

SCHEDULE FIVE –DATA SHARING AGREEMENT

Data Sharing Agreement

AGREEMENT FOR THE SHARING OF DATA
between
NHS England
and
THE PROVIDER AS PER THE NHS EDUCATION FUNDING
AGREEMENT

	<p>DATA SHARING AGREEMENT (where data is being processed)</p>
<p>1.</p>	<p>Between:</p> <p>NHS England and THE PROVIDER</p>
<p>2.</p>	<p>Definitions</p> <p>The definitions set out in the main body of the NHS Education Funding Agreement shall apply to this Data Sharing Agreement.</p>
<p>3.</p>	<p>Purpose and objectives of the information sharing:</p> <p>NHS England is responsible for supporting the delivery of excellent healthcare and health improvement to the patients and public of England by ensuring that the workforce of today and tomorrow is available in the right numbers with the right skills, values and behaviours, at the right time and in the right place.</p> <p>In consideration of the mutual promises set out in this Agreement, the following Agreement between NHS England and Education and Placement Providers providing data reflects the arrangement in place to facilitate the sharing of data relating to:</p> <ul style="list-style-type: none"> • Education Provider and programme details • Employer details (if learner is employed during programme of study) • Learner activity on all healthcare-related programmes • Placement Provider and placement activity • Salary support or other payments directly related to education provision • Placement tariff payments • Learner contact details • Personal data, when concerning a student or employee linked to salary support, training grants or apprenticeship payments, will be passed to the placement provider or employer for the purposes of managing payments • Personal data (name and email address only) will be passed to SmartSurvey for use only in sending out the National Education and Training Survey on NHS England's behalf • Personal data for medical and dental Learners linked to their decile ranking for their final qualification • Personal data, when concerning a medical Learner in their F1 year, will be passed to the former education provider in the case of appeals against a non-progression decision by a trainee • In order to support effective workforce planning in ICBs, NHS England are to create aggregated student activity datasets for sharing with nominated users in partner organisations: ICBs and DHSC. The aggregated data will enable the development of ICB-level workforce supply models and projections to assess likely future supply issues. This information is critical to ICBs' ability to: <ul style="list-style-type: none"> - support local HEI/s with expansion of training pipelines as required by the Long Term Workforce Plan, - development of new training pathways and roles, - improving clinical learning environment and reducing attrition during and after training.

