

TERMS AND CONDITIONS

NHS DIGITAL

Connection Agreement

A contract is formed between the party who signs below ("**Connecting Party**") and the Health and Social Care Information Centre of 1 Trevelyan Square, Leeds ("**NHS Digital**") on the date the Connecting Party signs this document. The "**Connection Agreement**" comprises the appended terms and all documents attached to, referred to or linked to (by URL) in: (i) the appended terms; (ii) on the Services Web Pages and supporting repositories maintained by NHS Digital in relation to the connected products 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.

Connecting Party Name:

Connecting Party Address:

Signature:

Name / Role:

Date:

IMPORTANT: You may need to provide brief details in the 'Services Form' overleaf; indicated by '**Connecting Party to complete**'

TERMS AND CONDITIONS

SERVICES FORM

If Connecting Party is accessing multiple services ensure all are addressed in this table, including any pre-existing services.

List of NHS Digital products and services (and where known, with links to relevant Services Web Pages):	Service(s)		Connecting Party Only one, or none, of these three columns can apply			Connecting Party's relationship to End Users		
	Service(s) Selected? (X)	Applicable Special Terms (state either "None" or reference the relevant Appendices)	Connecting Party is a processor for NHS Digital <i>Appendices 2a&2b apply</i>	Connecting Party is an independent controller alongside NHS Digital <i>Appendices 2a&2d apply</i>	Connecting Party is a joint controller with NHS Digital <i>Appendices 2a&2e apply</i>	Data protection relationship between Connecting Party and End User Organisation(s) <i>Appendix 2c applies</i>	End User Organisation(s) description(s) and role(s) (including data protection relationships of Connecting Party and each End User Organisation)	Detail if the Connecting Party has no End User Organisations (other than in respect of any organisation commissioning it, including on a national basis).
GP Connect: https://developer.nhs.uk/apis/gpconnect/		Appendix 1B applies	TBC	TBC	TBC	TBC	TBC	TBC
<u>Connecting Party Bespoke Special Terms</u>								

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In 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, including the Special Terms, Connecting Party Bespoke Special Terms and information contained on the Services Web Page;

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

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

"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 used to assess or demonstrate the Connecting Party's compliance with this Connection Agreement, including the Supplier Conformance Assessment List ("SCAL"), or such alternatives as NHS Digital may require from time to time;

"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 Digital website, and the version as at 25 March 2020 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 Digital 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;

"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;

"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;

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

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

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

TERMS AND CONDITIONS

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

"Special Terms" means any supplemental terms identified as Special Terms and which shall be incorporated into this Connection Agreement;

"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) Connecting Party Bespoke Special Terms;
- (b) Special Terms;
- (c) the front end terms of this Connection Agreement;
- (d) all other information contained on the Services 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 Digital, 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 Digital to be in breach of the Health and Social Care Act 2012, NHS Code, DHSC guidance, or other statutory duties governing how NHS Digital may disseminate information;
- (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 Digital 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.

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 accepts that NHS Digital 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.

3.6 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 Digital 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 Digital'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),

TERMS AND CONDITIONS

- and where reasonably possible in the circumstances, NHS Digital 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 Digital's reasonable opinion) constitutes:
- (a) excessive use beyond fair usage volumes and/or a breach of usage policies published by NHS Digital from time to time;
 - (b) a failure to comply or is inconsistent with any reasonable instructions provided by NHS Digital 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 Digital 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 Digital 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 To the extent permissible by law, NHS Digital 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 Digital has been advised of the possibility of such loss or damage.
- 4.6 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 Digital.
- 4.7 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. VERSIONS**
- 5.1 NHS Digital shall publish on the Services WebPage:
- (a) the Requirements and all new versions to apply to each Service from time to time; and
 - (b) details (if available) of any anticipated material changes to the Requirements.
- 5.2 Subject to any variation expressed on the Services Web Page, NHS Digital's aim is to support the previous versions of the Requirements for a minimum period of 12 months from the date it publishes any revision.
- 6. CHANGE MANAGEMENT**
- 6.1 The Connecting Party shall comply with the relevant NHS Digital service management processes and procedures regarding notification of changes to its products and services to the extent such changes could reasonably be expected to impact the Service(s) or (where relevant) the End User Organisations.
- 6.2 If NHS Digital notifies the Connecting Party of changes to the underlying systems, components or processes relevant to the Service(s) which are managed by NHS Digital, the Connecting Party shall make any necessary changes to its products and services.
- 7. END USER ORGANISATIONS**
- 7.1 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 Digital, provide to NHS Digital the identity and details of all End User Organisations associated with any Service(s) within such reasonable timescales as NHS Digital may request;
 - (b) ensure that all End User Organisations are made aware of the End User Organisation AUP;
 - (c) ensure that all End User Organisations are provided (upon request) with the Requirements and Conformance Documentation; and
 - (d) prior to onboarding any End User Organisation, check that such End User Organisation is registered for the Data Security Protection Toolkit and has a current latest status rating of at least 'standards met'.
- 7.2 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.
- 7.3 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 clauses 7.1(a) and 7.1(b) by meeting them in respect of any such lead End User Organisation. The Connected Party must meet its obligations pursuant to clauses 7.1(c) and 7.1(d) in respect of each End User Organisation.
- 7.4 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.
- 7.5 If an End User Organisation does not comply with the End User Organisation AUP, NHS Digital 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).
- 8. SERVICE MANAGEMENT**
- 8.1 The Connecting Party shall reasonably collaborate with NHS Digital and third parties also connecting to the Service(s) to help investigate and resolve Incidents.

