

DATED: 11th June 2025

Joint Controller Agreement

Between

Nottingham and Nottinghamshire Health and Social care Organisations listed

(see Schedule 3 for list of Provider parties to this arrangement)

An addendum to the Notts Care Record DPA

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PART 1

This Agreement is dated 11th June 2025.

1. PARTIES

1. The Providers (listed in Schedule 3), (“Providers”), each a “**Party**” and together the “**Parties**”.

2. BACKGROUND

- A. There is an existing DPA covering the Notts Care Record use case of the Ecosystem Platform (ESP). This joint controller agreement is an addendum to that DPA and covers the use and development of that existing technology to create, edit and share care plans between The Providers (listed in Schedule 3).
- B. The technology underpinning the Ecosystem Platform has been procured from the Humber Teaching NHS Foundation. They are the data processors. The relationship between the Humber Teaching NHS Foundation Trust and the Parties is set out in the DPA that this joint controller agreement is an addendum to.
- C. Where data is entered into the shared care plan by one of the Parties, the Party that created the care plan is a joint controller with the Parties editing and reading(using) the data within the shared care plan.
- D. The Parties consider it is necessary to share certain Personal Data between them within the context of the shared care plan to give effect to the objectives of the Processing. This Joint Controller Arrangement and pre-existing Data Processing Agreement (“Agreement”) sets out the framework for such use, including the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- E. Where the Parties are **Joint Controllers** Parts 1,2,3 and the Schedules shall apply.

3. DEFINITIONS AND INTERPRETATION

- 3.1 Unless specifically provided for in this Agreement, the following terms shall have the following meanings:

“**Agreed Purposes**” has the meaning given in clause 7;

“**Commencement Date**” has the meaning given in clause 5.1;

“**Controller**”, “**Joint Controllers**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” (including “**Process**” and “**Processed**”), and “**Special Categories of Personal Data**” have the meaning given in the UK GDPR;

| | |
|---|---|
| “Data Opt-Out” | means the mechanism by which patients can opt-out of any of their data being shared in all use cases of the Ecosystem Platform. |
| “Data Protection Law” | means, for the periods in which they are in force in the United Kingdom, the DPA 2018, the UK GDPR, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to Processing of Personal Data and privacy; |
| “Data Subject” or “Patient” | means a natural person 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; |
| “Data Subject Request” | means a request from a Data Subject under Data Protection Law; |
| “DPA 2018” | means the Data Protection Act 2018; |
| “Ecosystem Platform” | also known as the “ESP” is the underpinning technology created by the Humber Teaching NHS Foundation Trust. The shared care plan functionality is one use case of that technology. |
| “Interoperability Programme Board” | The Interoperability Programme board comprises nominated representatives of all provider signatories in Schedule 3 together with other data controllers that use the ESP. The Interoperability Programme Board will be responsible for ensuring that the contractual terms are met in respect of data protection laws, for monitoring and reporting on compliance, collaboration where desirable, and identifying changes to processing activities. |
| “Responsible Controller” | has the meaning given in clause 11.7. |
| “Shared Care Plan(s)” | means the care plan that is available for editing and viewing to the parties outlined in schedule 3, using the technology of the ESP to do so. |
| “Third Party Communication” | has the meaning given in clause 11.5. |
| “UK GDPR” | means the GDPR as implemented into UK law by the DPA 2018 and as amended by the Data Protection, Privacy and Electronic |

- 3.2 The following rules of interpretation apply to this Agreement:
 - 3.2.1 clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement.
 - 3.2.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 3.2.3 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;
 - 3.2.4 unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular;
 - 3.2.5 a reference to a statute, statutory provision or other legal instrument is a reference to it as amended, extended, or re-enacted from time to time; and
 - 3.2.6 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3.3 In the event and to the extent of a conflict between:
 - 3.3.1 the main body of this Agreement and the Schedules, except as expressly stated otherwise, the main body of this Agreement shall prevail to the extent of such conflict
- 4. SCOPE AND APPLICATION
 - 4.1 This Agreement applies to the processing of Personal Data with the shared care plan functionality of the Notts Care Record within the Ecosystem Platform.
 - 4.2 For the purpose of Data Protection Laws, this Arrangement shall prevail in the event of a conflict with any other agreement between the Parties regarding the Ecosystem Platform.
- 5. COMMENCEMENT AND DURATION
 - 5.1 This Agreement shall commence on the date set out at the top of it (the “**Commencement Date**”) and shall continue in accordance with its terms.
- 6. PATIENT AND REGULATORY ENGAGEMENT
 - 6.1 Prior to the commencement of Processing, in respect of the activities contemplated by this Agreement, the Parties shall cooperate with each other to:
 - 6.1.1 conduct patient engagement activities to assist the Parties in considering the views of patients; and
 - 6.1.2 develop supporting materials for the provision of information to patients regarding the Processing of personal data within the shared care plan;
 - 6.1.3 For a period of not less than eight weeks, promote by all reasonably available and effective communication channels with patients and the public the proposed processing activity,

