

# Health NZ National Event Management Service

## Subscriber Usage Policy (External)

1. **Introduction.** We operate a National Event Management Service (NEMS) that enables information systems to interact.
2. **Scope.** Through our registration process, you have asked for permission to use the National Events Management Service. On the terms of this Usage Policy, we give you limited, non-exclusive, non-assignable, non-transferable licence to use the National Event Management Service for the approved purpose(s) (Purpose) described in the Schedule(s).
3. **Accuracy of information.** We are relying on the accuracy of the information you have provided during the registration and onboarding process. You confirm that this information is accurate and valid and that you will provide any documents you have confirmed you hold as part of the registration process to us within 24 hours of request by us.
4. **Use of the National Event Management Service.** You must only use the National Event Management Service and the information obtained from it for the authorised Purpose(s), in accordance with the terms of this Usage Policy and any additional terms and conditions that may be specified in the Schedule. You will comply with any National Event Management Service platform policies, National Event Management Service standards and API standards, National Event Management Service and API specifications, operational requirements and business processes we publish on our website governing use of the National Event Management Service.
5. **Agreement remains in force unless and until ended under clause 20 Termination.** This Usage Policy remains in force from the date above, unless and until it is updated by Data and Digital or ended earlier in any of the situations described in clause 20 Termination. While the agreement is in force you will retain access to the National Event Management Service and event data. Your access to each event is in accordance with the National Event Management Service platform policies and eligibility as outlined in the Schedule.
6. **Service availability.** Although we do not guarantee service availability, we will strive to ensure the National Event Management Service is available. If we need to temporarily suspend or limit services for operational reasons, we will do our best to let you know beforehand.

7. **Our information and event data.** The term “Our Information” means information about the National Event Management Service such as event use cases and configuration. Health New Zealand | Te Whatu Ora owns all Our Information that you have access to under this Usage Policy. You must not sell, resell, sub-license or grant access to Our Information or event data without the written permission of Data and Digital. If Data and Digital gives written permission, you must ensure that any third party authorised under this clause to whom you supply Our Information or event data complies with the obligations set out in this Agreement as if they were you.
8. **Confidentiality.** Our Information or event data is confidential, and you must keep it that way. You must not disclose Our Information or event data to any third party other than your Authorised Users unless disclosure is required by law or any government agency, Minister of the Crown or parliamentary officer or the information is already, or becomes, public knowledge other than because of your breach of this clause. You understand that event data will include personal information as defined in the Privacy Act 2020 or health information covered by the Health Information Privacy Code 2020.
9. **Legislative obligations.** You must be familiar with and comply with all your statutory obligations, including the Privacy Act 2020 and the Health Information Privacy Code 2020.
10. **Privacy breach.** If a privacy breach occurs, you must comply with the obligations under the Privacy Act 2020 to notify the Privacy Commissioner of serious breaches and notify us as soon as possible. You must work cooperatively with us to respond to, investigate, contain and remedy the breach.
11. **Access control.** You must control who is permitted to access the National Event Management Service event data within your organisation (Authorised Users). You must:
  - a. Maintain a list of individuals within your district/region who are authorised to access the event data.
  - b. Ensure only Authorised Users access the event data, and only for the Purpose.
  - c. Ensure your Authorised Users understand and agree to observe all your obligations for protecting event data.
  - d. Have measures in place to prevent access by people who are not Authorised Users.
  - e. Have a process for recording who is accessing the event data, and what they are doing with the event data.

