

**ORDER FORM (System Services)**

This is an Order placed under the framework agreement" dated 31st October 2023 between (SCCL) (acting as the management function of the NHS Supply Chain) and the Supplier for the supply of SafeTrace Tx Transfusion Management System ("Framework Agreement").

The Contract, referred to throughout this Order Form, means the Contract between the Supplier and the Authority (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-off Terms and Conditions for the Supply of Services (hereafter, the "Call-off Terms and Conditions" or "Call off Terms"). The Call-off Terms and Conditions are substantially the terms referred to in Appendix A to the Framework Agreement, but have been amended in accordance with this Order Form to reflect the circumstances of the procurement.

The Customer requests and the Supplier shall perform the Supplier Undertakings and other obligations on and subject to the terms set out or incorporated below. The Supplier shall provide the Services specified in this Order Form (including any Attachments to this Order Form) to the Customer on and subject to the terms of this Contract for the duration of the Term (and any extension thereof).

In this Order Form, capitalised expressions shall have the meanings set out in Clause 1 of the Contract Terms and Conditions, [Schedule 4] (Definitions and Interpretation) to the Framework Agreement or the relevant Attachment to this Order Form in which that capitalised expression appears.

This Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless otherwise extended in accordance with the terms of the Contract (the "Term"). The Contract can be terminated at an earlier date by operation of Law or in accordance with the terms of the Contract.

This Order Form shall comprise:

- (a) This document headed "Order Form";
- (b) Attachment 1 – Supplier Undertakings and Specification;
- (c) Attachment 2 – Additional Supplier Responsibilities;
- (d) Attachment 3 – Customer Responsibilities;
- (e) Attachment 4 – Timetable;
- (f) Attachment 5 – Service Levels;
- (g) Attachment 6 – Financial Obligations;
- (h) Attachment 7 – Processing, Personal Data and Data Subjects;
- (i) Attachment 8 – Governance Bodies;
- (j) Attachment 9 – Exit Plan requirements;
- (k) Attachment 10 – Template Security and Cyber Policy;
- (l) Attachment 11 – Technology and AI Principles; and



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(m) Annex 1 – Call-off Terms and Conditions.



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Party Details

Customer Details:	Manchester University NHS Foundation Trust] ("Customer")	
Supplier Details:	Haemonetics Ltd, a company registered in England and Wales with company number 1231087 and registered office at Lynwood House, 373-375 Station Road, Harrow, HA1 2AW, ("Supplier")	
Customer Invoice Address:	Accounts.payable@mft.nhs.uk	
Customer Representative:	Name:	Cat Grant
	Role:	Director of Informatics Commercial Services and Governance
	Telephone and email:	Cat.grant@mft.nhs.uk
	Address:	Finance and Procurement Business Unit Trafford General Hospital Davyhulme Manchester M41 5SL
Supplier Representative:	Name:	David Wisbey
	Role:	Transfusion Management National Sales Manager
	Telephone and email:	+ 44 7795 060 693 david.wisbey@haemonetics.com
	Address:	3MB Middlesmarch Business Park, Siskin Drive, Coventry CV3 4FJ

1. Contract details:

Contract Reference Number:	
Commencement Date:	



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Service Commencement Date:	Initial project commences Oct 2023 Anticipated go-live date Oct 2024
Initial Period	5 Years plus provision to extend for a further period of 2 x 12 months
Expiry Date	Nov 2030
Termination Trigger Period <i>Please select the number of days to include within Clause 11.2.1(b)</i>	30 days
Minimum Notice Period for Termination for Convenience <i>Please select the agreed notice period for the purposes of Clause 2.2 and 11.4.</i>	Not Applicable
Summary Services Description:	<p>One-time perpetual software license cost(s): a single NHS Trust Enterprise solution for Manchester University NHS Foundation Trust,</p> <ul style="list-style-type: none"> • Professional, Technical and Education Services for enterprise implementation, starting with a successful go-live • Annual Maintenance includes 24x7 call support and access to: <ul style="list-style-type: none"> • Haemonetics Download Center for new software releases. Updates, technical bulletins, safety information and related resources. Software releases are provided at no charge for customers who are current on software maintenance • User Group membership, and • Knowledge Center Portal for an array of interactive resources and user engagement forum <p>Full details of the Services are set out in Attachment 1 to the Order Form.</p>
Service Cover Term:	The Supplier shall provide the Support Services from 24x7 inclusive of bank holidays.



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<i>The times between which the Supplier shall provide the Services.</i>		
Delivery Point	Manchester University Hospitals All Sites	
The Supplier Software Licences shall be:	Perpetual (<i>Customer to check box as applicable</i>)	<input checked="" type="checkbox"/>
	Renewable (<i>Customer to check box as applicable</i>)	<input type="checkbox"/>
Restoration of Customer Data shall be completed within: <i>Please set out the relevant period to include within Clause 13.7.1</i>		

2. Optional Clauses

The Clauses checked as included (☑) below shall be incorporated into the Contract ("Optional Clause(s)") and shall be inserted into the Terms and Conditions and (as applicable) either replace the text included at the Clause Number specified in the table below or be added as new text as the new Clause Number specified.

Clause Number	Clause Text	Included?
2.2	The Customer may terminate the Contract for convenience (in whole or part) in accordance with Clause 11.4.	<input type="checkbox"/> <i>If checked then Clause 11.4 below shall also be deemed to be checked.</i>



