

CONTRACT FOR PROVISION OF NEONATAL INFORMATION SYSTEM

Based on

**NHS Conditions of Contract for the
Purchase of Products and Services
related to Information Systems**

Table of contents

Contract clauses	Page
1 Interpretations	1
2 Force Majeure	3
3 Corrupt gifts and payment of commission	3
4 Variations to the Contract	4
5 Payment and taxes	4
6 Liability indemnity and insurance	5
7 Termination	6
8 Confidentiality	7
9 Security	9
10 Delivery	9
11 Acceptance	10
12 Title and risk	10
13 Specification and warranty	10
14 Software licence	12
15 Maintenance and support services	12
16. Training	12
17 Third party rights	13
18 Environmental considerations	13
19 Source Code	14
Appendix A	Statement of compliance
Appendix B	Services and training
Appendix C	Price and Payment Terms

1 Interpretations

1.1 Definitions

- 1.1.1 *Authority* means the NHS entity placing the Contract as specified on the Order Form;
- 1.1.2 *Contract* means these terms and conditions together with the Order Form and shall only include any other terms or conditions, which are expressly stated to apply herein or on the Order Form in accordance with sub-clause 1.1.7. In the event of any conflict or inconsistency between these terms and conditions and the Order Form, these terms and conditions shall prevail;
- 1.1.3 *Contractor* means the supplier specified on the Order Form as such and such term shall include, as the context requires, any third party sub-contractors or suppliers agreed by the Authority in accordance with clause 4;
- 1.1.4 *Contract Price* means the price exclusive of value added tax payable to the Contractor by the Authority under the Contract as specified on the Order Form attached;
- 1.1.5 *Default* means any breach of the obligations of either party or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Contract and in respect of which such party is liable to the other hereunder;
- 1.1.6 *Deliverables* means all tangible items and products specified on the Order Form, which the Contractor is required to supply under the Contract and more clearly specified in Appendix A
- 1.1.7 *Order Form* means:
- (a) the Authority's form attached to these terms and conditions which contains an order number, identifies the parties and specifies payments to be made, the Deliverables to be supplied and the Services to be provided under the Contract; and
 - (b) any documents appertaining to the specifications of Deliverables or Services which are annexed to and/or expressly referred to on the Authority's form specified in paragraph (a) above.

Unless expressly stated on the face of the Authority's form referred to in paragraph (a) above to be applicable to the Contract, no standard or general term or condition printed on such form or on any documents referred to in paragraph (b) above shall be considered to be part of the Order Form or to apply to the Contract in any way;

- 1.1.8 *Personal Data* means data as defined by the Data Protection Act 1998 which relates to a living individual who can be identified from such data, and/or from such data and other information which is in the possession of, or is likely to come into the possession of the Contractor and includes any expression of opinion about an individual and any indication of the intentions of the Contractor in respect of an individual;
- 1.1.9 *Services* means all services and resources provided by the contractor to complete the work specified in the contract and specified on the Order Form (See Appendix A).

1.1.10 *Software* means any part of the Deliverables constituting software;

1.1.11 *Use* means the right of the Authority in so far as such meaning shall not adversely affect the Authority's right to utilise Software in accordance with the EC Directive on the Legal Protection of Computer programs (91/250/EEC):

- (a) to load, execute, store, transmit, display (for the purposes of loading, storing, transmission and displaying) or otherwise utilise Software only for the purposes of processing data owned by or under the control of the Authority; and
- (b) to copy Software (for archival and back-up purposes).

Use of Software shall be subject to the provisions of clause 14 and any licence granted there under.

1.2 Number and gender

As used herein unless the context otherwise requires, the singular includes the plural, the masculine includes the feminine and vice versa.

1.3 Headings

The headings of these conditions shall not affect their interpretation.

1.4 Subsequent enactments

References herein to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.5 Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid provision eliminated.

1.6 Entire agreement

With the exception of statements made fraudulently, the Authority and the Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of the Contract.

1.7 Law

The parties accept the non-exclusive jurisdiction of the English courts and agree that the Contract is to be governed and construed according to English law.

2 Force Majeure

2.1 Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by any event, which is beyond its

reasonable control (*an event of force majeure*). Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such event of force majeure.

- 2.2 If any event of force majeure arises during the term of the Contract which directly causes the Contractor or the Authority to be materially unable to comply with any of its obligations hereunder, the Contractor and the Authority may agree such terms, including as to extension of time, as are appropriate for the continued performance of the Contract. If no such terms are agreed within 180 days of the commencement of the said event, and such event is continuing or its consequence remains such that the party subject to such event is materially unable to comply with its obligations, the parties hereby agree that the Contract shall thereupon terminate, subject to the provisions of clause 7.
- 2.3 Relief under clause 2.1 above shall not be given unless a party intending to claim relief has, by notice to the other party as soon as practicable after becoming aware of the event of force majeure or, if later, of the failure to perform, informed the other party that it intends to claim relief. Such notice shall contain such relevant information relating to such failure as is available.
- 2.4 It shall not be considered to be an event of force majeure, nor shall either party be excused from liability for delay or failure to perform any of its obligations under the Contract, if it is delayed or fails to meet its obligations as a result of:
- (a) industrial action take by it or its employees; or
 - (b) failure by its agents or sub-contractors to meet any obligation in relation to the Contract when failure by such agent or sub-contractor does not itself result from an event of force majeure.

3 Corrupt gifts and payment of commission

- 3.1 The Contractor shall not:
- (a) offer or give or agree to give any servant of the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract or any other Contract for the Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract for the Authority;
 - (b) enter into the Contract or any other Contract with the Authority in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge to any person employed by or in the service of the Authority unless before the Contract is made, particulars of any agreement for the payment thereof have been disclosed in writing to the authorised officer of the Authority.
- 3.2 Any breach of this clause 3 by the Contractor or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by it or acting on its behalf under the Prevention of Corruption Acts, 1889 to 1916, in relation to the Contract or any other Contract for the Authority,

shall entitle the Authority to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination.

- 3.3 In any dispute, difference or question arising in respect of the interpretation of this clause 3 (except so far as the same may relate to the amount recoverable from the Contractor under sub-clause 3.2 in respect of any loss resulting from such determination of the Contract), the right of the Authority to determine the Contract under this clause 3 or the amount or value of any such gift, consideration or commission shall be final and conclusive.

