

**DATA SHARING AGREEMENT**

Between

**UNIVERSITY HOSPITAL SOUTHAMPTON NHS FOUNDATION TRUST**

And

**[GP SURGERY]**

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| This Data Sharing Agreement is made on | Date: [to complete] |

**Contents**

[Between (list all parties) 3](#_Toc88471559)

[Scope and Purpose 3](#_Toc88471560)

[Objectives 3](#_Toc88471561)

[Data Controller(s) 3](#_Toc88471562)

[Data Processor(s) 3](#_Toc88471563)

[Data items to be processed – see appendix 1 3](#_Toc88471564)

[Lawful basis 3](#_Toc88471565)

[Legal justification 4](#_Toc88471566)

[Consent 4](#_Toc88471567)

[Legal obligations 4](#_Toc88471568)

[Information to be shared 4](#_Toc88471569)

[Operational procedure for sharing 5](#_Toc88471570)

[Incident Management 5](#_Toc88471571)

[Data Quality 5](#_Toc88471572)

[Subject Access and Freedom of Information 5](#_Toc88471573)

[Complaints 5](#_Toc88471574)

[Retention and disposal 5](#_Toc88471575)

[Breach of agreement 5](#_Toc88471576)

[Contacts 6](#_Toc88471577)

[Review 6](#_Toc88471578)

[Authorised signatories 6](#_Toc88471579)

[Appendix 1 7](#_Toc88471580)

[Data items to processed 7](#_Toc88471581)

[Appendix 2 8](#_Toc88471582)

[Definitions and interpretation 8](#_Toc88471583)

