

# NHS Choices Syndicated Content: Standard Licence Terms

By using the NHS Choices Syndicated Content made available to you by the Secretary of State for Health, acting through NHS Choices, you agree to be bound by the terms set out below (the "Standard Licence Terms"). These Standard Licence Terms may be updated by NHS Choices from time to time. Please review these Standard Licence Terms each time you request NHS Choices Syndicated Content.

Your subsequent download and/or use of NHS Choices Syndicated Content via an API or login key indicates your acceptance of and agreement to these Standard Licence Terms.

## 1. Licence

1.1 Subject to the terms of this Agreement NHS Choices as Licensor grants you as Licensee a non-transferrable, non-sublicensable, royalty free non-exclusive licence to:

- i) display on your website ("Site") the NHS Choices Syndicated Content and/or
- ii) publish the NHS Choices Syndicated Content and alter, adapt, edit, incorporate, modify, translate and create your own product or services based on the NHS Choices Syndicated Content (a 'Work') provided that You shall:
  - a) only use the NHS Choices Syndicated Content for your own personal and/or non-commercial use;
  - b) acknowledge the source of the NHS Choices Syndicated Content in your Work with the following credit:  
"content supplied by NHS Choices" (note – with use of logo, see below)
  - c) not publish, distribute or otherwise make the NHS Choices Syndicated Content available, (including in any Work You create), in a way that would enable other people to download or use the NHS Choices Syndicated Content other than as set out in this Licence
  - d) only use the NHS Choices Syndicated Content and/or the Work for purposes that are not illegal, derogatory or otherwise objectionable or that bring NHS CHOICES or any third party into disrepute.
  - e) not infringe any third party's intellectual property rights nor remove, obscure, or alter any NHS CHOICES copyright notice, trademarks, or other notices (including the terms of this Licence) included in the NHS Choices Syndicated Content.
  - f) create or use any script or tool that enables you to poll the NHS Choices Syndicated Content no more than once every 3 seconds.

1.2 All title, ownership rights and intellectual property rights in and to NHS Choices Syndicated Content shall remain the property of NHS Choices.

## 2. Definitions

"Intellectual Property Rights" includes but is not limited to patents, trade marks, service marks, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, software, database rights, trade, company or business names and other similar rights, or other

right in the nature of intellectual property or obligations whether registerable or not in any country (including but not limited to the United Kingdom) ("IPR").

"Interactive Tools" refers to self-contained interactive applications which can be embedded in a licensee's website

"NHS Choices Syndicated Content" means any text, data, video, audio, diagram and animation asset delivered or made available under the Licence from NHS Choices, including the Videos, Web Services and Interactive Tools. Please note that all images from the NHS Choices website are unavailable for syndication, with the exception of the Health A-Z bodymap.

"NHS Choices Website" shall mean the website available at [www.nhs.uk](http://www.nhs.uk)

"Videos" means any specific streaming media, videocassettes, CDs, DVDs or other video material that NHS Choices produces and delivers other than as part of its Web Services

"Web Services" means any XML or ASCII text based data feed that NHS Choices is making available to third parties including, but not limited to:

- **Health A-Z:** provides information and advice on more than 800 conditions and treatments.
- **Live Well:** a lifestyle section that provides tips on how to live a healthier life, with detailed information on more than 90 subjects.
- **Find and choose services:** a search facility that allows you to find a local NHS provider based on postcode, address or organisation. Find and choose services returns information including geocodes and address details, as well as distance from origin.
- **Behind the Headlines:** provides an unbiased and evidence-based daily analysis of the science behind health stories that make the news.
- **Common health questions:** answers to topical and frequently asked health questions.
- **Carers Direct**
- **Planners** Pregnancy, Birth to 5, NHS Healthcheck and Your Health, Your Way.

### **3. Use of NHS Choices Syndicated Content**

3.1 You may not use the NHS Choices Syndicated Content on any Site that is a web site that is excluded by NHS Choices (scroll down for the list of Excluded Websites as may be amended by NHS Choices from time to time).