4 Variations to the Contract

- 4.1 The Deliverables shall be supplied and the Services shall be provided in accordance with the Contract. No amendments to the Contract nor any additional or substitute terms or conditions thereto shall be valid unless expressly purporting to amend the Contract and agreed in writing by the Authority and the Contractor.
- 4.2 This contract is strictly with the SEND Project Group only and for the period ending December 2007. Due to the fluidity of the whole situation with CfH, then a separate contract would be required to be created and agreed for each LSP as and when required.
- 4.3 The Contractor shall not sub-contract any part of the Contract except with the previous consent in writing of the Authority, such consent not to be unreasonably withheld.

5 Payment and taxes

- 5.1 The Authority shall pay the Contractor the Contract Price as specified on the Order Form and more clearly specified in Appendix C (subject to the amendments set out in Addendum C).
- 5.2 Invoices shall be clearly marked with the Authority's order number, the consignee and a description and quantity of the Deliverables and/or Services concerned.
- 5.3 Invoices shall not be submitted until any criteria for payment specified on the Order Form have been met.
- 5.4 Subject to the requirements of clause 5.2 and 5.3 having been met, payment shall be made within thirty (30) days of receipt of a correct and valid invoice.
- 5.5 The Authority shall pay the Contractor, in addition to the Contract Price, any value added tax chargeable on the Deliverables and Services.
- 5.6 Any part of the Contract Price which is applicable to the ongoing provision of Services shall be subject to review by the Contractor in accordance with any formula or index (if any), on the Order Form on 31st December 2007. This Contract is for three (3) years for the period up to end of 2007. The *neonatal.net* platform will mature in both functionality and architecture during and beyond this period. A new contract for 2008 onwards will need to be created which reflects the new system, its products and the services being offered at that time and their associated market value.

6 Liability indemnity and insurance

6.1 Limitation of liability

6.1.1 Injury to persons

Neither party excludes or limits liability to the other party for death or personal injury caused by the negligence of either party.

6.1.2 Financial limits

Subject to clause 6.1.1, the liability of either party for Defaults shall be limited as stated below:

- (a) the liability of either party under the Contract for any one Default resulting in direct loss of or damage to tangible property of the other party or any series of connected Defaults resulting in or contributing to the loss of or damage to the tangible property of the other party shall not exceed the sum of £5,000,000 (five million pounds);
- (b) the aggregate liability of either party under the Contract for all Defaults, other than those governed by paragraph (a) above, shall not exceed the Contract Price.

6.1.3 Exclusions

Without prejudice to the generality of sub-clause 6.1.1 neither party shall be liable to the other for:

- (a) loss of profits or business or revenue or goodwill or anticipated savings; and/or
- (b) indirect or consequential loss or damage; and/or
- (c) loss or corruption of data or Software insofar as it is inherently incapable of being re-constituted and returned to a fully operational state; and/or
- (d) specific performance of the Contract.

6.2 Indemnity

Subject always to the Authority's proper observance of its obligations under the Contract, its granting to the Contractor exclusive control of the defence thereof and no admissions by it which may be prejudicial to such defence, the Contractor shall fully indemnify the Authority against all claims, demands, actions, costs, expenses (including but not limited to full legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred

by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any copyrights, patents, trade marks, service marks, design rights (whether registered or unregistered) and all other similar proprietary rights enforceable in the United Kingdom by the Use or possession of the Deliverables by the Authority or in connection with any service.

6.3 Insurance

The Contractor shall at all relevant times being not less than the term of the Contract, considering its obligations under the Contract, maintain adequate insurance against any losses which result from its fault or negligence, except those risks which are inherently incapable of being insured and shall take all reasonable steps to procure that any sub-

contractor or agent shall likewise be similarly insured. At any time, on reasonable notice, the Contractor shall, if requested by the Authority, provide reasonable confirmation (for instance a broker's certificate), that such insurance continues to be valid.

In respect of this clause 6, insurance cover in respect of damage to tangible property shall not be less than the Contractor's limit of liability for such damage in accordance with sub-clause 6.1.2 paragraph (a).

7 Termination

- 7.1 The Authority shall be entitled to terminate the Contract if it has reasonable grounds for anticipating that any action taken by, taken against or imposed on the Contractor shall have a material effect on the Contractor's ability to perform its obligations under the Contract including, but not exclusively so, any resolution or order to be wound-up, the appointment of a receiver or administrator, becoming insolvent or making any arrangement with its creditors or failing to meet any statutory condition or demand in relation to its solvency.
- 7.2 Either the Authority or the Contractor may at any time by notice in writing to the other party terminate the Contract as from the date of service of such notice whenever any of the following events occurs:
- (a) there is a breach by the other party of any provision hereof which expressly entitles the non-breaching party to terminate the Contract; or
 - (b) the other party commits a material breach of any of its obligations hereunder which is not capable of remedy or, if capable of remedy, is not remedied within a reasonable time (agreed between the parties at the time), after receipt of written notice from the non-breaching party of its intention to terminate.
- 7.3 Termination of the Contract, as provided by this clause 7, shall not prejudice or affect any right of action or remedy which shall have accrued or which may thereafter accrue to the Authority or the Contractor.
- 7.4 In the event of termination of this Contract the Contractor shall repay forthwith to the Authority any advance payments made by the Authority relating to Deliverables not accepted by the Authority in accordance with the terms of clause 11.
- 7.5 In the event of the contract being terminated by the Authority (through the fault of the Contractor) the Contractor will provide the Authority with:
- 1) all data and reference files
 - 2) either (i) continued access to the service for the remainder of the license agreement, or (ii) the system for someone else to host and support for the remainder of the license agreement. N.B (ii) does not constitute the handing over of source code or IPR to the source, merely the use of it through a third party within 30 days.
- 7.6 In the event of the contract being terminated by the Contractor (through the fault of the Authority) the Contractor will provide the Authority with all data and reference files.

8 Confidentiality

8.1 Contractor's undertaking

- 8.1.1 The Contractor undertakes that any information, or type or class of information, of the Authority of a confidential nature including, without limitation, any information relating to the operation of the

Contract or otherwise relating in any way to the business, operations and activities of the Authority, its employees, consultants, agents and patients (including the identity, clinical condition and treatment of patients), or which is designated with a confidentiality, security or privacy restriction according to the Authority's Standing Orders, Standing Financial Instructions or other regulations having similar status in the administration of the Authority shall be treated at all times in accordance with such Standing Orders, Standing Financial Instructions or other regulations (insofar as such have been communicated to the Contractor in accordance with clause 8.3), be used by the Contractor, solely for the purpose of performance of the Contract and shall not be disclosed to any third party without the consent of the Authority.

