



CONNECTION AGREEMENT FOR THE DANISH HEALTH DATA NETWORK (SDN)

Between:

The connected party _____
Address _____
Postal code and city _____
CVR no. _____
EAN No. and reference _____

and

MedCom
Forskerparken 10
DK-5230 Odense M
CVR number 26 91 99 91
EAN NO. 5798002472264

1. Introduction

- 1.1. The SDN gives the connected party access to a network that makes it possible to display its own services and enter into agreements on network access to other services.
- 1.2. The SDN is based on a federated security model that requires the connected party to observe good IT practice and its own organisational and technical security requirements for equipment, network, clients, displayed services and access.
- 1.3. The connection is subject to the 'Terms and conditions for connection to and use of the SDN' as set out in Appendix 1 and which the connected party accepts with this Connection Agreement. The terms and conditions in force from time to time can be found on www.medcom.dk.
- 1.4. The Connection Agreement is concluded with MedCom as the joint public sector system manager and operations manager of the SDN. MedCom has concluded an agreement with the operation suppliers

specified in Appendix 2. The list of operation suppliers in force from time to time can be found on www.medcom.dk.

- 1.5. In addition to the Connection Agreement, a data processor agreement will be concluded between the connected party and MedCom.

2. Prices and payment

- 2.1. The annual connection fee is determined by MedCom's steering committee. The current funding model is provided in Appendix 4, and the funding model for the SDN in force from time to time is published on www.medcom.dk.
- 2.2. The connection fee is adjusted on an ongoing basis by the price and wage indexing rate announced by the state.
- 2.3. Additional adjustment may only be made subject to a specific decision by MedCom's steering committee. Price changes will be notified at least 6 months before they take effect.
- 2.4. MedCom charges semi-annual payment in advance by e-invoice.
- 2.5. The connected party shall for its own account and risk establish and maintain the operation of its own connection to the SDN.
- 2.6. If the SDN moves to another location, including as a result of a tendering process, the connected party shall pay the costs of moving its own connection to such new location, unless MedCom's steering committee decides that MedCom is to fully or partially cover the costs.
- 2.7. The connected party is not entitled to full or partial reduction or repayment of payments for connection and use of the SDN as a result of errors and defects in services on the SDN. In the event of errors and defects in the actual connection to the SDN, the general rules of Danish law apply.

3. Effective date

- 3.1. The Connection Agreement must be filled in and signed. Then the Connection Agreement must be sent electronically to MedCom on medcom@medcom.dk.
- 3.2. Upon receipt, MedCom signs a copy and returns the copy to the connected party as confirmation of the connection.
- 3.3. The connection commences on MedCom's confirmation. MedCom reserves the right, in exceptional cases, to reject a connection. The connection of international parties must be approved by MedCom's

steering committee.

- 3.4. Once the Connection Agreement has been approved, the technical contact person of the connected party, see Appendix 3, will be contacted with regard to agreements on the technical connection to the SDN.
- 3.5. The connection is binding on the connected party and is effective from the date of MedCom's signature on the Connection Agreement and until expiry according to clause 4.

4. Expiry

- 4.1. The connected party and MedCom may terminate the Connection Agreement by giving one month's written notice to expire at the end of a period. However, MedCom may not terminate the agreement to expire earlier than the expiry of the next following period, thus allowing the terminated connected party at least six months to establish an alternative solution.
- 4.2. If MedCom or the connected party materially breaches its obligations, such as by abuse of the SDN or by not following security requests, the Connection Agreement may be terminated in writing without notice.
- 4.3. On expiry of the Connection Agreement, the connection to the SDN will be closed and the assigned SDN IP addresses will be revoked with a view to reuse.
- 4.4. The Connection Agreement and the personal data contained therein will be erased no later than five years after expiry of the agreement.
- 4.5. In the event of non-payment by the connected party of due amounts regarding the SDN, three months' notice will be given before the connection to the SDN is closed.

5. Assignment

- 5.1. If decided by the steering committee, MedCom may fully or partially assign its rights and obligations to a third party in accordance with the Connection Agreement and the terms and conditions.
- 5.2. The connected party is not entitled to assign its rights and obligations to a third party in accordance with the Connection Agreement and the terms and conditions without MedCom's written acceptance. However, rights and obligations may be assigned without MedCom's acceptance if such assignment is part of structural changes or other public sector restructuring.
- 5.3. MedCom is registered with RIPE as the rights owner of the IP addresses used for the SDN. If the steering committee decides that MedCom should stop as operations manager of the SDN, the steering committee must at the same time decide on the future use of the IP addresses. The decision regarding the future use of the IP addresses must as far as possible cater to the interests of the connected parties and other stakeholders in still being able to use the IP addresses for the SDN or similar purposes,

including (if relevant) in connection with a decision regarding MedCom's assignment of the rights to the individual users and other stakeholders. The assignment of the rights requires approval by RIPE.

