

Training Needs Analysis (TNA) Tool Agreement

NHS TRUST SUBSCRIPTION

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1 EXECUTIVE OVERVIEW

The TNA Tool enables the Trust to accurately define training needs across a large, evolving staff base and complex organisational hierarchy—without requiring assignment at an individual or position level. It leverages the Trust's ESR staff data and is fully aligned with the National Workforce Data Set (NWD) and NHS Occupation Codes.

Authorised Trust workforce training analysts, subject matter experts, and others involved in defining the TNA can use the TNA Tool to generate stable, criteria aligned with the Trust's ESR data. This ensures that the right staff are identified for training, preventing the misuse of scarce NHS resources on unnecessary training while mitigating patient safety risks associated with missing essential staff.

Instead of manually managing the dataset using Excel spreadsheets and circulating files via email or shared network drives, the TNA Tool now provides a secure and streamlined platform. It enables users to define TNAs and collaborate effectively with Subject Matter Experts using a graphical interface based on NWD and NHS Occupation Codes matrices.

To learn more about the matrices and specification, visit the NHS Digital resources:

<https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-sets/national-workforce-data-set-nwd-and-nhs-occupation-codes>

2 SUBSCRIPTION

The supplier of the TNA Tool platform is **SHINETECH**. For clarity, **BARTS HEALTH NHS TRUST** is not responsible for providing any services to **NHS TRUST** and assumes no liability in relation to the platform.

NHS TRUST is being offered non-exclusive use of the TNA Tool platform based on the cost and term outlined in Section 2.1.

For the avoidance of doubt, any work outside the scope of this Agreement will be charged based on T&M (Time & Material) model at £450 + VAT per day. **NHS TRUST** will be able to influence enhancements and benefit from other **NHS TRUST** enhancements.

2.1 SUBSCRIPTION FEE

Subscription Fee TBC

3 SUPPORT TIERS

Tier One

The support-desk is managed by **NHS TRUST** itself or its nominee. Their objective is to record the request accurately in terms of criticality, create a service ticket, forward to one of a number of specialised support staff within **NHS TRUST** and communicate to the service user what actions have occurred.

Tier Two

This is managed by **NHS TRUST** who will try and provide a solution directly or estimate a fix time based on sufficient documentation of tier one. If the problem cannot be fixed by **NHS TRUST** staff it will be time stamped and forwarded to **SHINETECH** for Tier Three support.

Tier Three

This is managed by **SHINETECH** in line with the attached SLA, based on sufficient documentation from tier two. The criticality of the problem is agreed with **SHINETECH** Support Contact and all reasonable efforts to resolve the issues will be made as soon as possible but within the terms outlined in the SLA.

SHINETECH NHS Help Desk Support E-mail:

nhshelpdesk@shinotechsoftware.com

4 SERVICE LEVEL AGREEMENT (SLA)

1. **SHINETECH** ensures that support is available by e-mail during Normal Working Hours (9:00 am to 17:00 pm GMT) to provide third tier support and assistance to **NHS TRUST** in respect of the following:
 - 1.1.1. Remedying Defects in the Supported Application and
 - 1.1.2. Responding to the incidents raised to the support email account.
2. **SHINETECH** uses all reasonable endeavours to respond in 24 hours for any incidents/issues notified to them by **NHS TRUST** and aim to work out the resolution as a matter of priority.
3. No more than 4 days per year system down time for maintenance and repair with at least 4 week's notice.

5 INTELLECTUAL PROPERTY RIGHTS

SHINETECH grants **NHS TRUST** a non-exclusive and non-transferable licence to use the TNA Tool platform in object code solely on **SHINETECH** Microsoft Azure servers in the UK.

Except as expressly authorised by **SHINETECH**, **NHS TRUST** shall not: Copy, in whole or in part, software or documentation; Modify the software; Reverse compile or reverse assemble all or any portion of the software; Or rent, lease, distribute, sell, or create derivative works of the software.

NHS TRUST agrees that aspects of the licenced materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of **SHINETECH**. **NHS TRUST** agrees not to disclose in any form to any third party without the written consent of **SHINETECH**. **NHS TRUST** agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to software and documentation shall remain solely with **SHINETECH**.

In no event does **SHINETECH** warrant that the software is error free or that **NHS TRUST** will be able to operate the software without problems or interruptions.

In no event will **SHINETECH** be liable for any lost revenue, profit, or data, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability arising out of the use of or inability to use the software even if **SHINETECH** have been advised of the possibility of such damages. In no event shall **SHINETECH**'s liability to **NHS TRUST**, whether in contract, tort (including negligence), or otherwise, exceed the price paid by **NHS TRUST**.

This licence constitutes the entire licence between the parties with respect of the use of the Software.

6 DATA PROTECTION

SHINETECH has been registered with the Information Commissioner's Office (ICO) since November 2011.

6.1 **SHINETECH** is defined as a Data Processor under the Data Protection Act 1998 (as amended) ("DPA") and we will comply with our obligations under the DPA.

6.2 Save for having to share data with a Third Party who will adhere to the same or similar confidentiality and data protection provisions, as set out in this Agreement, **SHINETECH** warrant that we will not disclose any personal data to any business, organisation or individual without your knowledge, unless required by law.

6.3 **SHINETECH** warrant that to the extent that we process any personal data (as defined under the DPA) under this Agreement that we shall:

6.3.1 have in place reasonably appropriate and industry standard technical and organisational measures to prevent accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;

6.3.2 update, amend or correct data on **NHS TRUST** written request;

6.3.3 cancel or block access to any personal data on your written request ;

6.3.4 disclose any information required under Section 7 of the DPA;

6.3.5 delete temporary files containing **NHS TRUST** data; and

6.3.6 only process such personal data in accordance with your instructions and only to the extent reasonably necessary to fulfil our obligations under this Agreement.

