

E Reporting End User Licence Agreement

This End-User License Agreement ("**EULA**") is a legal agreement between you (either an individual or a single entity) and the NHS Business Services Authority ("**NHSBSA**").

The NHSBSA grants you the right to use the NHSBSA Dental Services' online system known as the 'E reporting system', which includes computer software, the data supplied with it, and any associated media, printed materials, electronic documentation and Internet-based services ("**E Reporting system**"), provided that you comply with all terms and conditions of this EULA.

User Obligations

The E Reporting System is provided for you to use for exercising your duties as an employee of or contractor to the NHS and in relation to management of NHS dentistry contracts in line with your job description, NHS guidelines and regulations. The E Reporting System may not be used for personal purposes or to profit or otherwise benefit individuals or non-NHS organisations and you agree not to use or access any information via the E Reporting System unless necessary for the performance of your duties for the NHS.

You are responsible for ensuring the accurate production of any reports produced through the E Reporting System. The NHSBSA shall not be liable for any losses or damage incurred by inappropriate or inaccurate use of any data provided through the E Reporting System.

Access to the E Reporting System through any allocated licence is restricted to one named registered user per allocated licence. You must not share access, passwords, user names or log on details to the E Reporting System with any other person as this may place the NHS in breach of its agreements with third party software licensors.

You must advise the NHSBSA before re-allocating your allocated licence to a different user. Where this occurs, the new user must sign a copy of this EULA before the allocated licence can be re-allocated and it is your responsibility to ensure that the licence is re-allocated to a bona fide member of NHS staff or an NHS contractor whose role, knowledge and experience are commensurate with these obligations. In such circumstances, you shall remain responsible for the allocated licence until the new user has signed and returned a copy of these terms and conditions to the NHSBSA.

Where you no longer require use of the system or where your circumstances change such that you no longer satisfy the terms of this agreement you must ensure that the user account is locked to prevent use. You are also required to advise NHSBSA of these circumstances.

You agree that the NHSBSA has the right to terminate this licence and withdraw access to the E Reporting System where:

- you have not signed a copy of this EULA and returned it to the NHSBSA;
- where the Licence Agreement in place between the NHSBSA and the relevant PCT, LHB or SHA is breached;
- you have breached the terms of this EULA;
- any other abuse of the E reporting system is understood to have occurred (including unreasonably excessive use); and/or
- you are not making use of the system.

Personal Data

You acknowledge that in using the E Reporting System you may have access to personal data (including sensitive personal data) relating to employees, contractors, suppliers and/or clients of the NHS, including dental contractors and patients.

You agree that you will comply with all data and security standards, policies and procedures applicable to you as an employee or contractor of the NHS and that you will only use, hold and distribute data accessed via the E Reporting System within the NHS and solely as required for the purposes of your employment. Where data you have obtained via the E Reporting System is no longer required, it must be destroyed in a secure manner in accordance with any applicable legislation and/or NHS data retention policies and/or the instructions of the NHSBSA.

In addition, if you are an NHS contractor you agree that:

- you and your employer have in place appropriate technical and organisational measures to prevent unauthorised or unlawful processing of personal data and to prevent against accidental loss or destruction of, or damage to personal data which are at least equivalent to the standard of security required by the NHS security policies; and
- you and your employer shall take reasonable steps to ensure the reliability of any employees who will have access to personal data.

Cookies

You agree that cookies are enabled on the E Reporting system. The purpose of the cookie is to aid the login process by ensuring your user details do not have to be re-entered.

The information held on the cookie is:

Your CMS number and port number (username)

Your authentication method (the security method by which your logon details are validated).

The cookie will not store your password.

Confidentiality

You acknowledge that in using the E Reporting System you may have access to confidential information including, without limitation, information, including personal data and financial information, in respect of dental contractors their practices and patients ("**Confidential Information**").

You agree that you shall hold any Confidential Information in confidence and, unless required by law, shall not:

- make any Confidential Information available to any third party (other than to a party to whom you are satisfied that you may legally disclose such Confidential Information to); or
- use the Confidential Information for any purpose otherwise than in the proper performance of your duties as an NHS employee or contractor (as applicable); or
- permit or cause any unauthorised disclosure of Confidential Information through any failure to exercise due care and diligence.

Acceptance of terms and conditions:

I..... (name)(position)

of(organisation) accept the

terms and conditions set out in this EULA.

Signature:..... Date.....