

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SYNDICATION SERVICE

NHS Website Syndicated Content: Standard Licence Terms

1. Introduction

- 1.1. The Department of Health and Social Care owns the “**NHS Website**”, which includes all sections and pages starting with www.nhs.uk, <https://api.nhs.uk> and <https://developer.api.nhs.uk> (but not any other prefixes using the nhs.uk domain). The NHS Website is delivered by NHS Digital. References in this Licence to “**we**”, “**our**” and “**us**” are references to the Department of Health and Social Care and NHS Digital.
- 1.2. The terms and conditions set out here in this “**Licence**” apply to your subscription to and use of our Syndicated Content accessed via our Connections (APIs and Widgets).
- 1.3. **Contacting us.** To find out more about who we are and our role, please visit our websites: <https://www.gov.uk/government/organisations/department-of-health-and-social-care> and <https://digital.nhs.uk/>. If you need support with your use of any Connection or Syndicated Content or wish to contact us for any other reason please go to our [support page](#).
- 1.4. **How we will communicate with you.** If we need to contact you we will do so by email, SMS or by telephone call, using the contact details you provided to us on registration and detailed in your account. You must keep these contact details accurate so that we can contact you. If we cannot contact you we may disable your subscriptions and account. You can check and update your details on your [profile](#).

2. Definitions

These terms, when used in this Licence, have the following meanings:

“**Affiliate**” means any organisation that directly or indirectly controls, is controlled by, or is under common control with either you or us.

“**Connections**” means the application program interfaces (APIs) and widgets connected with the NHS Website, as detailed at <https://developer.api.nhs.uk/nhs-api> and <https://developer.api.nhs.uk/widgets>, which you subscribe to.

“**Inbound Data**” means any i) directory type data or information (including but not limited to names, addresses, postcodes, telephone numbers, descriptions of services); or ii) any ratings and reviews of NHS or other health and social care services that you have collected on your Service; that you supply to us, for display on the NHS Website.

“**NHS Brand**” means: a) the Syndication Graphic; b) the NHS letters (UK registered trademarks UK2336307 and UK2353908); c) the website address “www.nhs.uk” or top level domain “nhs.uk”; or d) any other trademarks, graphics or logos provided by us to you, subject to any conditions applicable to such provision.

“**Service**” means any internet enabled device(s) or environment(s) including but not limited to websites, smart devices, mobile websites, mobile applications, voice applications, GIS systems, digital signage etc.

“**Syndicated Content**” means such text, data, images, video, audio, diagram, self-contained interactive application, animation asset or any other existing or future material supplied, including via XML, JSON, ASCII text based data feed, or other method, that we may make available to you from time to time via the Connections.

“**Syndication Graphic**” means the following graphic, a full resolution version of which can be obtained from <https://developer.api.nhs.uk:>



**Content supplied by
the NHS website
nhs.uk**

“**Works**” means material, products or services created by you using the Syndicated Content, which may be presented in any format, including a different one to the original Syndication Content (i.e. written, images, audio, voice).

2A. COVID-19 widgets and APIs

2A.1 If you are solely using the "COVID-19 Connections" available at <https://developer.api.nhs.uk/coronavirus> (and no other Connections, and not subscribing to provide any Inbound Content) the terms of this Licence are changed as follows.

2A.2 All references to "Connections" are deemed to refer to the "COVID-19 Connections".

2A.3 Account, registration and subscription: You are not required to create an account, but you must provide details of the Service where Syndicated Content and Works will be displayed. We may check this. This, your acceptance of this Licence and use of the Covid-19 Connections is deemed registration and subscription. Accordingly:

- i. all references to your account or profile are deemed not applicable;
- ii. we cannot contact or notify you so all such references are deemed replaced with an obligation for you to regularly check the pages about the COVID-19 Connections;

2A.4 Usage: Clause 8 is not applicable to the COVID-19 Connections.

2A.5 Trial and Live Operation: Clause 10 is not applicable to the COVID-19 Connections.