purpose, risks and expected benefits using a layered approach and notifying and explaining the right and process for opting out.

- 6.2 Following the commencement of processing activity, the Parties will continue to promote the proposed processing activity in accordance with their duty of transparency

7. AGREED PURPOSES

- 7.1 The Parties agree to only Process personal data within the shared care plan under this Agreement for the provision of health and social treatment and care. This is the **“Agreed Purpose”**.

PART 2 – APPLICABLE WHERE A JOINT CONTROLLER RELATIONSHIP EXISTS

8. LAWFUL BASES FOR PROCESSING AND CLASSIFICATION OF PARTIES

- 8.1 The lawful bases for each Party’s Processing of Personal Data and the classification of the Parties for the purposes of Data Protection Law under this Agreement is set out in Schedule 2.

9. Provider’s Responsibility for Patient-Facing Communications

9.1 Generally

- 9.1.1 Except where expressly stated in this Agreement or agreed by the Parties in writing, all Parties shall be responsible for all communications with Data Subjects relating to:

- (a) the provision of information to Data Subjects in accordance with Article 13 and 14 of the UK GDPR;
- (b) responding to Data Subject Requests as set out in clause 9.2;
- (c) notifying Data Subjects of a Personal Data Breach where such notification is required by Data Protection Law.

- 9.1.2 Notwithstanding the above, each of the Parties acknowledges that a Data Subject may exercise its rights under Data Protection Law against and of the Parties in respect of the personal data held in the shared care record processed under this Agreement and nothing in this Agreement shall prevent either Party from complying with its obligations under Data Protection Law.

9.2 Data Subject Requests

- 9.2.1 If any Party receives a Data Subject Request related to the data within the shared care plan:

- (a) it shall notify the other parties within five (5) Business Days of receiving the Data Subject Request;
- (b) As each Party is a joint data controller, each Party shall be responsible for responding to the Data Subject Request received by them;
- (c) Potentially any data within a care plan can be requested by a Data Subject and therefore the Party that received the Data Subject Request will disclose any relevant data held within a care plan, unless an exemption applies.

- (d) The Party that received the Data Subject Access Request shall keep the other Parties reasonably informed as to the status and resolution of the Data Subject Request.

10. DATA MINIMISATION (INCLUDING OPT-OUT)

- 10.1 Taking into the cost of implementation and the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for rights and freedoms of Data Subjects each Party shall implement appropriate technical and organisational measures, to ensure that the use of Personal Data in relation to the processing is minimised.
 - 10.1.1 The measures implemented by the Humber Teaching NHS Foundation Trust as the Processor are outlined in the DPA that this agreement is an addendum to.
- 10.2 Before any Personal Data is shared by the Parties within the shared care plans, the Parties shall:
 - 10.2.1 implement data minimisation measures as required by this clause 8 and as may be agreed by the Parties from time to time to ensure only approved data is loaded to the shared care plan; and
- 10.3 Each Party shall periodically review data minimisation measures implemented in accordance with this clause 8, and may agree with the other Parties further steps to be taken to ensure the minimisation of Personal Data within the shared care plan as may be required by Data Protection Law and in any case no less than every three years.

