

NHS Choices Syndicated Content: Standard Licence Terms

By using the 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").

NHS Choices may at any time revise these Standard Licence Terms without notice. It is the Licensee's responsibility to regularly review the Standard Licence Terms, which will be available at <http://www.nhs.uk/aboutNHSChoices/professionals/syndication/Pages/Webservices.aspx>

The continued use by the Licensee of the Syndicated Content after any applicable change to the Standard Licence Terms will be deemed acceptance of that change by the Licensee.

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

1. Definitions

"Commercial Purposes" means any use of Syndicated Content for direct or indirect financial gain

"Incremental Value" means integrating the Syndicated Content into a Platform in a way that makes such content more accessible, easier to use, or targeted at users who are otherwise unlikely to access such content.

"Intellectual Property Rights" includes but is not limited to patents, trademarks, 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

"Licensee" means the party wanting to use the Syndicated Content and registering through www.nhs.uk

"Licensor" means NHS Choices on behalf of the Secretary of State for Health

"NHS" means the National Health Service

"NHS brand" means the UK registered trademarks numbered 2336307, 2527994, 2356641 incorporating the NHS logo and word marks and any associated branding.

"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 and includes also Symptom Checkers. Please note that all images from the NHS Choices website are unavailable for syndication, with the exception of the Health A-Z body map.

"NHS Choices Website" shall mean the website available at www.nhs.uk

"Platform" means any internet enabled device(s) or environment(s) including but not limited to websites, connected TVs, mobile websites, mobile applications, GIS systems, digital signage etc

"Sensitive Data" shall be as defined in Section 2 of the Data Protection Act 1998

"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

“Symptom Checkers” means Syndicated Content which NHS Choices identifies as Symptom Checkers and which it may, from time to time, make available for syndication, delivered through a technical link from the Licensee’s website to the NHS Choices website.

"Web Services" means any existing or future service supplied through the internet, including via XML, JSON, ASCII text based data feed, or other method, 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 114 subjects
- **Find services near you:** a search facility that allows you to find a local NHS organisations & services on postcode, address or organisation. Find and choose services returns information including geocodes and address details, as well as distance from origin. Scorecard indicators enables users to review results by facilities or service performance
- **Symptom checkers** – tools which allow users to assess their own clinical signs and symptoms, and receive relevant advice
- **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.
- **Care and Support**
- **Planners** NHS Healthcheck and Your Health, Your Way.
- **Guides:** Pregnancy and maternity
- **Comment Capture API**
- **Organisation API**

2. Licence

2.1 Subject to these Standard Licence Terms, NHS Choices as Licensor grants you as Licensee a non-transferrable, non-sub licensable, royalty-free non-exclusive licence to:

- i. display on your Platform, the Syndicated Content and/or
- ii. publish the Syndicated Content without amendment and incorporate, augment, translate and create your own product or services based on the Syndicated Content (a "Work")

2.2 Use of the Syndicated Content for Commercial Purposes is permitted on the strict condition that the Licensee adds Incremental Value to the Syndicated Content. For the avoidance of doubt, providing a link to www.nhs.uk, the NHS Choices mobile website or an RSS feed will not be considered to be adding Incremental Value.

2.3 You may assign this licence to a third party with written permission from the NHS Choices syndication team. It is your responsibility to ensure that the third party is aware of their obligations under these Standard Licence Terms and the Licensor’s IPR. You will be liable for any failure to do so.

2.4 At the discretion of NHS Choices, the Licensee may initially be given a temporary API key or login username. In this case, a permanent key or login will only be supplied once the Licensee has satisfied the NHS Choices team of their ability to deliver their implementation to the required standard.

2.5 The Syndicated Content is licensed for both UK and international use, with the exception of Symptom Checkers, which is licensed only for use by websites based in, and focused on serving users in the UK.

2.6 In relation to Symptom Checkers only:

2.6.1 Pre-existing IPR pertaining to this License shall remain vested in the originating party.

2.6.2 All IPR developed or created by the parties under the terms of these Standard License Terms shall be vested on creation and remain vested in the Licensor, and shall be licensed to the Licensee under clause 2.6.3 below.

