



# CONNECTED HEALTH CITIES: DATA SHARING CONTRACT

## Document Management

### Revision History

Version	Date	Summary of Changes
0.1	01/08/2016	First draft for internal review
V1.0	20/03/2017	Incorporating minor changes following stakeholder review
V1.1	03/05/2017	Incorporating changes for sign off
V1.2	23/05/2018	Updating links for website

### Reviewers

This document must be reviewed by the following people:

Reviewer name	Title / Responsibility	Date	Version
IG working Group			Draft v0.1
John Ainsworth (for sign off)			V1.0

### Approved by

This document must be approved by the following people:

Name	Signature	Title	Date	Version
John Ainsworth			03/05/2017	1.1

## Contract for Sharing Data within Connected Health Cities

<b>Organisation</b>	To be completed by the organisation
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### Purpose of Contract

1. This Data Sharing Contract establishes an undertaking by the above-named organisation to abide by a code of conduct regarding the management of any patient or service user Data shared or received by the organisation in pursuance of care pathways, research projects, or other approved programmes that are supported by the Connected Health Cities.
2. Each data sharing arrangement will require a Data Sharing Agreement which describes the data to be shared under the terms and conditions of this Data Sharing Contract.
3. Organisations that participate in Data Sharing under this Data Sharing Contract are the following:
  - i. Xxxxx Trust
  - ii. University of xxxxx

DRAFT NOTE: LIST TO BE COMPLETED BY EACH CHC / DISTINCT CARE PATHWAY AS REQUIRED

4. The purpose of the Contract is to:
  - i. Clarify the responsibilities of the organisation in relation to the Data
  - ii. Ensure that confidentiality and privacy of the Data are respected appropriately
  - iii. Ensure that the organisation follows legislation and good practice in relation to data protection
  - iv. Set out arrangements for termination of the Contract

### General Terms

5. This Contract does not supersede any other data sharing arrangements operating between any of the signatory organisations of the Contract, it is relevant only to data sharing for the purposes of the care pathways, research projects, or other approved programmes that are supported by the Connected Health Cities.
6. It is intended that this Contract is valid for a three year period from January 2017 at which point it may be renewed or terminated by Connected Health Cities in consultation with the named partners.
7. The Contract shall be reviewed on an annual basis or as a result of changes to relevant legislation or national policy. Any changes to the terms of the Contract during the three year period shall be provided in writing and signed as an amendment to the Data Sharing Contract by each partner organisation.
8. Signatories to this Contract are responsible for ensuring that their organisation has implemented appropriate policies, procedures and processes to safeguard the Data which continue to achieve a satisfactory IG Toolkit Score (at least Level 2) for the requirements required of its organisation type.
9. Nothing in this Contract shall:
  - i. impose an obligation on any partner organisation to disclose any Health Data to the other; or
  - ii. require any partner organisation to act in a manner which conflicts with its legal obligations, legal functions or duties, or internal governance arrangements.
10. Signatories to the Contract undertake to ensure that each of its employees, including students, contractors, and locums, have undertaken appropriate Information Governance training and recognises and understands their responsibilities when sharing or receiving patient or service user Data under this Data Sharing Contract and the relevant Data Sharing Agreement.
11. Failure to comply with the terms of this Data Sharing Contract may lead to the withdrawal of the organisation's right to participate in the Contract and access to any Data supplied under the Data Sharing Contract being withdrawn.

