

TERMS AND CONDITIONS

**NHS ENGLAND
LIVES SERVICES API CONNECTION AGREEMENT**

A contract is formed between the party who signs below ("**Connecting Party**") and NHS England of 7 & 8 Wellington Place, Leeds LS1 4AJ ("**NHS England**") on the date the Connecting Party signs this document. The "**Connection Agreement**" comprises the following terms and all documents appended to, attached to, referred to or linked to (by URL or otherwise) in: (i) the following terms (including any Appendices or Bespoke Special Terms); (ii) on the Onboarding Web Page and Services Web Pages and supporting repositories maintained by NHS England in relation to the onboarding process and Service(s); and (iii) in any Conformance Documentation. The Connection Agreement shall govern the connection to, and use by the Connecting Party of, the products and services selected in the Services Form below.

By signing the relevant part of the Services Form below the Connecting Party agrees to the terms and conditions of this Connection Agreement and confirms that it has read, understood and agrees to all the information on the selected Services Web Page relating to the Service(s) selected below in the Services Form.

COMPLETION NOTES

Throughout this Connection Agreement, the **Connecting Party must complete or confirm all text / sections formatted in blue highlight**, in applicable clauses or Appendices as indicated on the Services Form.

Connecting Party Name:	[please complete]
Connecting Party Address:	[please complete]
Connecting Party Registered Company number (as displayed GOV.UK, Companies House if applicable):	[please complete]
Signature:	[please complete / embedded picture file acceptable]
Name / Role:	[please complete]
Date:	[please complete]
Email contact for delivery of notices:	[please complete]

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SERVICES FORM

A		B		C	
<p>If Connecting Party is accessing multiple services ensure all are addressed in this table, including any pre-existing services.</p>		<p>Applicable Appendices and Data Protection Terms Note: NHS England to complete Appendix 1A is the End User Organisation Acceptable Use Policy, applicable to <u>all</u> Services and Connecting Parties</p>		<p>Connecting Party's relationship to End Users Note: Connecting Party to complete these columns where Section A is marked with an X. If you have no end user organisation(s) then mark as 'not applicable'</p>	
<p>List of NHS England products and services (and links to relevant Services Web Pages):</p>	<p>Service/s Onboarded (X)</p>	<p>Applicable Appendices Note: NHS England to add 'Bespoke Special Terms apply' if populated at bottom of Table</p>	<p>Connecting Party is a processor for NHS England Appendix 2A applies alongside Processing Instructions</p>	<p>End User Organisation(s)</p> <p>(Note: provide a description of the EUOs, for example Primary care GP's, Pharmacy, Dental, Care homes, Optometry, Secondary care, hospitals, outpatient clinics etc. A complete list by name is not required, however this may be requested at any time (per clause 5.1 a). If there are no EUOs please explain why.)</p>	<p>Data Protection Roles</p> <p>(Note: Provide details of role e.g Processor & Controller, for Connecting Party and, if applicable, EUOs. This information should reflect the SCAL/DOS use case. See also Controllers and processors ICO)</p>
<p>NHS e-Referral Service (e-RS) APIs https://digital.nhs.uk/developer/api-catalogue/e-referral-service-fhir (but not including Application Restricted API)</p>		<p>Appendix 1A applies</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>NHS e-Referral Service (e-RS) API Application Restricted, Unattended Read Access https://digital.nhs.uk/developer/api-catalogue/e-referral-service-fhir</p>		<p>Appendix 1A applies and 3M apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>NHS e-Referral Service (e-RS) API Application Restricted Unattended Write Access https://digital.nhs.uk/developer/api-catalogue/e-referral-service-fhir</p>		<p>Appendix 1A applies and 3M apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>NHS England SMSP-PDS https://digital.nhs.uk/services/spine/spine-mini-service-provider-for-personal-demographics-service (only available to existing users, new users must use PDS FHIR APIs)</p>		<p>Appendices 1A and 3J apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>PDS FHIR APIs https://digital.nhs.uk/developer/api-catalogue/personal-demographics-service-fhir</p> <ul style="list-style-type: none"> Application Restricted Access Healthcare Worker Access Healthcare Worker Access with Update Patient Access 		<p>Appendices 1A and 3J apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>

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<p><i>If Connecting Party is accessing multiple services ensure all are addressed in this table, including any pre-existing services.</i></p> <p>List of NHS England products and services (and links to relevant Services Web Pages):</p>	<p>Service/s Onboarded (X)</p>	<p>Applicable Appendices <i>Note: NHS England to add 'Bespoke Special Terms apply' if populated at bottom of Table</i></p>	<p>Connecting Party is a processor for NHS England <i>Appendix 2A applies alongside Processing Instructions</i></p>	<p>Connecting Party's relationship to End Users <i>Note: Connecting Party to complete these columns where Section A is marked with an X. If you have no end user organisation(s) then mark as 'not applicable'</i></p> <p>End User Organisation(s) (Note: provide a description of the EUOs, for example Primary care GP's, Pharmacy, Dental, Care homes, Optometry, Secondary care, hospitals, outpatient clinics etc. A complete list by name is not required, however this may be requested at any time (per clause 5.1 a). If there are no EUOs please explain why.)</p>	<p>Data Protection Roles (Note: Provide details of role e.g Processor & Controller, for Connecting Party and, if applicable, EUOs. This information should reflect the SCAL/DOS use case. See also Controllers and processors (ICO))</p>
<p>NHS login https://digital.nhs.uk/services/nhs-login/nhs-login-for-partners-and-developers</p>		<p>Appendices 1A and 3C (incl. NHS login partially pre-populated Processing Instructions) apply</p>	<p>Appendix 2A and NHS login partially pre-populated Processing Instructions apply</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>NHS App https://digital.nhs.uk/services/nhs-app/how-to-integrate-with-the-nhs-app</p>		<p>Appendices 1A and 3D apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>NHS App Notifications & Messaging https://digital.nhs.uk/services/nhs-app/how-to-integrate-with-the-nhs-app#nhs-app-integration-functionality</p>		<p>Appendices 1A and 3D apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>Patient Care Aggregator FHIR API (hospital appointment information)</p> <ul style="list-style-type: none"> • Appointments https://future.nhs.uk/system/login?nextURL=%2Fconnect.ti%2FNHSApPatientCareAggregator%2Fview%3FobjectId%3D40937424 		<p>Appendix 1A applies</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>Patient Care Aggregator FHIR API (hospital appointment information)</p> <ul style="list-style-type: none"> • Documents https://future.nhs.uk/system/login?nextURL=%2Fconnect.ti%2FNHSApPatientCareAggregator%2Fview%3FobjectId%3D40937424 		<p>Appendix 1A applies</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>

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<p>If Connecting Party is accessing multiple services ensure all are addressed in this table, including any pre-existing services.</p>	<p>Applicable Appendices and Data Protection Terms Note: NHS England to complete Appendix 1A is the End User Organisation Acceptable Use Policy, applicable to all Services and Connecting Parties</p>		<p>Connecting Party's relationship to End Users Note: Connecting Party to complete these columns where Section A is marked with an X. If you have no end user organisation(s) then mark as 'not applicable'</p>		
<p>List of NHS England products and services (and links to relevant Services Web Pages):</p>	<p>Service/s Onboarded (X)</p>	<p>Applicable Appendices Note: NHS England to add 'Bespoke Special Terms apply' if populated at bottom of Table</p>	<p>Connecting Party is a processor for NHS England Appendix 2A applies alongside Processing Instructions</p>	<p>End User Organisation(s) (Note: provide a description of the EUOs, for example Primary care GP's, Pharmacy, Dental, Care homes, Optometry, Secondary care, hospitals, outpatient clinics etc. A complete list by name is not required, however this may be requested at any time (per clause 5.1 a). If there are no EUOs please explain why.)</p>	<p>Data Protection Roles (Note: Provide details of role e.g Processor & Controller, for Connecting Party and, if applicable, EUOs. This information should reflect the SCAL/DOS use case. See also Controllers and processors ICO)</p>
<p>Patient Care Aggregator FHIR API (hospital appointment information)</p> <ul style="list-style-type: none"> Questionnaires https://future.nhs.uk/system/login?nextURL=%2Fconnect.ti%2FNHSApPatientCareAggregator%2Fview%3FobjectId%3D40937424 					
<p>Patient Care Aggregator FHIR API (hospital appointment information)</p> <ul style="list-style-type: none"> Miv2 https://future.nhs.uk/system/login?nextURL=%2Fconnect.ti%2FNHSApPatientCareAggregator%2Fview%3FobjectId%3D40937424 					
<p>Immunisation History – FHIR API https://digital.nhs.uk/developer/api-catalogue/immunisation-history-fhir#top</p> <ul style="list-style-type: none"> COVID19 vaccination history - Application restricted access COVID19 vaccination history - User restricted access FLU vaccination history - Application restricted access FLU vaccination history - User restricted access 		<p>Appendix 1A and 3N apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>Immunisation FHIR API - consumer https://digital.nhs.uk/developer/api-catalogue/immunisation-fhir-api</p> <ul style="list-style-type: none"> Application restricted User restricted (CIS2) 		<p>Appendix 1A and 3P apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>

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Immunisation FHIR API - provider https://digital.nhs.uk/developer/api-catalogue/immunisation-fhir-api <ul style="list-style-type: none"> Application restricted User restricted (CIS2) 		Appendix 1A and 3P apply	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Electronic Prescription Service (EPS) Prescription Tracker API https://developer.nhs.uk/apis/eps-tracker/		Appendix 1A applies	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Electronic Prescription Service (EPS) HL7 API https://digital.nhs.uk/developer/api-catalogue/electronic-prescription-service-hl7-v3		Appendix 1A applies	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Electronic Prescription Service (EPS) FHIR API https://digital.nhs.uk/developer/api-catalogue/electronic-prescription-service-fhir		Appendix 1A applies	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Electronic Prescription Service (EPS) Prescriptions for Patients FHIR API https://digital.nhs.uk/developer/api-catalogue/prescriptions-for-patients#:~:text=Use%20this%20API%20to%20retrieve%20prescriptions%20data%20for%20individual%20patients		Appendix 1A applies	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Electronic Prescription Service (EPS) Prescription Status Update FHIR API https://digital.nhs.uk/developer/api-catalogue/prescription-status-update-fhir		Appendix 1A applies	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
NHS Care Identity Service 2 (NHS CIS 2) https://digital.nhs.uk/services/care-identity-service/applications-and-services/cis2-authentication		Appendices 1A and 3E (incl. NHS CIS2 partially pre-populated Processing Instructions) apply	Appendix 2A and NHS CIS2 partially pre-populated Processing Instructions apply	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
NEMS DCH - National Event Management Service with Digital Child Health https://digital.nhs.uk/services/digital-child-health		Appendices 1A and 3G (incl. Annex) apply	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
NEMS - National Event Management Service with PDS data https://digital.nhs.uk/services/national-events-management-service		Appendix 1A applies	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
NRL National Record Locator https://digital.nhs.uk/services/national-record-locator		Not applicable	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
UEC Appointment Booking (uses FHIR NHS Scheduling API) https://developer.nhs.uk/apis/uec-appointments/index.html		Appendix 1A applies	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'

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<p>GP Connect https://digital.nhs.uk/services/gp-connect</p> <p>The scope of this agreement is the following GP Connect 'products':</p> <ul style="list-style-type: none"> Appointment Management Access Document Access Record: HTML Access Record: Structured Medications Allergies Immunisations Uncategorised data Consultations Problems Investigations Referrals Diary Entries <ul style="list-style-type: none"> Send Document Update Record 		<p>Appendices 1A and 3B apply</p>	<p>Not applicable</p>	<p>Detailed in GP Connect DPIA</p>	<p>Not applicable</p>
<p>Message Exchange for Social Care and Health (MESH) API https://digital.nhs.uk/developer/api-catalogue/message-exchange-for-social-care-and-health-api</p>		<p>Appendix 1A applies</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>National Care Records Service (NCRS) https://digital.nhs.uk/services/national-care-records-service</p>		<p>Appendices 1A and 3A apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>Child Protection – Information Sharing (CP-IS) https://digital.nhs.uk/developer/api-catalogue/child-protection-information-sharing-hl7-v3</p>		<p>Appendix 1A and 3K apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>Booking and Referral Standard https://digital.nhs.uk/services/booking-and-referral-standard</p> <ul style="list-style-type: none"> Booking Receiver Booking Sender <ul style="list-style-type: none"> Referral Receiver 111 Emergency Dept 999 Clinical Assessment Service GP-Pharmacy CPCS <ul style="list-style-type: none"> Referral Sender 111 Emergency Dept 999 Clinical Assessment Service GP-Pharmacy CPCS 		<p>Appendix 1A applies</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>NHS Notify https://digital.nhs.uk/services/nhs-notify</p>		<p>Appendix 1A and 3O apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>Register with a GP Surgery API https://digital.nhs.uk/developer/api-catalogue/register-with-a-gp-surgery</p>		<p>Appendix 1A applies</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>
<p>Patient Flag API – Female Genital Mutilation Digital Flag https://digital.nhs.uk/services/female-genital-mutilation-information-sharing</p>		<p>Appendix 1A and 3H apply</p>	<p>Not applicable</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>	<p>Connecting Party to complete or state 'Not Applicable'</p>

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Healthcare Worker API https://digital.nhs.uk/developer/api-catalogue/healthcare-fhir-api		Appendix 1A and 3F apply	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Directory of Services - Urgent and Emergency Care - REST API https://digital.nhs.uk/developer/api-catalogue/directory-of-services-urgent-and-emergency-care-rest		Appendix 1A and 3L apply	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Directory of Services - Urgent and Emergency Care - SOAP API https://digital.nhs.uk/developer/api-catalogue/directory-of-services-soap		Appendix 1A and 3L apply	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Validated Relationship Service - FHIR API (Not Patient Facing) https://digital.nhs.uk/developer/api-catalogue/validated-relationship-service		Appendix 1A applies	Not applicable	Connecting Party to complete or state 'Not Applicable'	Connecting Party to complete or state 'Not Applicable'
Ambulance Data Submission - FHIR API https://digital.nhs.uk/developer/api-catalogue/ambulance-analytics-fhir		Appendix 1A applies	Not applicable	<i>Ambulance Analytics Onboarding Lead to complete per Connecting Party</i>	

Note: NHS England to complete/delete as applicable

Bespoke Special Terms for Connecting Party

There are no Bespoke Special Terms applicable to the Connecting Party.

OR

Applicable to all Services

OR

[Bespoke Special Term applicable in respect of enhanced appointments viewing (hospital appointment information) Patient Care Aggregator Service only:

BST1) The Services Web Page details all versions of the Requirements (including those issued as PDF documents and those otherwise known as 'SRS'). The specific version of the Requirements that applies to the Connecting Party, and any specifically agreed amendments or waivers to such Requirements shall be detailed in the Conformance Documentation (as may be updated pursuant to clauses 3.5 or 8).

The Services Web Page details the Patient Care Aggregator Service Change process which shall, pursuant to clause 8.3, apply to Changes to the Requirements.

[Bespoke Special Term applicable in respect of enhanced appointments viewing (hospital appointment information) Patient Care Aggregator Service –Miv2 only:

BST 2) In respect of the Miv2 API the definition of Purpose is deemed amended to "**Purpose**" means the interface of the Connecting Party's product or service with the Service(s) so that the Connecting Party may provide such product or service to the End User Organisation(s), subject to separate terms between such parties, and that is either i) strictly and solely for the purposes of Direct Care; or ii) to enable End User Organisations to comply with the [NHS Wayfinder Services Data Provision Notice \(the current version of which is at NHS Wayfinder Services Data Provision Notice - NHS England Digital](#), as may be amended from time to time) in respect of the submission of data for management information.

