**THIS AGREEMENT** is made the  23rd October 2017

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| **PARTIES** |
| 1. **Care Unbound Limited** incorporated and registered in England and Wales with company Number 6528491 whose registered office is at Fourth Floor, 177 Preston Road, Brighton, BN1 6AG **("Here")**; and 2. East Leics & Rutland GP Federation |
| **BACKGROUND** |
| The **Client** wishes to secure the provision of certain services and a licence to use certain materials. Here has agreed to provide such services and grant such licence in accordance with the terms of this Agreement. |

**NOW IT IS HEREBY AGREED** as follows:

# DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation set out in Schedule 1 apply in this Agreement.

# TERM

## This Agreement shall commence on the Commencement Date and shall continue in force until terminated in accordance with its provisions.

## Either party may terminate this Agreement by giving no less than one month’s written notice to the other party prior to an anniversary of the Commencement Date, with the effect of such notice validly served being the termination of this Agreement on the next anniversary of the Commencement Date.

# HERE's Obligations

## In consideration of the performance by the **Client** of its obligations under this Agreement, Here grants a non-exclusive licence for the **Client** and the GPs to use the Materials for the Permitted Purpose within the Territory during the period of this Agreement (the "**Licence**").

## Here shall provide the Services in accordance with the terms of this Agreement.

## Here shall use reasonable skill and care in providing the Services.

## Here shall use staff of appropriate skill and expertise for the provision of the Services.

# CLIENT’S OBLIGATIONS

## The **Client** shall:

### comply with, and procure that the GPs comply with, the terms of Schedule 3 and shall indemnify Here against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from the **Client**'s or the GPs' failure to comply with such terms, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any negligent act or omission by Here;

### provide prompt co-operation and assistance and any information and/or documentation that Here may reasonably require in order to enable Here to provide the Services and procure that the GPs do the same; and

### permit Here staff to have such access as Here may reasonably require to the relevant premises and facilities for the purpose of providing the Services and procure that the GPs do the same; and

### perform the **Client** Tasks.

# Contract Price

## In consideration of the provision of the Services and the grant of the Licence, the **Client** shall pay the Contract Price and Expenses to Here in accordance with the Payment Timetable.

## The Contract Price shall be exclusive of value added tax which shall be payable by the **Client**, where applicable, in addition to the Contract Price (see Schedule 4, Part A).

## If the **Client** fails to pay any amount due under this Agreement on the due date for payment, Here shall be entitled (without prejudice to any other right or remedy it may have) to charge interest on any amount outstanding pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, such interest being charged as a separate, continuing obligation and not merging with any judgment.

# LIABILITY

## Here shall not be in breach of this Agreement to the extent that any neglect, default, act or omission of the GPs, the **Client**, or any agent, staff or subcontractor of the **Client** (including, without limitation, a failure to perform the **Client** Tasks) results in a breach of Here's obligations under this Agreement.

## Each Party accepts unlimited liability to the other for:

### death or personal injury caused by the negligence of that Party;

### fraud committed by or on behalf of that Party; and

### any other liability which may not be limited or excluded under any applicable law.

## Subject to Clause 6.2, Here gives no warranty and makes no representation whatsoever as to the efficacy or usefulness of the Materials to confer benefit on the business or other interests of the **Client** or the GPs and Here shall not be liable to the **Client** or the GPs for (a) any indirect or consequential loss or (b) any loss of income, use, profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.

## Subject to Clause 6.2, Here's total aggregate liability to the **Client** and the GPs whether in contract, tort (including, without limitation, negligence or breach of statutory duty) or howsoever otherwise arising shall not exceed the Contract Price**.**

## The **Client** shall indemnify Here against all any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings which it may suffer or sustain as a result of the acts, omissions or defaults of the **Client** and the GPs, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any negligent act or omission by Here.

## Subject to Clause 6.7, Here shall indemnify the **Client** against any claim by a third party that the use of the Materials in accordance with the terms of this Agreement infringes the Intellectual Property Rights of that third party, except to the extent that such claim has been caused by any negligent act or omission by the **Client** or the GPs.