	<p>To be effective and useful tools for ICBs, these aggregated datasets are to include the fields shown below. HEIs' data will be aggregated to the level of programme title and start and end date and is to be available at HEI-level and placement provider level to allow clarity of local training supply.</p> <ul style="list-style-type: none"> - No data (including personal / person-identifiable), other than that which is aggregated to the level specified here is to be shared with partner organisations • Learner activity on all healthcare-related programmes 											
4.	<p>Data Protection Impact Assessment (DPIA)</p> <p>The appropriate DPIAs are available on request, please contact dataservice@hee.nhs.uk if you would like a copy.</p>											
5.	<p>Legal basis and powers for processing the data/information</p> <p><i>Specify the legal basis and powers that enable the information to be processed between the parties. (See the Information Commissioner's website for further information). This is to ensure compliance with 'lawful' processing as under the UK General Data Protection Regulation (UK GDPR) principle 5(a).</i></p> <table border="1" data-bbox="197 846 1536 2027"> <tr> <td data-bbox="197 846 1342 996"></td> <td data-bbox="1342 846 1536 996">Applicable to living individuals</td> </tr> <tr> <td data-bbox="197 996 1342 1402"> <p>Legal powers to share</p> <p>NHS England exercises functions in respect of the healthcare workforce on behalf of the Secretary of State pursuant to s.97 of the Care Act 2014. NHS England's mandate reflects the priority objectives of the Government in the areas of workforce planning, education and training and development for which NHS England and the Local Education and Training Boards have responsibility. It is consistent with the objectives in the refreshed Single Departmental Plan, and is aligned with work being taken forward through the Five-Year Forward View</p> </td> <td data-bbox="1342 996 1536 1402">Yes</td> </tr> <tr> <td data-bbox="197 1402 539 1626"> <p>Article 6 condition</p> </td> <td data-bbox="539 1402 1342 1626"> <p>When processing personal data please specify which Article 6 condition is met</p> <p>a) Public task – Article 6(1)(e) and section 8 of the Data Protection Act 2018</p> </td> <td data-bbox="1342 1402 1536 1626">Yes</td> </tr> <tr> <td data-bbox="197 1626 539 2027"> <p>Article 9 condition</p> </td> <td data-bbox="539 1626 1342 2027"> <p>When processing special category personal data please specify the Article 9 condition that will be met</p> <p>a) Provision of health or social care, and the processing is carried out under the oversight of a professional who is subject to a duty of confidentiality. This is permitted under Article 9(2)(h) and Schedule 1, Part 1, paragraph 2 of the Data Protection Act 2018.</p> </td> <td data-bbox="1342 1626 1536 2027">N/A</td> </tr> </table>			Applicable to living individuals	<p>Legal powers to share</p> <p>NHS England exercises functions in respect of the healthcare workforce on behalf of the Secretary of State pursuant to s.97 of the Care Act 2014. NHS England's mandate reflects the priority objectives of the Government in the areas of workforce planning, education and training and development for which NHS England and the Local Education and Training Boards have responsibility. It is consistent with the objectives in the refreshed Single Departmental Plan, and is aligned with work being taken forward through the Five-Year Forward View</p>	Yes	<p>Article 6 condition</p>	<p>When processing personal data please specify which Article 6 condition is met</p> <p>a) Public task – Article 6(1)(e) and section 8 of the Data Protection Act 2018</p>	Yes	<p>Article 9 condition</p>	<p>When processing special category personal data please specify the Article 9 condition that will be met</p> <p>a) Provision of health or social care, and the processing is carried out under the oversight of a professional who is subject to a duty of confidentiality. This is permitted under Article 9(2)(h) and Schedule 1, Part 1, paragraph 2 of the Data Protection Act 2018.</p>	N/A
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		<p>b) Substantial public interest – the delivery of NHS England and/ or other NHS functions. This is permitted under Article 9(2)(g) and the Data Protection Act 2018, Schedule 1, Part 2, paragraph 6 (an appropriate policy document is in place)</p>	
	<p>Common Law duty of confidentiality NB: If consent is relied on above as one of the conditions under either article 6 or 9 (or both) you must attach a copy of the consent form(s) template as an appendix and specify here, if applicable, any procedure for the public, trainees or staff who lack capacity.</p>		<p>N/A</p>
	<p>Human Rights Act 1998 - Article 8 - See Human Rights: Human Lives Equality and Human Rights Commission www.equalityhumanrights.com <i>A Guide to the Human Rights Act for Public Authorities</i></p> <p>Human rights are the basic rights and freedoms that belong to every person in the world, from birth until death. They apply regardless of where you are from, what you believe or how you choose to live your life.</p> <p>Is there any interference with Human Rights Article 8?</p>		<p>N/A</p>
<p>6.</p>	<p>Controller(s)</p> <p><i>Name the controller(s) and whether, if applicable they are 'joint' controllers – include any processors where applicable – this will assist with providing assurance that all parties have been included and will assist compliance with the principle 5(a) of the UK GDPR.</i></p> <p>The Education Provider and/or the Placement Provider and NHS England are each controllers of personal data. NHS England, the Education Provider and/or the Placement Provider process this data in order to comply with their obligations under the NHS Education Funding Agreement, which in turn enables NHS England to fulfil its statutory functions.</p> <p>Details of any data processing arrangements between NHS England, the Education Provider and/ or the Placement Provider are set out in the NHS Education Funding Agreement.</p> <p>A data collection platform – e-Collection – is used for clinical and non-clinical data collections initiated by NHS England. The e-Collection platform follows a task orientated collection process. It is configurable and supports custom, multi-contributor data collections, including the Student Data Collection and other education collections covering learner/staff activity for the purposes of healthcare education and workforce planning to which this Agreement applies. Collections will take place 3-4 times a year depending on the group covered by the collection. Frequency may be reviewed and revised as appropriate. Current collections managed by the e-collection tool and those under current development relate to:</p> <ul style="list-style-type: none"> • Mental Health Workforce Data Collection • Student Data Collection • Strategic Workforce Data Collection (eWorkforce) • Placement Gap Data Collection • Trainee Nursing Associates Data Collection • Adult Improving Access to Psychological Therapies Data Collection 		

- Apprenticeships Data Collection
- Return to Practice Data Collection
- Survey Data Collection
- Education Capacity Collection
- Multi-professional Educational and Training Investment Plan
- Undergraduate Medical & Dental Education
- Operational workforce multi year planning

Further collections may be covered in future iterations of this Agreement at review periods as and when they are added to the e-collection tool.