11. GENERAL OBLIGATIONS OF THE PARTIES

- 11.1 Each Party shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or accidental access, loss, alteration, disclosure, destruction or other unauthorised or unlawful forms of Processing.
 - 11.1.1 The measures implemented by the Humber Teaching NHS Foundation Trust as the Processor are outlined in the DPA that this agreement is an addendum to.
- 11.2 Each Party shall ensure that its personnel who have access to the personal data within the shared care plan for the performance of this Agreement are under an obligation of confidentiality and ensure that such access is limited to those individuals who need to know and access the shared care plan.
- 11.3 Upon becoming aware of a Personal Data Breach relating to the data within the shared care plan, each Party shall:
 - 11.3.1 notify the other Parties in writing without undue delay, and in any event within forty-eight (48) hours, (such notification to include the provision of information as is required under Data Protection Law in respect of the Personal Data Breach);
 - 11.3.2 promptly take reasonable steps to investigate, mitigate and remediate the Personal Data Breach; and
 - 11.3.3 provide reasonable assistance to the other Parties, in relation the other Party's efforts to investigate, mitigate and remediate the Personal Data Breach.

- 11.4 Each Party shall notify the other Parties in writing within five (5) Business Days if it receives a **“Third Party Communication”** including but not limited to:
 - 11.4.1 any communication from the ICO or any other regulatory authority in connection with the data within the shared care plan or;
 - 11.4.2 a request from any third party for disclosure of the data within the shared care plan where compliance with such request is required or purported to be required by Applicable Law,
- 11.5 Each Party shall provide the other Parties with reasonable assistance in responding to any Third Party Communication and shall work with the other Party to determine the most appropriate Controller to respond to any Third Party Communication (the **“Responsible Controller”**) provided that nothing in this Agreement shall prevent a Party from responding to a Third Party Communication to the extent required by Applicable Law.
- 11.6 The Responsible Controller shall keep the other Parties informed as to the status of the resolution of any Third-Party Communication, and the Parties shall provide all such assistance to one another as may be reasonably requested in respect of the same.
- 11.7 Each Party shall provide reasonable assistance to the other Parties in ensuring compliance with its obligations under Data Protection Law taking into account the nature of the Processing for the purposes of this Agreement and the information available to it, including in respect of each Party’s obligations as set out in this Agreement relating to:
 - 11.7.1 security of Processing;
 - 11.7.2 notification of a Personal Data Breach to the ICO;
 - 11.7.3 communication of a Personal Data Breach to the affected Data Subjects; and
 - 11.7.4 Data Protection Impact Assessments and any subsequent consultations with the ICO.
- 11.8 Each Party shall provide the other Parties with such information as the other Party may reasonably request to demonstrate compliance with this Agreement, and if the requesting Party (acting reasonably) considers that such information does not demonstrate the other Party’s compliance with this Agreement, to allow for audits, including inspections, by the requesting Party or an auditor mandated by the requesting Party to verify the other Party’s compliance with this Agreement subject to:
 - 11.8.1 such audit or inspection being conducted during the other Party’s usual business hours and on reasonable advance notice; and
 - 11.8.2 the Party conducting the audit and any third-party auditor:
 - 11.8.3 using reasonable endeavours to minimise any disruption on the other Parties’ business; and
 - 11.8.4 complying with any reasonable requirements imposed by the other Party to protect the safety, integrity and security of its premises and systems, and the confidentiality of the other Parties’ or third-party confidential information.
- 11.9 Each Party shall bear its own costs of any audit or inspection under clause 11.9, unless the audit or inspection was conducted by an independent third party and such third party determines the audited Party has materially breached its obligations under this Agreement in which case the audited Party shall reimburse the auditing Party in respect of its reasonable and properly incurred costs of engaging such third party to conduct such audit or inspection.

- 11.10 The Parties shall keep this Agreement under review and either Party may request a change to this Agreement as may be reasonably required to comply with Data Protection Law. Upon receipt of such a request from a Party, the Parties shall discuss and consider such request in good faith and do all things reasonably necessary to comply with Data Protection Law, including varying this Agreement or entering into any subsequent agreements.

12. JOINT CONTROLLERS

- 12.1 Each Party acknowledges and agrees that there is a common objective in respect of the Processing and are Joint Controllers for the purpose of Data Protection Law in respect of such Processing.

