

15 March 2019

**West Kent Community Diabetes Service
Data Sharing Agreement**

between

NHS West Kent Clinical Commissioning Group

and

Maidstone and Tunbridge Wells NHS Trust

and

West Kent Health Limited

and

Kent Community Health NHS Foundation Trust

This Agreement is dated 15 March 2019

PARTIES

(1) NHS West Kent Clinical Commissioning Group, a statutory corporate body established under the Health and Social Care Act 2012 of Wharf House, Medway Wharf Road, Tonbridge, Kent TN9 1RE ("WKCCG")

(2) Maidstone and Tunbridge Wells NHS Trust, a provider of goods and services including hospital accommodation and community health services, for the purposes of the health service, established under Section 5(1) of the National Health Service and Community Care Act 1990 of Maidstone Hospital, Hermitage Lane, Maidstone, Kent ME16 9QQ ("MTW")

(3) West Kent Health Limited incorporated and registered in England and Wales with company number 09377676 whose registered office is C/O Percy Gore & Co, 39 Hawley Square, Margate, Kent, CT9 1NZ ("WKH")

(4) Kent Community Health NHS Foundation Trust a Public Benefit Corporation authorised under the National Health Service Act 2006 to provide goods and services for the purposes of the health service in England of The Oast, Unit D, Hermitage Court, Hermitage Lane, Barming, Maidstone, Kent, ME16 9NT;. ("KCH")

BACKGROUND

- A. The Parties are collaborators in various projects and initiatives for the improvement of the delivery of various health services in Kent.**
- B. The Parties will collaborate with a number of third parties providing medical services who agree to be bound by the terms of this Agreement, each as an Acceding Party.**
- C. In pursuit of the Agreed Purposes the Parties agree to share the Personal Data with one another on terms set out in the Agreement.**
- D. The Parties agree to use the Personal Data within the EEA on the terms set out in this Agreement.**
- E. This is a free-standing Agreement that does not incorporate commercial business terms established by the Parties under separate commercial arrangements.**

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

- a) Acceding Party:** a party that agrees to be bound by the terms of this agreement by entering into an Accession Agreement and "Acceding Parties" will be construed accordingly.
- b) Accession Agreement:** an agreement entered into by an Acceding Party in the form appended at Schedule 4.
- c) Agreed Purposes:** the purposes set out in Schedule 2 of this Agreement.
- d) Agreement:** this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the Parties under separate commercial arrangements.
- e) Business Day:** a day other than a Saturday, Sunday or public holiday in England.
- f) Commencement Date:** 15 March 2019.
- g) Data Discloser:** any Party to this agreement that discloses Shared Personal Data to another Party
- h) Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

- i) **Data Receiver:** any Party receiving Shared Personal Data from another Party pursuant to this Agreement.
 - j) **Original Party:** each of KCH, MTW, WKCG and WKH and “Original Parties” will be construed accordingly.
 - k) **Party:** each Original Party and Acceding Party and “Parties” will be construed accordingly.
 - l) **Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
 - m) **Shared Personal Data:** the personal data and special category personal data to be shared between the Parties under 5 of this Agreement.
 - n) **Single Point of Contact (SPoC):** has the meaning given in clause 3.4.
 - o) **Subject Access Request:** the exercise by a data subject of his or her rights under Article 15 of the GDPR and the DPA 2018.
 - p) **Supervisory Authority:** the relevant supervisory authority in the territories where the Parties to this Agreement are established.
 - q) **Term:** the term starting on the Commencement Date until such time as the Parties complete or otherwise stop pursuing the Agreed Purposes.
- 1.2 **Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing and “appropriate technical and organisational measures”** shall have the meanings given to them in the Data Protection Legislation.
- 1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.5 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 Any words following the terms **including, include, in particular or for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.10 In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules or appendices, the provision in the body of this Agreement shall take precedence.
- 1.11 A reference to **writing or written** includes email.
- 1.12 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

2. DATA DISCLOSER ACCESSION

- 2.1 The Parties shall admit additional parties to this Agreement, each as an Acceding Party, in accordance with this clause 2.
- 2.2 Such admission shall take effect by way of an Accession Agreement prepared and executed by the relevant third party. The Accession Agreement will take effect upon delivery to, and execution by the WKH SPoC at which point the third party shall become an Acceding Party to this Agreement.
- 2.3 Each of the Parties hereby authorises and instructs the WKH, acting through the WKH SPoC or such other person as WKH nominates, to sign any such Accession Agreement on its behalf and undertakes not to withdraw, qualify or

remove any such authority or instruction at any time.

