

# Regional Health and Social Care Information Sharing Agreement

Core Membership Agreement and supporting schedules:

**Core Membership Agreement (signature required)**

Agreement principles, terms and conditions and administration

Annex 1 – Information Governance Steering Group

Annex 2 – Joint control arrangements – Lead Controller

Annex 3 – Notification and reporting arrangements

**Schedule A – Risk Sharing and Indemnity Arrangements (signature required)**

**Schedule B – Qualifying Standard (signature required)**

Variable information managed by the Administrator:

**Schedule C – Direct Care Sharing Register (List of shared data flows)**

**Schedule D – Other (Secondary) Uses Sharing Register (List of shared data flows)**

**Schedule E – Membership Register (List of participating organisations)**

**Schedule F – Shared Information Asset Register**

**Schedule G – Approved Generic Use Cases for Shared Information**

**Schedule H – Approved Generic Privacy and Processing Notices**

Sharing Agreement Narrative and Guidance

Visit [www.regisa.uk](http://www.regisa.uk) for the latest version of Schedules C-H

# Regional Health and Social Care Information Sharing Agreement

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## Parties to the Agreement

1. Providers of Health and Social Care Information (“the sharing organisation”) and their successor organisations.
2. Users of Health and Social Care Information (“the user organisation”) and their successor organisations.
3. The Administrator.
4. For the purposes of the agreement [org]  
is a member of the agreement and [type].

## Scope and Applicability

5. The parties to the agreement are listed in full in Schedule E. Copies of the latest version of Schedule E are available from the Administrator on request via “fhft.icsinformationgovernance@nhs.net” and can be found at “www.regisa.uk”.
6. Sharing agreements negotiated prior to the commencement of the agreement are excluded from the scope of the agreement and are not terminated or otherwise varied by the implementation of the agreement.

## The Agreement

7. The Regional Health and Social Care Information Sharing Agreement (“the agreement”) sets out the terms and conditions under which the sharing organisation makes an individual’s personal confidential data available to the user organisation:
  - 7.1. for the delivery of care (“direct care”); and
  - 7.2. in respect of specific other (secondary) uses (the “defined purpose”).
8. For the purposes of the agreement the recipients of care and the natural persons providing care are the data subjects to whom the agreement applies and are referred to as “the individual”.
9. For the purposes of the agreement the individual includes the terms data subject, patient, client, customer, carer, relative and family member.
10. For the purposes of the agreement the terms personal data, personal confidential data, non-sensitive personal data and sensitive personal data have the meaning defined in Article 4(1) of the General Data Protection Regulation (“GDPR”):
  - 10.1. information relating to an identified or identifiable natural person (“data subject”); and
  - 10.2. an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
11. The terms “processing” and “process” mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as viewing, editing, printing, collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
12. In consideration for the sharing organisation making information available to the user organisation under this agreement and in accordance with Section 3 of the Health and Social Care (Safety and Quality) Act 2015 (“the 2015 act”) or at the request of a safeguarding partner in accordance with Section 19 of the Children and Social Work Act 2017 (“the 2017 act”) the user organisation agrees to use the information where appropriate to improve care for individuals.
13. The members of the agreement may be both a sharing organisation in respect of the member’s own information and a user organisation in respect of other members’ information.
14. The user organisation acknowledges and accepts its responsibility to:
  - 14.1. Maintain confidentiality in respect of the use of personal confidential data;
  - 14.2. Use and process personal confidential data solely for a purpose defined in the various processing and sharing specifications (“Schedule K” documents) approved under the terms of this agreement;
  - 14.3. Use and process personal confidential data in accordance with section 17 of the agreement.
15. The user organisation acknowledges and accepts its responsibility under the agreement not to use personal confidential data beyond the approved purposes.
16. The sharing organisation acknowledges and accepts its responsibility to process personal confidential data in accordance with section 17 of the agreement.

## The Agreed Policies

17. The parties to the agreement acknowledge that:
  - 17.1. The agreement is consistent with the:
    - 17.1.1. Published Caldicott principles prevailing during the term of the agreement
    - 17.1.2. Requirements of the General Data Protection Regulation (“GDPR”) and associated enabling legislation including but not limited to the Data Protection Act 2018 (“the 2018 act”) as amended and succeeded from time to time.
  - 17.2. The 2018, 2017 and 2015 acts provide the legal framework for the sharing of personal confidential data.

