

# THE MEDICAL INFORMATICS PLATFORM

## MIP INSTALLATION AND LICENSE AGREEMENT



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# The Medical Informatics Platform Installation and License Agreement

## BETWEEN

Centre hospitalier universitaire vaudois (hereinafter : “CHUV”).

## AND

CENTRE: NAME – ADRESS (hereinafter: the “CENTRE”).

## PREAMBLE

**WHEREAS** the Medical Informatics Platform (MIP) is an innovative IT solution using open source software that provides an interface for various investigators (clinicians, neuroscientists, epidemiologists, researchers, health managers) enabling them to access and analyze medical data currently locked in hospitals or medical research CENTRES.

**WHEREAS** the MIP was developed as part of the sub-project 8 of the Human Brain Project, a EU funded H2020 FET Flagship Project, to unlock access to CENTRE data while preserving data privacy.

**WHEREAS** the HBP Flagship Project was launched by the European Commission's Future and Emerging Technologies (FET) scheme in October 2013 and is scheduled to run for ten years.

**WHEREAS** the MIP consists in two components:

- one “MIP LOCAL” which is being installed in the CENTRES and contains pseudonymised data that can only be accessed and analyzed by the accredited staff from within the CENTRE, and
- one “MIP federated node” which installed on a second server in the CENTRE, contains anonymized data and can be connected to other MIP-Federated Nodes in other hospitals/CENTRES. Upon signed agreement between data providers from the MIP network, accredited investigators can query multiple MIP federated nodes and obtain aggregate results. Queries of the MIP-Federated Nodes do not allow to copy or upload any data, nor to see individual patient's data.

**WHEREAS** the clinical impact of the MIP specifically addresses EU health priorities to reduce the burden of brain diseases by leveraging personalized medicine and treatment;

**WHEREAS** the Centre Hospitalier Universitaire Vaudois (CHUV) is attached to the Department of health and social action of the State of Vaud;

**WHEREAS**, subject to the approval of the State government, the General Manager of CHUV is entitled to decide about collaborations with other health institutions and to sign collaboration agreements legally binding for CHUV;



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**WHEREAS** CHUV is the legal entity responsible for the development of the Medical Informatics Platform and the management of the infrastructure within the framework of sub-project 8 of the Human Brain Project.

**NOW, THEREFORE**, the Parties agree as follows:

## **SUBJECT-MATTER**

This AGREEMENT binds the Parties in the context of the INSTALLATION and USE of the Medical Informatics Platform for research only.

It is covering the DISTRIBUTION, INSTALLATION and USE of the Medical Informatics Platform in the CENTRE.

This AGREEMENT does not cover any aspect of data sharing. These aspects will be covered in a different contract “Data Sharing Agreement”.

## **DEFINITION OF TERMS**

**AGREEMENT** means this Installation and License Agreement;

**CENTRE** means any hospital, clinic, research institute or university entering into this AGREEMENT where the Medical Informatics Platform is installed pursuant to the terms of this AGREEMENT;

**EXTERNAL USER** means an end user accredited by the MIP data management for the MIP FEDERATE NETWORK.

**GDPR** means the General Data Protection Regulation 2016/679;

**INSTALLATION** means the process of downloading and installing the SOFTWARE on the CENTRE IT infrastructure and servers;

**LICENSE** means the GNU General Public License v. 3 (<https://www.gnu.org/licenses/gpl-3.0.en.html>) reproduced in Annex III;

**MEDICAL INFORMATICS PLATFORM (MIP)** means an IT platform comprising a suite of open source software, including a front-end interface for EXTERNAL USERS designed to allow privacy preserving data sharing within and across hospitals/CENTREs in Europe, based on the use of software installed locally in the CENTRE;

**MIP** means the Medical Informatics Platform made available by CHUV under the terms of this Agreement and installed in the CENTRE.

**MIP LOCAL** means the primary component of the MIP software installed in the CENTRE, which contains pseudonymized data from the CENTRE and can only be accessed by users from the CENTRE.

