iGPR

Superior Managed Service

WELCOME PACK

emis health accredited partner

cegedim Healthcare Solutions

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Thank you for signing up with iGPR Superior Managed Service

This is the first step to removing all of the workload of Subject Access Requests, Insurance Reports, DWP and other Medical Reports. We have created this welcome pack to provide you with all of the information you need to help with the transition to outsourcing.

These files are also provided separately for your ease of use should you choose to include them in any of your processes.

Contents

Additions for the Practice's Privacy Notice

Updating your Privacy Notice informs Patients and Third Parties that the Practice instructs iGPR as a data processor and is permitted to process Patient data on its behalf.

We have drafted the wording on the right which could be added into the Practice Privacy Notice should you choose.

We use a processor, iGPR Technologies Limited ("iGPR"), to assist us with responding to report requests relating to your patient data, such as subject access requests that you submit to us (or that someone acting on your behalf submits to us) and report requests that insurers submit to us under the Access to Medical Records Act 1988 in relation to a life insurance policy that you hold or that you are applying for.

iGPR manages the reporting process for us by reviewing and responding to requests in accordance with our instructions and all applicable laws, including UK data protection laws.

The instructions we issue to iGPR include general instructions on responding to requests and specific instructions on issues that will require further consultation with the GP responsible for your care.

Our Communications to Patients and Third Parties

When the Practice create an instruction to iGPR these messages are automatically sent by iGPR to Patients and Third Parties by SMS and email.

We act on behalf of Surgery, [Practice Name]

We have received your Subject Access Request and you can be assured that the this will be completed within 28 days.

The report will be sent to you for access by a secure download link. Please read the instructions carefully.

If you have any further enquiries please contact iGPR on 01527 570005 between 9 and 5pm.

How to Refer Enquiries to Us

Our communication to Patients and Third Parties automatically directs enquiries about Patient Medical Reports and Subject Access Requests to us. However, if an enquiry does come directly to the Practice you can use the following details to refer enquiries to us.

We outsource our Medical Reports to iGPR

For enquiries please contact 01527 570005 anytime between 9am and 5pm or complete a contact form via their website www.igpr.co.uk/contact

Managed Services User Agreement

A copy of the Managed Service User Agreement is shown below for your information. This must be accepted in the Managed Service Dashboard during installation.

iGPR (Intelligent General Practice Reporting)

Managed Service Agreement

Important – read carefully:

This Managed Service Agreement ("Agreement") is a legal agreement between the end user general practice ("General Practice") and iGPR Technologies Limited, a company registered in England and Wales with company number 10810824, whose registered office is at iGPR Technologies, 11 Aston Court, Bromsgrove Technology Park, Bromsgrove, Worcestershire, B60 3AL ("iGPR").

By selecting the iGPR Managed Service, the General Practice agrees to be bound by the terms of this Agreement. If the General Practice does not agree to the terms of this Agreement, click the "do not accept" button and do not proceed with the transaction. iGPR will assume that any individual that accepts these terms on behalf of the General Practice, has the requisite authority to do so.

The General Practice is advised to read the terms of this Agreement with care.

Note that this Agreement (once accepted) will supersede and replace any iGPR End User Licence Agreement that you have previously agreed to.

Schedule 2 – Processing instructions and responsibilities of each party

Part A: Instructions

GP responsibility for instructions

iGPR has sought to outline the steps it will take in performing the iGPR Managed Services, however, the General Practice must review the content of this Schedule 2 to ensure that they are appropriate in the context of the General Practice's operations.

The General Practice acknowledges that, as Data Controller, it remains responsible for providing appropriate instructions to iGPR (as the Data Processor) and for ensuring that the content of the reports is accurate and supplied in accordance with Data Protection Legislation and any other applicable laws.

The General Practice agrees to:

- act in accordance with the Data Protection Legislation and any other laws applicable to the report request (eg AMRA);
- as part of a report request, check that any necessary consents have been obtained from the patient prior to submitting the report request, including a valid patient consent for the purposes of AMRA where the General Practice has received an insurance report request through a method other than the iGPR electronic insurance reporting service (note that, for the iGPR electronic insurance reporting service, iGPR will check and confirm that the insurer's request includes a valid patient consent);
- as part of a report request, issue any necessary additional instructions to supplement those specified below (in particular, specific instructions relating to the relevant patient record); and
- comply with the General Practice responsibilities specified below in Part B of this Schedule 2.

Instructions issued to iGPR

In providing the iGPR Managed Service, iGPR shall act in accordance with the following instructions:

Electronic Insurance Reports sent to the General Practice via iGPR

1. Check that the request has been submitted in accordance with the Access to Medical Reports Act 1988 (or if the patient lives in Northern Ireland, the Access to Personal Files and Medical Reports (Northern Ireland) Order 1991) ("AMRA") and the relevant elements of the Data Protection Legislation. This will include checking and confirming that the request includes a valid patient consent.
2. If not, notify the insurer, indicating that the request must be compliant with the relevant legislation.
3. If the request is compliant with AMRA and consistent with the requirements of the Data Protection Legislation, proceed with preparing the report in accordance with the request.
4. Where the General Practice has requested to review the report, make a copy available for review via the Product before any further actions are taken. If further instructions are issued by the General Practice following review, iGPR will make the requested amendments.
5. Check whether the patient has indicated that they wish to see the medical report before it is sent to the insurer.
6. If not, the report can be sent to the insurer (unless any issues have been identified that require further instruction from the General Practice).

7. If the patient has indicated that they wish to see the medical report before it is provided to the insurer and if there are no issues that require referral back to the General Practice, provide the medical report to the patient, ensuring compliance with Section 4(2) of AMRA before supplying the medical report to the insurer.