TERMS AND CONDITIONS

8.2 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.

8.3 The Connecting Party shall publish an appropriate escalation and complaints process for use by third parties connecting to the same Service(s).

8.4 The Connecting Party shall:

(a) notify NHS Digital 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 Digital; and

(b) provide NHS Digital 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 Digital until resolution.

8.5 If NHS Digital 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.

8.6 The Connecting Party may request that NHS Digital 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.

8.7 The Connecting Party shall ensure that a HSSI Manager is available to cover its defined documented support hours. Upon request from the Service(s) 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(s) Bridge.

8.8 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 Digital will provide a recommendation to the Connecting Party if it deems that the reported Clinical Safety Incident is not a Clinical Safety Incident.

9. LICENCES

9.1 NHS Digital 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 Digital 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 Digital's instructions in relation to the destruction or return of any such materials.

9.2 The Connecting Party hereby grants to NHS Digital 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 Digital.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights created and developed by NHS Digital 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 Digital. The Connecting Party acknowledges and accepts that NHS Digital 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 Digital's name, logo or brand, or any other NHS names, logos or branding without the prior written consent of NHS Digital, 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 Digital 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 Digital 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 Special 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 security measures (including up-to-date anti-virus software) as would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances and exercising a degree of skill and care, diligence, prudence and foresight.

11.3 The Connecting Party must notify NHS Digital 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 Digital'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. 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 Digital may disclose the Connecting Party's Confidential Information:

(a) to the Department of Health and Social Care, NHS England, NHSx, and to any other commissioners of Direct Care and/or any health or social care body or organisation whose remit relates to Direct Care;

TERMS AND CONDITIONS

	(b)	to any central government body;		terminate any or all of the Service(s) and/or terminate this Connection Agreement.
	(c)	to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;	14.2	NHS Digital reserves the right to inform the Connecting Party's End User Organisations of the pending suspension and termination.
	(d)	if NHS Digital (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;	14.3	NHS Digital 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).
	(e)	on a confidential basis to exercise its rights or comply with its obligations under this Connection Agreement; and/or	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):
	(f)	on a confidential basis to a proposed transferee, assignee or novate of, or successor in title to, NHS Digital.	(a)	on written notice to NHS Digital with immediate effect in the event that it is notified of a material unilateral change to the Connection Agreement in accordance with clause 21.2(b) that would have a material adverse impact on the Connecting Party; or
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 Digital.	(b)	at any time on 30 days written notice to NHS Digital.
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:	14.5	The Connecting Party shall comply with any exit or offboarding requirements as NHS Digital may reasonably specify.
	(a)	Government Department;	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 Digital deems this to be appropriate.
	(b)	Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);		
	(c)	Non-Ministerial Department; and	15.	NOTICES
	(d)	Executive Agency.		All notices given by one party to the other under this Connection Agreement shall be in writing and sent to such email address as the relevant party shall nominate from time to time.
12.6		In relation to NHS Digital's obligations under the Freedom of Information Act 2000 and/or Central Government transparency requirements, the Connecting Party hereby gives its consent for NHS Digital to: (i) publish to the general public; and/or (ii) disclose to a specific requester or requesters, the Confidential Information. NHS Digital 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 Digital shall have the final decision in its absolute discretion and the Connecting Party acknowledges that NHS Digital may be required to disclose Confidential Information without consulting the Connecting Party.	16.	DISPUTE RESOLUTION
13.		REMEDICATION	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.
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 agree a remediation plan with NHS Digital 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.	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).
13.2		Unless otherwise agreed, the period for implementation of the remediation plan shall be 30 days.	17.	RELATIONSHIP OF THE PARTIES
14.		TERMINATION		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.
14.1		If the Connecting Party is in breach of obligations under this Connection Agreement then NHS Digital 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	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.