## Regional Health and Social Care Information Sharing Agreement

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- 17.3. The requirements to process data under the 2018 act are as follows:
  - 17.3.1. Fair and lawful processing:
    - 17.3.1.1. Processing is necessary for compliance with a legal obligation to which the sharing organisation and the user organisation are subject.
    - 17.3.1.2. The processing is necessary in order to protect the vital interests of the data subject.
    - 17.3.1.3. The processing is necessary for the performance of tasks specified within Article 9(2) of GDPR and the 2018 act provisions relating to Article 9(2):
      - 17.3.1.3.1. The processing meets a condition in Part 1(2) and Part 1(3) of Schedule 1 of the 2018 act for health and social care purposes
      - 17.3.1.3.2. The processing meets a condition in Part 2(8) of Schedule 1 of the 2018 act.
  - 17.3.2. Personal data is adequate and not excessive.
  - 17.3.3. Personal data is accurate.
  - 17.3.4. Personal data is not kept any longer than necessary.
  - 17.3.5. Personal data is processed in accordance with the rights of data subjects.
  - 17.3.6. Appropriate technical and organisational controls are in place.
  - 17.3.7. Personal data is not transferred outside the EEA unless rights of individuals are respected.
  - 17.3.8. The processing is undertaken by or under the responsibility of a health professional or a social work professional or by another person who in the circumstances owes a duty of confidentiality under an enactment or rule of law and the circumstances in which the processing of personal data is carried out is subject to the conditions and safeguards referred to in Article 9(3) of the GDPR (obligation of secrecy).
- 17.4. To access personal confidential data shared under the agreement the user organisation must have achieved the qualifying standard as is set out in Schedule B to the agreement (“the qualifying standard”).
- 17.5. Organisations that cease to satisfy the qualifying standard must notify the Administrator within seven days.
- 17.6. Neither identifiable nor anonymised and aggregated confidential data about the individual provided under the agreement may be sold without explicit approval of the sharing organisations concerned.
- 17.7. Identifiable and pseudonymised data about the individual provided under the agreement may only be copied, shared or distributed for viewing, processing or other use beyond the user organisations and classes of user organisation specified in a relevant Schedule K processing and sharing specification where the following exist:
  - 17.7.1. Explicit approval from the:
    - 17.7.1.1. Sharing organisation concerned as sole controller
    - 17.7.1.2. Or where joint control is the case:
      - 17.7.1.2.1. all relevant sharing organisations or
      - 17.7.1.2.2. the Information Governance Steering Group and the lead controller for the jointly controlled information;
  - 17.7.2. A contract consistent with the requirements of GDPR Article 28(3) (“the data processing terms”) between the controller or lead controller and the recipient for the processing of the data concerned
  - 17.7.3. Contracts compliant with 17.7.2 above may take the form of:
    - 17.7.3.1. Standalone agreements between the parties setting out the data processing terms
    - 17.7.3.2. The data processing terms included within a commercial contract
    - 17.7.3.3. The data processing terms included within a confidentiality agreement
    - 17.7.3.4. Terms extended to third parties by way of the Contracts (Rights of Third Parties) Act 1999.
- 17.8. Where clear and pseudonymised data about the individual provided under the agreement is copied, shared or distributed for viewing, processing or other use beyond the user organisations and classes of user organisation specified in a relevant Schedule K processing and sharing specification for the purposes of satisfying requirements such as the Local Health and Care Record programme which have a national and pan-regional basis:
  - 17.8.1. The data processors and data controllers hosting and controlling the national or pan-regional programme concerned as a minimum adheres to the requirements set out in Schedule B to this agreement
  - 17.8.2. A formal agreement that satisfies the requirements of 17.7.2 is in place between the lead controller for the jointly controlled information and either:
    - 17.8.2.1. The lead controller for the national or pan-regional programme
    - 17.8.2.2. The processor organisation or organisations for the national or pan-regional programme.

### Operational Commitments

18. The parties to the agreement commit to:
  - 18.1. Implement and adhere to the terms of the agreement including the arrangements set out in the Annexes and Schedules to the agreement in respect of all sharing requirements in which the organisation is and was involved;
  - 18.2. Ensure that the necessary protocols and procedures are established within the user organisation and the sharing organisation to mitigate the risks of all sharing requirements in which the organisation is and was involved;

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- 18.3. Ensure compliance with the agreement by establishing systems, raising awareness, informing service users, issuing guidance, providing training to staff and monitoring the use of shared personal confidential data;
- 18.4. Ensure that the Caldicott Guardian, Data Protection Officer and Senior Information Risk Owner (the “SIRO” where applicable) are widely known within the organisation;
- 18.5. Ensure that the Administrator is made aware of the details of and any changes to the individuals holding the roles and their respective contact information;
- 18.6. Ensure that no restrictions are placed on sharing personal confidential data other than those specified in the agreement and in continuing agreements in effect at the commencement of the agreement.

### Organisations Working With Third Parties

19. The parties to the agreement acknowledge and accept that an organisation that is party to the agreement includes those:
  - 19.1. subsidiary organisations
  - 19.2. secondees
  - 19.3. sub-contractor, agency and freelance staff and
  - 19.4. virtual teamsthat are contracted to and operating under the direct operational control of the sharing or user organisation concerned in respect of sharing arrangements covered by the agreement.

### Documentation of Approved Sharing Arrangements

20. The sharing requirements included within the scope of the agreement are listed in Schedules C and D of the agreement and detailed in respective Schedule K processing and sharing specification documents. Copies of the latest versions of Schedules C and D are available from the Administrator on request via “fhft.icsinformationgovernance@nhs.net” and can be found at “www.regisa.uk”.
21. Each sharing requirement is defined in a processing and sharing specification (“Schedule K”) that includes:
  - 21.1. Details of the sharing organisation or organisations making the personal confidential data available for sharing;
  - 21.2. Details of the user organisation or organisations;
  - 21.3. Details of the categories of data made available as part of the sharing requirement;
  - 21.4. The dates between which the sharing requirement is in effect.

### Data and Privacy Impact Assessments

22. Each sharing requirement is accompanied by an assessment of the risks posed by the sharing requirement and the technical solution that implements the requirement. The assessment takes the form of:
  - 22.1. A Data Protection Impact Assessment (“DPIA”)
  - 22.2. Or an Initial Data Protection Impact Assessment that details any reasons for not performing a DPIA.
23. Only those sharing requirements approved by the Caldicott Guardian or Designated Officer of the sharing organisation or organisations providing the personal confidential data are included within the scope of the agreement.

### Control of the Information and Information Assets:

24. Save where specified otherwise the sharing organisation as the provider of Health and Social Care information is the sole data controller for information sourced from and provided by the sharing organisation.
25. The parties to the agreement acknowledge and accept joint control of the information and information assets where any of 25.1 to 25.3 apply:
  - 25.1. Individual data records shared under this agreement are directly editable by members other than the sharing organisation;
  - 25.2. Joint control is explicitly defined in processing and sharing specifications and the lead controller is identified;
  - 25.3. Specific information assets are defined as jointly controlled and the lead controller is identified; and
  - 25.4. Where joint control of the information and information assets exists the parties agree that the arrangements detailed in Annexes 2 (lead controller) and 3 (Notification and Reporting Arrangements) to this agreement apply.