3.2 YOU MUST ENSURE THAT ALL NHS CHOICES SYNDICATED CONTENT ON YOUR SITE OR ON ANY THIRD PARTY SITE TO WHICH YOU HAVE SUPPLIED ANY NHS CHOICES SYNDICATED CONTENT HAS AN ACCREDITATION TO NHS CHOICES IN ACCORDANCE WITH NHS CHOICES ACCREDITATION GUIDELINES FROM TIME TO TIME (SCROLL DOWN FOR NHS CHOICES ACCREDITATION GUIDELINES AS MAY BE AMENDED BY NHS CHOICES FROM TIME TO TIME).

3.3 YOU MAY NOT DIRECTLY OR INDIRECTLY CHARGE USERS SPECIFICALLY FOR ACCESSING NHS CHOICES SYNDICATED CONTENT OR OTHERWISE COMMERCIALISE SUCH CONTENT, NOR ATTEMPT TO RE-SELL NHS CHOICES CONTENT IN ANY WAY.

3.4 Where possible you must create a functional link back to the NHS Choices website page summarised by NHS Choices Syndicated Content. If you are displaying NHS Choices Syndicated Content where a functional link back to the NHS Choices website is not possible, you must display on-screen the URL from which the NHS Choices Content website can be

obtained (scroll down to the accreditation section below.) You may not directly or indirectly change, edit, add to or produce summaries of NHS Choices Syndicated Content or any content on the NHS Choices website nor place any NHS Choices website Content in an HTML frame-set. You may cache NHS Choices Syndicated Content and we recommend you do so where possible. You should refresh cached NHS Choices Syndicated Content as follows: Behind The Headlines - no less than once every 24 (twenty four) hours; all other NHS Choices Syndicated Content - no less than once every 7 (seven) days. You are responsible for ensuring that any NHS Choices Syndicated Content (cached or not cached) is refreshed.

3.5 You may not directly or indirectly suggest any endorsement or approval by NHS Choices of your Site or any non- NHS Choices entity, product or content or any views expressed within your site or service.

3.6 You acknowledge that NHS Choices has absolute editorial control over all NHS Choices Syndicated Content and you accept that NHS Choices is editorially independent and that the editorial integrity of NHS Choices Syndicated Content is the sole responsibility of NHS Choices.

3.7 Should you receive any enquiries which relate to NHS Choices or NHS Choices Syndicated Content you should promptly refer such enquiries to [thechoicesteam@nhschoices.nhs.uk](mailto:thechoicesteam@nhschoices.nhs.uk)

#### **4. Warranties & Liability**

4.1 You warrant to NHS Choices that:

- (i) you have fully complied with, and shall continue to comply fully with, all applicable laws and regulations;
- (ii) the Site shall contain no material which is libellous, defamatory, pornographic, obscene or which brings NHS Choices into disrepute, or which is in breach of any third party intellectual property rights; and
- (iii) users of the Site shall be required to comply with terms that are equivalent to the Standard Licence Terms in relation to their use of NHS Choices Syndicated Content.

4.2 NHS Choices Syndicated Content is made available by NHS Choices on an "as is" and "as available" basis and NHS Choices gives no warranty of any kind in relation to NHS Choices Syndicated Content or any content on the NHS Choices website. NHS Choices disclaims all implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, and accuracy regarding NHS Choices Syndicated Content and the NHS Choices website and any content thereon.

4.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW NHS CHOICES EXCLUDES ALL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING IN RELATION TO NHS CHOICES CONTENT OR ANY CONTENT IN NHS CHOICES SYNDICATED CONTENT, ANY VIRUS OR OTHER CONTAMINATION OR ANY UNAVAILABILITY OF NHS CHOICES CONTENT.

4.4 Each provision of this Clause 4 operates separately in itself and survives independently of the others.

#### **5. Indemnity**

5.1 You hereby agree to indemnify, hold harmless and defend NHS Choices in respect of all damages, costs and expenses, including reasonable legal fees and litigation expenses, arising out of or as a result of any breach of the Standard Licence Terms or otherwise in connection with any use of NHS Choices Syndicated Content .

