



Schedule document

N4HSCN Connectivity

Public
Node4 Limited
07/04/2021

Schedule document

N4HSCN Connectivity

This schedule contains additional terms and conditions, service description & Service Levels applicable to the N4HSCN Connectivity and should be viewed with associated Order Form, Node4's Terms and Conditions and the Acceptable Use Policy.

1. Overview

N4HSCN Connectivity provides the Customer with approved connectivity to government's network for health and social care.

2. Definitions

"Agreement" means this N4HSCN Connectivity Schedule document together with the Node4 Terms and Conditions of which the most recent version of these conditions will be found at www.node4.co.uk

"CN-SP Deed" means the deed required by the HSCN Authority to be signed by any CN-SP in order for it or its subcontractor to deliver HSCN Connectivity Services;

"Connection Agreement" means the agreement setting out the obligations and requirements for organisations wanting to connect to the HSCN, together with all documents annexed to it and referenced within it;

"Consumer Network Service Providers or CN-SP" means an organisation that is supplying or is approved to supply HSCN Connectivity Services having achieved the appropriate HSCN Compliance;

"Good industry Practice" means the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

"Health and Social Care Network or HSCN" means the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;

"HSCN ANM" means The HSCN Advanced Network Monitoring (ANM) service inspects all internet traffic

from HSCN connectivity suppliers and instantly blocks any known malicious content

"HSCN Authority" means NHS Digital (the Health and Social Care Information Centre);

"HSCN Compliance or HSCN Compliant" means a status as detailed in the document "HSCN Compliance Operating Model", as set out at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>, and as updated by the HSCN Authority from time to time;

"HSCN Connectivity Services" means any service which is offered by a CN-SP to provide access to and routing over the HSCN;

"HSCN Consumer" means a recipient of HSCN Connectivity Services;

"HSCN Consumer Contract" means any agreement pursuant to which a CN-SP (or Sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to a HSCN Consumer;

"HSCN Obligation Framework" means the obligations as available at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers> which may be updated from time-to-time by the HSCN Authority;

"HSCN Solution Overview" means the document containing the architecture and technical solution for HSCN (the latest version can be accessed at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>);

"Installation Fee" means charges payable by the Customer for the installation of the service as provided in the Order Form;

"Material Sub-contractor" means a sub-contractor (including any affiliate or group company) of a CN-SP in relation to HSCN Connectivity Services which, in the reasonable opinion of the HSCN Authority, performs (or would perform if appointed) a substantive role in the provision of all or any part of the HSCN Connectivity Services;

"Monthly Review Period" means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first Monthly Review Period will commence on Ready For Service Notification;

"NHS Digital CareCERT" means the NHS Digital Care Computing Emergency Response Team, that provide cyber security intelligence and advice to the

Health and Care System using links across the public sector and with partners in industry.

“Non-Service Affecting Incident” means a Incident or condition which is not a Service Affecting Incident.

“Planned Outage” means proactive work required to maintain the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with you in advance of the required work. Any planned downtime shall not be included in Incident or service reliability measurements;

“Professional Service Fees” means the professional service charges detailed on the Order Form or otherwise agreed in writing between the Parties in accordance with Clause 4 below;

“Service Affecting Incident” means any failure of Node4 service, which, in our reasonable opinion causes a loss of a customer’s service. In all such cases the service shall be deemed unavailable and the length of downtime recorded by Node4 from when the Incident is registered by Node4 and a Service Ticket allocated.

“Service Availability” means the time for which a Node4 service is usable, expressed as a percentage of the total time in a given Monthly Review Period. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside our reasonable control, a Customer Responsible Incident, a Third Party Attributable Incident or is due to a Planned Outage.

“Standard MAC” means a change to one device which can be completed within 30 minutes by a support engineer between 7am and 7pm Monday to Friday.

“Time to Resolve Incident” means the length of time from the issue of the Service Ticket to repair and resolution or the service circuit and/or associated equipment.

3. Specific terms

The following terms and conditions shall apply when N4HSCN Connectivity is provided to the Customer.

3.1 HSCN specific

Node4 shall ensure that any HSCN Connectivity Services that it supplies pursuant to this Agreement shall have been awarded HSCN Compliance and shall retain at all times HSCN Compliance.