To be used for scenarios where the Service consumer is a local partnership of organisations (NHS and/or social care) being represented by one lead public sector organisation (the Connecting Party):

The Connecting Party is a member of [xxxxx] (the "Local Partnership"), and has been appointed by the other members (as may vary from time to time) of the Local Partnership as the lead member of the Local Partnership and lead controller. The Connecting Party as an independent controller confirms that: i) it will only process and disseminate data (to the Local Partnership members and otherwise) in accordance with the law and applicable government and regulators' guidance and policies; and ii) the Local Partnership members have appropriate contracts and arrangements in place between them to enable the Connecting Party to undertake its role as lead member and to support any data sharing or processing. For the avoidance of doubt, nothing in this Connection Agreement will restrict any other Local Partnership member from individually selecting service(s) applicable to it under their own connection agreement. The Connecting Party shall abide by the End User Organisation Acceptable Use Policy (AUP), and shall make other members of the Local Partnership aware of the End User Organisation AUP as required by this Connection Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Connection Agreement:

"Bespoke Special Terms" means any supplemental terms identified as Bespoke Special Terms in the Services Form and which shall be incorporated into this Connection Agreement;

"Caldicott Principles" means the principles developed by Dame Fiona Caldicott for appropriate use of patient information, as amended from time to time;

"Change" means any variation, replacement, addition to or deletion from any aspect of the:

- (a) the Services and their delivery;
- (b) the Requirements;
- (c) the manner and content of the Conformance Documentation required; and
- (d) this Connection Agreement;

"Clinical Safety Incident" means any unintended or unexpected incident which could have led, or did lead, to harm for one or more patients receiving healthcare, where harm is: death, physical injury, psychological trauma and/or damage to the health or well-being of a patient;

"Commencement Date" means the date the Connecting Party accepts the terms of the Connection Agreement by signing the terms;

"Connection Agreement" means all of the terms of this agreement, and all documents referred to or linked to (by URL or otherwise) in: (i) the following terms (including any Appendices or Bespoke Special Terms; (ii) on the Onboarding Web Page and Services Web Pages and supporting repositories maintained by NHS England in relation to the onboarding process and Service(s); and (iii) in any Conformance Documentation;

"Connecting Party" means the organisation providing a product or service that is interfacing with any Service(s);

"Connection Method" the technical method (for example an application program interface) of interfacing with the Service(s);

"Confidential Information" means all information which is disclosed before or after the Commencement Date by one party to the other however conveyed and which: (i) is marked confidential or which is accompanied by a written or oral statement saying that it is confidential or proprietary or (ii) ought reasonably to be considered confidential; and which relates to the business affairs of the party disclosing it (including, products, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and suppliers of the party disclosing it (or other companies within a group of companies owned by or under common ownership of that party)), and all information derived from the above;

"Conformance Documentation" means any information, self-assessment or other documentation or process used to assess or demonstrate the Connecting Party's compliance with this Connection Agreement, including: i) the Supplier Conformance Assessment List ("SCAL") (whether in document or online form) and all information and documents referred to within it; ii) such alternatives to a SCAL as NHS England may require from time to time; iii) any use case approvals; and iv) any demonstrations or prototypes;

"Controller", "Data Subject", "Processor", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the meanings set out in the Data Protection Laws and **"Process"** shall be construed in accordance with the definition of **"Processing"**;

"Data Protection Laws" means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including 'the UK General Data Protection Regulation' ("UK GDPR") and the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, Supervisory Authorities and other applicable government authorities;

"Data Security and Protection Toolkit" means the online self assessment tool and guidance managed by NHS England which reflects the National Data Guardian for Health and Care's data security standards, and enables organisations to measure their performance against such standards;

"Direct Care" means a clinical, social or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering of individuals and does not include activities that contribute to the overall provision of services to a population as a whole or a group of patients, as more particularly described in the most up-to-date published guidance of the National Data Guardian;

"Dispute" means any dispute, difference or question of interpretation arising out of or in connection with this Connection Agreement (including any dispute regarding pre- contractual negotiations, the existence, validity or termination of this Connection Agreement or the consequences of non-existence or invalidity of this Connection Agreement), whether contractual or non-contractual;

"End User Organisation AUP" means the End User Organisation acceptable use policy, being requirements and obligations relating to End User organisations use of the Service(s). A copy is available on the NHS England website, and the version as at 23 February 2024 is set out in Appendix 1A;

"End User Organisation" means any recipient or commissioning body using or commissioning a Connecting Party's products or services which interface with Service(s) (whether directly, or indirectly via an agent or other commissioning body);

"HSSI" (or High Severity Service(s) Incident) sometimes referred to as a 'major incident', is an Incident that causes a serious interruption of business activities. NHS England assesses and defines the severity of an Incident in terms of the urgency and level of adverse impact(s), such as the number of users affected, ability to deliver patient care, data security and/or integrity, reputation and/or financial loss. Incidents with a severity level 1 or 2 are HSSIs;

"HSSI Manager" means an individual who shall be a single point of contact for HSSIs and who possesses the skills, knowledge and experience to resolve incidents in the shortest possible timeframe, and has the authority to convene the relevant experts to meet the objectives of a Multi-Party Intervention;

"ICO" means the UK's Information Commissioner's Office;

"Incident" or "Incidents" means an unplanned interruption to any of the Service(s) or a reduction in the quality of such Service(s);

"Individual End User" means an individual recipient accessing any of the Services using the Connecting Party's products or services which interface with Service(s) as an individual not an organisation;

"Intellectual Property Rights" means: (a) patents, utility models, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not or know-how), registered designs, database rights, design rights, rights in copyright (including moral rights), semiconductor topography rights, mask work rights, and trademarks: (b) all registrations or applications to register any of the rights referred to in paragraph (a); and (c) all rights in the nature of any of the rights referred to in paragraph (a) including continuations, continuations in part and divisional applications, rights in unfair competition and, without prejudice to anything else in this definition, rights to sue for passing-off and rights having the equivalent or similar effect to, and the right to apply for any of the rights listed in this definition, in any country or jurisdiction;

"Multi-Party Intervention" means a real-time/live collaborative sharing of information using telephone, screen sharing and any other appropriate collaboration technologies, where the objective is to resolve in the shortest possible timescale an Incident caused by or impacting multiple parties accessing the Service(s);

"NHS Code" means the NHS Code of Practice on confidential information, as amended from time to time;

"NHS Constitution" means the NHS Constitution for England as amended from time to time;

"Onboarding Web Page" means the NHS England's information repository for this Connection Agreement and the onboarding process (at <https://digital.nhs.uk/services/operations>) (as may be updated from time to time)) containing information about this Connection Agreement and the onboarding process, links to Services Web Pages and details of Changes;

"Prohibited Act" (a) to directly or indirectly offer, promise or give any person working for or engaged by NHS England a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Connection Agreement; (c) an offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud NHS England (including offences by the Connecting Party under Part 3 of the Criminal Finances Act 2017); or (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Purpose" means the interface of the Connecting Party's product or service with the Service(s) so that the Connecting Party may provide such product or service to the End User Organisation(s), subject to separate terms between such parties, and that is strictly and solely for the purposes of Direct Care;

"Requirements" means the requirements as set out in the suite of specifications, policies, guidance and documents outlined on the Services Web Page;

"Restricted Country" means any country other than the United Kingdom;

"Service(s)" means each of the selected products and services on the Services Form, which NHS England makes available and which the Connecting Party is interfacing with;

"Service Bridge" means the NHS England function / team providing support;

"Services Form" means the table (on the front page of these terms) setting out the NHS England products and services available to the Connecting Party, and the terms applicable to each;

"Services Web Page" means NHS England's information repository for each of the Service(s) (as may be shown in the Services Form) containing the Requirements, details of Changes and other information relevant to the connection to and receipt of each Service(s);

"Working Day" means any day other than a Saturday, Sunday or a public or statutory holiday in England and Wales.

1.2 In this Connection Agreement (unless the context requires otherwise):

(a) the words **"including"**, **"include"**, **"for example"**, **"in particular"** and words of similar effect shall not limit the general effect of the words which precede them;

- (b) reference to any agreement, contract, document or deed shall include that document as varied, supplemented or novated from time to time;
 - (c) reference to a party shall, upon any assignment or other transfer that is permitted by this Connection Agreement, be construed to include those successors and permitted assigns or transferees;
 - (d) words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether any of them have separate legal identity);
 - (e) words importing the singular shall include the plural and vice versa;
 - (f) words importing any one gender shall not exclude other genders;
 - (g) the headings are for reference only and shall be ignored when construing this Connection Agreement;
 - (h) reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re- enactment or amendment of the same; and
 - (i) references to a clause are references to the clauses in this Connection Agreement.
- 1.3 If there is any conflict between the terms of this Connection Agreement, the following order of precedence shall apply:
- (a) Bespoke Special Terms;
 - (b) any applicable Appendices to this Connection Agreement;
 - (c) the front end terms of this Connection Agreement;
 - (d) all other information contained on the Services Web Pages and Onboarding Web Page; and
 - (e) the Conformance Documentation.
- 2. TERM**
- The Connection Agreement shall take effect on the Commencement Date and shall continue until terminated in accordance with its provisions.
- 3. CONNECTION CRITERIA & REQUIREMENTS**
- 3.1 In consideration of the provision of the Service(s) by NHS England, the Connecting Party shall comply with its obligations as described in this Connection Agreement.
- 3.2 It is a condition of this Connection Agreement that the Connecting Party shall (and shall procure that all of its contractors, subcontractors and agents shall):
- (a) use the Service(s) for the Purpose only;
 - (b) not cause NHS England to be in breach of any statutory obligations or duties, the NHS Code or DHSC guidance, governing how NHS England may disseminate information or operate;
 - (c) develop and maintain a Connection Method in accordance with the Requirements relevant to the Service(s); and
 - (d) ensure that all statements and representations made to NHS England in relation to this Connection Agreement and the Service(s) are true, accurate and complete, and remain so throughout the duration of this Connection Agreement. The receipt by NHS England of any information or documentation as part of the Conformance Documentation does not represent any accreditation or verification of such information.
- 3.3 The Connecting Party shall remain liable for the act and/or omissions of any third party engaged.
- 3.4 The Connecting Party shall comply at its own cost with the Requirements, Conformance Documentation and any related requirements of this Connection Agreement.
- 3.5 The Connecting Party shall inform NHS England of any changes required to the Conformance Documentation as soon as it becomes aware (or ought reasonably to be aware) of the same, in accordance with clause 8, and shall, on request from NHS England, confirm to NHS England that all Conformance Documentation remains true, accurate and complete, provided that NHS England may request such confirmation: i) upon the Connecting Party onboarding to any additional Service(s); ii) upon onboarding of any additional products or services of the Connecting Party; or iii) in the absence of i) or ii) no more than once every 12 months. The Connecting Party shall provide such information via the portal accessible from <https://digital.nhs.uk/services/partner-onboarding#:~:text=Operations%20page.-,Partner%20changes,-All%20partners%20> or such other process as NHS England may require.
- 3.6 The Connecting Party accepts that NHS England may request evidence of continuing compliance with this Connection Agreement, and may request copies of documentation, design and relevant external certifications, and the Connecting Party shall co-operate, provide all relevant assistance and fulfil such requests within the timescales requested provided the requests and timescales are reasonable.
- 3.7 The Connecting Party represents and warrants that neither it, nor to the best of its knowledge any directors, officers, employees, agents, consultants and contractors of the Connecting Party and/or of any sub-contractor, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 3.8 Each party shall perform its obligations in relation to this Connection Agreement in accordance with all applicable laws, regulations and official government guidance as may be published from time to time.
- 4. RESTRICTIONS**
- 4.1 To protect the availability of the Service(s) as a shared resource for the delivery of health and social care services in England, where (in its sole discretion) NHS England has concerns in respect of the clinical risk, security, information assurance or information governance arrangements of an organisation applying for access or a connection to the Service(s), or NHS England's vires, it reserves the right to:
- (a) modify a Service(s);
- (b) refuse access to a Service(s);
- (c) restrict or modify access to a Service(s); and/or
- (d) suspend access to a Service(s),
- and where reasonably possible in the circumstances, NHS England shall endeavour to give prior notice to the Connecting Party of such action.
- 4.2 The Connecting Party shall not (and shall ensure that any third parties acting on its behalf shall not) use the Service(s) in a manner that (in NHS England's reasonable opinion) constitutes:
- (a) excessive use beyond fair usage volumes and/or a breach of usage policies published by NHS England from time to time;
- (b) a failure to comply or is inconsistent with any reasonable instructions provided by NHS England from time to time; and/or
- (c) a failure to comply with the standards expected of a Connecting Party of clinical IT services in relation to security and/or Clinical Safety Incidents, including but not limited to compliance with DCB0129 (as updated).
- 4.3 Any person who makes use of the Service(s) does so entirely at their own risk and NHS England assumes no duty of care or other legal liability or responsibility to any person who makes use of the Service(s) for any loss or damage suffered by them as a result of such use, nor shall NHS England be liable to contribute to or otherwise share in any liability to compensate any third party harmed as a result of the usage of the Service(s).
- 4.4 The Service(s) are provided on an "as is" and "as available" basis without (to the extent permitted by law) any warranty or representation of any kind either express or implied (including the implied warranties of merchantability and fitness for a particular purpose).
- 4.5 Subject to clause 4.6:
- (a) NHS England shall not be liable for any direct, special, indirect or consequential losses and/or damages nor for any loss (whether direct or indirect) of use, data, business or profits arising out of or in connection with this Connection Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not NHS England has been advised of the possibility of such loss or damage; and
- (b) NHS England's liability in respect of all Services, in each 12 month period (starting on the date this Connection Agreement was signed by the Connecting Party and each anniversary thereafter), in respect of losses incurred under or in connection with this Connection Agreement, shall in no event exceed the sum of £100,000.
- 4.6 Neither Party limits its liability under this Connection Agreement for:
- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation by it or made on its behalf; or
- (c) any liability to the extent it cannot be limited or excluded by law.
- 4.7 The Connecting Party's liability under this Connection Agreement shall be unlimited for all damages, losses, claims and demands, including liability pursuant to the indemnities in clause 6.4(g) and/or paragraph 11 of Appendix 2A for monetary penalty notices arising from enforcement by a Supervisory Authority and/or monetary sums claimed by Data Subjects.
- 4.8 The Connecting Party shall not be liable for:
- (a) any indirect, special or consequential loss; or
- (b) any loss of profits, turnover, sales, revenue, anticipated savings, business opportunities or damage to goodwill (in each case whether direct or indirect);
- provided that the Connecting Party acknowledges that NHS England may, amongst other things, recover from the Connecting Party the following losses incurred under or in connection with this Connection Agreement:
- (c) any additional operational and/or administrative costs and expenses incurred and evidenced as a result of the Connecting Party's default, including costs relating to time spent by or on

- behalf of NHS England in dealing with the consequences of the default;
- (d) any wasted expenditure or charges incurred and evidenced;
 - (e) any compensation or interest paid to a third party; and/or
 - (f) any fine or penalty incurred pursuant to law and any costs incurred in defending any proceedings which result in such fine or penalty.
- 4.9 The Connecting Party shall not make any press announcements or publicise this Connection Agreement or its contents in any way without the prior written consent of NHS England.
- 4.10 Each party acknowledges to the other that nothing in this Connection Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party (including the Service(s) and the Connecting Party's products and services) and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.
- 5. END USER ORGANISATIONS**
- 5.1 Other than to the extent agreed in writing and as stated in the Services Form, the Connecting Party is fully accountable and responsible for the identification, onboarding and management of all End User Organisations (including for the service, management and delivery of its services), and shall:
- (a) upon request from NHS England, provide to NHS England the identity and details of all End User Organisations associated with any Service(s) within such reasonable timescales as NHS England may request;
 - (b) ensure that all End User Organisations are made aware of the End User Organisation AUP; and
 - (c) ensure that all End User Organisations are provided (upon request) with the Requirements and Conformance Documentation.
- 5.2 Where Individual End Users access the Connecting Party's products and services directly the Connecting Party is fully accountable and responsible for delivery of its services to any such Individual End Users.
- 5.3 In some circumstances an End User Organisation may have a lead role and accordingly: i) be authorised to act for a number of End User Organisations and ii) take responsibility for disseminating the obligations set out in the AUP to the other End User Organisations. Where this is the case the Connecting Party can meet its obligations pursuant to clause 5.1(b) by meeting them in respect of any such lead End User Organisation.
- 5.4 The Connecting Party shall not include any terms in its arrangements with End User Organisations or Individual End Users which conflict with this Connection Agreement or the End User Organisation AUP.
- 5.5 If an End User Organisation does not comply with the End User Organisation AUP, NHS England may itself, or may require the Connecting Party to, disconnect the End User Organisation and/or suspend the End User Organisation's access to the Connecting Party's products or services, or otherwise, to the extent necessary so that the End User Organisation cannot receive the benefit of the Service(s).
- 6. DATA PROTECTION RELATIONSHIP BETWEEN CONNECTING PARTY AND END USER ORGANISATION(S)**
- 6.1 The terms set out below shall apply in relation to any Processing carried out by the Connecting Party pursuant to its provision of its products and services which interface with Service(s) (whether directly, or indirectly via an agent or other commissioning body) to End User Organisations and Individual End Users.
- 6.2 Where acting as a Processor on behalf of a third party Controller, the Connecting Party shall:
- (a) comply with its obligations as a Processor under the Data Protection Laws;
 - (b) ensure that it has entered into with the relevant Controller(s) legally binding terms governing the Processing in accordance with the requirements of Article 28(3) of the UK GDPR, and shall comply with such terms ("**Controller-Processor Terms**"); and
 - (c) not Process or otherwise transfer or permit the transfer of any Personal Data in or to any Restricted Country unless this is expressly permitted by the Controller-Processor Terms..
- 6.3 Where acting as a Controller, the Connecting Party shall comply with its obligations as a Controller under the Data Protection Laws and with the terms of any agreement relating to its Processing of Personal Data that it has entered into with the relevant End User Organisation(s). Where the Connecting Party is acting as a joint Controller with any other organisation, the Connecting Party shall ensure that it complies with the requirements of Article 26 of the UK GDPR
- 6.4 Regardless of its role (Controller or Processor) in Processing any Personal Data the Connecting Party shall:
- (a) ensure that any transfer of Personal Data to a Restricted Country (including pursuant to paragraph 6.2(c)) is permitted under, and complies with, the requirements of, the Data Protection Laws;
 - (b) ensure it has robust business continuity management plans and supporting procedures;
 - (c) abide by the Caldicott Principles; and not do anything which would cause NHS England or the End User Organisation to be in breach of the NHS Code or the NHS Constitution;
 - (d) be and remain fully registered with the Data Security and Protection Toolkit with a current

- latest status rating of at least ‘standards met’ or (where applicable) of ‘approaching standards’ and comply with the Data Security and Protection Toolkit incident reporting requirements in respect of, and notify NHS England of, any Personal Data Breach affecting the Personal Data as soon as the Connecting Party discovers such Personal Data Breach and provide such information and cooperation as may be required, and shall procure that all its contractors, subprocessors and agents meet the requirements of this sub-clause (d);
- (e) comply with its obligations under the Network and Information Systems Regulations 2018 to the extent applicable to its performance of this Connection Agreement or provision of the relevant products or services;
- (f) comply (and shall procure that all its contractors and subcontractors) comply with NHS England’s cyber security guidance and policy (where available) as set out on the NHS England’s web site; and
- (g) indemnify NHS England, and keep NHS England indemnified, against damages, costs, claims, demands, expenses, professional costs, charges and/or monetary penalty notices arising from enforcement by a Supervisory Authority and/or assertion of rights by Data Subjects, arising from a breach by the Connecting Party of the Data Protection Laws and/or the data processing provisions set out in this Connection Agreement.
- 6.5 Should the Connecting Party’s product or service require identity verification of an Individual End User the Connecting Party shall comply with DCB3051 (Identity Verification and Authentication Standard for Digital Health and Care Services) (as may be amended or replaced from time to time).
- 6.6 The parties agree to take account of any guidance issued by a Supervisory Authority.
- 6.7 The Connecting Party warrants that it has and its agents and employees have the necessary legal authority in any country where any Processing of Personal Data is authorised to take place under this Connection Agreement, the Controller-Processor Terms and/or any agreement of the kind referred to in paragraph 6.3, and undertakes to comply with any of the Data Protection Laws which is applicable in such country.
- 7. SERVICE MANAGEMENT**
- 7.1 The Connecting Party shall reasonably collaborate with NHS England and third parties also connecting to the Service(s) to help investigate and resolve Incidents.
- 7.2 The Connecting Party shall provide a suitable service desk and support model during its documented support hours for the reporting, management, and communication related to Incidents.
- 7.3 The Connecting Party shall publish an appropriate escalation and complaints process for use by third parties connecting to the same Service(s).
- 7.4 The Connecting Party shall:
- (a) notify NHS England of HSSIs which it becomes aware of, which impact the Service(s), or the integration of those Service(s) and such notification shall include as a minimum the minimum data set as required by NHS England; and
- (b) provide NHS England with updates on the status of each reported HSSI and such update shall include as a minimum the minimum data set as required by NHS England until resolution.
- 7.5 If NHS England defines an Incident as a HSSI, the Connecting Party shall co-operate and engage as required irrespective of its own definition and assessment of the severity of the Incident.
- 7.6 The Connecting Party may request that NHS England convenes a Multi-Party Intervention where, acting reasonably, the Connecting Party determines that it cannot reasonably bring all relevant and necessary parties together to resolve an Incident.
- 7.7 The Connecting Party shall ensure that a HSSI Manager is available to cover its defined documented support hours. Upon request from the Service Bridge, the Connecting Party’s on duty HSSI Manager shall attend and contribute to a Multi-Party Intervention within 30 minutes of notification by the Service Bridge.
- 7.8 The Connecting Party shall during its documented support hours report all Clinical Safety Incidents that are not defined as HSSI and are deemed to impact the Service(s) within 48 hours of becoming aware of the Clinical Safety Incident. NHS England will provide a recommendation to the Connecting Party if it deems that the reported Clinical Safety Incident is not a Clinical Safety Incident.
- 8. CHANGE MANAGEMENT**
- 8.1 If the Connecting Party intends to or does make changes to its products and services and such changes could reasonably be expected to impact the Service(s), the Connecting Party’s use of the Services, any End User Organisations or the Conformance Documentation the Connecting Party shall:
- (a) comply with the relevant NHS England service management processes and procedures regarding notification of such changes; and
- (b) update the Conformance Documentation as necessary such that the same remain true, accurate and complete.
- 8.2 NHS England is providing standard services to the Connecting Party and, subject to clauses 8.3 to 8.7, NHS England may, from time to time, make Changes.