### The Administrator

26. The Administrator is appointed from time to time by the chairman of the Information Governance Steering Group on behalf of the members of the agreement. The role and powers of the Information Governance Steering Group in respect of the agreement are defined in Annex 1 to the agreement.
27. The user organisations and the sharing organisations listed in Schedule E of the agreement require the Administrator to:
  - 27.1. Maintain a register of parties to the agreement in the form of Schedule E.
  - 27.2. Record in Schedule E all parties’ compliance with the qualifying standard (Schedule B).
  - 27.3. Record in Schedule E all parties’ status in respect of the risk sharing indemnity arrangements (Schedule A).

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- 27.4. Maintain a register of the approved direct care processing and sharing specifications (Schedule K documents) and the associated privacy assessments (Schedule L documents) in the form of Schedule C.
- 27.5. Maintain a register of the approved other (secondary) uses processing and sharing specifications (Schedule K documents) and the associated privacy assessments (Schedule L documents) in the form of Schedule D.
- 27.6. Maintain a register of the shared information assets in the form of Schedule F.
- 27.7. Maintain a register of the approved generic use cases for shared information in the form of Schedule G.
- 27.8. Maintain a register of the approved generic information privacy and processing notices in the form of Schedule H.
- 27.9. Publish and make available as required full and abridged copies of Schedules C, D and E to the agreement.
- 27.10. Maintaining a register of data protection and security risks and associated mitigation actions notified to or identified by IGSG and communicating the details to the relevant Regional Health and Social Care Information Sharing Agreement members.
- 27.11. Accept approved agreements and sharing requirements on behalf of the parties to the agreement.

### Term of the Agreement

28. In respect of the user organisation and the sharing organisation signatories to the agreement, the agreement comes into effect on the commencement date.
29. The agreement and all subsidiary direct care and other (secondary) uses processing and sharing specifications expire on the end date unless terminated in accordance with sections 30 or 31 of the agreement.
30. The sharing organisations and user organisations that are members of the agreement may withdraw from the agreement:
  - 30.1. On reasonable written notice to the administrator;
  - 30.2. With reasonable notice being the period required to remove:
    - 30.2.1. Access to shared information in respect of user organisations
    - 30.2.2. The shared data itself and any related operational system processes in respect of sharing organisations; and
  - 30.3. Where the withdrawing member has provided the necessary resources and information for the shared data to be identified and removed.
31. Should the user organisation cease to comply with the qualifying standard then within 6 months of the date that the user organisation is not able to demonstrate compliance with the qualifying standard the user organisation:
  - 31.1. Implements the corrective measures necessary to satisfy the qualifying standard; or
  - 31.2. Ceases to make use of the personal confidential data shared under the agreement.

### Surviving Terms

32. The following terms of this agreement survive the end date of the agreement and termination of the agreement as set out in sections 29 to 31 of the agreement:
  - 32.1. Sections 14 to 17; and
  - 32.2. Sections 18.1 and 18.2.

Commencement Date: [sharingstart]

End Date: [sharingend]

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## Agreement Signature Page

Agreed by [guardian]  
as Caldicott Guardian / Designated Officer / Data Protection Officer, for and  
on behalf of [org]  
[addr].

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Accepted by the Administrator  
for and on behalf of the parties listed in Schedule E to the agreement.

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## **Annex 1 – Information Governance Steering Group**

This annex to the Regional Health and Social Care Information Sharing Agreement (“the agreement”) sets out the role and powers of the regional Information Governance Steering Group (“IGSG”).

### **Accountable to and Advised by**

1. The IGSG is accountable to:
  - 1.1. The members of the agreement.
2. The IGSG is advised by:
  - 2.1. The programme boards of any large-scale sharing arrangements managed through the agreement;
  - 2.2. The National Data Guardian;
  - 2.3. The Information Governance Alliance; and
  - 2.4. The Information Commissioner’s Office.
3. Members of IGSG are directly accountable for delivery of the actions allocated to the member.

### **Meeting Arrangements**

4. IGSG meetings:
  - 4.1. IGSG meetings are held monthly;
  - 4.2. IGSG may delegate particular topics to a subset of IGSG;
  - 4.3. At the chairperson’s discretion IGSG meetings may be held as virtual meetings:
    - 4.3.1. By conference call technology
    - 4.3.2. By an exchange of emails;
  - 4.4. In any given calendar year at least one IGSG meeting is held as a General Meeting, where:
    - 4.4.1. All parties to the agreement are invited to attend
    - 4.4.2. The timing is at the chairperson’s discretion
    - 4.4.3. The meeting may be held wholly or in part by means of conference call technology;
  - 4.5. Papers in support of IGSG meetings are sent out at least five days in advance of a meeting;
  - 4.6. Minutes and other papers relating to a completed IGSG:
    - 4.6.1. Are sent out within five days of the meeting to all standing members of IGSG
    - 4.6.2. Include a summary of IGSG decisions
    - 4.6.3. And the summary of IGSG decisions are distributed to all members of the agreement;
  - 4.7. At the chairperson’s discretion papers may be presented at short notice including at an IGSG meeting itself; and
  - 4.8. With the exception of 4.7 above members are expected to come to the meetings having read and understood any papers provided. The meetings are for clarification and decision making.

