

1 Parties

This Data Sharing Agreement is made between:

- 1.1 The **Health and Social Care Information Centre ("NHS Digital")**, a non-departmental public body 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 Annex A: section 1b (the "**Data 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 Digital and the Data 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 Data Recipient at any time by notifying NHS Digital in writing;
 - 3.3.2 by NHS Digital at any time by giving to the Data 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 Digital notifying the Data Recipient of the update in accordance with Clause 18.2 of the Data Sharing Framework Contract; or
 - 3.4.2 NHS Digital and the Data 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 Digital shall issue an updated version of the DSA to the Data Recipient to reflect the update or variation to the terms ("**Updated DSA**"). NHS Digital 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 Digital to the Data Recipient under this DSA.
- 4.2 NHS Digital shall supply the Data to the Data Recipient or its nominated Data Processor in accordance with the data transfer method set out in Annex B: section 2.
- 4.3 The Data 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 Data Recipient is entitled to sub-licence the Data, the Data 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 Data 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 Data 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 Digital consents to the appointment by the Data 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 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.

6 Charges

- 6.1 The Data 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 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 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:

Data 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-137838-F1V7K-v0.2
Request Title:	DSA Test Template
DSA Start Date	01/10/2017
DSA End Date	30/09/2018

1b: Data Controller(s)

- **NHS Digital**

Data Controller NHS Digital
1, Trevelyan Square, Boar Ln, Leeds LS1 6AE

Organisation Type: Agency/Public Body

Data Controller Type: Sole Data Controller

NHS Digital Framework Contract Reference: CON-12345-67890

Contract Expiry Date: 31/07/2018

Security Assurances for Data Controller

Type: IGT Toolkit

Version: 15

Date Completed: 30/09/2017

Comments:
IGT comments go here

IGT Score: 100

IGT Reviewed Date: 01/09/2017

Date Checked by NHS Digital: 01/09/2017

DPA Registration

DPA Registration Number: 12345

DPA Organisation Name:

Expiry Date: 30/09/2019

DPA Checked On : 01/09/2017

Activity Recorded:
Activity recorded statement goes here

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)

- **NHS Digital**

Data Processor Area: England/Wales

Organisation Address: 1, Trevelyan Square, Boar Ln, Leeds LS1 6AE

Security Assurances for Data Processor

Type: IG Toolkit
Version: 15
Date Completed: 31/08/2019
Comments:
IGT comments go here

IGT Score: 100
IGT Reviewed Date: 01/09/2017
Date Checked by NHS Digital: 01/09/2017

DPA Registration

DPA Registration Number: 12345
DPA Organisation Name:
Expiry Date: 30/09/2019
DPA Checked On: 01/09/2017
Activity Recorded:
activity recorded goes here

2. Locations

2a. Processing Location(s)

DEMO Data Processing Address

Location Area: England & Wales
Organisation Address: ad 1
ad 2
ad 3
Leeds
West Yorkshire
LS1 1AB
England

2b. Storage Location(s)

NHS digital storage location demo

Location Area: England & Wales
Organisation Address: AD 1
AD 2
AD 3
Leeds
West Yorkshire
ABC 123
England

2c. Territory of use

England/Wales

3. Datasets Held/Requested

3a. Data Access Already Given

Dataset	Extract Type	Identifiability	Sensitivity	Periods	Legal Basis for Dissemination	Frequency
Hospital Episode Statistics Accident and Emergency	Extract	Pseudo/Anonymised	Non Sensitive	2014/15 2015/16	Health and Social Care Act 2012 - s261(1)	Monthly
Data Minimisation						
Information about filters goes here						
Office for National Statistics Mortality Data	Extract	Pseudo/Anonymised	Non Sensitive	Historic data	Health and Social Care Act 2012 - s261(1)	Monthly
Data Minimisation						
information about filters goes here.						

