent;
- (f) provide full cooperation and assistance to the Data Controller in allowing data subjects to have access to those data and/or to ensure that those data are deleted or corrected if they are incorrect (or, if the Data Controller does not agree that they are incorrect, to have recorded the fact that the data subject considers the data to be incorrect); and
- (g) not process those personal data except to the extent reasonably necessary to the performance of this Agreement.

**G.2.1.3** The Data Controller instructs the Data Processor, where the Data Processor processes personal data on behalf of the Data Controller, to take such steps in the processing of those personal data as:

- (a) are reasonably necessary for the performance of this Agreement; and
- (b) are consistent with the performance of this Agreement and any applicable laws and regulations.

**Signature/ Approval Block:**

**On behalf of the Authority:**

**On behalf of the Contractor:**

Date Signed: 06/07/2023

Date Signed: 06/07/2023