

## Public Health England - 2019-nCoV Rapid Data Sharing Contract

**Parties:** Data Sharing with Local Authority Public Health Teams - this Contract is made between: Public Health England (PHE) and the Data Recipient, Tamara Djuretic.

**Term:** Contract shall commence when the contract has been signed and shared with PHE and shall continue, unless terminated earlier in accordance with the terms of this Contract until 30th September 2020 – or until such time as the Covid-19 – Notice under Regulation 3(4) of the Health Service Control of Patient Information.

### **The Contract specifically:**

- Clarifies the responsibilities and commitments of the parties in relation to the Data, including any specific terms that will apply to the Processing of the Data;
- Imposes confidentiality requirements on the Data Recipient;
- Outlines the data security principles and requirements with which the Data Recipient must comply;
- Sets out the audit rights of PHE; and
- Stipulates arrangements for termination of this Contract and deletion of the Data.

### **Data Recipient Responsibilities:**

- Acknowledge the contribution of PHE in any such publication resulting from the Data shared.
- Ensure that any publication derived from the Data by any party complies with Anonymisation Standard for Publishing Health and Social Care Data.
- Before undertaking any publishing activity using the Data or any derived information, the Data Recipient must undertake an organisational risk assessment exercise to ensure compliance with the terms of this Contract. The Data Recipient must conduct the risk assessment in accordance with the standards set out in the Anonymisation Standard for Publishing Health and Social Care Data.
- Notify any Data Breach to PHE within 24 hours of the Data Recipient discovering any potential or actual Data Breach. Where required under Data Protection Legislation, the Data Recipient shall cooperate with PHE to inform the Data Subjects of any Data Breach.
- Immediately notify PHE if it no longer has a legal basis on which to Process the Data.
- Unless specified in the Purpose or otherwise authorised explicitly by PHE in writing, the Data Recipient must not combine the Data with any other data held by the Data Recipient and must not use or manipulate the Data in any way that re-identifies any individual from the Data.

**Data protection:** Where the Data includes Personal Data – we must store and Process the Data securely, and permanently destroy/delete or erase it when it is no longer needed for the Purpose. Maintain good information governance standards and practices and ensure access to the Data is managed, auditable and restricted to those needing to Process the Data.

**GDPR:** Nothing within the Contract relieves either Party of their own direct responsibilities and liabilities under the Data Protection Act 2018 and the GDPR.

**Objectives for Processing:** The Data Recipient agrees to process the Data only for the purposes agreed with PHE. The Data will be processed for the following Covid-19 Purposes:

- Understanding Covid-19 and risks to public health, trends in Covid-19 and such risks, and controlling and preventing the spread of Covid-19 and such risks;

- Identifying and understanding information about patients with Covid-19 and collecting information about services in relation to testing for Covid-19;
- Monitoring and managing the response to Covid-19 by health and social care bodies in relation to testing for Covid-19;
- Research and planning in relation to testing for Covid-19.

**Method of data transfer:** The Data is categorised as restricted and will be transferred to the Data Recipient by PHE in accordance with the “Guidelines on Use of Encryption to Protect Person Identifiable and Sensitive Information.”