

Data Sharing Agreement

NIC Number:	
DSA Reference:	

1 Parties

This Data Sharing Agreement is made between:

1.1 **The Health & Social Care Information Centre (the HSCIC)**, a body corporate established pursuant to section 252 of the Health and Social Care Act 2012 whose address is 1 Trevelyan Square, Boar Lane, Leeds LS1 6AE; and

1.2 The party whose details are set out in the table below (the **Data Recipient**):

Name:	
Company Number (if relevant):	
Address:	

2 Status of this Agreement

2.1 This Data Sharing Agreement (**DSA**) comprises the details set out in this document, the Data Sharing Framework Contract made between the HSCIC and the Data Recipient and referred to below, the terms and conditions of which are expressly incorporated into this DSA, and the Annexes to this document.

Data Sharing Framework Contract:	[insert reference and end date]
---	---------------------------------

2.2 In the event of any conflict between the elements of this DSA, the Special Conditions in Annex C of this document shall prevail, followed by the Data Sharing Framework Contract (including its Schedules), followed by the remainder of this document and then the other Annexes to this document.

2.3 Capitalised terms used in this DSA shall bear the meanings given to them in the Data Sharing Framework Contract, unless defined elsewhere in this DSA.

3 Term of this DSA

3.1 This DSA shall commence on the Start Date specified in the table below and shall continue, unless terminated earlier in accordance with the terms of this DSA or the Data Sharing Framework Contract, until the End Date in the table below.

Start date:	[dd/mm/yyyy]	End date:	[dd/mm/yyyy]
--------------------	--------------	------------------	--------------

4 Data Details

4.1 The table below, together with the detailed specification included in Annex A, sets out details of the data that will be provided by the HSCIC to the Data Recipient under this DSA (the **Data**).

Data Sharing Agreement

<input type="checkbox"/>	Anonymised data	
	<u>Purpose</u>	<p>The Data Recipient agrees to process the Data only for the following purposes agreed with the HSCIC:</p> <p>Objective for processing:</p> <p>Processing activities:</p> <p>Specific outputs expected, including target date(s):</p> <p>Expected measurable benefits to health and/or social care, including target date(s):</p>
	<u>Territory</u>	[e.g. UK/EEA/other]
	<u>Sub-licensing</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<u>Legal basis</u>	[insert power under which the HSCIC intends to share the Data]

<input type="checkbox"/>	Patient-level pseudonymised data	
	DAAG recommendation date:	
<input type="checkbox"/>	<u>Sensitive data</u>	
<input type="checkbox"/>	<u>ONS data</u>	SoS or Approved Researcher reference:
		Consent and Rec Approval and Conditions:
		ONS reference:
		Named individuals granted access and their employing organisations:
	<u>Purpose</u>	The Data Recipient agrees to process the Data only for the following purposes agreed with the HSCIC:

Data Sharing Agreement

		<p>Objective for processing:</p> <p>Processing activities:</p> <p>Specific outputs expected, including target date(s):</p> <p>Expected measurable benefits to health and/or social care, including target date(s):</p>
	<u>Territory</u>	[e.g. UK/EEA/other]
	<u>Sub-licensing</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<u>Legal basis</u>	[insert power under which the HSCIC intends to share the Data]

<input type="checkbox"/>	Weakly pseudonymised data	
	DAAG recommendation date:	
	Legal basis for Data Recipient to receive Data:	
	<u>Purpose</u>	<p>The Data Recipient agrees to process the Data only for the following purposes agreed with the HSCIC:</p> <p>Objective for processing:</p> <p>Processing activities:</p> <p>Specific outputs expected, including target date(s):</p> <p>Expected measurable benefits to health and/or social care, including target date(s):</p>
	<u>Legal basis</u>	[insert power under which the HSCIC intends to share the Data]

<input type="checkbox"/>	Patient level identifiable data
--------------------------	--