### **Role and Purpose**

5. In respect of Information Governance (IG) the role of IGSG includes:
  - 5.1. Ensuring a strong IG management framework is in place to demonstrate to member organisations that personal confidential data will be processed, used and shared lawfully and that data protection requirements are being effectively satisfied, including:
    - 5.1.1. regular review of the IG arrangements
    - 5.1.2. setting and agreeing the IG policies applicable to the agreement
    - 5.1.3. setting and agreeing the IG policies applicable to projects and programmes overseen by IGSG;
  - 5.2. Providing leadership and direction;
  - 5.3. Setting the strategic IG direction and priorities;
  - 5.4. Ensuring IG-related work is coordinated and completed across organisations;
  - 5.5. Promoting IG as an enabler to the transformation of health and social care and to moving away from separate and fragmented information systems;
  - 5.6. Providing timely and appropriate visibility of IG-related activity and key IG risks and issues to the relevant members;
  - 5.7. Maintaining a register of identified data protection and security risks and associated mitigation actions; and
  - 5.8. Providing assurance that the agreement is effectively managed.

## **The Authority of IGSG**

6. The authority of IGSG includes:
  - 6.1. Appointment of a chairperson for IGSG;
  - 6.2. Appointment of an alternative chairperson for IGSG where the chairperson is temporarily unavailable;
  - 6.3. Appointment of the membership of IGSG meetings;
  - 6.4. Appointment of the Administrator for the agreement;
  - 6.5. Approval of the agreement and its associated:
    - 6.5.1. Schedules
    - 6.5.2. Annexes
    - 6.5.3. Processing and sharing specifications (in principle and prior to authorisation by the data controllers concerned)
    - 6.5.4. Data Protection Impact Assessments (in principle and prior to authorisation by the data controllers concerned)
    - 6.5.5. Generic and specific:
      - 6.5.5.1. Sharing use case precedents
      - 6.5.5.2. Arrangements for joint controllership
      - 6.5.5.3. Privacy and processing notices (in principle and prior to authorisation by the data controllers concerned)
      - 6.5.5.4. Access, consent, opt-in and opt-out policies, controls and processes (in principle and prior to authorisation by the data controllers concerned)
      - 6.5.5.5. Auditing and data quality policies and processes
      - 6.5.5.6. Processes and policies for incident management and reporting, freedom of information requests and subject access requests as set out in Annex 3 to the agreement
      - 6.5.5.7. Risk mitigation actions;
  - 6.6. Termination of the agreement in advance of the end date;
  - 6.7. Temporary suspension of the agreement;
  - 6.8. Approving new members to the agreement;
  - 6.9. Reviewing and approving where appropriate any derogations from the Qualifying Standard in respect of any members that are unable to fully satisfy the Qualifying Standard but where clinical safety and quality considerations override IG considerations;
  - 6.10. Approval on behalf of the members of the Regional Health and Social Care Information Sharing Agreement of data processing contracts in respect of information that is part of jointly controlled data flows and information assets;
  - 6.11. Approval on behalf of the members of the Regional Health and Social Care Information Sharing Agreement of information sharing arrangements:
    - 6.11.1. In respect of information that is part of the Lead Controller’s jointly controlled data flows and information assets
    - 6.11.2. Where the sharing goes beyond the members of Regional Health and Social Care Information Sharing Agreement (“the additional sharing arrangements”)
    - 6.11.3. Where the sharing, access, security and data protection controls of the additional sharing arrangements are equivalent to or exceed the criteria set out in the Qualifying Standard; and
  - 6.12. Nomination of Lead Controller organisations in respect of jointly controlled data flows and information assets.
7. The role, purpose and authority of IGSG supports the management of data sharing and processing by the members of the agreement as data controllers but does not include:
  - 7.1. Determining the purpose of data processing; and
  - 7.2. Determining the means of data processing.

## **The Effect of IGSG Decision Making**

8. The members of Regional Health and Social Care Information Sharing Agreement jointly acknowledge that the decisions made by IGSG are:
  - 8.1. Binding on all member organisations in respect of:
    - 8.1.1. Decisions regarding information governance policies and processes
    - 8.1.2. Decisions relating to Data Processor Contracts
    - 8.1.3. The management of data protection issues; and



## Annex 1 – Information Governance Steering Group

# Regional Health and Social Care Information Sharing Agreement

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- 8.2. Regarded as recommendations that are subject to explicit approval by the member data controller organisations themselves where decisions are made in respect of:
  - 8.2.1. Schedule K data processing and sharing specifications and documents
  - 8.2.2. Schedule L initial and summary Data Protection Impact Assessments
  - 8.2.3. Regional Health and Social Care Data Protection Impact Assessments
  - 8.2.4. Proposals for changes to the Regional Health and Social Care Information Sharing Agreement itself
  - 8.2.5. Processing and sharing use case precedents
  - 8.2.6. Arrangements for joint controllership
  - 8.2.7. Privacy and processing notices
  - 8.2.8. Risk mitigation actions.

### Membership of IGSG

9. The membership of IGSG meetings is determined by the chairperson of the IGSG.
10. IGSG membership of IGSG meetings is extended to as a minimum, the:
  - 10.1. General Practice organisations within the geographic areas covered by the agreement;
  - 10.2. Local Authorities with a Social Care responsibility within the geographic areas covered by the agreement;
  - 10.3. The Lead Controllers for all joint controller arrangements overseen by IGSG; and
  - 10.4. The NHS Trusts within the geographic areas covered by the agreement.
11. Membership of IGSG meetings and attendance at IGSG meetings is recorded by the administrator.
12. While it is not a mandatory requirement the expectation is that individuals attending on behalf of the member organisations are Caldicott Guardians, Senior Information Risk Owners, Data Protection Officers or their empowered delegates.

