



## Turas People

Version 0.3

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## 1 Parties, Scope and Purpose

### 1.1 Name and details of the parties who agree to share information

Legal name of parties to DSA
NHS Education for Scotland
NHS Ayrshire and Arran
NHS Borders
NHS Fife
NHS Forth Valley
NHS Grampian
NHS Greater Glasgow and Clyde
NHS Highland
NHS Lanarkshire
NHS Lothian
NHS Tayside
NHS Dumfries and Galloway
NHS Orkney
NHS Shetland
NHS Western Isles
Golden Jubilee
Common Services Agency commonly known as National Services Scotland

### 1.2 Business and legislative drivers.

#### 1.2.1 Purpose of the information sharing

Purpose description	Primary or secondary purpose
<p>The purpose of processing this information is to support the aims of shared services as part of the National Health and Social Care Delivery Plan (2016) and the National Health and Social Care Workforce Plan. This is to provide guidance for NHS Scotland Boards to better align services, share core services and to provide improved efficiency and quality for employees and patients.</p> <p>Part of this work it is to take forward the actions of the shared services agenda which are to:</p> <ul style="list-style-type: none"> <li>• Transform the way support services are delivered by integrating services across Boundaries;</li> <li>• To support a programme to enhance the employment and training experiences for Doctors and Dentists in training (DDiT).</li> </ul> <p>Turas People will process data in order to support the above strategy and will use it to:</p> <ul style="list-style-type: none"> <li>• Provide DDITs with the optimum continuity of employment;</li> <li>• Ensure consistent application of processes across NHS Scotland;</li> <li>• To minimise duplication of processing (particularly on boarding) throughout rotations for clinical placements;</li> <li>• Promote continuity and consistency in payroll arrangements;</li> </ul>	Primary

<ul style="list-style-type: none"> <li>Ensure access to appropriate high-quality training experiences;</li> </ul> <p>Effective information sharing between Boards and the management and performance of trainees DDIT.</p>	
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Indicate how the data controllers will decide upon changes in the purposes of the sharing	Jointly or independently
	Jointly

## 1.2.2 Legal basis for the processing and constraints

If sharing personal data:	
Under the General Data Protection Regulations:	
6(1)(b) – processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract; or	9(2)(a) – Explicit consent of the data subject, unless reliance on consent is prohibited by EU or Member State law; or
6(1)(e) – processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.	9(2)(b) – processing is necessary for carrying out obligations under employment, social security or social protection law, or a collective agreement.

## 2 Description of the information to be shared

Data category	Data Controller status	PD* / SPD*
<b>STAFF ENGAGEMENT DATA:</b>		
Title	Data Controller – Employing and Placement NHS Scotland Boards	PD
Given Name	Data Controller – Employing and Placement NHS Scotland Boards	PD
Surname	Data Controller – Employing and Placement NHS Scotland Boards	PD
Date of Birth	Data Controller – Employing and Placement NHS Scotland Boards	PD
NdpUserID	Data Controller – Employing and Placement NHS Scotland Boards	PD
Known As	Data Controller – Employing and Placement NHS Scotland Boards	PD
Middle Names	Data Controller – Employing and Placement NHS Scotland Boards	PD
Previous Surname	Data Controller – Employing and Placement NHS Scotland Boards	PD
Telephone Number	Data Controller – Employing and Placement NHS Scotland Boards	PD
National Insurance Number	Data Controller – Employing and Placement NHS Scotland Boards	PD
Next of Kin Given Name	Data Controller – Employing and Placement NHS Scotland Boards	PD

Next of Kin Surname	Data Controller – Employing and Placement NHS Scotland Boards	PD
Next of Kin Relationship	Data Controller – Employing and Placement NHS Scotland Boards	PD
Next of Kin Telephone Number	Data Controller – Employing and Placement NHS Scotland Boards	PD
Emergency Contact Given Name	Data Controller – Employing and Placement NHS Scotland Boards	PD
Emergency Contact Surname	Data Controller – Employing and Placement NHS Scotland Boards	PD
Emergency Contact Relationship	Data Controller – Employing and Placement NHS Scotland Boards	PD
Emergency Contact Telephone Number	Data Controller – Employing and Placement NHS Scotland Boards	PD
Bank Name	Data Controller – Employing and Placement NHS Scotland Boards	PD
Bank Sort Code	Data Controller – Employing and Placement NHS Scotland Boards	PD
Bank Account Number	Data Controller – Employing and Placement NHS Scotland Boards	PD
NHS Pension	Data Controller – Employing and Placement NHS Scotland Boards	PD
Non NHS Employment	Data Controller – Employing and Placement NHS Scotland Boards	PD
Non NHS Employment Weekly Hours	Data Controller – Employing and Placement NHS Scotland Boards	PD
Non NHS Employer Name	Data Controller – Employing and Placement NHS Scotland Boards	PD
Bank Address	Data Controller – Employing and Placement NHS Scotland Boards	PD
Contact Address	Data Controller – Employing and Placement NHS Scotland Boards	PD
Emergency Contact Address	Data Controller – Employing and Placement NHS Scotland Boards	PD
Gender	Data Controller – Employing and Placement NHS Scotland Boards	PD
Ethnic Origin	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Sexual Orientation	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Religion	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Marital Status	Data Controller – Employing and Placement NHS Scotland Boards	PD
Transgender	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Disability	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Work Permit Expiry	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Residency Status Expiry	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Services Member	Data Controller – Employing and Placement NHS Scotland Boards	PD
Public Body Member	Data Controller – Employing and Placement NHS Scotland Boards	PD
Registration Body	Data Controller – Employing and Placement NHS Scotland Boards	PD