8. In accordance with AMRA, patients will have 21 days to view and approve medical reports before being sent to the requesting insurer.

   If necessary, iGPR shall liaise with insurance companies on behalf of the General Practice if clarification is sought by the General Practice around report requirements or Patient details.

Insurance Reports sent to the General Practice via Other Methods (e.g. Post/Email)

1. Review the instructions provided by the General Practice and prepare and process a report in accordance with these instructions.

2. Prepare a report according to the template selected by the General Practice as part of its instructions and in accordance with the Data Protection Legislation and AMRA.

3. Where the General Practice has requested to review the report, make a copy available for review via the Product before any further actions are taken. If further instructions are issued by the General Practice following review, iGPR will make the requested amendments.

4. Note from the instructions provided by the General Practice whether the patient has indicated that they wish to see the medical report before it is sent to the insurer.

5. If not, the report can be sent to the insurer (unless any issues have been identified that require further instruction from the General Practice).

6. If the General Practice has instructed iGPR that the patient wishes to see the medical report before it is provided to the insurer and if there are no issues that require referral back to the General Practice, provide the medical report to the patient, ensuring compliance with Section 4(2) of AMRA before supplying the medical report to the insurer.

7. In accordance with AMRA, patients will have 21 days to view and approve medical reports before being sent to the requesting insurer.

   If necessary, iGPR shall liaise with insurance companies on behalf of the General Practice if clarification is sought by the General Practice around report requirements or Patient details.

Electronic Army Medical Requests sent to the General Practice via iGPR

1. Check that the request includes a relevant patient consent.

2. If not, notify the requestor, indicating that the request must be complete and compliant with the relevant legislation.

3. If the request appears to be complete and consistent with the requirements of the Data Protection Legislation, proceed with preparing the report in accordance with the request.

4. Where the General Practice has requested to review the report, make a copy available for review via the Product before any further actions are taken. If further instructions are issued by the General Practice following review, iGPR will make the requested amendments.

5. The report will be sent to the requestor (unless any issues have been identified that require further instruction from the General Practice).

   If necessary, iGPR shall liaise with requesting third parties on behalf of the General Practice if clarification is sought by the General Practice around report requirements or Patient details.

Electronic Army Medical Requests sent to the General Practice via Other Methods (e.g. Post/Email)

1. Review the instructions provided by the General Practice and prepare and process a report in accordance with these instructions.

2. Prepare a report according to the date-range selected by the General Practice as part of its instructions and in accordance with the Data Protection Legislation.

3. Where the General Practice has requested to review the report, make a copy available for review via the Product before any further actions are taken. If further instructions are issued by the General Practice following review, iGPR will make the requested amendments.

4. The report will be sent to the requestor (unless any issues have been identified that require further instruction from the General Practice).

   If necessary, iGPR shall liaise with requesting third parties on behalf of the General Practice if clarification is sought by the General Practice around report requirements or Patient details.

Subject access requests (SARs)

1. Review the instructions provided by the General Practice and proceed in accordance with these instructions.

2. Confirm whether the patient is entitled to access all parts of the medical record requested by the patient or whether any exemptions apply (eg another individual is identified). Resolve the issue in accordance with the Data Protection Legislation and ICO guidance where it is possible to do so (eg redact information about other individuals, where appropriate). If there is any issue or concern regarding the content of the patient's medical record, seek further instructions from the General Practice.

3. Where the General Practice has requested to review the SAR, make a copy available for review via the Product before any further actions are taken. If further instructions are issued by the General Practice following review, iGPR will make the requested amendments.

4. If there are no issues that require referral back to the General Practice for further instruction, prepare and send the requested health information to the patient (or authorised third party).

Health Reports for the Department of Work & Pensions

1. Review the instructions provided by the General Practice and proceed in accordance with these instructions.

2. Prepare a report according to the template selected by the General Practice as part of its instructions.

3. Send the requested report to the General Practice via the Product for printing and sending to the requesting party.

Other reports

1. Consider and carry out the request in accordance with the Data Protection Legislation, the instructions issued by the General Practice as part of the request, and any other legislation applicable to the specific report requested (eg AMRA).

General principle

As a general principle, iGPR shall act in accordance with applicable laws and the General Practice's instructions and shall refer a report request back to the General Practice for further instructions where further confirmation or clarification or a decision is required from the General Practice or, where applicable, the patient.

Part B: Responsibilities of each party

iGPR Responsibilities

iGPR shall:

- ensure the Product is setup correctly at the General Practice to enable remote access (so that iGPR can provide the iGPR Managed Service);
- have in place appropriate, standard operating procedures prepared by the iGPR governance team;
- ensure staff who process and complete report requests as part of the iGPR Managed Service are appropriately trained and follow the standard operating procedures;
- provide updates to the General Practice about the status of report requests via the Product;
- make available a copy of completed reports to the General Practice via the Product;
- keep appropriate audit trails of all report requests processed;
- for SystmOne Practices when processing electronic insurance reports delivered directly to the Managed Service, remove information from these reports which has been added to the patient's medical record by an organisation that is not included in the List of Included Third Party Units (available on request) unless otherwise instructed by the General Practice;
- remove any attachments from reports which state that the document should not be disclosed to the patient without consent from either the Practice or another individual;
- remove any attachment pages from reports where the date of the document is outside of the scope of the instruction (for example: a date range subject access request);
- only include in reports one copy of any repeated attachments or duplicated patient summaries;
- redact references to identifiable third parties with the exception of professionals providing care to the patient;
- follow the General Practice's instructions to the best of its ability where the General Practice has selected additional instructions requesting the removal of:
    - Safeguarding of the patient
        - To include: specific safeguarding codes and safeguarding phrasing encompassing the words:
            - Safeguarding
            - Safeguarding concern(s)
    - Child protection