## **6. Termination**

6.1 You may terminate this Agreement and the licence granted herein at any time by destroying or removing all NHS Choices Syndicated Content from your Site, all hard drives, networks and other storage media.

6.2 NHS Choices may restrict, suspend or terminate NHS Choices Syndicated Content, this Agreement, the licence granted herein or your access to NHS Choices Syndicated Content at any time without liability. You agree to destroy all copies of NHS Choices Content upon receiving notice of termination from NHS Choices.

6.3 Clauses 4, 5 and 7 shall survive termination of this Agreement.

## **7. General**

7.1 Neither party may assign, charge, sublicense or otherwise deal with its rights or obligations in this Agreement in whole or in part to any third party.

7.2 This Agreement 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 Agreement.

7.3 Any failure or delay by either party in exercising its rights under any provisions of this Agreement shall not be construed as a waiver of those rights at any time now or in the future.

7.4 This Agreement shall be governed by, construed and take effect in accordance with English law and the English courts shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with this Agreement.

7.5 The Licensee will provide the Licensor with the following information, on a monthly basis, regarding the Licensee's user traffic to the Content on the Licensee site(s): monthly page views, monthly visits and monthly visitors, broken down by Content type, where possible. The Licensee shall send this information, by the fifth day of each month during the Term, by e-mail to a recipient specified by the Licensor.

7.6 The Licensee shall, within 28 days of written notice from NHS Choices that an updated version of an NHS Choices Interactive Tool is available, replace the old version with the new version.

7.7 The Licensee must ensure that any API or login usernames and passwords are kept secure. Usernames and passwords may only be given to staff that require access to the data for the purposes of their employment. The Licensee must immediately notify the Licensor if usernames or passwords are lost or supplied to any third party, or if the Licensee knows or suspects there has been any breach of security in relation to the Licensor's Website.

## **Excluded Websites**

**NHS Choices Syndicated Content and any NHS Choices content contained therein may only be displayed on websites that do not fall into any one or more of the categories listed below. A site will be deemed to fall within one of the following categories where there is a material and prominent section of the Site that falls within such category.**

Advertising for or editorial on:

- Political – i.e. lobby groups, pressure groups and political parties
- Religious bodies
- Tobacco products or any other goods bearing tobacco applicant brands
- Escort agencies
- Weapons or weapons manufacturers
- Gun clubs
- Sites that promote, encourage or facilitate violence
- Sites which are misleading, pornographic, defamatory, or that contain illegal, or otherwise actionable content under UK law
- Premium rate telephone numbers for adult chat services
- The occult
- Betting and gambling
- Junk food (this includes fast food outlets and food which is high in sugar, fat and salt)
- Medicines, complementary medicines, dietary supplements, health supplements and remedies, vitamin supplements
- Sites that incite hatred whether based on race, religion, gender, sexuality or otherwise, or promote encourage or facilitate anti-social behaviour
- Sites that promote, encourage or facilitate terrorism or other activities that risk UK national security
- Sites that discriminate against any specific social group or otherwise exploit vulnerable sections of society
- Sites which contains exaggerated, misleading or false claims;
- Sites which exploit the credulity, lack of knowledge or inexperience of consumers;
- Sites that might cause offence or harm.

Where the above advertisements or editorial exist on the Licensee's website, the Licensee must make all reasonable effort to ensure there is a clear distinction between the Licensor's Content and any editorial or advertising content from the Licensee.

### **Accreditation Guidelines**

Any NHS Choices Syndicated Content on your site must incorporate the following attribution (credit) to NHS Choices:



NHS Choices Syndicated Content on your site should link this logo to the relevant page on the NHS Choices website that the content has been supplied from. This URL will be supplied as part of the XML data feed. This logo must be placed, above the fold, and remain clearly visible in line with the associated content on every web page on your site that contains the NHS Choices Syndicated Content

If you are displaying NHS Choices Syndicated Content in a context where a functional link back to the article on the NHS Choices website is not possible then you **must** use the following attribution (credit)

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