Registration Number	Data Controller – Employing and Placement NHS Scotland Boards	PD
Registration Type	Data Controller – Employing and Placement NHS Scotland Boards	PD
Registration Renewal Date	Data Controller – Employing and Placement NHS Scotland Boards	PD
Is UK EU EEA National	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Visa Entitlement	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Visa Expiry Date	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Requires Tier2 Visa	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Nationality	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Student Load Not Fully repaid	Data Controller – Employing and Placement NHS Scotland Boards	PD
Repaying Directly to SLC	Data Controller – Employing and Placement NHS Scotland Boards	PD
Student Load Type	Data Controller – Employing and Placement NHS Scotland Boards	PD
Finished Studies Before Last April	Data Controller – Employing and Placement NHS Scotland Boards	PD
Starter Checklist Employee Statement	Data Controller – Employing and Placement NHS Scotland Boards	PD
Drivers Licence Declaration	Data Controller – Employing and Placement NHS Scotland Boards	PD
Maintain Medical Defence Organisation Declaration	Data Controller – Employing and Placement NHS Scotland Boards	PD
Convicted of Criminal Offence	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Criminal Offence Details	Data Controller – Employing and Placement NHS Scotland Boards	SCD
Subject of Fitness to Practice Proceedings	Data Controller – Employing and Placement NHS Scotland Boards	PD
Fitness to Practice Proceedings Details	Data Controller – Employing and Placement NHS Scotland Boards	PD
Data Consent Declaration	Data Controller – Employing and Placement NHS Scotland Boards	PD
Qualifications	Data Controller – Employing and Placement NHS Scotland Boards	PD
Previous NHS Service	Data Controller – Employing and Placement NHS Scotland Boards	PD
Copy of Passport	Data Controller – Employing and Placement NHS Scotland Boards	PD
Payslip Upload	Data Controller – Employing and Placement NHS Scotland Boards	PD
P45 Upload	Data Controller – Employing and Placement NHS Scotland Boards	PD
<b>OCCUPATIONAL HEALTH DATA:</b>		
For each of the Disease Immunisations – Response – True/False and Dates	Data Controller – Employing and Boards Occupational Health Teams	SCD
For each of Health History questions – Response – True/False and Notes	Data Controller – Employing and Boards Occupational Health Teams	SCD
Family Doctor Name	Data Controller – Employing and Boards Occupational Health Teams	PD