- To include: specific child protection codes and child protection phrasing encompassing the words:
  - Child protection
  - Protection
- Sexual abuse
  - To include: specific sexual abuse codes and sexual abuse phrasing encompassing the words or describing:
    - Sexual abuse
    - Sexual assault
    - Sexual attack
- Adoption and fostering
  - To include: specific adoption and fostering codes and adoption and fostering phrasing encompassing the words:
    - Adoption
    - Fostering

In order to apply additional redactions, iGPR shall not diagnose or give opinion. The relevant information must be recorded or coded by a General Practitioner in the patient's medical record as per the descriptions above;

- send update notifications in relation to the reports processed by the Managed Service to the active contacts added in Settings in the iGPR Product;
- contact the General Practice in relation to instructions issued to the Managed Service via the contact details of any active contacts added in Settings in the iGPR Product;
- send a final copy of the report with any work undertaken to the General Practice (rather than a patient or third party recipient) where the General Practice has not responded to requests for GP review or requests for clarification sent via the Product after 28 days;
- notify the General Practice of periods of service unavailability (e.g. due to national holidays) at least 28 days in advance. iGPR anticipates this will usually be between the Christmas and New Year period;
- reject instructions unable to be completed by iGPR and notify the General Practice via the Product; and
- adhere to the following Service Level Agreements in respect of completing instructions issued to the Managed Service, excluding days where iGPR is waiting

for a response from the GP before it is able to proceed with the processing and noting that exceptions may occur in extenuating or unforeseen circumstances (eg the iGPR Managed Service is unable to establish connectivity to the General Practice):

- all report types (with exception of large subject access requests, see below under GP Responsibilities):
    - processed within 28 days of receipt at iGPR
- where we have agreed to process a large or excessive subject access request we will contact the General Practice and agree a completion date;

GP Responsibilities

The General Practice:

- shall provide remote access to the relevant patient records to enable report requests issued by the General Practice to be processed by iGPR.
- acknowledges that where remote access is unavailable for any reason this will delay the processing of the instruction by iGPR and impact the SLA;
- acknowledges that should any technical issues occur this may delay the processing of the instruction by iGPR and impact the SLA. Where any technical issue will impact the SLA by 3 days or greater the iGPR team will contact the General Practice;
- shall before submitting a report request to iGPR:
    - check and confirm the patient's identity/details;
    - apply the serious harm test, acknowledging that iGPR are unable to do this on behalf of the General Practice;
    - for SARs:
    - if a third party is submitting a SAR request on behalf of a patient, check and confirm that the third party is entitled to act on behalf of the individual;
    - check and confirm the scope (eg date-range) of information requested;
    - acknowledge that where a full patient record is required the completed report will contain all data added to the patient's record at the time iGPR process the report (this will include any future-dated information in the record so the GP must notify iGPR if any instructions change as a result of new data, for example, if the serious harm test

applies to any new data);

- shall acknowledge it is an abuse of the Managed Service Agreement to falsely record the date a SAR request was received at the General Practice and any such requests will be referred back to the General Practice for completion;

- that are extremely large in size contact the Managed Service team and confirm if this request can be completed before submitting to the Managed Service;

- shall as part of the report request submitted to iGPR:

  - include any specific, additional instructions about the report request;

  - where applicable, attach scanned copies of any necessary, additional files which do not form part of the patient's electronically held medical record (for example: historic paper notes);

- shall, where necessary, contact the patient for confirmation or clarification in relation to report requests issued to iGPR (eg re scope of SAR) and provide such details to iGPR to ensure correct processing;

- shall upload instructions to the Managed Service for all suitable fee paying reports (eg insurance reports, DWP forms etc). Failure to do so may require iGPR to review the General Practice's suitability for the chosen Managed Service Plan and apply individual pricing in accordance with section 3 of this Agreement;

- acknowledges that iGPR may contact the General Practice at any time to discuss changing its Managed Service Plan in accordance with section 3 of this Agreement;

- shall not submit multiple SAR instructions for the same patient and date range;

- acknowledges that iGPR will act upon instructions specified in this Schedule and given explicitly by the General Practice when uploading the instruction to the Managed Service. Any additional documentation relating to the request which is uploaded by the General Practice is for cross-reference purposes only. iGPR will not review this documentation for the purposes of identifying and applying additional instructions;

- shall write explicit instructions in the event where any medical information required to be removed from a report;

- shall respond to requests for GP Review and to requests for clarification sent by iGPR to the General Practice via the Product in a timely manner, acknowledging that iGPR will send a final copy of the report with any

work undertaken to the General Practice (rather than a patient or third party recipient) if no response to these requests is received after 28 days;

- acknowledges that there may be attachments in the patient's medical record which iGPR may be unable to convert and may not be included in completed reports;
- acknowledges that iGPR may remove attachments from a report where the date shown on the document is outside of the scope specified in the instruction;
- acknowledges that iGPR will only include in reports one copy of any repeated or duplicated patient summaries attached into the record where this is inside the scope specified in the instruction;
- acknowledges that iGPR may correct errors found in recipient email addresses provided by the General Practice where the email address is for a known third party recipient;
- acknowledges that for the purpose of directing or resolving queries from patients or third party recipients, iGPR may include any active contacts for the General Practice in its response(s) to keep the Practice appropriately updated. The General Practice can add or update active contacts in the Settings section within the iGPR Product;
- acknowledges that any instructions concerning a request for information where a clinical opinion is sought, or an elaboration about information within a patient's medical record, will be rejected and the General Practice notified via the Product. This type of request must be completed at the Practice;
- acknowledges that iGPR may choose to reject instructions for copies of children's medical records requested as part of a court order and notify the General Practice via the Product;
- acknowledges that iGPR may remove non-clinical telephone numbers and non-clinical email addresses found in reports;
- acknowledges that the Managed Service is unable to identify if any information held in the patient's medical record has been hidden from a patient's online record view and is therefore unable to act on instructions to remove such information in reports issued to the Managed Service;
- acknowledges that iGPR may remove any information leaflets and blank forms from reports which are attached in the patient's medical record;
- acknowledges that iGPR may be unable to apply redactions to any handwritten notes which are difficult to understand or are of low image quality;