- 8.3 In the event that a particular Service has a specific change management process to address Changes to the relevant Service, its delivery or to the relevant Requirements such change management process shall be detailed on the specific Services Web Page, and shall be complied with by both NHS England and the Connecting Party.
- 8.4 In the event that a particular Service does not have a specific change management process NHS England will publish to the specific Services Web Page:
- (a) full details of each Change; and
 - (b) an effective date for each Change.
- 8.5 NHS England will publish to the Onboarding Web Page, in respect of any Changes to the manner and content of the Conformance Documentation required or to this Connection Agreement;
- (a) full details of each Change; and
 - (b) an effective date for each Change.
- 8.6 It is the Connecting Party's responsibility to monitor the Services Web Pages and Onboarding Web Page for details of all Changes.
- 8.7 NHS England's will follow any notice periods in any specific change management process for any Service and otherwise provide reasonable notice between publication of any Change and its effective date, provided that NHS England reserves the right to make urgent Changes in instances where genuine emergency conditions are considered to be appropriate, such as:
- (a) national information, data or cyber security incidents as classified by the appropriate body; and
 - (b) inappropriate, incorrect or missing drug or patient safety guidelines/alerts and other clinical safety issues and incidents as determined by an appropriate body.
- 8.8 From the effective date applicable to any Change:
- (a) such Change shall be in full force and effect and supersede all previous versions; and
 - (b) the Connecting Party shall comply with such Change, including making any necessary changes to its products and services and to the Conformance Documentation.
- 8.9 In the period between a Change being published on the Services Web Page or Onboarding Web Page and the relevant effective date the Connecting Party may elect to comply with the Change.
- 8.10 Any variation, replacement or deletion to: i) the Services onboarded in column A of the Services Form; ii) the information in column C of the Services Form; or iii) any Bespoke Special Term in the Services Form; shall not be binding upon the parties unless it is in writing and agreed on behalf of both parties to this Connection Agreement.

9. LICENCES

9.1 NHS England hereby grants to the Connecting Party a non-exclusive, non-transferable, royalty free, revocable licence to connect, access and use the Service(s) and any related information, data or documentation provided by NHS England to the Connecting Party for the duration of the Connection Agreement, for the Purpose only. On termination or expiry of this licence, the Connecting Party shall comply with NHS England's instructions in relation to the destruction or return of any such materials.

9.2 The Connecting Party hereby grants to NHS England a non-exclusive, transferable, royalty free, irrevocable, perpetual licence to use any information, data or documentation provided in relation to this Connection Agreement and/or the Service(s) by the Connecting Party to NHS England for any purpose associated with the management or provision of this Connection Agreement, the Service(s) and/or any other national IT services or infrastructure managed by NHS England.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights created and developed by NHS England which subsist or are used in, or in connection with, the Service(s) and Services Web Page will be the absolute property of and will vest and remain vested in NHS England. The Connecting Party acknowledges and accepts that NHS England publishes standard APIs for connecting to its Service(s) and that there are limited methods to meet the API requirements and as such, the intellectual property rights relating to such methods will not vest solely with the Connecting Party.

10.2 The Connecting Party shall not use NHS England's name, logo or brand, or any other NHS names, logos or branding without the prior written consent of the relevant owner, and in each case, only as permitted by the NHS identity guidelines (<https://www.england.nhs.uk/nhsidentity/>).

11. SECURITY AND DATA PRIVACY

11.1 NHS England shall review the role of the Connecting Party in relation to the processing of personal data prior to the Connecting Party entering into this Connection Agreement. If NHS England identifies a compliance issue, this shall be raised with the Connecting Party and any relevant End User Organisations and/or commissioning body. Where identified in the Service Form, the supplemental terms set out in the relevant section(s) of Appendix 2 shall apply.

11.2 The Connecting Party must, when integrating with the Service(s), exercise reasonable and appropriate security measures in alignment with the <https://www.security.gov.uk/policy-and-guidance/secure-by-design/principles/>

11.3 The Connecting Party must notify NHS England if it becomes aware of any actual or possible security issues associated with the Service(s).

11.4 The Connecting Party must not integrate with the Service(s):

- (a) in a way that could damage, disable, overburden, impair or compromise NHS England's systems,

Service(s), or security or interfere with other users; or

- (b) to knowingly transmit any data, send or upload any material designed to adversely affect the operation of any computer software or hardware.

12. CONFIDENTIALITY

12.1 This Connection Agreement is not confidential and does not contain any Confidential Information. Accordingly NHS England may publish the name and a brief description of the Connecting Party and its products and services which are using the Services. Subject to the provisions as set out in this paragraph 12, each party may however give Confidential Information to the other party and in such cases, subject to other provisions in this Connection Agreement, all Confidential Information given by one party to the other, or otherwise obtained or developed by one party relating to the other, shall be kept secret and confidential by the receiving party for the duration of this Connection Agreement plus 3 years following its termination or expiry and shall not be used or disclosed without the prior written consent of the other party other than for the purposes of the proper performance of this Connection Agreement.

12.2 The obligations of confidentiality in this clause 12 shall not extend to any matter which the receiving party can show:

- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Connection Agreement;
- (b) was independently disclosed to it by a third party entitled to disclose the same; or
- (c) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

12.3 For the avoidance of doubt, NHS England may disclose the Connecting Party's Confidential Information:

- (a) to the Department of Health and Social Care, and to any other commissioners of Direct Care and/or any health or social care body or organisation whose remit relates to Direct Care;
- (b) to any central government body;
- (c) to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- (d) if NHS England (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- (e) on a confidential basis to exercise its rights or comply with its obligations under this Connection Agreement; and/or

- (f) on a confidential basis to a proposed transferee, assignee or novate of, or successor in title to, NHS England.

12.4 References to disclosure 'on a confidential basis' will mean disclosure subject to a confidentiality agreement or arrangement containing the same obligations as those placed on NHS England.

12.5 The reference in this clause 12 to central government bodies shall include the following sub categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; and
- (d) Executive Agency.

12.6 In relation to NHS England's obligations under the Freedom of Information Act 2000 and/or Central Government transparency requirements, the Connecting Party hereby gives its consent for NHS England to: (i) publish to the general public; and/or (ii) disclose to a specific requester or requesters, the Confidential Information. NHS England shall, prior to publication, take reasonable steps to consult with the Connecting Party on the manner and format of publication and to inform the Connecting Party of its decision regarding any redactions but NHS England shall have the final decision in its absolute discretion and the Connecting Party acknowledges that NHS England may be required to disclose Confidential Information without consulting the Connecting Party.

13. REMEDIATION

13.1 Where the Connecting Party fails to meet the Requirements and/or is otherwise in breach of its obligations under this Connection Agreement, then the Connecting Party shall (if requested by NHS England) agree a remediation plan with NHS England in reasonable timescales and will provide evidence of the actions taken as part of the remediation plan at specified points during the period agreed for implementation of the remediation plan.

13.2 Unless otherwise agreed, the period for implementation of the remediation plan shall be 30 days.

14. TERMINATION

14.1 If the Connecting Party is in breach of obligations under this Connection Agreement then NHS England shall be entitled to require a remediation plan as described in clause 13 and/or suspend the Connecting Party's ability to on board new End User Organisations and/or suspend access to the Service(s) and/or terminate any or all of the Service(s) and/or terminate this Connection Agreement.

14.2 NHS England reserves the right to inform the Connecting Party's End User Organisations of the pending suspension and termination.

14.3 NHS England may, on 30 days written notice to the Connecting Party terminate this Connection Agreement and the Connecting Party's access or integration with the Service(s).

14.4 Subject to complying with clause 14.5, the Connecting Party may terminate this Connection Agreement and its access or integration with the Service(s):

(a) on written notice to NHS England with effect from the date any Change comes into full force and effect in accordance with clause 8; or

(b) at any time on 30 days written notice to NHS England.

14.5 The Connecting Party shall comply with any exit or offboarding requirements as NHS England may reasonably specify.

14.6 The termination or expiry of this Connection Agreement shall not affect any provision of the Connection Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry. The suspension or termination of a Service(s) shall not affect the continuation of other Services to the Connecting Party if NHS England deems this to be appropriate.

15. NOTICES

All notices given by one party to the other under this Connection Agreement shall be in writing and sent to the following email addresses or such further email address as the relevant party shall nominate from time to time:

Connecting Party: the email address given on page 1 of this Connection Agreement;

NHS England: liveserviceonboarding@nhs.net

16. DISPUTE RESOLUTION

16.1 If a Dispute arises out of or in connection with this Connection Agreement, then the matter shall be escalated to authorised senior officers. If the escalation to authorised senior officers does not resolve the Dispute within 5 Working Days, then either party shall give to the other written notice of the Dispute, setting out its nature, together with supporting documentation and shall attempt in good faith to resolve the Dispute.

16.2 Nothing shall prevent either party from seeking urgent injunctive relief from the courts nor from following alternative dispute resolution such as mediation or expert determination to resolve a Dispute if the parties agree and/or if it is prescribed in the Requirements as a process for Dispute resolution for the relevant Service(s).

17. RELATIONSHIP OF THE PARTIES

Nothing in this Connection Agreement is intended to create a partnership, joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other.

18. WAIVER AND CUMULATIVE REMEDIES

18.1 No failure or delay by either party to exercise any right or remedy existing under, or in connection with, this Connection Agreement (collectively, any "action") will act as a waiver, or otherwise prejudice or restrict the rights of that party, in relation to that action or any other contemporaneous or future action.

18.2 The rights and remedies arising under, or in connection with, this Connection Agreement are cumulative and, except where otherwise expressly provided in this Connection Agreement, do not exclude rights and remedies provided by law or otherwise.

19. THIRD PARTIES

19.1 A person who is not NHS England or the Connecting Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Connection Agreement. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

19.2 The rights of the parties to rescind or vary this Connection Agreement are not subject to the consent of any other person or entity.

20. SEVERANCE

20.1 If any provision of this Connection Agreement is or becomes illegal, invalid or unenforceable in any respect, it shall not affect or impair the legality, validity or enforceability of any other provision of this Connection Agreement.

20.2 If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.

21. ASSIGNMENT AND NOVATION

21.1 NHS England may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Connection Agreement to:

(a) any central government or NHS body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by NHS England; or

(b) any body which substantially performs the functions of NHS England,

and the Connecting Party shall, at NHS England's request, enter into a novation agreement in such form as NHS England shall reasonably specify in order to enable NHS England to exercise its rights pursuant to this paragraph 21.

21.2 The Connecting Party may not, without the prior written consent of NHS England, sub-licence, transfer, assign, novate or otherwise deal with its rights or obligations under this Connection Agreement in whole or in part to any third party.

22. ENTIRE AGREEMENT

22.1 This Connection Agreement constitutes the entire understanding between the parties relating to the Service(s) and supersedes and cancels all prior written and oral agreements, connection agreements (including any previously agreed Bespoke Special Terms) and understandings with respect to the subject matter of this Connection Agreement.

22.2 Nothing in this Connection Agreement shall restrict or exclude any party's liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

23. GOVERNING LAW AND JURISDICTION

This Connection Agreement and any Dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. Subject to section 9 of the NHS Act 2006, each party hereby submits to the exclusive jurisdiction of the courts of England over any Dispute arising out of or in connection with this Connection Agreement.

SAMPLE

APPLICABLE TO ALL SERVICES AND CONNECTING PARTIES

APPENDIX 1A TO THE NHS ENGLAND CONNECTION AGREEMENT

The Connecting Party shall incorporate or otherwise alert the End User Organisations to the End User Organisation AUP as updated from time to time. A copy is available on the NHS England's website <https://digital.nhs.uk/services/operations>, but the current version is set out below.

End User Organisation Acceptable Use Policy for use of NHS England Services which transact Personal Data

The Connecting Party has signed a Connection Agreement with NHS England. The Connecting Party's products or services integrate or make use of Service(s) provided by NHS England. This End User Organisation AUP has been drafted to support the provision of the Connecting Party's products and services to the End User Organisation in relation to the integration or use of Service(s).

NHS England recognises that there could be many arrangements in relation to different products and services provided by the Connecting Party and their delivery of, access to and receipt of NHS data.

It is recognised that:

- 1) not all Connecting Parties will have End User Organisations associated with all Services;
- 2) in some circumstances a lead public sector End User Organisation will be authorised to act for a number of End User Organisations, and takes responsibility for disseminating the obligations set out in this End User Organisation AUP to the other End User Organisations and individuals within them;
- 3) the Connecting Party's products or services may be delivered by the Connecting Party directly to Individual End Users.

STATUS

- This End User Organisation AUP shall govern connection to and use of the Services by all End User Organisation(s).

End User Organisation Obligations:

- End User Organisations shall only share data in accordance with the law and applicable DHSC, government and regulators' guidance and policies.
- End User Organisations cannot receive data unless they are and remain fully registered with the [Data Security and Protection Toolkit](https://www.dsptoolkit.nhs.uk/) <https://www.dsptoolkit.nhs.uk/> and have a current latest status rating of at least 'standards met' or (where applicable) of 'approaching standards'.
- End User Organisations are responsible for (together with any End User Organisation which is the public sector commissioning entity where relevant): choosing the Connecting Party's products and services; ensuring that the Connecting Party's products and services meet its requirements and are secure, clinically safe and legally compliant; ensuring that the Connecting Party provides updates to and maintains its products and services, provides helpdesk and incident management services and shares any incidents impacting Services with NHS England; all arrangements with the Connecting Party for the testing, local assurance, acceptance and deployment to the End User Organisation of the Connecting Party's products and services; onboarding, service management and delivery of the Connecting Party's products and services to Individual End Users.
- End User Organisations are responsible for compliance with DCB0160 (as updated), including but not limited to management of clinical risk including establishment of a framework within which the clinical risks associated with the deployment and implementation of a new or modified health IT system are managed, its local Hazard Log, management of risks transferred by the Connecting Party and implementation of appropriate mitigation actions and controls.

- NHS England may ask the Connecting Party to provide contact information and summary information in relation to its End User Organisations. For example, to understand users of the Services and in circumstances where there is a service interruption, or a data breach, or a clinical risk issue associated with the data. End User Organisations must co-operate in the provision of such information on request from the Connecting Party.
- End User Organisations shall use the Service(s) in a manner that is consistent and compliant with this End User Organisation AUP. The End User Organisation shall ensure that the content of this End User Organisation AUP is disseminated to all staff, employees or contractors and shall incorporate it into training (where relevant).
- End User Organisations shall not include any terms in its arrangements with Individual End Users which conflict with the Connection Agreement or this End User Organisation AUP.
- To note, if an End User Organisation does not comply with its End User Organisation AUP, NHS England may itself, or may require the Connecting Party to disconnect the End User Organisation and/or suspend the End User Organisation's access to the Connecting Party's products or services, or otherwise, to the extent necessary to protect the Services as a whole.
- End User Organisations shall:
 - use the Services and the Connecting Party's products or services for their lawfully intended purposes only.
 - not use any of the Services and the Connecting Party's products or services in a way that could damage, disable, overburden, impair or compromise security of any system, service or product.
 - co-operate with investigations and resolution of clinical safety, data protection and/or security incidents reported by the End User Organisation, an Individual End User or the relevant Connecting Party to NHS England.
 - not knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Connecting Party Obligations:

- The Connecting Party shall only process personal data in accordance with the law and applicable DHSC, government and regulators' guidance and policies.
- The Connecting Party is fully accountable and responsible for the identification, onboarding and management of its End User Organisations (including for the service, management and delivery of its services to End User Organisations and Individual End Users), unless agreed otherwise with NHS England.
- The Connecting Party is responsible for bringing these terms to the attention of End User Organisations and Individual End Users, unless agreed otherwise with NHS England.
- NHS England is not responsible for verifying the terms of the Connecting Party's arrangements with the End User Organisations. In particular the terms and conditions governing security, information governance, clinical safety and any other applicable regulatory or compliance topics are detailed in the Connecting Party's contract with the commissioning party (which may also be the/one of the End User Organisation(s)).
- The Connecting Party shall, upon request from NHS England, provide to NHS England the identity and details of all End User Organisations associated with any Service(s) within such reasonable timescales as NHS England may request.
- The Connecting Party shall not include any terms in its arrangements with End User Organisations or Individual End Users which conflict with this End User Organisation AUP.

- The Connecting Party must provide the End User Organisation, on request, with details of the requirements, specifications, policies, guidance and documents associated with the Connection Agreement and any conformance documentation (being any information, self-assessment or other documentation used to assess or demonstrate the Connecting Party's compliance with the Connection Agreement, including the supplier conformance assessment list (SCAL), or such alternatives as NHS England may require from time to time).