### Quorum and Decision Making

13. IGSG meeting decision making will be inclusive as far as possible but urgency and timescales will be considered and taken into account and the chairperson may elect to take a majority decision rather than a unanimous decision;
14. Where a member organisation does not attend an IGSG meeting, the member organisation's opinions and decisions can be communicated by the member organisation to the chairperson in advance of the IGSG meeting.
15. IGSG meetings are quorate when at least one member is present from each of the following:
  - 15.1. The chairperson or alternate chairperson;
  - 15.2. Clinical professionals from within the geographic areas covered by the agreement;
  - 15.3. Social Care professionals from within the geographic areas covered by the agreement; and
  - 15.4. Information Governance professionals from within the geographic areas covered by the agreement such as:
    - 15.4.1. Caldicott Guardians
    - 15.4.2. Data Protection Officers
    - 15.4.3. Managers of information governance departments
    - 15.4.4. Senior Information Risk Owners.
16. IGSG meetings are quorate for specific agenda items when:
  - 16.1. The Lead Controller for any joint controller arrangement to be decided on as part of the agenda of the IGSG meeting concerned is in attendance at the IGSG meeting; and
  - 16.2. At least one IGSG member representing any sole or several controller arrangements to be covered on the agenda of the IGSG meeting concerned is in attendance at the IGSG meeting.

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## End of Annex 1

## **Annex 2 – Joint Control Arrangements – Lead Controller**

This annex to the Regional Health and Social Care Information Sharing Agreement sets out the agreed policies and processes for the information sharing data flows and assets for which a Lead Controller is been defined.

### **Identification of Lead Controllers**

1. The Regional Information Governance Steering Group (IGSG) determines which sharing data flows and information assets result in joint controllership and nominates a Lead Controller for each joint control arrangement.
2. Subject to prior agreement by the nominated Lead Controller organisation, Lead Controllers are identified in the related processing and sharing specifications (the “Schedule K” documents).
3. When the individual controllers for each sharing data flow or shared processing approve their respective processing and sharing specifications the IGSG nomination for the Lead Controller is confirmed.

### **Responsibilities of Lead Controllers**

4. The responsibilities of the Lead Controllers in relation to the Lead Controller organisation’s own data flows and information assets are unchanged by the organisation’s nomination as Lead Controller.
5. Where a member of the agreement is identified as the Lead Controller for specific jointly controlled data, the Lead Controller concerned is accountable to IGSG on behalf of the relevant members of the agreement in respect of the jointly controlled data.
6. The Lead Controller’s responsibilities in respect of the jointly controlled data are:
  - 6.1. Ensuring that the jointly controlled data is kept and processed in a manner consistent with paragraphs 16 to 21 of Schedule B to the agreement;
  - 6.2. Responding to subject access and freedom of information requests regarding information that is part of jointly controlled data flows and information assets;
  - 6.3. Notifications of breaches and data security and protection issues that are part of jointly controlled data flows and information assets;
  - 6.4. Ensuring the availability and publishing of privacy and processing notices regarding information that is part of jointly controlled data flows and information assets;
  - 6.5. Coordinating timely responses to actions that relate to information that is part of jointly controlled data flows and information assets and:
    - 6.5.1. Where response timetables are set by statute or regulation the Lead Controller is responsible for ensuring that the individual controller organisations are notified early enough to allow all controllers to prepare responses in a timely manner;
  - 6.6. Reporting to IGSG and impacted data controllers for:
    - 6.6.1. Subject access and freedom of information requests regarding information that is part of jointly controlled data flows and information assets
    - 6.6.2. Breaches and data security and protection issues that are part of jointly controlled data flows and information assets
    - 6.6.3. The status of and progress with actions initiated by data subjects, the regulator for data security and protection and other data controllers where the actions relate to information that is part of jointly controlled data flows and information assets;
  - 6.7. Supporting IGSG in determining the cause of and appropriate corrective actions for:
    - 6.7.1. Notifications of breaches and data security and protection issues that are part of jointly controlled data flows and information assets
    - 6.7.2. Actions initiated by data subjects, the regulator for data security and protection and other data controllers where the actions relate to information that is part of jointly controlled data flows and information assets; and
  - 6.8. Allocation of a Data Protection Officer to oversee the data security and protection arrangements for the jointly controlled data flows and information assets, however:
    - 6.8.1. The members of the Regional Health and Social Care Information Sharing Agreement do not expect the Data Protection Officer’s role to be for the sole purpose of the jointly controlled data flows and information assets.
7. The Lead Controllers are required to attend all meetings of IGSG.

## Annex 2 – Joint Control Arrangements – Lead Controller Regional Health and Social Care Information Sharing Agreement

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8. Aside from the Lead Controller organisation’s responsibilities in respect of its own data flows and information assets, the Lead Controller’s responsibilities do not include:
  - 8.1. Responding to subject access and freedom of information requests regarding information that is not part of jointly controlled data flows and information assets;
  - 8.2. Notifications of breaches and data security and protection issues that are not part of jointly controlled data flows and information assets;
  - 8.3. Privacy and processing notices regarding information that is not part of jointly controlled data flows and information assets; and
  - 8.4. Coordinating responses to actions that relate to information that is not part of jointly controlled data flows and information assets.

### Powers of Lead Controllers

9. Lead Controllers act on the direction of IGSG and on behalf of the members of Regional Health and Social Care Information Sharing Agreement.
10. The powers of Lead Controllers are:
  - 10.1. Execution on behalf of IGSG and the members of the Regional Health and Social Care Information Sharing Agreement of data processing contracts in respect of information that is part of jointly controlled data flows and information assets; and
  - 10.2. Execution on behalf of IGSG and the members of the Regional Health and Social Care Information Sharing Agreement of information sharing arrangements:
    - 10.2.1. In respect of information that is part of the Lead Controller’s jointly controlled data flows and information assets
    - 10.2.2. Where the sharing goes beyond the members of Regional Health and Social Care Information Sharing Agreement (“the additional sharing arrangements”)
    - 10.2.3. Where the sharing, access, security and data protection controls of the additional sharing arrangements are equivalent to or exceed the criteria set out in the Qualifying Standard.