3b. Additional Data Access Requested

Dataset	Extract Type	Identifiability	Sensitivity	Periods	Legal Basis for Dissemination	Frequency
Hospital Episode Statistics Accident and Emergency	Extract	Pseudo/Anonymised	Non Sensitive	2016/17 2016/17_M13 2017/18_M05 2017/18_M06 2017/18_M07 2017/18_M08 2017/18_M09 2017/18_M10 2017/18_M11 2017/18_M12 2017/18_M13 2018/19_M02 2018/19_M03 2018/19_M04	Health and Social Care Act 2012 - s261(1)	Monthly
Data Minimisation						
Information about filters goes here						
Office for National Statistics Mortality Data	Extract	Pseudo/Anonymised	Non Sensitive	Latest available release	Health and Social Care Act 2012 - s261(1)	Monthly
Data Minimisation						
information about filters goes here.						

3c. Patient objections

Patient Objections applied? Yes

Patient objections explanation should go here.

4. Fair processing

Information about fair processing requirements in relation to the data in this application.

5. Purpose/Methods/Outputs

Sa. Objective for processing:

Objective for processing statements go here.

5b. Processing activities:

Objective for processing activities go here.

5c. Specific Outputs Expected, Including Target Date:

Specific outputs expected, including target date statement

5d. Benefits

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

Expected measurable benefits to health and/or social care including target date statement

ii. Yielded Benefits:

Information about yielded benefits to date go here.

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

Yes

Commercial purposes explanation goes here.

6. Special Conditions

Information about special conditions go here e.g ONS.

7. Approval Considerations

Materials Reviewed	Version	Date of Document	Date of Approval	Expiry / Review Date	Comments
Consent Form	1	30/09/2017	29/09/2017	28/09/2017	Demo comments about evidence go here
Patient Information	3	30/09/2017	29/09/2017	28/09/2017	Demo comments about evidence go here.

8. Period and Funding

8a. Data Retention

For the Data Recipient to give an indication of the duration that the Data 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: 31/07/2019

Reason for this Period: explanation of data retention goes here

8b. Funding Sources

Type of Funding Source: EU/International

Awarding Institution: Demo University
EU/International programme: EU
Reference and title of project/activity: Demo title of project
Year of submission/award: 30/09/2017
Applicant or Partner: Partner
Funding evidence URL:

9. ONS Users

Name	Role	Organisation (if different from applicant)	Legal basis	Expiry / Review Date	AR ref number	Email address
Joe Bloggs	Demo Job role	Demo Organisation		30/09/2019	ABCD	JBloggs@demo.com
John Smith	Demo Job role	Demo Organisation		30/09/2019	12345	johnsmith@demo.com

10. Sub-licensing

Does sub-licensing apply? Yes
Duration: demo duration
Third party sub-licensees: demo third party sub licensees
Details of Data: demo details of data statement
Processing Activities: demo processing activities
Special Conditions: demo special conditions

The Data Recipient is responsible for entering into a Sub-Licence that meets the requirements set out in Clause 3.3 and Schedule 4 of the Data Sharing Framework Contract.

11. Charges

Set up and first year service charge £1,000.00
Annual Service Charge £1,000.00

Principals of charging: NHS Digital operates on a cost recovery basis and does not seek to make an operating profit from providing its services. The following costs to NHS Digital 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 Data 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.

Audit fees are payable where NHS Digital undertakes an audit or investigation which in NHS Digital's reasonable opinion, 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. The audit fees stated in the table below are an estimate only and the Data Recipient is responsible for promptly reimbursing NHS Digital for all reasonable costs of the audit and the full cost of any investigation which NHS Digital 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).

