
NHSmial Acceptable Use Policy for Independent Providers in England

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Version 2

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1. About this document

Purpose

The purpose of this document is to set out the terms and conditions applicable to organisations in England providing or supporting publicly funded healthcare that wish to make use of the NHSmal Service to exchange email with NHS and health and social care organisations. This is in addition to the individual Acceptable User Policy (AUP) individual NHSmal users have to accept when registering for their account.

Glossary

Authorised Service Recipient (ASR)

Any individual who has been authorised and has registered to use the NHSmal Service.

Independent Provider Acceptable Use Policy (AUP) – this document

NHSmal Independent Provider Acceptable Use Policy - Corporate policy

NHSmal Acceptable Use Policy (AUP)

Relates to the individual AUP each person registering for an NHSmal account has to accept prior to activating their account.

Authority

Relates to NHS Digital

Independent Provider

Any organisation that provides healthcare to patients in England but exists outside the immediate NHS structure of NHS England, NHS trusts and GP practices (see definitions in the [NHSmal Access Policy](#) for organisations that qualify to use NHSmal with restrictions i.e. Independent Provider organisations.

Independent Provider ASRs

Any persons who are authorised to use the NHSmal Service that are engaged by the Independent Provider in any capacity - whether directly employed, on a consultancy basis, on secondment or working within the organisation on any other basis.

NHS Directory

The Directory of email and contact details for ASRs.

NHSmal Service

The email, NHS Directory, Calendar and Skype for Business Instant Messaging and Presence functionality provided by the Authority.

Sender

An ASR using the NHSmal Service for the purpose of sending email to other ASRs.

SRO

Senior Responsible Owner

Audience

This document has been written for all independent providers providing or supporting publicly funded healthcare, as outlined above.

2. Data Protection

- 2.1** It is the responsibility of the Independent Provider to ensure that Independent Provider ASRs, using its network, are aware of all aspects of this NHSmal Independent Provider Acceptable Use Policy.
- 2.2** The Independent Provider will ensure that all ASRs are notified of the NHSmal usage terms and conditions set out in this NHSmal Independent Provider AUP and the Independent Provider shall ensure that it is accepted by all Independent Provider ASRs before they are able to use the NHSmal Service.
- 2.3** If it is necessary to send confidential e.g. clinical data about a person or persons the Sender shall ensure that:
 - 2.3.1** such information shall be no more than the individual receiving the email needs to know to perform the function which the Sender intends; and
 - 2.3.2** such necessity is endorsed by the Independent Provider's Caldicott Guardian or Data Protection Officer.
- 2.4** ASR contact details are provided to the NHS Directory to support healthcare and for the delivery of healthcare in the interests of patients. These details will be visible to other ASRs.
- 2.5** The Independent Provider warrants that it has the consent of all of Independent Provider ASRs to provide personal data about them to the NHS Directory and for the NHS Directory to be made available to all ASRs.
- 2.6** Independent Providers and Independent Provider ASRs will be granted access only to those details or parts of the services within the NHS Directory that are necessary to perform their duties.
- 2.7** The Independent Provider confirms to the Authority, by signing this document and in advance of being granted access to the NHSmal Service, that:
 - 2.7.1** it complies with all relevant data protection, privacy and electronic communications legislation and warrants that it will continue to do so; and
 - 2.7.2** it has submitted a valid notification to the Information Commissioner and, if the Independent Provider is registered outside of the UK, has submitted such registration or notification requirements as required in that country.

If the Authority suffers any loss or damage due to the Independent Provider's failure to comply with this paragraph 2, the Independent Provider shall indemnify the Authority to the extent of that loss or damage.