6. Changes

- 6.1. If decided by MedCom's steering committee, MedCom may change the terms and conditions for the Connection Agreement by forwarding the changed terms and conditions to the connected party in reasonable time before their effective date.

7. Liability

- 7.1. Neither MedCom nor the operation supplier is liable for any loss or distortion of data by the connected party in connection with the connected party's use of the SDN, unless the loss can be ascribed to MedCom's or the operation supplier's grossly negligent or intentional acts.
- 7.2. Agreements on rights to services, information, etc, which are available via the SDN must be made with the rights owner.
- 7.3. The connected party shall indemnify MedCom and the operation supplier for any claims from third parties resulting from the connected party's infringement of third party rights in connection with the use of the SDN. The indemnity must include any legal costs reasonably incurred as a result of a claim.
- 7.4. Both MedCom and the connected party shall comply with legislation and other legal regulation in force from time to time for personal data and network traffic. Moreover, the connected party is responsible for contributing to the SDN complying with current statutory, regulatory and contractual requirements in relation to information security, including the Danish Health Act and the Danish Data Protection Act.
- 7.5. The connected party is responsible for notifying MedCom without undue delay of any security incidents relevant for the SDN and of incidents affecting MedCom's role as system manager of the SDN. Accordingly, MedCom is responsible for notifying the connected party without undue delay of any security incidents relevant to the SDN.

8. Disputes and arbitration

- 8.1. Every effort must be made to solve any disagreement between the parties about the understanding and interpretation of this Agreement through escalation to a higher management level.
- 8.2. If the dispute cannot be resolved amicably, the dispute must be brought before and settled by the ordinary courts of law, with the City Court of Odense or the Eastern High Court as the proper venue.

9. Appendices

- 9.1. The following appendices are linked to this Connection Agreement and form an integral part of the Connection Agreement:

Appendix 1: Terms and conditions for connection to and use of the SDN

Appendix 2: Operation suppliers

Appendix 3: Contact persons

Appendix 4: Funding memo

10. Signatures

10.1. The Connection Agreement must be signed by the connected party and MedCom and each party will receive one signed copy.

For the connected party

Date	
Title and name	
Signature	

For MedCom

Date	
Title and name	
Signature	

Appendix 1: Terms and conditions for connection to and use of the SDN

1. General information about the SDN

- 1.1. MedCom is the joint public sector system manager and operations manager of the SDN. The SDN is part of the organisation for the joint public sector system management of healthcare IT solutions (FSI). The joint public sector system management is organised with MedCom's steering committee as the business steering committee. In connection with the SDN, a user group has been set up which is tasked with monitoring operations and ensuring the technical and security-related development.
- 1.2. The SDN is used for data transmission in the Danish healthcare sector of i.a. personal data, including sensitive personal data in the form of health information.
- 1.3. The SDN is a secured and closed network in which local and secured networks are tied together in a common infrastructure via the SDN hub (SDX). The SDN consists of data lines and active network equipment. In addition, the SDN has a number of support systems, including the agreement system. No data are saved and no backup of data is made in the actual SDN network.
- 1.4. The link to the SDX, and thereby the SDN, can be established by the SDN-connected parties via encrypted VPN connections, fixed connections (private fibre optic or private MPLS) or as an SDN-MPLS connection. The connected party is responsible for the security of its own network and the security of the VPN connection or its private fixed connection / private MPLS connection. MedCom is responsible for the security of the SDX and for the active network components terminating such SDN-MPLS connection at the connected parties.
- 1.5. The link to the SDN does not in itself give access to data. Access is regulated both technically and organisationally in the agreement system in which the connected parties display services and conclude and manage agreements and access to displayed services. The agreements form the instruction for the transmission.
- 1.6. The connected party is responsible for authorising users with access to the SDN.
- 1.7. MedCom recommends that the parties use endpoint encryption to ensure that data are secure throughout the transmission, including in the connected party's own network.
- 1.8. Agreements with operation suppliers on the operation of the SDN are concluded in accordance with the current tendering terms and subsequent approval by the MedCom steering committee. Names are provided in Appendix 2.
- 1.9. MedCom ensures that an annual independent IT audit is carried out to make sure that MedCom complies with the current personal data legislation. In this connection, 1-2 parties connected to the SDN-MPLS are selected for spot checking. The connected party is required to make resources available for such IT audit for its own account.