Data Sharing Agreement

	DAAG recommendation date:	
	<u>Legal gateway</u>	Health Service (Control of Patient Information) Regulations 2002 made pursuant to Section 251 of the National Health Service Act 2006 or other legislation
		Consent and Rec Approval and Conditions
<input type="checkbox"/>	<u>Sensitive data</u>	
<input type="checkbox"/>	<u>ONS data</u>	SoS or Approved Researcher reference:
		Consent and Rec Approval and Conditions:
		ONS reference: Named individuals granted access and their employing organisations:
	<u>Purpose</u>	The Data Recipient agrees to process the Data only for the following purposes agreed with the HSCIC: Objective for processing: Processing activities: Specific outputs expected, including target date(s): Expected measurable benefits to health and/or social care, including target date(s):
	<u>Territory</u>	[e.g. UK/EEA/other]
	<u>Sub-licensing</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<u>Legal basis</u>	[insert power under which the HSCIC intends to share the Data]

- 4.2 The HSCIC shall supply the Data to the Data Recipient or its nominated Data Processor in accordance with the method set out in Annex D.
- 4.3 Where the table above states that the Data Recipient is entitled to sub-licence the Data, the Data Recipient shall comply with the sub-licensing conditions set out in Annex F. Failure by the sub- licensee to comply [may/will] result in termination of the agreement between the Data Recipient and HSCIC.
- 4.4 On entering into an agreement with any sub- licensee the Data Recipient shall notify the HSCIC; the HSCIC will add this information to the Data Release Register.

Data Sharing Agreement

5 Data Processor

- 5.1 The Data Recipient wishes to engage the party whose details are set out in the table below (the **Data Processor**) to act as its data processor to carry out the processing activities set out below in respect of the Data:

Name:	
Address:	
Processing activities:	

- 5.2 The HSCIC consents to the appointment by the Data Recipient of the Data Processor for the processing activities set out in the table above. The Data Recipient shall be responsible for all acts and omissions of the Data Processor as if they were acts and omissions of the Data Recipient under this DSA.
- 5.3 The HSCIC consents to the appointed Data Processor to process data for the specific processing activities set out above. No other processing or use is permitted.

6 Charges

- 6.1 The Data Recipient shall pay the charges set out in Annex E (where applicable), in accordance with the payment terms contained in the Data Sharing Framework Contract.

7 Terms and Conditions

- 7.1 The Data Sharing Framework Contract sets out the legal terms and conditions which apply to the transfer and use of Data supplied to the Data Recipient under this DSA. Some of the key terms are reproduced below for the Data Recipient's information purposes only.
- 7.1.1 Where Non-Identifiable Data has been supplied by the HSCIC and then it becomes Personal Data in the hands of the Data Recipient, the Data Recipient shall become a Data Controller and shall be responsible for ensuring that the Data is processed in accordance with the DPA.
- 7.1.2 Use of the Data is for the sole purpose set out in section 4 of this DSA (the **Purpose**).
- 7.1.3 Personnel processing the Data must be suitably trained and made aware of their responsibilities in handling the Data.
- 7.1.4 The Data Recipient shall ensure that any data processing involving Data provided by HSCIC has regard to the Code of Practice on confidential information: <http://systems.hscic.gov.uk/infogov/codes/cop>
- 7.1.5 The Data must not be shared with any other organisation or named individual not explicitly referred to within this DSA.
- 7.1.6 If the Data is subject to a request under the Freedom of Information Act, then the HSCIC must be consulted before a response is provided.
- 7.1.7 Use of the Data must comply with all applicable legislation in relation to the Data (such as the Statistics and Registration Services Act 2007).