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3.1.5	expressly confirms to the Customer that the Software modules and licence types and other items listed in Appendix 2 to Attachment 1 of the Order Form as being "Recommended Items" will, assuming the correct operation of such software and other items, meet all of the functional and other requirements set out in Attachment 1 to the Order Form as applicable to such items and will enable the Supplier to deliver, and the Customer to receive the benefit of, the Services, in the manner specified in the Supplier Undertakings. Accordingly, regardless of the identity of the supplier of any such Recommended Items, the Supplier hereby agrees that it shall be liable to the Customer for the suitability of such Recommended Items for such purposes.	<input type="checkbox"/>
3.1.6	agrees that, unless the Customer has expressly agreed otherwise in writing, it shall be a condition of this Contract that the Supplier will have, on or by the date of this Contract, procured that a parent company guarantee has been duly executed in accordance with the requirements of the Customer.	<input type="checkbox"/>
6.1.2	The Supplier agrees that the Customer shall be entitled to receive automatic and continuing discounts on the Charges in accordance with the provisions of Attachment 6 to the Order Form. The Supplier agrees to keep detailed records sufficient to enable the Customer to ascertain the level of discount to which it may be entitled and the date from which such discount shall apply. The Supplier agrees to provide all such records to the Customer, upon request.	<input type="checkbox"/> <i>If checked then Clauses 6.1.3 and 6.1.4 below shall also be deemed to be checked.</i>
6.1.3	During the term of this Contract and for a period of 6 years thereafter and upon 5 business days' prior written notice, the Customer shall have the right, during the Supplier's normal business hours, to send an accountant to audit the records referred to in Clause 6.1.2 above. The Supplier shall give that accountant full access to those records. Any such audit shall be carried out at the Customer's expense unless it reveals any errors or shortfall in the level of discounting to which the Customer was entitled but has not received since the last most recent audit or (if none) the Acceptance Completion Date, in which event the Supplier shall pay the costs thereof. Payment of those costs and any shortfall of discount shall be made by the Supplier within 7 days after the Supplier shall have received written notice from the Customer together with a copy of the accountant's report and fee note showing the amounts due. Any shortfall shall be treated as if it is a late payment of a commercial debt due and shall carry statutory interest from the date it was originally due until the date of payment in accordance with The Late Payment of Commercial	Please refer to Clause 6.1.2



	Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.	
6.1.4	If the Supplier fails to properly apply the discounting arrangements referred to in Clause 6.1.2 or to make any other payment to the Customer under this Contract on the due date then, without prejudice to any other right or remedy available to the Customer including as described in Clause 6.1.3, the Customer shall be entitled to treat the same as a Default of the Supplier entitling it to terminate this Contract upon such written notice as the Customer may determine (including immediate termination if it so wishes).	Please refer to Clause 6.1.2
8.2.1(c)	the Documentation, Source Code and the Object Code of the Specially Written Software (including any Supplier Background IPR or Third Party IPR that are embedded in or which are an integral part of the Specially Written Software) which shall include the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate such Specially Written Software;	<input type="checkbox"/>
8.2.1(d)	all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the “Software Supporting Materials”);	<input type="checkbox"/>
11.4	<p>Termination for convenience</p> <p>11.4 Termination For Convenience</p> <p>11.4.1 The Customer may terminate this Contract, in whole or part, for any reason at the end of the last day of the Initial Period or on any anniversary thereof. This termination right shall be exercised by the Customer in accordance with Clause 11.4.2 and termination shall take effect at the end of the Initial Period, or on any anniversary of the end the Initial Period thereafter (as applicable in the circumstances).</p> <p>11.4.2 To exercise its right to terminate for convenience, the Customer shall give the Supplier written notice of termination and shall give no less than the required minimum notice period specified in the Order Form (whether terminating at the end of the last day of the Initial Period or on any anniversary thereof). If no minimum notice period is stated in the Order Form the minimum notice period for termination for convenience shall be ninety (90) days.</p>	Please refer to Clause 2.2



3. Additional Definitions

The Parties agree that the inclusion of the Optional Clauses necessitates the inclusion of additional definitions. Where a Clause number as noted in the table below has been incorporated under Paragraph 3 above, the associated definitions contained in the table below shall be incorporated into Clause 1.4 of the Call-off Terms and Conditions in alphabetical order:

Optional Clause Number	Defined Term	Definition
8.2.1(c)	Object code	means computer programs and/or data in computer-readable form
8.2.1(d)	Specially Written Software	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;

4. Alternative Definition - Security and Cyber Standards

4.1. By checking the box below (☑) below the Parties agree that the alternative definition in the table below shall be inserted into Schedule E of the Contract and shall replace the definition of Security and Cyber Standards at Schedule E of the Call-off Terms and Conditions.

Alternative definition of Security and Cyber Standards below applies: ☐
(Check box if alternative definition applies)

Schedule	Defined Term	Alternative Definition
Schedule E	Security and Cyber Standards	<p>shall mean any standards reasonably applicable, given the Supplier's expertise and the Services provided, and which shall always include:</p> <ol style="list-style-type: none"> 1. ISO/IEC 27000 series of Information Security Management standards; 2. '10 Steps to Cyber Security' guidance, as amended from time to time and currently available at: https://www.ncsc.gov.uk/guidance/10-steps-cyber-security; 3. National Data Guardian data security report/standards/recommendations; 4. NCSC – Cloud Security principles;



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5. Supplier Personnel Details

Authorised Officer:	Name:	Craig Graham
	Telephone:	07702126965
	Email:	craig.graham@haemonetics.com
	Address:	3MB Middlemarch Business Park, Siskin Drive, Coventry CV3 4FJ
Key Personnel:	<i>Dave Wisbey</i> <i>Shaun Woodhouse</i> <i>Fiona Reyne</i> <i>Nicola Polley</i> <i>Brad Walkhouse</i>	

6. Customer Personnel Details

Authorised Officer:	Name:	Jenny Ehrhardt
	Telephone:	01612766692
	Email:	Jenny.Ehrhardt@mft.nhs.uk
	Address:	
Key Personnel:	<i>Gareth Adams</i> <i>Dave Pearson</i> <i>David Brayshaw</i> <i>Claire Whitehouse</i> <i>Sandra Taylor-Farrell</i> <i>Jennie Rodgers</i> <i>Linda Razak</i>	

7. Allowable Assumptions



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7.1. The Allowable Assumptions shall be as follows:

7.1.1. The content of this response is based on the information provided by The Authority through the vendor engagement process. In order to most accurately present our solution, a number of additional assumptions have been made and are set forth in this Contract. Material changes to these assumptions may result in price changes

7.1.2. The Authority, a new SafeTrace Tx customer, has 4 sites that will share one instance of SafeTrace Tx and run on a single, centralised database.

7.1.3. An NHS Trust Enterprise license has been quoted.

7.1.4. The enterprise license includes all user access to the SafeTrace Tx application from the current laboratories that comprise the Authority:

7.1.5. Manchester Royal Infirmary Transfusion Laboratory, Wythenshawe Hospital Transfusion Laboratory, Trafford General Hospital Transfusion Laboratory, North Manchester Hospital Transfusion Laboratory

7.1.6. Any new laboratories either added to the existing Trust, or laboratories from other Trusts, are considered extra to the NHS Trust Enterprise license and require separate licensing

7.1.7. The SafeTrace Tx build will encompass 4 laboratories, and have quoted for professional services for the initial installation in full. In addition, implementation support for table building, provision of a multi-facility service, data import assistance, services to support BloodTrack, and NHSBT interfacing are included. We have also quoted for a 'train the trainer' session, which is provided on top of the two implementation educational items noted in the Statement of Works (functional overview and configuration overview).