- 2.4 WKH shall update the Parties of the identity of any new Acceding Parties within 1 month of receipt of its execution of the relevant Accession Agreement. WKH shall be entitled to make such notification in respect of multiple Acceding Parties in the same notification.

3. PURPOSE

- 3.1 This Agreement sets out the framework for the sharing of Personal Data when one Controller discloses personal data to another Controller or other Controllers. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 3.2 The Parties consider this data sharing initiative necessary as it is a fundamental requirement of the Parties' initiatives for the improvement of the delivery of various health services in Kent. The aim of the data sharing initiative is to facilitate the cooperation between the Parties in their delivery of healthcare services for the benefit of both individual patients and society as a whole.
- 3.3 The Parties agree to only process Shared Personal Data, as described in Schedule 1 in accordance with the Agreed Purposes and shall not process Shared Personal Data in a way that is incompatible with such purposes described in this clause.
- 3.4 Each Party shall appoint a single point of contact (SPoC) who will work together to reach an Agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the Original Parties are:
- a) KCH SPoC: [NAME, ROLE, TEAM AND CONTACT DETAILS]
 - b) MTW SPoC: General Manager, Acute Medical & Geriatrics Services, Medicines and Emergency Care, 01622 624109
 - c) WKCCG SPOC: [NAME, ROLE, TEAM AND CONTACT DETAILS]
 - d) WKH SPoC: [NAME, ROLE, TEAM AND CONTACT DETAILS]

Each Acceding Party's SPoC is detailed in their Accession Agreement.

4. COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS

- 4.1 Each Party must ensure compliance with applicable national data protection laws at all times during the Term of this Agreement.

5. SHARED PERSONAL DATA

- 5.1 The types of Personal Data specified in Schedule 1 will be shared between the Parties during the Term of this Agreement.
- 5.2 The Parties will comply with any access and processing restrictions as agreed and established by the Parties and set out in Schedule 3.
- 5.3 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

6. LAWFUL, FAIR AND TRANSPARENT PROCESSING

- 6.1 Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 5 during the Term of this Agreement.
- 6.2 Each Party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.
- 6.3 The Parties shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including the transfer of the Shared Personal Data to the other Parties and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer.

7. DATA QUALITY

7.1 The Parties will use all reasonable endeavours to ensure that Shared Personal Data is accurate and each agrees to notify any other Party or Parties concerned in the event that any inaccuracies in the Shared Personal Data are discovered.

8. DATA SUBJECTS' RIGHTS

8.1 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

8.2 The SPoC for each Party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

9. DATA RETENTION AND DELETION

9.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

9.2 Notwithstanding 9.1, Parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.

9.3 The Data Receiver shall ensure that any Shared Personal Data is returned to the Data Discloser or destroyed in the following circumstances:

- a) on termination of the Agreement;
- b) where the Data Receiver is an Acceding Party, upon that Acceding Party's exit from the Agreement pursuant to clause 13.6;
- c) on expiry of the Term of the Agreement;
- d) once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in Schedule 2.

9.4 Following the deletion of Shared Personal Data in accordance with 9.3, the Data Receiver shall notify the Data Discloser that the Shared Personal Data in question has been deleted in accordance with this Agreement.

10. TRANSFERS

10.1 For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by the Data Receiver with a third party, and shall include, but is not limited to, the following:

- a) subcontracting the processing of Shared Personal Data;
- b) granting a third party controller access to the Shared Personal Data.

10.2 If the Data Receiver appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.

10.3 The Data Receiver shall not disclose or transfer Shared Personal Data outside the EEA.

11. SECURITY AND TRAINING

11.1 The Parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:

- a) prevent:
 - i. unauthorised or unlawful processing of the Shared Personal Data; and
 - ii. the accidental loss or destruction of, or damage to, the Shared Personal Data;
- b) ensure a level of security appropriate to:

- i. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- ii. the nature of the Shared Personal Data to be protected.