NHS England's Role:

- NHS England provides access to its Services for the benefit of health and social care in England.
- NHS England has not carried out any assurance or testing of the Connecting Party's products or services as being suitable for the End User Organisation's intended use or purpose. NHS England will carry out a conformance assessment of the Connecting Party's connection method, against the requirements of the Service the End User Organisation wishes to connect to.
- NHS England shall have no responsibility for the management or enforcement of End User Organisation's / commissioning party's contract(s) for the provision of products and services by the Connecting Party.
- There are no service levels associated with the NHS England provision of Services, and there may be Service interruptions from time to time. NHS England does not provide anyone (including End User Organisations, Individual End User or the Connecting Party) with any commitment with regards to performance.
- End User Organisations understand the circumstances in which access to the Connecting Party's products and services may be altered or suspended due to the Connecting Party's failure to comply with this Connection Agreement.

UK GDPR and Data Protection Act 2018

- NHS England has a general role to support the wider NHS and the need to respect and promote the privacy of recipients of health services and of adult social care in England under the terms of the Health and Social Care Act 2012. It is generally the case that the Connecting Party is not the controller of the data received from NHS England, and rather it is the processor providing services to public sector entities. NHS England will make basic enquiries regarding the role of the Connecting Party in relation to the management of confidential and personal data. These enquiries do not replace the End User Organisation's (and any commissioning party's) role in ensuring that the Connecting Party is meeting its responsibilities in law.
- The End User Organisation shall ensure it does all that is required to comply with UK GDPR and the Data Protection Act 2018, and shall conduct any data protection impact assessments required in connection with any processing in accordance with article 35 of the UK GDPR, and
 - where the End User Organisation is joint controller with the Connecting Party, in particular it remains responsible for putting in place an arrangement which complies with the requirements of article 26 of the UK GDPR,
 - where the End User Organisation is the independent controller of the data received and the Connecting Party is the processor, in particular it remains responsible for putting in place a written contract that complies with the requirements of article 28(3) of the UK GDPR.
- The End User Organisation (together with any commissioning party) shall, and shall ensure the Connecting Party shall, abide by the Caldicott Principles, NHS Code and the NHS Constitution.
- The End User Organisation shall comply with the [Data Security and Protection Toolkit](#), cyber security guidance and policy. All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good data security and that personal information is handled correctly. It shall notify of incidents in accordance with Data Security and Protection Toolkit guidance and the Data Security and Protection Incident Reporting Tool. It shall cooperate with NHS England in relation to any management of a personal data breach incident.

- If the Connecting Party's products or services require identity verification of an Individual End User, the End User Organisation shall comply with DCB3051 (Identity Verification and Authentication Standard for Digital Health and Care Services) (as may be amended or replaced from time to time).

Confidentiality

- This End User Organisation AUP is not confidential, does not contain any confidential information, and may be published.

Variation

- NHS England is providing standard services and may need to make changes to the scope and delivery of those Services from time to time.
- NHS England is providing government services, and as such these may be cancelled at any time.
- NHS England may vary, replace or delete any part of this End User Organisation AUP and any of the documents referred to in it. Each varied End User Organisation AUP shall be effective from its date of publication.

Terms used in this End User Organisation AUP:

- "Connection Agreement" means the agreement signed by and between the Connecting Party and NHS England;
- "Connecting Party" means the supplier of products or services;
- "End User Organisation" means any recipient or commissioning body using or commissioning a Connecting Party's products or services which interface with Service(s) (whether directly, or indirectly via an agent or other commissioning body);
- "End User Organisation AUP" means this End User Organisation acceptable use policy;
- "Individual End User" means an individual recipient accessing any of the Services using the Connecting Party's products or services which interface with Service(s) as an individual not an organisation;
- "Service(s)" means each of the selected products and services identified on the Services Form, which NHS England makes available and with which the Connecting Party is interfacing.

If you are an End User Organisation and have any questions about this End User Organisation AUP, please contact NHS England at: liveserviceonboarding@nhs.net

APPENDIX 2A TO THE NHS ENGLAND CONNECTION AGREEMENT

DATA PROCESSING SPECIAL TERMS: WHERE CONNECTING PARTY IS PROCESSOR FOR AND ON BEHALF OF NHS ENGLAND AS CONTROLLER

The terms set out in this Appendix 2A ("**Processor Terms**") shall apply where it has been determined by the parties that the Connecting Party is acting as a Processor (i.e., for and on behalf of NHS England) in respect of Personal Data it Processes pursuant to this Connection Agreement.

The terms set out in this Appendix 2A govern only the Processing of Personal Data of which NHS England is Controller, for the Purpose. Processing of Personal Data carried out by the Connecting Party for the purposes of providing products or services to an End User Organisation, Individual End User or other third party shall be subject to and governed by separate data protection terms (Controller to Processor, Controller to Data Subject, Controller to Controller or joint Controller terms as appropriate) between the Connecting Party and the relevant End User Organisation, Individual End User or other third party.

1. In this Appendix:

"Controller", "Data Subject", "Processor", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the meanings set out in the Data Protection Laws and **"Process"** shall be construed in accordance with the definition of **"Processing"**;

"Caldicott Principles" means the principles developed by Dame Fiona Caldicott for appropriate use of patient information, as amended from time to time;

"Data Protection Laws" means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including 'the UK General Data Protection Regulation' ("**UK GDPR**") and the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, Supervisory Authorities and other applicable government authorities;

"ICO" means the UK's Information Commissioner's Office;

"NHS Constitution" means the NHS Constitution for England as amended from time to time;

"Processing Instructions" means the form setting out details of Processing, Data Subjects, Personal Data, retention, return and DPO in respect of specific Processing;

"Restricted Country" means any country other than the United Kingdom;

2. The parties acknowledge that:

2.1 where any Personal Data is Processed in connection with this Connection Agreement, the Connecting Party shall be acting as a Processor and NHS England as a Controller;

2.2 the provisions of this Appendix 2A govern only the Processing of Personal Data of which NHS England is Controller, for the purposes of enabling the Connecting Party to access the Service(s); and

2.3 Processing of Personal Data carried out by the Connecting Party for the purposes of providing products and services to an End User Organisation, Individual End User or other third party shall be subject to and governed by separate data protection terms between the Connecting Party and the relevant End User Organisation, Individual End User or other third party, and the Connecting Party shall ensure that such terms are in place.

3. The Processing Instructions set out the details of the Processing, as required by Article 28(3) of the UK GDPR, and reflects the only Processing which the Connecting Party is permitted to carry out pursuant to this Connection Agreement.

3.1 For certain Services (indicated on the Services Form), Processing Instructions are presented pre-populated as an Annex to the Appendix for the specific Service. In this case, the Connecting Party shall complete the contact details in the Annex only.

3.2 For certain Services (indicated on the Services Form), the Connecting Party must complete the Processing Instructions, whilst completing and signing the Connection Agreement.

4. The Connecting Party shall ensure it has robust business continuity management plans and supporting procedures.

5. Insofar as any Personal Data of which NHS England is Controller is Processed pursuant to this Connection Agreement by the Connecting Party, its agents or subprocessors, the Connecting Party shall and shall procure that its agents and subprocessors shall:

5.1 not Process the Personal Data other than on the documented instructions of NHS England unless the Connecting Party is required to do otherwise by law. If it is so required the Connecting Party shall promptly notify NHS England before Processing the Personal Data, unless prohibited by law;

5.2 taking into account the state of the art, the cost of implementation and the nature, scope, context and purpose of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security commensurate to the risk, including inter alia as appropriate:

5.2.1 the pseudonymisation and encryption of the Personal Data;

5.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

5.2.3 the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident;

5.2.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and

5.2.5 NHS England's cyber security guidance and policy (where available) on the NHS England web site;

5.3 take reasonable steps to ensure the reliability and integrity of any Connecting Party personnel who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary in relation to this Connection Agreement in the context of that individual's duties to the Connecting Party, ensuring that all such individuals:

5.3.1 are aware of and comply with the Connecting Party's duties under this Appendix 2A;

5.3.2 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the NHS England or as otherwise permitted by this Connection Agreement;

5.3.3 are subject to user authentication and log on processes when accessing the Personal Data;

5.3.4 have undertaken appropriate training in relation to Data Protection Laws and in the use, care, protection and handling of the Personal Data; and

5.3.5 are subject to confidentiality undertakings with the Connecting Party that are in writing and are legally enforceable or subject to professional or statutory obligations of confidentiality;

5.4 Process the Personal Data in accordance with the Data Protection Laws (as applicable) and:

5.4.1 not do or permit anything to be done in performing its obligations under this Connection Agreement which might cause NHS England in any way to be in breach of the Data Protection Laws, to the extent that the Connecting Party is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations; and

5.4.2 immediately inform NHS England if, in its opinion, compliance with this Connection Agreement or compliance with any instruction received from NHS England infringes, or might reasonably be considered to infringe, the Data Protection Laws;

5.4.3 provide reasonable assistance to NHS England in relation to any data protection impact assessments and/or any prior consultations to the Supervisory Authority which are required, in each case solely in relation to Processing of the Personal Data by the Connecting Party on behalf of NHS England and taking into account the nature of the Processing and information available to NHS England;

- 5.4.4. notify NHS England immediately upon becoming aware of a Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach providing NHS England with sufficient information to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:
- (i) describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
 - (ii) communicate the name and contact details of the data protection officer or other relevant contact from whom more information may be obtained;
 - (iii) describe the likely consequences of the Personal Data Breach; and
 - (iv) describe the measures taken or proposed to be taken to address the Personal Data Breach;
- 5.4.5 cooperate with NHS England and take such steps as are directed by NHS England to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- 5.4.6 not inform any third party of a Personal Data Breach, except as may be strictly required by applicable law, without first obtaining NHS England's prior written consent;
- 5.4.7 notify NHS England immediately if it:
- (i) (receives any of the following requests from a Data Subject (or third party on their behalf): (i) a Data Subject access request; (ii) a request to rectify any inaccurate Personal Data; (iii) a request to have any Personal Data erased or blocked; (iv) a request to restrict the Processing of any Personal Data; (v) a request to obtain a portable copy of Personal Data, or to transfer such a copy to any third party; or (vi) an objection to any Processing of Personal Data;
 - (ii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
 - (iii) receives any communication from a Supervisory Authority or any other regulatory authority in connection with the Personal Data Processed under this Connection Agreement; or
 - (iv) receives a request from any third party for disclosure of the Personal Data where compliance with such request is required or purported to be required by law,

(each a "Relevant Communication");
- 5.4.8 taking into account the nature of the Processing, provide NHS England with full cooperation and assistance in relation to any Relevant Communications (whether received by the Connecting Party or NHS England directly) including:
- (i) provision of all data requested by NHS England within the timescale specified by NHS England in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to a Data Subject;
 - (ii) where applicable, providing such assistance as is reasonably requested by NHS England to enable it to comply with the relevant request within the Data Protection Laws' statutory timescales; and
 - (iii) assistance as requested by NHS England with respect to any request from a Supervisory Authority, or any consultation by NHS England with a Supervisory Authority;
- 5.4.9 appoint and identify to NHS England a named individual within the Connecting Party to act as a point of contact for any enquiries from NHS England relating to the Personal Data;
- 5.4.10 not Process or otherwise transfer, or permit the transfer, of any Personal Data in or to any Restricted Country without the prior written consent of NHS England;
- 5.4.11 in respect of any Processing in, or transfer of Personal Data to any Restricted Country permitted in accordance with paragraph 5.4.10 above, the Connecting Party shall, when requested by NHS England,

promptly take such steps as are requested by NHS England to ensure that the transfer, access or processing at all times complies with Data Protection Laws, including entering into an agreement with NHS England containing an appropriate data transfer mechanism such as the UK International Data Transfer Agreement or the EU Standard Contractual Clauses. Such terms shall, in the event of any conflict, take precedence over those in this Appendix 2A and the Connecting Party shall comply with any reasonable instructions notified to it in advance by NHS England with respect to the transfer of Personal Data;

- 5.4.12 not authorise any subprocessor to Process the Personal Data other than with the prior written consent of NHS England. In all cases where a subprocessor is appointed, the Connecting Party shall:
- (i) notify NHS England in writing of the intended subprocessor and provide NHS England with full details of the Processing to be undertaken by the proposed subprocessor;
 - (ii) provide NHS England with such information regarding the subprocessor as NHS England may reasonably require;
 - (iii) include terms in the contract between the Connecting Party and the subprocessor which offer at least the same level of protection for the Personal Data as those set out in this Appendix 2A. Upon request, the Connecting Party shall provide a copy of its agreements with subprocessors to NHS England (which may be redacted to remove confidential commercial information not relevant to the requirements of this Appendix 2A);
 - (iv) carry out adequate due diligence on each subprocessor to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Appendix 2A including without limitation sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of the Data Protection Laws and provide evidence of such due diligence to NHS England where requested by NHS England or a Supervisory Authority;
 - (v) insofar as that contract involves the Processing and/or transfer of Personal Data in or to any Restricted Country, promptly take such steps as are requested by NHS England to ensure that the transfer, access or processing at all times complies with Data Protection Laws, including entering into an agreement between the Connecting Party and the subprocessors, or between the subprocessors and NHS England containing an appropriate data transfer mechanism such as the UK International Data Transfer Agreement or the EU Standard Contractual Clauses;
 - (vi) remain fully liable to NHS England for any failure by a subprocessor to fulfil its obligations in relation to the Processing of any Personal Data;
- 5.4.13 cease Processing the Personal Data immediately upon the end of any connection to use of Service(s) to which the Processing relates (the "**Relevant Date**"); and
- 5.4.14 as soon as reasonably practicable thereafter, at NHS England's option, either return, or securely and irrevocably delete from its systems (so that such Personal Data cannot be recovered or reconstructed), the Personal Data and any copies of it or of the information it contains and certify that all copies of the Personal Data have been deleted or returned in compliance with this paragraph within a reasonable time but in any event not later than 90 days after the Relevant Date.
6. The Connecting Party shall maintain complete and accurate records and information necessary to demonstrate compliance with this Appendix 2A, shall make all such records and information available to NHS England on request and allow for and contribute to audits, including inspections by NHS England or an independent auditor mandated by NHS England of its data processing facilities, procedures and documentation which relate to the Processing of Personal Data, in order to ascertain compliance with the terms of this Appendix 2A. The Connecting Party shall provide full cooperation to NHS England in respect of any such audit and shall at the request of NHS England, provide evidence of compliance with its obligations under this Appendix 2A, including but not limited to a written description of the technical and organisational security measures it has in place.
7. The Connecting Party warrants that it has and its agents, subprocessors and employees have the necessary legal authority in any country where any Processing of Personal Data is authorised take place under this Connection Agreement and undertakes to comply with any of the Data Protection Laws which are applicable in such country.
8. Without prejudice to any other provision of this Connection Agreement, NHS England may, on reasonable notice, request a detailed written description of the technical and organisational methods employed by the Connecting Party

and its subprocessors for the Processing of Personal Data which shall be provided within 10 days of receipt of such written notice.

9. NHS England may, at any time on not less than 30 Working Days' notice, revise this Appendix 2A by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme.
10. The parties agree to take account of any guidance issued by a Supervisory Authority. NHS England may on not less than 30 Working Days' notice to the Connecting Party amend this Appendix 2A to ensure that it complies with any guidance issued by a Supervisory Authority.
11. The Connecting Party shall indemnify NHS England, and keep NHS England indemnified, against damages, costs, claims, demands, expenses, professional costs, charges and/or monetary penalty notices arising from enforcement by a Supervisory Authority and/or assertion of rights by Data Subjects, arising from a breach by the Connecting Party of the Data Protection Laws and/or the data processing provisions set out in this Connection Agreement.

SAMPLE

Special Terms per Service

The following pages detail the Terms per Service and are applicable as indicated on the Services Form.

Service	Date updated	Type	Appendix
Immunisation History – FHIR API	05/05/2023	Special Terms	3N
NHS e-Referral Service (e-RS) APIs (excluding Application Restricted APIs)		Not applicable	Not applicable
NHS e-Referral Service (e-RS) APIs <ul style="list-style-type: none"> Application Restricted Unattended Read Access. 	26/07/2023	Special Terms	3M
NHS e-Referral Service (e-RS) APIs <ul style="list-style-type: none"> Application Restricted Unattended Write Access. 	22/01/2025	Special Terms	3M
NHS England SMSP-PDS		Special Terms	3J
PDS FHIR APIs (Beta) <ul style="list-style-type: none"> Application Restricted Access Health Worker Access Health Worker Access with Update Patient Access 	26/11/2022	Special Terms	3J
NHS login	10/06/2025	Special Terms Processing Instructions	3C
NHS App		Special Terms	3D
NHS App Notifications & Messaging		Special Terms	3D
Electronic Prescription Service (EPS) Prescription Tracker API		Not applicable	Not applicable
Electronic Prescription Service (EPS) FHIR API		Not applicable	Not applicable
Electronic Prescription Service (EPS) Prescriptions for Patients FHIR API	26/09/2024	Not applicable	Not applicable
Electronic Prescription Service (EPS) Prescription Status Update FHIR API	26/09/2024	Not applicable	Not applicable
NHS Care Identity Service 2 (NHS CIS 2)	07/10/2021	Special Terms Processing Instructions	3E
NEMS DCH - National Event Management Service with Digital Child Health	17/10/2023	Special Terms Data Sharing Arrangement	3G
NEMS - National Event Management Service with PDS data		Not applicable	Not applicable
NRL – National Record Locator	23/02/2024	Not applicable	Not applicable
UEC Appointment Booking (uses FHIR NHS Scheduling API)		Not applicable	Not applicable
GP Connect <ul style="list-style-type: none"> Appointment Management Access Document Access Record: HTML Access Record: Structured Send Document Update Record 	22/05/2025	Special Terms	3B
Ambulance Analytics API (Beta)		Per Ambulance Trust – detailed on Services Form	Per Ambulance Trust – detailed on Services Form

Message Exchange for Social Care and Health (MESH) API	11/02/2022	Not applicable	Not applicable
The Child Protection - Information Sharing service (CP-IS)	17/10/2023	Special Terms	3K
Booking and Referral Standard (BaRS)	24/11/2022	Not applicable	Not applicable
National Care Records Service (NCRS)	13/01/2023	Special Terms	3A
NHS Notify	24/02/2025	Special Terms	3O
Patient Flag API – Female Genital Mutilation Digital Flag	22/11/2024	Special Terms	3H
Register with a GP Surgery API	22/11/2024	Not applicable	Not applicable
Healthcare Worker API	24/02/2025	Special Terms	3F
Directory of Services - Urgent and Emergency Care - REST API	24/02/2025	Special Terms	3L
Directory of Services - Urgent and Emergency Care - SOAP API	20/05/2025	Special Terms	3L
Validated Relationship Service - FHIR API - No Patient Facing	22/05/2025	Not applicable	Not applicable
Immunisation FHIR API - consumer	22/05/2025	Special Terms	3P
Immunisation FHIR API - provider	22/05/2025	Special Terms	3P

APPENDIX 3A TO THE NHS ENGLAND CONNECTION AGREEMENT

SUMMARY CARE RECORD (SCR) / NATIONAL CARE RECORDS SERVICE (NCRS) INTEGRATION: SPECIAL TERMS

1. Status of these NCRS Integration Special Terms

These NCRS Integration Special Terms apply to the NCRS Integration and functionality available from NHS England, as shown in the Services Form in the Connection Agreement (“NCRS Integration”).