## Here's obligation in Clause 6.6 to indemnify the **Client** shall not apply unless:

### the **Client** gives Here prompt written notice of the action or claim upon becoming aware of the action or claim;

### the **Client** grants Here exclusive control over the defence and settlement of the action or claim; and

### the **Client** gives Here reasonable assistance in the defence and settlement of the action or claim, as requested by Here (all of **Client**'s reasonable out-of-pocket expenses in giving assistance shall be paid by Here).

# DATA PROTECTION

## Each Party shall comply with the Data Protection Act 1998 (the "**1998 Act**") and, in particular, with the obligations placed upon it by the seventh data protection principle set out in the 1998 Act ("**Seventh Principle**"), namely:

### to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed by the Seventh Principle;

### only to process personal data (as defined in the 1998 Act) for and on behalf of the other Party, in accordance with the other Party’s instructions and for the purposes of this Agreement and to ensure compliance with the 1998 Act; and

### to allow the other Party to audit the other Party’s compliance with requirements of this Clause 7.1 on reasonable notice and/or to provide the other Party with evidence of its compliance with the obligations set out in this Clause 7.1.

## The Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. In particular, this includes each Party providing the other Party with reasonable assistance in complying with subject access requests under the 1998 Act.

# Confidentiality

## Each Party shall, and shall use all reasonable endeavours to ensure that any person employed or engaged by that Party shall:

### keep the other Party’s Confidential Information confidential; and

### use the other Party's Confidential Information only for the purposes of the performance of obligations under this Agreement.

## Each Party shall restrict access to the other Party's Confidential Information to those persons employed or engaged by that Party, or to professional advisers, who need to know the Confidential Information in connection with the performance of obligations under this Agreement.

## The provisions of Clauses 8.1 and 8.2 shall not apply to any information which:

### is or becomes public knowledge other than by breach of this Clause 8; or

### is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

### is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

### is independently developed without access to the other Party’s Confidential Information; or

### is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction.

# Intellectual Property

## All Intellectual Property Rights and all other rights in the Materials, the Deliverables and the Background shall be owned by Here.

## Here licenses the Intellectual Property Rights in the Deliverables to the **Client** and any GPs free of charge and on a non-exclusive basis to such extent as is necessary to enable the **Client** and any GPs to make reasonable use of the Deliverables and the Services. On expiry or termination of this Agreement, this licence will automatically terminate.

# Force Majeure

## If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than an obligation to make payment) by a Force Majeure Event:

### that Party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that that Party is so prevented, hindered or delayed;

### that Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and

### as soon as reasonably possible after the cessation of the Force Majeure Event that Party shall notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.

# Termination

## Either Party may terminate this Agreement immediately by notice in writing, if the other Party is in material breach of this Agreement and fails to remedy the breach (if capable of remedy) within 30 days’ of written notice of the breach being given by the terminating party.

## Here may terminate this Agreement immediately by notice in writing, if:

### the **Client** fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than **28** days after being notified to make such payment; or

### the **Client** or the GPs dispute or challenge the validity of any of Here's rights in relation to the Materials; or

### Here shall cease at any time to have the right to grant the Licence in respect of all or part of the Materials.

## Termination or expiry of this Agreement for any reason shall be without prejudice to any right or remedy of either Party which may have accrued prior to such termination or expiry.

## On expiry or termination of this Agreement for any reason the **Client** shall discontinue all use of the Materials and Deliverables and shall procure that the GPs do the same.

## For the avoidance of doubt, upon expiry or termination of this Agreement, Here shall continue to be entitled to receive, and the **Client** shall continue to pay, the Contract Price and Expenses in respect of any Services provided up to and including the date of termination or expiry (including all Expenses falling due for payment up to the date of expiry or termination and all Expenses falling due for payment after the date of expiry or termination which arise from non-cancellable commitments).

## Any provision of this Agreement which is either expressed to or by implication is intended to survive termination or expiry of this Agreement shall do so.

# DISPUTE RESOLUTION

## If a dispute arises between the Parties in relation to any matter arising out of or in connection with this Agreement which cannot be resolved by their authorised officers within ten (10) Business Days of the dispute arising, the Parties shall arrange for more senior representatives to meet solely in order to resolve the matter in dispute.