11.2 The Parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term.

11.3 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with its technical and organisational security measures together with any other applicable national data protection laws and guidance and have entered into confidentiality Agreements relating to the processing of personal data.

11.4 The level, content and regularity of training shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

12. PERSONAL DATA BREACHES AND REPORTING PROCEDURES

12.1 The Parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other Parties of any Personal Data Breach within 24 hours of such breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).

12.2 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

13. REVIEW AND TERMINATION OF AGREEMENT

13.1 In the event that an Original Party terminates the Agreement an amended and updated version of this Agreement will be drafted as soon as practicable and circulated to all other Parties.

13.2 Parties shall review the effectiveness of this data sharing initiative every 12 months and on the removal of a Party, having consideration to the aims and purposes set out in clauses 3.2 and 3.3. The Parties shall continue, amend or terminate the Agreement depending on the outcome of this review.

13.3 The review of the effectiveness of the data sharing initiative will involve assessing whether:

- a) the purposes for which the Shared Personal Data is being processed are still the ones listed in Schedule 2 of this Agreement;
- b) the Shared Personal Data is still as listed in Schedule 1 of this Agreement;
- c) the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
- d) personal data breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.

13.4 Each Party reserves its rights to inspect the other Party's arrangements for the processing of Shared Personal Data and to terminate the Agreement where it considers that the other Party is not processing the Shared Personal Data in accordance with this Agreement.

13.5 This Agreement will automatically terminate at the end of the Term.

13.6 Any Acceding Party may exit this Agreement by serving 3 months' written notice on the WKH SPoC. Upon receipt of such notice WKH will inform the other Parties of that Acceding Parties intention to exit the Agreement. At the end of such notice period, the relevant Acceding Party will cease to be a Party to this Agreement.

14. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE SUPERVISORY AUTHORITY

14.1 In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against any of the Parties, that Party will inform the others about any such disputes or claims as soon as reasonably possible and in any event within 72 hours, and will cooperate with a view to settling them amicably in a timely fashion.

14.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a data

subject or by the Supervisory Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

15. WARRANTIES

- 15.1 Each Party warrants and undertakes that it will:
- a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.
 - b) Make available on request to the data subjects who are third party beneficiaries a copy of this Agreement, unless the Clause contains confidential information.
 - c) Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data.
 - d) Respond to Subject Access Requests in accordance with the Data Protection Legislation.
 - e) Where applicable, maintain registration or pay the appropriate fees with all relevant Supervisory Authorities to process all Shared Personal Data for the Agreed Purposes.
 - f) Take all appropriate steps to ensure compliance with the security measures set out in clause 11 above.
- 15.2 Each Party warrants and undertakes that it is entitled to provide the Shared Personal Data to the Data Receiver and it will ensure that the Shared Personal Data are accurate.
- 15.3 The Parties warrant and undertake to each other that they will not disclose or transfer Shared Personal Data outside the EEA.
- 15.4 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

16. LIABILITY

- 16.1 No Party excludes or limits liability to another Party for:
- a) fraud or fraudulent misrepresentation;
 - b) death or personal injury caused by negligence;
 - c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - d) any matter for which it would be unlawful for the Parties to exclude liability.
- 16.2 Subject to 16.1, no Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for indirect or consequential losses including, without limitation any loss of profits, business, business opportunities, revenue or turnover.
- 16.3 Unless expressly provided otherwise in this agreement, the liability of each Party for their obligations under this agreement shall be several and extend only to any loss or damage arising out of their own breaches.

17. THIRD PARTY RIGHTS

- 17.1 No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

18. VARIATION

- 18.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

19. WAIVER

- 19.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall

constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. SEVERANCE

- 20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 20.2 If any provision or part-provision of this Agreement is deemed deleted under clause 20.124.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. CHANGES TO THE APPLICABLE LAW

- 21.1 If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the new legislation.