TERMS AND CONDITIONS

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 Digital 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. VARIATION

21.1 NHS Digital is providing standard services and may need to make changes to the delivery of those services and these terms from time to time. Subject to clause 21.4, NHS Digital reserves the right to unilaterally vary, replace or delete any clause, term or appendix of, or to, this Connection Agreement, or any of the documents referred to in it.

21.2 In respect of any variation or update to this Connection Agreement in accordance with clause 21.1, NHS Digital shall:

- (a) make the same available to the Connecting Party via the Services Web Page from time to time; and
- (b) if the proposed variation or update could reasonably be considered a material change to this Connection Agreement, notify the Connecting Party of the same.

21.3 Any such variation or update shall take effect from the date of publication on the Services Web Page, meaning that from that publication date the new version of this Connection Agreement shall supersede all previous versions.

21.4 Any variation, replacement or deletion to any clause, term or appendix of, or to, the Services Form (including the Connecting Party Bespoke Special Terms) shall not be binding upon the parties unless it is in writing and signed on behalf of both parties to this Connection Agreement.

22. ASSIGNMENT AND NOVATION

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

22.1 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 Digital; or

22.2 any body which substantially performs the functions of NHS Digital,

and the Connecting Party shall, at NHS Digital's request, enter into a novation agreement in such form as NHS Digital shall reasonably specify in order to enable NHS Digital to exercise its rights pursuant to this paragraph 22.

23. ENTIRE AGREEMENT

23.1 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.

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

24. 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.

TERMS AND CONDITIONS

APPENDICES

Service Specific Special Terms	
Appendix 1A – End User Organisation Acceptable Use Policy (AUP)	As will be provided by NHS Digital
Appendix 1B – GP Connect Special Terms	As will be provided by NHS Digital
Appendix 1C – NHS login Special Terms	As will be provided by NHS Digital
Appendix 1D – NHS App Special Terms	As will be provided by NHS Digital
Appendix 1E – NHS Identity Special Terms	As will be provided by NHS Digital
Data Protection Special Terms	
Appendix 2A – Data Processing Form <i>A form to detail the processing to be performed.</i>	As will be provided by NHS Digital
Appendix 2B - Connecting Party as Processor of NHS Digital as Controller <i>e.g. where NHS Digital has a direction re a programme, Connecting Party is a private sector supplier providing services pursuant to that programme.</i>	As will be provided by NHS Digital
Appendix 2C - Data protection relationship between Connecting Party and End User Organisation(s) <i>e.g. where the Connecting Party is a processor to the End User Organisations.</i>	As will be provided by NHS Digital
Appendix 2D - Connecting Party as Controller (either Solely or Jointly with others), Independent of NHS Digital <i>e.g. where Connecting Party is an NHS entity, and is a controller jointly with other NHS entities.</i>	As will be provided by NHS Digital
Appendix 2E - Connecting Party as Joint Controller with NHS Digital (NHS Digital lead on activity)	As will be provided by NHS Digital
Appendix 2F - Connecting Party as Joint Controller with NHS Digital (Connecting Party as lead on activity) <i>e.g. when the Connecting Party is a NHS entity and working jointly with NHS Digital who has a direction in relation to the data, and there is a joint purpose or means in relation to the delivery of the programme.</i>	As will be provided by NHS Digital
Appendix 2G – Data Sharing Arrangement for CP selecting National Event Management Service / Digital Child Health <i>e.g. when the Connecting Party selects National Event Management Service / Digital Child Health (NEMS / DCH), it shall, prior to onboarding any End User Organisation, check that such End User Organisation has entered into this Data Sharing Arrangement</i>	As will be provided by NHS Digital

TERMS AND CONDITIONS