2.6.3 NHS Choices grants to the Licensee a perpetual, non-assignable, non-transferrable, irrevocable, royalty-free licence to use the IPR created under these Standard License Terms in the United Kingdom only in accordance with the terms of these Standard License Terms

3. Licensee's Obligations - General

3.1 The Licensee will have the following obligations during the term of these Standard Licence Terms. Any breach of the following obligations will allow the Licensor to terminate these Standard Licence Terms with immediate effect and may give rise additional causes of action. The Licensee must:

- i. only use the Web Services in accordance with these Standard Licence Terms, and not use the Syndicated Content and/or the Work for purposes that, in the reasonable opinion of NHS Choices, are illegal, derogatory or otherwise objectionable or that bring the NHS, the NHS Brand, the Department of Health, NHS Choices or any third party into disrepute. The rights granted to you under these Standard Licence Terms are limited to accessing and displaying or otherwise making available the Syndicated Content for the purposes stated by you in your registration.
- ii. not represent yourself as the NHS (including NHS Choices or an agent or partner of NHS Choices), or make any representations, warranties or guarantees in respect of the Web Services and the Syndicated Content except as set out in these Standard Licence Terms
- iii. not infringe any Intellectual Property Rights belonging to the Crown, the Department of Health or any third parties nor remove, obscure, or alter any NHS Choices copyright notice, trademarks, or other notices (including the terms of this Licence) included in the Syndicated Content. For the avoidance of doubt, any unauthorized use of any part of the NHS Brand amounts to such an infringement;
- iv. not use the NHS Choices logo in a way that infringes the statutory rights of any third party or in a way that misleads any third party into believing that NHS Choices is in any way or manner complicit in that infringement;
- v. not publish, distribute or otherwise make the Syndicated Content available, (including in any Work you create), in a way that would enable other people to download or use the Syndicated Content other than as set out in these Standard Licence Terms.
- vi. not to re-syndicate any Syndicated Content whatsoever;
- vii. not use the Syndicated Content itself to advertise, endorse, bring attention to or represent any of the Licensee's products or services in any form whatsoever. The Licensee will make a clear distinction between its own content and that of the Syndicated Content.
- viii. not directly or indirectly change, edit, add to or produce summaries of the Syndicated Content or any content on the NHS Choices website.
- ix. acknowledge the source of the Syndicated Content in accordance with the Accreditation Guidelines in Appendix C
- x. not represent, imply or permit the implication that the Syndicated Content was made available to them subject to a charge
- xi. unless specifically agreed in writing by NHS Choices, not display the Syndicated Content on Platforms that feature content in any form, including advertising from the Excluded Content Categories as set out in Appendix A or otherwise notified by NHS Choices
- xii. unless specifically agreed in writing by NHS Choices, not display the Syndicated Content alongside, below, above advertising or in any other way be used to promote products or services, from the Excluded Advertising Categories as set out in Appendix B or otherwise notified by NHS Choices.
- xiii. ensure that all sponsorship, display advertising and sales promotions served on a Platform featuring the Syndicated Content complies with all regulatory and professional body codes
- xiv. create or use any script or tool that enables you to poll the Syndicated Content no more than once every 3 seconds