22. NO PARTNERSHIP OR AGENCY

- 22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 22.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

23. ENTIRE AGREEMENT

- 23.1 This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 23.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.

24. FURTHER ASSURANCE

- 24.1 Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

25. FORCE MAJEURE

- 25.1 No Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 8 weeks, any Party not affected may terminate this Agreement by giving 14 days' written notice to the affected Party.

26. RIGHTS AND REMEDIES

- 26.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. NOTICE

- 27.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to the SPoCs and shall be:
 - a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if

a company) or its principal place of business (in any other case); or

b) sent by email to the SPoC.

27.2 Any notice shall be deemed to have been received:

a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address; and

b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service and

c) if sent by email, at the time of transmission, save where a notification of delivery failure is received by the sender, or if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2c), business hours means 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

27.4 A notice given under this Agreement is not valid if sent by fax.

28. GOVERNING LAW

28.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

29. JURISDICTION

29.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Claire Ratnayake



for and on behalf of West Kent Health Limited

CEO

Signed by

.....

for and on behalf of Kent Community Health NHS Foundation Trust

Signed by Adam Wickings



for and on behalf of NHS West Kent Clinical Commissioning Group

COO

Signed by [Dr Peter Maskell, Medical Director]

for and on behalf of Maidstone and Tunbridge Wells NHS Trust

A handwritten signature in black ink, consisting of a stylized, cursive name followed by a long horizontal line extending to the right.

Authorised signatory

Schedule 1. PERSONAL DATA

1. Categories of Personal Data

1.1 The following categories of Personal Data in respect of Patients will be shared during the Term of this Agreement:

- a) name;
- b) date of birth;
- c) postal and email addresses; and
- d) telephone numbers.

2. Special Category Personal Data

2.1 The following types of special categories of Personal Data will be shared between the Parties during the Term of this Agreement:

- a) Racial or ethnic origin;
- b) Religious or philosophical beliefs;
- c) Genetic or biometric data which may be used to uniquely identify a natural person;
- d) Data concerning a natural person's physical or mental health or condition or sex life.

Schedule 2. AGREED PURPOSES and LEGAL BASIS FOR SHARING

1. The Agreed Purposes

1.1 The Agreed Purposes are:

- a) the delivery of the Parties' Diabetes Community Service, facilitating the delivery of medical care to diabetic patients; and
- b) the delivery of secondary care outpatient and specialist services within community settings;

The legal basis for sharing personal and special category personal information is that the sharing is necessary for health or social care purposes;

2. Underlying Purposes

2.1 The Agreed Purposes support the performance of other more general purposes including:

- a) To provide direct health or social care to individuals, including mental healthcare;
- b) To support or improve educational provision;

The legal basis for sharing personal and special category personal information is that the sharing is necessary for health or social care purposes;

3. Secondary Use Purposes

3.1 The Agreed Secondary Use purposes include:

- a) To maximise individuals' access to benefits;
- b) To assist individuals with housing
- c) To support individuals in, or into, employment;
- d) To support individuals who are homeless;
- e) To help individuals who have been identified as at risk, or who may be so identified;
- f) To address fuel poverty and water poverty;
- g) To provide counselling services;
- h) To address anti-social behaviour;
- i) To support release from custodial settings;

the sharing is necessary for health or social care purposes;

- j) To safeguard vulnerable adults;
- k) To support vulnerable families;
- l) To safeguard children and young people;
- m) To detect, prevent or provide assistance in cases of domestic abuse;
- n) To support Liaison and Diversion Schemes;

the sharing is necessary to protect the vital interests of an individual (this means to protect the life or physical integrity of an individual);

- o) To aid with the detection or prevention of crime;
- p) To aid with the detection and prevention of non-criminal acts that are nevertheless unlawful;

the sharing is necessary to prevent or detect unlawful acts, including an unlawful failure to act;

the sharing is necessary to protect the public against dishonesty, malpractice or other serious improper conduct;

- q) For reasons related to the detection and prevention of terrorism;
- r) To support the Prevent Strategy;

the sharing is necessary for certain disclosures made under the Terrorism Act 2000 and the Proceeds of Crime Act 2002;

- s) For purposes of immigration control;

the sharing was necessary for the purposes of maintaining effective immigration control, or the investigation or detection of activities that would undermine the maintenance of effective immigration control;

- t) For reasons of public safety and emergency planning;
- u) For reasons of environmental protection;
- v) Enforcement of housing standards;
- w) To assist emergency responders;

the sharing is necessary for reasons of public interest in the area of public health, and is carried out under the responsibility of a health professional or another person who owes the individual a duty of confidentiality;

- x) To enforce professional standards;
- y) To improve the efficiency of service provision;
- z) To improve operational efficiency;
- aa) To facilitate reimbursement of costs or to apply charges for services.