Data Sharing Agreement

- 7.1.8 The Data must be accessed, processed and used within the European Economic Area only, unless permission has been granted by the HSCIC.
 - 7.1.9 Information tools derived from this Data must not be provided to other organisations without the specific consent of the HSCIC.
 - 7.1.10 The HSCIC retains copyright of the Data, unless otherwise instructed and this must be cited correctly as follows:
Copyright © <year>, re-used with the permission of The Health & Social Care Information Centre. All rights reserved.
 - 7.1.11 The Data Recipient shall ensure that any publication derived from the Data by any party complies with the following guidance:
 - (a) Anonymisation Standard for Publishing Health and Social Care Data: <http://www.isb.nhs.uk/library/standard/128>; and
 - (b) Anonymisation: managing data protection risk code of practice: http://ico.org.uk/for_organisations/data_protection/topic_guides/anonymisation.
 - 7.1.12 Where the Data derives from the Office for National Statistics, the Data Recipient must also comply with the following guidance:
 - (a) ONS Guidance for Health Statistics: <http://www.ons.gov.uk/ons/guide-method/best-practice/disclosure-control-of-health-statistics/index.html>; and
 - (b) ONS policy on protecting confidentiality within birth and death statistics and the Code of Practice for Official Statistics: <http://www.ons.gov.uk/ons/guide-method/best-practice/disclosure-control-policy-for-birth-and-death-statistics/index.html>.
 - 7.1.13 Before undertaking any Publishing activity using the Data or any derived information, the Data Recipient must undertake an organisational risk assessment exercise to ensure compliance with the above guidelines.
 - 7.1.14 The HSCIC reserves the right to undertake an audit with respect to the use and storage of the Data to ensure that the terms of this DSA are being abided by.
 - 7.1.15 If the Data Recipient wishes to retain the Data beyond the expiration date of this DSA, it must contact the HSCIC not less than one month prior to the expiration date to request an extension to this DSA. Under no circumstances shall the Data Recipient retain the Data without an extant DSA in place.
 - 7.2 Please refer to the Data Sharing Framework Contract for the full terms and conditions that apply to the transfer and use of Data under this DSA.
- 8 Data Access**
- 8.1 Under the terms of this DSA, the Data Recipient must ensure that access to the Data is managed, auditable and restricted to those individuals who need to process the Data for the specific purpose/s outlined in this DSA.

Data Sharing Agreement

Annex A: Data Specification

Please insert the data specification required:

For the purposes of the Data Protection Act 1998, the Data Recipient shall hold the Data specified in this DSA as a Data Controller.

Data Sharing Agreement

Annex B: Data Security Requirements

- 1 The Data Recipient undertakes to comply with all of the information security provisions set out in the Data Sharing Framework Contract. Some of the key terms are reproduced at paragraph 2 below for the Data Recipient's information purposes only.
- 2 The Data Recipient must:
 - 2.1 implement and maintain security standards, processes, procedures, practice and controls appropriate to the nature of the Data received and the harm that would be caused by its loss or disclosure;
 - 2.2 process Personal Data and/or sensitive data only for health and social care purposes, and only for purposes described in this DSA which are consistent with the purposes recorded in the Data Recipient's data protection registration with the Information Commissioner's Office;
 - 2.3 process the minimum data necessary (e.g. using age range rather than age if sufficient);
 - 2.4 ensure that access to the Data is limited to those employees who need access to the Data for the purpose stated in this DSA;
 - 2.5 ensure that the Data supplied is stored on a secure system password protected and that all computer terminals and other means of access are maintained securely in secure premises;
 - 2.6 ensure the rights of individuals are met, such as satisfying subject access requests received, ensuring data accuracy and correcting errors, and handling objections and complaints;
 - 2.7 permanently destroy/delete or erase the Data once it is no longer required for the purpose for which it was collected and confirming destruction to the HSCIC in accordance with this DSA;
 - 2.8 ensure that all employees with access to the Data understand the confidential nature of the Data and their responsibilities; and
 - 2.9 report immediately to the HSCIC any security incidents relating to use of the Data, and any breaches of the terms of this DSA.

Data Sharing Agreement

Annex C: Special Conditions

Special Conditions, e.g. PROMS, HES, ONS

Data Sharing Agreement

Annex D: Data Transfer Method

- 1 The Data will be sent to the Data Recipient (or its nominated Data Processor) using an appropriate HSCIC secure electronic transfer mechanism. Please tick the relevant transfer method and add any additional information where required:

Data Depot (Non-Identifiable data < 2Gb)

The user will receive a request to register via email. Once registered the user will receive an email informing them that a file is ready to be downloaded. The user will log in to the portal using their user name and password (SSO account). The Data will be transmitted using a 128 AES encryption mechanism.