3. When this Licence applies

- 3.1. By subscribing to any Connection and/or using any Syndicated Content you agree to be bound by this "Licence", which is available at <https://developer.api.nhs.uk/about/terms>.
- 3.2. Clauses 1 to 20 apply to all subscribers to our Connections. If you have subscribed to provide Inbound Data via an inbound application programme interface then this Licence will also incorporate the terms set out in clause 21 **Error! Reference source not found.**
- 3.3. Before you are able to access any Connection or Syndicated Content you must register with us and subscribe to the Connections that you require. You can change the Connections to which you subscribe at any time in your [profile](#).
- 3.4. By agreeing to this Licence you are also agreeing to comply with all the policies and terms detailed at <https://www.nhs.uk/our-policies/> as may be updated from time to time.

4. Our ownership of Connections, Syndicated Content and the NHS Brand

4.1. We own or have the right to use all intellectual property rights (including rights in copyright, design rights, patents, database rights, trademarks, service marks and other intellectual property rights (whether registered or otherwise, and whether applications or final grants) in any country (including but not limited to the United Kingdom)) in:

- the Connections;
- the Syndicated Content; and
- the NHS Brand,

and, other than as expressly permitted below, you will need to obtain permission in writing from us or the owner (where we are a licensee) before you may use these items in any way. We do not sell the Connections, Syndicated Content or NHS Brand to you and we or our licensors remain the owners at all times.

- 4.2. You acknowledge and accept that we have absolute editorial control over all Syndicated Content and that we are editorially independent, and that the editorial integrity of the Syndicated Content is our sole responsibility.
- 4.3. You must notify us as soon as reasonably practicable of any claim or demand brought against you for breach or alleged breach of any third party's rights resulting from the use by you on your Service of the Syndicated Content and NHS Brand.

5. Your Licence to Connections, Syndicated Content and the NHS Brand

5.1. Subject to you complying with the terms of this Licence, and subject to the exceptions detailed in clause 6, we grant you, for the period that you are a subscriber to any Connections, a non-transferrable, worldwide, royalty-free, non-exclusive, revocable licence (with rights to sub-license only as set out in clause 5.2) to:

- i. use the Connections to design, develop, test and configure your Service as necessary to use Syndicated Content;
- ii. copy, back-up, cache, store and make archival copies of the Syndicated Content, solely to support exercise of your rights as set out elsewhere in this Licence;
- iii. use the Connections to access Syndicated Content;
- iv. provide unamended Syndicated Content on your Service;
- v. create and distribute your own Works, which may be adapted for presentation in any format, including a different one to the original Syndication Content (i.e. written, images, audio, voice) and integrated with your Service, provided that such Works:
 - a. are entirely in English language;
 - b. only represent adaptation of Syndicated Content to the extent necessary to present the Works in a different format;
 - c. do not materially change the meaning of the underlying and associated Syndicated Content;
 - d. are not misleading to end users, including not excluding elements of the Syndicated Content returned by a single API node;
 - e. include all applicable warnings or disclaimers, including, but not limited to, warning information in relation to medications; and
 - f. do not include any contextualising or mixing of Syndicated Content with other information provided by the end user or any third party unless the different sources of information are clearly identified to the end user;
- vi. make available such Works on your Service; and
- vii. use the NHS Brand as set out in clause 9;

in all cases provided that any Syndicated Content, NHS Brand or Works are only made available to end users of your Service who: a) have an actual or stated geographical location of the United Kingdom (excluding overseas territories and crown dependencies) or a United Kingdom based account for your Service; and b) are subject to terms of use governed by English law.

5.2. You may only sub-licence your rights granted in clause 5.1:

- i. to the extent necessary to enable your staff, representatives, agents and contractors to undertake development and operation of your Service on your behalf and in your name;
- ii. to the extent necessary to enable your Service to be surfaced on any website or other online point of presence, mobile application, service or feature, whether owned or operated by you or any third party; and
- iii. to any Affiliate;

provided that in each case you remain responsible for ensuring that any such sub-licensee complies with this Licence.

5.3. You must ensure that end users of your Service:

- i. cannot access or use the Connections;
- ii. are made aware of our ownership and/or licence rights to the Syndicated Content and NHS Brand;
- iii. are not permitted to use the NHS Brand; and
- iv. are otherwise subject to terms of use that ensure that Syndicated Content cannot be used other than as set out in this Licence.