12. This Data Sharing Contract alone does not facilitate data sharing. No Data shall be transferred or shared until a separate Data Sharing Agreement has been completed and signed by each participating organisation in respect of the proposed data flow or data sharing arrangement.
13. Any organisation requesting Data under the terms of this Contract shall adhere to the guidance set out in the Guidance on Data Use and Data Sharing prior to making such a request.
14. A specific Data Sharing Agreement between the Receiving Organisation and each Providing Organisation shall provide details for each individual data sharing arrangement including:
  - i. The Data to be shared including frequency: See section 5 of the Data Sharing Agreement
  - ii. The purpose the Data is to be used for (which must be a 'medical'<sup>1</sup> purpose) See section 5 of the Data Sharing Agreement
  - iii. The method of transfer / details of how the Data will be shared: See section 5 of the Data Sharing Agreement
  - iv. For Personal Data, the Data Controller arrangements: See section 6 of the Data Sharing Agreement
  - v. The legal basis for sharing: See section 6 of the Data Sharing Agreement
15. A copy of the Data Sharing Agreement template can be found at:  
<https://www.connectedhealthcities.org/about-us/how-we-protect-your-data/>
16. Each Data Sharing Agreement shall be governed by the terms and conditions of this Data Sharing Contract. Data to be shared under this Contract may be Anonymised (including through de-identification or pseudonymisation with appropriate controls in place) or Personal Data.

### Termination

17. Any signatory organisation may terminate this Contract and the data sharing arrangements governed by it before it is due to expire by giving written notice of their intention to terminate not less than one month before the intended termination date if the departing signatory organisation has taken all reasonable steps to ensure that withdrawal does not place any other signatory organisation in breach of their contractual agreement to perform a research project or clinical network.
18. Any signatory organisation that has reason to believe that another organisation is in breach of the terms of this Contract or of a Data Sharing Agreement governed by this Contract should

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<sup>1</sup> "medical purposes" means the purposes of any of—

(a) preventative medicine, medical diagnosis, medical research, the provision of care and treatment and the management of health and social care services, and

(b) informing individuals about their physical or mental health or condition, the diagnosis of their condition or their care and treatment.

report this to all affected partner organisations. The organisations may suspend data sharing arrangements until the potential breach has been investigated and it has been confirmed that there was no breach or that the breach has been remedied.

19. A partner organisation may terminate their Contract with another organisation with immediate effect in writing if:
  - i. The other organisation is in material breach of the terms of the Contract and or a specific Data Sharing Agreement governed by the Contract and the organisation fails to or cannot remedy the breach within 30 days of notice of the breach
  - ii. The other organisation ceases to operate as a legal entity for example through closure or merger with another organisation.
  - iii. The other organisation no longer has the lawful power to perform any of the obligations contained within this Contract.
20. Termination of the Data Sharing Contract for a partner organisation automatically terminates any Data Sharing Agreements governed by the Contract that have resulted in Data being shared with the partner organisation.
21. Generally, on termination of the Contract, or sooner at a date agreed within a specific Data Sharing Agreement, the Data held under the governance of the Contract shall either be securely returned to the providing organisation or shall be securely and permanently destroyed and confirmation in the form of a destruction certificate shall be provided to the Providing Organisation. Separate arrangements will be made for Data that is required to be retained for a longer period (for example for research projects or where it had formed part of the patient's clinical record).

### Intellectual Property Rights

22. Unless agreed otherwise in writing between the signatory organisations, nothing in this Contract is intended to transfer or grant any right, title or interest in, or any right to use, any Intellectual Property Rights except to the extent necessary to make use of any Data that is provided.

### Terms and Conditions for the Organisation when Providing Data

23. As a Data Controller, the Providing Organisation is not under any obligation to transfer or share access to their Data under this Contract unless they are satisfied that it is appropriate to do so.
24. As the Data Controller for the Data to be shared or accessed it is the Providing Organisation's responsibility to ensure that:
  - i. There is an appropriate lawful basis for providing the Data and that this is set out in the specific Data Sharing Agreement.
  - ii. Appropriate information has been provided to all affected patients. [Each Care Pathway and research project shall provide material to assist the Providing Organisation with patient information, fair processing and informed consent where appropriate.]

