

**DATED**

**4<sup>th</sup> January**

**2021**

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SchoolScreenener or Workscreenener Covid Manager for  
Schools or Businesses®

**by Thomson Screening**

**END-USER LICENCE AGREEMENT**

between

**THE END-USER ORGANISATION**

and

**THOMSON SCREENING SOLUTIONS LIMITED**

(LICENSOR)

**CONTENTS**

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<b>CLAUSE</b>	
ACKNOWLEDGEMENTS	<b>3</b>
GRANT AND SCOPE OF LICENCE	<b>4</b>
4. ACCEPTABLE USE RESTRICTIONS	<b>5</b>
5. INTELLECTUAL PROPERTY RIGHTS	<b>5</b>
6. DATA SHARING	<b>6</b>
<b>7. LIMITED WARRANTY AND SUPPORT</b>	<b>6</b>
7. LIMITATION OF LIABILITY	<b>7</b>
10. EVENTS OUTSIDE OUR CONTROL	<b>9</b>
11. OTHER IMPORTANT TERMS	<b>10</b>

## Acknowledgements

### PLEASE READ CAREFULLY BEFORE using the

SchoolScreener or Workscreener Covid Manager for Schools or Businesses®.

- This end-user licence agreement (**EULA**) is a legal agreement between your school or other organisation (**End-user or you or your designated Administrator as the case may be; collectively 'You'**) and Thomson Screening Solutions Limited, company number **07695349** of 5 London Wall Buildings, London EC2M 5NS, England, United Kingdom (**Licensor, us or we or Thomson Screening Solutions**) for:
- The SchoolScreener or Workscreener Covid Manager for Schools or Businesses® Programme application software (including any associated software components) and (**Programme**); and
- associated online or electronic documents (**Documents**).

We license online or offline use of the Programme and Documents on the basis of this EULA. We do not sell the Programme or Documents to you. We remain the owners of the Programme and Documents at all times.

**MINIMUM SPECIFICATIONS** THIS SOFTWARE REQUIRES A STANDARD COMPUTER WITH INTERNET ACCESS, SMARTPHONE OR TABLET USING ANY OF THE FOLLOWING WEB BROWSERS

#### **Browsers:**

- Firefox
- Chrome
- Safari
- Internet Explorer 10 and above

SchoolScreener or Workscreener Covid Manager for Schools or Businesses is a variant of the operating and administration system used to automate School Nursing administration in Thomson Screening's SchoolScreener or WorkScreener software Products. Thomson Screening has received development funding from Innovate UK for Covid-19 Test Manager, whose functionality is included SchoolScreener or Workscreener Covid Manager for Schools or Businesses.

#### **IMPORTANT NOTICE:**

BY USING THE SOFTWARE BELOW, YOU AGREE (i) THAT YOUR ORGANISATION IS DULY AUTHORISED TO COMMIT TO THESE ARRANGEMENTS AND (ii) TO THE TERMS

OF THE LICENCE WHICH WILL BIND YOU. THE TERMS OF THE LICENCE INCLUDE, IN PARTICULAR, THE PRIVACY POLICY DEFINED IN CONDITION 1.6 AND LIMITATIONS ON LIABILITY IN CONDITION 7.

**You should print a copy of this EULA for future reference.**

## **AGREED TERMS AND USING THE PROGRAMME**

### **The Programme automates administration**

- Records whether consent is given
- Record test barcode ID
- Compliant with Data protection law
- Results can be stored and destroyed within 1 month of the Programme ending

Plus:

- Capture and maintain E-consent from staff, visitors, parents etc.
- Multi users: can be used at the same time by all members of staff
- Filter lists by year group, tutor group or similar categories (including patients to follow up from positive test)
- Different access levels
- Reporting at individual record level
- Anonymised reporting at organisation level: look for clusters or other warning signs
- Manage on-going testing for specific groups

### **To Use the Programme**

- Upload the patients to be tested to The Programme software (CSV file) – The Programme is fully NHS Information Governance and GDPR compliant.
- Consent management
- One click recording the outcome of the Lateral flow or PCR tests :
  - Negative or positive results
  - Tests that need repeating
  - Children or staff in isolation
  - reason why a child is not tested e.g. absent or no parental consent
- Consent forms and letters for patients are already set up on the Portal. The software does all the tracking and all data and reporting is automated. Organisations can add logos, addresses etc.

