



Julia Stowe PhD

[REDACTED]

Quotation Ref: [REDACTED]

DATE OF ISSUE: 10/10/2023

(This quotation is valid for 30 days from this date of issue)

Description of Product/Service

**QUOTATION DESCRIPTION**

System C to provide all types of vaccines processed by the CHIS providers.”

CHIS Data to UKHSA

The embedded document outlines the vaccination data UKHSA seeks to obtain from Child Health Information Services (CHIS) providers. This information is crucial for fulfilling certain statutory health functions outlined in UKHSA's mandate letter.

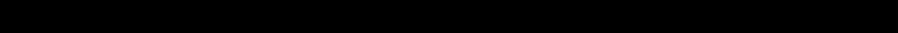
[REDACTED]

To include:

- Project support
- Development and support (up to a max. 12 days per annum)
- High level review of output for each customer
- Notifications to CHIS providers, once data is ready for review
- Dedicated support for queries from CHIS providers and UKHSA

**CAVEATS**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

<b>PAYMENT TERMS</b> 	
<b>PRICE INCLUDES</b> providing all types of vaccines data and professional services support 1 December 2023 – 31 October 2024 only and <b>EXCLUDES</b> VAT 	<b>16,150</b>

Acceptance of this quotation by the Authority shall only be met upon the receipt by the Contractor of a corresponding purchase order referencing the above Quotation Reference which shall be taken to mean that the terms of this quotation shall apply any other terms referenced on the Purchase Order shall have no validity whatsoever.

<b>Signed by an Authorised Signatory for the Supplier:</b>	<b>Signed by an Authorised Signatory for the Buyer:</b>
	

**System C Healthcare Ltd**  
**Standard terms and conditions for the supply of services**

**1 Interpretation**

1.1 In these terms and conditions:

“Charges”	mean the agreed charges set out in the Specification Sheet
“Customer”	means the legal entity named on the Specification Sheet for whom System C has agreed to provide the Specified Service in accordance with these terms and conditions
“Contract”	means the contract for the provision of the Specified Service
“Input Materials”	means any information, data, materials, or dependencies that System C requires to be provided by the Customer in order for System C to supply the Specified Services including but not only the agreed Customer Responsibilities set out in the Specification Sheet
“Output Materials”	means any documents, materials, data, software programs, codes, information in whatever form provided by System C relating to the Specified Service.
“Personnel Service”	means any Specified Service where the Charges agreed are to be charged on the basis of a daily or an hourly rate.
“Specification Sheet”	means the sheet or quotation form to which these terms and conditions are attached
“Specified Service”	means the service to be provided by System C for the Customer set out in the Specification Sheet
“System C”	means System C Healthcare Ltd whose principle place of business is The Maidstone Studios, Vinters Business Park, New Cut Road, Maidstone, Kent, ME14 5NZ (a company registered in England number 1754990) (“System C”)

1.2 Headings in these terms and conditions are for convenience only and shall not affect their interpretation.

## **2 Supply of the Specified Service**

- 2.1 System C agrees to supply the Specified Services to the Customer subject to these terms and conditions. Any changes or additions to the Specified Service or these terms and conditions must be agreed in writing by System C and the Customer.
- 2.2 The Customer shall, at its own expense, provide the Input Material within sufficient time for System C to be able to provide the Specified Service. The Customer shall keep duplicate copies of all Input Material and System C shall have no liability for loss or damage to Input Material however caused.
- 2.3 System C may at any time and without notice make changes to the Specified Services that are necessary to comply with any applicable safety or statutory requirements or which do not materially affect the nature and quality of the Specified Service

## **3 Charges and Payment**

- 3.1 The Customer shall pay the Charges and any additional sums which are agreed between System C and the Customer for the provision of the Specified Services or which, in System C's reasonable discretion, are required as a result of the Customer's instructions or lack of instructions, the inadequacy of any Input Material or any other cause attributable to the Customer.
- 3.2 System C shall be entitled to invoice the Customer for the Charges following the end of the month in which the Specified Service is provided; or at other times as agreed; or, in the case of Personnel Service, following the end of the month such services were delivered.
- 3.3 The Charges are exclusive of expenses and any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate.
- 3.4 The Charges and any additional sums payable shall be paid by the Customer (together with applicable Value Added Tax and without set off or deduction) within 30 days of System C's invoice.
- 3.5 If payment is not made on the due date, System C shall be entitled, without limiting its other rights it may have, to charge interest on the outstanding amount (both before and after judgement) at the rate of 2% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.
- 3.6 Where the Specified Service is a Personnel Service, System C to vary the Charges from time to time on three months written notice to the Customer

## **4 Rights in Input Material and Output Material**

- 4.1 The property and any copyright or other intellectual property rights in:
  - 4.1.1 any Input Material shall belong to the Customer; and

- 4.1.2 any Output Material shall, unless otherwise agreed in writing between System C and the Customer, belong to System C, subject only to the right of the Customer to use the Output Material for the purposes of utilising the Specified Service.
- 4.2 Any Input Material or information provided by the Customer which is so designated by the Customer, and any Output Material shall be kept confidential by System C; and all Output Material or other information provided by System C which is so designated by System C shall be kept confidential by the Customer.
- 4.3 The provisions in 4.2 above shall not apply to any such materials or information that is:
  - 4.3.1 public knowledge at the time that it is provided, or becomes public knowledge later through no fault of the other party; or
  - 4.3.2 already known to the other party at the time it was provided.
- 4.4 The Customer warrants that that any Input Material and its use by System C for the purpose of providing the Specified Service will not infringe any copyright or other rights of a third party, and the Customer shall indemnify System C against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 4.5 System C warrants that that any Output Material and its use by the Customer for the purpose of utilising the Specified Service will not infringe any copyright or other rights of a third party, and the System C shall indemnify the Customer against any loss, damages, costs, expenses or other claims arising from any such infringement.