6. Medical devices

- 6.1. In this clause “**Medical Device Legislation**” means applicable legislation regulating medical devices, as amended from time to time, including in Great Britain, Medical Devices Regulations 2002 (SI 2002 No 618, as amended) and Medical Devices (Amendment etc.) (EU Exit) Regulations 2020 together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, the Medicines and

Healthcare products Regulatory Agency and other applicable Government authorities, including [Regulating medical devices in the UK - GOV.UK \(www.gov.uk\)](#).

- 6.2. The NHS Website includes certain medical devices (in the form of software applications), known as the “**NHS Website Medical Devices**”. The NHS Website Medical Devices are registered and provided in accordance with the Medical Device Legislation for supply in Great Britain, with NHS Digital as the manufacturer, and are available as Syndicated Content in the form of widgets. NHS Website Medical Devices are, in each case, identified as a registered medical device on the health assessment tool part of the NHS Website [<https://www.nhs.uk/health-assessment-tools/>], the widget descriptor and by the label which is within the relevant Syndicated Content.
- 6.3. In the event that you syndicate and use any NHS Website Medical Devices:
 - 6.3.1. you acknowledge that you may be acting as distributor under Medical Device Legislation;
 - 6.3.2. you acknowledge that the NHS Website Medical Devices are available as complete widgets and cannot be syndicated in part;
 - 6.3.3. you acknowledge that all data inputted into the NHS Medical Devices is solely processed by us and you will have no access to any such data;
 - 6.3.4. the licence granted in clause 5.1 is only valid within Great Britain, and is not worldwide; and
 - 6.3.5. the provisions of clause 5.1v do not apply to NHS Website Medical Devices and you may not create Works from the NHS Website Medical Devices.
- 6.4. In the event that you syndicate and use any NHS Website Medical Devices you are responsible for:
 - 6.4.1. complying with Medical Device Legislation in respect of your supply and use of the NHS Website Medical Devices and any supporting or ancillary content that you may provide alongside the NHS Website Medical Devices;
 - 6.4.2. ensuring, including via technical measures such as firewalls, the NHS Website Medical Devices are only made available to end users of your Service who: a) are located in Great Britain (excluding overseas territories and crown dependencies); and b) are subject to terms of use governed by English law;
 - 6.4.3. ensuring end users of your Service are provided with information about how any data they input into the NHS Website Medical Devices is processed and by who, this is detailed in the [privacy policy](#) which is accessible from within the NHS Website Medical Devices;
 - 6.4.4. ensuring end users of your Service are clearly signposted to report to us, using [Contact us about the NHS website \(www.nhs.uk\)](#), any adverse events, feedback, questions, complaints or other communication relating to the NHS Website Medical Devices;
 - 6.4.5. immediately notifying us, by contacting us at <https://www.nhs.uk/contact-us/give-feedback-or-make-complaint/>, of any adverse events, feedback, questions, complaints or other communication you receive from end users of your Service relating to the NHS Website Medical Devices;
 - 6.4.6. collecting and maintaining full, up-to-date and accurate records relating to the distribution and supply of the NHS Website Medical Devices and of any adverse events, investigations, feedback, questions, complaints or other communication relating to the NHS Website Medical Devices, keeping these for two years after the distribution of the NHS Website Medical Devices by you ceases and making these available to us upon request
 - 6.4.7. assist us as required with any recall or notification activity we undertake in respect of the NHS Website Medical Devices; and
 - 6.4.8. providing us with a named point of contact in respect of the NHS Website Medical Devices.