**MIP FEDERATED NODE** means the optional component of the MIP software installed in the CENTRE, which contains anonymized data from the CENTRE and can be connected to the MIP FEDERATE NETWORK upon authorization by the CENTER and under its control.



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**MIP FEDERATE NETWORK** means the network of all authorized, active and connected MIP federated nodes;

**MIP IT TEAM** means the team from CHUV or its partners listed in ANNEX I supporting the installation and maintenance of MIP in the CENTRE;

**PACKAGE** means the suite of SOFTWARE and the instructions to install the SOFTWARE on the CENTRE IT infrastructure;

**SERVICE** or **SERVICES** refers to the services provided to CENTRE by CHUV pursuant to the SLA;

**SERVICE LEVEL AGREEMENT (SLA)** means the agreement attached in ANNEX IV defining the SERVICES to be provided by CHUV to the HOSPITAL;

**SOFTWARE** means the suite of open source software listed in ANNEX II contained into the MIP, including all UPDATES and UPGRADES of such open source software

**SYSTEM** means the information system made available through the MIP.

## ARTICLES

### 1 SCOPE

Pursuant to the terms of this AGREEMENT, CHUV and, on its behalf, the MIP IT TEAM will provide CENTRE with:

- 1.1. The PACKAGE;
- 1.2. The LICENSE;
- 1.3. The SERVICES.

### 2 LICENSE

CHUV distributes, makes available to the CENTRE and installs the SOFTWARE on the CENTRE's dedicated server, pursuant to the terms of the LICENSE.

CENTRE is entitled to copy, reproduce, distribute, modify, translate, create derivative works out of, the SOFTWARE (or the resulting derivative work) in any medium, with or without modifications, in source form, provided it strictly complies with the terms of the LICENSE, meaning that the CENTRE shall ensure that:

- a) The SOFTWARE carries prominent notices stating that CENTRE modified it, and giving a relevant date;
- b) The SOFTWARE must carry prominent notices stating that it is released under the LICENSE and any conditions added under section 7 of the LICENSE.
- c) CENTRE must license the entire SOFTWARE (including all derivative works), as a whole, under the LICENSE to anyone who comes into possession of a copy of the SOFTWARE.



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d) If the SOFTWARE has interactive user interfaces, each must display appropriate legal notices.

All appropriate copyright and other proprietary notices and legends shall be retained on the SOFTWARE, and CENTRE shall maintain and reproduce such notices on all authorized copies of the SOFTWARE and related documentation including in any scientific publications.

### **3 SERVICES**

CHUV provides to CENTRE the SERVICES listed in the SERVICE LEVEL AGREEMENT.

Such SERVICES may be, at all times, delegated by CHUV to a third party, subject to prior approval of the CENTRE.

### **4 CENTRE OBLIGATIONS**

CENTRE is responsible for providing the required IT infrastructure dedicated for MIP to be installed and commit IT resources for the INSTALLATION, in compliance with the applicable data protection regulations.

CENTRE shall accept the INSTALLATION of the SOFTWARE locally on its IT infrastructure dedicated to MIP.

CENTRE is responsible for ensuring that MIP is used for research purpose only. MIP has not been designed as a clinical diagnostic software. CENTRE is also responsible for ensuring that any data stored into the MIP has been pseudonymised according to standards and that any data stored in the MIP FEDERATED NODE has been anonymized.

CENTRE is responsible for complying with the terms of the LICENSE.

### **5 TERM AND TERMINATION**

This AGREEMENT is valid for an indefinite period of time (the “Term”).

Either Party may terminate this AGREEMENT by serving a thirty (30) days written notice by certified mail to the other Party.

This AGREEMENT shall be automatically terminated in the event of termination of the HBP Flagship Project.

In the event of termination of this AGREEMENT, CHUV will stop providing the SERVICES.

### **6 REPRESENTATIONS AND WARRANTIES**

Each of the Parties represent and warrant that they have the unrestricted right and authority:

- a) to enter validly into this AGREEMENT;



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b) to validly represent the party to this AGREEMENT;

c) to perform all undertakings under or in connection with this AGREEMENT;

and represent and warrant that this AGREEMENT constitutes a valid, legal and binding obligation of the Parties, enforceable against the parties in accordance with its terms.