SAMPLE

Annex B: Additional technical information

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

The customer will provide a cohort to NHS Digital

A new cohort will be provided by NHS Digital under this agreement

Recruitment to this cohort has completed

The approximate maximum size the cohort could reach over the lifetime of the DSA is 100

The data items being supplied to NHS Digital by the Customer are :

- Study ID
- NHS Number
- Date Of Birth
- Surname
- Forename
- Sex
- Postcode
- Middle Names/Initials
- Current Address
- Previous Address
- Place of birth
- Place of death
- Previous surname
- Also known as

The legal basis for the data being sent to (or reused by) NHS Digital is

Section 42(4) of the Statistics and Registration Service Act (2007) as amended by section 287 of the Health and Social Care Act (2012)

2. NHS Digital data covered by this agreement

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

2a. Data already held

- **Hospital Episode Statistics Accident and Emergency**

Periods

2014/15

2015/16

Sensitive fields

[AESTAFFCODE] A&E staff member code

Identifiable fields

[AEATTENDNO] Attendance number

Other fields

[AEARRIVALMODE] Arrival mode,
[AEATTEND_EXC_PLANNED] Attendances excluding planned,
[AEATTENDCAT] Attendance category,
[AEATTENDDISP] Attendance disposal,
[AEDEPTTYPE] Department type,
[AEINCLOCTYPE] Incident location type,
[AEPATGROUP] Patient group,
[AEREFSOURCE] Source of referral for A&E,
[ARRIVALDATE] Arrival date,
[ARRIVALTIME] Arrival time,
[CONCLDUR] Duration to conclusion,
[CONCLTIME] Conclusion time,
[DEPDUR] Duration to departure,
[DEPTIME] Departure time,
[FYEAR] Financial Year,
[INITDUR] Duration to assessment,
[INITTIME] Initial assessment time,
[PARTYEAR] Year and month of data,
[TRET DUR] Duration to treatment,
[TRET TIME] Time seen for treatment

Filters/minimisation efforts

Information about filters goes here

Data Transfer Method

Tibco MFT

- **Office for National Statistics Mortality Data**

Periods

Historic data

Sensitive fields

[cause_of_death_neonatal] Neonatal cause of death,
[cause_of_death_non_neonatal] Non-neonatal cause of death,
[cause_of_death_row_pos] Cause of death row position,
[dod] Date of Death,
[dor] Date of Registration,
[resstha] Strategic Health Authority of usual residence of deceased

Identifiable fields

[dod] Date of Death

Other fields

Filters/minimisation efforts

information about filters goes here.

Data Transfer Method

Tibco MFT

2b. Additional data provided under this agreement

- **Hospital Episode Statistics Accident and Emergency**

Periods

2016/17
2016/17_M13
2017/18_M05
2017/18_M06
2017/18_M07
2017/18_M08
2017/18_M09
2017/18_M10
2017/18_M11
2017/18_M12
2017/18_M13
2018/19_M02
2018/19_M03
2018/19_M04

Sensitive fields

[AESTAFFCODE] A&E staff member code

Identifiable fields

[AEATTENDNO] Attendance number

Other fields

[AEARRIVALMODE] Arrival mode, [AEATTEND_EXC_PLANNED] Attendances excluding planned,
[AEATTENDCAT] Attendance category,
[AEATTENDDISP] Attendance disposal,
[AEDEPTTYPE] Department type,
[AEINCLTYPE] Incident location type,
[AEPATGROUP] Patient group,
[AEREFSOURCE] Source of referral for A&E,
[ARRIVALDATE] Arrival date,
[ARRIVALTIME] Arrival time,
[CONCLDUR] Duration to conclusion,
[CONCLTIME] Conclusion time,
[DEPDUR] Duration to departure,
[DEPTIME] Departure time,
[FYEAR] Financial Year,
[INITDUR] Duration to assessment,
[INITTIME] Initial assessment time,
[PARTYEAR] Year and month of data,
[TRETDUR] Duration to treatment,
[TRETTIME] Time seen for treatment

Filters/minimisation efforts

Information about filters goes here

Data Transfer Method

Tibco MFT

- Office for National Statistics Mortality Data

Periods

Latest available release

Sensitive fields

[cause_of_death_neonatal] Neonatal cause of death,
[cause_of_death_non_neonatal] Non-neonatal cause of death,
[cause_of_death_row_pos] Cause of death row position,
[dod] Date of Death,
[dor] Date of Registration,
[resstha] Strategic Health Authority of usual residence of deceased

Identifiable fields

[dod] Date of Death

Other fields

Filters/minimisation efforts

information about filters goes here.