Family Doctor Address	Data Controller – Employing and Boards Occupational Health Teams	PD
Family Doctor Telephone Number	Data Controller – Employing and Boards Occupational Health Teams	PD
Recent Sickness Periods	Data Controller – Employing and Boards Occupational Health Teams	SCD
Work Affecting Illness	Data Controller – Employing and Boards Occupational Health Teams	SCD
Work Affecting Illness Notes	Data Controller – Employing and Boards Occupational Health Teams	SCD
Work Adjustments Required	Data Controller – Employing and Boards Occupational Health Teams	SCD
Work Adjustments Required Notes	Data Controller – Employing and Boards Occupational Health Teams	SCD
Ongoing Treatments	Data Controller – Employing and Boards Occupational Health Teams	SCD
Ongoing Treatments Notes	Data Controller – Employing and Boards Occupational Health Teams	SCD
Alcohol Dependency	Data Controller – Employing and Boards Occupational Health Teams	SCD
Drug Dependency	Data Controller – Employing and Boards Occupational Health Teams	SCD
Skin Problems	Data Controller – Employing and Boards Occupational Health Teams	SCD
Alcohol Drug Skin Notes	Data Controller – Employing and Boards Occupational Health Teams	SCD
Health Issues for Discussion	Data Controller – Employing and Boards Occupational Health Teams	SCD
Performing EPP	Data Controller – Employing and Boards Occupational Health Teams	SCD
Working in Tissue Retrieval	Data Controller – Employing and Boards Occupational Health Teams	SCD
Requested Blood Borne Virus Testing	Data Controller – Employing and Boards Occupational Health Teams	SCD
Abnormal Chest X-ray	Data Controller – Employing and Boards Occupational Health Teams	SCD
BCG Vaccination	Data Controller – Employing and Boards Occupational Health Teams	SCD
BCG Vaccine	Data Controller – Employing and Boards Occupational Health Teams	SCD
Chest X-ray	Data Controller – Employing and Boards Occupational Health Teams	SCD
Chicken Pox Antibodies	Data Controller – Employing and Boards Occupational Health Teams	SCD
Diphtheria Whooping Cough	Data Controller – Employing and Boards Occupational Health Teams	SCD
Fever	Data Controller – Employing and Boards Occupational Health Teams	SCD
Had Chickenpox	Data Controller – Employing and Boards Occupational Health Teams	SCD
Hepatitis B Antibody	Data Controller – Employing and Boards Occupational Health Teams	SCD
Hepatitis B Surface Antigen	Data Controller – Employing and Boards Occupational Health Teams	SCD
Hepatitis B Vaccination	Data Controller – Employing and Boards Occupational Health Teams	SCD
Hepatitis C Antibody	Data Controller – Employing and Boards Occupational Health Teams	SCD



HIV Antibody	Data Controller – Employing and Boards Occupational Health Teams	SCD
Interferon Gamma	Data Controller – Employing and Boards Occupational Health Teams	SCD
Mantoux	Data Controller – Employing and Boards Occupational Health Teams	SCD
Mumps	Data Controller – Employing and Boards Occupational Health Teams	SCD
Night Sweats	Data Controller – Employing and Boards Occupational Health Teams	SCD
Persistent Productive Cough	Data Controller – Employing and Boards Occupational Health Teams	SCD
Recently Outside UK	Data Controller – Employing and Boards Occupational Health Teams	PD
TB Contact	Data Controller – Employing and Boards Occupational Health Teams	SCD
TB Diagnosis	Data Controller – Employing and Boards Occupational Health Teams	SCD
TB Skin Test	Data Controller – Employing and Boards Occupational Health Teams	SCD
T Spot Test	Data Controller – Employing and Boards Occupational Health Teams	SCD
Unexplained Weight Loss	Data Controller – Employing and Boards Occupational Health Teams	SCD
Consent Given	Data Controller – Employing and Boards Occupational Health Teams	PD
Employment History	Data Controller – Employing and Boards Occupational Health Teams	
Job Title	Data Controller – Employing and Boards Occupational Health Teams	PD
Employer Name	Data Controller – Employing and Boards Occupational Health Teams	PD
From - To	Data Controller – Employing and Boards Occupational Health Teams	PD
Notes	Data Controller – Employing and Boards Occupational Health Teams	PD
Upload of multiple files with proof of immunisation	Data Controller – Employing and Boards Occupational Health Teams	SCD
<b>OUTCOME OF OH REVIEW:</b>		
Cleared / not cleared for work	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	PD
Adjustments detail	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	SCD
Training Programme Information	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	
Programme (whole programme)	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	PD
Parent Education Provider (current and next)	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	PD
Programme Duration	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	PD

Grade	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	PD
Specialty (current and next)	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	PD
Reported sickness absence from SSTS (days/hours lost)	Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access	SCD
<b>PAYROLL DATA:</b>		
Title	Data Controller – Employing and Placement NHS Scotland Boards	PD
Name	Data Controller – Employing and Placement NHS Scotland Boards	PD
Surname	Data Controller – Employing and Placement NHS Scotland Boards	PD
Date of Birth	Data Controller – Employing and Placement NHS Scotland Boards	PD
Unique ID	Data Controller – Employing and Placement NHS Scotland Boards	PD
GMC Number	Data Controller – Employing and Placement NHS Scotland Boards	PD
Tax Code	Data Controller – Employing and Placement NHS Scotland Boards	PD
Pay Number	Data Controller – Employing and Placement NHS Scotland Boards	PD
Pay Band	Data Controller – Employing and Placement NHS Scotland Boards	PD
Pay Point	Data Controller – Employing and Placement NHS Scotland Boards	PD
Incremental Date	Data Controller – Employing and Placement NHS Scotland Boards	PD
Employer Code	Data Controller – Employing and Placement NHS Scotland Boards	PD

(\*) PD – Personal Data

(\*) SCD – Special Category Data

The parties agree this is the minimum amount of data needed to properly fulfil the purposes of this agreement.