3. General Obligations

Independent Providers

- 3.1** The Independent Provider confirms to the Authority by signing this document that:
- 3.1.1** it has appropriate email and instant messaging usage policies in place for any persons becoming Independent Provider ASRs, which form part of the terms and conditions of employment or engagement;
 - 3.1.2** it will take appropriate action should any of its staff or Independent Provider ASRs contravene either the Independent Provider's policies, any aspect of this NHSmal Independent Provider AUP or the individual AUP.
- 3.2** The Independent Provider shall indemnify the Authority for any unauthorised use by all ASRs it has granted access to.
- 3.3** The Independent Provider shall, before any of the Independent Provider ASRs are granted access to the NHSmal Service:
- 3.3.1** Nominate a Senior Responsible Officer (this may be the Primary Local Administrator) to:
 - 3.3.1.1** ensure that local policies and procedures are in place to protect privacy and confidentiality of all personal data and sensitive personal data (as both terms are defined in the Data Protection Act 2018); and
 - 3.3.1.2** monitor compliance by the Independent Provider ASRs; and
 - 3.3.1.3** ensure that all the Independent Provider ASRs comply with this Independent Provider AUP as well as the NHSmal AUP.
 - 3.3.2** Nominate a Primary Local Administrator (PLA) and at least one additional Local Administrator (LA) to perform the necessary administrative functions which are:
 - 3.3.2.1** to set up and maintain NHS Directory entries for Independent Provider ASRs;
 - 3.3.2.2** to authenticate new Independent Provider ASRs;
 - 3.3.2.3** to provide a first line support for Independent Provider ASRs; second and subsequent line support will be provided by the Authority;
 - 3.3.2.4** to re-set passwords;
 - 3.3.2.5** remove users from the NHSmal Service immediately upon their departure from the organisation; and
 - 3.3.2.6** undertake other administration activities on the NHSmal Service accounts of the Independent Provider ASRs as required.

- 3.4** The Independent Provider shall inform the Authority immediately if there are any changes to the identity of the SRO and LAs. Notification should be sent by email to feedback@nhs.net.
- 3.5** The NHSmail Service is made available to the Independent Provider specifically for the purpose of communicating with NHS and health and social care organisations in order to enable patient care. The Independent Provider shall ensure that:
- 3.5.1** the NHSmail Service is only used for the sending of emails or instant messages to other NHSmail email addresses for the specific purpose of furthering patient care; and
 - 3.5.2** the NHSmail Service is not used for marketing or advertising purposes.
- 3.6** The Authority retains the right to charge for the use of the NHSmail Service and will endeavour to provide 4 weeks advance notice of any charging to be imposed.
- 3.7** The Authority retains the right to withdraw the NHSmail Service to the Independent Provider or to individual Independent Provider ASRs with immediate effect and without notice:
- 3.7.1** in order to maintain the integrity of the NHSmail Service for NHS ASRs;
 - 3.7.2** in the case of any breach of conditions as set out in this document and in the NHSmail AUP; or
 - 3.7.3** if it is found that the NHSmail Service is being used for any purpose other than that of furthering patient care.
- 3.8** The Authority retains the right to withdraw without cause the NHSmail Service to the Independent Provider and all of the Independent Provider ASRs upon 4 weeks advance notice.
- 3.9** The Independent Provider shall not request changes or amendments to the NHSmail Service.
- 3.10** It may occasionally be necessary to take the NHSmail Service out of operation in order to undertake repair, upgrade or improvement work. This may be planned or unplanned.
- 3.11** The Authority reserves the right to make changes to this document, effective immediately on notification to the Independent Provider.

ASRs

- 3.12** All Independent Provider ASRs shall be issued with an organisation email address in the format of `firstname.lastname@nhs.net`. In cases where the individual shares a name with another ASR, the NHS Directory will automatically offer alternative addresses. All email addresses within the NHSmal Service will display the name of the organisation that the ASR belongs in brackets after their email address in the format `firstname.lastname@nhs.net (organisation name)`. This email address display format is fixed and will apply to all organisations.
- 3.13** The Independent Provider shall ensure that the Independent Provider ASRs:
- 3.13.1** do not remove the "(organisation name)" after the email address;
 - 3.13.2** do not impersonate a member of NHS staff; and
 - 3.13.3** include an email signature with each email sent out, setting out the name of ASR, the name of the Independent Provider and their respective contact details.
- 3.14** The Independent Provider shall indemnify the Authority against any loss or damage it may suffer as a result of any Independent Provider ASR removing the organisation name after the email address or impersonating a member of NHS staff.