7. Changes and Suspensions

- 7.1. We may, at our absolute discretion, change, amend, update and/or remove any Syndicated Content and/or change the algorithm of, or change the logic of the Syndicated Content, at any time without notice to you, in particular where this is necessary to ensure that the Syndicated Content remains clinically safe.
- 7.2. We may, at any time and in our sole discretion, change, amend, update, suspend and/or remove any Connection or revise this Licence at any time provided that:
 - i. we shall provide to you via email:
 - a. full details of each such change; and
 - b. an effective date for each such change;
 - ii. we shall provide reasonable notice (usually 28 days) between publication of any change and its effective date, but we reserve the right to make urgent changes in response to emergency situations such as:
 - a. national information, data or cyber security incidents; and
 - b. inappropriate, incorrect or missing information and other clinical safety issues and incidents;
 - iii. it is your responsibility to monitor your email for details of all such changes; and
 - iv. from the effective date applicable to any change:
 - a. such change shall be in full force and effect and supersede all previous versions; and
 - b. you shall comply with such change, including making any necessary changes to your Service and any Works.
- 7.3. Your subsequent continued subscription to any Connection and/or use of Syndicated Content indicates your acceptance of and agreement to any change to this Licence, the Connections or Syndicated Content.

8. Prohibited uses

- 8.1. You must not:
 - i. other than such sub-licensing as is permitted by this Licence, re-syndicate any Syndicated Content whatsoever;
 - ii. use any Connection, Syndicated Content, NHS Brand and/or any Works:
 - a. for, in association with or alongside, purposes that are illegal, fraudulent, malicious, defamatory, or that bring the Department of Health and Social Care, NHS Digital, NHS England or the wider NHS into disrepute;
 - b. in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - c. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, spyware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
 - d. in connection with any kind of denial-of-service attack. By breaching this provision, you may be committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them; or
 - iii. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of any Connection, Syndicated Content or NHS Brand other than as permitted by this Licence.

9. Attribution and Use of the NHS Brand

- 9.1. Syndicated Content or Works must be attributed to the NHS Website as below, and you must make a clear distinction between Syndicated Content, or Works and your other content. Subject to clause 9.3 each attribution should link to the page on the NHS Website that the relevant Syndicated Content has been supplied from. This URL will be supplied as part of the Connection data feed.
- 9.2. Subject to clause 9.3 any visual display of Syndicated Content or Works must be accompanied by a clearly visible Syndication Graphic.
- 9.3. If: i) you are displaying Syndicated Content or Works in a context where a functional link back to the article on the NHS Website is not possible; ii) multiple visual attributions are required per page / view; iii) or the presentation of Syndicated Content or Works is not visual (eg verbal) then a simple attribution referencing www.nhs.uk, nhs.uk or the NHS Website must be used for subsequent or non-visual attributions.
- 9.4. You must use original artwork files for any graphic or logo elements of the NHS Brand and follow the NHS identity guidelines when preparing content. These guidelines include requirements for spacing around logos, background colours and size of the logos. You may only use graphic or logo elements of the NHS Brand in line with this guidance:

<https://www.england.nhs.uk/nhsidentity/identity-guidelines/organisational-logos/>

- 9.5. You must not in a Service use any logo or design that is, or appears to be, in any way similar to the NHS Brand.
- 9.6. You must not use the NHS Brand to advertise, endorse, bring attention to or represent any of your products or services in any form whatsoever, provided that any description of your Service (which may be in advertising and promotional materials) may include and use in text or verbal format 'NHS', 'nhs.uk', 'www.nhs.uk' or 'the NHS website' in a way that is purely descriptive, (e.g. "Find NHS services").
- 9.7. You must not represent, imply or describe:
 - i. yourself as the Department of Health and Social Care, NHS Digital, part of the NHS (unless you are an NHS body), or a partner of any of these; or
 - ii. your Service as being accredited or endorsed by, or an official channel of, the Department of Health and Social Care, NHS Digital or any other part of the NHS (unless you are an NHS body).
- 9.8. You must not infringe any intellectual property rights belonging to the Crown, the Department of Health and Social Care, NHS Digital or any third parties nor remove, obscure, or alter any copyright notice, trademarks, or other notices (including the terms of this Licence) included in the Syndicated Content. For the avoidance of doubt, any unauthorized use of any part of the NHS Brand amounts to such an infringement.
- 9.9. You accept that Syndicated Content may contain branding from third parties and you must implement any third party links and attributions that appear in any Syndicated Content.
- 9.10. If you have any questions in respect of your attribution or use of the NHS Brand you should contact us.