8.1.2 The provisions of this clause 8.1 shall continue following expiry or termination of the Contract for any reason whatsoever and without limit in time.

8.2 Personal Data and medical records

8.2.1 The Contractor shall comply with the Data Protection Act 1998 ("**the 1998 Act**") and any other applicable data protection legislation. In particular the Contractor agrees to comply with the obligations placed on the Authority by the seventh data protection principle ("**the Seventh Principle**") set out in the 1998 Act namely:

- (a) to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Authority by the Seventh Principle;
- (b) only to process Personal Data for and on behalf of the Authority, in accordance with the instructions of the Authority and for the purpose of performance of the Contract and to ensure compliance with the 1998 Act;
- (c) to allow the Authority to audit the Contractor's compliance with the requirements of this clause 8.2 on reasonable notice and/or to provide the Authority with evidence of its compliance with the obligations set out in this clause 8.2.

8.2.2 The Contractor agrees to indemnify and keep indemnified the Authority against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Authority as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its employees or agents in the Contractor's performance of the Contract or as otherwise agreed between the Parties.

8.2.3 Both parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes the Contractor providing the Authority with reasonable assistance in complying with subject access requests served on the Authority under Section 7 of the 1998 Act and the Contractor consulting with the Authority prior to the disclosure by the Contractor of any Personal Data in relation to such requests.

8.2.4 For the avoidance of doubt, failure to comply with sub-clause 8.2 may constitute a material breach without prejudice to the right of either party to determine that any other breach of the Contract constitutes a material breach. In the event of such breach, the party who is not in breach may terminate the Contract under the provisions of sub-clause 7.2 (b).

8.3 Authority's undertaking

8.3.1 The Authority undertakes that any information of the Contractor which is marked with a confidentiality, security or privacy restriction or otherwise identified to the Authority as confidential shall be treated at all times in accordance with such designation, shall be used by the Authority solely for the purpose of the Contract and shall not be disclosed to any third party without the consent of the Contractor.

8.3.2 The Authority also undertakes to provide to the Contractor all information as is necessary for it to meet its obligations in relation to confidentiality of the Authority's information under this clause 8 including copies of appropriate Standing Orders, Standing Financial Instructions or other regulations referred to in clause 8.1 above and any orders, regulations or other rules with respect to medical records which may be imposed by Her Majesty's Government.

8.4 Know-how

Nothing herein shall be so construed as to prevent either party from using data processing techniques, ideas, know-how and the like gained during the performance of the Contract in the furtherance of its normal business, to the extent that this does not result in a disclosure of confidential information, infringement of any valid intellectual property rights of the other party or the unauthorised processing of any Personal Data.

8.5 Publicity

Except with the written consent of the other party, which shall not be unreasonably withheld or delayed, neither party shall make any press announcements or publicise the Contract in any way.

8.6 Exclusions

The provisions of this clause 8 shall not apply to any information which:

- (a) is or becomes public knowledge other than by breach of this clause;
- (b) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- (c) is independently developed;
- (d) is received from a third party which has received it without restriction; or
- (e) is required to be disclosed by law.

9 Security

9.1 On-site regulations

The Authority shall be responsible for maintaining the security of its premises. The Contractor shall comply with all reasonable security requirements of the Authority while on its premises and shall procure that all its employees, agents and sub-contractors shall likewise comply with such requirements.

9.2 Contractor's property; risk of loss

All Contractor's property held on the premises of the Authority shall be so held at the sole risk and responsibility of the Contractor, except that the Authority shall be liable for loss of such Contractor's property which is due to the wilful act or default of the Authority.

In the event of any loss of Contractor's property held on the Authority's premises for the purpose of the Contract, due to whatever cause, the Contractor shall replace such property as soon as reasonably possible and shall, notwithstanding such loss, make all reasonable efforts to fulfil its obligations hereunder.

9.3 Data security

9.3.1 The integrity and security of data and Software owned by or under the control of the Authority, in whatever form, is the responsibility of the Authority, except as otherwise stated in sub-clause 9.3.2 below.

9.3.2 The Contractor shall be liable to the Authority for loss or corruption of any data or Software owned by or under the control of the Authority, including loss or corruption resulting from the introduction of a virus, when such loss or corruption results from a wilful act or default of the Contractor. Such liability by the Contractor shall be subject to the Authority having exercised data security and data management procedures in accordance with good practice in the health industry or the information technology industry as appropriate to avoid such loss or corruption where possible and to mitigate the effects thereof.

9.3.3 For the avoidance of doubt the provisions of this clause 9.3 do not limit the Contractor's liability in respect of Personal Data under the provisions of clause 8.2 above.

10 Delivery

10.1 Each delivery of Deliverables shall be accompanied by a delivery note, clearly marked with the Authority's order number, the consignee and the description and quantity of the Deliverables concerned.

10.2 Deliverables shall be delivered carriage paid in such quantities, in such manner, at such times and to such places as shall be specified on the Order Form.

10.3 Where delivery dates of Deliverables or dates for commencement or completion of Services are expressly agreed, the Contractor shall use all best endeavours to meet such dates.

11 Acceptance

11.1 The Deliverables shall be submitted, following installation, to acceptance testing which shall comprise performance of the standard diagnostic tests of the Contractor and/or sample procedures designed to show that such Deliverables are operating normally.

11.2 Upon satisfactory completion of acceptance testing in accordance with clause 11.1, the Authority shall issue its own or sign the Contractor's acceptance certificate. The Authority shall not unreasonably withhold issue or signature of an acceptance certificate and minor defects, which do not materially affect the performance of the Deliverables, shall not be used as a reason to

reject or delay acceptance of such Deliverables. The Contractor shall remedy any minor defects in the Deliverables as soon as reasonably practicable after acceptance insofar as such defects are remediable.

11.3 Notwithstanding clause 11.1, Deliverables shall be deemed to have been accepted by the Authority, if the Authority:

- (a) makes productive Use of such Deliverables; or
- (b) has not, due to no fault of the Contractor, commenced acceptance testing within fourteen (14) days of delivery.