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**End of Annex 2**

## **Annex 3 – Notification and Reporting Arrangements**

This annex to the Regional Health and Social Care Information Sharing Agreement sets out the agreed policies and processes for the notification and reporting of compliance with the qualifying standard as well as subject access and freedom of information requests, breaches and data security and protection issues that are associated with data flows and information assets managed through the Regional Health and Social Care Information Sharing Agreement.

### **Notification and Reporting Subject Matter**

1. The notification and reporting responsibilities of the member organisation in relation to the organisation's own data flows and information assets are not reduced by the organisation's membership of the Regional Health and Social Care Information Sharing Agreement.
2. In respect of the Regional Health and Social Care Information Sharing Agreement the subject matter to which the notification and reporting requirements relate include:
  - 2.1. Subject access requests relating to jointly controlled data flows and information assets;
  - 2.2. Freedom of information requests relating to jointly controlled data flows and information assets;
  - 2.3. Requests from data subjects in respect of jointly controlled data for:
    - 2.3.1. The rectification of errors in the data subject's information
    - 2.3.2. The data subject's information to be erased
    - 2.3.3. Processing restrictions to be applied to the data subject's information
    - 2.3.4. A copy of the data subject's information to be made available to the data subject
    - 2.3.5. A the data subject not to be subjected to automated decision making;
  - 2.4. For solely controlled and for jointly controlled data flows and information assets all suspected breaches of:
    - 2.4.1. Data protection law and regulations
    - 2.4.2. Data and cyber security;
  - 2.5. Member organisations ceasing to comply with the qualifying standard in respect of:
    - 2.5.1. Audit standards
    - 2.5.2. Data quality and retention standards
    - 2.5.3. Confidentiality standards
    - 2.5.4. Data processing contracts and sharing arrangements
    - 2.5.5. Disclosure, processing and privacy notices
    - 2.5.6. Governance of access and access controls
    - 2.5.7. Security
    - 2.5.8. Training; and
  - 2.6. Issues with and failures of source systems where the issue or failure has the potential to impact shared data quality to the extent that the safety of the data subjects concerned are put at risk.

### **Notification and Reporting Processes**

3. The member organisation is accountable to IGSG in respect to the subject matter set out in paragraph 2 of this annex.
4. The notification and reporting processes process for the Regional Health and Social Care Information Sharing Agreement are:
  - 4.1. The member organisation which identifies or receives an issue, request, report or action suspected or otherwise relating to the subject matter set out in paragraph 2 of this annex is responsible for:
    - 4.1.1. Recording the details of the issue, request, report or action
    - 4.1.2. Assessing the scope of the response required, in particular:
      - 4.1.2.1. If the issue, request, report or action relates solely to the member concerned
      - 4.1.2.2. If the issue, request, report or action relates to another member of the Regional Health and Social Care Information Sharing Agreement
      - 4.1.2.3. If the issue, request, report or action relates to a jointly controlled sharing arrangement or asset;
    - 4.1.3. Where the issue, request, report or action relates to shared data flows and information assets under the sole control of the member organisation concerned the member organisation:
      - 4.1.3.1. Notifies IGSG of the details

## Annex 3 – Notification and Reporting Arrangements

### Regional Health and Social Care Information Sharing Agreement

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- 4.1.3.2. Addresses the issue, request, report or action in line with the member organisation’s internal governance arrangements
- 4.1.3.3. Notifies IGSG of the satisfactory resolution of the matter;
- 4.1.4. Where the issue, request, report or action relates to shared data flows and information assets under the sole control of another member organisation (“the other member”):
  - 4.1.4.1. The member organisation notifies the other member of the details of the issue, request, report or action
  - 4.1.4.2. The member organisation notifies IGSG of the details of the issue, request, report or action
  - 4.1.4.3. The other member addresses the issue, request, report or action in line with the member organisation’s internal governance arrangements
  - 4.1.4.4. The other member notifies IGSG of the satisfactory resolution of the matter;
- 4.1.5. Where the issue, request, report or action relates to shared data flows and information assets that are jointly controlled by another member organisation (“the Lead Controller”):
  - 4.1.5.1. The member organisation notifies the Lead Controller of the details of the issue, request, report or action
  - 4.1.5.2. The member organisation notifies IGSG of the details of the issue, request, report or action
  - 4.1.5.3. IGSG notifies all impacted member organisations
  - 4.1.5.4. The Lead Controller addresses the issue, request, report or action in line with the member organisation’s governance arrangements for jointly controlled data flows and information assets
  - 4.1.5.5. The Lead Controller notifies IGSG of the satisfactory resolution of the matter
  - 4.1.5.6. IGSG notifies all impacted member organisations of the satisfactory resolution of the matter; and
- 4.2. Where response timetables are set by statute or regulation (for example the GDPR art.33(1) requirement for breaches to be notified to the Information Commissioner’s Office within 72 hours) the member organisation that identifies or receives an issue, request, report or action relating to the subject matter set out in paragraph 2 of this annex is responsible for ensuring that the member organisations are notified early enough to allow all affected members to prepare responses in a timely manner.
5. At each IGSG meeting IGSG reviews the status of all open and recently closed issues, requests, reports or actions received by IGSG and summarises the outcomes for reporting to the members of the Regional Health and Social Care Information Sharing Agreement.
6. In the paragraphs set out in this annex above notifying IGSG includes notifying the IGSG chairperson and the Administrator.
7. The Administrator is contacted using “fhft.icsinformationgovernance@nhs.net” and the IGSG chairperson is contacted using “fhft.igsgchair@nhs.net”. Personal sensitive data should not be included in messages to these mail accounts.

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**End of Annex 3**

## Schedule A – Risk Sharing and Indemnity Arrangements

# Regional Health and Social Care Information Sharing Agreement

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### Schedule A – Risk Sharing and Indemnity Arrangements

This schedule to the Regional Health and Social Care Information Sharing Agreement sets out the sharing indemnity arrangements for the organisations sharing, accessing and processing information made available under the Regional Health and Social Care Information Sharing Agreement.