Access to personal data collected through the e-collection tool will be limited to nominated staff members responsible for:

- managing learner recruitment; and
- payment and Placement allocations in Education Provider, Placement Provider and employing organisations.

In NHS England, access will be limited to nominated members of the National Data Service, Workforce Planning, Commissioning teams and Finance teams.

- The Education Provider and the Placement Provider (“**Data Providers**”) shall provide NHS England with the agreed data identified in this Agreement.
- Any published analysis will be aggregated and pseudonymised ensuring that no individual can be identified.
- In accordance with its duties under the Data Protection Legislation, NHS England will minimise the use of identifiers in any outputs from this data unless. Use of outputs that can be linked back to individuals may be necessary in some circumstances, for example in order to enable NHS England to make a payment to Placement Providers or employers.

7. Data items to be processed

Data Item(s)	Justification
<p>Provider and programme details to include:</p> <ul style="list-style-type: none"> • Minimum viability numbers for all pre-registration training programmes • Maximum capacity numbers for all pre-registration training programmes • Planned recruitment numbers for all pre-registration training Programmes • Programme start and end dates • Programme academic qualifications <p>Learner activity, to include:</p> <ul style="list-style-type: none"> • Actual starter numbers for all relevant training Programmes for period covered by the collection 	<p>To support regional, ICS’s and local service level workforce planning and development through the provision of a range of data around learner activity and provider/programme details which will enable NHS England to understand:</p> <ul style="list-style-type: none"> • the numbers of Learners on pre-registration, post-registration, continuing professional development or apprenticeships Programmes, and the numbers expected to qualify and therefore contribute towards the future workforce • the challenges Education Providers may be facing in terms of recruitment, capacity and retention and to support partner organisations in addressing some of those challenges • salary support and other payment requirements, where access to named Learner data may be necessary in order to

	<ul style="list-style-type: none"> • Number of learners discontinued/withdrawn from Programme • Progression data and the cause of any interruption or withdrawal from training for all relevant training Programmes each academic year for duration of the Programme • Number successfully qualified since Programme start date • Placement activity, to include clinical Placement requirements and activity for all pre-registration training Programmes each academic year as defined by DHSC NMET Tariff guidance <p><u>Personal data</u> Data items that include personal data include information to enable NHS England to make salary support and other payments to employers, and information to enable NHS England to collect survey data on the quality of Placements, for example:</p> <ul style="list-style-type: none"> • Learners' names and student ID number where the Learner is enrolled on a programme eligible for salary support or other funding, • Name of employing organisation • Programme end date • First destination data or other programme-specific data required to support funding allocation and funding impact assessment • Learners' names and email addresses • For medical and dental Learners only: Learner's names and their decile ranking for their final qualification 	<p>triangulate and validate payments to the employing organisation</p> <ul style="list-style-type: none"> • Placement activity and to support validation of data by Placement Providers in collaboration with Education Providers and NHS England, in order to enable NHS England to make an appropriate tariff payment to the Placement Provider <p>Learners' names and email address to be collected for the purposes of disseminating the NHS England NETs survey. Education and Placement Providers/ employers to ensure Learners/employees are made aware of this requirement if not included in their learning/employment contract.</p> <p>Decile ranking data needed for medical and dental Learners as part of ranking process for recruitment.</p>
<p>This Data Sharing Agreement is specific to the data items listed. Other data flows between organisations will fall outside this Agreement.</p>		
<p>8.</p>	<p>How will the processing be facilitated?</p> <p><i>Document the arrangements for processing the information i.e. who – Job title and organisation, how, including:</i></p>	

- A. How any data will be kept accurate and up to date – this is to ensure compliance with the UK GDPR principle 5(d);
- B. Explain how the processing will ensure compliance with principle 5(f)
- C. Whether any information is being transferred outside the UK– this is to ensure compliance with Article 30 of the UK GDPR.