12 Title and risk

12.1 Title to the Deliverables (but not to Software) shall pass to the Authority when such Deliverables have been accepted by the Authority in accordance with clause 11. Risk in Deliverables shall pass to the Authority on delivery.

12.2 Title to and ownership in any copyrights, patents, trade marks, service marks, design rights (whether registered or unregistered) and all other similar proprietary rights in the Deliverables shall remain vested in the Contractor.

13 Specification and warranty

13.1 Deliverables shall be new (unless otherwise specified).

13.2 Each Deliverable shall meet the Business Requirements document, Version 1.1, dated 10th August 2004 subject to Clevermed's Statement of Compliance dated 8th December 2004 (Appendix A) and any quality or other description incorporated in the Contract in all material respects at the date of its acceptance in accordance with clause 11 and, unless otherwise specified on the Order Form, for the period of this contract (3 years).

13.3 The supplier will work with the Authority to refine the specification and reporting as outlined in the Business Requirement. A programme for this work will be agreed by both parties. In the event that the Supplier, fails to achieve the agreed programme, the supplier is required to provide the necessary additional resources at his own cost to bring the development back on track.

13.4 The Contractor warrants that the Deliverables are year 2000 compliant.

13.4.1 For the purposes of this clause 13.3 year 2000 compliant shall mean:

13.4.2 The ability for continued normal Use of the Deliverables such that neither the performance nor the functionality of the Deliverables will be affected by any changes to the date format, as defined below, before, during and after the year 2000.

13.4.3 In particular:

- (a) Year 2000 compliant shall mean that no value for current date will cause any interruption in the operation of the Deliverables;

- (b) All manipulations of time-related data will produce the desired results for all valid date values within the application domain and in combination with other products prior to, through and beyond the year 2000;
- (c) Date elements in interfaces and data storage will permit specifying the century to eliminate date ambiguity without human intervention, including leap year calculations; and
- (d) Where any date element is represented without a century, the correct century shall be unambiguous for all manipulation involving that element;

13.4.4 For the purposes of this clause 13.3, date format will mean the field configuration, which contains the date information within any part of the Deliverables;

13.4.5 For the purpose of any further clarifying the year 2000 compliance obligations of the Contractor, any disclosures against and or caveats in respect of this clause 13.3 be set out in the Order Form.

- 13.5 Any failure of the Deliverables to meet the undertakings specified in clauses 13.2 or 13.3 shall be rectified by the Contractor at no additional cost to the Authority.
- 13.6 Deliverables shall, except to the extent indicated in the specifications and descriptions referred to in clause 13.2 above, comply with all standards specified on the Order Form and all relevant mandatory British and/or European Union standards.
- 13.7 The Services shall meet the specifications or descriptions set out or referred to on the Order Form and shall be provided with reasonable care and skill.
- 13.8 Except as expressly set forth herein, all conditions and warranties, express or implied, statutory or otherwise (including, but not limited to, any concerning fitness for purpose), are hereby excluded to the extent permitted by law.
- 13.9 The dataset and the system will be reviewed at least annually in order to ensure that it complies with changes to the BAPM data set, NHS commissioning requirements, Data set Change Notices and the NHS Data Dictionary.
- 13.10 Reference files will be kept up to date as indicated in the Business Requirement.

14 Software licence

- 14.1 The Contractor grants a non-exclusive and non-transferable licence to or shall procure such a licence for the Authority to use the Software for the purposes of processing data owned by the Authority only unless expressly stated otherwise on the Order Form. The licence shall be continuous, or renewable at the option of the Authority, and shall not (unless otherwise specified on the Order Form) be subject to any charges not stated in the Contract.
- 14.2 The Authority agrees to sign applicable standard licence conditions for the Software, which shall apply insofar as they are not inconsistent with any part of the Contract.

15 Maintenance and support services

- 15.1 Maintenance and/or support services shall form part of the Services to be provided under the Contract, and more clearly specified under Appendix B. Such services shall:
- 15.1.1 commence on the date specified on the Order Form and continue for a minimum period of one year;
 - 15.1.2 be provided in accordance with any description and any service levels or other measures of performance specified in Appendix B or annexed to the Authority's purchase order as part of the Order Form in accordance with sub-clause 1.1.7;
 - 15.1.3 include all preventative and/or remedial actions necessary to ensure Use by the Authority of Deliverables in accordance with the functional, performance and technical capabilities specified for such Deliverables in clause 13.2 and in accordance with clause 13.3 before, during and after the year 2000 except to the extent that conformance with such functional and technical capabilities is expressly stated on the Order Form to be excluded from the Contractor's responsibilities.
- 15.2 The Contractor shall not be responsible for failure to meet performance criteria in accordance with clause 15.1.3 above which directly results from:
- 15.2.1 unreasonable refusal or failure by the Authority to carry out remedial or scheduled action previously recommended by the Contractor in response to a fault report;
 - 15.2.2 Use of Software by the Authority at a release level, which is not supported by the Contractor when the Authority has previously received reasonable written notice of the cessation of support;
 - 15.2.3 modification or alteration of Deliverables by the Authority which have not been approved by the Contractor or Use of the Deliverables in a manner not reasonably to be inferred from the specification or description referred to in clause 13.2.

16 Training

Training will form part of the Services to be provided under the Contract and is specified in Appendix B.

17 Third party rights

- 17.1 A person who is not a party to the Contract shall not derive the right to enforce any of the terms of the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 (the *Third Party Rights Act*).
- 17.2 Any right or remedy of a third party, which existed or is available apart from the Third Party Rights Act is not affected.