- xv. when using the Syndicated Content, not call over 3000 (three thousand) times in any 1 (one) hour unless you have notified such intention to NHS Choices in advance and NHS Choices have confirmed in writing that they are content for you to do so. Failure to comply with this obligation will result in the removal of any feeds. If there is a requirement to call any data above 3000 (three thousand) times, the Licensee must schedule any such requirement with the Licensor; and
 - xvi. take responsibility for and pay all costs to the provision, maintenance, rental and use of all equipment required for the receipt of the Web Services
 - xvii. To implement any third party links and attribution that may appear in the Web Services
- 3.2 All title, ownership rights and Intellectual Property Rights in and to Syndicated Content and the NHS Marks shall remain either the property of the Secretary of State for Health or the Crown.
- 3.3 The Licensee acknowledges that NHS Choices has absolute editorial control over all Syndicated Content and accepts that NHS Choices is editorially independent and that the editorial integrity of the Syndicated Content is the sole responsibility of NHS Choices.
- 3.4 NHS Choices may, at its absolute discretion, change, amend, update and/or remove any Syndicated Content, and/or change the algorithm of, or change the logic of the Syndicated Content, at any time without notice to the Licensee, in particular where this is necessary to ensure that the Syndicated Content remains clinically safe.
- 3.5 Licensee Obligations, Conditions and Restrictions of Use in respect of Symptom Checkers**
- 3.5.1 The Licensee must ensure that any commercial advertising (for its own and/or others' products and services) carried on the same page as a link to Symptom Checkers shall be appropriate, and in the event of doubt, shall be agreed in advance with NHS Choices.
- 3.5.2 Furthermore, the Licensee will ensure that the Symptom Checkers provided by NHS Choices is displayed as provided, with all elements, including but not limited to, body text, graphics, photographs and code-based information (e.g. pop-up boxes, tool tips) displayed in full. If the Symptom Checkers is provided by NHS Choices through a technical feed (e.g.XML), the Licensee shall not:
- i. omit any part of the feed (including explanatory text or graphic pop-ups); or
 - ii. supplement the feed with any additional material unless express prior written permission is given by NHS Choices.
- 3.5.3 The Licensor shall permit the Licensee to direct its website users to Symptom Checkers only from those domains and addresses which have been previously notified to NHS Choices and for which NHS Choices has given permission.
- 3.5.4 Symptom Checkers shall only be used on website URL addresses and other media types for which NHS Choices has given permission.
- 3.5.5 The Licensor retains the right to monitor the Licensee's website(s) to ensure that it/they do not cause embarrassment or offence to the Department of Health or NHS organisation, practice, premises or site.
- 3.5.6 If, in the sole opinion of the Licensor, embarrassment or offence is or is likely to be caused by the Licensee's website, the Licensor may require the removal of such material.
- 3.5.7 At the request of the Licensor, the Licensee shall move to another page on the Licensee's website, remove, replace (temporarily or permanently) or reduce the proportion of users of the Licensee's website that may access any or all links from the Licensor's website to the Symptom Checkers.
- 3.5.8 The request at 3.5.7 above may be made by the Licensor to:

- i) temporarily reduce traffic to Symptom Checkers on the Licensee's website (and so reducing calls to NHS Choices contact centre); or
- ii) for some other reason such as the relevant Syndicated Content being unavailable

- 3.5.9 The Licensee shall respond within five (5) Working Days to any request by the Licensor under Section or 3.5.7 above
- 3.5.10 If, in relation to Symptom Checkers, the Licensee provides all or any part of the Graphical User Interface, it shall ensure compliance with the W3C WAI AA standard (<http://www.w3.org/WAI/>), or other standard as deemed appropriate by the Licensor and as notified to the Licensee by NHS Choices from time-to-time.
- 3.5.11 Failure by the Licensee to reach an agreed standard may result in the Licensor terminating these Standard License Terms immediately
- 3.5.12 If the Licensee alters the Graphical User Interface elements or has full written permission to add to or remove content from the feed, or any changes are made to the Syndicated Content by the Licensee for whatever reason the finalised content shall be made available to be signed-off by the Licensor Seven (7) days prior to go-live on a public website.
- 3.5.13 In relation to Symptom Checkers, if a user has been, or claims to have been, affected by an adverse clinical incident as a result of information provided in Symptom Checkers, the Licensee shall provide all necessary assistance to the Licensor in investigation of the incident The Licensee shall agree to assist and cooperate with the Care Quality Commission, the Department of Health, the Police and any other appropriate body, during the course of any relevant investigation. Expenses reasonably incurred by the Licensee in assisting NHS Choices under this Clause 3.12 shall be reimbursed by the Licensor within ten (10) Working Days of provision of proof of such expense.
- 3.5.14 In respect of Symptom Checkers content, the Licensee shall provide a means of collecting user feedback by allowing users to comment on their experience of using Symptom Checkers. All comments received from feedback on the Licensee's website about Symptom Checkers shall be sent by the Licensee to the Licensor within five (5) Working Days.