10.Usage caps

- 10.1. When you are subject to a trial subscription you must not call on any Connection over 10 times per minute or more than 1,000 times in any one month .
- 10.2. When you are subject to a live subscription you must not call on any Connection over 4000 times in any 1 hour unless you have requested our permission in advance and we have confirmed in writing or through your account that you may do so.

11.Costs and Commercialisation

- 11.1. There is no charge for this Licence.
- 11.2. You take responsibility for and must pay all costs relating to your subscription to the Connections and the provision, maintenance, rental and use of all equipment required for the receipt of the Connections, Syndicated Content and NHS Brand.
- 11.3. Where any element of your Service is a paid-for service no specific charge may be levied on any end users for access to any Syndicated Content or Works.

12. Trial and Live Operation

- 12.1. When you subscribe you must indicate if you require a trial or live subscription. If you wish to change this you must request this in your account. You cannot access a live subscription (whether or not you have had a trial subscription) without submitting such information and/or providing such demonstration of your Service as we may request about your intended usage and analytics and receiving our approval (which we will request, process and activate through your account).
- 12.2. A live subscription is required for use of any Connection, Syndicated Content, NHS Brand and/or Works in a manner visible to intended end users of your Service, including any private or public beta.
- 12.3. You must not use a trial subscription to deliver content to your intended end users. Whilst subject to a trial subscription you are not required to comply with clauses 9.1 to 9.3 as we recognise these areas may be under development.

13. Refreshing Syndicated Content

13.1. Unless otherwise notified to you by us, you should refresh Syndicated Content:

- i. at least every 7 days; and
- ii. at such other frequency as we may specify, on the NHS Website, within Syndicated Content or in instructions to you, in relation to specified Syndicated Content.

13.2. You must, regularly and within 7 days of instruction from us (unless we notify you of a longer time frame) implement any changed functionality, structure, or features within the Syndicated Content which may impact your implementation of any Connection.

14. Usage Reporting

14.1. You must supply us with a monthly report on your usage of the Connections and Syndicated Content, which includes as a minimum the number of times Syndicated Content was accessed or Inbound Data supplied in the previous month. All data must be aggregated and not contain any Personal Data.

15. Help and Support

15.1. We will make technical support available to you during normal business hours. We will provide you with an email and phone number that may be used to contact us to report technical or other issues, including without limitation issues relating to access, outages or slowness or the Syndicated Content or the Connections.

16. Privacy and Security

16.1. In this clause:

"Data Protection Laws" means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including Regulation (EU) 2016/679, 'the General Data Protection Regulation' ("GDPR") and the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government authorities;

"Controller", **"Processor"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"** and **"Processing"** shall have the same meanings as in the Data Protection Laws and **"Processed"** and **"Process"** shall be construed in accordance with the definition of **"Processing"**;

"Syndicated Personal Data" means any Personal Data that we supply within the Syndicated Content or that you supply within the Inbound Data;

16.2. Pursuant to this Licence no Personal Data shall be Processed by either of us as a Processor for or on behalf of the other and we agree that each of us shall be a Controller in relation to Personal Data exchanged under this Licence, including Syndicated Personal Data. Neither party shall Process Syndicated Personal Data for any purposes other than those set out in this Licence.

16.3. Each of us shall comply at all times with the Data Protection Laws in relation to any Processing of any Personal Data that is undertaken in connection with your subscription or account, your use of Connections or Syndicated Content or your provision of Syndicated Content or Works to end users of your Service (whether Syndicated Personal Data or Personal Data relating to your end users). If you Process any Personal Data relating to your end users in association with your use of Syndicated Content or Works (even if such Syndicated Content or Works does not itself include Personal Data) you must do so in compliance with all Data Protection Laws, including being responsible for managing the relationship with your end users and communicating to your end users the Processing you will undertake.

16.4. How we Process Personal Data that you provide to us is also detailed in our Privacy Policy (<https://www.nhs.uk/our-policies/privacy-policy/>).

16.5. Syndicated Personal Data may be in the form of information, images, audio or video from which individuals are identifiable. Details of how each of us may Process Syndicated Personal Data shall be recorded in the data sharing section of your account, and we shall each only Process Syndicated Personal Data in accordance with this description.