Tibco MFT (Non-Identifiable Data or Identifiable Data, no size limit)

The user will receive their user name and password via email and/or telephone. The user will log in to the portal using their user name and password. The Data will be transmitted using a 256 AES encryption mechanism.

Tibco Slingshot (Non-Identifiable Data or Identifiable Data, no size limit)

The user will receive an email informing them that a file has been sent to them. The user will access a link in the email and register their details. Once authenticated they may download the file. The Data will be transmitted using a 256 AES encryption mechanism.

Data Exchange Service (Southport) Transfer Mechanism

The user will receive a request to register via email. Once registered the user will be able to submit data files and receive emails when data is ready to be downloaded. Data will be transmitted using a 256 AES encryption mechanism

HSCIC approved DSCRO RPC transfer method (Non-Identifiable Data or Identifiable Data)

Description:

Controlled access to - *< insert name of system e.g. SUS >*

Description:

Data Sharing Agreement

- 2 The named person must not share their password with any other person at any time. Once the Data has been transmitted by the HSCIC, the Data Recipient shall be responsible for the security of the Data.

Annex E: Charges

1 Principles of charging

- 1.1 The HSCIC operates on a cost recovery basis, where the costs of data provision under this DSA are not fully covered by those statutory duties which are covered by its central organisational funding. The HSCIC does not seek to make an operating profit from providing services under this DSA.
- 1.2 The following charges shall be recouped via the Service Production Fee specified in the table below;
- 1.2.1 all design or implementation specific services required to generate bespoke datasets or extracts; and
 - 1.2.2 all administration services associated with providing access to the same.
- 1.3 The following charges shall be recouped via the Licence Fee specified in the table below;
- 1.3.1 delivery and maintenance services to support the ongoing provision of bespoke datasets or extracts; and
 - 1.3.2 security and audit services in support of the HSCIC's stewardship of sensitive data.

2 Charges

- 2.1 The following charges shall apply to the licensing of the Data:

Type of Charge	Amount	Time
Set-up and first year service charge	£	one-off fee
Annual service charge	£	per annum
Audit fees	£	as necessary

- 2.2 The audit fees in the table above represent the approximate expected cost to the Data Recipient where the HSCIC undertakes an audit which reveals that the Data Recipient either has not complied, or is not complying, with any of its obligations under the Data Sharing Framework Contract and/or this DSA.

Data Sharing Agreement

Annex F: Sub-licensing conditions

- 1 The Data Recipient may only sub-licence the Data in accordance with the following conditions:

Duration:	<i>[for the duration of the DSA or such shorter period as the HSCIC may wish to specify]</i>
Data specification:	<i>[insert detail if different from the specification in Annex A]</i>
Third party sub-licensees:	<i>[insert names]</i>
Purpose for sub-licensing:	<p>Objective for processing:</p> <p>Processing activities:</p> <p>Specific outputs expected, including target date [s]:</p> <p>Expected measureable benefits to health and / or social care, including target date [s]:</p>
Special conditions:	

- 2 Any breach of these sub-licensing conditions by the Data Recipient or the sub-licensee shall entitle the HSCIC to terminate this DSA.

Data Sharing Agreement

DSA

signatures:

Signed for and on behalf of the Data Recipient:	
Organisation Name:	
Organisation Address:	
Signature:	
Name:	
Position in organisation:	[Caldicott Guardian/SIRO/senior executive or equivalent]
Date:	[dd/mm/yyyy]

Signed for and on behalf of the Information Asset Owner:	
Name:	
Signature:	
Organisation Name:	
Role:	
Date:	[dd/mm/yyyy]

Signed for and on behalf of the Data Services for Commissioners Regional Office:	
Name:	
Signature:	
DSCRO:	
Role:	
Date:	[dd/mm/yyyy]

Data Sharing Agreement

Signed for and on behalf of the Health and Social Care Information Centre:	
Name:	
Signature:	
Role:	
Date:	[dd/mm/yyyy]