4. Publicity

- 4.1 So long as you comply with your obligations under this Agreement, you may publicise that your Platform, product or service uses or is based on the Syndicated Content provided that those Platforms, products or services do not in the Licensor's reasonable opinion (1) tarnish, infringe, or dilute the NHS or NHS Choices' trademarks, (2) violate any applicable law, and (3) infringe any third-party rights
- 4.2 The Licensee must not use the word 'official' in describing any Platform, product or service which uses the Syndicated Content nor any wording which implies partnership or a joint venture between NHS Choices, the Secretary of State for Health or the Department of Health and the Licensee
- 4.3 The Licensee must only use the NHS letters in the title of an Application or information product or service in a way that is purely descriptive, (eg "Find NHS services") This is to be determined in the complete discretion of NHS Choices. Permission to use the NHS trademark letters is given at the discretion of the Secretary of State for Health (as owner of the NHS brand). Such permission may be revoked at the Secretary of State's, NHS Choices or the Department of Health Branding Team's absolute discretion. For the avoidance of doubt the Licensee must not in any way suggest production by the NHS or NHS endorsement.
- 4.4 The Licensee may not in the title of an Application or information product or service use any logo or colours that are, or appear to be, in any way similar to the NHS logo. This includes, but is not limited to, block letters in the style of the NHS logo; slanting NHS letters; reversed out NHS letters in any block of colour; use of any Pantone blue close to the NHS colour

- 4.5 Use of the NHS trademark letters is subject to change and/or further agreements as developed by NHS Choices and the Department of Health
- 4.6 If there is any area of doubt in respect of use of the NHS brand Licensees should contact the NHS Identity Helpline (020 7972 5250 or nhs.identity@dh.gsi.gov.uk) to ensure that they are not infringing use of the NHS brand.
- 4.7 The Licensee accepts that all Syndicated Content may contain branding from third party expert organisations where it relates to advice or services offered by such content providers

5. Caching Syndicated Content and use of a Tracking Pixel

- 5.1 With the exception of Symptom Checkers, caching of all other Syndicated Content is recommended, and you should do so where possible. Unless otherwise notified to you by NHS Choices, you should refresh cached Syndicated Content page views by feed.

Content as follows: Behind The Headlines - no less than once every 24 (twenty-four) hours; all other Syndicated Content (Symptom Checkers excepted) - no less than once every 7 (seven) days. If instructed by NHS Choices to refresh cached Syndicated Content, you must do so immediately. It is the Licensee's responsibility to ensure that any Syndicated Content (cached or not cached) is refreshed See www.nhs.uk/feedforums for further information.

- 5.2 You agree that the Licensor may use a tracking pixel (or analytics tags) placed within the Syndication Content and a third party analytics service (such as Google Analytics or Webtrends) to create a monthly report, aggregated across all syndication partners, detailing total pages view. The Licensee must ensure that where such pixels/tags are provided, they are implemented as required and remain in place at all times to enable usage tracking by the Licensor

6. Privacy & Data Storage

- 6.1 In using the Web Services you confirm that you are compliant with your obligations under the Data Protection Act 1998 ("DPA") in relation to the processing, handling and storage of personal data, particularly with regard to the seventh data protection principle, and that you are not infringing the rights of any third party under the DPA by unlawfully or wrongfully disclosing their personal data
- 6.2 The Licensor reserves the right to request written evidence from you that the above privacy and data storage requirements are being met. The Licensor reserves the right, where there is evidence of a Web Service being used in contravention of the DPA or for malicious purposes – to suspend or terminate that feed without prior notification until further notice
- 6.3 Any application, service or provision you make utilising the Web Services will also be compliant with UK legislation and it is your responsibility as the operator to comply with the law, (without the ability to pass prosecution onto the Licensor)
- 6.4 You must not intercept, store, transfer or otherwise use sensitive personal data, related to or connected with the Syndicated Content.
- 6.5 When using the Symptom Checkers, or other Syndicated Content as advised, you must ensure your website is secured using HTTPS encryption. Failure to comply with this will invalidate the License granted under these Standard License Terms, and the Licensee will be liable for any claims, prosecutions, or investigations, arising from interception of sensitive personal or confidential data if this is not implemented.

