



Environmental Public Health Surveillance System

Terms and Conditions of Use

OFFICIAL
V1.0 April 2024

1 Background

- 2 The UK Health Security Agency (“**UKHSA**”), an executive agency of the Department of Health and Social Care, provides services, including a web-based environmental public health surveillance system (“**EPHSS**”) application, to facilitate the collection and reporting of data on environmental impacts on health (the “**Services**”).
- 2.1 Data stored by UKHSA as part of the Services is in compliance with Data Protection Legislation.
- 2.2 UKHSA has permission under Section 251 of the NHS Act 2006 to collect patient identifiable information without the explicit permission of patients. This legal provision can only be used to support medical purposes that are in the interest of the patient or wider public, where it is not practicable to receive the consent of every individual and where anonymised data will not suffice.
- 2.3 Notwithstanding paragraphs 2.2 and 2.3, there is no envisaged processing of personal data or patient identifiable information for the purpose of providing the Services.
- 2.4 This document establishes the Terms and Conditions for the Services, including the use of UKHSA’s EPHSS surveillance and reporting tool.

3 Definitions and interpretation

- 3.1 In this document, “**We**”, “**our**” and “**us**” refers to UKHSA, and “**you**”, and “**your**” refers to your organisation, the subscriber to our Services.
- 3.2 “**Data Protection Legislation**” means applicable data protection and privacy legislation including but not limited to the Data Protection Act 2018, UK GDPR

(as defined in section 3 of the Data Protection Act 2018), Regulation (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any guidance or codes of practice issued by the Information Commissioner's Office or other relevant regulatory authority from time to time (all as amended, updated or re-enacted from time to time).

- 3.3 **"Data User Licence"** has the meaning given in paragraph 5.2.
- 3.4 **"EPHSS User Licence"** has the meaning given in paragraph 5.2.
- 3.5 **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 3.6 **"Modified Data"** means:
 - 3.6.1 any data uploaded by you which has been in whole or in part modified, verified, adapted, combined or aggregated by us; and
 - 3.6.2 any reports produced by us based upon data uploaded by you; and
 - 3.6.3 any data downloaded by you in receipt of the Services.
- 3.7 **"Services"** means the EPHSS data collection tool and / or the EPHSS reporting tool and the associated services provided by us.
- 3.8 **"User Licences"** means the EPHSS User Licence and the Data User Licence.
- 3.9 The headings in these Terms and Conditions do not affect its interpretation.
- 3.10 References to statutory provisions include those statutory provisions as amended or re-enacted.
- 3.11 Words in the singular include the plural and those in the plural include the singular.
- 3.12 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

4 Use of the Services

- 4.1 This document comprises a contract between us and you, the subscriber to the Services. By subscribing to and continuing to use our Services you hereby agree to comply with all of the terms detailed below in these Terms and Conditions.
- 4.2 These Terms and Conditions apply to the Services. They may be revised at any time at our sole discretion. For the avoidance of doubt, your use of the Services will be considered as your agreement to adhere to the current Terms and

Conditions at any given time.

- 4.3 You confirm that you are acting on behalf of you and your organisation and not for the benefit of any other person.
- 4.4 You agree to the storage of data submitted to UKHSA in order to perform the Services.
- 4.5 You shall notify UKHSA as soon as you become aware of any unauthorised use of the Services by any person.
- 4.6 You are required to keep the contact details that you have provided to us up to date. We may send notices or other information to you at the address you gave us when registering for the Services. We will not pass these details to other bodies or organisations (e.g. government departments) except as specified elsewhere in these terms or required by any applicable law.
- 4.7 You undertake to keep your user IDs, passwords and security details secure and will not disclose them to anyone else for any purpose. You will notify us if you believe security may have been compromised.
- 4.8 You undertake not to use the Services for any illegal purpose.
- 4.9 You undertake not to seek, by any means, to give the impression that you are an administrator of the Services of any other person or organisation who is engaged in the provision of the Services unless you are appointed to such a role by us.
- 4.10 You undertake not to install any executable program in binary form onto our servers, neither are you authorised to access or execute any process on our systems that you have not been specifically authorised to access or execute.
- 4.11 Use of the Services will be monitored for logon and password change history; account creation, editing and locking; assigning of user privileges and roles; record import, edit and upload; and, record processing and enrichment activities.
- 4.12 You undertake not to configure any automated system to connect to our systems in such a manner as to risk causing excessive load either on the servers or our networks.
- 4.13 We commit that we shall not disclose the details of any subscriber to the Services to any person or organisation for any purpose whatsoever, except as required by law, without the express written permission of the subscriber to do so.
- 4.14 Any decision made by us in relation to the Services and/or these Terms and Conditions shall be final.

5 Licences

- 5.1 When you upload to, or submit data for, the EPHSS application, you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use,

reproduce, distribute, prepare derivative works of and display it in connection with the improvement of public health.