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| **1** | **Between (list all parties**)  * **UNIVERSITY HOSPITAL SOUTHAMPTON NHS FOUNDATION TRUST (UHS**) Tremona Road, Southampton SO16 6YD * [GP SURGERY] | | |
| **2** | Scope and Purpose  * This is a Data Sharing Agreement (DSA) between [GP SURGERY] and the University Hospital Southampton NHS Foundation Trust (UHS). The purpose of the DSA is to facilitate the appropriate exchange of data to fulfil the duties required by the parties and contractors of these as set out in this agreement. * The effectiveness of information sharing relies on good relations and mutual trust but must also comply with legislative, regulatory, and ethical demands and needs to be carried out in a consistent manner by all parties involved. This Data Sharing Agreement (DSA) provides the overarching commitment by all parties and contractors for facilitating the exchange of information where it is necessary or expedient to provide services in the most effective and appropriate way. * The DSA has been established to promote the regular sharing of personal information for the provision of services provide between all parties. * It details the specific purpose and personal information being shared, the required operational procedures and legal justification that underpins the disclosure/exchange of information. * All parties may only use the information disclosed to them under this DSA for the specific purposes set out in this document. | | |
| **3** | Objectives  * The objectives of sharing the information covered by this agreement are to provide patient care through the sharing of diagnostic data as per appendix 1. | | |
| **4** | Data Controller(s)  * All parties involved in this agreement will each have their own responsibilities and liabilities in respect of the data they disclose or have received. * If applicable, parties will demonstrate that they have put the required Information Governance accountability structures in place by means of their current Information Governance self-assessment utilising the NHS Digital provided Data Security and Protection toolkit (DSPT). It is expected that all parties achieve an adequate level of compliance against these requirements and can therefore be regarded as ‘Trusted Organisations’ for information sharing purposes. If a party is unable to demonstrate assurance, they will have the opportunity to provide other assurance for consideration and inclusion in this agreement. | | |
| **5** | Data Processor(s)  * For the purposes of this agreement if there are Data Processors, they will be at appendix 1. | | |
| **6** | Data items to be processedFor the purposes of this agreement if there are Data Processors, they will be at appendix 1. | | |
| **7** | Lawful basis Article 6, all personal data   * UK GDPR Article 6(1)(e) – the processing of personal data is necessary for the performance of its official tasks carried out in the public interest or in the exercise of official authority vested in the controller.   Article 9 condition (if applicable)   * UK GDPR Article 9 (2)(h) - necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services.  Legal justificationConsent  * **Data Protection Law:** The sharing of information covered by this agreement does not use consent as its legal basis (as defined and outlined by Data Protection Law). Although consent is not used as the legal basis for sharing data under this agreement, legislation still requires that Data Subjects are informed of the data sharing, as part of the accountability principle and being open, honest and transparent. Data Subjects will be informed of this data sharing by each Trust’s Privacy Notice * **Common Law Duty of Confidentiality:** The sharing of information covered by this agreement in terms of the Common Law Duty of Confidentiality is implied consent. Implied consent, as defined by the Common Law Duty of Confidentiality requires NHS providers to inform patients who they share information with and seek confirmation that the patient is happy for this information to be shared. This is often done in the form of ‘consent’/’patient preference’ e.g. are you happy for us to share information with other health care providers, social care, safeguarding, education, etc This is in line with the accountability principle within Data Protection Law and will be achieved as outlined above. * **Electronic Patient Systems:** Although consent is requested, this is for the purpose of fulfilling the functions of the electronic patient system only, which requires consent to gain access to the wider record; fulfilling the requirements of Data Subject choice, as outlined under Data Protection Law. The access and sharing of this information under Data Protection Law is outlined above and therefore covered by another legal basis, other than consent. If a patient does not give consent for access to the wide electronic patient system, and information is required, alternative methods should be used to obtain pertinent information, using the legal basis outlined under Data Protection Law.   **Privacy Notice Information**   * All parties recognise their duty under Data Protection Law to provide information to individuals about fair processing/Privacy Notices. The sharing of information under this agreement is to be documented in all parties fair processing/Privacy Notices and published. | | |
| **8** | Legal obligations  * All parties regard all personally identifiable data as confidential except where national policy on accountability and openness requires otherwise * All parties will maintain policies to ensure compliance with Data Protection Laws. This includes the Data Protection Act 2018, UK GDPR, and any applicable national laws. * In addition, consideration will also be given to all applicable laws concerning privacy, confidentiality, the Processing and sharing of personal data including the Human Rights Act 1998. * All parties, when acting as Data Controller, will identify a condition for processing as identified by the UK GDPR under Article 6 and 9 (where appropriate), for each activity it undertakes. * All parties when acting as a Data Processor, will do so in accordance with an appropriate contract/data processing agreement with the relevant Data Controller(s). | | |
| **9** | Information to be shared  * Only the minimum necessary personal information, consistent with the purpose set out in this document must be shared * The information to be shared is detailed in appendix 1. * Information provided by all parties will not be released to any third party without the permission of the other parties. | | |
| **10** | Operational procedure for sharing  * The process for sharing of the information as laid out in this agreement is detailed in appendix 1. * The information shared under this agreement is to be restricted to those who require access to it, for the purposes laid out in this agreement. Access to this information will be restricted as detailed in appendix. * Existing access controls and audits are in place to ensure legal requirements are upheld systems can be audited internally for correct use of information. * The information shared under this agreement is to be stored securely, in line with Article 32 – Security of processing. | | |
| **11** | Incident Management  * Each party is required to have in place their own process for manging breaches of security, inappropriate disclosure, or loss of data. * Each party will ensure the security of Personal Data before during and after the data sharing takes place. * Each party shall promptly (within 24 hours) notify the respective party of any suspected incident and provide assistance and information to the relevant parties to investigate. | | |
| **12** | Data Quality  * Personal information will only be collected using approved collection methods, ensuring the required information is complete and up to date * All reasonable steps must be taken to ensure that anyone who has received information is notified of any relevant changes and if any inaccuracies are found that the necessary amendments will be made. | | |
| **13** | Information Rights and Freedom of Information  * Each party acknowledge a duty to assist one another in meeting their individual responsibilities under Data Protection Laws and the Freedom of Information 2000 (if applicable) to provide information subject to this agreement in response to formal requests. * Such requests should be referred to the relevant Data Controller and their policies and procedures followed. In any event the relevant Data Controller should be notified. | | |
| **14** | Complaints  * Each party is to ensure that there is a formal procedure by which Data Subjects can direct their complaints regarding the application of the agreement. * If the complaint relates to the disclosure or use of individual’s personal information that has been supplied or obtained under this agreement, all parties will co-operate and assist as appropriate in resolving the complaint. | | |
| **15** | Retention and disposal  * The Data Controller(s) for the personal information disclosed under this agreement will not be held for longer than is necessary to fulfil the purpose for which it was obtained for and in accordance with prescribed retention periods and the Data Controllers retention policy. * Personal information disclosed under this agreement will not be held longer than necessary to fulfil the purpose of this agreement *and shall be returned to the Data Controller once the agreements has been terminated, as outlined in the “Operational Procedures for Sharing” section of this agreement*.(if applicable) * For this agreement details can be found at appendix 1. | | |
| **16** | Breach of agreement  * Any breach of this agreement should be reported and investigated in line with each Partner’s organisation incident reporting and management procedure and any relevant statutory guidance. * In the event of a non-compliance with this agreement senior management will be informed in the case of UHS this will be the Caldicott Guardian and/or Senior Information Risk Owner (SIRO). * This agreement will be governed by and interpreted in accordance with English law and any dispute or claim arising out of it will be subject to the exclusive jurisdiction of the courts of England. | | |
| **17** | Contacts  * The primary contact for matters relating to the operation and management of this DSA are: | | |
| **DSA organisations** | **Primary contact/DPO** | **Email** |
| [GP SURGERY] |  |  |
| University Hospital Southampton NHS Foundation Trust | Data Protection Officer | dataprotection@uhs.nhs.uk |
|  | Review  * This DSA will be subject to local approval and reviewed annually or sooner if appropriate. * Prior to signing this agreement, each partner organisations Data Protection Officer must be consulted with and approval / advise given | | |