7. Warranties & Liability

7.1 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 Platform shall contain no material which is libellous, defamatory, pornographic, obscene or which brings NHS Choices into disrepute, or which is in breach of any of the Department of Health, the Crown or any other third party intellectual property rights
- iii. users of the Platform shall be required to comply with terms that are equivalent to the Standard Licence Terms in relation to their use of the Syndicated Content; and
- iv. you will comply with NHS Choices guidance and instructions in relation to refreshing Cached content

7.2 The Syndicated Content is made available by the Licensor on an "as is" and "as available" basis and NHS Choices gives no warranty of any kind in relation to the 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 the Syndicated Content and the NHS Choices website and any content thereon. Under no circumstances shall the Licensor be liable for any losses or damage caused by a lack of availability of the Syndicated Content.

7.3 To the maximum extent permitted by law, the Licensor excludes all liability to the Licensee or any third party for any loss or damage howsoever arising out of or in connection with these standard licence terms, including but not limited to any liability arising in relation to NHS Choices content or any content in the Syndicated Content, any virus or other contamination or any unavailability of Syndicated Content whatsoever

7.4 Each provision of this Clause 7 operates separately in itself and survives independently of the others

8. Indemnity

8.1 You hereby agree to indemnify and keep indemnified, hold NHS Choices harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which NHS Choices may suffer or incur as a result of any breach of the Standard Licence Terms or otherwise in connection with any use of the Syndicated Content

8.2 You hereby agree to notify NHS Choices immediately in writing of any claim or demand brought against you for breach or alleged breach of any third party's statutory rights resulting from the use by you on your Platform of the Syndicated Content and NHS logo

9. Termination

9.1 You may terminate these Standard Licence Terms and the licence granted herein at any time by destroying or removing all Syndicated Content from your Platform, all hard drives, networks and other storage media

9.2 NHS Choices may restrict, suspend or terminate the Syndicated Content, these Standard Licence Terms, the licence granted herein or your access to the Syndicated Content at any time without

liability. You agree to destroy all copies of the Syndicated Content upon receiving notice of termination from NHS Choices

9.3 Clauses 3, 3.5, 5, 6, 7, 8 and 9 shall survive termination of these Standard Licence Terms

10. Mobile Applications

10.1 In addition to all other obligations set out in this Agreement if the Licensee intends to use the Syndicated Content as part of a mobile application, such as (but not limited to) an iPhone, Android, Windows or Blackberry application, it must:

- (i) comply with the accreditation guidelines set out in Appendix D (Additional Accreditation and Linking Guidelines For Mobile Devices);
- (ii) before any submission to a mobile application store (including, but not limited to, iTunes, App Store, Android Market and Nokia Ovi Store), seek guidance from NHS Choices that the use of content is suitable, and that NHS Choices is happy to allow the Licensee to use its data and content within any given application

11. General

11.1 The Licensee cannot, sublicense or otherwise deal with its rights or obligations in these Standard Licence Terms in whole or in part to any third party unless that third party has agreed to be bound by these Standard Licence Terms. Such a sublicense shall only be for so long as that third party complies with these Standard Licence Terms. The Licensee shall remain liable for any action or breach of these Standard Licence Terms by any third party to whom they have sublicensed the Syndicated Content. For the avoidance of doubt, this may involve NHS Choices exercising its rights under clause 9.2 notwithstanding the fact that the primary breach of these Standard Licence Terms was caused by a third party sublicensed by the Licensee. The Licensee shall indemnify keep indemnified and hold NHS Choices harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which NHS Choices may suffer or incur as a result of the Licensee sublicensing the Syndicated Content.

11.2 These Standard Licence Terms 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 these Standard Licence Terms

11.3 Any failure or delay by either party in exercising its rights under any provisions of these Standard Licence Terms shall not be construed as a waiver of those rights at any time now or in the future

11.4 These Standard Licence Terms 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 these Standard Licence Terms

11.5 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

11.6 The Licensor will give 28 days notice of changes to functionality, structure, or features within the Syndicated Content, which may impact the Licensee's implantation of any feed. The Licensee will undertake any necessary changes to their implementation prior to the replacement version becoming available.