18 Environmental considerations

- 18.1 The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the products/Services the subject of the Contract. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practice as if they were incorporated into English law subject to those voluntary agreements being cited in the tender documentation. Without prejudice to the generality of the foregoing, the Contractor shall:-
- 18.1.1 comply with all reasonable stipulations of the Authority aimed at minimising the packaging in which the products the subject of the Contract, or any products supplied by the Contractor to the Authority as part of performance of the Services, are supplied;
- 18.1.2 promptly provide such data as may reasonably be requested by the Authority from time to time regarding the weight and type of packaging according to material type used in relation to all products supplied to the Authority under or pursuant to the Contract;
- 18.1.3 comply with all obligations imposed on it in relation to the products/Services the subject of the Contract by the Packaging Waste Regulations 1997 (or any other equivalent legislation giving effect in any part of the European Economic Area to the Packaging and Packaging Waste Directive 94/62/EC);
- 18.1.4 label all products supplied to the Authority under the Contract, and the packaging of those products, to highlight environmental and safety information as required by applicable UK and EU legislation;
- 18.1.5 unless otherwise agreed with the Authority, insofar as any products supplied under the Contract comprise or include electrical or electronic equipment, manage the said equipment and associated consumables at end of life to facilitate recovery, treatment and recycling and provide any information which the Authority may reasonably require from time to time regarding the costs of such activity;
- 18.1.6 promptly provide all such information regarding the environmental impact of any products supplied or used under the Contract as may reasonably be required by the Authority to permit informed choices by end users;
- 18.1.7 where goods are imported into the United Kingdom then for the purposes of the Producer Responsibility Obligations (Packaging Waste) Regulations 1997 (as amended) the Contractor shall assume the rolled-up obligations for all the activities performed outside the United Kingdom in relation to the goods and the packaging which is used for the containment, protection, handling, delivery and presentation of

the goods in addition to any other obligations he may have pursuant to the said Regulations.

18.2 The Contractor shall meet all reasonable requests by the Authority for information evidencing the Contractor's compliance with the provisions of this clause.

19 Source Code

The source code will be lodged in ESCROW and updated at regular intervals at times to be agreed between the Authority and the Contractor. The Source Code shall be delivered to the Authority along with any associated documentation in the event that the Contract is terminated in accordance with Clause 7.1 contained herein.

--- End ---

APPENDIX A

Neonatal.net SEND Project Compliance with business requirements

8 December 2004.

In reference to:

The SEND project business requirements specification document version 1.1 – 10 August 2004.

Clevermed agree to provide a system solution that meets the clearly defined needs as stated in the above document.

The only exceptions or notable comments to these listed requirements are detailed below:

- 2.1.5 All changes to the core *Neonatal.net* platform software can only be done by, and with the authority of Clevermed Ltd. Changes to the configuration relating to input forms and reporting as part of the SEND requirement do not require core software change. Any new functionality that is not within the scope of the SEND Project will be negotiated as a separate project.
- 2.2.6 User Authentication and User Rights is a large topic that requires ongoing definition and refinement. This will be done with cooperation between Clevermed Ltd and the SEND Project Committee to ensure that the correct security requirements are met at a User level. The description stated in 2.2.6 will therefore be ignored in place of an ongoing specification and agreement dialogue between Clevermed Ltd and the SEND Project Committee.
- 2.2.9 There is no problem importing historical data from existing systems. It should be noted however, that most existing systems do not record patient data as identified by a NHS number. An alternative to the NHS number may still be used by this platform but it means that the patient will not be traceable based on a NHSNumber.
Each existing system that wishes to import historical data into the SEND system will be charged a 'one-off' fee by Clevermed Ltd.
Any existing system must have its data stored in standard and readable database. And must provide Clevermed with full documentation regarding its structure and any data transformation algorithms required.
- 2.3 A data import and export protocol will be published by Clevermed Ltd to allow individual hospital sites to both send and receive data about the patients from their site in real-time to meet their local needs. A technical resource will be required to facilitate this interface which can either come from the local hospital or from Clevermed Ltd accordingly, at an additional cost.
- 2.4.2 Every reasonable cost effective method will be employed to ensure a reliable data backup strategy for this platform. Within the scope of the budget for this project it is unrealistic to suggest that no loss of data, no matter how small, would occur and that no manual re-entry would be employed to correct the loss. Clevermed Ltd will endeavour to do everything that is cost effective within the scope of this project to ensure that this does not happen and that any potential data loss is kept to an absolute minimum where possible.

- 2.6.6 The default user authentication model is with user name and password using the keyboard. Other user authentication modes are available such as by biometric fingerprint authentication but there is an additional charge for this feature.
- 3.2 Master reference Files. There is no problem in holding and cross referencing to any Master Reference files regarding Hospitals, GPs, postcodes etc. If there are any third party costs associated with the access to and usage of these databases these will be passed on to the SEND Project accordingly and will not be absorbed by Clevermed Ltd.
- 3.4.1 The SEND Project system is specifically for neonatal patient data entry. Details of all mothers from specific hospitals come under the heading of 'denominated data collection'. It is assumed that all denominated data will be collected in the data interface mechanism and not by manual entry. It is therefore not possible to enter details of mothers into the core patient database of babies for the SEND Project unless their baby was admitted to a neonatal unit.
- 3.5.1.4 Use of the SEND Platform specifically on a Personal Digital Assistant (PDA) is outwith the scope of the SEND Project. This may be an area for future development.
- 3.5.1.9 End User sites are not able to add their own ad-hoc data items in this project. Any data items added to the core SEND platform will only be done with agreement from the SEND Project Committee. An additional service is available from Clevermed Ltd called 'Support Plus' which provides the ability for Clevermed Ltd to add specific features required. 'Support Plus' is charged to the individual unit or network in addition to the core SEND Platform Licence Fee.
- 3.6.1 Core Mother details to do with Mothers that do not have babies in the NNU are outwith the scope of data entry of the core NNU system. This would come under the umbrella of 'denominated data collection' and require a system-interface.
- 3.6.6 See 3.5.1.9 above .
- 3.7.2.3 Use of PDA specific software is outwith the scope of this project.
- 3.8.1 Use of PDA specific software is outwith the scope of this project.
- 3.10.3 Changes to reports will be controlled and managed by Clevermed Ltd based on requests from the SEND Project Committee. Any end user request for new reports or changes to existing reports will need to make that request direct to the SEND Project Committee who, by agreement will then officially request Clevermed Ltd to make the required change. (Units subscribing to Clevermed Ltd s 'Support Plus' Package will be able to bypass the SEND Project Committee and can request changes to their reports etc. direct to Clevermed Ltd.). Clevermed Ltd provides this report creation and adjustment service as part of the core SEND licence cost and no additional charge is applicable. Users can always use the facility to download the raw patient data for babies at their own unit and perform their own local reporting and analysis using third party software as needed.
- 4.x Agreed in principle but requires a more detailed specification of actual requirement. This can be done in cooperation with Clevermed during the initial months of the project.
- 5.3 Any use of software specifically for PDA use is outwith the scope of this Project.

