

Appendix 1B to the 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 functionality available from NHS Digital, 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 Digital, 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 Digital 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 Digital 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 5.3 to 5.6 shall be added to the Connection Agreement as follows for the GP Connect Services:

5.3 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.

5.4 NHS Digital 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.

5.5 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.

5.6 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.