- acknowledges that iGPR is unable to apply redactions to any medical record content which is not written in English;
- shall inform iGPR immediately if a patient confirms they do not wish for their insurance report to be sent to the requesting insurer, acknowledging that iGPR will send reports which have been made available for review and approval in excess of 21 days;
- ensure mobile telephone numbers and email addresses held in the patient's medical record are up to date and accurate, acknowledging iGPR uses these details when making a review copy of an electronic insurance report available to patients if indicated to do so on their AMRA consent form; and
- ensure that the patient data made available by the General Practice in relation to any report request is accurate and complete, acknowledging that any miscoded or misspelled information may be processed incorrectly;

1 Definitions and interpretation

1.1 In this Agreement the following words and expressions shall have the meanings set out below:

"Atalasoft Software" means the software proprietary to Atalasoft Inc., a Massachusetts corporation;

"API" means the application programming interface enabling interaction between the Product and the Third Party Software;

"Authorised Third Party" means as defined in clause 2.3;"Authorised Users" means the healthcare practitioners and other staff at the General Practice who are authorised by the General Practice to access and use the Product and the User Documentation;

"Confidential Information" means information that is expressly designated as, or ought reasonably to be considered, confidential including but not limited to (i) the Product and User Documentation (which is iGPR's Confidential Information); (ii) the patient Personal Data (which is the General Practice's Confidential Information); (iii) any information obtained by either party about the other during an audit carried out in accordance with the terms of this Agreement;

"Contract Month" means a period of one month, aligning to the monthly payment period;

"Data Controller" and "Data Processor" have the meaning specified in the Data Protection Legislation for a controller and a processor, respectively;

"Data Protection Legislation" means the Data Protection Act 2018 ("DPA"), the UK GDPR (as defined in the DPA) and any other applicable laws relating to the protection

of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);

"Data Subject" has the meaning specified in the Data Protection Legislation;

"Download Portal" means, where this applies, the functionality of the Product which enables a patient or an Authorised Third Party to access, view, download and/or respond to (including by authorising the onwards delivery of) any report, including reports made in response to subject access requests and/or a reports made under the Access to Medical Reports Act 1988 ("AMRA"), that is processed through and/or by using the Product;

"Effective Date" means the date on which the General Practice accepts the terms of this Agreement;

"EMIS Software" means the EMIS healthcare IT system and associated software (including API interface) which is proprietary to Egton Medical Information Systems Limited a company incorporated in England with company number 2117205 having its registered office address at Rawdon House, Green Lane, Yeadon, Leeds, LS19 7BY;

"iGPR Managed Service" means the managed service offering selected by the General Practice, as described https://www.igpr.co.uk/managed-service/;

"iGPR Managed Service Fees" means the fees payable in respect of the iGPR Managed Service, as specified on iGPR's website at http://www.igpr.co.uk/ or as otherwise agreed between iGPR and the General Practice;

"iGPR's Website" means the website at http://www.igpr.co.uk/ or as otherwise notified to the General Practice by iGPR;

"INPS Software" means the INPS Vision 3 Clinical System and associated software (including API interface) which is proprietary to In Practice Systems Limited, a company registered in England with company number 1788577 and having its registered office at The Bread Factory, 1a Broughton Street, London SW8 3QJ;

"Open Source Software" means the following open source software: Tesseract; Pechkin; TuesPechkin; WKHTMLTOPDF; NHS Digital TRUD CDAX XSL; C# ECG Toolkit; CefSharp, Chromium Embedded Framework, DotNetZip, PDF.js; and iTEXTSharp 1.4, further details of which are made available at https://www.igpr.co.uk/open-source/ or license.txt in the install directory;

"Personal Data" means the personal data (within the meaning of the Data Protection Legislation) processed under the terms of this Agreement, as further described in clause 11.8.1 below;

"Processing" has the meaning specified in the Data

Protection Legislation;

"Product" means iGPR's proprietary Intelligent General Practice Reporting software application (including without limitation the iGPR Electronic Insurance Reporting module and the iGPR Subject Access Request module, as further described at https://www.igpr.co.uk/products/igpr-premium/ as part of the iGPR Premium product offering) and any bug fixes, workarounds, patches, minor modifications or Upgrades supplied to the General Practice under this Agreement, but excluding the Open Source Software and Third Party Software;

"SLA" means the service level agreement relating to the Product, as provided by iGPR on request by the General Practice;

"Software Fault" means a demonstrable fault, error or other problem with the Product which is capable of replication by iGPR;

"Term" means the duration of this Agreement, commencing on the Effective Date and continuing until terminated by a party in accordance with clause 8;

"Third Party Software" means the EMIS Software, the INPS Software or the TPP Software (as applicable, depending on the clinical system software used by the General Practice) and the Atalasoft Software;

"TPP Software" means the TPP clinical IT system and associated software (including API interface) which is proprietary to the Phoenix Partnership (Leeds) Ltd, registered in England with company number 4077829 and having its registered office address at 129 Low Lane, Horsforth, Leeds, England, LS18 5PX;

"Tracking Portal" means the tracking portal on iGPR's Website which is provided by iGPR as a service ancillary to the Product;

"Tracking Update" means a status update along with information relevant to such status update, which may include contact information provided for the purpose of further enquiries relating to the status update, (for example, name, contact number and/or email address of the General Practice or work email address of the relevant individual employee at the General Practice, email address of the final recipient of the report or work email address of the relevant individual employee of the final recipient of the report). Save for such information as is relevant to the status update, no other information will be disclosed through the Tracking Portal.