2. Requirements for using NCRS Integration

The Connecting Party must comply with, and ensure that End User Organisations are aware of the following requirements when using the NCRS Integration:

1. Compliance with SCR Viewing using NCRS Integration

- a. Organisations must not copy, store or use SCR access for research or secondary uses purposes including clinical trials.
- b. The NCRS Integration is accessed for Direct Care only - Permission to View (PTV) for Direct Care provision is designed to ensure that a patient has been informed how their personal information is being used. It also allows the patient to determine who can view this information in the context of the care being provided.
- c. Viewing of SCRs for patients will be available, where an SCR is available on Spine and ‘Permission to View’ has been granted by the patient.
- d. Permission to View (PTV) - the patient is asked for their consent before the SCR is viewed. (Emergency access is allowed if it's in the patient's best interest, if they are unconscious or can't communicate.) Permission to view can be gained each time, or it can cover future use as long as the question asked makes this clear to the patient and there is a clear system for recording this.
- e. All organisations must adhere to the five areas covered by the SCR permission to view guidelines:
 - Organisations viewing SCRs to define the scope of the permission being sought i.e. who is being given permission and for how long
 - The explanation to a patient, as part of seeking permission to view, will be simple, straightforward, honest and appropriately communicated
 - A patient’s permission to view to be sought at the most appropriate point in the patient’s care pathway
 - The scope of permission obtained to be appropriately recorded
 - On those occasions when it is not possible to ask for permission to view care professionals may act in the patient’s best interests.
- f. NCRS is an evolving service, future enhancements will be deployed over time. Announcements will be available here as functionality for the service increases.

See NCRS Web Pages link here: <https://digital.nhs.uk/services/national-care-records-service-pilot>

2. Compliance with Security

- a. Organisations and individual users must adhere to the National Health Service Spine Portal Terms & Conditions and via NHS England approved authorisation method. See Services Web Pages link here: <https://digital.nhs.uk/services/registration-authorities-and-smartcards>
<https://portal.national.ncrs.nhs.uk/portal/viewTermsAndConditionsDashboard>
- b. Ensure all end user terminals are compliant with the NHS England Warranted Environment Specification (WES). See Services Web Pages link here: <https://digital.nhs.uk/services/spine/spine-technical-information-warranted-environment-specification-wes>
- c. All organisations must appoint a named privacy officer(s) for the purposes for monitoring alerts and reports to check patterns of SCR access. If there is any inappropriate access suspected, the privacy officer will investigate it in line with the usual processes for protecting patient information. See Services Web Pages link here: <https://digital.nhs.uk/services/summary-care-records-scr/information-governance-for-scr>

3. Training

- a. The Connecting Party must provide system specific guidance and documentation for NCRS Integration.
- b. The Connecting Party must be:
 - i. familiar with the training materials
 - ii. provide the training materials to the End User Organisation
 - iii. Must include terms in its contract with the End User Organisations requiring all users to undertake the training
- c. Additional resources, available services and support materials are those detailed at: <https://digital.nhs.uk/services/national-care-records-service/integrating-the-national-care-records-service-for-system-suppliers>
This link may be amended by NHS England from time to time.

4. End User Organisations, NCRS Integration System and user Details

- a. The Connecting Party must provide the following details to NHS England prior to the go-live of each End User Organisation and upon request from NHS England:

End User Organisation(s)	The name of the deploying Health or Social Care Organisation(s)
Contact	Contact details in case of an enquiry (e.g. name, tel. no, email)
Key Dates	Outline any key dates relevant to the self-assessment process (e.g. date on which checklist was completed, target go-live dates)

ODS Code(s)	<p>The ODS code(s) of the Health or Social Care organisation which will access the NCRS Integration</p> <p>If the NCRS Integration will be accessed in multiple places / branches in the organisation, please list each branch and associated ODS Code</p>
User base	<p>Explain in broad terms who will be using the system (e.g. number of users, typical job roles and usage scenarios)</p> <p>Example:</p> <ul style="list-style-type: none"> - Kiosks used by patients for 20 clinics, estimate approx 300 check ins per day - Admin console used by 10 Trust receptionists on a continuous basis for monitoring check ins - Occasional system configuration changes by Trust IT administrator from secure terminal in Trust data centre <p>RBAC in place – Smartcards</p>

SAMPLE

APPENDIX 3B TO THE NHS ENGLAND CONNECTION AGREEMENT

GP CONNECT: SPECIAL TERMS

1. Status of these GP Connect Special Terms

These GP Connect Special Terms apply to the GP Connect services and products available from NHS England, as shown in the Services Form in the Connection Agreement (“GP Connect Services”).

2. Compliance with the Commercial Standard

- a. Each party participating in the onboarding, assurance and service provision under the umbrella of the GP IT Futures Catalogue Agreement and/or Framework Agreement must comply with a set of broad and specific conditions in respect of commercial activity and behaviours within the Primary Care Clinical Systems and related supply domains, which are set out in a “Commercial Standard” (available to review at the Services Web Page).
- b. Compliance with the Commercial Standard is also a condition of using the GP Connect Services, including for each Connecting Party who is not subject to the terms of the GP IT Futures Catalogue Agreement and/or Framework Agreement, to the extent that the Commercial Standard is applicable to such Connecting Parties. Specific note should be taken by each Connecting Party in respect of limitations of charging for provision of clinical and other NHS information obtained through the GP Connect Services.
- c. Each Connecting Party shall therefore comply with the Commercial Standard Section C (Access to Data and Commercial Treatment of Systems Interfaces) under the heading ‘General Principles’ and Annex 3 (Glossary / Definitions). Confirmation of such acceptance will be captured in the declarations in the supplier conformance assessment list (SCAL) for the GP Connect Services.
- d. If there is any conflict between the terms of the Connection Agreement and Section C of the Commercial Standard, then Section C of the Commercial Standard shall prevail.

3. Improving Data Flow

- a. A key principle behind GP Connect is the facilitation of the potential for two-way flow of data between clinical information systems across the NHS, in support of Direct Care. In support of this principle of reciprocity:
 - i. each Connecting Party shall comply with the Commercial Standard as described above in section 2;
 - ii. any Connecting Party may be requested to implement an API that enables data residing within their systems to flow to other Connecting Parties, which the Connecting Party shall do in compliance with the relevant timeframes specified in the Requirements and at its own cost; and
 - iii. all Connecting Parties shall comply with the Requirements, with API specifications pertaining to other connected systems, and with rules on data models, all of which shall be described within the Services Web Page.

4. Alternative permitted uses

Clauses 4.2A and 4.2B shall be added to the Connection Agreement as follows for the GP Connect Services:

4.2A The Connecting Party may, subject to the consent of NHS England, use the GP Connect Services in accordance with the terms set out in the Connection Agreement to:

- 4.2A.1 support intra-supplier or intra-solution API traffic (where a supplier wishes to use GP Connect Services infrastructure to perform functions which might otherwise be provided by an internally delivered API infrastructure); and/or
- 4.2A.2 facilitate broader collaboration with other parties via enhanced or aggregated API connections, subject to:
 - i. separate (and appropriate) pairing agreements between the relevant parties being in place and subject to connection permission processes as outlined within the SCAL;
 - ii. maintenance of all associated Data Controller permissions documentation and use cases for all connected services within the SCAL and all connected services subject to the provisions of this Connection Agreement where applicable; and
 - iii. only APIs approved by NHS England and delivered via the Spine Security Proxy being permitted to interface with the Service.

4.2B Where a party's API conforms generally to GP Connect Services FHIR specifications, but connects directly with another party's API, bypassing the GP Connect Services completely (which are generally referred to as point to point connections), NHS England shall in no way be responsible for any such direct arrangements or for ensuring that relevant agreements are in place, as such responsibility rests with the relevant parties to such an arrangements.

5. Versions of the Connection Criteria

Clauses 8.11 to 8.14 shall be added to the Connection Agreement as follows for the GP Connect Services:

- 8.11 The Connecting Party shall provide support to the previous version of its API for a minimum period of 12 months from the date any current version is made available.
- 8.12 NHS England shall use reasonable endeavours to manage backward compatibility across the APIs. It shall do so by incorporating this backward compatibility requirement into the design of any uplifted Requirements.
- 8.13 The parties shall co-operate to mitigate the risks of disruption to continuity of API and/or Service usage in connection with the replacement of previous versions.
- 8.14 The Connecting Party is solely responsible for providing all support and technical assistance in respect of the Connecting Party's own applications and systems, including its APIs, in conformance with the Commercial Standard.

6. National Data Sharing Arrangement

A new clause 5.1(d) is added to this Connection Agreement as follows:

(d) prior to onboarding any End User Organisation, inform such End User Organisation that they will need to enter into, and remain subject to, the latest version of the "National Data Sharing Arrangement" for GP Connect (available at <https://apply.ndsp.gpconnect.nhs.uk/DSA> as may be amended from time to time), and that NHS England will check that they are listed on the portal at <https://apply.ndsp.gpconnect.nhs.uk/DSA> prior to any connection being enabled.

A new clause 5.1A is added to this Connection Agreement as follows:

5.1A The Connecting Party shall ensure that it notifies NHS England (using the process and documentation as specified in the Requirements, as may be amended from time to time) prior to any new GP Connect connection being implemented on behalf of any End User Organisation.

A new clause 5.1B is added to this Connection Agreement as follows:

5.1B The Connecting Party shall ensure that it does not transmit or share between End User Organisations, and does not enable or allow any End User Organisations to provide or consume using its services, any Personal Data from within or relating to the GP Connect service unless the Connecting Party, as a Processor, has appropriate instructions from all such End User Organisations, and all such End User Organisations remain subject to the latest version of the National Data Sharing Arrangement (as detailed in clause 5.1(d)). The Connecting Party shall maintain records of the instructions it receives.

A new clause 5.1C is added to this Connection Agreement as follows:

5.1C The National Data Sharing Arrangement may be amended from time to time. The Connecting Party shall, upon becoming aware that the National Data Sharing Arrangement has been amended (whether by notification from NHS England or otherwise) notify all End User Organisations of this, and that continued use of GP Connect is subject to the latest version of the National Data Sharing Arrangement.

7. Use of GP Connect By Medical Examiners

Healthcare providers are legally obliged to provide medical examiners with medical records relating to deceased individuals for the purposes of reviewing a death. Medical examiners have a legal right to access the records of deceased patients.

Accordingly, the definition of Purpose is deemed amended to:

"Purpose" means the interface of the Connecting Party's product or service with the Service so that the Connecting Party may provide such product or service to the End User Organisation(s), subject to separate terms between such parties, and that is either:

- a) strictly and solely for the purposes of Direct Care; or
- b) as is necessary to enable or assist End User Organisations to comply with obligations under section 3 of the Access to Health Records Act 1990, section 20 of the Coroners and Justice Act 2009, and the Medical Cause of Death Regulations 2024. This legislation gives medical examiners a specific statutory right of access to records of deceased patients that

they consider relevant when carrying out their duties and requires healthcare providers to provide medical examiners with medical records relating to deceased individuals for the purposes of reviewing a death.

SAMPLE

APPENDIX 3C TO THE NHS ENGLAND CONNECTION AGREEMENT

NHS LOGIN: SPECIAL TERMS

The following clauses shall be added into the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

DEFINITIONS AND INTERPRETATION

The following new definitions shall be added to clause 1:

“**Controller**,” “**Processor**” and “**Personal Data**” shall have the meanings set out in the Data Protection Laws;

“**Clinical Authorisation**” means the clinical approval of the Connecting Party’s products or services for use by Individual End Users to access to a health or care service;

“**Data Access Management Controls**” means the process of managing and controlling the data an Individual End User is permitted to access;

“**Data Protection Laws**” means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including 'the UK General Data Protection Regulation' (“**UK GDPR**”) and the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, Supervisory Authorities and other applicable government authorities;

“**Vector of Trust**” means a mechanism for describing several aspects of a digital identity transaction (including but not limited to identity proofing, credential strength, credential management, and assertion strength) and the amount of trust to be placed in that transaction;

“**Verification**” means the process of verifying the identity of an Individual End User to the level necessary for the provision of the Connecting Party’s products or services to End User Organisations or Individual End Users; and

“**Verification Incident**” means any instance where the result of a Verification is inaccurate (including matched to the wrong record) or incomplete.

CONNECTION CRITERIA & REQUIREMENTS

The following shall be added to clause 3:

3.3A The Connecting Party shall comply with the Identify Verification and Authentication Standards of Health and Care (DCB3051).

END USERS

The following shall be added to clause 5:

5.1A The Connecting Party shall, in all cases (including where the Connecting Party is not responsible for the identification, onboarding or management of End User Organisations (as selected in the Services Form)), be responsible for:

5.1A.1 selecting and requesting from NHS England the correct Vector of Trust for its products or services; and

5.1A.2 ensuring appropriate Data Access Management Controls and Clinical Authorisations are in place and are complied with.

5.1B The Connecting Party agrees that NHS England shall only be responsible for a Verification Incident to the extent that:

5.1.B.1 an error occurs in the way the Verification is processed; and

5.1.B.2 it was not caused by an incorrect Vector of Trust being requested by the Connecting Party, lack of or inappropriate Clinical Authorisation or lack of or inappropriate Data Access Management Controls.

5.1C The Connecting Party agrees that NHS England shall only be responsible for a Clinical Safety Incident to the extent that it was directly caused by a Verification Incident for which NHS England is responsible for pursuant to clause 5.1B.

5.1D The Connecting Party shall, during its documented support hours, report a Clinical Safety Incident and/or a Verification Incident within 30 minutes of becoming aware of the same. NHS England may provide a recommendation to any End User Organisations if NHS England deems the event is not such an event.

SECURITY AND DATA PRIVACY

The following shall be added to clause 11:

11.1A As set out in Appendix 2A, the parties agree that the Connecting Party is a Processor in respect of Personal Data provided by NHS England in order for the Connecting Party to undertake identity verification of Individual End Users, using NHS login. The parties further agree that the Connecting Party may provide further services to Individual End Users unconnected to NHS login (whether as a Processor for a different Controller or as a Controller in its own right, and in either case subject to clause 6) and that in such case the Connecting Party shall ensure it is made clear to Individual End Users where their Personal Data is being Processed on behalf of NHS England and where their Personal Data is being otherwise Processed. NHS England may review the relevant privacy and transparency policies and notices and in the event that NHS England does not consider the requirements of this clause 11.1A are satisfied the Connecting Party shall include, or procure the inclusion of, in the relevant privacy and transparency policies and notices such wording as NHS England shall prescribe.

ANNEX TO APPENDIX 3C: NHS LOGIN PROCESSING INSTRUCTIONS (STANDARD)

Note: This pre-populated Form must be completed by the Connecting Party only where indicated, before signing and returning this entire Connection Agreement.

Defined terms used in this Appendix shall have the meanings given to them in the Connection Agreement and Appendix 2A as relevant.

The table(s) below set(s) out the agreed description of the Processing being undertaken in connection with the exercise of the parties' rights and obligations under this Connection Agreement. The Connecting Party shall comply with any further written instructions with respect to Processing given by NHS England and any such further instructions shall be incorporated into this table/these tables:

Description	Details
Name of NHS England Service	NHS Login
Roles of the Parties	The parties acknowledge that for the purposes of the Data Protection Laws, NHS England is the Controller and the Connecting Party is the Processor.
Subject matter of the Processing	Processing Personal Data to deliver the ID verification and authentication service provided by NHS login.
Duration of the Processing	Duration of the Connection Agreement.
Nature and purposes of Processing	The nature and purpose of Processing shall only be to support the Connecting Party's need to offer a Data Subject the ability to carry out ID verification using the NHS login service, and from this verification, to use elements of this to support the authentication of the Data Subject to their service. Where the Connecting Party requires the use of Personal Data identical to that transacted from the NHS login ID verification service for the provision of its own service purposes, then this must be made clear to Data Subjects and an applicable basis for Processing established for this unconnected to the use of NHS login. The Data Subjects' ability to use the Connecting Party's service shall not be linked to the Data Subject having to consent to NHS England sharing any Personal Data with the Connecting Party. In line with NHS login's data classification, Connecting Party's, and their sub processors, shall Process (including storage) Personal Data only in the UK. Exceptions to this must only be with NHS England's prior written consent, and requests should be made to the NHS login onboarding programme at the earliest opportunity so that an impact assessment can be conducted.
Type of Personal Data being Processed	The Personal Data types processed shall be in accordance with the Environment Request Form for the NHS login production environment which has been completed by the Connecting Party, and accepted by NHS login.
Categories of Data Subjects	Members of the public who are directed to the NHS login service from the Connecting Party's product.
Plan for return of the data once the Processing is complete unless requirement under union or member state law to preserve that type of data	Audit data which records the transaction between NHS login and the Connecting Party' product shall be retained for a minimum of 8 yrs. In the event where NHS England requests the audit data, then this is to be transferred to NHS England in a secure manner following current encryption standards as set out by NCSC– encryption algorithms for transfer to be agreed by both parties
Connecting Party Data Protection Officer	[Connecting Party to provide name and contact details]

APPENDIX 3D TO THE NHS ENGLAND CONNECTION AGREEMENT

NHS APP AND NHS APP NOTIFICATIONS AND MESSAGING: SPECIAL TERMS

The following clauses shall be added into the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

DEFINITIONS AND INTERPRETATION

The following new definitions shall be added to clause 1:

“**Controller**,” “**Processor**” and “**Personal Data**” shall have the meanings set out in the Data Protection Laws;

“**Clinical Authorisation**” means the clinical approval of the Connecting Party’s products or services for use by Individual End Users to access to a health or care service;

“**Data Access Management Controls**” means the process of managing and controlling the data an Individual End User is permitted to access;

“**Data Protection Laws**” means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including 'the UK General Data Protection Regulation' (“**UK GDPR**”) and the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, Supervisory Authorities and other applicable government authorities;

ABOUT THE NHS APP

NHS England provides the software and support for the NHS App and for the notifications and messaging APIs. The NHS App is a portal enabling various services and products (including the Connecting Party’s i) to be accessed by Individual End Users who use the NHS App through a single interface; and /or ii) to serve communications to Individual End Users of the NHS App via the notifications and messaging APIs. NHS England is not generally the Controller of personal data Processed in connection with delivery of or communications from the Connected Party’s products or services via the NHS App.