2. Technical connection

- 2.1. The connection to the SDN is made via a link to the SDX or SDN-MPLS. On connection via SDN-MPLS, CPE equipment is set up to handle security rules.
- 2.2. At the connected party, the CPE equipment must be placed in such a way that is protected and covered by the connected party's own relevant IT security policies for e.g. operational security, network security and physical access control.
- 2.3. The connected party accepts that MedCom or the operation supplier can interrupt or restrict SDN traffic to and from the connected party without notice in the event that the connected party's link to the SDN is abused. MedCom or the operation supplier must immediately notify the connected party in writing of the interruption and state the reason. Abuse means attempts to gain unauthorised access to either equipment or data (hacking/cracking) or intentional network disruptions (Denial of Service). Reopening of the traffic must be made at the request of the connected party when the connected party has effectively rectified the cause of the interruption.

3. The SDN agreement system

- 3.1. Access to services requires conclusion of bilateral agreements between the service provider and service consumer before data communication is possible. The bilateral agreements are also concluded via the agreement system. The agreement system is web-based and available via the Internet on the address aftale.medcom.dk.
- 3.2. The connected party is responsible for creating and updating information in the agreement system on the connected party, the connected party's users, displayed services and clients according to the guides of the agreement system.
- 3.3. The connected party is responsible for ensuring that the displayed services can only be accessed on the necessary network ports and is responsible for approving access and agreements against these. The connected party is responsible for deleting services and clients that are no longer used.
- 3.4. The connected party is responsible for authorising, creating and deleting users who need access to the agreement system. The connected party is responsible for following up on user actions and on whether the created users are still relevant.
- 3.5. Tools are made available to help the connected party follow up on services, users and user actions.

4. Service level requirements and performance targets

- 4.1. The SDN must be available 24 hours a day, 365 days a year. The availability expressed in % is calculated for one month at a time and is calculated as:

$$\frac{(\textit{Operating time} - \textit{Planned service windows}) - \textit{Downtime}}{(\textit{Operating time} - \textit{Planned service windows})} * 100$$

A description of the SLA can be found on www.medcom.dk.

- 4.2. The connected party is responsible for the availability of its own equipment and own services displayed via the SDN.

5. Service windows

- 5.1. A description of service windows for SDN is available on www.medcom.dk. Notification of service windows must be made through service information to connected parties. If the service window is necessary to rectify an acute problem, the parties will be notified afterwards.
- 5.2. The agreement system makes it possible for the connected parties to announce service windows for services displayed via the SDN.

6. Support and troubleshooting

- 6.1. The connected party is responsible for providing first level support to users in its own organisation. The SDN makes tools available to help the connected party monitor the day-to-day operation and to help the connected party in a troubleshooting situation. This applies to both networks, services and traffic.
- 6.2. The operation supplier provides technical second level support for the SDN to the connected party. Such support includes the physical infrastructure in the form of active network components in the SDX, SDN-MPLS and the actual SDN-MPLS network.
- 6.3. MedCom provides administrative support to the connected party.
- 6.4. Information about tools, support, inquiries and opening hours can be found on www.medcom.dk.

7. Contact persons

- 7.1. In Appendix 3, the connected party shall provide details of contact persons, see clauses 7.3-7.7.
- 7.2. The contact persons can be used in relation to the connection to the SDN, creation in the agreement system and in the day-to-day operation of the SDN. Therefore, changes to contact persons must be sent to MedCom by the connected party.
- 7.3. Overall contact person: The overall contact person signs for the connected party.
- 7.4. Security contact person: The security contact person will be the primary point of contact for MedCom in data protection issues and in connection with breaches of personal data security, including actual and suspected critical errors and vulnerabilities. The security contact person will receive a copy of the IT audit report once a year.
- 7.5. Technical contact person: The technical contact person is the primary point of contact and has technical responsibility for the connected party's connection to and use of the SDN, including creation and follow-up on users. The technical contact person will receive service information in case of common deviations from normal operations and in case of actual and suspected critical errors and vulnerabilities.
- 7.6. Service desk and on-call officer: The service desk will receive service information in case of common deviations from normal operations and in case of actual and suspected critical errors and vulnerabilities.
- 7.7. Financial contact person: The financial contact person receives an invoice for the connection fee.