"Upgrade" means all new versions/releases of or other revisions or amendments to the Product made available to the General Practice by iGPR;

"User Documentation" means any instruction manuals and other information associated with the Product supplied by

iGPR to the General Practice, whether in electronic form or otherwise; and

"Warranty Period" means the period of 90 days commencing on the first installation of the Product.

"Working Days" means days excluding weekends and bank holidays in England.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Product and IGPR Managed Service

2.1 iGPR shall provide the iGPR Managed Service with all reasonable skill and care and in accordance with the terms of this Agreement.

2.2 iGPR grants to the General Practice a non-exclusive licence for the Term to permit the Authorised Users to access and use the Product and to possess and refer to the User Documentation in accordance with this Agreement.

2.3 The General Practice acknowledges that, for any medical report requests (including subject access requests), it is intended that the Product will be used to provide a response and/or report to the patient or to a third party directly authorised by the patient (such as a solicitor or insurer) ("Authorised Third Party"), as appropriate, which may be delivered, viewed, accessed, downloaded and, where applicable, responded to through the Download Portal, In respect of AMRA reports only, the patient or Authorised Third Party may track the status of a report being processed through or using the Product by using the Tracking Portal. The Tracking Portal will, upon a request which is deemed to be made by such individuals when they access the Tracking Portal, provide a Tracking Update. The Product (including the report templates and schema) incorporates iGPR's proprietary intellectual property rights and it is not intended that the Product will be used to respond or provide reports to a service provider acting on behalf of an Authorised Third Party where that service provider has not been expressly approved by iGPR ("Unapproved Service Provider"). The General Practice agrees that it will not knowingly use the Product to respond to an Unapproved Service Provider (or otherwise provide any reports created using the Product to an Unapproved Service Provider) and acknowledges that iGPR reserves the right to prevent any such use.

2.4 The General Practice further acknowledges and agrees that it will not, at any time during the Term, use any software that is the same as or similar to the Product or otherwise enter into any agreement or other arrangement

with a supplier of software and/or services that are the same as or similar to the Product and/or the iGPR Managed Service.

2.5 The General Practice shall use all reasonable endeavours to prevent any unauthorised use of the Product and User Documentation and shall notify iGPR promptly after becoming aware of any such unauthorised use.

2.6 The General Practice shall (and shall procure that the Authorised Users shall):

2.6.1 only use the Product for the General Practice's internal clinical use in accordance with the User Documentation, and not make the Product and/or the User Documentation available for use by any third party (for example, third party service providers) without the prior written consent of iGPR;

2.6.2 not copy the Product or User Documentation, except as part of the normal use of the Product and User Documentation or where it is necessary for back-up or operational security purposes;

2.6.3 not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Product or create derivative works from all or any part of the Product or permit the Product or incorporate the Product into any other software programmes, except (in each case) to the extent necessary to use the Product in accordance with the User Documentation or as permitted by any applicable law which is incapable of exclusion by agreement between the parties;

2.6.4 not use the Product to create any software that is substantially similar in its expression to the Product; and

2.6.5 not use the Product in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the terms of this Agreement.

2.7 The General Practice acknowledges that the Product incorporates or requires the use of the Third Party Software and agrees to comply with:

2.7.1 all user terms relating to the Atalasoft Software which apply to iGPR's "Customers" (including, without limitation, clause 4), as set out in the Atalasoft Software terms made available by iGPR at https://www.igpr.co.uk/open-source/ or license.txt in the install; and

2.7.2 if the General Practice is a user of the EMIS Software, the end user licence terms set out in Schedule 1.

2.8 The General Practice acknowledges that the Product incorporates, or requires the use of, components of Open Source Software and agrees to comply with the licence terms made available at https://www.igpr.co.uk/open-

source/ or license.txt in the install directory.

2.9 In the event of any failure by the General Practice to comply with this clause 2, iGPR shall be entitled (in addition to its other rights and remedies) to suspend access to the Product until such time as the General Practice remedies such failure.

3 Fees and Payment

3.1 The General Practice shall pay the iGPR Managed Service Fees monthly in arrears during the Term.

3.2 iGPR reserves the right to change its licensing model and/or prices from time to time by giving at least 30 days prior written notice to the General Practice.

3.3 If the General Practice fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, iGPR may charge interest on the amount of any such late payment at the rate of 5% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made.

3.4 The General Practice shall not request payment from insurers, or any fees associated with other medical reports in respect of report requests issued to iGPR through the iGPR Managed Service (noting that iGPR will do this on behalf of the General Practice).

3.5 Where the General Practice choose the 'Keep Your Fees' (also known as 'Standard') Managed Service Plan it shall remain responsible for reconciling payments made by third parties for completed reports and for any administration in following-up outstanding payments with third parties.

3.6 Where the General Practice chooses the 'Free' Managed Service Plan, it shall ensure that all report requests submitted to the General Practice by third party requestors such as insurance companies, research companies and government departments are provided to iGPR by the General Practice, including without limitation, all 'paper' report requests submitted by insurance companies to the General Practice via post or email (or other similar means) and any personal independence payment report requests submitted by the Department of Work and Pensions.

3.7 Where the General Practices choose the 'Free' Managed Service Plan and in the event a third party requestor pays a report fee directly to the Patient or to the Practice, iGPR will invoice the Practice for the same report fee amount.

3.8 iGPR reserves the right to move the General Practice

to a different Managed Service Plan at any time and will notify the General Practice;

3.9 iGPR reserves the right to apply 'individual pricing' in the case of special requirements provided that such pricing is agreed in advance with the General Practice.