## **7 NO WARRANTIES**

The SOFTWARE is provided to the CENTRE “AS IS” without any warranty of any kind.

The Parties make no warranties, either explicit or implied, with respect to the MIP, the SOFTWARE, and/or the SERVICES and/or as to any matter including but not limited to, warranties of ownership, novelty, patentability, originality, accuracy, non-infringement, merchantability, quality or fitness of the MIP and/or the SOFTWARE, the SERVICES for a particular purpose.

The SERVICES are provided by CHUV to the CENTRE without any warranty and without any obligation of result.

## **8 LIABILITY**

Each Party shall only be liable towards the other in the event of fraud or gross negligence resulting in direct damages for the other party. Any other liability incurred by a party as a result of a breach of the obligations contained in this AGREEMENT and/or as a result of the MIP, the SOFTWARE and/or the SERVICES is excluded.

## **9 APPLICABLE LAW AND PLACE OF JURISDICTION**

This AGREEMENT shall be governed by the laws of Switzerland.

All disputes concerning intellectual property arising under this AGREEMENT shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Lausanne unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon. If, and to the extent that, any such dispute has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Lausanne shall have exclusive jurisdiction.

For all other disputes arising under this AGREEMENT, which cannot be solved amicably, the courts of Lausanne shall have exclusive jurisdiction.

## **10 AMENDMENT**

This AGREEMENT may not be modified except by a written instrument signed by authorized representatives of the Parties.



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## **11 ASSIGNMENT**

CHUV shall be entitled to assign this AGREEMENT or delegate its obligations under this AGREEMENT either in whole or in part without the prior written consent of CENTRE.

CENTRE shall not assign this AGREEMENT or its obligations under this AGREEMENT without prior written approval given by CHUV.

## **12 MISCELLANEOUS**

This AGREEMENT supersedes any and all prior agreements or understandings relating to the subject matter hereof. This AGREEMENT may not be modified except by a written instrument signed by authorized representatives of the Parties.

Neither Party shall be entitled to commit the other Party to any obligation in connection with this AGREEMENT, without the prior written consent of the other Party.

This AGREEMENT may be signed in counterparts, and by either party on separate counterpart, each which shall be deemed original, but all of which together constitute one and the same instrument.

Nothing whatever in this AGREEMENT shall be construed as conferring rights to use in advertising, publicity, or otherwise the name and logo of either party or any of its respective marks or name of employees.

The terms of this AGREEMENT are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.



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**IN WITNESS WHEREOF**, the Parties hereto have executed this AGREEMENT as one of the date first written above.

Signed for and on behalf of:

CHUV

by \_\_\_\_\_

Title: General Manager

Date:

Signed for and on behalf of

**CENTRE**

by: \_\_\_\_\_

Title:

Date:

**Annex I:** GNU General Public License v. 3 (<https://www.gnu.org/licenses/gpl-3.0.en.html>)

**Annex II:** Service Level Agreement





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## **ANNEX I – GNU General Public License**

### **GNU GENERAL PUBLIC LICENSE**

Version 3, 29 June 2007

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Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

## **TERMS AND CONDITIONS**

### **0. Definitions.**

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.



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To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

## **1. Source Code.**

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the



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work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

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Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

## **3. Protecting Users' Legal Rights From Anti-Circumvention Law.**

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

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b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to “keep intact all notices”.

c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an “aggregate” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

### **6. Conveying Non-Source Forms.**

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.



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b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information



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If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

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## ANNEX II - Service Level Agreement (SLA)

### 1 Definitions

**CLAIM** means a claim submitted by CENTRE to CHUV with respect to the SOFTWARE pursuant to this SLA;

**EXTERNAL CONNECTIVITY** is bi-directional network traffic that can be sent and received from a public IP address ensuring a remote access;

**INCIDENT** is an unplanned interruption to or reduction in the quality of the IT service provided by the MIP, including the failure of a configuration item that has not yet affected service (ITIL 2011);

**MIP LOCAL** means the primary component of the MIP software installed in the CENTRE, which contains pseudonymized data from the CENTRE and can only be accessed by users from the CENTRE.