CONNECTION CRITERIA

The following shall be added to clause 3:

- 3.2A The Connecting Party shall, in all cases (including where the Connecting Party is not responsible for the identification, onboarding or management of End User Organisations (as selected in the Services Form)), be responsible for:
- 3.2A.1 ensuring that all medical devices are appropriately registered, and all relevant laws and decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, regulatory authorities and other applicable government authorities are complied with; and
- 3.2A.2 ensuring appropriate Data Access Management Controls and Clinical Authorisations are in place and are complied with.
- 3.3A The parties agree that the Connecting Party provides its products and services to End User Organisations and/or Individual End Users, and that NHS England’s role relates solely to i) making such products or services available via the NHS App and /or ii) enabling communications relevant to such products and services to be served via the NHS App, but that NHS England does not otherwise have any role in the availability or operation of such products or services.
- 3.3B The NHS App notification and messaging Service enables the Connecting Party to: i) identify which Individual P9 End Users have the NHS App, and have notifications turned on; and ii) to send messages and notifications to Individual End Users. The Connecting Party shall only use this functionality in respect of Individual End Users to whom the Connecting Party is commissioned and instructed by an End User Organisation to do so, or where the Connecting Party otherwise has legal basis as a Controller to do so.

RESTRICTIONS

The following shall be added to clause 4:

- 4.5A NHS England is not responsible for verification and testing of the Connecting Party’s services and products. The Connecting Party agrees that NHS England shall only be responsible for a Clinical Safety Incident to the extent that it was directly caused by an NHS England failure in relation to the provision of the NHS App service only.

SECURITY AND DATA PRIVACY

The following shall be added to clause 11:

- 11.1A In the provision of its products and services to End User Organisations and/or Individual End Users the Connecting Party may be a Processor for an End User Organisation as a Controller, or as a Controller in its own right, and in either case subject to clause 6.

APPENDIX 3E TO THE NHS ENGLAND CONNECTION AGREEMENT

NHS CARE IDENTITY SERVICE 2 (CIS2): SPECIAL TERMS

The following clauses shall be added into the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

DEFINITIONS AND INTERPRETATION

The following new definitions shall be added to clause 1:

“Authentication” means the process of authenticating the identity of Users to the level necessary to access the NHS Care Records Service via the Connecting Party’s products or services;

“Authentication Token” means Physical Smartcards, Virtual Smartcards, Authorised Devices and iPad Devices, which in each case enable Users to access clinical and personal information via the NHS Care Records Service appropriate to their role and the type of Authentication Token;

“Authentication Incident” means any instance where the result of an Authentication is inaccurate (including allowing access to the wrong information) or incomplete;

“Authorised Devices” means an alternative to smartcards, a device as approved by FIDO 2 Consortium that provides Assured Level 3 Authentication;

“Controller, “Processor” and “Personal Data” shall have the meanings set out in the Data Protection Laws;

“Clinical Authorisation” means the clinical approval of the Connecting Party’s products or services for use by End Users Organisations to enable Users to access the NHS Care Records Service;

“Data Access Management Controls” means the process of managing and controlling the data a User is permitted to access based on the role based access they have been assigned by a Registration Authority;

“Data Protection Laws” means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including 'the UK General Data Protection Regulation' ("UK GDPR") and the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, Supervisory Authorities and other applicable government authorities;

“iPad Device” means a tablet computer developed by Apple;

“NHS Care Records Service” means applications including the following: EPS, GP to GP, GPES, GPITF, NHS e-RS, SCR, SUS+, Spine CIS, Spine CIS2 See <https://digital.nhs.uk/services/>;

“Physical Smartcards” means an approved physical card. Physical Smartcards are supplied by the authorised supplier(s) of cards to NHS England and are similar to chip and PIN bank cards;

“Registration Authority (RA)” means NHS England as the single national Registration Authority, and all other organisations that run a local Registration Authority on a delegated authority basis from NHS England, in each case responsible for granting Users’ access rights;

“User” means an individual healthcare professional engaged by an End User Organisation; and

“Virtual Smartcards” means a solution approved for use by NHS England that provides access functionality, but the card itself may be stored on a device,.

CONNECTION CRITERIA & REQUIREMENTS

The following shall be added to clause 3:

3.3A The Connecting Party shall comply with the NIST Special Publication 800-63-3 guidelines, available at <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-63-3.pdf> (as may be amended or replaced from time to time).

3.6A NHS England shall issue to the Connecting Party a ‘Notification of Completion of Onboarding’, prior to provision of the Service

to the Connecting Party. This indicates that the Connecting Party may start using the Service based on the Conformance Documentation provided to date and subject to compliance with the requirements of the Connection Agreement. The issuance of the Notification of Completion of Onboarding does not indicate any endorsement of the Connecting Party's products or services or waiver of any rights or obligations under the Connection Agreement.

Any work off activity to be undertaken by the Connecting Party which is detailed in the Notification of Completion of Onboarding shall be considered part of the Requirements, and any caveats or conditions set out in the Notification of Completion of Onboarding shall be considered part of the terms of the Connection Agreement.

Any information provided by the Connecting Party in the Notification of Completion of Onboarding shall be considered part of the Conformance Documentation.

END USERS

The following shall be added to clause 5:

- 5.1A The Connecting Party shall, in all cases (including where the Connecting Party is not responsible for the identification, onboarding or management of End User Organisations (as selected in the Services Form)), be responsible for:
- 5.1A.1 enabling such Authentication Tokens as it considers appropriate to work with its products and services. The Connecting Party acknowledges that different types of Authentication Tokens meet different levels of security classification, and shall ensure that the use cases of each type of Authentication Token enabled in the Connecting Party's products and services is accurately and fully described in accordance with the current guidance available at <https://digital.nhs.uk/services/care-identity-service/applications-and-services/cis2-authentication#authenticator-options> (as may be amended or replaced from time to time);
 - 5.1A.2 ensuring that End User Organisations are made aware of the Registration Authority policy and processes that they must follow in order to make use of Authentication Solutions, details of which are available at <https://digital.nhs.uk/services/registration-authorities-and-smartcards#registration-authorities> (as may be amended or replaced from time to time); and
 - 5.1A.3 ensuring appropriate Data Access Management Controls and Clinical Authorisations are in place and are complied with.
- 5.1B The Connecting Party agrees that NHS England shall only be responsible for an Authentication Incident to the extent that:
- 5.1B.1 an error occurs in the way the Authentication is processed; and
 - 5.1B.2 it was not caused by lack of or inappropriate Clinical Authorisation or lack of or inappropriate Data Access Management Controls.
- 5.1C The Connecting Party agrees that NHS England shall only be responsible for a Clinical Safety Incident to the extent that it was directly caused by an Authentication Incident for which NHS England is responsible for pursuant to clause 5.1B.
- 5.1D The Connecting Party shall, during its documented support hours, report a Clinical Safety Incident and/or an Authentication Incident within 30 minutes of becoming aware of the same. NHS England may provide a recommendation to any End User Organisations if NHS England deems the event is not such an event.
- 5.1E The Connecting Party shall ensure that End User Organisations are aware that actual or attempted use of Authentication Tokens outside a User's approved access rights within the Connecting Party's products or services may impact Users' access to all NHS Care Records Services however accessed. The Connecting Party shall have a process to report all such incidents to NHS England and the relevant End User Organisations.

SECURITY AND DATA PRIVACY

The following shall be added to clause 11:

- 11.1A As set out in Appendix 2A, the parties agree that the Connecting Party is a Processor in respect of Personal Data provided by NHS England in order for the Connecting Party to undertake identity verification of Users, using CIS2 (formerly NHS Identity). The parties further agree that the Connecting Party may provide further services to Users unconnected to CIS2 (whether as a Processor for a different Controller or as a Controller in its own right, and in either case subject to clause 6) and that in such case the Connecting Party shall ensure it is made clear to Users where their Personal Data is being Processed on behalf of NHS England and where their Personal Data is being otherwise Processed. NHS England may review the relevant privacy and transparency policies and notices and in the event that NHS England does not consider the requirements of this clause 11.1A are satisfied the Connecting Party shall include, or procure the inclusion of, in the relevant privacy and transparency policies and notices such wording as NHS England shall prescribe.

ANNEX TO APPENDIX 3E: NHS CARE IDENTITY SERVICE 2 (CIS2) PROCESSING INSTRUCTIONS (STANDARD)

Note: This pre-populated Form must be completed by the Connecting Party only where indicated, before signing and returning this entire Connection Agreement.

Defined terms used in this Appendix shall have the meanings given to them in the Connection Agreement and Appendix 2A as relevant.

The table(s) below set(s) out the agreed description of the Processing being undertaken in connection with the exercise of the parties' rights and obligations under this Connection Agreement. The Connecting Party shall comply with any further written instructions with respect to Processing given by NHS England and any such further instructions shall be incorporated into this table/these tables:

NOTE: Complete this table with information about the relevant Service and activities being undertaken by the Connecting Party. If more than one Service from the Services Form on page 2 has been selected, you will need to reproduce the table below and complete one table per Service.

Description	Details [guidance to be over-typed]
Name of NHS England Service	NHS Care Identity Service 2 (NHS CIS2): Care Identity Authentication (CIA)
Roles of the Parties	<p>The parties identified below have the roles as indicated:</p> <ol style="list-style-type: none"> 1) NHS England is a joint controller, (alongside the Secretary of State), with End User Organisations (being local Registration Authorities (RAs) and care organisations) for the processing of personal data for the purposes of running the Registration Authority (RA) process and the Role Based Access Control (RBAC) framework for the identity service. 2) the Connecting Party is: <ol style="list-style-type: none"> a. a processor on behalf of NHS England in respect of personal data processed to register, deregister or authenticate an individual's digital identity; b. a processor on behalf of End User Organisations (in respect of services provided to them). c. May in some circumstances be an independent controller if the staff member needs to register separately with them.
Subject matter of the Processing	<p>NHS CIS2 provides a secure authentication service for health and care professionals in England to access clinical information systems.</p> <p>The authentication service may be used by the Connecting Party's IT systems and applications to validate (authenticate) the identity of health and care professionals accessing clinical data via their systems / applications.</p> <p>NHS England is the single national RA, and authority is delegated to local RA's.</p> <p>Authentication to validate the identity of health and care professionals by IT systems that integrate with NHS CIS2.</p> <p>NHS England processes personal data of individuals employed in health and care under the legal direction from the Secretary of State.</p> <p>RA's capture data as part of the identity verification process. The personal data collected comprises title, names, date of birth, one or more ID evidence document numbers and date of issue, address identification evidence source and date of issue, photo image of the individual. This data is captured and stored with in the Care Identity Service (CIS).</p> <p>The personal data held with in the Care Identity Service is the access profile(s) assigned by the local RA, based upon role and responsibilities as approved by the employing organisation's policy.</p> <p>NHS CIS2 relies on a subset of the CIS data, i.e. name fields, Date of Birth. However, NHS CIS2 processes the Unique User Identifier (UUID) and the cryptographic key. A pair of cryptographic keys are generated by the FIDO2 (Fast Identity Online) authenticator. One of the keys is a public version of the key pair, the other is a private version of the key pair. NHS CIS2 stores the public version of the cryptographic key, whilst the private version of the key pair resides on the device that created the key pair. Note that for users using CIS issued smartcard to authenticate to NHS CIS2 connected applications the smartcard carries a cryptographic certificate rather than a FIDO2 key.</p> <p>The identity of health and care professionals is being authenticated.</p> <p>The Connecting Party asks NHS CIS2 to authenticate the identity of the individual wanting to use their systems to access clinical data pertaining to patients.</p> <p>NHS CIS2 performs the authentication and returns a response to the Connecting Party indicating whether the user has been able to qualify their identity with something only they have and something only they are (biometric) or know (passcode).</p>

	<p>The relying party (Client application requiring End-User Authentication) can request a range of information from the access profile, including name fields (title, given name, surname), UID, email address and roles assigned to the End user from the National RBAC.</p>
<p>Duration of the Processing</p>	<p>The duration of the Connection Agreement. NHS England retains the right to terminate connection where a breach occurs, or withdrawal of service is deemed necessary.</p>
<p>Nature and purposes of Processing</p>	<p>NHS CIS2 provides authentication when individuals require access to health and care data. NHS CIS2 is a standards-based authentication service that provides several ways for health and care professionals in England to qualify their identity through something only have or know, to access clinical information systems.</p> <p>NHS CIS2 uses a real-time copy of some of the identity attributes in the Care Identity Service (CIS) database which contains user data for staff (including healthcare service providers) held within the Spine Directory to support registration-processes, card-management, user-audit, and service management in respect of wider SPINE and 3rd-party supplier services.</p> <p>There is an RA policy requirement for the relevant Registration Authority (RA) to monitor for movers and leavers and always revoke access control assignments for users where these are no longer justified. Registration for authentication device provides a user with a national care identity that is intended to remain valid throughout the holder's working lifetime within healthcare whilst that device is bound to the individual. Where there is no foreseeable likelihood of a leaver working in healthcare again the certificates or cryptographic keys are revoked, and the user's digital identity profile is marked as closed in CIS. Where devices other than smartcards are used as authenticators e.g. iPad, tablets, cross platform keys these can be reset by the RA to enable binding to other individuals. Any changes in the biometric data that binds an iPad to the individual, results in prevention of authentication. This then requires the RA to perform the binding of the iPad to the individual again.</p> <p>It is not unusual for someone who has left an NHS organisation, with no expectation of working in the NHS again, to return to work in healthcare. CIS and hence NHS CIS2 provides the ability to reopen a closed user's care identity profile after the RA carries out identity checks to confirm a match for the returning healthcare worker. This is very important to avoid multiple user profiles being created for the same person in CIS and hence NHS CIS2 which could result in confusion about which user profile is selected, leading to a serious impact on the healthcare delivery process.</p> <p>Access data is stored against a user's UUID. The profile data enables mapping to UUID and may be used in retrospective audits.</p> <p>We have a retention requirement from Spine to retain audit data for the lifetime of the individual plus 40 years. This is held for purposes of providing supporting evidence in any future enquiry or legal challenge regarding the identity and authentication of health and care workers.</p> <p><u>How the Connecting Party uses NHS CIS2.</u></p> <p>There are 3 different ways for authentication. The Authorisation Code Flow is the most used flow and is designed for use with web applications. It is the only flow currently supported by NHS CIS2.</p> <ol style="list-style-type: none"> 2. The Connecting Party (supplier) sends a request to NHS CIS2 to authenticate the End-User. The request must include the Connecting Party's identity and the OpenID scope, it may optionally include other scopes e.g. the email scope if the Connecting Party wishes to obtain the user's email address. 3. NHS CIS2 (The OpenID Provider) authenticates the End-User using one of the methods available to it and obtains authorisation from the End-User to provide the requested scopes to the identified Connecting Party. 4. Once the End-User has been authenticated and has authorised the request NHS CIS2 will return an Authorisation Code to the Connecting Party's server component. 5. The Connecting Party's server component contacts the token endpoint and exchanges the Authorisation Code for an ID Token identifying the End-User and optionally Access and Refresh Tokens granting access to the UserInfo endpoint. 6. Optionally the Connecting Party may request the additional user information (e.g. Role Based Access Control, email address) from the UserInfo endpoint by presenting the Access Token obtained in the previous step. <p>This flow provides the dual benefits of:</p> <ol style="list-style-type: none"> 1. Not exposing any tokens to the user agent, e.g. web browser or applications with access to the user agent.