## If the meeting referred to in Clause 12.1 does not resolve the matter in question within twenty (20) Business Days of the matter being referred to the more senior representatives, the Parties shall attempt to settle it by mediation in accordance with Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure. To initiate a mediation, either Party may give notice in writing (“**Mediation Notice**”) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR asking CEDR to nominate a mediator. The mediation shall commence within 28 days of the Mediation Notice being served. Neither Party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour or one Party has failed to participate in the mediation process. Neither Party will commence legal proceedings against the other until thirty (30) days after such mediation of the dispute in question has failed to resolve the dispute. The Parties shall co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay the mediator's costs, as the mediator shall determine or in the absence of such determination such costs shall be shared equally.

## Nothing in this Agreement shall prevent either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant dispute in accordance with the process set out in this Clause 12.

# Notices

## Any notice to be given under the Agreement shall either be delivered personally or sent by first class recorded delivery post. The address for service of each Party shall be its address as set out above or such other address as either Party may previously have notified to the other Party in writing. A notice shall be deemed to have been served:

### if personally delivered, at the time of delivery;

### If posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities

and, in proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class recorded delivery (as appropriate).

# General Provisions

## Save as required by law and/or the requirements of any relevant stock exchange, neither Party shall release any publicity relating to any matter in connection with this Agreement without the prior written consent of the other Party.

## Nothing in this Agreement shall be construed as establishing or implying a partnership or joint venture between the Parties or shall be deemed to constitute either Party as the agent of the other or allow either Party to hold itself out as acting on behalf of the other.

## This Agreement supersedes all previous understandings and negotiations in respect of the Parties' obligations as provided in this Agreement. Each of the Parties acknowledges and agrees that, in entering into this Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

## All representations (save in respect of fraudulent misrepresentation), warranties, conditions and other terms whether implied by statute or otherwise which are not expressly included in this Agreement and which might otherwise relate to the Services or the Licence are hereby excluded to the extent permitted by law.

## The delay or failure by a Party to insist upon the strict performance of any provision, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

## If any provision of this Agreement is agreed or held to be invalid or unenforceable, such provision shall not have the effect of invalidating or rendering unenforceable the remainder of this Agreement and the Parties agree that they shall immediately commence in good faith negotiations to vary the terms of this Agreement in order to remedy such invalidity or unenforceability.

## The **Client** shall not assign, novate, transfer or sub-contract the whole or any part of this Agreement, or any of its rights or obligations under it, or grant any sub-licence, without the prior written consent of Here.

## This Parties’ respective rights and obligations under this Agreement shall continue for the benefit of, and shall be binding on their respective successor and assigns.

## A person who is not a Party to this Agreement shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. A person who is not a Party to this Agreement shall not be entitled to object to, or be required to consent to, any variation to this Agreement.

## No variation to this Agreement shall be effective unless made in writing and signed by both Parties.

## This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one contract.

# Law

The Parties submit to the exclusive jurisdiction of the English courts and agree that this Agreement is to be governed and construed according to English law.

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| **IN WITNESS WHEREOF** the Parties or their duly authorised representatives have signed this Agreement | |
| **Signed for and on behalf of Here**  Name:  Position:  Signature:  Date: | **Signed for and on behalf of the Client**  Name:  Position:  Signature:  Date: |

**SCHEDULE 1**

**DEFINITIONS AND INTERPRETATION**

* 1. In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

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| **“Agreement”** means this agreement between the Parties including the Schedules; |
| "**Background"** means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form), information and materials provided by Here relating to the Services which existed prior to the Commencement Date; |
| "**Business Day**" means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales; |
| **"Client Tasks"** means the tasks specified in Schedule 5; |
| "**Commencement Date**" means |
| "**Confidential Information**" means any and all information, data and material of any nature which one Party may receive or obtain from the other in whatever form in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of that Party, its employees, consultants, patients, agents and/or any other person with whom that Party has dealings; |
| "**Contract Price**" means the price payable by the **Client** in respect of the provision of the Services and the grant of the Licence, as set out in Schedule 4, Part A, including the Training Fee and the Subscription Fee; |
| **"Deliverables"** means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form), products and materials developed by Here or its agents, subcontractors, consultants and employees in relation to the Services in any form; |
| **"E-Learning Platform"** means the e-learning platform detailed in Schedule 2, Part A; |
| **"Expenses"** means the expenses payable by the **Client** in respect of the provision of the Services as set out Schedule 4, Part A, Paragraph 2; |
| “**Force Majeure Event**" means any event beyond the reasonable control of the Party claiming to be subject to the Force Majeure Event including, without limitation, strikes, lock-outs, labour or industrial disputes, acts of God, pandemic, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm; |
| **"GPs"** meansgeneral medical practitioners who are: registered on the performers list maintained in accordance with section 91 of the National Health Service Act 2006; andproviding services to the **Client**'s population pursuant to The National Health Service (General Medical Services Contracts) Regulations 2015; The National Health Service (Personal Medical Services Agreements) Regulations 2015 or the Alternative Provider Medical Services Directions 2013, and a reference to "**GPs**" includes employees of those GPs; |
| **"Index"** means the index set out in Schedule 4, Part C, Paragraph 1; |
| "**Intellectual Property**" means patents, trade marks, service marks, trade names, copyright, rights in databases, rights in designs, know-how and all and any rights of a like nature and any applications for protection of any of these rights; |
| "**Licence**" shall have the meaning given in Clause 3.1; |
| "**Materials**" means the materials which are the subject of the Licence, as detailed in Schedule 2, Part A, including the E-Learning Platform; |
| "**Party**" means Here or the **Client** as appropriate and **Parties** means both Here and the **Client**; |
| "**Payment Timetable**" means the payment timetable as set out in Schedule 4, Part B; |
| "**Permitted Purpose**" means the use by the **Client** or GPs solely in connection with Workflow Optimisation after completion of the training course developed and delivered by Here; |
| "**Review Date**" means the date set out in Schedule 4, Part C, Paragraph 2; |
| "**Services**" means the services to be provided by Here, as detailed in Schedule 1; |
| "**Subscription Fee**" shall have the meaning given in Schedule 4, Part A, Paragraph 1(a); |
| "**Territory**" means United Kingdom of Great Britain and Northern Ireland; and |
| "**Training Fee**" shall have the meaning given in Schedule 4, Part A, Paragraph 1(b). |

* 1. References to any statute or order shall include any statutory extension, modification or re‑enactment, and any order, regulation, bye‑law or other subordinate legislation.
  2. References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
  3. References to a “Clause” or "Schedule" are to Clauses or Schedules of this Agreement; and references in this Agreement to "Paragraphs" are Paragraphs of the relevant Schedule.
  4. References to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
  5. The headings are for convenience only and shall not affect the interpretation of this Agreement.
  6. Words denoting the singular shall include the plural and vice versa.
  7. Where a term of this Agreement provides for a list of one or more items following the word “including” or “includes” then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

**SCHEDULE 2**

**MATERIALS AND SERVICES**

**PART A: MATERIALS**

1. **E-Learning Platform** 
   1. Platform which contains the following – dummy letters, GP Champion manual, Addendums manual, User guide for clinical systems – SystemOne, Vision and EMIS, clinical correspondence for SystemOne, Vision and EMIS
   2. Platform contains step by step guide as detailed in manual
   3. Distant learning courses developed to reflect the training course
   4. Examination / assessment
   5. Local and national forum
2. **Dummy letters**
   1. Practice patient letters including a variety of clinical correspondence
   2. Used to practice pinpointing relevant clinical information
   3. Used to practice pinpointing Read Coding
   4. Used to practice identifying what a task is and how to action it
3. **GP champion manual** 
   1. Manual for GP Champions, covering the requirements and expectations of the role
   2. Auditing and feedback
   3. Medication
   4. Workflow process
   5. Child protection and Safeguarding
4. **Addendums manual** 
   1. Overview of GP Champion role
   2. Clinical document types
   3. Example of practice protocol / flowchart
   4. Diabetic eye screening programme reference guide
   5. Clinical abbreviations and symbols
   6. Read codes – Child protection / safeguarding (examples)
   7. Read codes – QOF (examples)
   8. The Keep it Simple Guide to QOF
   9. Useful resources and links
5. **User guide for clinical system SystmOne**
   1. User guide for navigating SystmOne
6. **User guide for clinical system Vision** 
   1. User guide for navigating Vision
7. **User guide for clinical system EMiS**
   1. User guide for navigating EMiS
8. **Clinical correspondence for SystmOne**
   1. Workflow optimisation guide for use on SystmOne
   2. Our guide on how to process a document safely and efficiently
9. **Clinical correspondence for EMIS Web using Docman** 
   1. Workflow optimisation guide for use on EMIS
   2. Our guide on how to process a document safely and efficiently
10. **Clinical correspondence for Vision using Docman** 
    1. Workflow optimisation guide for use on Vision
    2. Our guide on how to process a document safely and efficiently

**PART B: SERVICES**

1. **Delivery of training for administrators to complete workflow optimisation** 
   1. Administrators are able to recognise a clinical piece of information
   2. To be able to action a letter to completion or to forward to correct recipient
   3. Training behind Workflow Optimisation methodology
   4. To decrease the amount of clinical correspondence that a GP processes
   5. To increase knowledge of clinical administrative processes
   6. To support the implementation of a change management programme
   7. To improve the quality and consistency of read coding
   8. To ensure robust safety measures are clearly understood by the whole practice team
   9. To maintain and implement Workflow Optimisation within administrators and GPs practice
   10. To circulate MDU assurance that indemnity will not increase providing our training model is followed by practices
2. **Training to GP champions for support of the governance and audit function**
   1. To ensure robust auditing and feedback where required to enhance and maintain learning
   2. To understand the need for medication protocol to be in place
   3. To provide support to administrators carrying out Workflow Optimisation
   4. To collate feedback from clinicians within the practice
   5. To build practice protocols and policies including, medication, child protection and safeguarding
   6. Mentoring and stewardship of the administrator through auditing and feedback sessions
3. **Examination / Certification (Accreditation)** 
   1. Provide examination to ensure administrator is competent in workflow processes
   2. Provide examination to ensure GP is competent in GP Champion role
4. **Auditing (Assurance)**
   1. To understand the importance of auditing and assurance which forms an important part of the development and governance of Workflow Optimisation
   2. Embed the coding processes within the practice
5. **Remote Technical Support**
   1. To provide ongoing remote technical support as and when required for the duration of the contract
   2. Technical support including, but not limited to, the processes of Workflow Optimisation, system specific support and troubleshooting
   3. To answer process specific questions with administrators and GPs

**SCHEDULE 3**

**LICENCE CONDITIONS**

## **Use and protection of the Materials**

## The **Client** and the GPs shall ensure that each use of the Materials bears the following:

* 1. the following copyright identification: *'© (year of publication)'* (and the date to be placed in brackets after *'©'* shall be the date specified for that purpose by Here for the particular Material); and
  2. a notice to the effect that such Materials are used under licence from Here.

## The **Client** and the GPs shall not do, or omit to do, anything to diminish the rights of Here in the Materials or impair any registration of the Materials.

## Nothing in this Agreement shall give the **Client** or the GPs any right, title or interest in the Materials, other than the right to use them in accordance with the terms of this Agreement. The **Client** and all GPs recognise Here's title to the Materials and shall do nothing inconsistent with such title and shall not claim any right title or interest in the Materials or any part of it save as is granted by this Agreement.

## The **Client** and the GPs shall promptly call to the attention of Here the use of any part of the Materials by any third party or any activity of any third party which might amount to infringement or passing off.

## All goodwill and reputation generated in the Materials by the **Client** and the GPs shall be generated on behalf of Here and be for Here's benefit and the **Client** and the GPs shall hold any such goodwill generated as bare trustee for Here.

## The **Client** and the GPs shall not dispute or challenge the validity of the Materials or any other rights of Here in relation thereto, either during the period of this Agreement or at any time thereafter.

## The **Client** and the GPs shall provide all such assistance as Here may require in relation to the maintenance and protection of the Materials or in relation to any application to register Here as proprietor of the Materials in any part of the world.

## The **Client** and the GPs shall provide to Here, promptly upon Here's written request, a written report in reasonable detail of any matter in relation to the **Client**'s and/or the GP's use of the Materials as Here shall specify.

**Infringement of the Materials**

## The **Client** and the GPs shall promptly notify Here of any actual or suspected infringement within the Territory of the Materials or any other Intellectual Property Rights in or relating to them ("**Infringement**") that comes to their attention.

## Here shall have the sole right to take action against third parties in respect of any Infringement. The **Client** and the GPs shall co-operate fully with Here in taking all reasonable steps required by Here in connection with any Infringement, including, without limitation, legal proceedings. Here shall be responsible for the cost of any legal proceedings it requires and is entitled to any damages, account of profits and/or awards of costs recovered. The **Client** and the GPs shall use their best endeavours to assist Here in any legal proceedings relating to any Infringement.

## The **Client** and the GPs shall in no circumstances settle any claim or action against third parties in respect any Infringement without the prior written consent of Here.

**Reservation**

## Here reserves the right to grant licences of the Materials within the Territory to other licensees and to use the Materials in any other manner.

**E-Learning Platform**

## Subject to Clause 6.2, Here will not be liable to the **Client** or the GPs if for any reason the E-Learning Platform is unavailable at any time or for any period.

## The **Client** and the GPs acknowledge and agree that:

* 1. Here may restrict the **Client**'s and the GPs’ access to the E-Learning Platform (or parts thereof), at any time or for any period;
  2. Here has the right to disable any user identification code or password for the E-Learning Platform (whether chosen by the **Client** or the GPs or allocated by Here to the **Client** or the GPs) at any time, if in Here’s opinion the **Client** or the GPs have failed to comply with the terms of this Schedule; and
  3. the **Client** and the GPs are responsible for making all arrangements necessary for them to have access to the E-Learning Platform.

## The **Client** and the GPs shall not:

* 1. misuse the E-Learning Platform by knowingly introducing viruses or other material which is malicious or technologically harmful; or
  2. attempt to gain unauthorised access to the E-Learning Platform, the server on which the E-Learning Platform is stored or any server, computer or database connected to the E-Learning Platform.

## Subject to Clause 6.2, Here will not be liable for any loss or damage caused viruses or other technologically harmful or malicious material that may infect the **Client**'s or the GPs’ computer equipment, computer programs, data or other proprietary material due to the **Client** and the GPs’ use of the E-Learning Platform or to the **Client**'s or the GPs’ downloading of any material from the E-Learning Platform.

## The terms set out in this Schedule are without prejudice to any general terms of use as specified by Here in respect of the E-Learning Platform.

**SCHEDULE 4**

**CONTRACT PRICE**

**PART A: CONTRACT PRICE AND EXPENSES**

**1. Contract Price**

## The **Client** shall pay to Here the following sums:

### (a) an amount of £0.40 per registered patient population plus VAT for Year 1 and 2(the "**Training Fee**").

The registered patient population of the **Client** for the purposes of calculating the Contract Price shall be

**62,757**

**PART B: PAYMENT TIMETABLE**

**1. Invoicing**

Here shall invoice the **Client** for:£30,123.26 INC VAT

**2. Payment**

The **Client** shall pay any such invoice submitted by Here within 28 days of date of the invoice into such bank account as Here may nominate to the **Client** from time to time in cleared funds without deduction or set off.

The payment schedule is below:

|  |  |  |  |
| --- | --- | --- | --- |
| Component | Invoice date | Payment due | Comments |
| 1 | On contract signature £30,123.26  23/10/2017 | Within 28 days |  |

**SCHEDULE 5**

**Client AND GP PRACTICES RESPONSIBILITIES AND TASKS**

1. **The Client shall:**
   1. Identify key people to manage the implementation of the programme across the **Client** to include a project manager and a GP champion, and to communicate who these are to Here 3 - 4 weeks prior to the training course
   2. Organise a venue and ensure access to the following is available / in place, and confirm to Here 2 weeks prior to the start of the training course:
      1. A workstation i.e desk & chair
      2. A computer / laptop – ideally with dual screen working (i.e. 2 monitors), but dual screen working is not essential
      3. An N3 internet connection - a wired connection is preferable over wireless to minimise any potential for dropouts caused by loss of connectivity
      4. A log-in to the local area network
      5. Remote Access to each trainee’s own practice clinical system via Team Viewer - it is important that this is checked as far in advance as possible. Team Viewer requires a computer to be made available in the practice for the trainee to remote connect to.
      6. Projector screen.
      7. Access to scanning and printing facilities (if possible)
      8. An area / space suitable for breakout sessions, group work sessions and presentations.
2. **GP Practices shall:**
   1. Identify and release administrators to be trained for the duration of the course and beyond
   2. Identify and release GP Champions to be trained for the duration of the course and beyond