8. Approved Subcontractors

The Customer agrees that the Supplier may subcontract its obligations under this Contract to the following Approved Sub-contractors in accordance with Clause 5.6:

Sub-Contractor Name and Business Details	Sub-contracted obligations
N/A	N/A
<i>[Insert relevant details here]</i>	<i>[Insert relevant details here]</i>
<i>[Insert relevant details here]</i>	<i>[Insert relevant details here]</i>

9. Escrow

9.1.1. NOT USED

10. Approved Media Devices



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11. The Parties acknowledge that the draft Contract contains drafting notes and optional drafting contained within square brackets (set out as follows: [example optional drafting]).

By marking the checkbox below, the Parties confirm that they:

- 11.1 have reviewed all such drafting; and
- 11.2 intend for any drafting that has not been removed to be incorporated into the Contract,

Please check to confirm: ☒

IN WITNESS of which this Order has been duly executed by the parties acting by their duly authorised representatives.

<p>For and on behalf of Manchester University NHS Foundation Trust</p> <p>DocuSigned by: CB7284A8A0554C7...</p> <p>Authorised Signatory Name: Jenny Ehrhardt</p> <p>Title: Group Chief Finance Officer</p> <p>Date: 12/3/2023</p>	<p>For and on behalf of Haemonetics Ltd</p> <p>DocuSigned by: F37BD7FFA93B452...</p> <p>Director/Secretary Name: Craig Graham</p> <p>Title: Director</p> <p>Date: 27th November 2023</p>
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**ATTACHMENT 1****SUPPLIER UNDERTAKINGS AND SPECIFICATION****1. Services**

1.1 The Services specified below are to be provided by the Supplier:

1.1.1 The Supplier will in accordance with the Specification attached as Appendix 1 to this Attachment 1 deliver the Software to meet the Specification.

1.1.2 The Supplier will in addition provide Project Management and Implementation Services as set out in the Proposal attached at Appendix 2

1.2 The Supplier agrees that the performance of the Services shall not entitle it to any rights of ownership in any of the Customer Data; all such data to include the content of any management and other reports, all performance monitoring information and all other output produced as part of the Services.

1.3 The Supplier acknowledges that the Services are critical to the Customer's business and that availability of the systems provided hereunder is paramount.

2. Functionality of the Services

The Supplier shall ensure that the Services includes each of the functionalities described in this paragraph 2.

2.1 Application Functions

The Specification is attached at Appendix 1

2.2 Detailed Functional Description

2.2.1 The Specification is attached at Appendix 1

2.3 System Functions

The specification is attached at Appendix 1

2.4 Deliverables

2.4.1 The Supplier will provide the Deliverables (if any) detailed in Appendix 2 in accordance with any stated requirements.

3. Responsibilities in relation to the Services

Further to the responsibilities set out in the Order Form, the following responsibilities will be assigned to the Party specified below.

3.1 Operations

3.1.1 [The Supplier will provide the Services across the Service Cover Term (see paragraph 2 of the Order Form). The Supplier will provide on-site and remote service management and technical teams to ensure the delivery of the Services in line with the Service Levels and fix any issues which arise in accordance with the Service Levels and the Contract.]



3.2 **Security and access management (in addition to the responsibilities set out in Schedule H)**

- 3.2.1 [The Supplier will provide a secure password protected environment. The Supplier will provide the necessary tools for the Customer to restrict access as required and monitor access. The contractor will ensure all patient data that is moved out of the Customer network will be encrypted in line with recent NHS guidance. Remote access will avoid any patient identifiable data where possible, and where it is accessed will be in accordance with the N3 agreement between the NHS and Supplier and where that agreement is insufficient the Supplier will ensure commensurate security and protection for this sensitive personal data.]

3.3 **Monitoring/Reporting**

3.4 **Alternative and back-up services**

- 3.4.1 The Supplier shall provide a full back-up system as detailed in Appendix 1 to this Attachment 1 to the Order Form.
- 3.4.2 The Supplier will provide the services set out in Schedule H (Business Continuity and Disaster Recovery).

3.5 **Responsibilities for Customer Software**

3.6 **Governance responsibilities**

- 3.6.1 The Parties shall have the respective responsibilities as set out in Schedule C (Governance).

3.7 **Help/Support/Service Desk**

- 3.7.1 The Supplier will provide a 24x7x365 telephone support service.
- 3.7.2 [The Supplier will provide an online portal for logging tickets for any Severity 3 or 4 issues. [tickets need to be logged at bloodtrackeusupport@Haemonetics.com].
- 3.7.3 The Supplier will log each call or ticket with a unique reference number and assign each call or ticket with a Severity level. To enable fast resolution to the fault, the Supplier will collect the following information during the call logging [via the fault logging document shown in Appendix 3 – Supplier Help Desk Process]

Customer name and site location

Person calling and contact details,

Nature of the problem,

Status of equipment,

Equipment/Service availability,

System or component problem.

- 3.7.4 The information specified in paragraph 3.7.3 above will be entered into the service record, and a Supplier job number will be given as reference. These notifications, when entered on to the Suppliers service management system, serve as the starting point for response time calculations and any downtime calculations. If reporting by email or on-line, the clock will start at the point the completed form is received by the Supplier.



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- 3.7.5 The Supplier Service Centre will pass the call to a UK Supplier Technical Specialist who will carry out a remote fix. The Technical Specialist must have authority to liaise directly with Customer staff to trouble shoot and resolve the issue.
- 3.7.6 The person logging the call will be updated with the job status throughout the life cycle of the job. Alternatively, the Customer can call the Service Support Number quoting the Supplier job number for update. There will be one contact number for the Supplier Service. The Supplier will provide access to an online portal to review job progress and provide Customer based updates.
- 3.7.7 Support for high severity calls (Severity 1 and 2) will be the same out of hours as in hours, with the same level of support available.
- 3.7.8 Where a dispute over severity level is identified the Supplier will resolve the call as per the Customer's request. The severity level will then be discussed at the service review meeting and any adjustments made if necessary.