- 5.2 By accepting these Terms and Conditions, UKHSA grants to you a non-exclusive licence to use, in each case only for the purposes of public health surveillance and/or research into the effects of environmental hazards and exposures on human health, the EPHSS application (the “**EPHSS User Licence**”) and the Modified Data (the “**Data User Licence**”).
- 5.3 The User Licences do not give you or a third party the rights to copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to any part of the EPHSS application.
- 5.4 You may not use any information provided by us as part of the Services or obtained by you under the User Licences to create any application whose expression is substantially similar to that of the EPHSS application nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 5.5 You shall not:
 - 5.5.1 sub-license, assign or novate the benefit or burden of the User Licences in whole or in part;
 - 5.5.2 allow the EPHSS application or Modified Data to become the subject of any charge, lien or encumbrance; nor
 - 5.5.3 deal in any other manner with any or all of its rights and obligations under these Terms and Conditions.
- 5.6 You shall permit UKHSA to inspect and have access to any premises (and to the computer equipment located there) at or on which the Services are being received, and have access to any records kept in connection with the User Licences, for the purposes of ensuring that you are complying with the terms of the User Licences, provided that UKHSA provides reasonable advance notice to you of such inspections, which shall take place at reasonable times.

6 Intellectual Property Rights, reports and publications

- 6.1 All Intellectual Property Rights, including, but not limited to, any copyright for the software and/or techniques used in the provision of the Services shall vest with UKHSA.
- 6.2 Data entered into the EPHSS application will be accessible by UKHSA to enable local public health action.
- 6.3 Data entered into the EPHSS application will be accessible for national surveillance of environmental impacts on health by UKHSA.
- 6.4 You acknowledge that all Intellectual Property Rights in the Services and the Modified Data belong to UKHSA, and you shall have no rights in or to the EPHSS application other than the right to use it in accordance with these Terms

and Conditions.

- 6.5 Any publication arising from the Services will give accurate acknowledgment of all data sources and contributions.
- 6.6 Subject to the right to use each organisation's name in regulatory filings, neither you nor we shall use the name or trademark(s) of the other organisation or the names of the employees of the other organisation in any advertising or sales promotional material or in any publication (including presentations made to external parties, even within a closed meeting) without prior written permission of the other organisation.

7 Confidentiality

- 7.1 Each party shall, during the term of these Terms and Conditions and thereafter, keep confidential all, and shall not use for its own purposes (except as set out in these Terms and Conditions) nor without the prior written consent of the other party disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority), any information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or subsequently becomes public knowledge lawfully. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

8 Disclaimer

- 8.1 UKHSA makes no representation and gives no warranty or undertaking, in relation to the Services. As examples, but without limiting the foregoing, UKHSA gives no warranty: (i) that it owns all necessary property and other rights in the EPHSS application and that their use will not infringe any patent, copyright, trade mark or other right owned by any third party; or (ii) that the EPHSS application is of merchantable or satisfactory quality or fit for any particular purpose.
- 8.2 We will use our reasonable endeavours to maintain all our Services but we do not warrant that the provision of the Services will be uninterrupted, error-free nor that the EPHSS application will not undergo appropriate development or upgrades.
- 8.3 You will not be eligible for any form of compensation because you cannot use the Services or because of a failure, suspension or withdrawal of all or part of the Services. We reserve the right to change the Services at any time.

9 Liabilities

- 9.1 To the fullest extent permitted under law but without prejudice to any liability that cannot be lawfully limited or excluded, you hereby agree that we shall not be liable for any direct, indirect or consequential losses or any costs or expenses or damages which arise out of your acts or omissions or any breach in relation to the Services or these Terms and Conditions.
- 9.2 We are not responsible for any use you make of the Services, nor for any charges that you incur with any third party. You hereby indemnify us and shall keep us indemnified against the effects of any misuse or any claims resulting

from any such misuse.

9.3 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services have not been developed to meet your individual requirements.

9.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these Terms and Conditions or any collateral contract, whether by statute, common law or otherwise, are excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

10 Termination

10.1 You are required to adhere to these Terms and Conditions. If you breach them, we reserve the right at our sole discretion to suspend or terminate your access to the Services at any time without notice or refund of any costs incurred, or to block access to the relevant component of the Services.

10.2 You may cancel your subscription to the Services at any time by giving us written notice of your desire to cancel.

10.3 We reserve the right to suspend or cancel any subscription to our Services at our sole discretion.

10.4 Termination by either party in accordance with the rights contained in this paragraph 10 shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

10.5 On termination for any reason:

10.5.1 all rights granted to you under the EPHSS User Licence shall cease;

10.5.2 you shall cease all activities authorised by the EPHSS User Licence; and

10.5.3 we shall immediately cancel your access to the EPHSS application.

10.6 Any provision of these Terms and Conditions which expressly or by implication is intended to come into force on or after termination shall remain in full force and effect.

11 No waiver

11.1 No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12 Non-exclusive remedies

- 12.1 Except as expressly provided, the rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

13 Severability

- 13.1 If any part of these Terms and Conditions shall be held to be invalid or unenforceable, this shall not affect the enforceability of any other provision of these Terms and Conditions.
- 13.2 If any invalid, unenforceable or illegal provision of these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14 No agency

- 14.1 Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

15 Governing law and jurisdiction

- 15.1 These Terms and Conditions, all other legal relationships between us and any dispute arising under or in relation to the Services shall be governed by and construed in accordance with English Law, and shall be subject to the exclusive jurisdiction of the English courts.