

ACCELERATED NETWORK ESTABLISHMENT AGREEMENT

THIS AGREEMENT is made on [date]

BETWEEN:-

- (1) [organisation name]
- (2) [organisation name]
- (3) [...]

(together, the **Network Participants**).

WHEREAS:-

- (A) The Network Participants wish to establish an information sharing network on the basis set out in the Memorandum of Understanding dated [date] between [PartyA,] [PartyB,] and [PartyC] [and others] relating to the operation and activities of the ISN Framework (the **ISN Framework MoU**).
- (B) Annex B to the ISN Framework MoU contains the accelerated network establishment agreement (the **Accelerated Network Establishment Agreement**).
- (C) Given the identity of the Network Participants and the nature of the information that the Network Participants wish to share, the Network Participants wish to adopt an accelerated approach to the establishment of the information sharing network.

IT IS AGREED as follows:-

1. DEFINITIONS

- 1.1 Words and expressions used in this agreement shall have the same meaning as is given to them in the Standard Network Establishment Agreement unless the context otherwise expressly requires.

2. PRINCIPAL RULES

Name of Network	[details].
Network Purpose	[details].
Description of Network Information	[details].
Description of Prohibited Information	[details].
With whom can Network Information be shared	[details].
For what purpose can Network Information be used and/or shared?	[details].
Is the Network to terminate after a certain	The Network shall, unless extended by the unanimous written consent of all Network Participants, function until [date] at

time or upon successful completion of a certain project or is it to be open-ended?	which point the Network shall automatically terminate and be wound up in accordance with Clause 5.
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3. WARRANTIES

- 3.1 Each Network Participant warrants to the others that:-
- 3.1.1 it has the right and authority to enter into this agreement;
 - 3.1.2 its signatory to this agreement is authorised and fully empowered to execute this agreement on its behalf.
 - 3.1.3 it is not an actual or potential competitor of any other Network Participant;
- 3.2 Under clause 8.2 of the Standard Network Establishment Agreement, each Network Participant (the **Data Provider**) who provides access to Information via the Network to another Network Participant (the **Data User**), warrants that the Data Provider has the right to provide that Information to the Data User, that the Data User has the right to use such Information on the basis of the Principal Rules and that such use will not infringe the Intellectual Property Rights of any third party.
- 3.3 Conversely, unless agreed otherwise by all Network Participants, no Network Participant provides any warranty as to the accuracy or integrity of any Information to which it provides access.

4. UNDERTAKINGS

Each Network Participant undertakes to the others that:-

- 4.1 it will at all times comply with the Principal Rules and in particular will:
- 4.1.1 use any Data to which it has gained access via the Network, only for the Network Purpose; and
 - 4.1.2 not share any Data to which it has gained access via the Network, to any person other than the other Network Participants and those persons specified in clause 2 of this agreement;
- 4.2 no Data that it provides to other Network Participants via the Network will contain any Personal Data;
- 4.3 it will notify the other Network Participants as soon as practicable if any of the warranties contained in clause 3 of this agreement is or becomes untrue;
- 4.4 it will at all times comply with the Service Access Terms including the Interoperability Framework;

5. NOTIFICATION

Each Network Participant undertakes to the others to notify each of them immediately in writing of any event, matter or circumstance which comes to its knowledge which is, or may constitute, a breach of, or which is, or may be, inconsistent with any of the warranties contained in clause 3 of this agreement (as if such warranties were given on a

continuing basis from the date of this agreement) or any of the undertakings contained in clause 4 of this agreement.

6. MINIMUM NETWORK REQUIREMENTS

- 6.1 The terms of the Standard Network Establishment Agreement shall be deemed to be incorporated by reference into this agreement with the exceptions set out in clause 6.2 of this agreement. In summary:

Governance

- 6.1.1 the Network will be established with a Network Executive Committee comprising one representative appointed by each Network Participant;
- 6.1.2 clause 3 of the Standard Network Establishment Agreement sets out the rules governing the functioning of the Network Executive Committee;
- 6.1.3 the Network Executive Committee may choose to appoint one person as a Network Orchestrator to oversee certain administrative functions and also to consider the sustainability of the Network;

Value exchange

- 6.1.4 unless the Network Participants agree otherwise, no fee will be chargeable by any Network Provider in respect of the Data to which it is providing access;

Intellectual Property Rights

- 6.1.5 the rights of the Network Participants are protected in clause 15 of the Standard Network Establishment Agreement. In essence, each Data Provider retains title to any Information to which it provides access via the Network, but each Data User will have title to any Information that it develops on the basis of Information sourced from another Network Participant; and

Dispute resolution

- 6.1.6 if a dispute arises between Network Participants, the Standard Network Establishment Agreement contains an escalation process to senior management and if senior management are unable to resolve the dispute, they can agree to submit the dispute to expert determination or alternatively, any Network Participant can pursue the dispute in the courts.
- 6.2 The terms of the Standard Network Establishment Agreement shall be varied as follows:
- 6.2.1 the Principal Rules shall only be capable of amendment with the prior written consent of all Network Participants;
 - 6.2.2 any new Network Participant may only be admitted to the Network with the prior written consent of all Network Participants;
 - 6.2.3 for as long as each of the warranties given by the Network Participants at clause 3.1 of this agreement remains true, clauses 12.1.3 to 12.5 of the Standard Network Establishment Agreement shall not apply;

6.2.4 for as long as there is no breach of:

- (a) clause 3.1.3 of this agreement, clause 12.2 of the Standard Network Establishment Agreement shall not apply; and
- (b) clause 4.2 of this agreement, clause 19 of the Standard Network Establishment Agreement shall not apply;

6.3 Save to the extent set out in clause 6.2 of this agreement, in the event of any conflict between this clause 6 and the terms of the Standard Network Establishment Agreement, the terms of the Standard Network Establishment Agreement shall prevail.

7. This agreement shall be governed by and construed in accordance with the laws of England and Wales.

This deed of adherence has been executed and delivered as a deed on the date shown on the first page.

EXECUTED as a **DEED** by

Signed for and on behalf of
[participant]
Name:
Position:
Signature:

Signed for and on behalf of
[participant]
Name:
Position:
Signature:

Signed for and on behalf of
[participant]
Name:
Position:
Signature:

ANNEX 1: Data fields in scope of network agreement

Field name	Description	Data type	Optionality