3.8 **Problem Management**

- 3.8.1 The Supplier will find and fix any underlying Problems with the Supplier's System which gave rise to incidents via their Problem management Process.

3.9 **On Site Service**

- 3.9.1 The Supplier will assign service engineers to the Customer and shall ensure that such service engineers are made available on-site to maintain and rectify the system on a day to day basis as required.
- 3.9.2 The Supplier shall endeavour not to change or move the service engineers assigned to the Customer under paragraph 3.9.1 above.

3.10 **Transition Project - implementation of Services**

- 3.10.1 Project Management – Supplier will work with the Customer team to create project timeline, set deliverables and establish core team; including defining roles and responsibilities. Manages the implementation through weekly meetings and frequent milestone checks.
- 3.10.2 Technical Services – Installs SafeTrace Tx software, interfacing applications and any 3rd party software onto Customer hardware. Supplier to work with Customer to create compatibility labels, imports converted data from Customer legacy database(s) and prepares the production environment for operation.
- 3.10.3 System Building – Assists Customer team with table builds, applicable interface set-up and provides application support during the implementation.
- 3.10.4 Data Conversion – Provides conversion, testing and validation of data – as applicable.
- 3.10.5 Education Services – Provides onsite Functional and Configuration Overview education.
- 3.10.6 Parallel Planning and Go-live Activities – Assists Customer team develop a written parallel test and go-live plan.
- 3.10.7 Go-live Support – Provides onsite support during the initial activation of the system.



3.10.8 Transition – Ensures a warm hand-off to Supplier Support Services

3.11 Performance of Services

3.11.1 Measurement of performance

- (i) SafeTrace Tx availability of services is expected to be 100% in a resilient, high-availability build model, where application servers can take over responsibility for the running of the service while the other server receives the required third party software patches/updates. **Availability of Services** : 100% uptime expected, dependent on MFT solution architecture
- (ii) **Transaction response times** : 10 seconds, dependent on MFT solution architecture
- (iii) **Effectiveness of Services** : total transfusion laboratory down time should be 1% or less by the end of each contract year, dependent on MFT solution architecture

3.11.2 Service Levels

- (a) The Supplier shall comply with each of the Service Levels as set out in Attachment 5 to this Order Form. The Supplier agrees that if any fix which then fails again within one week will be deemed to have not been fixed first time round.
- (b) Any fix that fails is subject to the Service Level as laid out in Attachment 5 according to the priority of the original service item.
- (c) **Critical Service Level Failure**

3.11.3 See Attachment 5.Standards

- (a) The Supplier agrees that it shall deliver the Services using standards, practices, methods and procedures at all times conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

3.11.4 Key Personnel

- (a) The Supplier will use its best endeavours to ensure that the Key Personnel set out in the Order Form are not moved or changed during the Term.

3.11.5 Tender Representations

- (a) The Supplier agrees that, in entering into this Contract, the Customer was entitled to rely upon the information provided by the Supplier in its engagement process and accepts that the Customer has so relied on such response. Without prejudice to any other rights and remedies of the Customer, if any aspect of such response is found to be untrue or misleading in any material respect, that shall constitute a Default entitling the Customer to terminate this Contract for breach on such written notice as the Customer determines (in its sole discretion and including with immediate effect).



3.11.6 Design of Services

The Supplier shall design, implement and provide the Services in such manner as will ensure that the Customer can take full advantage of any NHS central licensing and procurement arrangements during the term of the Contract.

3.11.7 Release Management

Within 15 days of the Commencement Date the Supplier shall provide to the Customer a release management process which sets out the process by which updates and upgrades shall be released into the live environment in-line with current ITIL best practice and updated from time to time.

3.11.8 Collaboration and Third Party Working

- (a) The Supplier will work with any third party integrated contractors as required to resolve functional issues. These include but are not limited to all connections to third party systems not currently operational or connected to the contractors System which will be dealt with via the Change Control Process.

3.12 Upgrades and Updates

- 3.12.1 The Supplier will provide the Customer with all "Updates" and Version "Upgrades" at no cost as part of the Contract, unless separately commissioned by the Customer outside the current scope as defined by the Specification.

- 3.12.2 A "Software Upgrade" is a software product that implements substantive new features and / or functionality. The release number of the Software will be from e.g. 2.0 to 3.0. Costs for the Supplier project management and training required for Upgrades are part of the Charges. The Supplier will ensure that Supplier Software Upgrades will not adversely affect the operation or functionality of the System. Upgrades will only be loaded into the Customer's test environment, for testing and released into the live environment after consultation with the Customer. The Supplier will provide such Upgrades to the Customer as and when they become available along with supporting training sessions if required. Software that provides extended functionality over and above the standard System release will be made available

- 3.12.3 The Supplier will provide the Customer with all "Updates" at no additional charge.

- 3.12.4 A Software Update is a software release that incorporates improvements or needed changes (such as statutory changes, DSCN's / ISB's) or fixes to previously released software, including bug fixes and patches, feature enhancements, and database modifications. The release number of the Software will be updated from e.g. 2.0 to 2.1 or 2.1.3 to 2.1.4. The Supplier will ensure that Supplier Software Updates will not adversely affect the operation or functionality of the System and will provide supporting training if required. New Updates will only be loaded into the Customer's test environment, for testing and released into the live environment after consultation with the Customer. The Supplier will provide Updates to the Customer as and when they become available.

- 3.12.5 The Supplier will ensure that the quality of the Software is maintained when it has been updated through:

- (a) Configuration Management;
- (b) Change Management; and
- (c) Release Management.



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3.12.6 The Supplier will maintain all hardware in line with the original equipment manufacturer's service guidelines.

3.12.7 **Scheduled Downtime**

No Haemonetics SafeTrace Tx-initiated downtime is expected or required. Any possible downtime will be as a result of other third-party software or systems.

4. Transition

4.1 *[Insert Transition obligations]*

5. Performance

5.1 *[Insert performance obligations]*

6. Licence restrictions

The software enterprise license covers the four laboratories of the Manchester University NHS Foundation Trust as at 1st October 2023. The four laboratories are, respectively:

Manchester Royal Infirmary Transfusion Laboratory

Wythenshawe Hospital Transfusion Laboratory

Trafford General Hospital Transfusion Laboratory

North Manchester Hospital Transfusion Laboratory



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APPENDIX 1

BACK UP SOLUTION

NOT USED



APPENDIX 2 SOFTWARE

1. Customer Software

NOT USED

2. Supplier Software and Supplier Materials

SafeTrace TX system Enterprise Version

Communication Interface Manager

Data Import Utility

SafeTrace TX Reporting and Analytics powered by QLIK for unlimited read only access for 42 names users and 1,000 measured use read only access min/month non named users

3. Third Party Software and Third Party Materials

Annex B: SafeTraceTx Analytics & Reporting (powered by Qlik)

Reference is made to the Master Agreement between Customer and Haemonetics Corporation dated _____ (the **Agreement**). Except as expressly modified or supplemented herein, the Master Terms apply to this Annex and are incorporated herein by reference.