**RELEASE** means a collection of hardware, software, documentation, processes or other components required to implement one or more approved changes, update or upgrade to the SOFTWARE. The contents of each RELEASE are managed and tested as a unit, and deployed as a single entity.

**SUPPORT** means the services by which CHUV may provide assistance to CENTRE to resolve issues with the MIP.

Definitions of the MIP Installation and License Agreement are hereby incorporated by reference.

### 2 SERVICES

The SERVICES will be provided to CENTRE for the duration of the Term of the MIP Installation and License Agreement. The SLA can be updated independently from the renewal or update of the MIP Installation and License Agreement.

The SERVICES include:

- **SUPPORT:**
  - Level 1;
  - Level 2;
  - Level 3.
- **End-user Assistance:**
  - User access management;
  - User and technical documentation.
- **INCIDENT Management:**



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- INCIDENT report;
- Root-cause analysis;
- INCIDENT resolution.
  
- Availability Management:
  - Design service for availability;
  - Availability testing;
  - Availability monitoring and reporting.
  
- SOFTWARE Maintenance:
  - SOFTWARE maintenance;
  - RELEASE planning;
  - Emergency SOFTWARE release planning;
  - RELEASE management.

### 3 Support

There are three levels of support.

<b>Level 1</b>	<p>The first level support attempts to collect as much information and diagnostics about the INCIDENT as possible and best effort to resolve the issue on the spot.</p> <p>Every INCIDENT or user demand has to be reported to the first level support, which is responsible for managing the CLAIM. If the first level support is not able to resolve the INCIDENT right away, it will escalate the INCIDENT to second level support.</p>
<b>Level 2</b>	<p>The second level is devoted to INCIDENT and problem resolutions.</p> <p>If the second level support is not able to resolve the INCIDENT, it will escalate the INCIDENT to third level support.</p>
<b>Level 3</b>	<p>The third level is constituted by all third parties involved is the development of the SOFTWARE. If CHUV HBP MIP Team cannot fix the underlying cause of the INCIDENT, it escalates to the relevant open source software communities.</p>

#### 3.1 First-level Support

The first level support is provided by the HBP HLST team.

Contact address is [support@humanbrainproject.eu](mailto:support@humanbrainproject.eu).

Opening hours are from 9:00 to 17:00 Central European Time except bank holidays (federal and cantonal (Vaud)).

#### 3.2 Second-level Support

The second level support is provided by the CHUV HBP MIP team.



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In cases when the first level support team cannot resolve an INCIDENT, it provides a request for support to the second level support team.

The second level support provides SERVICE in its domain of competencies. The SERVICE is provided on a best-effort basis during the opening hours from 9:00 to 17:00 Central European Time except bank holidays (federal and cantonal (Vaud)).

### **3.3 Third Level Support**

The third level support is provided by the CHUV HBP MIP team.

In cases when the second level support team cannot resolve an INCIDENT, it provides a request for support to the third level support team.

The third-level support team consists of the experienced members of the CHUV MIP team involved in the development of the MIP platform. They have all the necessary competencies to resolve the most complex INCIDENTS.

If appropriate, in cases when the source of the incident is a third-party component, third-level support team may propose integration of an alternative solution to the development team. In these cases, the development team decides on whether and when the change will be released, subject to internal HBP MIP development project coordination and prioritization.

The SERVICE is provided on a best-effort basis during the opening hours from 9:00 to 17:00 Central European Time except bank holidays (federal and cantonal (Vaud)).

## **4 End-user Assistance**

Users of the MIP can contact the first level support for assistance.

Assistance includes support in using the MIP, simple modifications of parameters, corrections to the DATA or any other request related to the MIP usage that the user or super-user cannot respond by his own means. The CLAIM should be accompanied by the expected solution deadline.