16.6. We shall each ensure that:

- i. the Syndicated Personal Data that we provide to the other has been collected in accordance with the Data Protection Laws, and can be lawfully disclosed to the other party; and
- ii. the fair processing notice given to the relevant Data Subject contains sufficient detail to enable the other party to Process Syndicated Personal Data for the purposes set out in the data sharing section of your account.

16.7. Where either of us is relying on the consent of the Data Subject to meet our obligations under clause 12.4, we will each ensure that, in relation to Syndicated Personal Data that we provide to the other:

- i. the consent permits the other party to process Syndicated Personal Data for the purposes set out in the data sharing section of your account; and
- ii. the consent has been collected in accordance with the Data Protection Laws.

16.8. Neither of us give any assurance to the other regarding the lawfulness of the Processing of any Syndicated Personal Data by the other.

16.9. Without limitation to clause 12.8, we shall each:

- i. implement and maintain appropriate technical and organisational measures to protect Syndicated Personal Data against unauthorised or unlawful Processing and against accidental loss or destruction or damage;
- ii. ensure that employees who have access to Syndicated Personal Data have undergone training in the Data Protection Laws and in the care and handling of Syndicated Personal Data;
- iii. only disclose Syndicated Personal Data to any third party in compliance with their obligation in respect of Processing Syndicated Personal Data under the Data Protection Laws; and
- iv. notify the other party promptly, without undue delay, of any known breach of technical and organisational security measures where the breach has affected or could have affected Syndicated Personal Data.

16.10. In the event of a request relating to Syndicated Personal Data from a Data Subject for the rectification or erasure of Syndicated Personal Data or restriction of Processing, the party who has received the request shall determine whether such request is valid under the Data Protection Laws. In the event that party which has received the request determines that the relevant Syndicated Personal Data should be rectified or erased or that any Processing shall be restricted, it shall notify the other party promptly. The party receiving the notification shall rectify or erase the Syndicated Personal Data or restrict Processing (as applicable) promptly.

16.11. We and you shall provide all reasonable assistance requested by the other in respect of any complaint, allegation or request (including by a regulator) in respect of any Syndicated Personal Data, or any request from a Data Subject to exercise any right under the Data Protection Laws in respect of any Syndicated Personal Data.

16.12. We shall each bear our own costs incurred in providing the assistance described in clauses 12.11 and 12.12.

16.13. If either we or you become aware of an actual or suspected Personal Data Breach involving any Syndicated Personal Data we or you (as applicable) shall notify the other without undue delay, and shall provide all reasonable assistance requested by the other to identify, investigate and remediate the breach and to establish all information required by any supervisory authority in relation to the Personal Data Breach.

16.14. Each party must ensure their Service is secured to industry standard safety standards and complies with all applicable laws, and will be liable for any claims, prosecutions, or investigations, arising from interception of Personal Data or confidential data if this is not implemented.

16.15. You must ensure that any Connection keys or login usernames and passwords are kept secure. Usernames and passwords may only be given to those that require access to the Connections and Syndicated Content pursuant to this exercise of rights granted under this Licence. You must promptly notify us if usernames or passwords are lost or supplied to any third party, or if you know or suspect there has been any breach of security in relation to your Service that may impact on any Connections or Syndicated Content.

16.16. We reserve the right to request written evidence from you that the requirements of this clause 15 are being met.

17. Ending your use of the Syndication Service

- 17.1. You may stop using and/or terminate your subscription to our Connections, your account and this Licence at any time.
- 17.2. If any of your subscriptions have been inactive for more than 90 days we may terminate the relevant subscriptions and if all your subscriptions have been inactive for more than 90 days we may terminate your account.
- 17.3. If you breach any of the terms of this Licence or are subject to bankruptcy, voluntary or compulsory liquidation or a receiver is appointed of your assets we may prevent you from accessing the Connections and terminate or suspend your account. If we terminate or suspend your account we will notify you. If what you have done can be put right we will tell you and give you a reasonable opportunity to do so.
- 17.4. If you or we terminate any of your subscriptions or your account:
- i. we will cease providing you with access to the relevant Connections;
 - ii. you must promptly delete or remove all Syndicated Content, Works and NHS Brand accessed under the relevant subscription from your Service and all hard drives, networks, storage media or other IT equipment;
 - iii. in relation to the terminated elements, all rights granted to you under this Licence shall automatically cease without further notice and you must stop all activities authorised by this Licence, including your use of the Connections, Syndicated Content and NHS Brand;
 - iv. where we terminate your account you must not seek to create a new account without our prior written consent; and
 - v. any personal data which we hold about you will be dealt with in accordance with our data retention policy, which is set out in our privacy policy, available via <https://www.nhs.uk/our-policies/>.