Annual License:

1. SafeTrace Tx Analytics & Reporting (powered by Qlik) is available on an Annual License basis only.
2. Annual License Term: The Annual License shall commence on the date hereof and shall continue for an initial term as specified on the Fee Schedule ("Initial Annual License term"). Thereafter, the Annual License shall automatically renew at the end of the Initial Annual License Term and any subsequent term for a renewal term of one (1) year unless either Party has provided written notice of its intention not to renew. Termination or non-renewal of the Annual License will terminate the Customer's access to SafeTrace Tx Analytics & Reporting.

SafeTrace Tx Analytics & Reporting User Terms:

1. Customer acknowledges that the SafeTrace Tx software services contains or incorporates proprietary software owned by Qlik and its affiliates ("Qlik Products"). Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the OEM Product. Customer has no license or any other right to the Qlik Products, and may under no circumstances whatsoever use the Qlik Products independently or separated from the OEM Product. Qlik and its affiliates are third party beneficiaries of this UA and may enforce the applicable terms and conditions of this UA.
2. Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this user agreement ("UA"). Customer shall not, directly or indirectly: (i) sell, rent, sublicense, publish, display, loan, distribute or lease the Qlik Products; (ii) transfer to any other person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; (iii) remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (iv) use the Qlik Products in any manner not authorized by this UA.
3. Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade



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names, service marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.

4. Customer agrees to (i) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer's use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (ii) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of Partner, Qlik or their respective affiliates shall have any obligation or liability with respect thereto.

5. Individual software components, each of which has its own copyright and its own applicable license conditions ("Third Party Software") may be distributed, embedded, or bundled with the Qlik Products. Such Third Party Software is separately

1. **Service relationship and handling of support requests**

a. Support contact.

As soon as a problem or incident is identified, the Customer shall report support requests by telephone only to the **Haemonetics Support Hotline**.

The Customer will provide the following information concerning each request for support:

- i. The name of the person seeking support;
- ii. A description of the incident or issue;
- iii. The Software version number concerned;
- iv. The reference database concerned (production, test, etc.);
- v. The exact circumstances of the incident; and
- vi. Screenshots and any other files or data necessary to understand and handle the support request, but without any Personal Data or with encrypted Personal Data.

- b. Priority. Haemonetics will, at its sole discretion, assign each support request a priority level based on the information provided by the Customer. Priority levels are defined in Table 2 below.
- c. Record keeping. Haemonetics will maintain a record of all support requests. On closure of a support request, Haemonetics will send the Customer a report noting the issue raised and its solution.
- d. Response Times. Haemonetics will make commercially reasonable efforts to diagnose and resolve problems or provide a temporary workaround within the periods provided in



Haemonetics Customer Number 58876

the Table below, according to the priority level assigned to the problem. Haemonetics does not, however, guarantee or undertake any obligation to reach an accurate diagnosis or resolve the problem within these periods.

Priority Level & Description	Initial Response	Target Initial Diagnosis	Time to Resolution
			Software
Critical. Complete System failure, or major failure of core services, such that the System is not operational at all.	1 hour*	4 hours*	Next day*
High. Failure or error disabling major System functionalities.		6 hours*	2 days*
Medium. Failure or error causing inconvenience or temporary process workarounds.		Next day*	5 days*
Low. All other issues.		2 days*	At Haemonetics' sole discretion.

* In this Table "hours" and "days" are those during which Haemonetics provides the Customer support services. All periods run from the date and time when the Customer's support request is logged by the **Haemonetics' Help Desk** in the incident tracking system. Responses will be given by phone or by email, at Haemonetics' sole discretion.

2. Customer Cooperation

To ensure proper support, the Customer will –

- i. designate a primary contact for Haemonetics for all matters relating to the performance of this Agreement;
- ii. grant Haemonetics representatives network access for remote support, or access to the Customer's premises and systems if necessary;
- iii. refrain from modifying Software without written consent from Haemonetics;
- iv. allow, if necessary, access (under reasonable conditions) to the test and production environments concerned, and
- v. limit permission to submit support requests to those of its employees trained in and qualified to use the Software and whose names have been communicated to Haemonetics.
- vi. install necessary virus protection software and perform regular backups of the data.



Haemonetics Customer Number 58876

If the Customer does not honor its obligations under this clause 4, Haemonetics will have the right to refuse to perform any of the Support and Maintenance Services and may refund any prepaid fees pro rata according to the time remaining before this Agreement's expiry.



Haemonetics Customer Number 58876

licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third Party Software.

6. This UA, and Customer's rights to access/use the Qlik Products, shall be immediately terminated upon Customer's breach of any of the terms of this UA.

7. The restrictions (including in relation to data and Qlik Products) for the Qlik Products must be consistent with the restrictions set forth in any Addendum to the Agreement between Qlik and the Partner.

8. The Customer shall ensure that (i) any copy of the Qlik Product is produced only in accordance with the terms of the UA and for the Customer's own benefit, (ii) any such copy is clearly marked subject to copyright and confidentiality restrictions, and (iii) a written list is maintained of the number of copies and place of storage. The Customer shall discontinue use and destroy or return all copies of the Qlik Products upon termination of the UA. Further, the Partner shall reserve the right to conduct audits at the Customer's premises to ascertain whether the Customer's use of the Qlik Products complies with the provisions of the UA.

Recommended Items

As set out in the Supplier Proposal

5. Deliverables

As set out in the Specification



APPENDIX 3

SUPPLIER HELPDESK PROCESS

3. Service relationship and handling of support requests

e. Support contact.

As soon as a problem or incident is identified, the Customer shall report support requests by telephone only to the **Haemonetics Support Hotline**.