**Reporting.** The school will also be able to make use of standard reporting and export data via CSV file.

## **1. ACKNOWLEDGEMENTS**

1.1 The terms of this EULA apply to the Programme or any of the services accessible through the Programme (**Services**), including any updates or supplements to the Programme and any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Programme or any Service, the terms of an open-source licence may override some of the terms of this EULA.

1.2 It is your responsibility to ensure that only persons specifically authorised by you receive and use the access codes for the Programme and that you at all times keep records of those authorisations

1.3 We may change these terms at any time by sending you an email with details of the change or notifying you of a change when you next start the Programme or log onto the website referred to in condition 1.8 (the Website). The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.

1.4 From time to time updates to the Programme may be issued through the Website.

1.5 Only the Devices that conform to 'Minimum Specifications' or above may be used with the software. Such Devices may be used to access the Programme. You may be charged by your service providers for internet use access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the Programme or any Service on or in relation to any Device, whether or not it is owned by you.

1.6 The terms of our privacy policy from time to time, available at the Website (**Privacy Policy**) are incorporated into this EULA by reference and apply to those Services that are not specified in condition 1.8 as having separate privacy policies. Additionally, by using the Programme or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Programme or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.7 The Programme will provide you with sensitive personal data regarding the individuals you test. It is your sole responsibility to ensure that safety of such data, the restriction on its use, and its disposal in accordance with your own Data Protection and Privacy policies.

1.9 By using the Programme or any of the Services, you consent to us collecting anonymised and summarised information on outcomes and to using technical information about the Computers and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

1.11 Any words following the terms **including, include, in particular or for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. GRANT AND SCOPE OF LICENCE**

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to access the Programme on school devices (or other single organisation's devices), subject to these terms, the terms of use of the Website, and the Privacy Policy. We reserve all other rights. It is a condition of this licence that you agree and accept the limitations of the Programme.

### **2.2 You may:**

(a) access a copy of the Programme onto school devices (or if licenced by another single organisation – that organisation's devices) for use internally by your school/organisation, for its own pupils, and to view, use and display the Programme on these Devices for your school's (organisation's) purposes only; and (b) use the Documents for your school's (organization's) purposes only.

## **3. TERM**

You acknowledge that your organisation licences the software for the Spring Term 2021 and will need to renew the licence to continue use of the software, should use be required after that time, at the prevailing cost.

## **4. ACCEPTABLE USE RESTRICTIONS**

You must:

- 4.1. not use the Programme or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Programme, any Service or any operating system;
- 4.2. not infringe our intellectual property rights or those of any third party in relation to your use of the Programme or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- 4.3. not transmit any material that is defamatory, illegal, offensive or otherwise objectionable in relation to your use of the Programme or any Service;
- 4.4. not use the Programme or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 4.5. not collect or harvest any information or data from any Service or our systems (other than intended data concerning eye health information as intended by it) or attempt to decipher any transmissions to or from the servers running any Service;

together **Acceptable Use Restrictions**.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1. You acknowledge that all intellectual property rights in the Programme, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in
- 5.2. the Programme are licensed (not sold) to you, and that you have no rights in, or to, the Programme, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 5.3. You acknowledge that you have no right to have access to the Programme in source code form.

## **6. DATA SHARING**

End User License Agreement which forms ***the contractual agreement*** between the Organisation and Thomson Screening and forms a **Data Sharing Agreement** between the two parties.

Your organisation is the **Data Owner** and Thomson Screening is the **Data Processor**. (as defined by GDPR).

As **Data Owner**, it is your responsibility to ensure that only persons specifically authorised by you can access the software and to ensure that the data added to the software is managed in accordance with GDPR requirements. We give you the tools to do this.

Once information is added to our system we have an extensive range of security measures and process in place to protect it from harm and ensure it is available to you. Details of these security measures and our Data Protection framework are available as a separate document.

- Details of our processes protecting your data as Data processors are described in our [Information Governance Policy](#)
- and [Privacy Policy](#)

## **7. LIMITED WARRANTY AND SUPPORT**

### **7.1. We warrant that:**

- 7.1.1. the Programme will, when properly used on Devices, for which it was designed (confirming to the Minimum Specifications defined in this EULA), perform substantially in accordance with the functions described in the Documents; and
- 7.1.2. that the Documents correctly describe the operation of the Programme in all material respects,

for a period of 90 days from the date on which the Programme is accessed to the Computers (**Warranty Period**).