- 12.2 Each of the Parties shall perform the obligations allocated to it the table below following allocation of responsibilities in accordance with Article 26 of the UK GDPR:

| Compliance obligation | Responsible Party |
|--|-------------------|
| Publicise a contact point for Data Subjects to facilitate the exercise of their rights in relation to the Processing under this Agreement. | All Parties |
| Upon request, make available to Data Subjects a summary of the arrangement between the Parties under this Agreement, such summary to be in a form agreed by the Parties. | All Parties |
| Supplying initial dataset on Data Subject | All Parties |
| Maintaining transparency material online to meet A13 and A14 requirements | All Parties |

13. USE OF PROCESSORS

- 13.1 The data processor is the Interweave Consortium (Formerly the Yorkshire and Humber Care Record and owned by the Humber Teaching NHS Foundation Trust) and they provide all the infrastructure required for the Ecosystem Platform, including the use case of shared care plans.
- 13.2 The relationship between the Parties, processor and sub processors are outlined in the DPA that this is an addendum to.

14. DATA RETENTION AND DELETION

- 14.1 The Parties shall not retain or Process the data in the shared care plan for longer than necessary in accordance with the NHSE Records Management Code of Practice.

PART 3 – APPLICABLE TO ALL

15. RECORDS

- 15.1 Each Party shall maintain such records as required by Data Protection Law in respect of its Processing of the personal data within the shared care plan and as may be reasonably necessary to demonstrate its compliance with this Agreement.

16. REVIEW OF THIS AGREEMENT

- 16.1 The effectiveness of this Agreement shall be reviewed from time to time at such intervals as may be agreed by the Interoperability Programme Board, having consideration to the Permitted Purposes and whether any amendments may be necessary to this Agreement. This review will involve assessing whether:

16.1.1 this Agreement needs to be updated to comply with any amendments to Data Protection Law; and

16.1.2 Personal Data Breaches have been handled in accordance with this Agreement.

17. WARRANTIES

- 17.1 Each Party represents and warrants to the other Parties that:

17.1.1 it has full capacity to enter into and perform this Agreement which has been duly executed by the required corporate action;

17.1.2 entry into and performance of this Agreement does and will not violate or be subject to any restriction in or by any other agreement or obligation.

18. LIMITATION AND EXCLUSION OF LIABILITY

18.1 Each Party's liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise shall be limited costs incurred by the other parties as a direct result of negligence of the Party, including failure to comply with this Agreement

18.2 Each Party is responsible for the cost of remedying any non-compliance with Data Protection Laws determined the responsibility of that Party by this Arrangement. Liability under this Arrangement for each Party is limited to that which arises from a breach of Data Protection Laws.

18.3 Any liability arising from processing activity undertaken under this Arrangement shall be determined by the roles and responsibilities of each Party in line with Article 82 of UK GDPR.

19. TERMINATION

19.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Parties:

19.1.1 if a Party commits a material breach of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ninety (90) days after being notified in writing to do so;

- 19.1.2 if a Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 19.1.3 if a Party is subject to an Insolvency Event;
- 19.1.4 if there is a change of control of a Party excluding any intra-group reorganisation (or similar) of such other Party; or
- 19.1.5 in accordance with clause 21.
- 19.2 If the Commissioning Contract with the Humber Teaching NHS Foundation Trust terminates for any reason this Agreement shall terminate automatically at the same time as the effective date of termination of the Commissioning Contract without any further action required by either Party.
- 19.3 Each Party's rights to terminate this Agreement set out in this clause 20 shall not affect any other right or remedy available to it including those arising under this Agreement prior to termination.

20. CONSEQUENCES OF TERMINATION

Upon termination or expiry of this Agreement:

- 20.1 The shared care plan will no longer be able to be updated by any of the Parties.
- 20.2 The shared care plan within the ESP will be deleted after the 8-year retention period within the NHSE Records Management Code of Practice.
- 20.3 The subscriptions that have been set up will stop within 30 days.

Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

21. FORCE MAJEURE

- 21.1 Non-performance or delay of any Party will be excused to the extent that performance is caused by any circumstance beyond Party's reasonable control, including strike, fire, natural disaster, governmental acts, orders or restrictions, failure of suppliers or subcontractors. In such circumstances the affected Party shall be entitled to a reasonable extension of time for performance. If the period of non-performance or delay continues for ninety (90) days, the Party not affected may terminate this Agreement immediately on written notice to the affected Party.

