Contract with Service Level Agreement

# Contents:

This document contains a customer contract and including a data processing agreement and service level agreement.

# Parties:

This contract ("Contract") is entered into between:

**Clinitalk**, a web application company having its registered office at 9 Middle Drive, Cofton Hackett, Birmingham hereinafter referred to as "Clinitalk" or "Company".

and

**The user registering for a trainee account,** hereinafter referred to as the "**Trainee**" or "**User**".

# Purpose:

The purpose of this Contract is to establish the terms and conditions under which Clinitalk provides access to its web application platform, "Clinitalk", to the Trainee for recording consultations to aid in the training of general practitioners. The intended purpose of consultation recording via the Clinitalk application is the improvement of the quality of patient care through the enhancement of clinical training.

Note: Clinitalk is an educational tool designed to stimulate reflection and learning following a clinical encounter. As outlined in the terms and conditions the user agrees that Clinitalk content must not be used for purposes other than post consultation educational reflection. Usage outside of this scope is off license and unsupported.

Clinitalk does not provide clinical decision support and advises users that queries relating to clinical decision making should be discussed with their assigned clinical supervisor with consideration of current local and national guidelines.

# Service Level Agreement (SLA):

## 1. Access and Availability:

 - Clinitalk agrees to provide the Trainee with access to the Clinitalk web application platform for the duration of this Contract.

 - Clinitalk will use commercially reasonable efforts to ensure the availability of the platform, aiming for uptime of at least 99% during each calendar month.

- Clinitalk reserves the right to withdraw services

## 2. Data Security and Confidentiality:

 - Clinitalk will implement appropriate technical and organisational measures to protect the confidentiality, integrity, and availability of the data recorded by the Trainee within the Clinitalk platform.

 - Clinitalk will not disclose or share the Trainee's personal data with any third party without the Trainee's explicit consent, except as required by law.

- By registering with Clinitalk you are agreeing to use Clinitalk solely for its intended purpose and in compliance with all local and national guidance and laws. In doing so you agree that Clinitalk may use anonymised data from your account to enable Clinitalk to monitor and improve its service.

Trainees using the Clinitalk services, agree to ensure they meet the following eligibility criteria:

- Trainees must be UK based clinicians working in the NHS and associated with an educational organisation.

- Trainees must provide accurate, complete, and current registration information.

## 3. Support and Maintenance:

 - Clinitalk will provide technical support to the Trainee via email during regular business hours (Monday to Friday, 9:00 AM to 5:00 PM)

 - Clinitalk will regularly update and maintain the Clinitalk platform, including bug fixes, security patches, and feature enhancements, to ensure optimal performance and usability.

## 4. Training and Documentation:

 - Clinitalk will provide the Trainee with access to user documentation via its web application and to assist in using the Clinitalk platform effectively.

 - Clinitalk will offer periodic training sessions or webinars to train the Trainee on new features or updates to the platform.

## 5. User responsibilities

As a registered user, you agree to be held responsible for:

- Maintaining the accuracy and completeness of your account information.

- Keeping your login credentials secure.

- Not sharing your account with others.

- Complying with all applicable laws and regulations.

- Using the Application for lawful purposes only.

- Reporting any suspicious or unauthorized activity to us immediately.

Users assert that they understand that Clinitalk is aid to reflection and agree to use the information provided by Clinitalk solely for educational purposes. Trainees agree that they are wholly responsible for their clinical practice and will not use Clinitalk for the purpose of clinical decision making.

When making recordings trainees agree to respect the patient’s privacy and dignity, and their right to make or participate in decisions that affect them. Trainees agree that they will seek explicit consent from a patient before each recording and will not make or participate in the making of recordings against patient wishes or where a recording may cause the patient harm. Trainees agree they may not share a Clinitalk recording outside of the Clinitalk application. Trainees agree they may only link their account to their educational or clinical supervisors accounts to share a recording. Trainees agree that they may only use recordings for your personal educational.

# Priority and Response Matrix

|  |  |  |  |
| --- | --- | --- | --- |
| Priority | Description | Response Time  | Resolution Time |
| P1 | Critical | 1 hour | 12 hours |
| P2 | High | 1 business day | 2 business days |
| P3 | Medium | 2 business days  | 14 business days |
| P4 | Low | 1 business week | 4 business weeks |

*Note we will try and respond to all users as quickly as possible and ideally within the same day.*

Response Time: The time it takes for a support agent to acknowledge the reported issue and begin working on a solution.

Resolution Time: The maximum allowable time for resolving the reported issue and restoring normal functionality to the consultation recording system.

Priority Descriptions:

**P1 - Critical:** Issues that severely impact the functionality of the consultation recording system or pose a significant risk to data integrity or security. Examples include system outages, data breaches, or critical errors affecting multiple users.

**P2 - High:** Issues that affect the usability or functionality of the consultation recording system for individual users or small groups. These issues are urgent but do not pose an immediate threat to data integrity or security. Examples include individual user account issues or significant system performance degradation.

**P3 - Medium:** Issues that affect the functionality of the consultation recording system but recording is still possible and the issue has a moderate or limited impact on users. These issues may hinder productivity but do not pose significant risks to data integrity or security. Examples include minor system bugs or feature requests.

**P4 - Low:** Minor issues, inquiries, or enhancement requests that do not significantly impact the functionality or usability of the consultation recording system. These issues may include general questions, documentation requests, or cosmetic interface changes.

# Term and Termination:

This Contract shall commence on the Effective Date and shall remain in effect until terminated by either party in accordance with the terms herein.

# Governing Law and Dispute Resolution:

This Contract shall be governed by and construed in accordance with the laws of the United Kingdom. Any dispute arising out of or in connection with this Contract shall be resolved through good faith negotiations between the parties. If the dispute cannot be resolved amicably, it shall be submitted to mediation or arbitration in accordance with the laws of the United Kingdom.

# Data Processing Agreement

By entering into this contract, the trainee provides explicit consent to share the following general personal data with Clinitalk for the purposes of use within Clinitalk’s educational services: email address, GMC number, year of birth, gender, ethnicity, place of graduation, practice post code and prior RCGP exam attempts. All general personal data is stored and transmitted in encrypted format to protect it from unauthorised access. Trainees retain rights to their data including the right to: information, access, rectification, objection, and data portability. Trainees can access and amend their data directly via the Clinitalk application. All data is processed in alignment with UK GDPR legislation.

# Miscellaneous:

- This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

- Any modification or amendment to this Contract must be made in writing and signed by both parties.

- Neither party shall be liable for any delay or failure to perform its obligations under this Contract due to causes beyond its reasonable control.

# Signature:

By users registering with Clinitalk, the parties acknowledge that they have read and understood the terms and conditions of this Contract and agree to be bound by them.