- 7.2. If within the Warranty Period you notify us in writing of any defect or fault in the Programme as a result of which it fails to perform substantially in accordance with the Documents, you will be entitled to the replacement of the Programme.

### **7.3. The warranty does not apply:**

- 7.3.1. if the defect or fault in the Programme or any Service results from you having altered or modified the Programme
- 7.3.2. if the defect or fault in the Programme results from you having used the Programme in breach of the terms of this EULA;
- 7.3.3. if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; or
- 7.3.4. if you did not pay for the Programme.

- 7.4. This warranty is in addition to your legal rights in relation to software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.



- 7.5. THOMSON SCREENING SOLUTIONS EXPRESSLY DISCLAIMS ANY OTHER WARRANTY FOR THE PROGRAMME. THE PROGRAMME AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PROGRAMME REMAINS WITH YOU
- 7.6. THOMSON SCREENING SOLUTIONS may provide you with support services related to the SOFTWARE. Use of Support Services is governed by the THOMSON SCREENING SOLUTIONS policies and Programmes described in online documentation, and/or other THOMSON SCREENING SOLUTIONS-provided materials, as they may be modified from time to time. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE and subject to the terms and conditions of this EULA. With respect to technical information you provide to THOMSON SCREENING SOLUTIONS as part of the Support Services, THOMSON SCREENING SOLUTIONS may use such information for its business purposes, including for product support and development. THOMSON SCREENING SOLUTIONS will not utilise such technical information in a form that personally identifies you or students.

**8. LIMITATION OF LIABILITY**

- 8.1. You acknowledge that the Programme has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Programme as described in the Documents meet your requirements.
- 8.2. We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 7.3, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA. IN NO EVENT SHALL THOMSON SCREENING SOLUTIONS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SOFTWARE, EVEN IF THOMSON SCREENING SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THOMSON SCREENING SOLUTIONS'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE GREATER OF £1 OR LICENSE FEE PAID BY YOU.

- 8.3. Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1. This does not apply to the types of loss set out in condition 8.4.
- 8.4. Nothing in this EULA shall limit or exclude our liability for:
  - 8.4.1. death or personal injury resulting from our negligence;
  - 8.4.2. fraud or fraudulent misrepresentation; and
  - 8.4.3. any other liability that cannot be excluded or limited by English law.

## **9. TERMINATION**

- 9.1. We may terminate this EULA immediately by written notice to you:
  - 9.1.1. if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
  - 9.1.2. if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
  - 9.1.3. if you are in dispute with us.
- 9.2. On termination for any reason:
  - 9.2.1. all rights granted to you under this EULA shall cease;
  - 9.2.2. you must immediately cease all activities authorised by this EULA, including your use of any Services;
  - 9.2.3. you must immediately delete or remove the Programme from all Devices, and immediately destroy all copies of the Programme and Documents then in your possession, custody or control and certify to us that you have done so;
- 9.3. the EULA entered into in this agreement or any subsequent services agreement, whether or not payment is made, is immediately terminable on notice and where payment has been made, without further payment.
- 9.4. We may remotely access the Computers and remove the Programme from all of them and cease providing you with access to the Services and the website;

## **10. COMMUNICATION BETWEEN US**

- 10.1.** If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to Thomson Screening Solutions Limited at the above address, or at [support@thomsonscreening.com](mailto:support@thomsonscreening.com). We will confirm receipt of this by contacting you in writing, normally by e-mail.

- 10.2.** If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the Programme.

## **11. EVENTS OUTSIDE OUR CONTROL**

- 11.1.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 11.2.** If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
  - 11.2.1.** our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - 11.2.2.** we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

## **12. OTHER IMPORTANT TERMS**

- 12.1.** We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 12.2.** You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 12.3.** If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.4.** Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.5.** Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

## **13. Acknowledgments**

BY USING THE PROGRAMME, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THE LIMITED WARRANTY IS THE COMPLETE AND EXCLUSIVE

STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE LIMITED WARRANTY.

Should you have any questions concerning this EULA, or if you desire to contact THOMSON

SCREENING SOLUTIONS for any reason, please contact THOMSON SCREENING SOLUTIONS by electronic mail at: [support@ThomsonScreening.com](mailto:support@ThomsonScreening.com)

This agreement has been entered into on the date you accept these terms.