- iii. There is an appropriate process for recording a patient's objection to data sharing for a specific care pathway or research project.
  - iv. All patient objections to data sharing (or where applicable withdrawal of consent) are honoured and Personal Data for these patients is not shared.
25. If the Providing Organisation receives a request to disclose health Data under this Contract which they do not intend to comply with they must inform the applicant of its decision in writing and provide reasons for the rejection of the request.
26. The Providing Organisation shall supply Data in the form and format agreed within the specific Data Sharing Agreement.
27. Before making Anonymised Grouped Data available, the Providing Organisation shall ensure that:
  - i. All steps necessary have been taken to render the Data anonymous to a level sufficient to be compliant with the Information Commissioner's Office code of practice: <https://ico.org.uk/media/1061/anonymisation-code.pdf>
  - ii. The effectiveness of the anonymisation process used has been tested and the results documented.
  - iii. If requested, the Providing Organisation shall provide details to the Receiving Organisation of the tests performed to confirm that the Data has been anonymised to the required standard.
28. The Providing Organisation shall transfer the Data to the recipient using an appropriately secure method as agreed and specified in the Data Sharing Agreement.

### Terms and Conditions for the Organisation when Receiving Data

29. The Receiving Organisation shall ensure that all its employees, agents, students and contractors shall only use any Data received under the terms of this Contract for the purpose detailed in the specific Data Sharing Agreement.
30. The Receiving Organisation shall not pass any Data received under this Contract to any third party unless otherwise set out within the specific Data Sharing Agreement or with prior written consent of the Providing Organisations.
31. The Receiving Organisation shall ensure that the Data is only accessed by those employees, agents, students and contractors that are entitled to do so and where appropriate shall use role based access controls to limit that access.
32. The Receiving Organisation shall not combine or link the Data received under the terms of this Contract with any other Data held by the Receiving Organisation unless otherwise specified in the specific Data Sharing Agreement.

33. Where the shared Data is not Personal Data (e.g. Anonymised Grouped, or Anonymised patient level with appropriate controls in place) it is not subject to the principles of the Data Protection Act.
34. For patient level Data that has been Anonymised the Receiving Organisation shall not use or manipulate the Data in any way that re-identifies any individual from that Data.
35. The Receiving Organisation shall notify the Providing Organisation of any Data Breach (or suspected Data Breach) as soon as it is discovered. Data Breaches should be recorded according to local incident management procedures but must be assessed to establish whether a Serious Incident Requiring Investigation report (as defined in the IG Toolkit) needs to be made. Use of the SIRI reporting system will automatically notify the Information Commissioners Office for incidents that are required to be notified. Further guidance is available at the following.

<https://www.igt.hscic.gov.uk/resources/HSCIC%20SIRI%20Reporting%20and%20Checklist%20Guidance.pdf>

Before publishing any Data derived from Data received under this Contract the Receiving Organisation shall ensure that the all steps necessary have been taken to render the Data anonymous to a level sufficient to be compliant with the Information Commissioner's Office code of practice: <https://ico.org.uk/media/1061/anonymisation-code.pdf>

36. The Receiving Organisation shall not transfer Personal Data received under the terms of this Contract outside the European Economic Area without the prior written consent of the Providing Organisations and only where such transfer is permitted under and complies with the Data Protection Act.
37. The Receiving Organisation shall notify the Providing Organisation if a request is received regarding the Data under the Freedom of Information Act 2000 prior to the release of any Data.

### Data Controller Responsibilities

38. Where the shared Data is Personal Data the Receiving Organisation shall be considered to become the Data Controller unless otherwise set out in the specific Data Sharing Agreement.
39. The Receiving Organisation shall ensure that Data are processed lawfully and in accordance with all applicable laws and regulatory standards, including secure storage and transfer.
40. The Receiving Organisation will inform the Providing Organisation when a Subject Access Request is made by a patient and will respond to the patient as required by the Data Protection Act.
41. Where the shared Data is not Personal Data but becomes Personal Data through processing undertaken by the Receiving Organisation, the organisation shall become the Data Controller. As Data Controller, the organisation shall be responsible for notifying the Providing Organisation; identifying whether the action constitutes a data breach; and establishing a lawful basis for continuing to hold or destroy the Personal Data as appropriate.



## Signature Page

Signed for and on behalf of  (organisation name)	
Name	
Role / Job Title	
Signature	
Date	