Node4 shall ensure that any HSCN Connectivity Services that it supplies pursuant to this N4HSCN Service Schedule are delivered in accordance with the HSCN Obligations Framework.

Customer shall ensure that any HSCN service consumer environment used to consume HSCN Connectivity Services supplied pursuant to this N4HSCN Service Schedule shall be provided and maintained in accordance with the Connection Agreement;

Each of the parties warrants and undertakes that they shall throughout the term, immediately disconnect their HSCN Connectivity Services, or consumer environment (as the case may be) from all other HSCN Connectivity Services and consumer environments where specifically requested in writing by the NHS Digital CareCERT (or the HSCN Authority acting on behalf of NHS Digital CareCERT) where there is an event affecting national security, or the security of the HSCN.

The parties acknowledge and agree that the HSCN Authority shall not be liable to them or any other party for any claims, proceedings, actions, damages, Costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 4 above.

Each of the parties acknowledges and agrees that points 4 and 5 of this section 3.1 are for the benefit of and may be enforced by the HSCN Authority, notwithstanding the fact that the HSCN Authority is not a party to this agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt such appointment shall not increase any liability of the Supplier beyond the scope of their existing liabilities under this N4HSCN Service Schedule, the CN-SP Deed or the HSCN Obligations Framework.

Node4 shall procure that any Material Sub-contractor shall comply with the terms of this N4HSCN Service Schedule in relation to their provision of HSCN Connectivity Services.

Where any level of standard, practice or requirement associated with any Node4 obligation referenced in these terms and conditions, the HSCN Obligations Framework, the HSCN CN-SP Service Management Requirement Addendum or the HSCN Consumer Contract conflicts with another level of standard, practice or requirement associated with any Node4 obligation or with Good Industry Practice, then the higher standard or requirement or best practice shall be adopted by Node4. In the event that Node4 cannot determine which represents the higher

standard or requirement or best practice, Node4 shall seek guidance from the HSCN Authority which shall reasonably determine which is the level of standard, practice or requirement that is the most favourable from a HSCN Consumer perspective, and thus with which standard or best practice to comply.

If Node4 fails to provide any part of the HSCN Connectivity Services as required under this HSCN Consumer Contract, it shall, in accordance with the guidance documentation published at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>, be directly liable to the HSCN Consumer in respect of such HSCN Connectivity Services.

Customer shall share all records and information with the HSCN Authority as are reasonably requested by the HSCN Authority in connection with the monitoring and operation of the HSCN network described in the HSCN Solution Overview Document.

3.2 Multiple connections

Where the Agreement comprises of a number of individual connectivity services, each will hold the Initial or Extended Term, starting upon activation of the particular service. If the Agreement is terminated by the Customer while any of the individual connectivity services are still within their Initial or Extended Term, then the Node4 shall exercise right to levy appropriate Early Termination Charges as per Clause 13.2 or the Terms and Conditions on a pro-rata basis, for outstanding rental charges on each of the individual connectivity services still within the Initial or Extended Term.

3.3 Cancellation before Implementation

If the Customer cancels the service prior to installation, but after the Supplier has committed to an agreed installation date, the Node4 reserves the right to pass on any costs reasonably incurred, including those incurred by the Third Party Services Provider and an additional administration fee of £350 will be levied.

3.4 Third party

Node4 shall not be liable in respect of any contract, agreement or relationship that the Customer may have with any third party. If a dispute arises between the Customer and a third party involving Node4's MPLS services, Node4 shall provide the Customer with reasonable information and assistance (to the extent that such is not adverse to Node4's interests to Customer (at Customer's expense) in the resolution of such dispute.

4. Fees

Installation and Rental Fees associated with each individual access component will commence when Ready For Service Notification is provided by Node4, this will follow the installation of a specific connection.

4.1 Recurring fees

Rental Fees are paid either monthly or annually in advance based on the support provided and any other related service and are identified on the Order Form.

4.2 Set-up fees

Any applicable Design, Configuration, and Installation Fees for the implementation of the service shall be detailed on the Order Form.

Once an order is placed a survey is carried out which may identify excess construction charges, or other charges levied by 3rd parties such as legal fees to agree wayleaves. Any such Fees will be notified to the customer who may choose to accept them or cancel the order at no cost.