### 3 Description and manner of information sharing

#### 3.1 Data flows

The Turas platform consists of a set of databases and web applications hosted in Azure that communicate and share data via web apis.

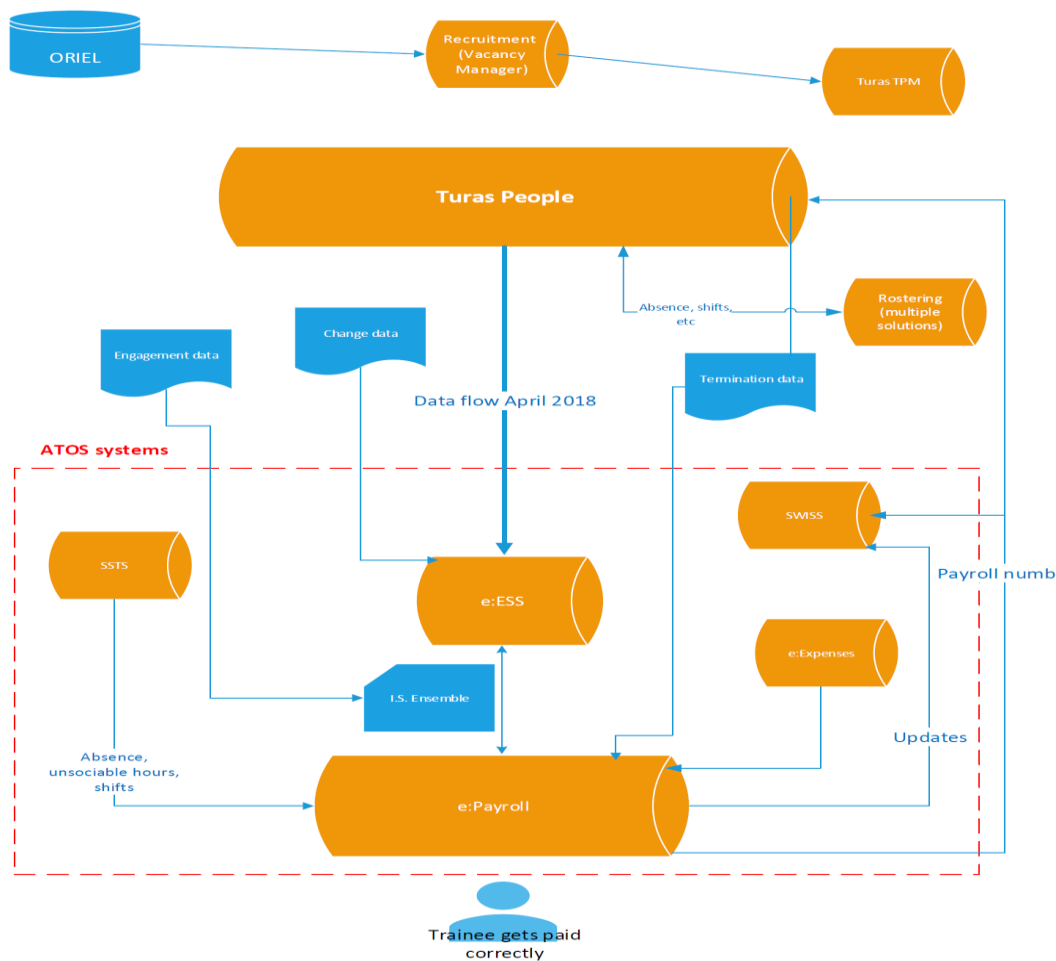
The 3 databases used by Turas People are:

- Turas TPM
- Oriel
- SWISS

The Turas People system will also receive data from three sources

- Turas TPM– receives employee and employment information
- Oriel – on boarding and recruitment information
- SWISS – receives employee and employment information

The links between these data stores are shown below:



## 3.2 Data sources

### 3.2.1 SWISS

A weekly delta of changes to employee records will be sent to the Turas platform and will update the workforce database. There will be no flow in the other direction, so the Turas platform will simply maintain its data depending on changes in SWISS.

These records will not be editable by any user, so will rely on updates to come from SWISS. Any employees not imported from SWISS will be added manually by the health board admins and will be editable.

To allow placement boards to identify those training who should be terminated from placement boards payroll systems in July 2018, a report of trainee payroll numbers and NI numbers will be extracted from SWISS. The trainee payroll numbers data will be shared and combined with Turas People data to advise placement boards payroll teams of who should be terminated as of July 2018.

