

HSCN MANDATORY SUPPLEMENTAL TERMS

Background

These terms and conditions are those required by the HSCN Authority to be included in any agreement pursuant to which a CN-SP (or sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to a HSCN Consumer.

Where the relevant framework agreement permits, these terms and conditions shall be incorporated into any such contract. Where the relevant framework agreement does not permit the terms to be amended in such a way, the terms and conditions shall be deemed to be included in the HSCN Consumer Contract and the Supplier shall deliver the HSCN Connectivity Services as if they were.

The HSCN Authority recommends the HSCN Consumer read the guidance published at <https://digital.nhs.uk/health-social-care-network> before entering into any HSCN Consumer Contract.

CN-SP Deed	means the deed required by the HSCN Authority to be signed by any CN-SP in order for it or its subcontractor to deliver HSCN Connectivity Services;
Connection Agreement	means the agreement setting out the obligations and requirements for organisations wanting to connect to the HSCN, together with all documents annexed to it and referenced within it;
Consumer Network Service Providers or CN-SP	means an organisation that is supplying or is approved to supply HSCN Connectivity Services having achieved the appropriate HSCN Compliance;
Good Industry Practice	means the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Health and Social Care Network or HSCN	means the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;
HSCN Authority	means NHS Digital (the Health and Social Care Information Centre);
HSCN Compliance or HSCN Compliant	means a status as detailed in the document "HSCN Compliance Operating Model", as set out at [https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers], and as updated by the HSCN Authority from time to time;
HSCN Connectivity Services	means any service which is offered by a CN-SP to provide access to and routing over the HSCN;
HSCN Consumer	means a recipient of HSCN Connectivity Services;

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HSCN Consumer Contract	means any agreement pursuant to which a CN-SP (or Sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to a HSCN Consumer;
HSCN Obligations Framework	means the obligations as available at [https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers] which may be updated from time-to-time by the HSCN Authority;
HSCN Solution Overview	means the document containing the architecture and technical solution for HSCN (the latest version can be accessed at [https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers]);
Material Sub-contractor	means a sub-contractor (including any affiliate or group company) of a CNSP in relation to HSCN Connectivity Services which, in the reasonable opinion of the HSCN Authority, performs (or would perform if appointed) a substantive role in the provision of all or any part of the HSCN Connectivity Services; and
NHS Digital CareCERT	means the NHS Digital Care Computing Emergency Response Team, that provide cyber security intelligence and advice to the Health and Care System using links across the public sector and with partners in industry.

Key obligations (this wording is mandatory)

Every HSCN Consumer Contract for the delivery of HSCN Connectivity Services must include the following standard clauses. The Supplier in co-operation with the HSCN Consumer shall ensure, when incorporating these supplemental terms, that the clauses below take precedence over any other contractual terms within the provisions of their contract.

1. [The Supplier] shall ensure that any HSCN Connectivity Services that it supplies pursuant to this [agreement] shall have been awarded HSCN Compliance and shall retain at all times HSCN Compliance.
2. [The Supplier] shall ensure that any HSCN Connectivity Services that it supplies pursuant to this [agreement] are delivered in accordance with the HSCN Obligations Framework.
3. [The HSCN Consumer] shall ensure that any HSCN service consumer environment used to consume HSCN Connectivity Services supplied pursuant to this [agreement], shall be provided and maintained in accordance with the Connection Agreement;
4. Each of the parties warrants and undertakes that they shall throughout the term, immediately disconnect their HSCN Connectivity Services, or consumer environment (as the case may be) from all other HSCN Connectivity Services and consumer environments where specifically requested in writing by the NHS Digital CareCERT (or the HSCN Authority acting on behalf of NHS Digital CareCERT) where there is an event affecting national security, or the security of the HSCN.
5. The parties acknowledge and agree that the HSCN Authority shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs,

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- expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 4 above.
6. Each of the parties acknowledges and agrees that clauses 4 and 5 are for the benefit of and may be enforced by the HSCN Authority, notwithstanding the fact that the HSCN Authority is not a party to this agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt such appointment shall not increase any liability of the Supplier beyond the scope of their existing liabilities under this [agreement], the CN-SP Deed or the HSCN Obligations Framework.
 7. [The Supplier] shall procure that any Material Sub-contractor shall comply with the terms of this [agreement] in relation to their provision of HSCN Connectivity Services.
 8. Where any level of standard, practice or requirement associated with any [Supplier] obligation referenced in these terms and conditions, the HSCN Obligations Framework, the HSCN CN-SP Service Management Requirement Addendum or the HSCN Consumer Contract conflicts with another level of standard, practice or requirement associated with any [supplier] obligation or with Good Industry Practice, then the higher standard or requirement or best practice shall be adopted by [the Supplier]. In the event that [the Supplier] cannot determine which represents the higher standard or requirement or best practice, [the Supplier] shall seek guidance from the HSCN Authority which shall reasonably determine which is the level of standard, practice or requirement that is the most favourable from a HSCN Consumer perspective, and thus with which standard or best practice to comply.
 9. If [the Supplier] fails to provide any part of the HSCN Connectivity Services as required under this HSCN Consumer Contract, it shall, in accordance with the guidance documentation published at [<https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>], be directly liable to the HSCN Consumer in respect of such HSCN Connectivity Services.
 10. [The HSCN Consumer] shall share all records and information with the HSCN Authority as are reasonably requested by the HSCN Authority in connection with the monitoring and operation of the HSCN network described in the HSCN Solution Overview Document.

Changes may only be made to the format and numbering of these clauses.

The terms in these clauses must be used in accordance with the relevant defined terms