

# Draft: Memorandum of Understanding relating to Patient Communications

Between:

<b>NHS England of 7 &amp; 8 Wellington Place, Leeds LS1 4AJ as host of NHS Notify</b>	<b>[Customer name and address] (the "Customer")</b>
Signature: Click or tap here to enter text.	Signature: Click or tap here to enter text.
Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Title: Click or tap here to enter text.	Title: Click or tap here to enter text.
Date: Click or tap here to enter text.	Date: Click or tap here to enter text.

**Commencement Date:** Click or tap here to enter text.

## Background

NHS Notify, an NHS England service, allows organisations and services to send NHS App messages, emails, texts and letters to patients and the public more effectively. The Customer and NHS England agree that the following terms of this Memorandum of Understanding ("MOU") apply to the Customer's use of NHS Notify. This MOU is not a legally binding contract but is intended to represent a clear arrangement by NHS England and the Customer to honour, observe and perform the obligations entered into and for the Customer to pay for and adhere to the documents referenced to the standard and level set out within this MOU.

## Agreed Terms

1. NHS England will make NHS Notify available to the Customer as set out on the [NHS Notify service catalogue](#) on an "as is" and "as available" basis. Details of the system and other requirements that the Customer must ensure it can meet in order to make use of NHS Notify are set out in the [NHS Notify terms and conditions](#).
2. NHS England will publish details on the [NHS Notify service catalogue](#) about the NHS Notify service along with updates to any policies relevant to the use by Customer of NHS Notify.
3. All routing plans are held within the NHS Notify instance of Confluence, any requested changes must be raised via ServiceNow.

4. Unless Clause 5 applies, the Customer will comply with obligations, so far as are relevant to the purpose of this MOU, including, but not limited to, the [End User Acceptable Use Policy](#) and the [NHS Notify Acceptable Use Policy](#), as amended from time to time, with references to the "End User Organisation" and "Connecting Party" being read as references to the Customer.
5. To the extent that a recipient is using the Customer's products or services that interface with NHS Notify, that recipient is considered an "**End User**" and:
  - a. the Customer is fully accountable and responsible for the management of the End User in relation to the use of NHS Notify;
  - b. the Customer must, on request, promptly provide NHS England with the identity and details of the End User; and
  - c. the Customer will comply with, and must ensure that the End User is aware of and complies with, the End User Acceptable Use Policy and the NHS Notify Acceptable Use Policy referred to in Clause 3 with references to the "End User Organisation" in the policies being read as references to the End User explained in this Clause 4 and references to "Connecting Party" being read as references to the Customer.
6. The Customer will comply with (and where Clause 4 applies will ensure the End User Organisation will comply with) any onboarding assurance or supplier conformance requirements as determined by NHS England and advised to the Customer from time to time.
7. The Customer will make payments as set out in Annex 1 to this MOU. NHS England may, at its discretion, update these payment terms from time to time and will communicate the same to the Customer by providing an updated Annex 1. The Customer accept the payment terms in any updated Annex 1. Any non-acceptance will be considered a breach of this MOU.
8. This MOU comes into force on the Commencement Date (as specified at the top of this MOU) and shall remain in force until terminated in accordance with this clause. Either party may terminate this MOU by giving 30 days' notice to the other party at any time. If the Customer is in breach of this MOU, where the breach is capable of remedy, NHS England may require the Customer to agree a remediation plan which shall be implemented by the Customer within 30 days. At NHS England's discretion or where the breach is not capable of remedy, NHS England may terminate this MOU with immediate effect on notice in writing to the Customer.
9. The Customer must comply with (and where Clause 4 applies will ensure the End User Organisation will, where relevant, comply with) any offboarding requirements in relation to NHS Notify as determined by NHS England and

communicated to the Customer from time to time.

10. NHS England may, at its discretion, assign, novate or otherwise dispose of any or all of its rights and/or obligations under this MOU to anybody which performs any of the relevant functions of NHS England and the Customer will, at NHS England's request, if necessary enter into a novation agreement in such form as NHS England specifies. The Customer shall not assign, novate or otherwise dispose of any or all of its rights and/or obligations under this MOU without the prior written consent of NHS England.
11. All notices given by one party to another in connection with this MOU must be in writing and, for the purposes of NHS England, must be sent to the email address communicated to the Customer by NHS England for this purpose and as updated from time to time. The Customer must inform NHS England of the email address to be used for notices as soon as practicable after the Commencement Date.

## Annex 1: Payment Terms

**The Customer** has entered into this MOU with NHS Notify to support the provision of its messaging services.

The Customer agrees that:

1. the charges set out apply from 1 August 2025 for the financial year 2025/26, and thereafter until such time as NHS Notify may amend them in respect of future financial years. Any transactions before this date will be charged on a cost recovery basis;
2. recharges will be applied to actual volumes as follows:

Message channel	Unit price
Letters – standard*	£0.7000
SMS – per fragment	£0.0233

\*Prices include: paper; postage; double-sided black and white; printing; and C5 size envelopes with an address window.

Please note that where letters are eligible for a lower postage rate, this will be applied.

All prices exclude VAT.

3. the above pricing assumes standard template usage and a standard proportion of alternative formats. In the event that the costs differ significantly from the above pricing, NHS Notify may adjust the charges accordingly.
4. based on indicative volumes, recharges are projected as follows:

Message channel	Projected volume for FY 2025/26**	Expected Annual value (Price x volume)
Letters – standard	Click or tap here to enter text.	£Click or tap here to enter text.
SMS – per fragment	Click or tap here to enter text.	£Click or tap here to enter text.

\*\* Volumes are indicative.

5. increases to direct costs (e.g. postal tariff increases) will be passed to the customer. We will give the Customer as much notice as possible prior to any increase in charges coming into effect and will issue a new version of this agreement to reflect the change.
6. queries regarding the application of the above charges to actual volumes should be submitted within 90 days of the relevant period.
7. it shall detail below the ODS codes of all its End Users for whom NHS Notify will be used, and update this as it changes (which may be done by email to [england.nhsnotifyonboarding@nhs.net](mailto:england.nhsnotifyonboarding@nhs.net), without the need to re-sign this MOU);
8. costs will be recharged monthly into the relevant cost centre as part of month end processes. The cost centre to be used to recharge will be:[Click or tap here to enter text.](#);
9. these payment terms shall apply regardless of any pre-existing commitments that the Customer has made to suppliers of other communication services, and such commitments shall not act to reduce or remove the Customer's obligation to accept recharges for use of the NHS Notify service as required by this MOU;
10. it will not be able to go live with NHS Notify until this MOU is signed and the payment process as required by this Annex 1 is set up.

## **End User Organisations**

This table should detail all ODS codes of all End Users in respect of whom the Customer may use NHS Notify.

<b>End User Organisation (to log into NHS Notify)</b>	<b>ODS code</b>