The Customer will provide the following information concerning each request for support:

- i. The name of the person seeking support;
 - ii. A description of the incident or issue;
 - iii. The Software version number concerned;
 - iv. The reference database concerned (production, test, etc.);
 - v. The exact circumstances of the incident; and
 - vi. Screenshots and any other files or data necessary to understand and handle the support request, but without any Personal Data or with encrypted Personal Data.
- f. Priority. Haemonetics will, at its sole discretion, assign each support request a priority level based on the information provided by the Customer. Priority levels are defined in Table 2 below.
- g. Record keeping. Haemonetics will maintain a record of all support requests. On closure of a support request, Haemonetics will send the Customer a report noting the issue raised and its solution.
- h. Response Times. Haemonetics will make commercially reasonable efforts to diagnose and resolve problems or provide a temporary workaround within the periods provided in



Haemonetics Customer Number 58876

the Table below, according to the priority level assigned to the problem. Haemonetics does not, however, guarantee or undertake any obligation to reach an accurate diagnosis or resolve the problem within these periods.

Priority Level & Description	Initial Response	Target Initial Diagnosis	Time to Resolution
			Software
Critical. Complete System failure, or major failure of core services, such that the System is not operational at all.	1 hour*	4 hours*	Next day*
High. Failure or error disabling major System functionalities.		6 hours*	2 days*
Medium. Failure or error causing inconvenience or temporary process workarounds.		Next day*	5 days*
Low. All other issues.		2 days*	At Haemonetics' sole discretion.

* In this Table "hours" and "days" are those during which Haemonetics provides the Customer support services. All periods run from the date and time when the Customer's support request is logged by the **Haemonetics' Help Desk** in the incident tracking system. Responses will be given by phone or by email, at Haemonetics' sole discretion.

4. Customer Cooperation

To ensure proper support, the Customer will –

- vii. designate a primary contact for Haemonetics for all matters relating to the performance of this Agreement;
- viii. grant Haemonetics representatives network access for remote support, or access to the Customer's premises and systems if necessary;
- ix. refrain from modifying Software without written consent from Haemonetics;
- x. allow, if necessary, access (under reasonable conditions) to the test and production environments concerned, and
- xi. limit permission to submit support requests to those of its employees trained in and qualified to use the Software and whose names have been communicated to Haemonetics.
- xii. install necessary virus protection software and perform regular backups of the data.

If the Customer does not honor its obligations under this clause 4, Haemonetics will have the right to refuse to perform any of the Support and Maintenance Services and may refund any prepaid fees pro rata according to the time remaining before this Agreement's expiry.



APPENDIX 4 SPECIFICATION

1. Output Based Specification

TO BE INSERTED



APPENDIX 5
CUSTOMER METRICS



Haemonetics - MFT Requirements feedb



URGENT follow-on questions.docx



EPIC Blood Transfusion Tracking



ATTACHMENT 2
ADDITIONAL SUPPLIER RESPONSIBILITIES

NOT USED

ATTACHMENT 3
CUSTOMER RESPONSIBILITIES

The Customer shall comply with the following responsibilities:

Customer Responsibilities:	Responsibility	Required completion Date	Customer Delay Risk?
	<p>Technical Infrastructure</p> <p>SafeTrace Tx will operate on standard Manchester University NHS Foundation Trust IT infrastructure (ie. servers, OS, DB, workstations, VM etc...) to be provided by Manchester University NHS Foundation Trust at their own expense. Haemonetics recommends the following architecture:</p> <ul style="list-style-type: none"> o Application Server - Hosts the SafeTrace Tx application and runs the Microsoft® IIS web services ♣ Windows® Server 2019/2022 Standard 64-bit, CPU 8 cores, RAM 32 GB ♣ Hard drive: 60 GB to support Application o Database Server - Hosts the system-of-record (SQL database) for each SafeTrace Tx environment ♣ Windows Server 2019/2022 Standard 64-bit, CPU 8 cores, RAM 32 GB ♣ Hard drive: 400 GB+ ♣ SQL Server 2019/2022 o Communication Server - Hosts the ADT/Orders interface, LIS results interface, Instrument analyser interface and BloodTrack interface ♣ Windows Server 2019/2022 Standard 64-bit, CPU 8 cores, RAM 32 GB ♣ Hard Drive: 60 GB to support Application o Reporting Server - Hosts the Qlik Sense® reporting and advanced analytics engine for viewing SafeTrace Tx reports ♣ Windows Server 2019/2022 Standard 64-bit, CPU 8 cores, RAM 32 GB ♣ Hard Drive: 240 GB to support Application and Reports <p>• Prior to software installation, Manchester University NHS Foundation Trust is responsible for procuring and installing the appropriate hardware, obtaining the supported Operating System and Database (SQL or Oracle) and providing connectivity</p>		☒



	<p>and access to the client's environment. • SafeTrace Tx does not require any specialized hardware. • Inbound laboratory results from LIS systems is included in the provided quotation. • Bi-directional instrument interfaces require Data Innovations (DI) Instrument Manager (IM), Specimen Manager (SM) and drivers. • The instrument interfaces quoted are for the SafeTrace Tx portion of the interface only. • Instrument Interfaces needed: Based on information provided, we were able to identify the following Analyzers that would need interfaces. We understand interfaces are centralised and we will received standardized results for the Grifols, and Ortho analysers respectively: o 1 Ortho interface o 2 Grifols interfaces</p>		
	<p>Implementation Plan</p> <ul style="list-style-type: none"> • All Manchester University NHS Foundation Trust sites will be on a similar set of standard operating procedures. • All Manchester University NHS Foundation Trust sites will use a common table build. • There will be one System Build for all sites. • SafeTrace Tx v4.8 will be provided for initial installation and go live • Go-Live cover is provided. • Pricing is based on a 12-month timeline. Any material changes to the timeline could result in additional costs. • All Manchester University NHS Foundation Trust sites will have a common compatibility label. • Professional, Technical and Education Services for your implementation and successful go-live are provided. Associated Travel Fees are included. If the project duration is extended or the implementation plan changes, there may be a resultant change in price. • Education Services employs a “Train-the-trainer” approach. Core training includes; o Functional Overview (Onsite): Training on features and functionality for 4 consecutive days and up to 6 attendees from the client's implementation core team. o Configuration Overview (Onsite): Training on configuration options for 4 consecutive days and up to 6 attendees from the client's implementation core team. o Additional training options are available for an added fee. • On-site Go-Live Support: Haemonetics staff will be available onsite for 3-days during the activation of the system. Support hours are mutually agreed upon in advance of arrival by the Project Managers. Normal hours are defined as 8 hours between the hours of 0800 and 1800. This proposal includes a total of 24 hours of go-live support. Additional time and resources are available for an added fee. • Upgrade: the first subsequent upgrade, including all services, is provided at no extra cost 		<input type="checkbox"/>

