

Reference:	FOI.8347.22
Subject:	Magnetic resonance imaging (MRI) cardiovascular post-processing software
Date of Request:	28 February 2022

Requested:

I'm writing to request information regarding the software contracts that the organisation uses for MRI cardiovascular post-processing software.

1. Which NHS England Hospitals use post-processing Cardiac MRI software?
Please discriminate per hospital and department. To help you identify whether any Cardiac MRI software (MRI cardiovascular post-processing software) is in use, please see some examples below (please note this is not a comprehensive list) and note that Cardiac MRI Software is a software that allows dedicated cardiac visualization, analysis, and reporting:

- NeoSoft (SuiteHEART)
- Circle Cardiovascular Imaging (CVI42)
- Medviso (Segment CMR)
- ARTERYS (CardioAI)
- GE Healthcare (CardiacVX)
- Medis Medical Imaging (Medis Suite MR)

Based on Q1 can you please provide for each hospital the following:

2. Name of Supplier: Software provider for each contract?
3. The brand of the software: Actual name of the software. Please do not provide the supplier name again please provide the actual software name.
4. Description of the contract: Can you please provide detailed information about this contract and please state if upgrade, maintenance and support is included. Please also list the software modules included in these contracts.
5. What is the value of the contract? (Please detail what the initial up-front cost of the software platform is, and detail annual or recurring costs in perpetuity i.e. support and maintenance, and professional services invoiced for, be it with the vendor directly and or a third-party)
6. Number of Users/Licenses: What is the total number of user/licenses for this contract?
7. Contract Duration: What is the duration of the contract please include any available extensions within the contract.
8. Contract Start Date: What is the start date of this contract? Please include month and year of the contract. DD-MM-YY or MM-YY.
9. Contract Expiry: What is the expiry date of this contract? Please include month and year of the contract. DD-MM-YY or MM-YY.
10. Contact Details: Contact details of the person within the organisation responsible for this particular software contract (name, job title, email, contact number).

Response:

The information requested relates to NHS hospitals in England. Hywel Dda University Health Board (UHB) is part of NHS Wales. It is an integrated Local Health Board responsible for the planning and provision of primary, community and in hospital services, based on the needs of the local community across three (3) counties and will provide the information it holds in relation to the UHB.

As the costs requested for question 5 relate to third parties, the UHB considers that Section 43 of the FoIA applies, as answering would be Prejudicial to their Commercial Interests. Section 43(2) exempts information, disclosure of which would or would be likely to prejudice the commercial interests of any person, in this case the provider listed above. Commercial interests may be prejudiced where disclosure would, or would be likely to:

- Weaken a company's position in a competitive environment by revealing market sensitive information or information of potential usefulness to its competitors
- Damage a company's business reputation or the confidence that customers/users, suppliers or investors may have in it.

This exemption is qualified; therefore, even if information falls within Section 43, public authorities must then apply the public interest test set out in Section 2(2)(b).

The information can only be withheld if the public interest in maintaining the exemption outweighs the public interest in disclosure.

The UHB has therefore considered the following:

In **favour of disclosure**: There is a public interest in transparency and in the accountability of public funds. Furthermore, it is in the public's interest that public funds be used effectively and that public sector bodies obtain the best value for money when contracting for the provision of services. Private sector bodies engaging in commercial activities with the public sector must expect some information about those activities to be disclosed.

Against Disclosure: Disclosure of this information would have a direct impact and cause substantial harm to the suppliers, as it would disclose their pricing and products/services provided to the UHB, and it would be likely that this would damage their ability to work within a highly competitive sector. The information being requested is likely to be used by their competitors to gain a competitive advantage.

Decision: - The UHB has considered, that releasing the information under the FoIA, to which the UHB is subject, will give an unfair advantage to the suppliers' competitors. The UHB believes that there is wider established public interest in companies not being prejudiced merely because they have contracted with a public sector body, and that there is a public interest in ensuring that there is competition for public sector contracts.

Therefore, the public interest in withholding the costs for the service is greater than the interests in disclosing it and thereby giving unfair commercial advantage to competitors of the company to which this information concerns.

1. The UHB's Radiology Department in Bronglais General Hospital (BGH) uses MR Cardiac Ventricular Function and MR Cardiac Flow Quantification post-processing Cardiac MRI software.

2. The UHB confirms that the post-processing Cardiac MRI software supplier is Siemens.
3. The UHB confirms that the brand of software is Syngo.via.
4. The UHB confirms that the contract is fully comprehensive, inclusive of incident monitoring, telephone support, remote assistance, system health checks, troubleshooting services, access to user forums and meetings, applications training, software updates for licensed functionality purchased, software upgrades for installed functionality and hardware support inclusive of parts.
5. Section 43 exemption applied, as detailed above.
6. The UHB confirms that it has nineteen (19) licences for this contract.
7. The UHB confirms that the contract duration is for five (5) years, with no option to extend.
8. The UHB confirms that the contract start date was 1 February 2020.
9. The UHB confirms that the contract end date is 31 January 2025.
10. The UHB confirms that the person responsible for this contract is Julie Jones, Category Officer (Maintenance Team), Procurement Services in NHS Wales Shared Services Partnership (NWSSP) and can be contacted by telephone on 01639 684415 or by email: Julie.jones28@wales.nhs.uk