4.3 Professional service fees

Initial Professional service requirements will be stated on the Order Form.

Additional tasks undertaken by Node4 at the request of the customer or activities undertaken by the customer which require the remote support of Node4 personnel will be charged at the hourly rates shown below.

Time Support Required:	Per Hour
Mon – Fri 07.00 – 19.00	£80.00 Per Hour
All Other Times	£120.00 Per Hour

Time is charged by the hour. These rates are for a support / provisioning engineer and are subject to an annual review by Node4.

4.4 Termination and change fees

Node4 will notify the Customer of any Additional Fees incurred from third parties resulting from changes or cancellations to the services provided, any additional fees will be included on the next invoice.

5. Customer responsibilities

In order to deliver the service Node4 expect the customer to provide or purchase from Node4:

- IP Addressing & IP Routing information.
- Deliver connectivity (cabling) to our racks within the POPs.

6. Provision service

6.1 General

The Service is solely for the supply and usage of HSCN connectivity services utilising the Node4's Core Network at the bandwidth defined in the Order Form.

6.2 Migration/Implementation

N4HSCN service will be implemented in accordance with the HSCN and any migrations from N3 will follow the defined HSCN migration approach.

6.3 Core network utilisation

The Node4 HSCN connectivity service utilises the Node4 Core Network to connect to the HSCN Service, Core Network capacity will be managed by Node4.

6.4 Customer premise equipment

Each Connectivity service provided will require a CPE device (router) supplied and managed by Node4. (Details included in the Node4 Connectivity Service Schedule).

The Node4 / Consumer demarcation for HSCN service is the LAN port of the CPE. Any service provide beyond the LAN port of the CPE are not provided as HSCN services, the consumer takes responsibility for any NHS Digital obligations for those services.

6.5 Cabling

Within Node4's Data Centre cabling between the Customer's equipment or circuit(s) to Node4's MPLS PE equipment will be provided by Node4. Any applicable costs will be identified on the order form.

Within Node4's POP locations it is the Customer's responsibility to cable to our rack. We will provide the Customer with the appropriate information for our location. In certain cases we may be able to facilitate the cabling, in this case applicable costs will be identified on the order form.

Where Customers cable to Node4 racks, Fees may

occur for site visits to connect this cabling to Node4 Equipment. Applicable costs will be identified on the order form.

6.6 IP addressing and routing protocols

The number of IPv4 addresses assigned will be identified on the order form. Additional public IPv4 addresses can be rented from Node4. It is the Customer's responsibility to use their assigned IP addresses. Use of non-assigned IP addresses will result in immediate disconnection from the network.

6.7 Monitoring

Node4's core infrastructure is monitored and supported on a 24/7 basis. This includes the Customer premise equipment supplied by Node4. Other Customer equipment is not monitored as standard.

As part of the HSCN connectivity service we will send NHS Digital logs from the Node4 Managed Customer Premise Equipment in relation only to HSCN traffic.

6.8 Maintenance window

Where Node4 plans to perform essential works Node4 will endeavour to perform such works during low traffic periods and will endeavour to give the Customer at least ten (10) days prior notice. In the event of an emergency or Service Affecting Incident such notice may be less than 24 hours.

6.9 Professional services

Node4 can provide a full range of Support & Professional Services including but not limited to:

- On-site installation of routers & firewalls
- Remote support services
- Network, router and firewall management
- Monitoring and reporting
- Network engineering and design
- Project Management
- Pre-configuration of routers and firewalls (this means that the router is pre-configured at Node4 and delivered to the Customer site. The Customer will have to provide someone on-site to connect the router)

Support on configuration is provided within business hours only and for a period not exceeding 15 working days from installation. Technical Support is provided for the configuration implemented by Node4; we will not provide support for configuration outside of the original Customer requirement.

The Professional Services are subject the Professional Service Fees. Specific rates for large or repeat orders can be agreed on a case by case basis in writing.

All incremental expenses incurred during these Professional Services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Order Form.

6.10 Changes

Service Requests (Moves, Adds & Changes) are not provided as part of the standard service. Service Requests will be dealt with as chargeable projects and subject to the Support and Professional Services Fees in 4.3.

7. Incident management

7.1 Incident handling

Incidents are handled as outlined in the Incident Management Schedule Document with interactions with HSCN as defined in the *HSCN Obligation Framework*.