Appendix 2: Operation suppliers

1. Operation suppliers

- 1.1. As a joint public sector system manager, MedCom held an EU procedure, EUT S: 2016/S 152-275359. MedCom has subsequently concluded an agreement with an operation supplier of the SDN after approval by MedCom's steering committee.
- 1.2. Tenderer and contract holder:
TDC A/S
Teglholmsgade 1
DK-0900 Copenhagen C
CVR 14773908
- 1.3. Sub-supplier to TDC within data centre and operation:
Netic A/S
Alfred Nobels Vej 27
DK-9220 Aalborg Ø
CVR 26762642
- 1.4. Data processor agreements and mutual confidentiality agreements have been concluded with both operation suppliers on behalf of the data controllers.

Appendix 3: Contact persons

Overall contact person / CEO	
Title and name	
Mobile phone	
E-mail	

Security contact person	
Title and name	
Mobile phone	
E-mail	

Technical contact person	
Title and name	
Mobile phone [must be a mobile number as the number is used in the agreement system for 2-factor authentication]	
E-mail	

Service desk and on-call officer	
Mobile phone (on-call officer)	
E-mail	

Financial contact person	
Title and name	
Mobile phone	
E-mail	

Appendix 4: Funding principles for the SDN

The current funding model is provided below and the funding model for the SDN in force from time to time is published on www.medcom.dk.

Funding principles for the SDN (Danish Health Data Network), the VDX (Joint Video Infrastructure) and the KIH Database (Clinically Integrated Home Monitoring Database) effective from 2018.

Adopted by MedCom's steering committee on 13 February 2003

Revised by MedCom's steering committee on 14 December 2004 (connection fee reduction)

Revised by MedCom's steering committee on 15 December 2005 (funding of 24-hour monitoring)

Revised by MedCom's steering committee on 4 March 2010 (price reduction as a result of new contract)

Revised by MedCom's steering committee on 11 October 2012 (video conference as an SDN service)

Accepted during MedCom's chairmanship on 14 December 2014 (KIH database, cf. ØA2015 and PL regulation)

Revised by MedCom's steering committee on 3 November 2016 (consequences of the completed tendering processes for the SDN and VDX and stricter requirements for management and information security).

Revised by MedCom's steering committee on 13 December 2017 (as a consequence of the SDN/VDX and KIH Database being included in the funding and management model for joint public sector healthcare IT infrastructures with FMK and NSP from 2018)

The funding of the operation of the 'Healthcare Data Network' (in the following SDN), the 'Joint Video Infrastructure' (in the following VDX) and the 'Clinically Integrated Home Monitoring Database' (in the following KIH) is based on the following principles:

Principle 1

The operation must be without costs to MedCom. This means that the following costs must be covered by the connected parties:

- Costs for operators, including hosting, operation, technical support to connecting networks, monitoring and security logging.
- MedCom's administrative costs of connection, statistics and maintenance of agreements
- Technical development and maintenance, including replacement and upgrade of technical equipment and technological adaptation to new services

Principle 2

For all connected organisations, an annual connection fee is payable to cover central operating costs. The annual connection fee is differentiated as follows:

- Municipalities and regions pay an annual fee of DKK 6 million, excluding VAT (2018 level) for the SDN and VDX. The amount is distributed equally between the parties
- Municipalities and regions pay an annual fee of DKK 1,5 million, excluding VAT (2018 level) for the KIH Database. The amount is distributed equally between the parties

- Private IT suppliers pay an annual and partially use-dependent connection fee for the SDN based on half-yearly statements of the actual use of the SDN (average of incoming and outgoing traffic from own SDN connection to the SDN hub):

< 0.5 gigabyte per week: No connection fee
> 0.5 gigabyte per week: DKK 12,500. (2013 level) excl. VAT
- Other SDN-connected parties, including government authorities and agencies pay an annual fee of DKK 12,500 (2013 level), excl. VAT
- In addition, government authorities and agencies pay DKK 12,500 (2013 level), excl. VAT on connection to the VDX

Principle 3

Establishment of MPLS connection to the SDN hub via the SDN contract is funded directly by the connected party.

Principle 4

The SDN connection of the current VANS providers and sundhed.dk is without connection costs to the parties.

Principle 5

The operation must be self-financing, and the use of the funds charged is included as an independent item in MedCom's audited accounts.

The determined connection fees are adjusted on an ongoing basis by the price and wage indexing rate announced by the state.

Further adjustment may only be made subject to a specific decision by the MedCom steering committee and subject to the parties' budget procedures.