22. ASSIGNMENT AND OTHER DEALINGS

- 22.1 Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written approval of the other Party, except as expressly permitted by clause 22.2.
- 22.2 A Party may, upon written notice to the other Parties and subject to the prior written approval of the other Parties (such approval not to be unreasonably withheld or delayed),

assign or otherwise transfer this Agreement to any of its affiliates or in connection with a change of control transaction (whether by merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise). For clarity, where such assignment or transfer would give rise to a breach of obligations in relation to Data Protection Law or other Applicable Law or may already affect any research ethics approvals or would not be expected in accordance with the common law duty of confidentiality, such grounds shall amongst other matters be considered reasonable for refusing approval to such assignment or transfer. Any assignment or other transfer in violation of this clause will be void.

22.3 This Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

23. VARIATION

23.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties.

24. NOTICES

24.1 All notices required or permitted under this Agreement and all requests for approvals, consents and waivers must be delivered by a method providing for proof of delivery. Any notice or request will be deemed to have been given on the date of delivery. Notices and requests must be delivered to the Parties at the addresses on the first page of this Agreement until a different address has been designated by notice to the other Parties.

25. SEVERANCE

25.1 If any provision of this Agreement is found to be unenforceable, such provision will be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and this Agreement will otherwise remain in full force and effect.

26. RELATIONSHIP OF THE PARTIES

26.1 The Parties are and will be independent contractors and neither Party has any right, power, or authority to act or create any obligation on behalf of the other Parties.

27. RIGHTS AND REMEDIES

27.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. WAIVER

28.1 No term or provision of this Agreement will be deemed waived and no breach will be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

29. COUNTERPARTS

29.1 This Agreement may be executed in counterparts (which may be exchanged by facsimile or .pdf copies), each of which will be deemed an original, but all of which together will constitute the same Agreement.

30. THIRD PARTY RIGHTS

- 30.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

31. FURTHER ASSURANCE

- 31.1 Each Party shall use 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.

32. ENTIRE AGREEMENT

- 32.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to its subject matter.

- 32.2 Each Party acknowledges that in entering into this Agreement it does not rely upon, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

33. GOVERNING LAW AND DISPUTE RESOLUTION

33.1 Governing law

- 33.1.1 This Agreement and all matters arising out of or in connection with it, including any Dispute and any dispute resolution procedure provided for in this Agreement, shall be governed by, and construed in accordance with, the law of England and Wales.

33.2 Dispute resolution:

- 33.2.1 The Parties shall resolve any Disputes in accordance with the DPA terms

34. SCHEDULE 1: DATA PROCESSING PARTICULARS

1. PERSONAL DATA TO BE PROCESSED

- 1.1 This Schedule describes the types of Personal Data that may be Processed under this Agreement. The Parties may agree to amend the descriptions in this clause at any time with the approval of the Parties.
- 1.2 For clarity, the Personal Data Processed under this Agreement shall be subject to the data minimisation measures described in clause 7.
- 1.3 Personal Data to be Processed under this Agreement may include data from the following sources:

| |
|--|
| Information taken from a Parties' Electronic Patient Record |
| Health and Care Professionals that have been given access to the shared care plan by their organisation. |

- 1.4 The creation of a shared care plan and the resulting inclusion of personal data of any natural person under the age of 16 should be considered on a case by case basis.
- 1.5 This joint controller agreement covers the About Me pilot, but also all future use cases of the care plan functionality. This list is an attempt to list all the possible data fields that might occur in any care plan.

| Data | Date | Setting |
|--|---|--|
| Patients (which includes >> · About Me including people who care for a patient · Appointments · Encounters · Allergies and Intolerances · Conditions /diagnoses · Clinical Impressions · Observations · Diagnostic Reports · Medications prescribed · Patient preferences e.g for End of Life · Care Plans of various types such as About Me, End of life · Questionnaires (that support care plans, appointments etc) · Care Teams Responsible · Referral Requests · Tasks requested or planned · Outcomes of tasks | From individual data providers go live. | Multiple – could be acute, ambulance, general practice, community, mental health or social care. |

| | | |
|--|--|--|
| <ul style="list-style-type: none"> · Flags (including the soon to be available national flags such as Child Protection Information Sharing (CP-IS) flag, Female Genital Mutilation (FGM), Reasonable Adjustment Digital Flag etc) · Type of discharge required e.g. supported · Inpatient spell · Assessment including Discharge to Assess · Discharge Plan · Discharge tasks · Documents such as discharge summaries | | |
|--|--|--|

35. SCHEDULE 2: PROCESSING OPERATIONS

2A PROCESSING OPERATION A

Processing Operation: Creating a shared care plan

Performed by: the staff member employed by a Party who has identified that a shared care plan would be appropriate for the data subject.

