

Product Agreement

Organisations participating in the Shared Care Record are referred to as 'consumers' and receive products and services from the Interweave team, referred to as the 'provider'. Participation assumes acceptance of the following terms.

1.1 Term of Agreement

Provision of products and services will continue indefinitely unless terminated by agreement of both Parties.

1.2 Deliverables

The Provider will supply, support and maintain the Interweave products deemed appropriate for the level of involvement in the Shared Care Record, these could include:

1.2.1 [Interweave Exchange](#)

1.2.2 [Interweave Connect](#)

1.2.3 [Interweave Portal](#)

1.2.4 [Interweave Booking](#)

1.2.5 [Interweave Analytics](#)

1.3 Service Levels

1.3.1 First line support will be provided by the Consumer.

1.3.2 Second and third-line support will be provided by partner organisations under contract to the Provider.

1.4 Consumer Responsibilities

The Consumer should;

1.4.1 Ensure staff are adequately trained and operationally supported to operate the service.

1.4.2 Report any issues in a timely manner and collaborate towards their resolution.

2 GOVERNANCE

2.1 Data protection / GDPR / Information Governance

2.1.1 The Provider will provide standard Information Sharing and Data Protection Agreements.

2.1.2 The Consumer will comply with the requirements stipulated by the Provider in relation to its Information Governance framework as published: [Information Governance | Yorkshire & Humber Care Record \(yhcr.org\)](#).

2.1.3 The Consumer will be responsible for providing access to the Portal in terms of user account creation and management, ensuring users have the appropriate level of access as befits their role.

2.2 Clinical Safety

2.2.1 The Provider is compliant with DCB0129 and has an appointed Clinical Safety Officer who maintains the Clinical Assurance Process, Hazard Log and Clinical Safety Closure Report. Full details as published: [Clinical Safety | Yorkshire & Humber Care Record \(yhcr.org\)](#).

2.2.2 The Consumer is responsible for ensuring that the necessary Clinical Safety Assurance has been undertaken and is in place before access is provided to its end users. This could include documents in compliance with DCB0160 and a local Hazard Log.

2.3 Cyber Security

2.3.1 The Provider will maintain an appropriate level of cyber security to protect the data within the Interweave Portal and will periodically test against a range of security and data governance standards, as published: [Cyber Security | Yorkshire & Humber Care Record \(yhcr.org\)](#).

2.3.2 The Consumer is responsible for the security of end point hardware used to connect to the Interweave Portal.

3 LIABILITY

3.1 The Provider's Liability

3.1.1 The Provider will not under any circumstances be liable to the Consumer for any loss of profits, sales or business, agreements or contracts, anticipated savings, use or corruption of software, or data or information, any indirect or consequential loss, or any loss of or damage to goodwill.

3.2 The Consumer's Liability

3.2.1 The Consumer shall have no liability to the Provider save for in relation to those matters for which liability cannot be limited by law.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 All developments shall remain the exclusive property of the Provider.