	<p>2. Allowing the Connecting Party to be authenticated before exchanging the Authorisation Code for tokens.</p> <p>This flow requires that a Relying Party can securely maintain a client secret between themselves and NHS CIS2. The Authorisation Code is a temporary code generated by NHS CIS2. An Authorisation Code can only be used once and typically has a short expiry time. The structure of the Authorisation Code is opaque to the connecting party application.</p> <ul style="list-style-type: none"> • <i>Access token - a credential used to access protected resources. It represents specific scopes and durations of access, granted by the resource owner, and enforced by the resource server and authorisation. OAuth 2.0 supports a number of access token types, the type used by OpenID Connect are bearer tokens which can be simply understood as meaning “give access to the bearer of this token”. Access tokens can have different formats, structures, and methods of utilisation based on the resource server security requirements. However, they are represented as a string the structure of which is opaque to the client.</i> • <i>Refresh token - refresh token is a credential used to obtain access tokens. Refresh tokens are issued to the client by the authorisation server and are used to obtain a new access token when the current one becomes invalid or expires, or to obtain additional access tokens with identical or narrower scope. Unlike access tokens, refresh tokens are intended for use only with authorisation servers and are never sent to resource servers. As for access tokens a refresh token is represented as a string that is opaque to the client.</i> • <i>UserInfo - As described above the id token principally holds claims about the authentication event and the identity of the End-User. A Relying Party wishing to obtain further data about the End-User can do this by presenting the access token they obtained to the UserInfo endpoint. A successful request will result in a JSON object containing claims about the End-User being returned.</i> <p>Whilst the remit of NHS England is limited to England, the UK is the location country of data and its sub-processes. All data must be retained within the UK.</p> <p>Data must not be subject to <u>any automated decision making</u></p>
Type of Personal Data being Processed	The Connecting Party process only requires the users Unique User ID (personal data) when integrating with NHS CIS2 and may wish to make use of personal data such as the user's title and name to personalise their screens, organisation name and Role Based Access Control (RBAC) data to control what functions they can use in the application. This also includes the IP address of devices used by the end user when interacting with NHS CIS2 held for audit-purposes.
Categories of Data Subjects	Health and Care staff (including volunteers, agents, and temporary workers).
Plan for return of the data once the Processing is complete unless requirement under union or member state law to preserve that type of data	<p>In line with the requirements of Records Management Code of Practice for Health and Social Care (2016) data:</p> <ul style="list-style-type: none"> • must be held throughout the time a user is an active care identity holder and a subset of the data will be retained for up to 40 years after the user’s digital identity profile is closed, at which point the data set would be subject to review/ destruction. • may be needed in the event of responding to requests for proof of access privileges using audit records. It may also be needed in the event of court proceedings about specific healthcare treatment events which involve clarifying relevant access privileges by clinicians and clinical administrators. •
Connecting Party Data Protection Officer	[Connecting Party to provide name and contact details]

APPENDIX 3F TO THE NHS ENGLAND CONNECTION AGREEMENT

HEALTHCARE WORKER API: SPECIAL TERMS

1) Status of these Healthcare Worker Special Terms

These Special Terms apply to the Healthcare Worker API Service and functionality available from NHS England, as shown in the Services Form in the Connection Agreement (“**Healthcare Worker**”). All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

2) Requirements for using Healthcare Worker

The Connecting Party must appoint a named privacy officer(s) and establish a routine process for the purposes for monitoring access and raising alerts to check patterns of Healthcare Worker access and use. If there is any inappropriate access suspected, the privacy officer will investigate it in line with the usual processes for protecting staff and patient information, and must notify NHS England, and any relevant End User Organisations, of any issues or inappropriate access that occurs. See Services Web Pages link here: <https://digital.nhs.uk/developer/api-catalogue/healthcare-fhir-api>

The Connecting Party must ensure that End User Organisations are aware of this process and the role of the Connecting Party’s privacy officer, and are contractually obliged to support any investigations as required by the Connecting Party.

APPENDIX 3G TO THE NHS ENGLAND CONNECTION AGREEMENT

SPECIAL TERMS AND DATA SHARING ARRANGEMENT FOR THE NATIONAL EVENT MANAGEMENT SERVICE WITH DIGITAL CHILD HEALTH (NEMS DCH)

Special Terms: Applicable to all Connecting Parties selecting National Event Management Service with Digital Child Health (NEMS DCH)

A new clause 5.1(d) is added to this Connection Agreement as follows:

- (d) prior to onboarding any End User Organisation, check that such End User Organisation is subject to terms (whether with the Connecting Party directly, or with a Processor with whom the Connecting Party as a sub-processor has a contract) under which the End User Organisation acknowledges that its use of NEMS DCH is subject to the latest version of the Data Sharing Arrangement for NEMS DCH (the template of which follows these Special Terms, as may be amended from time to time).

A new clause 5.1A is added to this Connection Agreement as follows:

- The Connecting Party shall ensure that it does not transmit or share between End User Organisations, and does not enable or allow any End User Organisations to publish or receive using its services, any Personal Data from within or relating to the NEMS DCH service unless the Connecting Party has appropriate instructions from all such End User Organisations (whether from End User Organisations directly, or via a Processor with whom both the Connecting Party as a sub-processor and the End User Organisations as Controllers have contracts), and all such End User Organisations remain subject to the latest version of the Data Sharing Arrangement (as detailed in clause 5.1(d)).

A new clause 5.1B is added to this Connection Agreement as follows:

- The Data Sharing Arrangement may be amended from time to time. The Connecting Party shall, upon becoming aware that the Data Sharing Arrangement has been amended (whether by notification from NHS England or otherwise) notify all End User Organisations of this, and that continued use of NEMS DCH is subject to the latest version of the Data Sharing Arrangement. This may be achieved by providing such notification directly to End User Organisations or to a Processor with whom the Connecting Party as a sub-processor has a contract, provided such Processor is thereafter obliged to notify all End User Organisations. The Connecting Party shall maintain records of the instructions it receives (as required by clause 5.1B).

Annex to Appendix 3G: Data Sharing Arrangement for National Event Management Service with Digital Child Health (NEMS DCH)

Connecting Parties selecting *National Event Management Service with Digital Child Health (NEMS DCH)* as a Service, shall, prior to onboarding any End User Organisation, check that such End User Organisation has entered into a Data Sharing Arrangement (as may be amended from time to time). A copy is available on the NHS England website, but the current template version is set out below.

PARTY

[INSERT NAME OF CONNECTING PARTY]

BACKGROUND

- A The National Event Management Service (NEMS) is service set up by NHS England under Direction from Department Health and Social Care (DHSC) to provide the Digital Interoperability Platform. The NEMS enables sharing of nationally defined patient data required to inform clinical decisions across all health and care settings and improve the experience of service users by enabling and enhancing the flow of patient information.
- B This Data Sharing Arrangement (“this arrangement”) sets out the purposes for which, and the basis on which, the Shared Personal Data can be shared between the Parties, each being an independent Controller.
- C The Shared Personal Data is solely to be shared between the Parties for the Agreed Purposes pursuant to NHS Act s.7a, as detailed in section 3 and Annex 1 of this arrangement.
- D The Permitted Recipients of the Shared Personal Data are those organisations either providing child health services themselves, commissioned by NHS England or a Local Authority pursuant to the NHS Act 2006 s.7a (or under any other legal obligation to do so), or those providing child health information services (CHIS) for the purpose of such child health services¹.
- E Under this arrangement the Permitted Recipients may share the Shared Personal Data subject to the terms as set out in this arrangement.

DEFINITIONS

Agreed Purposes: shall have the meaning as set out in Annex 1 of this arrangement;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing: shall have the meanings as set out in the Data Protection Legislation in force at the time;

Data Protection Legislation: means (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, (ii) the Data Protection Act 2018, and (iii) any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or Supervisory Authority;

Party, Parties: means the named party signed up to this arrangement and any Permitted Recipient receiving the Shared Personal Data;

Permitted Recipients: means those organisations either providing child health services themselves, commissioned by NHS England or a Local Authority in England pursuant to the NHS Act 2006 s.7 (or under any other legal obligation to do so) or those providing child health information services (CHIS) for the purpose of such child health services as detailed in Annex 1 of this arrangement, the Party to this arrangement; and

Shared Personal Data: means Personal Data sent from one Party to a Permitted Recipient for the Agreed Purposes set out in Annex 1 of this arrangement.

PERSONAL DATA

1. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the joint control of the Parties, each Party shall comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller, and shall not cause the other Party to breach their Data Protection Legislation obligations.
2. Any material breach of the Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate their arrangement with immediate effect.
3. Each Party shall Process the Shared Personal Data only for the Agreed Purposes as set out in Annex 1 of this arrangement.
4. Each Party shall give full information to any Data Subject whose Personal Data may be Processed under this arrangement of the nature such Processing. This includes giving notice that, on the termination of this arrangement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.
5. Where a Party has provided Shared Personal Data to the other Party, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

¹ <https://www.gov.uk/government/collections/nhs-public-health-functions-agreements>

6. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of this arrangement.
7. The Parties shall only provide Personal Data to each other under this arrangement:
 - a) to the extent necessary to perform their respective obligations;
 - b) in compliance with the Data Protection Legislation; and
 - c) for the Agreed Purposes.
8. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
9. A Party Processing Personal Data for the Agreed Purposes shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
10. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party for the Agreed Purposes (**“Request Recipient”**):
 - a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, on receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
11. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party for the Agreed Purposes and shall:
 - a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - b) implement any measures necessary to restore the security of any compromised Personal Data;
 - c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
12. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations for the Agreed Purposes.

We accept the terms set out in this arrangement and the Annex:

Signed for and on behalf of	[End User Organisation to complete]
Name	[End User Organisation to complete]
Job title	[End User Organisation to complete]
Signature	[End User Organisation to complete]
Date	[End User Organisation to complete]

Annex to Data Sharing Arrangement for the National Event Management Service with Digital Child Health (NEMS DCH)

Processing Personal Data

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties acknowledge that they are independent Controllers for the purposes of the Data Protection Legislation.</p> <p>The recipient Controllers are, providers of the s.7a services, Child Health Information Services (CHIS) and other child health organisations with a legal or statutory obligation.</p> <p>The publishing Controllers are Public Health England via their processor's, health screening services, Northgate. Publishers are also the other CHIS and child health organisations and those with a statutory and legal obligation for child health.</p>
Agreed purposes	<p>The processing of the Shared Personal Data is necessary for NHS England (NHSE) and the Local Authorities in England to meet their legal obligations to the Secretary of State pursuant to s.7a NHS Act 2006.</p> <p>The agreed purposes are those listed in this Annex. These include the direct care functions set out in a), b) c) described as 's.7a services'.</p> <p>Controllers for other secondary uses where there is a legal obligation in order to fulfil the s.7a requirements as set out in d).</p> <p>The data may also be used for other purposes where there is a legal obligation or a statutory duty as described in e).</p> <p>a) "s.7a services" Services commissioned by NHS England 2019-20</p> <p>The Public Health Functions Agreement sets out the statutory arrangements under which the Secretary of State delegates to NHS England (NHSE) responsibility for certain elements of the Secretary of State's public health functions. The commissioning of these services imparts a legal obligation for the processing of this data on the controllers; this includes both the direct care and secondary purposes. This data will be used to support the provisions required in order to achieving positive health outcomes for the population and reducing inequalities in health as set out in Annex A and B of the Public Health Functions Agreement 2019/20 and are listed as:</p> <p>Immunisation programmes</p> <ul style="list-style-type: none"> Neonatal hepatitis B immunisation programme Pertussis pregnant women immunisation programme Neonatal BCG immunisation programme Immunisation against diphtheria, tetanus, poliomyelitis, pertussis, Hib and hepatitis B Rotavirus immunisation programme Meningitis B (Men B) immunisation programme Meningitis ACWY (Men ACWY) immunisation programme Hib/ Men C immunisation programme Pneumococcal immunisation programme DTaP/IPV and dTaP/IPV (pre-school booster) immunisation programme Measles, mumps and rubella (MMR) immunisation programme Human papillomavirus (HPV) immunisation programme Human papillomavirus (HPV) immunisation programme for men who have sex with men Td/IPV (teenage booster) immunisation programme Seasonal influenza immunisation programme Seasonal influenza immunisation programme for children Shingles immunisation programme <p>Population Screening programmes</p> <ul style="list-style-type: none"> NHS Infectious Diseases in Pregnancy Screening Programme NHS Fetal Anomaly Screening Programme - Screening for Down's, Edwards' and Patau's Syndromes (Trisomy 21, 18 & 13) NHS Fetal Anomaly Screening Programme - 18+0 to 20+6 weeks fetal anomaly scan NHS Sickle Cell and Thalassemia Screening Programme NHS Newborn Blood Spot Screening Programme NHS Newborn Hearing Screening Programme

NHS Newborn and Infant Physical Examination Screening Programme
NHS Diabetic Eye Screening Programme
NHS Abdominal Aortic Aneurysm Screening Programme
NHS Breast Screening Programme
NHS Cervical Screening Programme
NHS Bowel Cancer Screening Programme (including the Bowel Scope Screening Programme)

b) “s.7a services”: Health Visiting and School Nursing Services commissioned by Local Authorities in England

The Health and Social Care Act 2012 sets out a local authority’s statutory responsibility for delivering and commissioning public health services for children and young people aged 5-19 years. Responsibility for children’s public health commissioning for 0-5 year olds, specifically Health Visiting and School Nursing services transferred from NHS England to local authorities in 2015.

The services include:

10 health reviews

- Anti-natal health promoting visit
- New baby review
- 6-8 week assessment
- 1 year review
- 2-2.5 year review
- 4-5 year health needs assessment
- 10-11 year health needs assessment
- 12-13 year health needs assessment
- School leavers – post 16 review
- Transition to Adult Services review

Delivering against the 6 high impact areas

Transiting of family public healthcare from maternity to health visiting services

Contributing to safeguarding and supporting vulnerable children and families

Contributing to the troubled families programme (or local equivalent)

PHE provide full service specifications for Health Visiting and School Nursing services.²

c) Child Information Service (‘CHIS’)

Where CHIS system and services currently provide a local call and recall function for routine immunisation continue to perform this function until a suitable, quality assured alternative is in place. Quality assurance to include maintained or improved immunisation coverage measured biannually.

Maintain the safe, efficient and effective delivery of the Child Information Services to support the delivery of the Healthy Child Programme, as set out in the CHIS Provider Service Specification, which includes the delivery of the Digital Personal Child Health Record.

<https://www.england.nhs.uk/commissioning/wpcontent/uploads/sites/12/2013/05/chis-provider-service-spec.pdf>

Implement the Professional Record Standard Body (PRSB) Child Health Standard which defines the formats for the capture and display of the child health information and is a foundation for information sharing as described in the operating models for the Healthy Child Programme and supporting IT.

d) Performance Indicators and Key Deliverables:

i) For services commissioned by NHS England

Public Health Functions Agreement 2019/20 requires child health providers to produce management information through the biannual assurance process that includes information on health inequalities.

Performance indicators for services provided pursuant to the agreement in relation to;

- Immunisation programme
- National Screening programme

² <https://www.gov.uk/government/publications/healthy-child-programme-0-to-19-health-visitor-and-school-nurse-commissioning>

	<p>This Public Health Functions Agreement is subject to amendment for 2020/2021 and subsequent years.</p> <p>ii) For Health Visiting and School Nursing Services commissioned by Local Authorities in England</p> <p>The services must provide performance Indicators on the agreed high impact areas.³</p> <p>Accurate and appropriate data must be made available to the Child Health Information Systems (CHIS) to enable local, regional and national data reporting. This will support the delivery, review and performance management of services.</p> <p>Must provide the delivery metrics and outcomes indicators for the 0-19 Healthy Child Programme in a way that supports local data collection in the standard national format, including a responsibility to submit monthly data to the community services dataset (CSDS) formerly the children and young people's data set (CYPHS) from 2017 to NHS England.</p> <p>e) Further purposes</p> <p>The Shared Personal Data received by Permitted Recipients as controllers may be used to fulfil other statutory duties or legal obligations that the controller is subject to. These include but are not limited to;</p> <p>Children Act 1989 Children Act 2004 Children and Families Act 2014 National Health Service Act 1977 National Health Service Act 2006 Special Education Needs and Disability Regulations 2014</p> <p>The Local Authorities (Public) Health Functions and Entry to Premises by Local Healthwatch Representatives and Local Authority (Public Health, Health and Wellbeing Boards and Health Scrutiny) (Amendment) Regulations 2015</p> <p>Updated by: The Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013 and The Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) (Amendment) Regulations 2017</p>
Duration of the Processing	The duration of the processing will be until the controllers withdraw from the arrangement.
Nature of the Processing	<p>Event messages will be processed via the National Event Management Service. This service is a message exchange between the publishing controllers and receiving subscribing controllers.</p> <p>The National Event Management Service (NEMS) is a messaging service that facilitates the sharing of nationally defined patient/service user events between approved health and care organisations, services, care-settings, professionals and patients/service users in near-real time. The publishers and receivers of the events are sharing information as independent data controllers. NEMS provides the means for the data sharing and only collects the limited data necessary to audit and monitor the processing, to evidence the activity and support the publishing and subscribing Controllers.</p>
Type of Personal Data	NHS Number, health and social care data, demographic data, education data.
Categories of Data Subject	Children, health workers and care workers, parents.

3

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/686931/best_start_in_life_and_beyond_com_missioning_guidance_3.pdf

APPENDIX 3H TO THE NHS ENGLAND CONNECTION AGREEMENT

SPECIAL TERMS: PATIENT FLAG API

1. Status of these Patient Flag API Special Terms

These Patient Flag API Special Terms apply to the Patient Flag API services and products available from NHS England, as shown in the Services Form in the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

2. Additional Terms

2.1) In order to connect with any Patient Flag API Service the Connecting Party must also be an approved and active user of PDS, whether by connecting with the PDS FHIR API Service pursuant to this Connection Agreement or by being a registered and approved user of PDS via the PDS HL7 V3 API, Summary Care Record Application (SCRa), PDS MESH or Demographics Batch Service.

2.2) In the case of the Reasonable Adjustment Digital Flag the following clause shall be added to clause 3.2 (Connection Criteria & Requirements) of the Connection Agreement:

“(e) comply with the requirements of DAPB4019 to the full extent that the same are applicable to the Connecting Party’s role and use of the Reasonable Adjustment Digital Flag;”

2.3) In the case of the Reasonable Adjustment Digital Flag the following clause shall be added to clause 5.1 (End User Organisations) of the Connection Agreement:

“5.1 (d) ensure that all End User Organisations are made aware of the requirements of DAPB4019 to the full extent that the same are applicable to the End User Organisation’s role and use of the Reasonable Adjustment Digital Flag;”

2.4) In the case of the Female Genital Mutilation Flag the following clause shall be added to clause 3.2 (Connection Criteria & Requirements) of the Connection Agreement:

“(e) comply with the requirements of DCB2112 to the full extent that the same are applicable to the Connecting Party’s role and use of the Female Genital Mutilation Flag;”

2.5) In the case of the Female Genital Mutilation Flag the following clause shall be added to clause 5.1 (End User Organisations) of the Connection Agreement:

“5.1 (d) ensure that all End User Organisations are made aware of the requirements of DCB2112 to the full extent that the same are applicable to the End User Organisation’s role and use of the Female Genital Mutilation Flag;”

APPENDIX 3J TO THE NHS ENGLAND CONNECTION AGREEMENT

SPECIAL TERMS APPLICABLE TO ALL CONNECTING PARTIES SELECTING PERSONAL DEMOGRAPHICS SERVICE (PDS) ACCESS METHODS INCLUDING SMSP-PDS AND PDS FHIR API

1. The Personal Demographics Service Information Asset Owner (PDS IAO) approval to access PDS is granted on a case-by-case basis. This may cover deployment of the Supplier's product/service to one or multiple End User Organisations (EUOs).
2. Prior to deploying their product/service to second and subsequent End User Organisations, the Connecting Party confirms that if the PDS access request or use-case is different to that which received PDS IAO approval, it shall:
 - Contact demographics@nhs.net for instructions and submit the requested information for scrutiny;
 - Not circulate the End User Organisation AUP, nor enable access to Services, until the position is confirmed by the PDS IAO.
3. The Connecting Party must implement a 'business as usual' process of notifying each new End User Organisation of Appendix 1A: End User Organisation Acceptable Use Policy. Confirmation of this does not need to be provided to NHS England on each occasion.