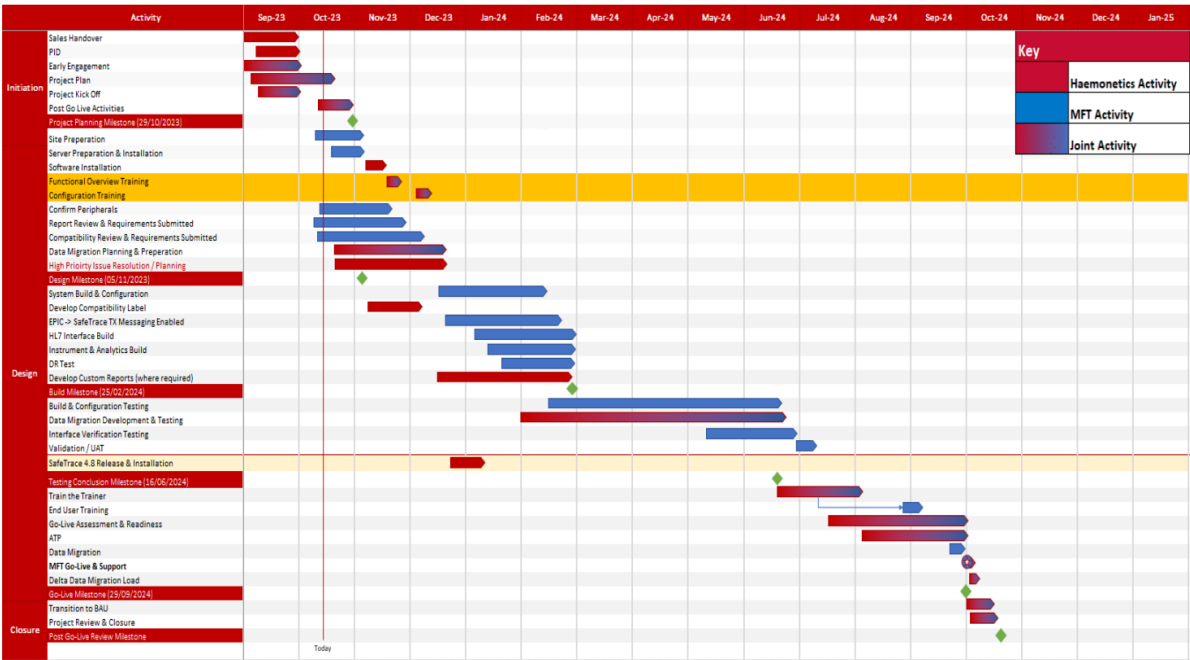


	<p>Data Import:</p> <ul style="list-style-type: none">• Legacy data extraction and validation services are not included. As agreed, Manchester University NHS Foundation Trust will use their own resources for legacy data extraction and validation. The data will need to be provided in a format as defined in the SafeTrace Tx Data Conversion Standards. Should the Trust require third party data conversion services to provide this data, Haemonetics can recommend appropriate partners• Haemonetics will import into SafeTrace Tx, data in the SafeTrace Tx Data Conversion Standards via the Haemonetics Data Conversion tool		<input type="checkbox"/>



ATTACHMENT 4

TIMETABLE



ATTACHMENT 5

SERVICE LEVELS

Priority Level & Description	Initial Response	Target Initial Diagnosis	Time to Resolution
			Software
Critical. Complete System failure, or major failure of core services, such that the System is not operational at all.	1 hour*	4 hours*	Next day*
High. Failure or error disabling major System functionalities.		6 hours*	2 days*
Medium. Failure or error causing inconvenience or temporary process workarounds.		Next day*	5 days*
Low. All other issues.		2 days*	At Haemonetics' sole discretion.

* In this Table "hours" and "days" are those during which Haemonetics provides the Customer support services. All periods run from the date and time when the Customer's support request is logged by the Haemonetics' Help Desk in the incident tracking system. Responses will be given by phone or by email, at Haemonetics' sole discretion.



ATTACHMENT 6

FINANCIAL OBLIGATIONS

1. Contract Charges and calculation of Charges

1.1 Total Contract Charges £1,373,766

1.2 Payment driver Services Charges are in accordance with the Payment Schedule set out in 1.6 below

1.3 The annual support and maintenance charge is £122,598 for the SafeTrace TX solution, with an additional £6720 per annum for support and maintenance of Data Visualisation and Analytics Module.

Inflation Increases maybe applied annually, however this will be capped at 4%

1.4 Implementation Charges Included within the Contract Charges

1.5 Catalogue Items

1.5.1 The additional items of items available are listed in Appendix 1 to Attachment 6 'Supplier Catalogue'.

1.5.2 These are additional and will be charged with additional service costs where agreed.

1.6 Payment schedule

Milestone Date	Milestone Description	% of Project	Milestone Payment
30/11/23	Completion of Project Planning	10	£72,718
14/12/23	Design	20	£145,435
25/2/24	Build	20	£145,435
16/6/24	Testing – Acceptance of the solution following User Acceptance Testing	20	£145,435
29/9/24	Go – Live	30	£218,143
OCT 2024	Annual Payment of Safe Trace TX Solution and Annual payment of support and maintenance of Data Visualisation and Analytics Module		£129,318
OCT 2025	Annual Payment of Safe Trace TX Solution and Annual payment of support and maintenance of Data Visualisation and Analytics Module		£129,318
OCT 2026	Annual Payment of Safe Trace TX Solution and Annual payment of support and maintenance of Data Visualisation and Analytics Module		£129,318
OCT 2027	Annual Payment of Safe Trace TX Solution and Annual payment of support and maintenance of Data Visualisation and Analytics Module		£129,318
OCT 2028	Annual Payment of Safe Trace TX Solution and Annual payment of support and		£129,318



	maintenance of Data Visualisation and Analytics Module	
	Total	£1,373,766

1. Year 6 optional

Oct 2029	Annual Payment of Safe Trace TX Solution and Annual payment of support and maintenance of Data Visualisation and Analytics Module	£135,783
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2. Year 7 optional

Oct 2030	Annual Payment of Safe Trace TX Solution and Annual payment of support and maintenance of Data Visualisation and Analytics Module	£142,573
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- 1.7 Form of invoice Invoices to be sent to accounts.payable@mft.nhs.uk quoting the correct order number

2. Financial limits

- 2.1 The limit of liability for tangible, physical property damages shall be £ 1 million.