## **5 Warranties and Liability**

- 5.1 System C warrants to the Customer that the Specified Service will be provided using reasonable care and skill, and as far as reasonably practical, in accordance with the Specification Sheet at the intervals and times referred to in the Specification Sheet.
- 5.2 System C shall have no liability to the Customer for any loss, damages, costs, expenses, or other claims arising from any Input Material that is incomplete, inaccurate, incorrect, corrupted, defective or in the wrong form. Or arising from their late arrival or non-arrival or any fault of the Customer.
- 5.3 Except in the case of death or personal injury caused by System C's negligence, or as expressly provided in these terms and conditions, System C shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition, or other term, or any duty at common law, or under any express terms of the Contract, for any loss of profit or any indirect special or consequential loss, damages, costs, expenses, or other claims (whether caused by the negligence of System C, its servants, agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Customer, and the entire liability of System C under or in connection with this Contract shall not exceed the amount of System C's charges for the Specified Service, except as expressly provided in these terms and conditions.
- 5.4 System C shall not be liable to the Customer or be deemed to be in breach of Contract by reason of any delay in performing, or the failure to perform, any of the Specified Service, if the delay or failure was due to a cause beyond System C's reasonable control.

- 5.5 The Customer shall have no right to set off money owed to System C under any other contract with System C against money owed to System C under this Contract

## **6 Termination**

- 6.1 Either party shall (without limiting any other remedy) be entitled at any time to terminate the Contract by giving written notice to the other if the other commits a breach of these terms and conditions and (if capable of remedy) fails to remedy the breach within 30 days of being required by written notice to do so, or if the other goes into liquidation or makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## **7 General**

- 7.1 7.1 These terms and conditions (together with the terms if any set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- 7.2 Any notice required or permitted to be given by either party shall be in writing addressed to the other party at its principle place of business or such other address as shall be notified pursuant to this provision.
- 7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of Contract by the other shall be considered a waiver of any subsequent breach of the same or any other provision.
- 7.4 If any provision of these terms and conditions is held by any competent court to be invalid or unenforceable, in whole or part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 7.5 With regard to the Contracts (Rights of Third Parties) Act 1999, none of the terms and conditions of the Contract confers or is intended to confer any rights or remedies on any person, corporation, or other body who or which is not named as a party to it.
- 7.6 English law shall apply to the Contract and the parties submit to the non-exclusive jurisdiction of the English courts.

## **8 Confidentiality**

- 8.1 The Specification Sheet contains information that is confidential to System C and is submitted by System C in order for the Customer to use it solely for the purposes of evaluating System C's proposal and it must not be used for any other purpose nor disclosed to any other party, either whole or in part, without the prior written consent of System C except as follows. The Customer may permit those of its employees, advisors and agents having a need to know the contents of this proposal, to have access to such of the contents as are strictly necessary, but the Customer shall ensure that such employees, advisors and agents are bound to it by an obligation, in similar term, to keep it confidential. The Customer's acceptance of these obligations shall be indicated by the customer's use of any of the information contained in this document.

- 8.2 System C acknowledges that the Customer may be bound by the Freedom of Information Act 2000 (FOIA). In such a case System C considers that the contents of the Specification Sheet are confidential and exempt from disclosure pursuant to section 41 of the FOIA. The Customer should consult System C before making any disclosure of information relating to System C under the FOIA. System C's pricing information, methodologies, solutions, as well as reference to System C Customers and their projects are always considered by System C to be exempt from disclosure by virtue of section 41 and 43 of the FOIA, whether indicated or not.

## **9 Data Protection**

- 9.1 Both parties will comply with all applicable requirements of the General Data Protection Regulation and the Data Protection Act 2018 ("Data Protection Legislation").
- a) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and System C is the data processor (where Data Controller, Data Processor and Personal Data) have the meanings as defined in the Data Protection Legislation).
  - b) System C shall, in relation to any Personal Data processed in connection with the performance of its obligations under this agreement:
  - c) process that Personal Data only on the written instructions of the Customer unless System C is required by law to otherwise process that Personal Data.
  - d) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - e) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - f) not transfer any Personal Data outside of the European Economic Area.
  - g) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - h) notify the Customer without undue delay on becoming aware of a Personal Data breach;
  - i) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
  - j) maintain complete and accurate records and information to demonstrate its compliance with this clause 9.

9.2 System C may not appoint any third party processor of Personal Data under this agreement without the Customer's consent.