SAMPLE

APPENDIX 3K TO THE NHS ENGLAND CONNECTION AGREEMENT

SPECIAL TERMS: FOR THE CHILD PROTECTION - INFORMATION SHARING SERVICE (CP-IS)

1) The following clauses shall be added into the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

2) The following shall be added to clause 3.2 (Connection Criteria & Requirements):

3.2 (e) ensure that the CP-IS Service is only used in the following healthcare settings:

- emergency departments
- minor injury units
- walk-in centres
- GP out-of-hours services
- maternity units
- paediatric wards
- ambulance services
- 111 services
- GP in-hours services
- child and adolescent mental health services (all four tiers)
- sexual health: termination of pregnancy services
- sexual health: sexual assault referral centres
- 0-19 services: school nursing and health visiting services
- dentistry (emergency and planned care)

3.2 (f) comply with the requirements of DCB1609 to the full extent that the same are applicable to the Connecting Party's role and position in respect of use of CP-IS;

3) The following shall be added to clause 5.1 (End User Organisations):

5.1 (d) ensure that all End User Organisations are made aware that the CP-IS Service may only be used in the following healthcare settings:

- emergency departments
- minor injury units
- walk-in centres
- GP out-of-hours services
- maternity units
- paediatric wards
- ambulance services
- 111 services
- GP in-hours services
- child and adolescent mental health services (all four tiers)
- sexual health: termination of pregnancy services
- sexual health: sexual assault referral centres
- 0-19 services: school nursing and health visiting services
- dentistry (emergency and planned care)

5.1 (e) ensure that all End User Organisations are made aware of the requirements of DCB1609 to the full extent that the same are applicable to the End User Organisation's role and position in respect of use of CP-IS;

APPENDIX 3L TO THE NHS ENGLAND CONNECTION AGREEMENT

DIRECTORY OF SERVICES – URGENT AND EMERGENCY CARE – REST and SOAP API: SPECIAL TERMS

1. Status of these UEC Directory of Services Special Terms

The following clauses shall be added into the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

2. Connection Criteria

The following clause shall be added to clause 3 (Connection Criteria & Requirements) of the Connection Agreement:

“3.4A The Connecting Party must ensure its product or service:

- i) always retrieves the most recent information available via the UEC Directory of Services at the point it is required; and
- ii) does not cache or otherwise store any UEC Directory of Services service information.”

3. Restrictions

The following clause shall be added to clause 4 (Restrictions) of the Connection Agreement:

“4.2A The Connecting Party shall not (and shall ensure that any third parties acting on its behalf shall not) systematically crawl the UEC Directory of Services. Any activity resembling crawling activity will be monitored and investigated.”

“4.2B NHS England monitors the number of transactions the Connecting Party can make per unit of time, in order to protect the Service against excessive use and denial-of-service (DoS) attacks, and to encourage efficient use. The default rate limit for the production environment is 10 transactions per second (tps) per application. Rate limits are applied per minute, not per individual second, so at the default rate limit of 10tps, the Connecting Party can perform up to 600 transactions in any given (rolling) minute per application. The default rate limit shall apply unless an alternative rate limit is agreed and stated otherwise in the Conformance Documentation. NHS England monitors rate limits and if the Connecting Party exceeds the applicable rate limit NHS England will initially review the rate limit with the Connecting Party but reserves the right to take action pursuant to clauses 4.1 and 4.2.”

4. End User Organisations

Clause 5.1(b) shall be deleted and replaced with:

“ensure that all End User Organisations are made aware of the: i) End User Organisation AUP; and ii) the UEC Directory of Services AUP (as may be amended from time to time). The UEC Directory of Services AUP is available on the NHS England website, and the version as at February 2025 is set out in the Annex to this Appendix 3L.”

ANNEX TO APPENDIX 3L: DIRECTORY OF SERVICES – URGENT AND EMERGENCY CARE – REST AND SOAP APIS ACCEPTABLE USE POLICY (AS AT FEBRUARY 2025)

The UEC Directory of Service REST and SOAP APIs (“DoS”) contains information for a wide range of health and care services across England. It is a core part of the urgent and emergency care system workflow and is responsible for directing patients to appropriate services 24x7x365. Further information on the REST API is available at <https://digital.nhs.uk/developer/api-catalogue/directory-of-services-urgent-and-emergency-care-rest>. Further information on the SOAP API is available at <https://digital.nhs.uk/developer/api-catalogue/directory-of-services-soap>.

This DoS Acceptable Use Policy (AUP) explains the conditions of use and what we prohibit when any party uses the DoS. Any examples of restrictive behaviour in this AUP are not exhaustive.

This AUP may be amended from time to time. Any variation shall be effective from the date it is made available to you. By using the DoS, you agree to the latest version of this AUP. If you violate this AUP or authorise or help others to do so, we may suspend or terminate your use of the DoS.

This AUP applies alongside and in addition to the NHS England Connection Agreement End User Organisation Acceptable Use Policy, published at <https://digital.nhs.uk/services/operations>, as may be amended from time to time (the ‘CA AUP’). In the event of any conflict between this AUP and the CA AUP this AUP shall take precedence.

This AUP applies to:

- a) all organisations who make use of the DoS, including those who access and consume data from DoS but via a third-party product or service, who are known as an '**End User Organisation**'; and
- b) all individuals accessing any the DoS via a third-party product or service pursuant to their engagement or employment by an End User Organisation, who are known as '**Individual End Users**'.

End User Organisations will have a web service account, and Individual End Users will have a user account, which is subject to regional authorisation.

While we've done our best to make this AUP complete, readable, and understandable, you may still have additional questions. If so, email Find the Right Service, Integrated Search team ssd.nationalservicedeak@nhs.net or call 0300 303 4034.

CONDITIONS OF USE

Permitted Uses of the DoS

The DoS is only for use for geographic searches within England, in support of the provision of direct care (meaning a clinical, social or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering of individuals and does not include activities that contribute to the overall provision of services to a population as a whole or a group of patients, as more particularly described in the most up-to-date published guidance of the National Data Guardian (<https://www.gov.uk/government/organisations/national-data-guardian>)).

You are not allowed to sell, manipulate, or otherwise distribute DoS data for any purpose beyond supporting the provision of direct care.

As an Individual End User you must only use DoS in the performance of your professional role and as instructed by your employer.

The DoS is provided on an "as is" and "as available" basis without (to the extent permitted by law) any warranty or representation of any kind either express or implied (including the implied warranties of merchantability and fitness for a particular purpose).

Be responsible when displaying information publicly

Not all service information in DoS is appropriate for displaying directly to the public - many services are only available via professional referral routes and are not appropriate for self-referral by a member of the public. The information you display to the public could influence decision-making which could introduce an amount of clinical responsibility and risk on your part.

If you are planning to present DoS information directly to the public, you must ensure patient safety is NOT compromised through the use of this API or the presentation of the data – responsibility for clinical assurance will sit with you.

Keep data fresh

You must not cache or otherwise store DoS service information. You should always retrieve the most recent information available via the DoS at the point it is required.

Don't crawl the API

You are not allowed to systematically crawl the DoS. Any activity resembling crawling activity will be monitored, investigated, and could lead to your DoS access being suspended or revoked.

Monitoring, enforcement, suspension and termination

You may stop using the DoS at any time.

If you have not used the DoS (as evidenced by the activity logs that we hold) for a period of six months or longer we will terminate your access. This applies to Individual End User accounts, and to integrated web service accounts if no individual associated with an End User Organisation has used the DoS.

Once usage has been ceased all data originating from the DoS will be out of date and must not be used in any setting.

If you wish to re-access the DoS Services, you will need to undertake the onboarding process again.

To protect the availability of the DoS as a shared resource for the delivery of health and social care services in England, where (at our sole discretion) we have concerns in respect of the clinical risk, security, information assurance or information governance arrangements of the DoS or NHS England's vires, we reserve the right to:

- i) modify the DoS;
- ii) refuse access to the DoS;
- iii) restrict or modify access to the DoS; and/or
- iv) suspend access to the DoS.

We reserve the right, but do not assume the obligation, to investigate any violation of this AUP or misuse of the DoS. You accept that NHS England may request evidence of continuing compliance with this AUP, and may request copies of documentation, design, and relevant external certifications, and you shall co-operate, provide all relevant assistance, and fulfil such requests within the timescales requested provided the requests and timescales are reasonable.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate information about you, your users or your organisation.

We also may, where required, cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

How we will respond if your activity contravenes this AUP

If we believe that your activity is non-compliant with this AUP we will first perform an impact assessment to decide the level of risk posed by your activity.

Where we identify a significant risk to the DoS or wider NHS systems as a result of your usage, our priority will be to protect the DoS or wider NHS systems and so we may immediately suspend your access without prior notice.

Where we do not feel that your usage poses an immediate risk, we will contact you to discuss your usage to agree a way forward, advising of our intention to suspend your access if the usage is not made compliant within a reasonable timeframe.

Information governance

The DoS provides access to information about NHS services, which can include service contact information and information about level and types of service provided. This may constitute personal data of staff or care providers but does not include any special category data. Please see the privacy notice for more [details](#).

APPENDIX 3M TO THE NHS ENGLAND CONNECTION AGREEMENT

NHS E-REFERRAL SERVICE APPLICATION RESTRICTED API: SPECIAL TERMS

The following clauses shall be added into the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

1) DEFINITIONS AND INTERPRETATION

The following new definitions shall be added to clause 1.1:

‘Senior Responsible Person’ means a senior member of staff at each End User Organisation with the required NHS Spine profile and role;

‘Initial Connection Approval Form’ means the form to be submitted by the Connecting Party in respect of each End User Organisation, available at [End User Organisation responsibilities for NHS e-Referral Service Application Restricted Application Programming Interface \(API\) Access - NHS Digital](#) as may be amended or replaced from time to time;

‘Senior Responsible Person Change Request Form’ means the form to be submitted by the Connecting Party in respect of any change to any Senior Responsible Person, available at [End User Organisation responsibilities for NHS e-Referral Service Application Restricted Application Programming Interface \(API\) Access - NHS Digital](#) as may be amended or replaced from time to time;

2) END USER ORGANISATIONS

The following shall be added to clause 5:

5.6A It is the Connecting Party’s responsibility to:

- (a) prior to onboarding ensure that each End User Organisation is made aware of the information found at: [End User Organisation responsibilities for NHS e-Referral Service Application Restricted Application Programming Interface \(API\) Access - NHS Digital](#)
- (b) prior to onboarding ensure that an Initial Connection Approval Form is completed and submitted to authorise the initial connection between the Connecting Party, NHS e-Referral Service and each End User Organisation;
- (c) ensure that an agreed change process is in place with all End User Organisations to ensure timely amendments to the Senior Responsible Person as and when required using the Senior Responsible Person Change Request Form; and
- (d) ensure that all End User Organisations are made aware of any changes to any of the information or forms referenced above.

APPENDIX 3N TO THE NHS DIGITAL CONNECTION AGREEMENT

IMMUNISATION HISTORY API: SPECIAL TERMS

1. Status of these Immunisation History API Special Terms

These Immunisation History API Special Terms apply to the Immunisation History services and products available from NHS England, as shown in the Services Form in the Connection Agreement. The following clauses shall be added into the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

2. Additional Terms

- a. In order to connect with the Immunisation History API Service the Connecting Party must also be an approved and active user of PDS, whether by connecting with the PDS FHIR API Service pursuant to this Connection Agreement or by being a registered and approved user of PDS via the PDS HL7 V3 API, Summary Care Record Application (SCRa), PDS MESH or Demographics Batch Service.
- b. The Immunisation History API Service cannot be used for any purpose that generates, could be used to generate, or promotes, proof of vaccination for citizens to use for travel, domestic or other purposes.

APPENDIX 30 TO THE NHS ENGLAND CONNECTION AGREEMENT

NHS NOTIFY: SPECIAL TERMS

ABOUT NHS NOTIFY

NHS Notify is a standalone product provided by NHS England that allows the Connecting Party to integrate products and services with NHS Notify and support End User Organisations to enable the use of communications channels without the need for further direct integrations with other services. NHS England provides the software and support for NHS Notify API and MESH connections, the two methods for exchanging information between the Connecting Party and NHS Notify.

The following changes shall be made to the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

DEFINITIONS AND INTERPRETATION

The following new definitions shall be added to clause 1:

“**Clinical Authorisation**” means the clinical approval of the Connecting Party’s products or services for use by Individual End Users to access to a health or care service.

“**Data Access Management Controls**” means the process of managing and controlling the data an Individual End User is permitted to access.

“**Communications Channels**” means the multiple messaging channels offered by NHS Notify to communicate with patients or citizens including NHS App messaging, email, RCS, SMS and letters.

“**Requirements**” means the requirements as set out in the suite of specifications, policies, guidance and documents outlined on the Services Web Page, including but not limited to the requirements set out at <https://digital.nhs.uk/services/nhs-notify/terms-and-conditions> as may be amended from time to time;

The following definition shall be amended as follows:

“**Purpose**” means the interface of the Connecting Party's product or service with the Service(s) so that the Connecting Party may provide such product or service to the End User Organisation(s), subject to separate terms between such parties, and that is strictly and solely for the purposes as set out in the NHS Notify Services Directions 2025 <https://digital.nhs.uk/about-nhs-digital/corporate-information-and-documents/directions-and-data-provision-notice/secretary-of-state-directions/nhs-notify-service-directions-2025>

CONNECTION CRITERIA

The following shall be added to clause 3:

- 3.2A The Connecting Party shall, in all cases (including where the Connecting Party is not responsible for the identification, onboarding or management of End User Organisations (as selected in the Services Form)), be responsible for:
- 3.2A.1 ensuring that all medical devices are appropriately registered, and all relevant laws and decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, regulatory authorities and other applicable government authorities are complied with; and
- 3.2A.2 ensuring appropriate Data Access Management Controls and Clinical Authorisations are in place and are complied with.
- 3.3.A The parties agree that the Connecting Party provides its products and services to End User Organisations and/or Individual End Users, and that NHS England’s role relates solely to i) making NHS Notify available to such products or services and /or ii) enabling communications relevant to such products and services to be served via NHS Notify, but that NHS England does not otherwise have any role in the availability or operation of such products or services.
- 3.3.B NHS Notify enables the Connecting Party to send communications to Individual End Users. The Connecting Party shall only use this functionality in respect of Individual End Users to whom the Connecting Party is commissioned and instructed by an End User Organisation to do so, or where the Connecting Party otherwise has legal basis as a Controller to do so.

RESTRICTIONS

The following shall be added to clause 4:

- 4.5A NHS England is not responsible for verification and testing of the Connecting Party’s services and products. The Connecting Party agrees that NHS England shall only be responsible for a Clinical Safety Incident to the extent that it was directly caused by an NHS England failure in relation to the provision of the NHS Notify Service only.

END USER ORGANISATIONS

Clause 5.1(b) shall be deleted and replaced with:

- (b) ensure that all End User Organisations are made aware of the: i) End User Organisation AUP; and ii) the NHS Notify AUP (as may be amended from time to time). The NHS Notify AUP is available on the NHS England website <https://digital.nhs.uk/services/nhs-notify/acceptable-use-policy>, including but not limited to the fact that: i) End User Organisations are responsible for the content of all communications that are issued to patients and citizens via the NHS Notify Service; and ii) End User Organisations are responsible for ensuring they comply with all Data Protection Laws and other laws in respect of the recipients and content of all communications.

DATA PROTECTION RELATIONSHIP BETWEEN CONNECTING PARTY AND END USER ORGANISATION(S)

The following shall be added to clause 6:

- 6.1A The Connecting Party acknowledges that NHS England is a Controller of certain Personal Data Processed in order to deliver the NHS Notify Service, but in providing NHS Notify NHS England does not: i) determine when, why or to whom communications are issued; ii) content approve or author any communications; or iii) act as a Controller in respect of any communication content.
- 6.4A NHS England can employ with agreement from the Connecting Party and/or End User Organisations a stop service function which will stop communications being issued. The Connecting Party and/or End User Organisations must assess the impact from the stop service for communications issued or to be issued and agree the restart of the sending of communications. Where the Connecting Party is acting as a Processor for End User Organisations the Connecting Party must ensure it complies with the End User Organisations' instructions in respect of any stop service.

SAMPLE

APPENDIX 3P TO THE NHS DIGITAL CONNECTION AGREEMENT

IMMUNISATION FHIR API: SPECIAL TERMS

1. Status of these Immunisation FHIR API Special Terms

These Immunisation FHIR API Special Terms apply to the Immunisation FHIR Services and products available from NHS England, as shown in the Services Form in the Connection Agreement. The following clauses shall be added into the Connection Agreement. All other provisions of the Connection Agreement shall remain unaffected by the Special Terms set out below.

2. Connection Criteria

The following shall be added to clause 3.2:

“(e) Only use the Service: i) for the types of vaccination events for which the Connecting Party has been assured, as set out in the Conformance Documentation, and which its End User Organisations have legitimate use cases for ;and ii) to accurately identify vaccination events to the type of vaccination event as defined in the Immunisation FHIR API specification.”

3. Additional Terms

- a. In order to connect with the Immunisation FHIR API Service the Connecting Party must also be an approved and active user of PDS, whether by connecting with the PDS FHIR API Service pursuant to this Connection Agreement or by being a registered and approved user of PDS via the PDS HL7 V3 API, Summary Care Record Application (SCRa), PDS MESH or Demographics Batch Service. The Connecting Party must use this PDS connection to confirm patient details are accurate before sending an event to the Immunisation FHIR API.
- b. The Immunisation FHIR API Service cannot be used for any purpose that generates, could be used to generate, or promotes, proof of vaccination for citizens to use for travel, domestic or other non-healthcare related purposes.
- c. The Connecting Party shall ensure, through use of role based access controls and other appropriate means, that changes (update or delete) can only be made to patient vaccination event records where the End User Organisation making such change is either: i) the Controller for the original vaccination event; or ii) the registered GP for the relevant individual; and that complete audit records are maintained of all changes and versions of every vaccination event record.