11.7 The Licensee must ensure that any API keys 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

- 11.8 The Licensee must provide accurate contact details that must be kept up to date while it is receiving Syndicated Content. Failure to keep contact details updated will breach this agreement and may result in the Licensee's API Key being disabled and under certain circumstances, additional liability.
- 11.9 Should you receive any enquiries, which relate to NHS Choices or the Syndicated Content you should promptly refer such enquiries to:

thechoicesteam@nhschoices.nhs.uk

12 Costs

- 12.1 The Parties agrees to bear their own costs in the implementation of this License Agreement.
- 12.2 The Licensee shall not pay the Licensor for the provision of the services set out in this Agreement.

13 Insurance (Symptom Checkers only)

- 13.1 If required by the Licensor in relation to Symptom Checkers, the Licensee shall insure and maintain insurance for the duration of the license under these Standard License Terms and provide certificates as proof of valid insurance on request.
- 13.2 If the Licensee is a member of the NHSLA Risk Pooling Schemes the provisions of Clause 13.1 above shall not apply

Appendix A Excluded Content Categories

Unless specifically agreed in writing by NHS Choices, the Syndicated Content must not be displayed on Platforms that feature content in any form, including advertising, from any of the categories either listed below or as otherwise notified to you by NHS Choices.

- (a) Political – i.e. lobby groups, pressure groups and political parties
- (b) Religious bodies
- (c) Content promoting any tobacco products or any other goods bearing tobacco applicant brands
- (d) Content promoting betting and gambling
- (e) Content promoting adult services including escort agencies and premium rate telephone numbers for adult chat services
- (f) Content promoting weapons, weapon manufacturers and gun clubs
- (g) Content promoting, encouraging or facilitating violence
- (h) Content promoting the occult
- (i) Content that is misleading, pornographic, defamatory, or that contain illegal, or otherwise actionable content under UK law
- (j) Content that incites hatred whether based on race, religion, gender, sexuality or otherwise, or promote encourage or facilitate anti-social behaviour
- (k) Content that promotes, encourages or facilitates terrorism or other activities that risk UK national security
- (l) Content that discriminates against any specific social group or otherwise exploit vulnerable sections of society
- (m) Content which contains exaggerated, misleading or false claims;
- (n) Content which exploit the credulity, lack of knowledge or inexperience of consumers;
- (o) Content that might cause offence or harm.

Where the above editorial exists 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 from the Licensee.

Appendix B Excluded Advertising Categories

Unless specifically agreed in writing by NHS Choices, the Syndicated Content must not run alongside, below, above advertising or in any other way be used to promote products or services, from any of the categories either listed below or otherwise notified to you by NHS Choices.

- (a) Breath-testing devices and products that are intended to mask the effects of alcohol
- (b) Alcohol
- (c) Products for the treatment of alcohol and illegal-substance abuse
- (d) Fast food outlets and foods which are high in sugar, fat and salt
- (e) All tobacco products
- (f) Betting systems and products that are intended to facilitate winning games of chance
- (g) Pyramid promotional schemes
- (h) Premium rate telephone numbers for adult chat services
- (i) Guns, gun clubs and offensive weapons. "Offensive weapons" are made or adapted to cause injury
- (j) Medicines only available in the United Kingdom under prescription
- (k) Over-the-counter medicines not regulated by the Proprietary Association of Great Britain's Medicine Advertising Codes
- (l) Uncertified medical devices
- (m) Infant formula milk
- (n) Cosmetic surgery and procedures including Botox and sunbeds

Appendix C

Accreditation and Linking Guidelines

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



A full resolution version of the logo can be obtained from the following link:

<http://blogs.nhs.uk/choices-blog/2014/02/21/nhs-choices-attribution-logo-for-syndication/>

Syndicated Content on the Licensee's Platform 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 the Licensee's Platform that contains the Syndicated Content. If the Licensee is displaying Syndicated Content in a context where a functional link back to the article on the NHS Choices website is not possible then they shall use the following attribution (credit):

From www.nhs.uk

Appendix D

Additional Accreditation and Linking Guidelines For Mobile Devices

- i. The 'content supplied by' logo must be implemented at category or content page level;
- ii. The 'content supplied by' logo must be implemented within the splash screen where NHS Choices content is predominant and
- iii. The wording from 'www.nhs.uk' can be used at content page level with written agreement from the NHS Choices syndication team