

Memorandum of Understanding relating to Patient Communications

Between:

NHS England of 7 and 8 Wellington Place, Leeds LS1 4AJ as host of NHS Notify	[Customer name and address] (the "Customer")
Signature: Click or tap here to enter text.	Signature: Click or tap here to enter text.
Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Title: Click or tap here to enter text.	Title: Click or tap here to enter text.
Date: Click or tap here to enter text.	Date: Click or tap here to enter text.

Commencement Date: Click or tap here to enter text.

Customer ODS code: Click or tap here to enter text.

Background

NHS Notify, an NHS England service, allows organisations and services to send NHS App messages, emails, texts and letters to patients and the public more effectively. The Customer and NHS England agree that the following terms of this Memorandum of Understanding ("MOU") apply to use of NHS Notify. This MOU is legally binding where the Customer is not part of NHS England and is not an NHS body as defined in NHS Act 2006 (and will not be legally binding where the Customer is part of NHS England or an NHS body) and is intended to represent a clear arrangement by NHS England and the Customer to honour, observe and perform the obligations entered into and for the Customer to pay for and adhere to the documents referenced to the standard and level set out within this MOU. Where this MOU is used in respect of an arrangement between the NHS Notify service and another service operated by NHS England, this MOU shall act as an internal agreement between such services, and references in this MOU to 'NHS England' shall be deemed to be referring to the NHS Notify service, and to the 'Customer' shall be deemed to be to the NHS England service using NHS Notify.

Agreed Terms

1. NHS England will make NHS Notify available as set out on <https://digital.nhs.uk/services/nhs-notify> on an "as is" and "as available" basis. Details of the system and other requirements that must be met in order to integrate with and onboard to NHS Notify are set out at [NHS Notify API - NHS England Digital](#), [Operations - NHS England Digital](#) and [Terms and conditions: NHS Notify - NHS England Digital](#). These requirements must be complied with by the provider of the IT system that is making a technical connection with the NHS Notify infrastructure, known as the **"Connecting Party"**.
2. The Customer:
 - 2.1. may have engaged a service provider to host, operate and provide products or services, directly to the Customer or to other parties who the Customer is funding to use NHS Notify, which integrate with NHS Notify, in which case this service provider will be the Connecting Party and the Customer and other users will be **"End User Organisations"**; or
 - 2.2. may be an End User Organisation and a Connecting Party where the Customer is hosting or operating products or services on its own infrastructure for its own use which integrate with NHS Notify.
3. NHS England will publish details on <https://digital.nhs.uk/services/nhs-notify> about the NHS Notify service along with updates to any policies relevant to the use by Customer of NHS Notify.
4. The Customer will comply with the End User Acceptable Use Policy <https://digital.nhs.uk/developer/guides-and-documentation/end-user-organisation-acceptable-use-policy> and the NHS Notify Acceptable Use Policy <https://digital.nhs.uk/services/nhs-notify/acceptable-use-policy>, as amended from time to time, with references to the "End User Organisation" being read as references to the Customer, and references to "Connecting Party" being read as references to the Customer if applicable as set out in Clause 2.2.
5. To the extent that the Customer is entering into this MOU in respect of other End User Organisations:
6. the Customer is fully accountable and responsible for the management of the End User Organisations in relation to the use of NHS Notify;

7. the Customer must, on request, promptly provide NHS England with the identity and details of the other End User Organisations; and
8. the Customer will comply with, and must ensure that the End User Organisation is aware of and complies with, the End User Acceptable Use Policy and the NHS Notify Acceptable Use Policy referred to in Clause 4.
9. The Customer shall comply with (and where Clause 5 applies will ensure the other End User Organisations will comply with) any process or assurance as determined by NHS England and advised to the Customer from time to time necessary to onboard to the payment system or go live as a user of NHS Notify.
10. The Customer will make payments as set out in Annex 1 to this MOU. NHS England may, at its discretion, update these payment terms from time to time and will communicate the same to the Customer by providing an updated Annex 1. The Customer accepts the payment terms in any updated Annex 1 and in any variations of this MOU entered into by the parties.
11. This MOU comes into force on the Commencement Date (as specified at the top of this MOU) and shall remain in force until terminated in accordance with this clause. Either party may terminate this MOU by giving 30 days' notice to the other party at any time. If the Customer is in breach of this MOU, where the breach is capable of remedy, NHS England may require the Customer to agree a remediation plan which shall be implemented by the Customer within 30 days. At NHS England's discretion or where the breach is not capable of remedy, NHS England may terminate this MOU with immediate effect on notice in writing to the Customer.
12. The Customer must comply with (and where Clause 5 applies will ensure the other End User Organisations will, where relevant, comply with) any offboarding requirements in relation to NHS Notify as determined by NHS England and communicated to the Customer from time to time.
13. NHS England may, at its discretion, assign, novate or otherwise dispose of any or all of its rights and/or obligations under this MOU to anybody which performs any of the relevant functions of NHS England and the Customer will, at NHS England's request, if necessary enter into a novation agreement in such form as NHS England specifies. The Customer shall not assign, novate or otherwise dispose of any or all of its rights and/or obligations under this MOU without the prior written consent of NHS England.