APPENDIX B SERVICES AND TRAINING

1. Services

Neonatal.net

SEND Project – Service Level Agreement

8 December 2004

This **Service Level Agreement (SLA)** describes the minimum guaranteed service levels provided to Clevermed customers who are licence holders of the *Neonatal.net* platform and members of the SEND Project.

Who Is Covered Under This Agreement

All users of the system that are associated with a neonatal unit that has a license to use the *Neonatal.net* platform as part of the SEND project.

User support service

For the SEND units subscribing to the core platform license model, Clevermed will provide second-level user support. This is defined as follows:

- User day-to-day problems in browsing to and accessing the system, printing, network problems, and workstation OS or hardware problems are addressed with their local hospital IT department.
- The IT department, Network Manager, and end users will be given a paper based trouble-shooting guide in addition to the on-line help pages from Clevermed that will assist in resolving the most common problems.
- Clevermed will provide full telephone and email support to IT department personnel and network managers to assist with problem resolution during office hours.
- If a user has access to the system, but has a query regarding the use of the system that the on-line help pages cannot resolve, then their local neonatal network manager must be contacted first to assist with problem resolution. If the network manager is unable to resolve the problem, Clevermed can be contacted during office hours to assist.

Responsibilities of end users

Clevermed will provide both a paper-based trouble shooting guide and extensive on-line help pages that it is hoped should cover all day-to-day problems and questions that may arise with end users. It is the user's responsibility to have read these help pages first before contacting either their network manager or Clevermed.

Clevermed will only provide support to users who access the *Neonatal.net* platform with a workstation that matches or betters the minimum specification as follows: Windows 2000 or XP operating system; Less than 3 years old; >= 128MB RAM; X VGA Screen resolution min (1024x768); Internet Explorer V6; Flash player plug-in; Acrobat PDF reader plug-in.

Priorities and Response Times

Clevermed support engineers will use the following guidelines in prioritizing requests and will aim to begin working on the problem within the target timeframe. Dependant on the volume of requests at any time, the actual response time may well be shorter.

Priority	Criteria	Target Response Time *
1	Systems problems that affect all users and all patient records, is mission critical, and there is no obvious workaround available. Example: Error in system operation that stops users selecting patients, entering data, or viewing patient reports.	Clevermed engineer called or paged immediately. Problem resolution started immediately but during office hours.
2	Problem associated with one single patient's record. E.g. A single patient report generates an error message but is isolated to that one patient.	Email or call Clevermed to report problem. Problem resolution will start within four hours.
3	Request for change to core SEND system that covers existing input forms, patient reports, and unit reports. E.g. New data item required in existing input form. Minor adjustment to standard patient report. Minor adjustment to existing unit/regional report.	Change agreed and minuted at next SEND Project meeting. Clevermed start change requests within 2 days of SEND receiving minutes of that meeting.
4	Individual unit or network request for change that is applicable only to their units. E.g. New patient report only for patients from their units, or new input form that is only for their patients.	This is NOT part of the default SEND SLA. These units must have a "Support Plus" package from Clevermed which will have its own SLA.
5	Request for entirely new input form, patient report, unit/regional report for core SEND platform system.	Change agreed and minuted at next SEND Project meeting. Clevermed start change requests within 7 days of SEND receiving minutes of that meeting.

* Target Response Time is defined as the time between receipt of the call and the time that a Clevermed Engineer begins working on the problem. Due to the wide diversity of problems that can occur, and the methods needed to resolve them, response time IS NOT defined as the time between the receipt of a call and problem resolution.

Hours of Operation

Clevermed engineers are available for support related issues between the hours of 09:00-17:00 Monday to Friday and excluding Scottish public holidays.

Out of office hours support is not supplied as part of the SEND project service.

Product Guarantee

Clevermed guarantees that its software located on its NHSNet website is virus free and contains no spy-ware, ad-ware or Trojans installable on local workstations.

Clevermed undertake to keep the system fully operational on an on-going basis to our best endeavour. Clevermed cannot be held responsible for problems that prevent the functional use of the system that are outwith Clevermeds control.

System changes policy

User requests for changes in the system should be addressed to their respective Network Manager who will collate these for discussion at the SEND project meetings accordingly. A Clevermed representative will liaise with the SEND project committee, and agree what changes should be applied.

Changes agreed and requested by the SEND project will be applied by Clevermed with no charge only if the change requests fall within the function remit of the SEND project. The function remit is defined as follows:

Data collected by the SEND system is limited to:

1. Patient data
 - a. Patients covered:
 - i. All babies admitted for care into licensed SEND project neonatal units and their associated parents only.
 - b. Data granularity:
 - i. Static data - data items that exists once per patient.
Note: As part of the neonatal patient database record, details of a baby's mother are stored as "static" data items only. i.e. There is no breakdown of data structure (e.g. previous pregnancies and deliveries etc) as part of the baby's record.
 - ii. Episodic data - data items related to single patient stay – admission, discharge, stay summary data items.
 - iii. Daily data - each item is associated with one calendar day
 - iv. Follow-up data. This comes under "daily data".
 - c. Denominator maternity data
 - i. Denominator maternity data (i.e. data related for ALL mothers and ALL babies – not just those from neonatal units) **cannot** be manually entered in this system. This data can be collected and stored and used for analysis reports by means of a data interface to existing systems only.
2. Unit data
 - a. Units covered:
 - i. Only licensed SEND units will have data held for analysis as part of the SEND project.
 - b. Data granularity:
 - i. Static data - data items that exists once per unit.
 - ii. Summary items for monthly or annual statistics.
 - iii. Cot occupancy data – these are real-time events.
3. Staff data
 - a. Staff members covered:

- i. Only staff members of licensed SEND neonatal units.
 - b. Data granularity:
 - i. Static data - data items that exists once per staff member.
 - ii. Shift-based data. Items collected for single shifts. It is assumed that there is only one shift per day for a single staff member.
- 4. Data types.
 - a. Data types are limited to standard database field types. No image data or physiological trend data will be available for collection as part of this SEND project.
- 5. Reports
 - a. Any patient reports that summaries any of the patient data collected.
 - b. Patient reports must be linked to data granularity – i.e. Static, episodic, or daily. Note: All patient-level reports must be for clinical or administrative “in-house” use only. I.e. No reports specifically designed for parent reading are allowed.
 - c. Unit reports – any that include the data collected for patient and/or unit.
 - d. Staffing report - any that include the data collected for the staff members.
 - e. *Note:* All reports are created and presented to end users in HTML format for web browser viewing and printing only.
- 6. Client Platform
 - a. The SEND system software is limited to being used only on a desktop or tablet PC with a standard browser application – specifically Internet Explorer V6. Pocket Computer software will not be written as part of the SEND project.
 - b. Biometric user authentication is outwith the scope part of the core SEND platform.

