

1 Parties

This Data Sharing Agreement is made between:

1.1 **NHS England**, a non-departmental public body whose address is The Leeds Government Hub, 7 & 8 Wellington Place, Leeds LS1 4AP; and

1.2 The party whose details are set out in Annex A: section 1b (the "**Recipient**").

2 Status of this Agreement

2.1 This Data Sharing Agreement ("**DSA**") is subject to the terms of the Data Sharing Framework Contract made between NHS England and the Recipient, as detailed in Annex A: section 1b. This DSA comprises:

2.1.1 the details set out in this document;

2.1.2 the Annexes to this document.

2.2 In the event of any conflict between any provision of this DSA and the Data Sharing Framework Contract:

2.2.1 the Special Conditions in Annex A section 6 of this DSA shall prevail, followed by,

2.2.2 Part 1 of the Data Sharing Framework Contract, followed by,

2.2.3 Part 2 of the Data Sharing Framework Contract, followed by,

2.2.4 the Data Sharing Framework Contract Schedules, followed by,

2.2.5 the remainder of the terms of this DSA (other than the Annexes), and then followed by,

2.2.6 the other Annexes to this DSA.

3 Term and Termination of this DSA

3.1 This DSA shall commence on the start date specified in Annex A: section 1a and, unless otherwise terminated in accordance with the terms of this DSA and/or the Data Sharing Framework Contract, shall continue until the end date specified in Annex A: section 1a (the "**Term**").

3.2 This DSA will terminate automatically on the termination or expiry of the Data Sharing Framework Contract, save where a New Contract has been agreed by the parties.

3.3 This DSA may be terminated prior to the end of the Term:

3.3.1 by the Recipient at any time by notifying NHS England in writing;

3.3.2 by NHS England at any time by giving to the Recipient not less than one months' prior notice in writing; or

3.3.3 in accordance with the provisions of the Data Sharing Framework Contract (or any New Contract) from time to time in force.

3.4 This DSA may be updated or varied from time to time by:

3.4.1 NHS England notifying the Recipient of the update in accordance with Clause 18.2 of the Data Sharing Framework Contract; or

3.4.2 NHS England and the Recipient agreeing the variation in accordance with Clause 18.3 of the Data Sharing Framework Contract.

3.5 Where this DSA is updated or varied in accordance with Clause 3.4, NHS England shall issue an updated version of the DSA to the Recipient to reflect the update or variation to the terms ("Updated DSA"). NHS England shall allocate a new sequential version number to the Updated DSA to identify that the DSA is updated or varied. For example, a DSA with reference DARS-NIC-NNNNN-NNNNN-v1.1, would be updated to DSA DARS-NIC-NNNNN-NNNNN-v2.0.

3.6 The parties acknowledge that this DSA, as updated or varied in accordance with Clause 3.4, shall be read and construed as the same appears in an Updated DSA. Except as updated or varied in accordance with Clause 3.4, this DSA shall continue in full force and effect.

4 Data

- 4.1 Annex B: section 2, sets out the details of the Data that will be provided by NHS England to the Recipient under this DSA.
- 4.2 NHS England shall supply the Data to the Recipient or its nominated Data Processor in accordance with the data transfer method set out in Annex B: section 2.
- 4.3 The Recipient shall:
- 4.3.1 comply with the provisions set out in Annex A and Annex B; and
 - 4.3.2 only process and store the Data at the location(s) specified in Annex A: Section 2.
- 4.4 Where Annex A states that the Recipient is entitled to sub-licence the Data, the Recipient shall enter into a Sub-Licence which is compliant with the requirements set out in Annex A: section 10 together with Clause 3.3 of Part 2 and Schedule 4 of the Data Sharing Framework Contract, and shall procure that the sub- licensee complies with its obligations as set out in Annex A: Section 10 and Schedule 4 (Sub-licensing conditions) of the Data Sharing Framework Contract.
- 4.5 The Recipient shall comply with the requirements of Clause 3 of the Data Sharing Framework Contract in respect of any sub-licensing of the Data.

5 Data Processor

- 5.1 The Recipient wishes to engage the party whose details are set out in Annex A: section 1c to act as its Data Processor to carry out the processing activities set out in Annex A: section 5.
- 5.2 NHS England consents to the appointment by the Recipient of the party whose details are set out in Annex A: section 1c to act as its Data Processor solely for the processing activities set out Annex A: section 5. No other processing or use is permitted by the Data Processor.
- 5.3 The Recipient shall be responsible for all acts and omissions of the Data Processor as if they were acts and omissions of the Recipient under this DSA.

6 Charges

- 6.1 The Recipient shall pay the Charges set out in Annex A: section 11 in accordance with the payment terms contained there and in the Data Sharing Framework Contract.

7 Data Access

- 7.1 Under the terms of this DSA, the Recipient must ensure that access to the Data is managed, auditable and restricted to those individuals who need to process the Data for the Purpose outlined in this DSA.

SCHEDULE 1

1 Interpretation

- 1.1 In this DSA the following expressions have the following meanings. Defined terms not detailed below shall be interpreted in accordance with the defined terms set out in the DSFC:

Recipient	means the party named in Annex A: section 1b who will be a Data Controller of any Personal Data to be shared under and in accordance with this DSA;
Data Sharing Framework Contract or DSFC	means the Data Sharing Framework Contract as detailed in Annex A: section 1b;
Identifiable Data	means Personal Data, but extended to apply to dead as well as living individuals;
Non-identifiable Data	means Data that is not Identifiable Data;
Term	has the meaning given in Clause 3.1 of this DSA.