The e-Collection platform will collect data on education provision and Learner activity, including Placement activity. This data collection process is consistent across NHS England and enables payments for training, placement provision, salary and other financial support in a timely fashion using robust data.

The e-Collection platform will permit Education and Placement Providers to submit data to NHS England, which will be collated and stored in the secure National NHS England data warehouse. Parties to this agreement will add data via secure upload of the data collection template once completed in line with the guidance provided.

- No information will be transferred out of the UK.
- Data Providers will be notified in advance of collection requirements and of any change in frequency or dates of collection.
- All code is tracked and managed through source control.
- All code changes are subject to automated unit testing.
- All major changes are verified and quality checked by NHS England users prior to release.
- The applications used utilise role-based features to determine the areas of the application a user can see. NHS England system administrators allocate access via the application based on the role of the end user.
- An organisation (non-NHS England) user can only see features and data to which they have been explicitly assigned. For instance, a user from Organisation A cannot view, edit, report or navigate to Organisation B, unless they are required to validate data provided by that other organisation.
- Administrative and back-office staff can only view the organisations (or groups of organisations) to which they have been assigned. For instance, users within regional offices can only view and report on the organisations within or managed by their assigned region(s).
- The functionality of data collection platforms has been appropriately piloted and tested with a range of Education and Placement Providers/ employers.
- The applications include configurable and separate data stores for uploaded/staged data in Azure Cloud Storage (NHS England managed). This data is only accessible via shared keys, which can be changed and revoked at any time by the NHS England Azure administrator only.

9. Specify the procedures for dealing with information rights requests (including FOIs or SARs), or complaints or queries, from members of the public

This is to ensure compliance with the UK GDPR article 15.

In respect of NHS England, information rights requests relating to datasets should be directed to dpa@hee.nhs.uk. Freedom Of Information (FOI) requests should be directed to foia@hee.nhs.uk.

Other data subject rights referenced in the UK GDPR articles 12 through to 23 should be sent via email request to dataservice@hee.nhs.uk

	<p>In respect of the parties to this agreement, those organisations receiving such requests will process them in accordance with their own procedures and in line with the UK GDPR article 15.</p>
<p>10.</p>	<p>Specify the retention period for the information to be shared</p> <p><i>This is to ensure compliance with the UK GDPR principle 5(e). Insert the specific retention period. Include the rationale/business need – specify any arrangements to be invoked if the receiving party perceives a need to retain the information for longer:</i></p> <ul style="list-style-type: none"> ➤ Personal data relating to clinical and non-clinical Learners will be retained for a maximum of 6 years from receipt of data in line with finance retention periods and to enable Learner data to be processed for the duration of their training.
<p>11.</p>	<p>Specify the process for deleting/returning/safely destroying the information when it is no longer required (this should include provision for notification of such deletion/destruction)</p> <p><i>This is to ensure compliance with the UK GDPR principles 5(e) and (f).</i></p> <ul style="list-style-type: none"> • Secure files shall be deleted by NHS England at the end of the retention period. • All data and application services are run with Azure service plans under NHS England’s management. • Data is currently retained within applications to provide a user with a full history of their activity. • If the NHS Education Funding Agreement is terminated, NHS England will assist in the deletion of all existing data, subject to any final reporting and data extractions from the data owners/stakeholder (as per NHS England’s policies). • The data is subject to all backup and replication under NHS England management. Final deletion of associated backups should be carried out here.
<p>12.</p>	<p>Specify any obligations on all parties to the agreement</p> <p><i>NB:</i> <i>some obligations will be applicable to all parties but where a specific organisation(s) has a particular task e.g. system security, reporting, this needs to be set out in section 12. Ensure that, where a contract exists, these obligations do not conflict with it – amend the obligations as necessary. If it is agreed that a particular party will take responsibility for any particular obligation it should be moved to section 13.</i></p> <p>Each organisation signed up to this Agreement will:</p> <ol style="list-style-type: none"> 1. Use the information shared solely for the purposes identified and shall not access the information for any incompatible purpose. 2. Apply appropriate security measures, commensurate with the requirements of Principle 5(f) of the UK GDPR, which states that: “appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data”. In particular, they shall ensure that measures are in place to do everything reasonable to: <ol style="list-style-type: none"> I. make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport II. deter deliberate compromise or opportunist attack, and III. promote discretion in order to avoid unauthorised access. 3. Agree to treat the data received by them under the terms of this Agreement as confidential and safeguard it accordingly. Respect for the privacy of individuals will be afforded at all stages of carrying out the purposes set out in this Agreement and the NHS

Education Funding Agreement. For the avoidance of doubt, the obligations or the confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement.