3.10 The General Practice acknowledges that where an instruction issued to the Managed Service is cancelled by the Practice or by the Patient, iGPR Managed Service Fees will still be charged if processing of the instruction has commenced.

4 Installation and data centre services

4.1 iGPR shall install the Product at the General Practice as a local executable which connects to iGPR's data centre services. The General Practice acknowledges that iGPR is not responsible for any non-availability or interruption to the General Practice's access to the data centre caused by any general internet connectivity issues or anything else outside of iGPR's reasonable control, including but not limited to any errors or unavailability caused by the General Practice or its Authorised Users or iGPR's data centre service provider.

5 Support

5.1 iGPR shall provide support for the Product in accordance with this clause 5 and its SLA.

5.2 iGPR shall, during the support hours of 9am – 5pm on Working Days, via email, telephone or remote access (as appropriate):

5.2.1 respond to support requests raised with iGPR in respect of Software Faults and other user issues;

5.2.2 provide advice and assistance on the correction of Software Faults; and

5.2.3 provide workarounds, patches or other maintenance updates as necessary.

5.3 iGPR may provide Upgrades from time to time. iGPR shall use reasonable endeavours to (i) inform the General Practice in advance of a planned Upgrade by either posting a notification on the user dashboard of the Product or via an email notification; and (ii) conduct any such planned Upgrades outside of the hours of 9am - 5.00pm

5.4 iGPR shall have no obligation to provide support in respect of any fault that results from or is connected with:

5.4.1 improper use of the Product or the General Practice's failure to implement solutions to, recommendations in respect of, Software Faults previously advised by iGPR; or

5.4.2 use by the General Practice of any unsupported version of the Product, being a version other than the most recent version of the Product provided to the General Practice or the version prior to the most recent version of the Product provided to the General Practice.

6 Product performance warranty

6.1 Subject to the remainder of this clause 6, iGPR warrants that the Product will during the Warranty Period under normal use conform in all material respects with the functionality outlined in the User Documentation.

6.2 If the General Practice notifies iGPR in writing of any material failure of the Product to conform with the User Documentation in accordance with clause 6.1 during the Warranty Period, the General Practice may require iGPR to correct any demonstrable failure at its own cost and expense within a reasonable time (which shall be the General Practice's sole remedy with respect to any breach of the warranty given in clause 6.1).

6.3 iGPR does not give any warranty in respect of:

6.3.1 use of the Product with any software, hardware, networks or other IT infrastructure or operating system environment that does not meet the requirements set out in the User Documentation;

6.3.2 those elements of the Product that are not subject to the iGPR Managed Service Fees;

6.3.3 operation of any part of the Product being uninterrupted or error free;

6.3.4 the time taken to deliver data through the Product; or

6.3.5 any interfaces between the Product and software that is not owned by iGPR, including, but not limited to the Third Party Software APIs.

7 Intellectual Property Rights

7.1 The General Practice acknowledges that iGPR owns, or is licensed to use, all copyright and other intellectual property rights of whatever nature in and relating to the Product and the User Documentation.

7.2 iGPR warrants that the use and licence of the Product and the User Documentation in accordance with this Agreement will not infringe the copyright of any third party.

7.3 If there is a claim that the use by the General Practice of the Product or the User Documentation in accordance with the provisions of this Agreement infringes the copyright of a third party, iGPR shall use reasonable endeavours to:

7.3.1 procure the right for the General Practice to continue using the Product and/or the User Documentation in accordance with the terms of this Agreement;

7.3.2 make such alterations, modifications or adjustments to the Product and/or the User Documentation so that they become non infringing; or

7.3.3 replace the Product and/or the User Documentation with non-infringing software and/or documentation.

7.4 If iGPR is unable to resolve the claim by taking one of the actions under clause 7.3, iGPR shall have the right to terminate this Agreement. iGPR shall repay to the General Practice, on a pro rata basis, any iGPR Managed Service Fees already paid by the General Practice in relation to any period following such termination.

8 Term and termination

8.1 This Agreement shall commence on the Effective Date and shall continue unless and until terminated in accordance with this clause 8 ("Term").

8.2 Either party may terminate this Agreement by giving written notice of termination to the other party at any time during the Term.

8.3 Either party may terminate this Agreement with immediate effect (or following such notice period as it sees fit) without prejudice to any of its rights or remedies, by giving written notice to the other party if the other party:

8.3.1 commits a material or persistent breach of the terms of this Agreement which is either incapable of remedy or which the other party fails to remedy within thirty (30) days of a notice in writing from the first party specifying the breach and requiring such breach to be remedied; or

8.3.2 is unable to pay its debts; or becomes insolvent; or is subject to an order or a resolution for its liquidation, administration, winding up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or ceases or threatens to cease business; or is subject to any analogous event or proceeding in any jurisdiction.

8.4 Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.

8.5 Upon termination of this Agreement:

8.5.1 all licences granted under this Agreement shall immediately terminate;

8.5.2 any outstanding iGPR Managed Service Fees relating to the iGPR Managed Services supplied by iGPR up to the date of termination shall become immediately due and payable;

8.5.3 any provision of this Agreement which is expressly or by implication intended to survive expiry or termination of this Agreement shall survive and continue in full force and effect; and

8.5.4 within fourteen days of such termination (by either party for whatever reason) the General Practice shall, at iGPR's option, either return to iGPR or destroy all copies of the Product and the User Documentation in the General Practice's possession.

9 Liability

9.1 Nothing in this Agreement shall exclude or restrict iGPR's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1, in no circumstances shall iGPR be liable to the General Practice whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any indirect, special or consequential loss or for any loss of profit, loss of business, loss or corruption of data, pure economic loss or any other similar loss, however arising.