Force Majeure

Clevermed software shall not be liable for any failures or delays in services mentioned to the extent said failures or delays are caused by causes beyond Clevermed software reasonable control. Also, Clevermed software shall not be liable for any failures or delays in services to the extent said failures or delays are caused due to failures or delays in services of third-party companies (i.e. hospitals authorities, networking companies, hosting companies, root DNS services, mail services, affiliate services, order processors etc.).

Managed data service

Clevermed will provide a secure NHSNet application server platform to host the UK *Neonatal.net* platform that runs the SEND project. Full modern server hardware with in-built fault tolerance, incorporated with a plan for a rolling technology refresh is provided as part of the server hosting service. The hardware servers themselves will be scaled to meet demand as more neonatal units adopt the platform.

Automated regular backups of all patient data stored will be performed by Clevermed Ltd to a secure backup location. Raw data downloads in a standard format will be available for individual units that contain all details of all babies admitted to their specific unit.

The data base system and application service will be configured and programmed with real-time monitoring and automated error logging with Clevermed engineers to respond to system failures (if and when they occur).

Extended use of Neonatal.net platform

By default, licensed SEND units have access to use the Neonatal.Net platform and its associated features that fit within the functional remit of the SEND project only.

Clevermed will be extending the feature-set of the *Neonatal.net* platform independently of the SEND project and will potentially offer new services to individual units that integrate with the same system that the SEND project uses. Clevermed may do this at any time without the expressed permission of the SEND Project Group on the assumption that any new features added do not remove any of the existing functionality required to meet the SEND project core business needs.

Appendix B Services and training

2. Training

Neonatal.net SEND Project – User training

8 December 2004.

By default, the *Neonatal.net* platform includes extensive end-user documentation that it is hoped should cover nearly all of the day-to-day questions and problems encountered by its users. This includes an on-line help system that is integrated into the data entry system itself, and a paper-based trouble shooting guide to help diagnose any usage and access problems that may arise.

Training sessions

As a part of main core license fee for participating SEND neonatal units, Clevermed will provide **two one-day sessions** of group training at a location in London.

For each training day, Clevermed will provide:

1. At least one suitably qualified trainer.
2. User documentation and training packs.
3. Lap-top PC and projector.

A local SEND project representative is required to provide:

1. A suitable venue to accommodate the number of people who wish to attend.
2. Preferably (though this is not mandatory) has an NHSNet connection for viewing the live system with.
3. Any refreshments if required.
4. Liaison with group members leading up to the training day.

Further training sessions

Additional training sessions, with the same structure as above, can be provided by Clevermed at a fixed rate of £600+VAT per day.

Appendix C Price and Payment Terms

Neonatal.net

Clevermed charges for SEND Project

8 December 2004.

This is a summary of neonatal unit level and project level costs for a license to use the SEND project software on the *Neonatal.net* platform that is owned and managed by Clevermed Ltd. It also details costs of optional additional services related to the project that are provided by Clevermed Ltd.

Summary neonatal unit level charges

Item	For each Neonatal unit.	One off charge (per unit)	Annual Charge (per unit)
N0	SEND project implementation charge.	£1,500.00	
N1	<i>Neonatal.net</i> access and usage license for core SEND system.		£1,500.00
N2	Platform hosting charge.		£300.00
N3 *	Clevermed <i>Support Plus</i> service (single unit purchase)		£2,500.00
N4 *	Clevermed <i>Support Plus</i> service (whole network purchase)		£1,500.00
	For each system interface:	One-off (per interface)	Annual charge (per interface)
N5 *	System data interface creation	£1,000.00	£500.00
N6 *	Historical patient data import.	£1,000.00	

Project level charges

Item	For project	One off charge	Annual Charge
P1 *	Clevermed attendance at SEND project meetings.	£3,000.00	
P2 *	One-day training workshops	£600.00	

* Optional.

Item Definitions

N0 SEND project implementation charge.
This is a one-off payment to facilitate the availability of the test and configuration system. Used for pilot testing in anticipation of live use in Q1 2005.
Due: Invoice sent before 31 March 05.

N1 *Neonatal.net* access and usage licence for core SEND system.
This is the licence for access and usage of the *Neonatal.net* platform as a

whole and specifically to use the SEND project system and features available on that platform.

There is no limit to the number of workstations that can be used within the neonatal unit or hospital.

End-user support is limited to the core support service provided as part of the SEND project.

There is a one-off implementation charge of £1500 per unit, along with an annual licence charge of £1500 per unit.

Due: This is due annually on 1 Jan each year. The first year is an exception to this rule: For 2005, this licence fee is due for the entire network when the first unit within a single network starts using the system for live patient data entry.

N2 Platform hosting charge.

This is an annual charge for platform hosting that covers server hardware, server hosting costs, NHSNet links, and database maintenance. This is a mandatory charge for all units using the *Neonatal.net* platform.

Due: Invoice sent along with item N0 (implementation charge) before 31 March 05 for hosting year 2005. Subsequent years hosting charge will be due on 1 January each year starting 2006.

N3 Clevermed Support Plus service (single unit)

This is an optional additional service that can be purchased from Clevermed. It can be purchased for a single neonatal unit (this item N3), or can be purchased for all units in a single network (item N4) at a reduced price.

Due: At start of any calendar month and valid for a full 12 months.

N4 Clevermed Support Plus service (whole network)

See N3 above. N4 represents the cost of Support Plus when all units within the same network (4 or more units) purchase this at the same time.

N5 System data interface service.

This is an optional service from Clevermed. It provides bespoke software created, installed and configured locally within a single hospital site for the purpose of facilitating a single interface to an existing patient data system. Conditions apply to the availability of this service, and it is the final decision of Clevermed whether to agree to create and implement any interface – see separate document detailing system interfacing for the *Neonatal.net* platform.