14. All notices given by one party to another in connection with this MOU must be in writing and, for the purposes of NHS England, must be sent to the email address communicated to the Customer by NHS England for this purpose and as updated from time to time. The Customer must inform NHS England of the email address to be used for notices as soon as practicable after the Commencement Date.

Annex: Payment Terms

1. The Customer has entered into this MOU with NHS Notify to support the provision of its messaging services.
2. In relation to the payments referred to in Clause 7 of this MOU, the Customer will comply with the following in relation to the payments (referred to as "charges" in this Annex 1):
 - 2.1. the charges apply from the Commencement Date or 1 August 2025 (whichever is later);
 - 2.2. the Customer will pay the charges for use of NHS Notify services by the Customer, or where Clause 5 applies, the use of NHS Notify services by other End User Organisations to the extent that NHS Notify has allocated the End User Organisation's use of NHS Notify services to the Customer. The Customer expressly agrees that it will be liable for charges for any such use by an End User Organisation from the point that such End User Organisation commences use of NHS Notify services;
 - 2.3. the charges for different types of messaging channel, e.g. letter or SMS fragment, are set out at the following webpage:
<https://notify.nhs.uk/pricing-and-commercial/> subject to any provisions that relate to how those charges are established or calculated as set out in the following webpages: <https://notify.nhs.uk/pricing-and-commercial/text-messages> and <https://notify.nhs.uk/pricing-and-commercial/letters>;
 - 2.4. the basis for the charges will be calculated by multiplying the volume of messages delivered via each messaging channel by the relevant charge. NHS Notify will make volume information available to the Customer;
 - 2.5. while NHS Notify will have regard to the instructions of a Customer or End User Organisation, NHS Notify reserves the right at its discretion to determine the most cost effective method of operating each channel for any message;
 - 2.6. the charges assume standard template usage and a standard proportion of alternative formats. Where NHS Notify considers, acting

reasonably, that time incurred in managing one or more messages is significantly in excess of typical times due to use of non-standard templates and/or non-standard proportion of alternative formats, NHS Notify reserves the right to apply additional reasonable costs of the additional time incurred. If any additional costs are likely to be incurred, NHS Notify will inform the Customer before incurring the additional costs, provide the Customer with an explanation of why additional costs are likely and provide an opportunity for the Customer to request an approach that does not incur additional charges;

- 2.7. the Customer acknowledges that the charges or the provisions relating to the charges that apply to all those that use NHS Notify may be updated from time to time and the Customer agrees that it will be subject to those new charges from the date determined by NHS England. NHS England will endeavour to inform the Customer of any impending changes (that NHS Notify intends to publish on its payment webpage - [NHS Notify - Pricing and commercial](#)) but failure to inform will not exempt the Customer from the application of the updated charges from the date determined by NHS England;
- 2.8. where the webpages referred to are updated to include a new messaging channel with a corresponding charge (and any additional provisions related to that new messaging channel), the Customer is, subject to paragraph 2.5 of this Annex 1, able to make use of that new messaging channel and agrees to pay the appropriate charges and comply with any requirement in any provisions related to that new messaging channel;
- 2.9. to avoid doubt, the charges on the relevant webpage do not include VAT which will be added where applicable;

2.10. payment of the charges by the Customer will be in accordance with the following provisions:

2.10.1. the Customer has completed the table below with the relevant information:

Customer type	Information required	Charging approach
NHS England team	Cost centre number: Click or tap here to enter text.	Customer recharged through month-end finance process
ISFE2 Intercompany entity	ISFE2 Business Unit and ISFE2 approver: Click or tap here to enter text.	Charges processed monthly through ISFE2 intercompany charging
Other	Insert PO number if required or state "no PO number required"]: Click or tap here to enter text.	Invoice raised monthly in arrears

2.10.2. where the Customer receives an invoice, payment must be made within 30 days of receiving that invoice.

2.11. these payment terms shall apply regardless of any pre-existing commitments that the Customer has made to suppliers of other communication services, and such commitments shall not act to reduce or remove the Customer's obligation to pay the charges as referred to in this Annex 1 for use of the NHS Notify service as required by this MOU; and

2.12. the Customer will not be able to go live with NHS Notify until this MOU is signed and any steps required by the payment process referred to in this Annex 1 have been taken to the satisfaction of NHS Notify.