# Authorised signatories

In signing the document each signature is an undertaking to adopt the agreement on behalf of their organisation

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| **SIGNED by**: | | |
| For and behalf of the  University Hospital Southampton NHS Foundation Trust | Signature |  |
| Name | Judith Downing |
| Job title | Head of Information Governance and Data Protection Officer |
|  | Date | 30 August 2023 |

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| --- | --- | --- |
| For and behalf of  [GP SURGERY] | Signature |  |
| Name |  |
| Job title |  |
|  | Date |  |

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| Appendix 1 | Data items to processed |
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| **Categories of data to be shared** | Name  Address  DoB  NHS number  Hospital number  Health data  Diagnostic tests and results |
| **Categories of Data Subject** | Adult and Children’s |
| **Who in (GP SURGERY) shares and receives the data?** | Access is defined by role to any appropriate clinician or administration staff.  A list of users is available from Pathology IT (GPLinks@uhs.nhs.uk) |
| **Date sharing to commence** | From the date of completion of this DSA |
| **How will it be shared?** | Accessed through ICE, using an interoperability system or ICE desktop if required |
| **Who in UHS receives the data?** | Managed by Pathology IT |
| **Data Processor(s)** | SystmOne/EMIS |
| **What is the retention period shall be applied to that data?** | Data retention policy is defined within the NHS Record Management code of practice. |

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| Appendix 2 | Definitions and interpretation |
| **Data Controller** | An entity that decides how and why Personal Data is used |
| **Data Protection Laws** | As applicable to either party:   1. the UK GDPR. 2. the Data Protection Act 2018. 3. any laws which implement any such laws; 4. any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party; 5. any laws which implement any such laws; and 6. any laws that replace, extend, re- enact, consolidate, or amend any of the foregoing; |
| **Data Processor** | An entity that processes data for and on behalf of the Data Controller |
| **Data Subject** | An individual who is the subject of personal information |
| **Freedom of Information Act 2000** | Provides the public access to recorded information held by a public authority. |
| **Information Rights** | A request made by a Data Subject to exercise any right(s) of Data Subjects under Data Protection Laws in relation to any of the shared Personal Data or concerning the processing of such data. |
| **Partner** | The organisation partner to this data sharing agreement, or automatically added as a signatory |
| **Personal Data** | Any information, which directly or indirectly can identify an individual such as name, identification number or contact details |
| **Processing** | Any action taken with someone’s Personal Data e.g. collecting, recording, organising, sharing, erasure or destruction. |
| **Setting** | The organisation signing the sharing agreement |
| **Shared Personal Data** | Any identifiable data provided by an individual or setting on behalf of individual(s) for the purpose of the Saliva Testing Program |
| **UK GDPR** | Is the retained version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales |