**Clinical Software (and Hardware) Solutions in all areas of healthcare (2021/S 001-002154)**

***Terms of Use and Access Agreement***

***Introduction***

The QE Procurement framework for Clinical Software (and Hardware) Solutions for use in Healthcare (the “**Framework**”) was awarded by QE Procurement (a trading name of QE Facilities Limited) on 4th January 2021 and will be in force for a four-year period. There are 65 suppliers appointed onto the Framework (the “**Suppliers**”) over 42 separate lines, each offering a Clinical IT Solution for use in a healthcare setting. References in these terms to QE Procurement shall be interpreted as a reference to QE Facilities Limited.

This document details the terms of use for the Framework. The Framework is accessible to all contracting authorities identifiable in the Contract Notice for the Framework (2021/S 001-002154) involved in the provision of healthcare that have a requirement for a Clinical IT Solution (the “**Contracting Authorities**”) and it is **free to use.** The Framework provides Contracting Authorities with a route to market without the need to publish their requirements via OJEU.

The Framework consists of multiple product lines for Clinical Software (and Hardware) Solutions in all areas of healthcare. The Framework includes the following commercial delivery options for purchasing Solutions:

* + 1. Software licences and/or software support and related professional services;
    2. System supply contracts (including elements of hardware, software and related services (including support and professional services including implementation);
    3. Fully managed services contracts including all hard, software and professional services required to meet the contracting Authorities requirements; and
    4. Software as a service model (SaaS) including all professional services to implement, deploy and manage.

The Framework also includes the installation, maintenance and servicing (where applicable) of goods bought through the Framework. These goods include, but shall not be limited to, goods purchased in connection with:

* Image Management Solutions;
* Electronic Patient Record Systems;
* Patient Administration Systems;
* Electronic prescribing solutions;
* Departmental Information Systems;
* Complementary Software;
* Clinical Document Management Solutions;
* Pre-Assessment Systems; and
* Social Care client management solutions.

Related accessories and services are permissible provided that they are an accessory or consumable to or can be used in conjunction with the normal day to day function and operation of the Clinical IT Solutions purchased under the Framework.

***Framework details***

The specification of requirements is set by each Contracting Authority. The solutions are supported by NHS standard contracts tailored to local requirements. As a result, Contracting Authorities will be able to purchase a customised solution with a contract to match, representing value for money.

***Reasonable assistance and Due Diligence***

Upon the written request of QE Procurement or any Contracting Authority, each Supplier is bound by the terms of the Framework to provide such Contracting Authority with all reasonable and proportionate information that it holds about the Goods and Services it supplies under this Framework including, without limitation, the compatibility and interoperability of the Goods and Services with other products, to enable the Contracting Authority to complete any necessary due diligence before purchasing such Goods and/or Services.

***Accessing the framework***

Once the scope of requirements has been identified by the Contracting Authority, QE Procurement will require a signed copy of both:

1. the Terms of Use Form; and
2. the Access Agreement Form

(see below), following which QE Procurement will send the Contracting Authority a Framework Information Pack. The Contracting Authority will then need to determine if the Framework is a suitable route to market for its requirements.

In the event that the Contracting Authority wishes to use the Framework, it will notify QE Procurement as to its chosen method of purchase – either ‘Direct Award’ or ‘Re-Opening of Competition’ under the ‘Call-Off Process’ set out in the Framework.

Contracting Authorities are solely responsible for constructing their specification for the services and goods required within the scope of the Framework Agreement and for executing a method of purchase compliant with the Public Contracts Regulations 2015.

Prior to placing an order via the Framework, the Contracting Authority must complete a ‘Confirmation of Award Form’ and return it to QE Procurement with full details of the contract award including the Purchase Order number. QE Procurement will then issue a Framework Reference Number (FRN) to the Contracting Authority. Please note that the FRN must be detailed on the official Purchase Order sent to the Supplier to ensure that the order is placed under the terms of the Framework.