7.2 Incident priority

Each new Incident will be assigned a priority level by the Service Desk based on the following definitions.

Priority	Description
1 - Critical	A major Incident resulting in total loss of service.
2 - High	A major Incident resulting in a severe service degradation or loss of service to a significant percentage of users.
3 - Medium	A minor Incident resulting in a limited or degraded service or a single end user unable to work.
4 - Low	General, single user with degraded service, non-service affecting support.
5 - Service Request	Request for a change to an existing service or system, a request for information or simple questionnaire to be completed.

7.3 Incident duration

All Incidents recorded by the Network Management System will be reconciled against the corresponding Service Ticket raised by the Service Desk.

The exact Incident duration will be calculated as the elapsed time between the Service Ticket being opened and the time when Service is restored.

7.4 Time to repair

Node4 aims to respond, update and resolve Incidents in relation to the N4HSCN service, within the following times:

Priority Level	Time to Resolve Incidents
Priority 1	5 Hours
Priority 2	8 Hours
Priority 3	24 Hours
Priority 4	72 Hours

Resolution times in the table above do not apply where there is a Customer Responsible Incident, a Third Party Attributable Incidents or events outside Node4's reasonable control, any incidents including these aspects will be excluded from reporting provided.

All priority 1 & 2 faults should be raised via the Service Desk system by a phone call. Should a priority 1 or 2 incident be raised via the portal or e-mail, the Customer is required to follow this up with a corresponding phone call to enable work to commence immediately on the issue.

8. Service level agreement

Node4 will provide the Customer with service levels and service credits, as set out below, for the failure to meet the following targets:

8.1 Service availability

The Service is "Available" when the Customers HSCN connection is authenticated and the Customer can send and receive IP traffic to the HSCN peering exchange.

Note: Points of measurement between a HSCN Supplier's Provider Edge (PE) router(s) and their Peering point(s). This measurement does not include the HSCN Consumer's circuit(s).

The following equation will be used to calculate N4HSCN Connectivity availability. References to minutes are to the number of minutes in the applicable Monthly Review Period:

$$((\text{Total minutes} - \text{Total minutes Unavailable}) / \text{Total minutes}) \times 100$$

8.2 Service credits

Credits for service availability will be calculated on a monthly basis and will be based upon the cumulative elapsed time of any outages and the monthly Fee for the Service for each Customer connection.

Node4’s goal is to achieve the Service availability per month for N4HSCN Connectivity as defined in the table below;

Credits below will be applicable if this is not achieved.

Availability Achieved	Service Credits (Percentage) of Monthly Recurring Fees for the N4HSCN Connectivity
99.95% and above	0%
<99.95% – 99.75%	5%
<99.75% - 99.5%	10%
<99.5%	20%

8.3 Calculation of service credits

Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis.

If Service is cancelled during a Monthly Review Period, no service credit will be payable in respect of that Service for that Monthly Review Period.

The Customer must claim any service credit due to a failure to meet the Service levels, in writing, within twenty one (21) business days of the date at which the Customer could reasonably be expected to become aware of such failure. The Customer shall not be entitled to any service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Customer, the Customer shall assist, and shall not be entitled to any.

Service credits until Node4 has received all the information it has reasonably requested.

8.4 Exclusions to payments of service credits

Service credits will not be payable by Node4 to the Customer in relation to the Service Availability for Incidents or disruptions to the Service caused by any of the following:

- The Incident, action or negligence of the

Customer, its employees, agents or contractors;

- The Customer failing to comply with Node4’s Standard Terms and Conditions;
- The Customer failing to comply with *HSCN Consumer Contract*
- An Incident in, or any other problem associated with, equipment connected on the Customer’s side of the Node4 Network Termination Point, except where such Incident or problem is directly caused by the action or negligence of Node4, its employees, agents or contractors;
- Any event described in Clause 10 (Force Majeure) of Node4’s Standard Terms and Conditions;
- A failure by the Customer to give Node4 access to any equipment after being requested to do so by Node4; or
- Maintenance during any Planned Outage

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.

The provision of service credits shall be the sole and exclusive remedy for the failure to meet targets for the Connectivity service. Node4 shall have no additional liability to the Customer.