6.4 On written request from **NHS TRUST**, **SHINETECH** will upon twenty business days provide you with a copy of your data that you have provided to us.

6.5 **SHINETECH** provide back-ups of data in accordance with good industry standards and you are likewise responsible for backing up your data and for implementing disaster recovery in accordance with good computing industry practice.

6.6 **NHS TRUST** is the Data Controller under the DPA in respect of any personal data that we process under this Agreement and in the course of providing our services. The personal data is derived from data provided by you and is not checked or monitored by us and, accordingly, we have no liability or responsibility whatsoever howsoever arising directly or indirectly to you for the accuracy, contents or use of such personal data.

6.6.1 As the Data Controller, **NHS TRUST** can download your staff records into an Excel worksheet before the end of the subscription. **NHS TRUST** is fully responsible for making copies of your staff data in compliance with your own records retention policies and if applicable the NHS Records Management Code of Practice:

<https://transform.england.nhs.uk/information-governance/guidance/records-management-code/records-management-code-of-practice/>

6.6.2 The TNA Tool platform and associated software is provided as-is and enhanced based on partner requirements and available funding. If certain functionalities—such as Application Programming Interfaces (APIs) for system integration or other features—are not currently available but are required, **SHINETECH** can develop these enhancements. However, such work will be chargeable at our developer rate at £56.25 + VAT per hour.

6.6.3 **NHS TRUST** should plan for any necessary data migration, system modifications, or system decommissioning, including communication with end users and stakeholders. Upon separate agreement and at an additional cost, **SHINETECH** can collaborate with **NHS TRUST** on system enhancements or other project work.

6.6.4 As the Data Controller, **NHS TRUST** is solely responsible for handling all staff data-related matters and staff requests. While **SHINETECH** will support **NHS TRUST** in this role, **SHINETECH** is not obligated to respond directly to staff enquiries. If staff contact **SHINETECH**, their requests will be forwarded to **NHS TRUST** for resolution.

6.6.5 As the Data Controller, **NHS TRUST** is responsible for providing staff with the **NHS TRUST** Privacy Policy.

6.7 **NHS TRUST** will:

6.7.1 keep its password and other access details for use of the Software strictly confidential and restricted to those members of staff who need to know such details and shall ensure all such staff is aware of the confidential nature of such information and treat it accordingly.

6.7.2 notify **SHINETECH** immediately if it believes that such information is no longer secret. **NHS TRUST** is solely responsible for all activities that occur under your passwords or account.

6.7.3 **NHS TRUST** will not permit any person to access the Software for any unauthorised purpose that would constitute a breach of this Agreement if such a breach was carried out by **NHS TRUST**.

7 CYBER SECURITY



SHINETECH Software is proud to announce that it has achieved Cyber Essentials Plus certification proving its dedication to cyber security and protection from cyber-attacks. Cyber Essentials Plus is an official UK Government-backed, industry-supported certification scheme to help organisations demonstrate operational security against the ever-growing threat of cyber-attacks and a commitment to cyber security.

Assessed and verified through an independent external audit it requires compliance and rigorous testing of our business security controls and processes. The certification also acknowledges our strong security management ethos and procedural framework.

Frank Zhang, UK Managing Director at **SHINETECH** Software says:

“Achieving the Cyber Essentials Plus certification underscores our commitment to ensuring our cyber security is as strong as possible to protect our customers’ data. We take these responsibilities very seriously and this certification complements our existing ISO 27001 Information Security Management System certification.”.

<https://www.shinetechsoftware.co.uk/news/shinetech-software-achieves-cyber-essentials-plus-certification/>

Andy Landsberg, Cyber Security Manager at Frimley Health NHS Foundation Trust says

"We have worked with Shinetech Software over many years and are pleased they have achieved the Cyber Essentials Plus certification in recognition of the controls they have in place and the work they undertake to maintain data security, illustrating their adherence to best practice guidelines."



CYBER ESSENTIALS PLUS

CERTIFICATE OF ASSURANCE

Shinetech Europe Limited

8 Devonshire Square London EC2M 4PL

COMPLIES WITH THE REQUIREMENTS OF THE CYBER ESSENTIALS PLUS SCHEME



NAME OF ASSESSOR : Clive Madders

CERTIFICATE NUMBER : 900aa777-31bf-45c4-8db3-024cabb32487

PROFILE VERSION : 3.1 (Montpellier)

SCOPE : Whole Organisation

DATE OF CERTIFICATION : 2025-04-04

RECERTIFICATION DUE : 2026-04-04

SCAN QR CODE TO VERIFY THE AUTHENTICITY OF THIS CERTIFICATE

CERTIFICATION MARK



CERTIFICATION BODY



CYBER TEC
SECURITY

CYBER ESSENTIALS PARTNER



The Certificate certifies that the organisation was assessed as meeting the Cyber Essentials Plus implementation profile and thus that, at the time of testing, the organisations ICT defences were assessed as satisfactory against commodity based cyber attack. However, this Certificate does not in any way guarantee that the organisations defences will remain satisfactory against a cyber attack.

8 AGREEMENT LINK

This Agreement for the TNA Tool platform supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

NHS TRUST can review the latest version of this Agreement from the “**Terms**” link on the TNA Tool Log In page.

<https://tna.shinotechdigital.co.uk/>

By logging in or otherwise use our services, you agree to this Agreement for the TNA Tool and have the legal authority to enter into this agreement.

NHS TRUST will be deemed to have accepted these terms as amended if **NHS TRUST** continues to use the services after any amendments are made.

Should you have any queries in relation to this Agreement, please contact:

Frank Zhang, UK Managing Director

frankzhang@shinotechsoftware.com

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United Kingdom