For the purposes of this schedule to the Regional Health and Social Care Information Sharing Agreement “the organisation” is: {{!org }}  
and for the purposes of the risk sharing and indemnity arrangements the organisation is [risksharetype].

The parties to the agreement acknowledge and agree to the inclusion of the risk sharing and indemnity arrangements within the Regional Health and Social Care Information Sharing Agreement and that:

1. The purpose of the risk sharing and indemnity arrangements are to pool data protection risk to:
  - 1.1. Support the establishment of a single point of system-wide decision making for issues relating to Information Governance and data sharing in the Information Governance Steering Group;
  - 1.2. Reduce the complexity of inter-organisational information sharing arrangements;
  - 1.3. Facilitate the ongoing and timely development of Connected Care and its various use cases.
2. The risk sharing and indemnity arrangements are restricted to:
  - 2.1. The members of the Regional Health and Social Care Information Sharing Agreement;
  - 2.2. System-wide data protection breaches;
  - 2.3. Data protection breaches relating to general practice data where the breach occurred away from the practice itself;
  - 2.4. Data breaches associated with the Connected Care information assets and the associated data flows;
  - 2.5. Data breaches associated with sharing arrangements and information assets where joint control applies;
  - 2.6. Data breaches as described in 2.1, 2.2, 2.3 and 2.4 above associated with sharing arrangements approved by the Information Governance Steering Group such as the:
    - 2.6.1. Specific processing and sharing specifications (Schedule K documents)
    - 2.6.2. And the generic use cases for sharing information.
3. The risk sharing and indemnity arrangements apply to the following promisee organisations:
  - 3.1. The general practice organisations within the Berkshire West Clinical Commissioning Group;
  - 3.2. The general practice organisations within the Frimley Integrated Care System.
4. The risk sharing and indemnity arrangements apply to the following promisor organisations:
  - 4.1. NHS Berkshire West Clinical Commissioning Group;
  - 4.2. The Clinical Commissioning Groups within the Frimley Integrated Care System:
    - 4.2.1. NHS East Berkshire Clinical Commissioning Group
    - 4.2.2. NHS North East Hampshire and Farnham Clinical Commissioning Group
    - 4.2.3. NHS Surrey Heath Clinical Commissioning Group.
5. The promisor organisations agree to reimburse the reasonable legal costs incurred by the promisee organisations as a direct result of responding to civil or regulatory actions which relate to the circumstances outlined at paragraph 3 above, provided that:
  - 5.1. In respect of civil claims, the promisee organisation has been served with a Letter Before Claim; and
  - 5.2. In respect of regulatory action, the promisee organisation has received formal correspondence from the Information Commissioner’s Office (ICO) notifying them that they are investigating a formal complaint or that the ICO wishes to investigate the promisee organisation in respect of a data breach reported by another organisation.
6. The indemnity referred to in paragraph 5 does not arise in respect of:
  - 6.1. Data breaches which are covered by the promisee organisation’s own indemnity insurance arrangements;
  - 6.2. Any damages, whether awarded by a Court or agreed by way of formal settlement, arising out of a civil claim;
  - 6.3. Any monetary penalty imposed by the Information Commissioner;
  - 6.4. Data breaches for which the promisee organisation was responsible, to be determined by the promisors at their absolute discretion; and
  - 6.5. Data breaches arising out of processing activities for which the promisee organisation is solely responsible.

## Schedule A – Risk Sharing and Indemnity Arrangements

### Regional Health and Social Care Information Sharing Agreement

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7. For the avoidance of doubt, the indemnity referred to in paragraph 5 does not apply in respect of any organisations other than general practices.

In respect of the organisation’s membership of the Regional Health and Social Care Information Sharing Agreement the organisation agrees to the risk sharing and indemnity arrangements as set out in this schedule to the Regional Health and Social Care Information Sharing Agreement.

Confirmed by {{!guardian }}  
as Caldicott Guardian / Designated Officer / Data Protection Officer, for and on behalf of  
{{!org }}  
{{!addr }}.

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**End of Schedule A**

## Schedule B - Qualifying Standard

# Regional Health and Social Care Information Sharing Agreement

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### Schedule B - Qualifying Standard

This schedule to the Regional Health and Social Care Information Sharing Agreement sets out the qualifying standard for organisations to access and process data shared under the Regional Health and Social Care Information Sharing Agreement.

For the purposes of this schedule to the Regional Health and Social Care Information Sharing Agreement “the organisation” is: `{{!org}}` `}}`

### Audit and quality

1. Staff access to confidential personal information is monitored and audited. Where care records are held electronically, audit trail details about access to a record can be made available to the auditors and the data subject on request.
2. The use of computing systems is controlled, monitored and audited to ensure their correct operation and to prevent unauthorised access.
3. Procedures are in place to ensure the accuracy of service user (data subject) information on all systems that support the provision of care.

### Confidentiality

4. All transfers of personal and sensitive information are conducted in a secure and confidential manner.
5. Confidential personal information is only shared and used in a lawful manner and objections to the disclosure or use of this information are appropriately respected.
6. Where sharing of personal information is required beyond the boundaries of the data controller organisation, protocols governing the sharing are agreed with other organisations.
7. The confidentiality of service user information that is not involved in the process of providing direct care is protected through anonymisation techniques where appropriate

### Contracts

8. All contracts with staff, contractors and third parties contain clauses that clearly identify information governance responsibilities.