3. The limit of liability in respect of an event related to the completion of the milestones as described in 1.6 above shall be the amount for the total Contract Charges, and the limit of liability in respect of an event related to the provision of the annual support and maintenance shall, per year of support and maintenance, not exceed the amount of the annual support and maintenance charge. The Supplier's overall liability under the Contract shall in any event not exceed an aggregate of £1,2k (one million and two hundred thousand British pounds) over the Term. This limit of liability shall apply for the period from the Commencement Date and shall survive termination or expiration of the Contract.

4. Insurance

For the avoidance of doubt, the required minimum levels of insurance set out below, shall not be interpreted to in any way limit the liability of the Supplier to the Customer – any such limit of liability being only as specified in the Contract.

The Supplier agrees that all insurance proceeds received by the Supplier shall be applied towards satisfaction of its applicable liabilities under this Contract.

Value of Contract	Maximum cover required	Type of liability
£1.373.766	£1 million	Property damage
£727,176	£ 1million	Public Liability
£727,176	£5 million	Employee Liability



£727,176	£ 1 million	Professional Indemnity
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APPENDIX 1
SUPPLIER CATALOGUE

NOT USED



ATTACHMENT 7

DESCRIPTION OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Attachment shall be completed by the Customer, who may take account of the view of the Supplier, however the final decision as to the content of this Appendix shall be with the Customer at its absolute discretion.

1. The contact details of the Customer's Data Protection Officer are: Lois Critchley, Head of Informatics Information Governance, dataprotectionofficer@mft.co.uk
2. The contact details of the Supplier's Data Protection Officer are: Stephen Danckert, Director IT Enterprise Architect and Data Privacy Officer, dataprivacy@haemonetics.com
3. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
4. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Subject matter of the processing	Patient and blood unit transfusion data
Duration of the processing	From the date of commencement of the Contract to the expiry date of the Contract
Nature and purposes of the processing	Provision of transfusion services to MFT.
Type of Personal Data being Processed	Patient demographics
Type of special category data and/or criminal records data being Processed	Racial or ethnic origin, transfusion related clinical details



Categories of Data Subject	Patients and staff members
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data is property of the Trust



ATTACHMENT 8
GOVERNANCE BODIES

NOT REQUIRED



ATTACHMENT 9

EXIT PLAN REQUIREMENTS

Within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Attachment 9, such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.



ATTACHMENT 10**TEMPLATE SECURITY AND CYBER POLICY**

Completed DTAC form



SafeTrace Tx DTAC of
NHS V1.0.pdf

ATTACHMENT 11**TECHNOLOGY AND AI PRINCIPLES**

The terms set out in this Attachment 11 are incorporated into the Contract where the Supplier utilises any data-driven health and care technologies (including, without limitation, artificial intelligence (AI) techniques)¹ in the Goods and/or Services provided to a Customer.

1. Where artificial intelligence techniques are deployed in any of the Goods and/or Services supplied ("**AI Solution(s)**")², the Supplier remains liable for the actions and decisions of the AI Solution.
2. The Supplier shall comply with any and all Law and Guidance applicable to the use of data-driven health and care technology (including, without limitation, artificial intelligence techniques)³ in the performance of the Contract.
3. The Supplier agrees to provide all reasonable support, information and assistance requested by the Customer in order to enable the Customer to verify the Supplier's compliance with paragraph 2 above.
4. The Supplier agrees to provide all reasonable support, information and assistance requested by the Customer in order to enable the Customer to comply with Law and Guidance applicable to its use of the data-driven health and care technology deployed by the Supplier in connection with the Contract (including, without limitation, any AI Solutions).
5. The Supplier agrees to provide all reasonable support, information and assistance requested by the Customer in order to enable the Customer to carry out an impact assessment in connection with any AI Solution (whether the AI Solution is proposed or implemented).

¹ See the Department of Health & Social Care's "[Code of conduct for data-driven health and care technology](#)" (as may be updated or superseded from time to time) for an explanation of what is meant by data-driven health and care technologies and artificial intelligence (as used in a health and care context).

² See footnote 3 below.

³ See the Department of Health & Social Care's "[Code of conduct for data-driven health and care technology](#)" (as may be updated or superseded from time to time) for an explanation of what is meant by data-driven health and care technologies and artificial intelligence (as used in a health and care context).



6. The Supplier agrees to provide all reasonable support, information and assistance requested by the Customer in order to enable the Customer to 'map out' the decision process carried out by the AI Solution (whether the AI Solution is proposed or implemented)⁴.
7. It is the Supplier's responsibility to set out clearly for the Customer all of the data that the AI Solution requires in order to produce the outputs and functions required by the Customer. It is the Customer's responsibility (subject to the Supplier's compliance with the previous obligation) ensure that the AI Solution has access to the data required.
8. The Supplier shall ensure that the AI Solution is developed and configured so that it does not discriminate against certain individuals, or lend bias to certain data, in making decisions and/or taking actions.
9. The Supplier shall ensure that there is a way to immediately 'turn off' any AI Solution deployed in Goods and/or Services supplied, and to disconnect and separate it from the Customer System. Upon notice by the Customer (and immediately in an emergency, as determined by the Customer) the Supplier shall 'turn off' the AI Solution.
10. The IPR in any outputs of an AI Solution (Deliverables) shall be allocated as set out in Clause 8.2.10 of the Call-off Terms and Conditions unless specified otherwise in the Order Form (and such alternative allocation of IPR is set out in the Order Form).
11. This Attachment 11 is to be read and construed in conjunction with the other general or specific provisions of the Contract applicable to the use of data-driven health and care technology in the performance of the Contract. This includes (without limitation) any supplemental terms relating to technology and/or AI which are included in the Order Form.
12. The Supplier shall comply with the above obligations at no additional cost to the Customer.

⁴ This is intended to allow the Customer to consider what risks may be inherent in the AI Solution and what type of authorisation will be required by the AI Solution in order for it to make the required decisions, and/or to carry out actions, and at what stage.



ANNEX 1

CALL OFF TERMS AND CONDITIONS



SYS CON Terms &
Conditions (General

