

Date

AGREEMENT TERMS

for connection to the node of the Health Data Net

THE PARTIES TO THIS AGREEMENT:

The parties to this agreement hereby confirm that agreement has been reached this day between:

MedCom – the Danish Health Data Network
Danish Centre for Health Telematics
Rugaardsvej 15, 2.
DK - 5000 Odense C
Tel: +45 6613 3066
Fax: +45 6613 5066

and

Organization: _____

Address: _____

City: _____

Contact person: _____

Tel: _____ Fax: _____

Email: _____

regarding connection to the node of the Danish Health Data Net.

1. AIM

In accordance with MedCom Internet Strategy, the infrastructure project was concluded at the end of September 2003, and the node of the Health Data Net has been in operation since the summer of 2003, with 24-hour monitoring that includes standby assistance. There is thus a neutral node for VPN connections in the Danish health sector, with possibilities for Web searches, videoconferences and edi-exchanges. The Health Data Net node will also be the basis for possible connections between the Danish Health Data Net and international health-professional partners.

Requests for connections by new parties are processed by MedCom. Parties which are already connected to the Health Data Net node can, without further approval, connect to health-professional services and/or request access to existing services via the IP agreement system of the Health Data Net.

2. MEDCOM

MedCom is obliged to provide advice and coordination for participating parties. This includes

1. ensuring the operation of the Health Data Net node by means of expense-neutral user financing.
2. leading and financing meetings of/in the infrastructure group.
3. coordinating activities with the Health Data Portal to the extent necessary, and to lead in gathering information on experience with the net, as well as to lead out in implementing resulting requirements to improve operation of the Health Data Net node.
4. Moreover, MedCom is obligated to ensure availability of the necessary number of IP addresses for the Health Data Net (SDN). SDN uses its own IP addresses. RIPE has assigned SDN a /20 net, 195.80.240.0 - 195.80.255.255, which will be expanded with a new block of IP addresses when the need arises. The new IP addresses will, like the first addresses, be registered as "Provider Independent" and can be transferred to a new Local Internet Registry (LIR) subsequent to approval by RIPE. See RIPE general procedures.
5. In the event of significantly altered preconditions for organization of the node, such as closure of MedCom or the transfer of responsibility for operations to others than MedCom, the IP ranges which have been used will naturally be transferred to the providers or users of local nets, which have used the addresses in connection with the Health Data Net. Transfers are subject to specific approval by RIPE. For this reason, as well as for operational and configurational purposes, attempts are made, to the extent possible, to give providers IP numbers that have one consecutive interval.

3. THE PARTICIPATING ORGANIZATION/SUPPLIER

The organization/supplier, which is connected to the Health Data Net is obligated to:

1. ensure that the sections of their own net which can communicate with the health Internet are secured against outside penetration.
2. observe acceptable decorum on the Health Data Internet (AUP) as described in the enclosed annex to this agreement: The Health Data Net: use, security and responsibility.
3. The participating party accepts that MedCom or the operator of Health Data Net is empowered to close traffic between the participant and the rest of the Health Data Net without prior warning, in the event of suspected violations. Should such a situation arise, the decision will be presented forthwith for negotiation between the parties involved.

4. CANCELLATION AND COMPENSATION

This agreement may be cancelled, in the event that one of the parties no longer wishes to participate in the project. The parties shall give written notice of cancellation to the counterpart 10 working days prior to the cancellation taking effect.

Violations or other problems considered significant to continuation of the agreement or for fulfilment of the project must be reported to the counterpart without undue delay.

Claims for compensation cannot be made as a result of cancellation of this agreement or other circumstances pertaining to the project.

For MedCom:

Odense, / 200_

MedCom

For

_____, / 200_