4. Take appropriate organisational and technical measures towards compliance with the Data Protection Legislation.
5. Commit to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including data protection, confidentiality, Caldicott, Information Security, Records Management and FOI requests.
6. Promptly notify any other relevant co-signees of this protocol of any Information Governance breach resulting out of information shared under this Agreement. All organisations processing health and adult social care personal data are required to use the Data Security & Protection Toolkit Incident Reporting Tool to report level 2 IG Serious Incidents Requiring Investigation (SIRIs) to the Department of Health and Social Care (DHSC), ICO and other regulators. This requires an incident to be reported within 72 hours of it being identified and the same timeframe should be used for reporting to relevant partner signatories.
7. Assist each other, in responding to Data Protection, FOI requests or Environmental Information Regulations requests where necessary, in relation to the information shared under this Agreement to ensure a co-ordinated and consistent response.
8. This Agreement shall be governed and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Court.

13. Specify any particular obligations on any individual party:

e.g. submission of data, incident reporting, handling of queries/complaints from individuals affected by the information sharing

- Data will be shared internally within NHS England in line with this Information Sharing Agreement. The handling of any queries/complaints resulting from sharing of this information will be managed by NHS England.

Applicable to Education Providers only:

- Sharing of the aggregated data described in section 3 for the purpose of aiding workforce planning in ICBs is to be governed by a Data sharing agreement to ensure only aggregated data shown below is shared with nominated users in ICBs and DHSC, and that the data is used for the purpose of aiding workforce planning, assessing future supply in ICB areas and for benchmarking by ICBs, and not used for any other purpose (e.g. performance management).

➤

Aggregated data to be shared with NHS England’s partner organisations – ICBs and DHSC
1. HEIs student activity
- HEI name
- Programme title
- Programme start and end date
- Starters headcount
- Discontinued headcount
- Interrupts headcount
- Transferred out headcount
- Transferred in headcount
- Active headcount
- Completers headcount
2. Placement provider activity

	<table border="1" data-bbox="296 129 1302 241"> <tr> <td data-bbox="296 129 1302 163">- Placement provider name</td> </tr> <tr> <td data-bbox="296 163 1302 197">- Programme Title</td> </tr> <tr> <td data-bbox="296 197 1302 241">- Hours of placement activity delivered</td> </tr> </table> <p data-bbox="247 280 1501 387">➤ Any incidents arising from the sharing of this data will be reported by the parties to this agreement in line with their respective standard procedures and shared between the parties.</p>	- Placement provider name	- Programme Title	- Hours of placement activity delivered
- Placement provider name				
- Programme Title				
- Hours of placement activity delivered				
14.	<p data-bbox="197 387 528 427">Review of Agreement</p> <p data-bbox="197 465 1501 573">A review of this Agreement shall take place every three years from date of commencement or in the event of significant change. All parties to this Agreement agree to take part and to fully co-operate in this review.</p>			
15.	<p data-bbox="197 573 679 613">Term, termination and variation</p> <ul style="list-style-type: none"> <li data-bbox="247 651 1517 723">a. This Agreement as amended from time to time shall remain in force for the duration of the NHS Education Funding Agreement with the Provider. <li data-bbox="247 723 1517 795">b. This Agreement shall terminate when the NHS Education Funding Agreement with the is terminated or expires. <li data-bbox="247 795 1517 902">c. This Agreement may be varied by the completion of a change control notice set out at in Schedule 6 of the NHS Education Funding Agreement and this being signed by the authorised representatives of the parties. 			
16	<p data-bbox="197 943 480 983">Dispute resolution</p> <p data-bbox="197 1021 1445 1128">Any dispute regarding this Agreement shall be dealt with in accordance with the dispute resolution clause set out in the NHS Education Funding Agreement entered into by the parties.</p>			