### 3.2.2 Turas TPM and Oriel

Active trainees and their pre-employment training records will be populated by Turas TPM and Oriel.

A daily download of changes to trainee records will be sent to the Turas TPM platform and will update Turas People. There will be no flow in the other direction, so the Turas People platform will simply maintain the data depending on changes in Turas TPM.

### 3.2.3 GMC

Active trainees and details of GMC number or GMC information that relates to an individual will be flagged for the use of pre-employment or in employment purposes. This upload will be undertaken every 24 hours.

### 3.2.4 Core

The core database holds information about the users Azure account – basically the users credentials used to log in to the platform. It also allows a user to update their personal details, some of which will not be relevant to Turas People users. The details held in Core includes:

#### User

- Title
- Given Name
- Surname
- Middle Name
- Primary Email Address
- Secondary Email Address
- Address details
- Main health board
- Security information controlling what they have access to on the Turas platform

## 3.3 How data/information is to be accessed, processed and used

Data use description	Associated work instructions, policy or procedure (if applicable)
Staff Engagement Data	<p>All data on Turas People is only accessed and shared within the system. Access to the system is based on individual roles.</p> <p>Policies/Procedures/Guidelines for Employment and Placement Boards:</p> <ul style="list-style-type: none"> <li>• Staff Governance Standard</li> <li>• Board local policies on Information Governance and Security</li> <li>• Employment Responsibilities Agreement</li> <li>• Management of Attendance</li> <li>• Grievances and Disputes</li> <li>• Removals/Excess Travel Expenses</li> <li>• Management of Doctors in Difficulty</li> <li>• Recruitment and Selection</li> <li>• Bullying and Harassment</li> <li>• Disciplinary</li> <li>• Substance Misuse</li> <li>• New starter information for doctor in training</li> <li>• Interview Expenses</li> <li>• Banding Appeals Procedure</li> <li>• Family Friendly Policies</li> <li>• Maternity and Paternity Leave Policy</li> <li>• Parental Leave Policy</li> <li>• Whistleblowing</li> <li>• Serious Untoward Incidents</li> <li>• Equal Opportunities</li> <li>• Annual Leave Guidelines</li> </ul>
Occupational Health Data	
Occupational Health Outcome Data	

	<ul style="list-style-type: none"> <li>• Ad Hoc Requests from Doctor in training for Specialised Equipment</li> <li>• Appointing Locum Appointments for Training (LAT) Policy</li> </ul>
Payroll Data	Payroll data will be shared via encrypted email transmission. Employing boards will have specific agreements in place with placement boards detailing local conditions and obligations.

#### 4 Impact assessments and preparatory work

Data Protection Impact Assessment has been prepared by NHS Education for Turas People. This is available on request.

##### 4.1 Actions and countermeasures agreed from the impact assessment and preparatory work.

All NES staff trained in mandatory Information Governance training, Safe Information Handling.

The appropriate actions and countermeasures will be put in place, as identified by Data Protection Impact Assessment and the Information Risk Assessment.

#### 5 Fair processing

##### 5.1 List of relevant Fair Processing Notice(s)

- A Turas People Privacy Notice is available for all trainees.
- All staff have been aware of the sharing of data as part of the trainees employment contract.

##### 5.2 Impact on people interests

Impact description	Control measure
Information will only be shared for the purposes of staff engagement and the completion of pre-employment occupational health forms.	<ul style="list-style-type: none"> <li>• Changes in processing will be negotiated and agreed by both the health board data controller and the data processor and reflected in the DSA and communicated to data subjects.</li> </ul>
Information will only be shared for the purposes of administering appropriate and necessary employment activities throughout the trainee's employment contract	
Information will only be shared for the purposes of providing the necessary data to allow the administration of the employing boards payroll function	

## 5.3 Consent decisions

Consent will not be obtained by NES as the collection of data constitutes career, personal and professional development under existing employment contracts.

- For the purposes of this data sharing agreement consent will only be required from data subjects in regard to the sharing of occupational health data undertaken by employment boards occupational health teams.
- Section 1.2.2 of the DSA details the legal basis for the Boards to share employee's personal information without obtaining their consent.
- If there is a significant change in the use of information compared to that which had previously been agreed/explained, or a change in the relationship between Health Boards, then consent will be sought through the appropriate governance committee.

## 6 Accuracy of the information

### 6.1 Agreed steps to ensure the accuracy of any data shared.

- Everyone sharing data under this agreement is responsible for the quality of the data they are sharing.
- Before sharing data, offices will check that the information being shared is accurate and up to date to the best of their knowledge. If special category data is being shared which could harm the data subject if it was inaccurate, then particular care must be taken.
- Where a 'dataset' is being shared (i.e. structured data), it will be accompanied by a table providing definitions of the data fields.

