

GP Practice Data Processing and Extraction Agreement



For Customer:

Project Name:

Project Reference:

Details of Data Study

Customer Name			
Project Name			
Customer Code		Project Reference	
Organisation Requesting Data Study			
Service Type			
Service Details			
Purpose of Service			

Data Controller Consent

In order to take part in the specified project, it is necessary to obtain consent from the GP practice data controller to allow Apollo to extract data for the purposes as set in this consent form and in line with the Data Sharing Agreement in place between the GP Practice and the Apollo Customer.

GP Data Controller Signature

On behalf of the practice named above, I confirm that I am authorised to grant consent as data controller and hereby approve the [Project Name] project on behalf of the whole GP Practice.

Data Controller Job Title:		
Print name:		
	(this must be the data controller or person with delegated responsibility, no other signatories are acceptable)	
Signature:		Date:

GP Practice Data Consent Form for Apollo SQLSuite & EULA



GP Practice Details

Please complete the following information in block capitals, **all fields are mandatory**.

GP National Code:	Address of Practice:
Name of Practice:	
Clinical System and Version:	EMIS CDB No.
Practice Manager Name:	Practice Manager Email:
Lead GP Name:	Telephone no. of practice:

GP Data Controller Signature

The purpose of this form is to obtain consent from the GP practice data controller to allow your clinical system provider to make available all patient data via their GPSoC Bulk Data Interface or similar in order to populate the Apollo SQL Suite software installed at the practice/practice domain. This data will be securely stored and remain at the practice/practice domain and no patient identifiable data will be used outside the practice/practice domain unless a separate data sharing agreement has been agreed and signed by the GP practice data controller.

On behalf of the practice named above, I confirm that I am authorised to grant consent for the purpose above on behalf of the whole GP Practice, until such time that I notify Apollo in writing that such consent is withdrawn.

Data Controller Job Title:		
Print name:		
	(this must be the data controller or person with delegated responsibility, no other signatories are acceptable)	
Signature:		Date:

Apollo EULA (End User Licence Agreement)

This End User Licence Agreement (the “Agreement”) is made between: Apollo Medical Software Solutions Ltd (“us/we”) and the GP Practice Manager as the end user (“you”).

“Software” means any Apollo software or components required that downloads data, schedules extracts to run at desired frequency, extracts the data, encrypts it and sends it to required destination (and such changes/updates that we may provide to you from time to time).

By installing this software, you agree to be bound by the terms of this agreement.

1. LICENCE

1.1 Apollo hereby grants to GP a non-exclusive, non-transferable, limited right to use the Software for the term of this agreement, for the purpose of producing data extracts and for Apollo downloading data, updating schedules and updating extract queries where the same are consented to by patients, provided that GP must not:

- 1.1.1. Decompile, reverse engineer, disassemble, or otherwise reduce the software to a human readable form, except as permitted by law;
- 1.1.2. modify, adapt, enhance, prepare derivative works or otherwise alter the Software; or otherwise translate, decipher, decrypt, disassemble, reverse engineer or otherwise attempt to discover the source code or any internal data files of any portion of the Software (including third party embedded software); or copy, reproduce, sell, distribute, licence, rent or otherwise allow access to the Software or any part of it; or
- 1.1.3. Make copies of the software other than one copy in machine readable form solely for back-up purposes.

1.2 Apollo shall disable the software in the event of GP unauthorised use of the software and/or following the expiry of this agreement.

2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

2.1. Apollo owns the copyright in the software and of any authorised copies the GP makes.

2.2 The Licensee acknowledges that all Intellectual Property Rights in the Software and any modifications or upgrades thereto belong and shall belong to Apollo, and the Licensee shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement

2.3 GP owns only the medium on which the software is recorded or fixed.

2.4 Intellectual Property rights shall mean patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, rights in confidential information and any other technical property rights including technical infrastructure, methodologies, in each case whether registered or unregistered and including all applications (and rights to apply for), and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

3. DISCLAIMER OF WARRANTY AND TECHNICAL SUPPORT

3.1. Except as otherwise expressly set out in this Agreement, the Software is licensed on an “as is” basis, without any technical support or warranty of any kind from Apollo including, without limitation, a warranty of satisfactory quality, fitness for a particular purpose and non-infringement of third party intellectual property rights.

4. LIABILITY

4.1. Neither Apollo nor any of Apollo directors, officers, employees, subcontractors or agents shall be liable to GP (including without limitation, in contract, negligence and tort liability) for any loss of profit, loss of revenue, loss of opportunity or goodwill or for any consequential or indirect loss or damage in connection with this agreement. GP acknowledges that the software has been provided on the basis of this restriction of liability.

4.2 The liability of either party in connection with this agreement shall not exceed £100,000.

4.3 To the maximum extent permitted by applicable law, in no event shall Apollo be liable for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use of or inability to use the software even if Apollo has been advised of the possibility of such damages.

5. TERMINATION

5.1. This Agreement shall be deemed to have commenced on the date the software is installed (“the Effective Date”) and, unless terminated earlier in accordance with the terms of this Agreement, shall continue until either party notifies the other party of its intention to terminate, such notice shall provide the date of termination (“the Term”).

6. GENERAL

6.1. This agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreement or understandings, whether written or oral.

6.2. Any person who is not a party to this agreement shall have no right to enforce any term against us under the Contract (Rights of Third Parties) Act 1999

6.3. Assignment. The Licensee may not assign, in whole or in part, its benefits or obligations under this Agreement without the prior written consent of Apollo.

6.4. Rights cumulative. The rights and remedies provided in this Agreement are in addition to, and do not exclude, any rights and remedies provided by law.

6.5. Waivers. No right under this Agreement shall be deemed to be waived except by notice in writing signed by each Party. This clause may only be waived in writing. A waiver by a Party pursuant to this clause shall not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

6.6. Governing Law: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that

the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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