## **5 INCIDENT Management**

CENTRE raises an INCIDENT by contacting the MIP first level support using the e-mail address provided in section 2 of this SLA. The first level support registers the INCIDENT and provides its reference (ticket number) to the CENTRE.

The first-level support provider analyses root-cause of the INCIDENT and resolves it in the scope of its responsibilities and its domain of competence. In cases when it cannot resolve the INCIDENT, the first level support provider escalates the INCIDENT to the second-level support (CHUV HBP MIP team) and informs the end-user about the escalation.

The second level support provider analyses root-cause of the INCIDENTSs escalated by the first-level support and resolves it in the scope of its responsibilities and its domain of competence. In cases





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when it cannot resolve the INCIDENT, the second-level support provider escalates the INCIDENT to the third-level support.

The third-level support provider analyses root-cause of the INCIDENT and resolves it in the scope of its responsibilities. The third-level support provider is an engineer experienced with the development of the HBP MIP who has all necessary competencies to resolve the most complex INCIDENTS. The third-level support provider is responsible for coordinating the plans for emergency software releases with the HBP MIP software development team.

## 6 Availability Management

THE CHUV HBP MIP team is responsible for designing the procedures and technical features to maximise the MIP availability levels.

The CHUV HBP MIP TEAM shall continuously monitor MIP availability, identify the areas where it must be improved, and implement measures for the availability maximization. The identification of areas for improvement and implementation of measures for improvement are done on a best-effort basis.

## 7 SOFTWARE MAINTENANCE

### 7.1 Maintenance Window

The maintenance windows planned for releasing MIP UPDATES or UPGRADES will be communicated at least 3 months in advance (usually year after year). There can be at most four upgrades per year.

### 7.2 Emergency RELEASES

Between the planned HBP MIP software maintenance windows, important and/or urgent corrections shall be released in the scope of emergency software RELEASES, subject to internal HBP MIP development project coordination and prioritization.

### 7.3 EXTERNAL CONNECTIVITY

To guarantee maximum level of platform availability, CENTRE shall permanently provide to at least two CHUV HBP MIP engineers a secure EXTERNAL CONNECTIVITY to super-user credentials for the MIP execution environment.

If CENTRE cannot provide permanent EXTERNAL CONNECTIVITY and credentials to CHUV HBP MIP engineers, it is recommended to at least grant a temporary EXTERNAL CONNECTIVITY and credentials to the MIP execution environment during the maintenance release windows, or intermittently on-demand, within a reasonable timeframe, for un-planned emergency operations.

In cases where CENTRE's data centre security policy strictly forbids any remote access and/or super-user credentials to third-party personnel, CENTRE and CHUV HBP MIP team will define a specific operation procedure.



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#### **7.4 RELEASE management**

During the Term, RELEASES will be deployed in the CENTRE's private execution environment (MIP LOCAL) either by the CHUV HBP MIP team or by the CENTRE's IT responsible.

CENTRE shall install the RELEASES or allow MIP IT TEAM to proceed to the installation of the RELEASES.

The same terms of the LICENSE contained in the MIP Installation and License Agreement will apply to the RELEASES.

## **8 EXCLUSIONS**

This SLA does not apply to any INCIDENTS:

- occurring during maintenance of the SOFTWARE;
- due to factors outside CHUV's reasonable control (for example, a network or device failure at the CENTRE);
- failure of CENTRE to provide EXTERNAL CONNECTIVITY to MIP IT TEAM to MIP LOCAL or to CENTRE server;
- resulting from CENTRE's or third-party hardware or software, including VPN devices that have not been tested and found to be compatible by MIP IT TEAM;
- resulting from actions or inactions of CENTRE or third parties;
- caused by CENTRE's use of the SOFTWARE after MIP IT TEAM advised CENTRE to modify its use of the SOFTWARE, if CENTRE did not modify its use as advised;
- due to any act or omission of CENTRE or CENTRE's employees, agents, contractors, or vendors, or anyone gaining access to the SOFTWARE by means of CENTRE's passwords or equipment.