### 6.2 Agreed arrangements for any challenges to the accuracy of information

- If a complaint is received about the accuracy of personal data which affects datasets shared with partners in this agreement, an updated replacement dataset will be communicated to the partners. The partners will replace the out of date data with the revised data.
- Partners are independently responsible for ensuring processes are in place to allow individuals to challenge the accuracy of information.

## 7 Data retention

### 7.1 Retention periods and purpose.

- Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.
- In each case, the originating organisation remains the primary information owner and record keeper for the information that is shared.
- The retention period for the information shared will be in line with local Board policies and procedures and the NHS Scotland Code of Practice for Records Management.
- The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.

### 7.2 Secure disposal of information

- The following destruction processes will be used when the information is no longer required:

- Confidentially and securely destroyed in line with local Board's policies and procedures.
- Electronic files will be data cleansed on an annual basis in line with local Board's policies and procedures; During the annual data cleansing process information held will be audited and deleted if no longer required to maintain EUGDPR compliance.
- Microsoft uses best practice procedures and a wiping solution that is NIST 800-88 (National Institute of Standards & Technology Special Publication 800-88, Guidelines for Media Sanitization) compliant. The appropriate means of disposal is determined by the asset type. Records of the destruction are retained and audited through the ISO process. All Windows Azure services utilize approved media storage and disposal management services.

## 8 The rights of individuals

### 8.1 Subject access request, FOIs and Objection to processing

Under the Data Protection Act 2018 a data subject (or authorised individuals acting on their behalf) has the right to make a Subject Access Request and to receive a copy of the personal data relating to them which is processed by an organisation. Dealing with such requests is the responsibility of each individual data controller. Communication must take place speedily to ensure the request is processed within the statutory 40 calendar day time period (under GDPR this is reduced to one calendar month).

#### Freedom of Information (Scotland) Act – Information Requests

All the Parties are Scottish public authorities for purposes of the Freedom of Information (Scotland) Act 2002 and must respond to any request for recorded information made to them in a permanent form (such as letter or email). This would include an obligation to respond to requests about information sharing practices and procedures such as the arrangements under this Protocol. It should be noted that the actual personal information exchanged between the Parties will, in almost every case, itself be exempt from disclosure under the freedom of information legislation. Any request for information submitted to either organisation will be processed under the organisations existing FOISA handling procedures, passing up through the organisations internal review process where appropriate.

#### Art. 15 GDPR Right of access by the data subject

1. The data subject shall have the right to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:
  1. the purposes of the processing;
  2. the categories of personal data concerned;
  3. the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
  4. where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
  5. the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
  6. the right to lodge a complaint with a supervisory authority;
  7. where the personal data are not collected from the data subject, any available information as to their source;
  8. the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

2. Where personal data are transferred to a third country or to an international organisation, the data subject shall have the right to be informed of the appropriate safeguards pursuant to Article 46 relating to the transfer.
3. The controller shall provide a copy of the personal data undergoing processing. For any further copies requested by the data subject, the controller may charge a reasonable fee based on administrative costs. Where the data subject makes the request by electronic means, and unless otherwise requested by the data subject, the information shall be provided in a commonly used electronic form.
4. The right to obtain a copy referred to in paragraph 3 shall not adversely affect the rights and freedoms of others.

#### **Art. 16 GDPR Right to rectification**

The data subject shall have the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

#### **Art. 18 GDPR – Right to restrict processing**

1. The data subject shall have the right **to obtain from the controller restriction of processing** where one of the following applies:
  - a. the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;
  - b. the processing is unlawful, and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
  - c. the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
  - d. the data subject has objected to processing pursuant to [Article 21\(1\)](#) pending the verification whether the legitimate grounds of the controller override those of the data subject.
2. Where processing has been restricted under paragraph 1, such personal data shall, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State.
3. A data subject who has obtained restriction of processing pursuant to paragraph 1 shall be **informed** by the controller **before** the restriction of processing is lifted.

#### **Art. 21 GDPR Right to object**

1. The data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on point (e) or (f) of Article 6(1), including profiling based on those provisions. The controller shall no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defense of legal claims.
2. Where personal data are processed for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing.
3. Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.
4. At the latest at the time of the first communication with the data subject, the right referred to in paragraphs 1 and 2 shall be explicitly brought to the attention of the data subject and shall be presented clearly and separately from any other information.
5. In the context of the use of information society services, and notwithstanding Directive 2002/58/EC, the data subject may exercise his or her right to object by automated means using technical specifications.
6. Where personal data are processed for scientific or historical research purposes or statistical purposes pursuant to Article 89(1), the data subject, on grounds relating to his or her particular situation, shall have the right to object to processing of personal data concerning him or her,



unless the processing is necessary for the performance of a task carried out for reasons of public interest.

