

# RXWEB CONNECTIVITY SERVICES POLICY

This Connectivity Services Policy applies to Clanwilliam Health RxWeb services, and forms part of your contract with us, in accordance with section 4.2 of the RxWeb Software Subscription Agreement (the “**Subscription Agreement**”).

As part of the services provided to you under the Subscription Agreement, we will procure access on your behalf to the NHS national network, known as the HSCN, for the purposes of accessing the NHS Electronic Prescription Services (England and Wales) or ePharmacy (Scotland).

Your connection to the HSCN is subject to the terms and conditions of this Connectivity Services Policy, which incorporates the NHS Connection Agreement. By continuing to access and use the HSCN you agree to the terms of this Connectivity Services Policy.

This Connectivity Services Policy may be updated by us from time to time, for example if there are changes in NHS policies which require changes in our Connectivity Services Policy.

## 1. Compliance with NHS Connection Agreement

You agree to comply at all times with the NHS terms and conditions as set out in the NHS Connection Agreement, as updated by the NHS from time to time.

A copy of the latest version of the NHS Connection Agreement is available at <https://digital.nhs.uk/services/health-and-social-care-network/new-to-hscn/connecting-to-hscn#the-hscn-connection-agreement>.

You shall comply at all times with the terms of the NHS Connection Agreement, as they apply to HSCN Consumers.

## **2. Use of the HSCN for legitimate purposes**

You agree to use the HSCN solely for legitimate purposes associated with the sharing of information within the health and social care community.

## **3. Security Incidents**

In the event of an actual or suspected security incident which relates to your use of the HSCN or your connection to the HSCN, you agree that you will

- (i) immediately notify us so that we may in turn notify the NHS; and
- (ii) provide full cooperation and information to us and/or the NHS for the purposes of assessing, diagnosing and resolving the security incident.

## **4. Information Security and Governance**

You agree to follow best practice in relation to information security, taking into account what service users and patients might reasonably expect of organisations that hold, control or process personal sensitive information about them.

You shall comply at all times with all applicable information governance requirements issued by the NHS in order to handle patient data and access systems, services and resources that are available through the HSCN in relation to the use of the NHS Digital National Applications. In particular, you shall ensure that you have completed the Data Security and Protection Toolkit including all assertions and mandatory evidence items.

You acknowledge that the HSCN does not help secure data in any way as it passes across the network, and that responsibility for providing sufficient security lies with the sending and receiving organisations or the providers and users of sites or applications that are accessed through the HSCN.

## **5. Network Monitoring**

You agree that the NHS will carry out certain network monitoring on the HSCN, as further described in clauses 6.6 to 6.9 of the NHS Connection Agreement which includes the

monitoring of the connection point between the Customer's network and the HSCN as well as the monitoring and inspection of unencrypted internet-bound traffic.

You acknowledge and agree to such network monitoring, as a condition of your access to the HSCN.

## **6. Termination of services**

In the event that you are in breach any of the terms of this Connectivity Services Policy or the NHS Connection Agreement, we shall be entitled to suspend or terminate your access to the HSCN with immediate effect. You shall remain responsible for payment of any unpaid portion of fees under the terms of your Subscription Agreement.

## **7. Liability for HSCN services**

For the avoidance of doubt, Clanwilliam shall not be responsible for any data transmitted using the HSCN, nor shall we have any liability whatsoever in connection with any unavailability, defect or failure of the HSCN.