- f. Regularly review your records to identify misuse or unauthorised access.
  - g. Produce and retain audit logs of access to the event data for at least the duration of this Agreement and provide them to Data and Digital on request.
- 12. **Authentication.** You are responsible for keeping your National Event Management Service authentication keys safe and secure. You are responsible for the use of the National Event Management Service authentication keys. You may not share your authentication keys.
- 13. **Monitoring.** From time-to-time, we may ask you for assurances and records to show that you are complying with this Agreement, which you must provide to us promptly.
- 14. **Intellectual property.** We own all intellectual property rights, title and interest in the National Event Management Service, You must not:
  - a. Give direct access to the National Event Management Service or the event data to any other person without our written permission.
  - b. Copy, reverse-engineer, modify or make derivative work of the National Event Management Service event data.
  - c. Remove any copyright, trademark, patent or other proprietary notices from the Health NZ website.
- 15. **No sublicensing or on-selling.** You must not sub-license any third party to access the National Event Management Service or event data or sell your rights under this agreement without our prior written consent.
- 16. **Contractors.** You must ensure your contractors who have access to the National Event Management Service event data sign an agreement with you which binds them to the same obligations you are bound to under this agreement.
- 17. **Audit logs.** We will capture and keep audit logs of your connectivity to the National Event Management Service and retain them for the period required by the Public Records Act 2005.
- 18. **Artificial Intelligence.** You must not use any information obtained from the National Event Management Service to train any artificial intelligence model or tool without our written consent.
- 19. **Suspension.** We can suspend your access to the National Event Management Service and your use of event data if you do not comply with this Agreement or if you are acting unlawfully or in a way that we consider could undermine trust in the health system.
- 20. **Termination.** You can end this Agreement with written notice at any time. We can end this Agreement:

- a. On 90 days' notice for any reason
- b. Immediately for a serious breach of any of your obligations relating to privacy, confidentiality, or security, or
- c. If you fail to remedy any other breach of this Agreement within 5 days of our notice of breach.

21. **Impact of termination.** Upon termination, you must immediately stop using our Services. Any licence(s) we have granted under this Agreement will terminate immediately and your access credentials will be revoked and/or invalidated. You must permanently delete all your access credentials.

22. **General terms:**

- a. *Updates.* We may update the National Event Management Service platform policies, National Event Management Service standards and API standards, National Event Management Service and API specifications, operational requirements and business processes, and/or the terms of this Agreement from time to time by posting the changes on our website. We will advise you of changes by email.
- b. *Warranties excluded.* The National Event Management Service is provided on an "as is" and "as available" basis without any warranties, whether expressly mentioned or implied. Further, while we will endeavour to provide you with accurate and up-to-date information, we give no warranty of any kind that the information is accurate and up to date.
- c. *Liability.* We exclude all liability to you on our part and on the part of our officers, employees and agents for any loss, damage, cost or expense, loss of profits or savings suffered or incurred by you or your Authorised Users in connection with use of, reliance on, access to, or inability to access, the National Event Management Service and data provided via events, whether in contract, tort (including negligence), statute or otherwise. If we are liable to you, your Authorised Users or any third party under or in connection with this Agreement, our maximum aggregate liability, whether in contract, tort (including negligence), statute or otherwise is limited to \$100.
- d. *Indemnity.* You indemnify us against all liability, losses, damages, costs and expenses which are awarded against, incurred or suffered by us, in relation to non-performance or breach of any your obligations under this Agreement.
- e. *IP indemnity.* You warrant that your use of the National Event Management Service and event data will not violate any third-party

rights (including intellectual property rights) or any laws, rules, regulations or orders.

- f. *No assignment.* You may not transfer your rights or obligations in this Agreement to any third party without our written consent.
- g. *Survival.* The provisions of this Agreement that are by nature intended to survive termination or expiry of this Agreement will remain in full force. For clarity this includes clauses 7, 8, 9, 10, 14, 16, and 18.
- h. *Governing law.* This Agreement is governed by the laws of New Zealand and the courts in New Zealand will have exclusive jurisdiction to settle any claim or dispute in connection with this Agreement.

## Schedule

**Name:** Death Event

**Purpose:** To identify patients who have died.

**Eligibility:** Access to the National Health Index (NHI) System or death data as confirmed by the Health Identity Platform team.

**Privacy:** Subscribers must only process and retain events where the NHI is known to their organisation. All other events should be securely discarded, with an audit log maintained to document the receipt and discarding of such events. This must be included in the subscriber onboarding design.

**Specific terms and conditions:** None apply.

**Name:** Enrolment Event

**Purpose:** To ensure subscribers have up-to-date enrolment information from the National Enrolment Service (NES).

**Eligibility:** Access to the NES as confirmed by the Health Identity Platform team.

**Privacy:** Subscribers must only process and retain events where the National Health Index (NHI) is known to their organisation. All other events should be securely discarded, with an audit log maintained to document the receipt and discarding of such events. This must be included in the subscriber onboarding design.

**Specific terms and conditions:** None apply.