Data Transfer Method

Tibco MFT

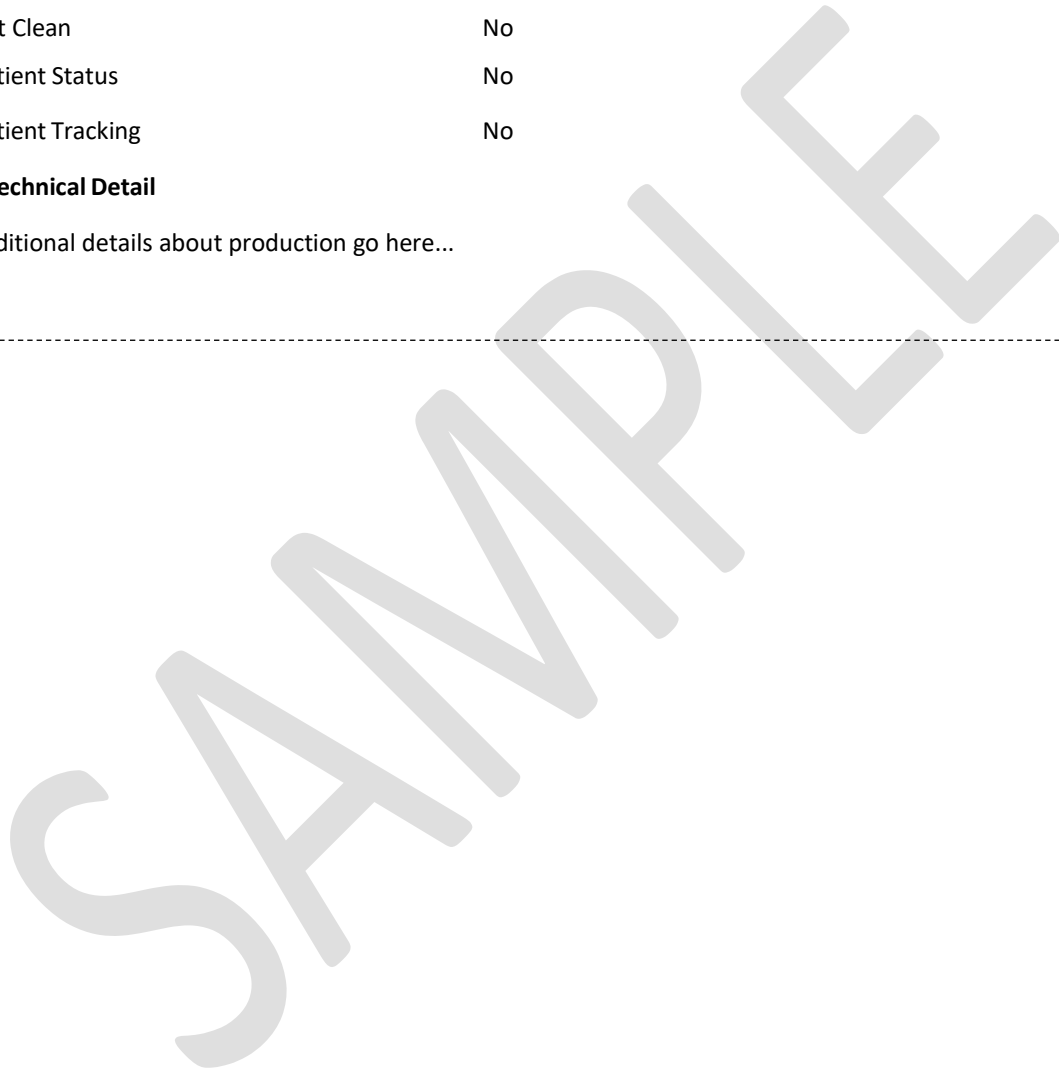
3. Additional Information

Recommended product(s)

List Clean	No
Patient Status	No
Patient Tracking	No

Additional Technical Detail

Additional details about production go here...



Annex C: Approval Information

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

SAMPLE