***Liability***

QE Procurement has facilitated the Framework for use by Contracting Authorities. Each Contracting Authority shall have sole responsibility for understanding and fulfilling its legal obligations in respect of the use of the Framework including compliance under the Public Contracts Regulations 2015 (as may be amended from time to time).

The contract entered into under the Framework will be between the Contracting Authority and the Supplier. Except where liability may not be limited by law, QE Procurement will have no liability whatsoever to a Contracting Authority for any losses, claims, demands, actions, costs, expenses or liabilities suffered or incurred by a Contracting Authority or any third party in respect of the Contracting Authority’s use of this Framework including without limitation in respect of:

1. any breach of the Framework;
2. any failure, act or omission by QE Procurement in relation to the Framework or any call-off procedure carried out under the Framework;
3. any representation, statement or tortuous act or omission, or negligence, arising under or in connection with the Framework;
4. any loss of profits;
5. any loss of business;
6. any depletion of goodwill or similar losses;
7. any loss of anticipated savings;
8. any loss of contract; and/ or
9. any misrepresentation.

Each Contracting Authority using the Framework or purporting to use the Framework to enter into a contract with a Supplier will indemnify, keep indemnified and hold harmless QE Procurement against all losses, claims, demands, actions, costs, expenses or liabilities suffered or incurred by QE Procurement arising out of or connection with any claim made by a third party against QE Procurement arising out of or in connection with that Contracting Authority’s use of the Framework.

1. **Part 1: Terms of Use Form**

**Framework Agreement for Clinical Software (and Hardware) Solutions for use in Healthcare (2021/S 001-002154) (the** **“Framework”)**

In order to have access to the Framework Information Pack, please complete the following form and sign and return it to QE Procurement at [ghnt.clinicalit@nhs.net](mailto:ghnt.clinicalit@nhs.net).

By completing, signing and returning the Terms of Use Form, I confirm that:

1. I am duly authorised to act on behalf of the organisation stated below;
2. my organisation is entitled to use the Framework;
3. all procurement activity carried out by my organisation will be undertaken in accordance with terms of the Framework and applicable law including the Public Contracts Regulations 2015;
4. my organisation accepts and will comply with the Terms of Use of the Framework at all times;
5. I understand that QE Procurement accepts no liability whatsoever for any losses, claims, demands, actions, costs, expenses or liabilities incurred by my organisation or a third party under or in connection with this Framework;
6. in using the Framework, my organisation does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms of Use.
7. my organisation will indemnify keep indemnified and hold harmless QE Procurement against all losses, claims, demands, actions, costs, expenses or liabilities suffered or incurred by QE Procurement arising out of or connection with any claim made by a third party against QE Procurement arising out of or in connection with my organisation’s use of the Framework;

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| --- | --- |
| **TERMS OF USE SIGNED BY:** | |
| Signed for and on behalf of:  [insert name of organisation] | Print name:  Position:  Signed:  Date: |
| Signed for and on behalf of QE Procurement  Queen Elizabeth Hospital  Sheriff Hill  Gateshead  NE9 6SX | Print name: Dave Burns  Position: Framework manager  Signed:  Date: |

***Please ensure you complete part 2 of this document below:***

1. **Part 2: Access Agreement Form**

**Clinical Software (and Hardware) Solutions for use Healthcare (2021/S 001-002154 (the “Framework”)**

In order to have access to the Framework Information Pack, please complete the following form and sign and return it to QE Procurement at [ghnt.clinicalit@nhs.net](mailto:ghnt.clinicalit@nhs.net).

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| **ACCESS AGREEMENT:** | |
| Organisation: |  |
| Name: |  |
| Position held (Head of Procurement or equivalent): |  |
| Address: |  |
| Telephone: |  |
| Email: |  |
| Aim of project and intended length of contract: |  |
| Signed for an on behalf of: | Print name:  Position:  Signed:  Date: |
| Signed for and on behalf of QE Procurement  Queen Elizabeth Hospital  Sheriff Hill  Gateshead  NE9 6SX | Print name: Dave Burns  Position: Framework Manager  Signed:  Date: |