4. Provision of the NHSmal service

- 4.1** The NHSmal Service is provided to the Independent Provider free of charge unless otherwise stated within this document or agreed by the parties.
- 4.2** The NHSmal Service is provided on an 'as is' and 'as available' basis. All warranties, express or implied or statutory including without limitation any warranty of non-infringement are hereby expressly excluded to the fullest extent permitted by law.
- 4.3** The Authority does not warrant that the NHSmal Service will be uninterrupted or secure, or that it will be free of viruses or other harmful components. The Independent Provider is responsible for installing and operating adequate anti-virus software and related security protection to secure its computer systems when using the NHSmal Service. The Authority will not be responsible for any loss suffered as a result of the Independent Provider's failure to do so.
- 4.4** It is the Independent Provider's sole responsibility to satisfy itself that the NHSmal Service is compatible with the Independent Provider's computer hardware, software and devices.
- 4.5** The Authority shall be under no liability in respect of any defect arising from the Independent Provider's use of the NHSmal Service, incompatibility of its equipment, its failure to follow instructions relating to access to and use of the NHSmal Service, or any misuse or alteration of the NHSmal Service.
- 4.6** Certain content, products and services available via the NHSmal Service include materials and / or services from third parties. In addition, the Authority may provide links to certain third-party websites. The Independent Provider acknowledges and agrees that the Authority has no control over and is not responsible for examining or

evaluating the content or accuracy of any such third-party material or websites. The Authority does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products or services of third parties.

- 4.7** Save as precluded by law, the Authority will not be liable to the Independent Provider or any third party for any direct, indirect, incidental, special, punitive or consequential loss, damage or expenses (including without limitation any loss of materials or data, interruption of service or wasted expenditure) whatsoever arising out of the Independent Provider's use of the NHSmal Service, even if advised of the possibility of such loss, damage or expenses.
- 4.8** The foregoing limitations and exclusions shall apply regardless of which cause of action is brought, whether in contract, tort, warranty or otherwise. The parties agree that these are fair and reasonable limitations and exclusions which are appropriate to the provision by the Authority of the NHSmal Service on a charge-free non-commercial basis, as the Authority is not in the business of providing such services to third-parties.
- 4.9** The NHSmal Service provides encryption of interpersonal messages during transmission. This aims to ensure that messages cannot be intercepted and read or tampered with during transmission. All data stored on the system whether in the live system or in the archive remains the property of the NHS.
- 4.10** The Authority will store tracking data in addition to content data from the NHSmal Service. All data will be kept in accordance with current legislative requirements.

5. Use of the NHSmal service for referral information

The NHSmal Service may be used to exchange information contained within a patient referral. However, because of the enhanced processes available in the NHS e-Referral Service (e-RS), the use of the NHSmal Service for sending and receiving referrals is only allowed for those sites that have not yet implemented e-RS or where specific services are not listed in the e-RS Directory of Services.

6. NHSmal Office 365 Hybrid

NHSmal Office 365 Hybrid provides a configured central Office 365 (O365) tenant. The NHSmal Active Directory with Microsoft Azure AD synchronisation enables users to sign into NHSmal, O365 and other Azure services using their NHSmal user name and password.

Organisations can subscribe and manage their own O365 users within NHSmal via the existing NHSmal Portal, which has been enhanced to provide access to administration features for O365 services such as assigning licences, enabling applications and creating SharePoint sites.

The NHSmail Live Service, including NHSmail O365 Hybrid, is compliant with the Data Protection Act 2018. Further information is available on the [Portal help pages](#) in section General Data Protection Regulation (GDPR). As a Joint Controller, local organisations must complete their own Data Protection Impact Assessment and Transparency Information if they wish to use the NHSmail O365 Hybrid.

Any data that resides in O365, including personal data, is the responsibility of local organisations and is subject to local information governance and clinical safety practices. Local organisations must update transparency information to record how this data is captured and stored.

Please note that you must bring your own O365 licences with you, these are not provided by the NHSmail O365 Hybrid Service.

7. Acceptance of the policy

I agree that [*insert Independent Provider name*] and all Independent Provider ASRs authorised by it will abide by the conditions set out above and in the NHSmail AUP in relation to the use of the NHSmail Service.

Signed: _____

Print Name: _____

Job title: _____
(This must be a Chief Executive / Board member or equivalent)

Organisation: _____

Date: _____

Please complete and return to feedback@nhs.net