

EMIS WEB ACCREDITED LEARNING PARTNERSHIP PROGRAMME 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), and it forms part of the relevant Agreement.

SERVICE INTRODUCTION

The Accredited Learning Partnership (**ALP**) is a training package intended to enable Customer Trainer Delegates to gain an equivalent level of understanding and knowledge of the EMIS Web System to that of our EMIS Web Trainers (as defined below).

1. DEFINITIONS

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

ALP Accreditation Status:	means the status given to Customer Trainer Delegate(s) on the date the relevant Customer Trainer Delegate(s) has: (i) successfully completed the ALP Training Service(s) and passed the Final Assessment (as defined); and/or (ii) successfully completed the ALP Re-Accreditation Service(s).
ALP Re-Accreditation Service(s):	means the training services to be delivered by the Supplier to the Customer for the Customer's re-accreditation of the ALP Training Services as further described in paragraph 2.5.
ALP Training Service(s):	means the training services to be delivered by the Supplier to the Customer as further described in paragraph 2.3.
Customer Trainer Delegate(s):	means the relevant Customer staff members who You have identified as having the requisite knowledge to enrol on the ALP in accordance with paragraph 5.1.2.
EMIS Web Trainer:	means a clinical software trainer or transformation specialist, as the Supplier employees, who are system experts that deliver customer training and optimisation of the Supplier products and services.
EMIS Web System:	means the Supplier clinical system used by the Customer which is supplied by the Supplier under a separate agreement.
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).
Optum Learn:	means the Supplier digital learning platform access to which is subject to (i) Your acceptance of the terms and conditions for Your use of EMIS Web (<i>Terms of Use (LCC413)</i>); and (ii) any end user's (including any

Customer Trainer Delegate(s)) acceptance of the Optum Learn End User Terms of Use.

Supplier Help Centre: means the customer support portal where end users of Supplier products and services can find self-help guidance, interact with our user communities and log cases with our support desk

Services: means the ALP Training Services, or ALP Re-Accreditation Services (as applicable) in respect of the EMIS Web System to be provided by the Supplier as detailed in the relevant Quote.

2. THE SERVICES AND SUPPLIER' ADDITIONAL OBLIGATIONS

- 2.1. 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 6).
- 2.2. The Supplier shall use its reasonable endeavours to ensure that the personnel delivering the Services have:
 - 2.2.1. the requisite training, skills and experience necessary to perform the Services; and
 - 2.2.2. access to the Supplier internal support functions as required for information.
- 2.3. Depending on the modules selected by the Customer, the ALP Training Service(s) will consist of a minimum of 12 days of training, delivered by the Supplier via a blended learning method consisting of online trainer-led sessions, self-directed online learning, scenario-based assessments and evaluations. A final scenario-based assessment (**Final Assessment**) must be undertaken, with a pass mark of at least 80%, by all Customer Trainer Delegates in order to gain ALP Accreditation Status.
- 2.4. If a Customer Trainer Delegate fails the Final Assessment, they will be entitled to a second attempt, which if failed again, means they will not be entitled to ALP Accreditation Status and will need to repeat the ALP Training Services at further cost as detailed in a new Quote.
- 2.5. The ALP Re-Accreditation Service(s) will consist of 2 executive days of training, delivered by the Supplier via a blended learning method consisting of online trainer-led sessions, self-directed online learning, scenario-based assessments and evaluations.
- 2.6. The Supplier shall use its reasonable endeavours to contact the relevant Customer and/or Customer Trainer Delegate at least 90 days prior to the expiration of the relevant ALP Accreditation Status in relation to the same.

3. ALP ACCREDITATION STATUS

- 3.1. ALP Accreditation Status will last for 2 years from the date the Customer Trainer Delegate passes the Final Assessment and gains ALP Accreditation Status, or successfully completes the ALP Re-Accreditation Service (so as to maintain ALP Accreditation Status).
- 3.2. ALP Accreditation Status will entitle Customer Trainer Delegates to:
 - 3.2.1. display the ALP Accreditation logo on any Customer internal and external communication and documentation;
 - 3.2.2. utilise the post-nominal letters "ALPCert" on any Customer internal and external communications and documentation; and
 - 3.2.3. have access to the full Accredited Learning Partnership learning content on Optum

Learn.

- 3.3. ALP Accreditation Status is non-transferable between Customer Trainer Delegates, Customer or any third party.

4. DELIVERY

- 4.1. 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.

5. CUSTOMER OBLIGATIONS

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

- 5.1. The Customer shall:
- 5.1.1. comply with all obligations set out in this paragraph 5 and elsewhere in the Agreement;
 - 5.1.2. ensure that all Customer Trainer Delegates enrolled onto the ALP have appropriate prior knowledge of EMIS Web and processes;
 - 5.1.3. ensure that it and all Customer Trainer Delegates (as applicable) maintain up to date knowledge of EMIS Web by accessing the Supplier Help Centre and Optum Learn on a regular basis;
 - 5.1.4. if it fails to comply with any element of the Agreement, remedy such failure as soon as reasonably practicable; and
 - 5.1.5. ensure that the Customer Trainer Delegate has (at Customer's own cost) at the Customer's premises:
 - a good stable internet connection so as to enable virtual training;
 - access to Microsoft Teams;
 - access to a demo version of EMIS Web; and
 - an appropriate environment at the Customer's premises in which Customer Trainer Delegates can access the Training.
- 5.2. If the Supplier' performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer (or any Customer Trainer Delegate, as appropriate) then:
- 5.2.1. 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
 - 5.2.2. 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.

6. SCHEDULING – CUSTOMER'S ROLE

- 6.1. The Customer shall:
- 6.1.1. contact the Supplier in a timely manner to schedule delivery of the Services;

- 6.1.2. ensure any ALP Re-Accreditation Service is booked by no later than 1 month after the relevant Customer Trainer Delegate's ALP Accreditation Status has expired;
- 6.1.3. arrange delivery of the Services in accordance with this paragraph 6 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
- 6.1.4. 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 Customer Trainer Delegate(s)) location and the request,

and in the event of any re-scheduling and/or cancellation of the Services, any transfer of training dates or any cost adjustment (if applicable) will be at the Supplier' sole discretion.

7. SCHEDULING – SUPPLIER' ROLE

- 7.1. The Supplier will:
 - 7.1.1. respond to each request for scheduling part of the Services seeking to agree with the Customer the dates applicable to the delivery of such Services; and
 - 7.1.2. 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 6.1);
 - 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 sessions 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.
- 7.2. 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.
- 7.3. 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.