9.3 Subject to clauses 9.1 and 9.2 and save in respect of clause 9.4, iGPR's total liability to the General Practice under or in connection with this Agreement shall be limited, where the Term is 12 months or less, to the iGPR Managed Service Fees paid or payable by the General Practice during the Term or, where the Term is longer than 12 months, the iGPR Managed Service Fees paid or payable by the General Practice in the first 12 months of the Term.

9.4 Subject to clauses 9.1, 9.2 and 9.6, iGPR's total liability to the General Practice in respect of the indemnity given by iGPR to the General Practice under clause 11.9 of this Agreement shall be limited to £5 million in the aggregate.

9.5 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including without limitation about quality, performance or fitness or suitability for purpose) in respect of the Product, User Documentation and iGPR Managed Service, are excluded to the fullest extent permissible by law.

9.6 iGPR will provide the iGPR Managed Service

in accordance with this Agreement, including the responsibilities allocated to it under Schedule 2 and the instructions issued by the General Practice in accordance with clause 11 and Schedule 2. However, the General Practice acknowledges that it is solely responsible for ensuring: (i) that the patient information made available to iGPR through the Product is accurate and complete (which the General Practice hereby warrants); (ii) that appropriate instructions are issued to iGPR in relation to its provision of the iGPR Managed Service (in accordance with the General Practice's responsibilities as a controller under the Data Protection Legislation); (iii) that any subject access requests are submitted to iGPR promptly (and, in any event within 7 days of receipt) to give iGPR sufficient time to process the request within the timescales required by the Data Protection Legislation; and (iv) that, where iGPR requests further instructions from the General Practice, the General Practice responds promptly with such further instructions. iGPR accepts no liability for any loss, damage or cost suffered or incurred by the General Practice to the extent that such loss, damage or cost is the result of the General Practice's failure to comply with the foregoing requirements and/or the General Practice's obligations set out in Schedule 2.

9.7 The General Practice, when using the Product to prepare reports itself or when issuing instructions to iGPR in the preparation of such reports, acknowledges that the Product and iGPR Managed Service are intended to aid and supplement, but do not provide a substitute for, the expertise and judgment of the relevant healthcare professional when making decisions about the disclosure of patient data.

10 Confidentiality

10.1 Except where any use or disclosure is expressly permitted in this Agreement or by the owning party in writing, each party shall treat the Confidential Information of the other party as confidential and shall not:

10.1.1 disclose that Confidential Information to any third party (or cause unauthorised disclosure through any failure to exercise due care and diligence); or

10.1.2 use that Confidential Information other than for the purpose of exercising its rights and performing its obligations under this Agreement.

10.2 The parties agree that the Confidential Information may be disclosed:

10.2.1 to any employees, officers, representatives or advisers of that party who need to know the information provided they are subject to equivalent obligations of confidentiality; and

10.2.2 to the extent that such disclosure is required by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.3 The parties acknowledge that the Confidential Information will cease to be subject to the provisions of clause 10.1 to the extent that it is or becomes publicly known other than through any act or omission of the receiving party or was in the other party's lawful possession before the disclosure or is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

11 Data Protection

11.1 The General Practice and iGPR agree that, with respect to the Personal Data, the General Practice is a Data Controller and iGPR is a Data Processor acting on behalf of the General Practice.

11.2 Each party shall comply at all times with its obligations under the Data Protection Legislation and shall notify the other party without undue delay in the event of any breach by it of its obligations under the Data Protection Legislation in relation of this Agreement.

11.3 The General Practice undertakes to provide all necessary notices to and obtain all necessary consents from Data Subjects to enable the use of the Personal Data of those Data Subjects in accordance with the Data Protection Legislation and this Agreement.

11.4 To the extent that iGPR is a Data Processor acting on the General Practice's behalf, it shall:

11.4.1 Process the Personal Data only in accordance with the General Practice's written instructions, including the applicable instructions specified in Schedule 2 to this Agreement;

11.4.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to protect the Personal Data against a breach of security caused by unauthorised or unlawful processing and against accidental or unlawful destruction, loss, damage, alteration or unauthorised disclosure of or access to the Personal Data;

11.4.3 ensure that any employees or other persons authorised by iGPR to process the Personal Data are subject to appropriate obligations of confidentiality;

11.4.4 not transfer the Personal Data outside of the United Kingdom and European Economic Area without the prior written consent of the General Practice;

11.4.5 notify the General Practice, as soon as reasonably practicable, about any request or complaint received

from a Data Subject (without responding to that request, unless authorised by the General Practice to do so) and assist the General Practice by technical and organisational measures, insofar as possible, for the fulfilment of its obligations in respect of such requests and complaints;

11.4.6 on request by the General Practice and taking into account the nature of the Processing and the information available to iGPR, use reasonable endeavours to assist the General Practice in ensuring compliance with its obligations (in respect of the Personal Data) under (i) Articles 32 to 34 of the UK GDPR in relation to the security of the Processing and notification of personal data breaches and (ii) Articles 35 to 36 of the UK GDPR in relation to data protection impact assessments and prior consultation of the supervisory authority;

11.4.7 subject to clause 11.5, not engage any third party to carry out iGPR's Processing obligations under this Agreement without obtaining the General Practice's prior written consent, and where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this clause 11.4;

11.4.8 on request by the General Practice, make available the information necessary to demonstrate iGPR's compliance with this clause 11.4 and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by the General Practice (or its authorised representative) with respect to the Personal Data, provided that the General Practice shall (or shall ensure its authorised representatives shall):

(i) provide at least 30 working days' advance notice of its intention to carry out an audit;

(ii) use reasonable endeavours to ensure that the conduct of any such audit does not unreasonably disrupt iGPR's normal business operations; and

(iii) comply with iGPR's IT and security policies whilst carrying out any such audit; and

11.4.9 on termination or expiry of this Agreement, destroy or return to the General Practice all Personal Data and delete all existing copies of such data (except to the extent that iGPR is required to keep or store such Personal Data by law).