### Disclosure

9. Individuals are informed about the proposed uses of their personal information.

### Governance

10. All new processes, services and systems are implemented in a controlled manner.
11. Background checks are carried out for staff, contractors and third parties given access to confidential and sensitive information.
12. Processes and technical measures including but not limited to role based access controls are in place to ensure that only those staff, contractors and third parties with a lawful purpose to access confidential data are able to do so.
13. Responsibility for Information Governance and for the scrutiny and approval of all Information Governance matters including but not limited to information sharing protocols and information risk management policies has been assigned to an appropriate member, or members, of staff.
14. There are approved and comprehensive Information Governance policies with associated strategies and/or improvement plans.
15. There are documented Information Governance incident management and reporting procedures.

### Security

16. All information assets that hold, or are, personal data are protected by appropriate organisational and technical measures.
17. All new processes, services and systems are developed and implemented in a secure manner.
18. Operating and application information systems that store and process confidential and sensitive information that are used by the organisation to support appropriate access control functionality and documented and managed access rights are in place for all users of these systems.



## Schedule B - Qualifying Standard Regional Health and Social Care Information Sharing Agreement

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19. Policy and procedures are in place to ensure that information technology networks operate securely.
20. The requirements of the Data Security and Protection Toolkit (DSPT) are satisfied.
21. Unauthorised access to the premises, equipment, records and other assets is prevented.

### Training

22. All staff members are provided with appropriate training on information governance requirements.
23. Staff members are provided with clear guidance on keeping personal information secure and on respecting the confidentiality of service users.

### Statement of Compliance

In respect of the organisation's membership of the Regional Health and Social Care Information Sharing Agreement the organisation confirms its satisfactory compliance with the qualifying standard criteria set out in paragraphs 1 to 23 of this schedule above and with the requirements of the General Data Protection Regulation ("GDPR") and associated enabling legislation including but not limited to the Data Protection Act 2018 as amended.

Confirmed by {{!guardian }}  
as Caldicott Guardian / Designated Officer / Data Protection Officer, for and on behalf of  
{{!org }}  
{{!addr }}.

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**End of Schedule B**

# The Agreement Narrative

## Regional Health and Social Care Information Sharing Agreement

### The Agreement Narrative

The Regional Information Governance Steering Group (IGSG) which is chaired by the Chairman of the Berkshire Local Medical Committee at the time of writing manages the agreement and the membership of the agreement on behalf of the members. The Administrator (NHS South, Central and West Commissioning Support Unit at the time of writing) maintains and publishes the agreement documentation and supporting schedules and registers on behalf of the member organisations and IGSG.

Each organisation remains responsible for the control and use of personal confidential data within the organisation as required by the legislation.

This agreement builds on the success of the similarly structured prior agreements for the sharing of information for the provision of care and for secondary uses agreements in use since 2013 and replaces the current 2023 version of the provision of care and secondary uses agreements.

Every health and social care organisation in the country is identifying substantial requirements to share and use personal confidential data in order to achieve planned improvements in care delivery and in financial efficiency.

It is also the case that many opportunities to improve care are delayed or lost due to the challenges associated with designing and agreeing information sharing agreements on a project by project basis.

The aims of the agreement are:

1. To provide a clear framework for the secure sharing of personal confidential data for the delivery of care and for the management of the health and social care system;
2. To accelerate the pace with which regional and local sharing requirements can be agreed; and
3. To reduce the costs of developing and agreeing individual sharing requirements.

Very specifically, this latest iteration of the agreement is designed to better support the development of:

1. Federated working and networks;
2. Integrated working and care delivery models;
3. Real time risk stratification at the point of care for patients with the most complex needs; and
4. Latest guidance on data controllership resulting from the implementation of GDPR.

### Structure of the Agreement

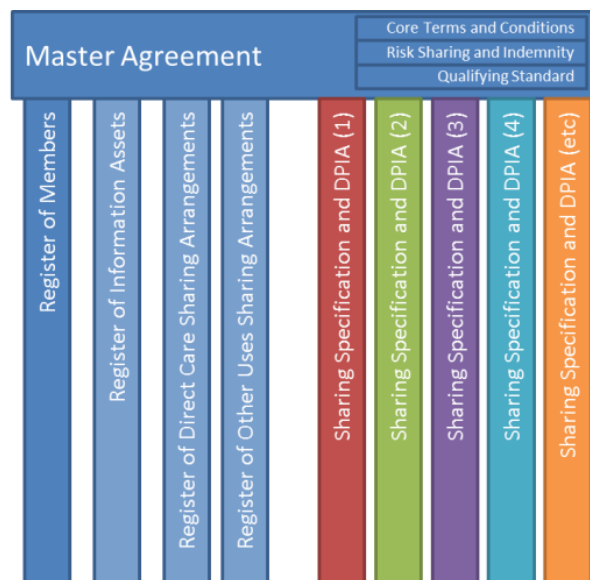
The Regional Health and Social Care Information Sharing Agreement is executed as a subscription agreement. This form of agreement allows controlled processing and sharing to begin as soon as two controllers have signed their sharing documentation. Unlike the traditional multi-party agreement models, processing and sharing does not need to wait until all parties have executed the agreement.

Organisations become members of the agreement by signing up to the master agreement that sets out the scope and terms of membership for the agreement as well as the roles of IGSG, Lead Controllers and the Administrator. The Administrator accepts the new member's signed master agreement on behalf of the members as a whole.

### Implementation

Implementation of the agreement is as follows:

5. Every member of the framework needs to sign the master agreement;
6. The agreement is currently and will in future be presented through an electronic signature process as a single document;
7. Data controller organisations that contribute data to the shared pool as a data flow or information asset are presented with one or more additional documents describing each specific processing and sharing arrangement the controller is expected to contribute to;



8. Where the master agreement and one or more individual processing and sharing arrangement(s) are executed contemporaneously all documents are presented through an electronic signature process as a single document ... with signatures required for each item requiring approval; and
9. Where subsequent individual processing and sharing arrangements are executed non-simultaneously the documents are presented individually through an electronic signature process for approval.