## 8.2 Direct Marketing

Direct marketing is not involved in this agreement.

## 8.3 Automated decisions

No automated decisions are involved in this agreement – in the context of this agreement, “Automated decisions” refer to decisions made using shared information with no human intervention.

## 9 Security

- Only authorised individuals can access, alter, disclose or destroy data. This is achieved through the following work instructions, policies and procedures : NES Information Security Policy, NES Information Governance Policy - both policies available on request.
- Authorised individuals act only within the scope of their authority. This is achieved through the following work instructions, policies and procedures : NES Information Security Policy, NES Information Governance Policy – both policies available on request.
- If personal data is accidentally lost, altered or destroyed, it can be recovered to prevent any damage or distress to the individuals concerned. This is achieved through the following work instructions, policies and procedures: NES Information Security Policy, NES Information Governance Policy – both policies available on request.
- Breaches of security leading to Accidental, Unlawful destruction, Loss, Alteration, Unauthorised disclosure of Or access to ...personal data transmitted, stored, or otherwise processed must be reported within 72 hours of the breach being identified in line with each partner organisations’ incident reporting procedures and EU GDPR regulations
- Significant data breaches involving personal information provided by partners under this DSA should be notified to the partner that originally provided the information.
- All signatories must have appropriate technical and organisational measures in place to ensure that any personal data shared between partners is handled and processed in accordance with the requirements of the Data Protection Act 2018, EU GDPR, and Privacy and Electronic Communication Regulations (PECR).

The security controls applicable by each organisation will be:		Jointly agreed between the parties
	x	Independently decided by each party

## 10 International transfers of personal data

Personal data shared in line with this agreement will be transferred to		EEA countries only
		Out with EEA
	x	Will not be transferred outside the UK

### 10.1 List of countries where the data will be transferred to (if applicable).

N/A

### 10.2 Reasons for transferring personal data outside the UK.

N/A

### 10.3 Exceptions

<input checked="" type="checkbox"/>	Consent
<input type="checkbox"/>	Contract performance or it is in the interest of the individual
<input checked="" type="checkbox"/>	Substantial public interest
<input type="checkbox"/>	Vital interests
<input checked="" type="checkbox"/>	Public registers
<input checked="" type="checkbox"/>	Legal proceedings or advice

## 11 Implementation of the data sharing agreement

### 11.1 Dates when information sharing commences/ends

- Will effect from April 2018.

### 11.2 Training and communications

- All NHSS staff must complete mandatory safe information handling training via Learnpro or equivalent via local Health Board training packages.
- NES staff adhere to NHS Education for Scotland Confidentially and Information Governance policies and procedures.

### 11.3 Information sharing instructions and security controls

All signatories must have appropriate technical and organisational measures in place to ensure that any personal data shared between partners is handled and processed in accordance with the requirements of the Data Protection Act 2018, EU GDPR, and Privacy and Electronic Communication Regulations (PECR).

The information sharing and security controls applicable by each organisation will be:		Jointly agreed between the parties
	x	Independently decided by each party

NES Information Governance policy is available on request.

#### 11.4 Publication and transparency

- The data collected will not be published other than anonymised compliance reports.
- This agreement is available on request
- NHS Education for Scotland Privacy statement can be found on the NES website

#### 11.5 Non-routine information sharing and exceptional circumstances

- Consent from the data subject or from the relevant Health Board will be obtained in advance.

#### 11.6 Monitoring, review and continuous improvement

- Annual data cleansing according to each Board's local policies and procedures.
- DSA will be audited annually or when changes are made to the way data is being processed.

#### 11.7 Sharing experience and continuous improvement

- This will be reviewed by the NHS Education for Scotland.