18. Liability

Please read this clause carefully as it sets out the limits of our liability to you in relation to the Syndication Service.

- 18.1. The Connections, Syndicated Content and NHS Brand are made available by us on an "as is" and "as available" basis and, to the extent permitted by law, we make no representations, warranties or guarantees, whether express or implied (including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, and accuracy), that the Connections, Syndicated Content and NHS Brand are (a) accurate, complete or up-to-date; (b) meet your particular requirements or needs; or (c) access to, or use of, the same will be uninterrupted or completely secure.
- 18.2. We cannot guarantee that the Connections will be uninterrupted or error free, that defects will be corrected, or that the Connections or the servers that make them available will be free of viruses or represent the full functionality, accuracy or reliability of the materials. You should use your own virus protection software (and ensure that it is regularly updated) when accessing and using the Connections, and you acknowledge that the introduction of threats or viruses may be as a result of circumstances which are not within our control.
- 18.3. You understand that you must evaluate, and bear all risks and responsibility associated with:
- i. your use and publication of any Syndicated Content and the creation, use and publication of any Works; and
 - ii. any and all complaints, claims for costs, expenses, damages and losses of any type or legal proceedings raised or pursued by any end users of your Service.
- 18.4. Nothing in this Licence excludes or limits either of our liability for:
- i. death or personal injury arising from our negligence;
 - ii. our fraud or fraudulent misrepresentation; or
 - iii. any other liability which cannot be excluded or limited under English law.
- 18.5. Subject to clause 18.4 of this Licence, we will not be liable or responsible to You for:
- i. any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your Service, computer equipment, computer programs, data or other proprietary material due to your use of the Connections;

- ii. any loss or damage caused by the Connections or any Syndicated Content being unavailable to you at any time;
 - iii. any business loss (including but not limited to loss of: profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure);
 - iv. any loss or damage caused by third party sites, products or services which are linked to in any Syndicated Content;
 - v. any indirect or consequential losses;
 - vi. any loss or damage that was not caused by our breach of this Licence; or
 - vii. any other loss or damage whether arising under tort (including negligence), breach of contract, breach of statutory duty or otherwise.
- 18.6. This clause 18 does not affect any legal rights you may have as a consumer in relation to defective services or software. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office.
- 18.7. You acknowledge that we have made the Connections, Syndicated Content and NHS Brand available to you in reliance upon this Licence (including, the exclusions and limits of liability in this clause 18).

19. Confidentiality

- 19.1. Each of us shall treat information provided to one another in connection with this Licence (but excluding the terms of this Licence and any Syndicated Content or Inbound Data) as confidential, and shall protect such information using at least the same measures it uses to protect its own confidential information. Neither of us shall, without the other's prior consent: (i) disclose such confidential information to any third party; or (ii) use such confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Licence. Each of us may disclose the confidential information: (i) to those of its employees and contractors who need to know such information for purposes of this Licence and who are bound by confidentiality obligations equivalent to this clause 19; and (ii) as may be required by law (including in response to a Freedom of Information Act 2000 request for information), a court of competent jurisdiction or any governmental or regulatory authority. Confidential information shall not include information that: (i) is at any time generally available to the public through no fault of the receiving party; (ii) the receiving party can demonstrate to have had lawfully in its possession without an obligation of confidentiality; or (iii) is independently developed by the receiving party. Each party will ensure that its Affiliates comply with this clause 19.