There is an up-front, one-off payment of £1000 per interface, followed by an optional annual support charge of £500 per year. These charges are for each interface at each site that it is implemented. Therefore, for example, if the same system interface software is created by Clevermed once, but installed and implemented at 2 separate hospital sites, then 2 interface charges will be applied at £1000 each. If one system interface is installed and implemented at one site only, but supports data exchange for patients

from multiple sites, then this is charged as one interface only.

Due: One-off payment of £1000 per installed interface is due up front at the start of an agreed interfacing project. The annual support for each interface is charged on an annual basis and starts 12 months after the initial interface starts performing live patient data transfers.

Note 1: Clevermed will best endeavour to ensure the successful creation of a system interface. Due to potential failing of factors outwith Clevermeds control, Clevermed cannot guarantee the successful implementation of a system interface solution. The up-front payment in this case is not refundable.

Note 2: This service provides NO ON-SITE VISITS by Clevermed staff. All liaison with the hospital and system suppliers is by email or telephone. If an on-site visit is required, then Clevermed will provide an engineer at a fixed rate of £600 per day.

N6 Historical data import

This is an optional additional service from Clevermed. Clevermed will write the required software to import all relevant patient data from an existing patient database into the *Neontal.net* platform.

Conditions apply to the availability of this service, and it is the final decision of Clevermed whether to agree to create and implement any interface – see separate document detailing system interfacing for the *Neontal.net* platform.

There is a one-off charge of £1000 per unit to provide this interface. Once each interface is written and the import of all required data is complete, the system interface is no longer used and no further charges apply.

Due: Invoice sent upon successful completion of the specific database import.

Note: There is no charge for historical data import for existing Badger Light system units.

P1 Clevermed attendance and SEND project meetings.

This is an optional one-off charge that is a contribution to the travel and expenses costs incurred by Clevermed to attend up to ten meetings in London as part of the SEND project group.

Due: As a one-off payment, invoiced 1st March 2005.

P2 One-day training workshop.

This is an optional service. The SEND project will receive two one-day training workshops in London as part of the implementation charge for all units.

Additional training days can be purchased for any number of users and networks at a fixed £600 per day. This price assumes that the venue is provided by the organiser of the training day, and that the venue has NHSNet access in the training room used. Clevermed is not responsible for the provision of any refreshments etc. required.

Due: Invoice sent to single charging point after training day completed.

Additional notes:

1. All prices exclude VAT at 17.5%.
2. All prices valid until 31 December 2005
3. A “unit” that requires a *Neonatal.net* license is any single neonatal unit site that is required to have unique statistical significance for data analysis purposes.
4. For items N0, N1, and N2, Clevermed will only invoice whole neonatal network entities and not individual hospital trusts.
5. Prices quoted for items N0, N1, and N2 are valid only if a minimum of 50 neonatal units are licensed for a whole calendar year and that all units within a neonatal network are licensed regardless of the number actively using the platform.
6. Items N1 and N2 prices are guaranteed until end of year 2007 assuming point (5) is maintained throughout 2005 and 2006.
7. After 31 Dec 2007 a new license agreement will be required to be negotiated with Clevermed Ltd or the then owners of the *Neonatal.net* system software.
8. Clevermed Ltd accounts become payable 30 days from date of invoice.
9. There shall be no delay in full payment beyond the stated payment period on the invoice of the same, as a result in part of whole due to their performance during the contract directly caused by any event beyond Clevermed Ltd’s reasonable control.

Appendix C continued

Neonatal.net Support Plus Service

8 December 2004.

Introduction

Support Plus is an optional service provided by Clevermed that can be purchased either by a single neonatal unit, or to an entire neonatal network.

The purpose of *Support Plus* is to provide a service that offers units added flexibility and features that are over and above the default *Neonatal.net* license features.

These additional features are as follows:

Unit & Network specific configuration changes

New input forms

New patient data entry input forms and associated database fields can be created that are over and above the default platform specification for their project.

These forms would only be available for patients at their own neonatal unit for data entry, but the data entered would be visible as part of the patient's record at other units where the patient was transported to.

There is a limit of twenty new input forms that can be requested by a single unit.

New patient reports

New and specific patient reports can be created by Clevermed to meet the requirements of the *Support Plus* unit. These can be "general" reports (one per baby), or can be timed reports that are linked to data entry forms used during the patient's stay in their unit.

New unit / network reports

Specialised unit summary report or network summary reports can be requested that are over and above the default unit reports provided by the default platform project.

Systems analysis service

This provides a localised service of support for single units or a whole network. If a unit/network wants to create or participate in a specific research study, then a Clevermed systems analyst is provided to assist in the data modelling, system changes, and reporting required for this endeavour.

If an entire network is purchasing *Support Plus*, then Clevermed will provide a representative to attend its local network meetings to ensure that data collection and analysis needs are being met.

- Added system features**
- **Biometric user authentication.**
Use of a fingerprint mouse for fast end-user biometric authentication is provided. The mouse currently costs about £70+VAT each and can be provide by Clevermed if required. All users within the unit can be “enrolled” to use the fingerprint mouse. There is no limit to the number used.
 - **PDF Patient report archiving.**
By default, all patient reports are created dynamically from the stored patient data – these include admission and discharge summaries. This added feature allows patient reports for a single *Support Plus* unit to be converted into Acrobat PDF file and stored in the patient database securely. This feature is integrated into the main system. Archived reports can be emailed to specified addresses (e.g. the GP, or patient’s consultant) by the *Neontal.net* platform itself.
 - **Drugs Calculator**
A built-in drugs calculator and database that can be accessed at any time within the system and can also be linked to patient specific items (day of life, weight etc.).

Cost

The *Support Plus* service is charged as follows:

1. For a single neonatal unit - £2500 +VAT per year. Payable in advance at start of each 12 month period.
2. When all units in a single neonatal network purchase it (min 4 units), then the cost is £1500+VAT per unit per year. Payable in advance at start of each 12 month period.

If a unit decides to stop using the service after any 12 month period, then no patient data is lost, but any added input forms and reports are then disabled for new patient entry/viewing.

SIGNATURES

Signed by

Name:

Position

On behalf of

Neonatal Network

Date:

Signed by

Position:

On behalf of Clevermed