

TRAINING SERVICES PRODUCT SCHEDULE

TERMS

This Product Schedule (and the products and solutions detailed herein) is subject to the terms and conditions set out in LCC1090 Universal Master Service Agreement (**MSA**), available at <https://www.optum.co.uk/contracts-repository> (save where the relevant Supplier quote which references this Product Schedule specifies that any alternative or bespoke terms apply in respect of this Product Schedule), the MSA, this Product Schedule and the relevant Quote are collectively referred to as the “**Agreement**”.

1 SERVICE INTRODUCTION

The training services (the “**Services**”) are intended to help the Customer (and/or any Service Recipients) to better utilise their Supplier provided Clinical System (as defined below). This Product Schedule details the Services and sets out the additional terms on which the Supplier will provide the Services.

2 DEFINITIONS

In addition to the definitions used in the MSA, the following definitions apply to this Product Schedule:

Clinical System:	means the Supplier clinical system used by the Customer (and/or any Service Recipient) which is supplied by the Supplier under a separate agreement and which is the subject of the Services.
End Date:	means the earlier of either: (i) the Longstop Date; or (ii) the date on which all the Services have been delivered.
Longstop Date:	means the date 12 months after the Commencement Date (as defined in the MSA).
Service Recipients:	means, where the Customer has purchased the Services to be delivered to third parties (for example an ICB purchasing services to be delivered to GP practices), those third parties as defined in the Quote or as otherwise agreed in writing with the Supplier.
Services:	means those training services in respect of the Clinical System to be provided by the Supplier as detailed in the Quote.

3 THE SERVICES AND OPTUM'S ADDITIONAL OBLIGATIONS

3.1 General

The Supplier shall, during the Term, use its reasonable endeavours to deliver the Services in accordance with (in all material respects) the terms of the Agreement (to the extent that the Services are scheduled by the Customer in accordance with the process set out in paragraph 5).

3.2 Personnel

- The Supplier shall use its reasonable endeavours to ensure that the personnel delivering the Services have:
- The requisite training, skills and experience necessary to perform the Services.
- Access to the Supplier internal support functions as required for information and problem solving.

3.3 Delivery

Any Services which have not been delivered by the End Date shall nonetheless be deemed to have been delivered during the Term, except to the extent that any part of the Services have not been delivered because of a material breach of the Agreement by the Supplier.

4 CUSTOMER OBLIGATIONS

In addition to the obligations set out in the MSA, the following additional terms apply:

4.1 General

The Customer shall:

- comply with all obligations set out in this paragraph 4 and elsewhere in the Agreement;
- if it fails to comply with any element of the Agreement, remedy such failure as soon as reasonably practicable; and
- provide the Supplier, at the Customer's own cost, with a safe working environment in which to deliver the Services and advise the Supplier of any relevant site specific policies or processes (including any health and safety issues).

4.2 Where the Customer causes a delay to the Supplier performing the Services

If the Supplier's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer (or any Service Recipient, as appropriate) then:

- the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising (directly or indirectly) from such prevention or delay (and any timescales agreed between the parties will be revised accordingly); and
- the Customer shall agree with the Supplier a reasonable extension of time, during the Term, corresponding to the delay; unless the extension of time would require the delivery of the relevant Services after the End Date, in which case the relevant Services will be deemed to have been delivered.

5 SCHEDULING

5.1 The Customer's role

The Customer shall:

- contact the Supplier in a timely manner to schedule delivery of the Services, this is product specific, you will be advised upon quote acceptance if the Supplier will contact you directly to schedule delivery
- arrange delivery of the Services in accordance with this paragraph 5 to take place no later than the Longstop Date, by giving the Supplier reasonable notice of the preferred date(s) on which the Services are required. The Customer shall give such notice at least 12 weeks prior to the Longstop Date; and
- contact the Supplier for all enquiries relating to the scheduling, re-scheduling and/or cancellation of the Services in the following way:
 - by email to such email address as may be notified to the Customer by the Supplier from time to time;
 - quoting the invoice number; and
 - providing sufficient details of the Customer (and/or Service Recipient) location and the request.

5.2 The Supplier's role

The Supplier will:

- action/respond to each request for scheduling part of the Services seeking to agree with the Customer the dates, location and topics of training applicable to the delivery of such Services; and
- use its reasonable endeavours to accommodate any dates requested by the Customer, provided always that if the Customer:
 - wishes to re-schedule or cancel any scheduled session during which the Services are to be delivered, it shall contact the Supplier with a request to do so at the earliest opportunity (as outlined in paragraph 5.1);
 - makes a request to re-schedule or cancel fewer than 10 Working Days before the relevant session, then the Supplier will be deemed to have delivered the relevant Services in full; and/or
 - cancels or re-schedules any scheduled session less than 12 weeks before the Longstop Date, then the Supplier shall have no obligation to re-schedule the relevant part of the Services but may (in its sole discretion) agree to do so if it has availability.

5.3 Where services have not been scheduled prior to the Longstop Date

Any Services which are not scheduled by the Customer to be delivered prior to the Longstop Date shall be deemed to have been fully delivered by the Supplier and no adjustment to the Charges shall be made in relation to such Services.

6 CHARGES

The Charges for the Services (as detailed in the Quote or otherwise at the Supplier' standard rates) are payable by the Customer in advance of delivery and shall be payable, on receipt of the relevant invoice, to a bank account nominated in writing by the Supplier from time to time.

ANNEX 1 – Processing, Personal Data and Data Subject

Processing by the Supplier:

Purpose of Processing:	for the purposes of delivering the Services and meeting other obligations specified in the Agreement.
Duration of the Processing:	for the Term (together with the delivery of any post-termination obligations including any back-up copies of data created through the delivery of the Services).
Nature:	such processing as is necessary to enable the Supplier to provide the Services provided for under the Agreement (which may include, from time to time, collecting, recording, organising, structuring, storing, adapting and altering, retrieving, consulting, using, disclosing by transmission, dissemination or otherwise making available, combining, restricting access to, erasing or destroying of data).
Types of Personal Data:	data which may be processed under the Agreement includes: names, date of birth, addresses, telephone numbers, email addresses and other contact details.
Categories of Data Subject:	data subject may include: Members of the Customer's (and/or where applicable any Service Recipient's) staff (including those of its associated entities or third party suppliers) and patients (and members of the patients' family).