### 12 Sign-off and responsibilities

#### 12.1 Name of accountable officer(s)

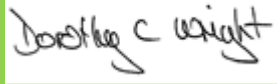
Accountable Officer Name	Post title	Organisation
Dorothy Wright	Director of Workforce	NHS NES


Senior Information Risk Owner Name	Post title	Organisation
Christopher Wroath	Director of Digital	NHS NES

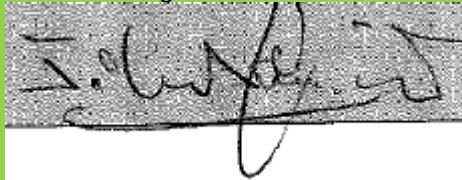
#### 12.2 Lead practitioner

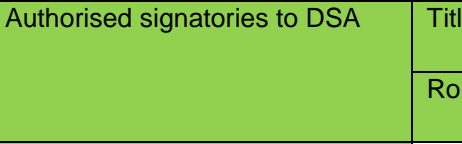
Lead IG Practitioner Name	Post title	Organisation
Tracey Gill	Senior Specialist Information Analyst – Information Governance & Security	NHS Education for Scotland

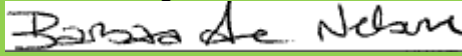
## 12.3 Signatories

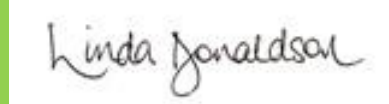
Name of Parties to DSA	NHS Education for Scotland	
Authorised signatories to DSA 	Title /Name	Dorothy Wright
	Role	Director of Workforce
Head Office address	Westport 102, West Port, Edinburgh EH3 9DN	

Name of Parties to DSA	NHS Ayrshire and Arran	
Authorised signatories to DSA Patricia Leiser 	Title /Name	Patricia Leiser
	Role	HR Director
Board HQ Address	Eglington House, Ailsa Hospital, Ayr	

Name of Parties to DSA	NHS Borders	
Authorised signatories to DSA 	Title /Name	John Cowie
	Role	Director of Workforce

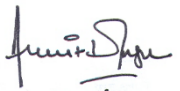
Name of Parties to DSA	NHS Dumfries and Galloway	
Authorised signatories to DSA 	Title /Name	Caroline Sharp
	Role	
Head Office address		


Name of Parties to DSA	NHS Fife	
Authorised signatories to DSA 	Title /Name	Barbara Anne Nelson
	Role	Director of Workforce


Name of Parties to DSA	NHS Forth Valley	
Authorised signatories to DSA 	Title /Name	Linda Donaldson
	Role	Acting Director of HR
Head Office address		


Name of Parties to DSA	Golden Jubilee Foundation	
Authorised signatories to DSA	Title /Name	David Miller


	Role	Associate Director of HR
Head Office address	Golden Jubilee Hospital, Agamemnon St, Clydebank, G81 4DY	

	NHS Grampian	
Authorised signatories to DSA	Title /Name	Annie Ingram
	Role	Director of Workforce
Head Office address	Summerfield House, 2 Eday Road, Aberdeen, AB15 6RE	

Name of Parties to DSA	NHS Greater Glasgow and Clyde	
Authorised signatories to DSA	Title /Name	Anne MacPherson
	Role	Director of Human Resources and Organisational Development
Head Office address	JB Russell House, Gartnavel Royal Hospital, 1055 Great Western Road, Glasgow, G12 0XH	

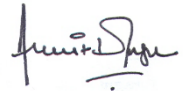
Name of Parties to DSA	NHS Highland	
Authorised signatories to DSA	Title /Name	Dawne Bloodworth/Gaye Boyd
	Role	Director of Human Resources (Interim)
Head Office address	Assynt House, Beechwood Park, Inverness IV2 3BW	


Name of Parties to DSA	NHS Lanarkshire	
Authorised signatories to DSA	Title /Name	John White
 John White	Role	HR Director
Head Office address	Kirklands Hospital, Bothwell	


Name of Parties to DSA	NHS Lothian	
Authorised signatories to DSA	Title /Name	Janis Butler
	Role	Director of HR&OD
Head Office address		


Name of Parties to DSA	Common Services Agency commonly known as National Services Scotland	
Authorised signatories to DSA	Title /Name	Jacqui Jones
	Role	

Head Office address	
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Name of Parties to DSA	NHS Orkney	
Authorised signatories to DSA 	Title /Name	Annie Ingram
	Role	Director of Workforce
Head Office address	Garden House, New Scapa Road, Kirkwall, Orkney, KW15 1BQ	

Name of Parties to DSA	NHS Shetland	
Authorised signatories to DSA 	Title /Name	Colin Marsland
	Role	Director of Finance
Head Office address	NHS Board Headquarters, Upper Floor – Montfield, Burgh Rd, Lerwick, Shetland, ZE1 OLA	

Name of Parties to DSA	NHS Tayside	
Authorised signatories to DSA 	Title /Name	George Doherty
	Role	Director of HR&OD
Head Office address	Level 10, Ninewells Hospital, Dundee, DD1 9SY	

Name of Parties to DSA	NHS Western Isles	
Authorised signatories to DSA 	Title /Name	Gordon Jamieson
	Role	Chief Executive
Head Office address		