Classification of Parties: All parties who create, read (use) and edit are joint data controllers of the shared care plan that is created.

Lawful Bases for Processing: -Article 6(1)(e) and Article 9(2)(h)

Compliance with Principles

Principle 1 – Processing is lawful, fair and Transparent:

The shared care plan is an extension of the Notts Care Record use case of the ESP. Each organisation has already communicated with its service users about the ESP and specifically the first use case of the Notts Care Record. All Parties' privacy statements include the contact details of the BAU IG team so data subjects can easily action their rights under UKGDPR.

Principle 2 – Collected for specific, explicit and legitimate purposes:

Personal data within the shared care plan is only used for the purposes of providing direct health and care services to the individual and to help the individual manage their health and care. It may also be used for the care provided solely by one provider BUT the safety of that care is affected by the information available in other health and care providers records, so it is part of direct care, but not true shared care.

It is not used for further purposes.

Principle 3 – Adequate relevant and not excessive:

This processing will only involve personal data provided by the professionals who are involved in the care of the data subject. They are trained to only record the data that is necessary for the shared care plan.

Principle 4 – Accurate and up to date:

Only professionals who have been given access to the shared care plan will be able to add data to the shared care plan. They will follow the same data accuracy guidance that is live in their employing organisation.

An audit log will ensure that users of the shared care plan are aware of what data items were added when and by whom.

Principle 5 – Kept for no longer than is necessary:

The shared care plan will be kept for 8 years after the last access date by Providers. It will also be kept as visible and not editable for 8 years after this agreement ends.

Principle 6 – Processed securely:

The DPA that is an addendum to outlines the strong technical and organisational controls that The Humber Teaching NHS Foundation Trust has put in place and the assurance of the strong technical and organisational controls that their sub processors have in place.

2B PROCESSING OPERATION B

Processing Operation: Maintaining a shared care plan.

Performed by: the parties who are contributing to the provision of health and/or care services to the data subject by contributing to a shared care plan.

Classification of Parties: All parties who create, read (use) and edit are joint data controllers of the shared care plan that is created.

Lawful Bases for Processing: -Article 6(1)(e) and Article 9(2)(h)

Compliance with Principles

Principle 1 – Processing is lawful, fair and Transparent:

The shared care plan is an extension of the Notts Care Record use case of the ESP. Each organisation has already communicated with its service users about the ESP and specifically the first use case of the Notts Care Record. All Parties' privacy statements include the contact details of the BAU IG team so data subjects can easily action their rights under UKGDPR.

Principle 2 – Collected for specific, explicit and legitimate purposes:

Personal data within the shared care plan is only used for the purposes of providing health and care services to the individual to help the individual manage their health and care. It may also be used for the care provided solely by one provider BUT the safety of that care is affected by the information available in other health and care providers records so it is part of direct care, but not true shared care.

It is not used for further purposes.

Principle 3 – Adequate relevant and not excessive:

This processing will only involve personal data provided by the professionals who are involved in the care of the data subject. They are trained to only record the data that is necessary for the shared care plan.

Principle 4 – Accurate and up to date:

Only professionals who have been given access to the shared care plan will be able to add data to the shared care plan. They will follow the same data accuracy guidance that is live in their employing organisation.

An audit log will ensure that users of the shared care plan are aware of what data items were added when and by whom.

Principle 5 – Kept for no longer than is necessary:

The shared care plan will be kept for 8 years after the last access date by Providers. It will also be kept as visible and not editable for 8 years after this agreement ends.

Principle 6 – Processed securely:

The DPA that is an addendum to outlines the strong technical and organisational controls that The Humber Teaching NHS Foundation Trust has put in place and the assurance of the strong technical and organisational controls that their sub processors have in place.

36. SCHEDULE 3: SIGNATORIES TO JOINT CONTROLLER ARRANGEMENT

NB: Each Party will sign this document, the Senior IG Officer for Digital Notts will compile the signatures and then distribute the fully signed version.

Saxon Cross Surgery

Stapleford Car Centre

Church Street

Stapleford

Nottingham NG9 8DA

Executed by: Keely Wilson

NAME OF SIGNATORY: Keely Wilson

TITLE OF SIGNATORY: Practice Manager