- 1.2 The rules of interpretation in the DSFC shall apply to this DSA.

Annex A: Application Summary

1a: General

Request Number:	DARS-NIC-NNNNN-NNNNN-vx.x
Request Title:	Title
DSA Start Date:	
DSA End Date:	

1b: Data Controller(s)

- **Data Controller**

Data Controller:

Organisation Type:

Processing the data:

NHS England Framework Contract
Reference:

Contract Expiry Date:

Security Assurances for Data Controller

Type:

Version:

Comments:

Date Reviewed:

DPA Registration

DPA Registration Number:

DPA Organisation Name:

Expiry Date:

DPA Checked On :

Where the Data Controller named in section 1b is processing Data, it is only entitled to process the Data at the location(s) specified in section 2a for the Purpose(s) outlined in section 5 subject to the Special Conditions in section 6, unless otherwise specified in section 6. Any processing of Data by an agreed Data Processor specified in section 1c shall be subject to the same restrictions. These details are therefore not repeated in section 1c.

1c: Data Processor(s)

• **Data Processor**

Data Processor Area:

Organisation Address:

Security Assurances for Data Processor

Type:

Latest Status:

Date Published:

ODS Code:

Comments:

DateReviewed:

Date Checked by NHS England:

DPA Registration

DPA Registration Number:

DPA Organisation Name:

Expiry Date:

DPA Checked On:

2. Locations

2a. Processing Location(s)

.....

2b. Storage Location(s)

.....

2c. Territory of use

3. Datasets Held/Requested

Common Law Duty of Confidentiality

3a. Data Access Already Given

3c. Patient objections

Patient Objections applied?

|

4. Privacy Notice

5. Purpose/Methods/Outputs

5a. Objective for processing:

5b. Processing activities:

5c. Specific Outputs Expected, Including Target Date:

5d. Benefits

i. Benefits Type:

ii. Expected Measurable Benefits to Health and/or Social Care Including Target Date:

iii. Yielded Benefits:

5e. Is the Purpose of this Application in Anyway Commercial?

6. Special Conditions

7. Approval Considerations

Ethics Approval

Materials Reviewed	Version	Date of Document	Date of Approval	Expiry / Review Date	Comments	CAG Reference

8. Period and Funding

8a. Data Retention

For the Recipient to give an indication of the duration that the Recipient would wish to retain the data (however if this period exceeds the Term a new DSA would need to be in place).

Indicative Data Retention Period:

Reason for this Period:

8b. Funding Sources

9. Approved Users

10. Sub-licensing

Does sub-licensing apply?

11. Charges

Set up and first year service charge

Annual Service Charge

Principles of charging: NHS England operates on a cost recovery basis and does not seek to make an operating profit from providing its services. The following costs to NHS England are included in the Service Charges and Annual Charges below:

- all design and/or implementation specific services required to generate bespoke datasets or extracts;
- all administration services associated with providing access to the same;
- delivery and maintenance services to support the ongoing provision of bespoke datasets or extracts;
- administration costs associated with carrying out annual reviews of Recipients.

These charges do not include the costs associated with the investigation of a breach, planning and performance of audit(s), and any prosecution activity.

Service Charge: setup, licence, service and annual review charges

The Service Charge is a one-off fee per DSA, and is payable in advance. The Annual Review charges included in the Service Charge are based on the number of annual reviews to be carried out during the Term of the DSA.

Data Sharing Agreement

DARS-NIC-NNNNN-NNNNN-vx.x

Audit fees are payable where NHS England undertakes an audit or investigation which in NHS England's reasonable opinion, reveals that the Recipient either has not complied, or is not complying, with any of its obligations under the Data Sharing Framework Contract and / or this DSA. The audit fees stated in the table below are an estimate only and the Recipient is responsible for promptly reimbursing NHS England for all reasonable costs of the audit and the full cost of any investigation which NHS England may commence prior to an audit taking place in accordance with Clause 7 (Audit and specific rights) of the Data Sharing Framework Contract. Audit fees are payable at cost, and shall include the costs for all activity for investigation, as well as activities associated with the performance of the audit:

Estimated audit fees per audit: £15,000 (variable depending on circumstances).

Annex B: Additional technical information

1. Data to be received by NHS England under this agreement

2. NHS England data covered by this agreement

A summary of the datasets covered by this agreement is shown in section 3 above.

2a. Data already held

2b. Additional data provided under this agreement

- **Additional data**

Periods

Sensitive fields

Identifiable fields

Other fields

Filters/minimisation efforts

Data Transfer Method

3. Additional Information

Recommended product(s)

List Clean

Patient Status

Patient Tracking

Additional Technical Detail

Annex C: Approval Information

Signed for and on behalf of the Information Asset Owner:	
Name:	
Electronic approval reference:	
Organisation Name:	
Role:	
Date/time:	
Signed for and on behalf of NHS England:	
Name:	
Electronic approval reference:	
Role:	
Date/time:	
Signed for and on behalf of the Data Controller:	
Organisation Name:	
Electronic approval reference:	
Name:	
Position in organisation:	
Date:	