11.5 The General Practice hereby consent to the use by iGPR of the following category of sub-processor: IT service providers.

11.6 The General Practice acknowledge that clause 11.4 shall not apply to the extent that iGPR is required by law to Process the Personal Data other than in accordance

with the General Practice's instructions and, in such case, iGPR shall inform the General Practice of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest).

11.7 The General Practice shall reimburse any reasonable costs incurred by iGPR in the performance of its obligations under clauses 11.4.5, 11.4.6 and 11.4.8.

11.8 For the purposes of clause 11.4:

11.8.1 the type of Personal Data are:

(i) the details of a patient's medical record, including surname, forename, NHS number, date of birth, address and the clinically coded information, free text and attachments forming part of a patient's medical record; and

(ii) names and contact details of Authorised Users; and

(iii) names and contact details of employees of the Authorised Third Parties.

11.8.2 the categories of Data Subjects are:

(i) the patients registered with and/or treated by the General Practice; and

(ii) the Authorised Users; and

(iii) employees of the Authorised Third Parties.

11.8.3 the nature/purpose of the Processing is to enable iGPR to make available the Product and associated services (which form the subject matter of the Processing); and

11.8.4 the duration of the Processing shall be the term of this Agreement.

11.9 iGPR hereby indemnifies the General Practice from and against any loss, damage or cost suffered or incurred by the General Practice as a result of a failure by iGPR to comply with its data processing obligations as set out in this clause 11 and Schedule 2.

12 Audit

12.1 Upon reasonable prior written notice, the General Practice shall grant iGPR access during normal business hours to its premises, staff and systems to the extent necessary for iGPR to verify that the General Practice and its Authorised Users are accessing and using the Product in accordance with this Agreement.

13 General

13.1 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand or sent by first class post or email to the postal or email address (as applicable) of the other party set out in this Agreement (or such other address as may have been notified). Any such notice shall be deemed to have been served: if delivered by hand, at the time of delivery; if sent by post, upon the expiration of 48 hours after posting; and if sent by email, at the time of sending if sent during working hours on a working day (and otherwise the first working day after sending) unless a failed to send or other message of non-delivery is received by the sender.

13.2 iGPR reserves the right to vary the terms of this Agreement from time to time by issuing an updated set of terms to the General Practice (via the Product), provided that if iGPR materially varies the terms of this Agreement, the General Practice shall be entitled to terminate this Agreement and claim a refund in respect of any fees paid in relation to the period after such termination.

13.3 Subject to clause 13.2, no variation to this Agreement shall be valid unless agreed in writing between the parties.

13.4 The General Practice shall not have the right to assign, transfer, sub-contract, charge or deal in any other manner with any of its rights and/or obligations under this Agreement, or any right arising under it, without the prior written consent of iGPR. iGPR may assign or transfer this Agreement without requiring the consent of the General Practice.

13.5 iGPR may from time to time present a service notification via the Product for the purpose of updating users with information about its products and services.

13.6 This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it. For the avoidance of doubt, this Agreement supersedes and replaces any End User Licence Agreement previously entered into by the General Practice and iGPR.

13.7 Neither party shall be liable for any delay in or for failure to perform its obligations under this Agreement, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including, without limitation, fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.

13.8 The failure or delay of either party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

13.9 Nothing in this Agreement is intended to, or shall operate to, create a legal partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

13.10 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999.

13.11 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

13.12 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

13.13 The General Practice acknowledges that iGPR operates a 'zero-tolerance' policy towards aggressive or abusive behaviour. This includes any personal, abusive or threatening comments, bad language, physical contact and aggressive gestures. iGPR may take the decision to suspend or discontinue services for any customer in breach of this policy.

Schedule 1: EMIS Software terms

1 EMIS Software

1.1 If the General Practice is a user of the EMIS Software, it shall comply with the end user licence terms set out in this Schedule.

2 EMIS Software user terms

2.1 The General Practice acknowledges that the EMIS Software is NOT free or shareware.

2.2 The General Practice shall:

2.2.1 not copy the EMIS Software (other than for normal operation and in accordance with the licence granted to the General Practice) nor (subject to applicable law rights) disassemble, decompile or reverse engineer the EMIS Software;

2.2.2 not translate, modify, lease, rent, loan, redistribute,

sub-lease, sub-license or create derivative works from the EMIS Software;

2.2.3 maintain accurate and up-to-date records of the number and location of all copies of the EMIS Software;

2.2.4 supervise and control Use of the EMIS Software in accordance with the terms in this Schedule;

2.2.5 reproduce and include the copyright notice as it appears in or on the EMIS Software on all copies; and

2.2.6 not use the EMIS Software for any immoral, illegal or for any other purpose which may be determined threatening, abusive or harmful.

2.3 The General Practice acknowledges that:

2.3.1 the EMIS software is provided on an "as is" basis without any warranty of any kind either express or implied including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement except to the extent that by statute liability may not lawfully be excluded in an agreement of this nature;

2.3.2 all copyright, trade marks and other intellectual property rights subsisting in or used in connection with the EMIS Software (including but not limited to all images, animations, audio and other identifiable material relating to the software) are and remain the sole property of the EMIS (or its third party licensors as appropriate); and

2.3.3 the EMIS Software is intended to aid and supplement, not provide a substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals. All information is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding any treatment to prescribe or dispense for all patients and, in particular whether the use of information provided by the relevant system is safe, appropriate, or effective for any particular patient or in any particular circumstances.