20. General

- 20.1. We may transfer our rights and obligations under this Licence to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Licence.
- 20.2. You may not sub-licence, transfer, assign, novate or otherwise deal with your rights or obligations under this Licence in whole or in part to any third party other than as set out in clause 5.2. If a third party is acquiring your Service or otherwise wishes to access our Connections they should subscribe directly with us.
- 20.3. We will and you must comply with all laws applicable to your use of the Connections, Syndicated Content and NHS Brand (including, but not limited to all technology control or export laws that apply to the technology used).
- 20.4. We are subject to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 (together the "**FOI Laws**"). You shall transfer to us all requests for information relating to the syndication service that you receive as soon as possible and in any event within 2 business days of receipt, provide all necessary assistance, cooperation and information in your possession or control to enable us to comply with our obligations under the FOI Laws within 5 business days of us asking for it and not respond directly to any request for information addressed to us unless agreed by us. We may, under the FOI Laws, disclose information or determine that information is exempt from disclosure without consulting or obtaining consent from you.
- 20.5. This Licence supersedes all prior agreements, arrangements and understandings between the parties concerning its subject matter. Each of the parties acknowledges that it has not relied on any statement made by the other in the course of entering into this Licence.
- 20.6. This Licence does not give rise to any rights for any third party to enforce any term of this Licence.
- 20.7. Even if we delay in enforcing this Licence, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this Licence, or if we delay in taking steps against you in respect of

your breaching this Licence, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 20.8. Each of the clauses of this Licence operates separately. If any part of this Licence is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and exclusions and limits of liability, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Licence shall continue in effect.
- 20.9. The laws of England shall apply exclusively to this Licence and to any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) . Any cause of action arising under or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England.

21. Inbound Application Programme Interface Terms

- 21.1. This clause shall apply if you supply Inbound Data. You must notify us in your registration application i) if you will supply Inbound Data; and ii) what Inbound Data you will supply; and you must subscribe to the Inbound Data Connection.
- 21.2. You warrant that you own or have the right to use all intellectual property rights (including rights in copyright, design rights, patents, database rights, trade-marks, service marks and other intellectual property rights (whether registered or otherwise, and whether applications or final grants) in any country (including but not limited to the United Kingdom)) in the Inbound Data.
- 21.3. You hereby grant to us a royalty free, worldwide, non-exclusive, sub-licensable, irrevocable licence to:
- i. use, copy, store, analyse, modify, adapt or enhance the Inbound Data for display on the NHS Website;
 - ii. include Inbound Data in Syndicated Content provided to other syndication subscribers. You permit us to syndicate the Inbound Data to other syndication partners on such terms as we may agree with such other parties; and
 - iii. reference you and use your name to describe the source of the Inbound Data and when it was last modified or updated.
- 21.4. You must ensure that all Inbound Data is accurate, up to date and does not contain any defamatory material.
- 21.5. You shall respond to any queries from us in respect of any Inbound Data within two (2) business days, and shall fix any errors identified by us within five (5) business days.
- 21.6. Upon termination of this Licence we will retain copies of, and may at our discretion use your Inbound Data (as per the licence granted in clause 16.3). We will at all times display the date last modified alongside any Inbound data displayed.
- 21.7. We shall be entitled to remove or withdraw any Inbound Data or to cease use of it as we see fit if we reasonably believe that the Inbound Data is not directory or ratings and reviews type information, inaccurate, out of date, defamatory or in some other way not fit for purpose. You acknowledge that we moderate all ratings and reviews submitted within Inbound Data, in accordance with our comments policy (<https://www.nhs.uk/our-policies/comments-policy/>) and will not display any ratings or reviews that do not comply with this policy. You are responsible for making your end users aware of this, and for communicating any details of non-publication. We will not contact individuals associated with ratings and reviews submitted within your Inbound Data.
- 21.8. Your provision and grant of the licence in clause 21.3 must not infringe the intellectual property rights of any third party. Where there are prior rights or rights of third parties in any Inbound Data, you shall obtain approval from such rights owner before you provide us with the Inbound Data. You shall indemnify us against all actions, claims, costs, damages and expenses arising out of our use of the Inbound Data in accordance with the terms of this Licence.
- 21.9. We shall respond to any queries and refresh updated Inbound Data as soon as reasonably possible, but cannot guarantee compliance with any timeframes.