The sharing is necessary because we are carrying out a specific task in the public interest;

- bb) To combat fraud;
- cc) To calculate and levy tax and to investigate matters relating to tax;

the sharing is necessary to prevent fraud;

- dd) For research purposes;

The individual(s) freely consented to the sharing of their personal information.

**Schedule 3. FURTHER DETAIL ON SHARED PERSONAL DATA AND
ACCESS AND PROCESSING RESTRICTIONS**

Not applicable

Schedule 4. DATA DISCLOSER ACCESSION

This Accession Agreement is dated [DATE]

PARTIES

(1) West Kent Health Limited incorporated and registered in England and Wales with company number 09377676 whose registered office is C/O Percy Gore & Co, 39 Hawley Square, Margate, Kent, CT9 1NZ ("WKH")

(2) [PARTNERSHIP NAME] of [PARTNERSHIP ADDRESS] ("New Party")

BACKGROUND

- A. WKH are collaborators with a number of other parties in various projects and initiatives for the improvement of the delivery of various health services in Kent in respect of which they have entered into a data sharing agreement (the "Data Sharing Agreement"), a copy of which is appended to this Accession Agreement.
- B. The New Party wishes to become a party to the Data Sharing Agreement so that it too can collaborate in the provision of medical services with those parties who agree to be bound by the terms of the Data Sharing Agreement.
- C. In Parties therefore agree to enter into this Accession Agreement on the terms set out herein.

AGREED TERMS

- 1. In this Accession Agreement, words and expression defined in or for the purposes of the Data Sharing Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Data Sharing Agreement.
- 2. WKH (acting on its own behalf and on behalf of each of the other Parties) hereby admits the New Party as an Acceding Party under the Data Sharing Agreement with effect from the date of this Accession Agreement on the terms and conditions hereof.
- 3. The New Party hereby accepts its admission as an Acceding Party and undertakes with WKH acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Data Sharing Agreement as an Acceding Party as from the date hereof.
- 4. For all purposes in connection with the Data Sharing Agreement the New Party shall as from the date hereof be treated as if it has been a signatory of the Data Sharing Agreement from the date hereof, and the rights and obligations of the Parties shall be construed accordingly.
- 5. Under the Data Sharing Agreement each Party is required to appoint a single point of contact (SPoC) who will work together to reach an Agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The New Party's SPoC details are as follows:
 - 5.1 NAME: [TO BE COMPLETED]
 - 5.2 ROLE: [TO BE COMPLETED]
 - 5.3 CONTACT DETAILS: [TO BE COMPLETED]
- 6. This Accession Agreement and the Data Sharing Agreement shall be read and construed as one document and references to the Data Sharing Agreement should be read and construed as reference to the Data Sharing Agreement and the Accession Agreement.
- 7. If any provision of this Accession Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Accession Agreement, which shall continue in full force and effect notwithstanding the same. The New Party and WKH (acting on its own behalf and on behalf of each of the other Parties) hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this Accession Agreement, except for such rights, powers or benefits as are

expressly conferred on the Parties and the New Party in accordance with and subject to its terms.

8. This Accession Agreement may be executed in counterparts.
9. This Accession Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the courts of England and Wales only.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [WKH SPoC]

.....

for and on behalf of West Kent Health Limited

Signed for and on behalf of [NAME OF PARTNERSHIP] by [NAME OF PARTNER], a partner

.....

[NOTE: APPEND A COPY OF THE SIGNED AGREEMENT TO THIS FORM OF ACCESSION AGREEMENT WHEN SENT TO A NEW PARTY]