 **DATA SHARING AGREEMENT**

****

 **Turas People**

Version 0.3

Date: June 2018

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# 1 Parties, Scope and Purpose

## 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 |

## Business and legislative drivers.

### Purpose of the information sharing

|  |  |
| --- | --- |
| **Purpose description** | **Primary or secondary purpose** |
| 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.Part of this work it is to take forward the actions of the shared services agenda which are to:* Transform the way support services are delivered by integrating services across Boundaries;
* To support a programme to enhance the employment and training experiences for Doctors and Dentists in training (DDiT).

Turas People will process data in order to support the above strategy and will use it to:* Provide DDiTs with the optimum continuity of employment;
* Ensure consistent application of processes across NHS Scotland;
* To minimise duplication of processing (particularly on boarding) throughout rotations for clinical placements;
* Promote continuity and consistency in payroll arrangements;
* Ensure access to appropriate high-quality training experiences;

Effective information sharing between Boards and the management and performance of trainees DDiT. | Primary |

|  |  |
| --- | --- |
| **Indicate how the data controllers will decide upon changes in the purposes of the sharing** | **Jointly or independently** |
| Jointly |

### 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; or6(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)(a) – Explicit consent of the data subject, unless reliance on consent is prohibited by EU or Member State law; or9(2)(b) – processing is necessary for carrying out obligations under employment, social security or social protection law, or a collective agreement. |

# Description of the information to be shared

|  |  |  |
| --- | --- | --- |
| Data category  | Data Controller status | PD\* / SPD\* |
| **STAFF ENGAGEMENT DATA:** |  |  |
| 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 |
| **OCCUPATIONAL HEALTH DATA:** |  |  |
| 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 |
| **OUTCOME OF OH REVIEW:** |  |  |
| 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 |
| **PAYROLL DATA:** |  |  |
| 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.

# Description and manner of information sharing

## 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:



## Data sources

### 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.

### 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.

### 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.

### 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

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

|  |  |
| --- | --- |
| **Data use description** | **Associated work instructions, policy or procedure (if applicable)** |
| Staff Engagement Data | All data on Turas People is only accessed and shared within the system. Access to the system is based on individual roles.Policies/Procedures/Guidelines for Employment and Placement Boards:* Staff Governance Standard
* Board local policies on Information Governance and Security
* Employment Responsibilities Agreement
* Management of Attendance
* Grievances and Disputes
* Removals/Excess Travel Expenses
* Management of Doctors in Difficulty
* Recruitment and Selection
* Bullying and Harassment
* Disciplinary
* Substance Misuse
* New starter information for doctor in training
* Interview Expenses
* Banding Appeals Procedure
* Family Friendly Policies
* Maternity and Paternity Leave Policy
* Parental Leave Policy
* Whistleblowing
* Serious Untoward Incidents
* Equal Opportunities
* Annual Leave Guidelines
* Ad Hoc Requests from Doctor in training for Specialised Equipment
* Appointing Locum Appointments for Training (LAT) Policy
 |
| Occupational Health Data |
| Occupational Health Outcome Data |
| 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. |

# Impact assessments and preparatory work

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

## 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.

# Fair processing

## ****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.

## ****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.** | * **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.**
 |
| **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** |

##

## ****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.

# Accuracy of the information

## 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.

## 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.

# Data retention

## 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.

## 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.

# The rights of individuals

## 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](https://gdpr-info.eu/art-22-gdpr/)(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](https://gdpr-info.eu/art-46-gdpr/) 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:
	1. 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;
	2. the processing is unlawful, and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
	3. 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;
	4. the data subject has objected to processing pursuant to [Article 21](http://www.privacy-regulation.eu/en/article-21-right-to-object-GDPR.htm)(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(](https://gdpr-info.eu/art-6-gdpr/)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](http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32002L0058), 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(](https://gdpr-info.eu/art-89-gdpr/)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.

## Direct Marketing

 Direct marketing is not involved in this agreement.

## 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.

# 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 |

# 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 |

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

N/A

## Reasons for transferring personal data outside the UK.

N/A

## Exceptions

|  |  |
| --- | --- |
| x | Consent |
|  | Contract performance or it is in the interest of the individual |
| x | Substantial public interest |
|  | Vital interests |
| x | Public registers |
| x | Legal proceedings or advice |

# Implementation of the data sharing agreement

## Dates when information sharing commences/ends

* Will effect from April 2018.

## 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.

## 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).

|  |  |  |
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| 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.

## 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

## Non-routine information sharing and exceptional circumstances

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

## 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.

## Sharing experience and continuous improvement

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

# Sign-off and responsibilities

## Name of accountable officer(s)

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

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

## Lead practitioner

|  |  |  |
| --- | --- | --- |
| **Lead IG Practitioner Name** | **Post title** | **Organisation** |
| Tracey Gill | Senior Specialist Information Analyst – Information Governance & Security | NHS Education for Scotland |
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## 12.3 Signatories

|  |  |
| --- | --- |
| Name of Parties to DSA | NHS Education for Scotland  |
| Authorised signatories to DSA cid:image001.png@01D404AF.964725A0 | Title /Name  | Dorothy Wright |
| Role | Director of Workforce |
| Head Office address | Westport 102, West Port, Edinburgh EH3 9DN |

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| --- | --- |
| Name of Parties to DSA | NHS Ayrshire and Arran |
| Authorised signatories to DSA  | 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 | Director of Workforce |
| 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 linda signature | 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 |

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| --- | --- |
|  | 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 |

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| --- | --- |
| Name of Parties to DSA | NHS Highland |
| Authorised signatories to DSA C:\Users\nfras03\Desktop\Capture.PNG | 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 |
| 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 |  |

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| --- | --- |
| 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 |

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| --- | --- |
| 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 |

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