

DATA SHARING AGREEMENT

This Agreement sets out the agreed roles and responsibilities of the controllers for demonstrating compliance with the UK data protection legislation.

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1. Parties:

.1.1. See Appendices A (Participants) and B (Additional Authorities).

.1.2. For accountability purposes, NHS GM acts as the representative for the controllers or “lead controller” for certain elements as set out within this DSA. See Paragraph 4 below.

2. Glossary

.2.1. In this DSA, the defined terms shall have the meaning given to them in the table below:

| | |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional Authorities | means the health and social care organisations commissioned by GM to provide services to patients who have signed a Joining Form; |
| Authorities | means the Participants and the Additional Authorities; |
| DSA | means this data sharing agreement and its appendices; |
| GMCR | means the Greater Manchester Care Record, |
| GMCR Solution | means the IT solution provided by Graphnet that facilitates the GMCR; |
| GMSS | means Greater Manchester Shared Services, an organisation that was hosted by the NCA and that merged into NHS GM on 1 July 2022; |
| Graphnet | means Graphnet Health Limited, the provider of the GMCR Solution; |
| Graphnet GMCR Contract | means the managed services contract between Graphnet and GMSS hosted by the NCA dated 25 August 2021 for the provision, hosting and support of the GMCR Solution (as amended) which was automatically novated from the NCA to NHS GM on 1 st July 2022; |
| ICP | means the Integrated Care Partnership, a statutory committee, bringing together all health and care system partners to produce a health and care strategy; |
| ICS | means the Integrated Care System, and includes the NHS GM and ICP; |
| Joining Form | means the form to be signed by any Additional Authorities wishing to be added as a user of the GMCR Solution in the form set out in Appendix C; |
| Joint Controller Agreement | means any of the joint controller agreements including the Rules of Engagement which has been entered into by the Participants to have access to the GMCR Solution; |
| lead controller | means NHS GM and its nominees and any successor bodies which are to take over any of the functions performed by the lead controller subject to adequate governance; |
| NCA | means the Northern Care Alliance NHS Foundation Trust |
| NHS GM | means NHS Greater Manchester Integrated Care, see link here . NHS GM is a statutory body with the general function of arranging for the provision of services for the purposes of the health service in England and is an NHS body for the purposes of the 2006 Act |
| Participant(s) | means the joint data controllers which as users of the GMCR are parties to the Joint Controller Agreement (irrespective of whether acting as a contributor of data, consumer of data, manager of data or otherwise); |
| patient | means a patient, or customer/client of social care services in receipt of health and/or care services within Greater Manchester |
| Rules of Engagement | means the rules set out in Appendix B to this DSA |
| SSO | means Single Sign-On; and |

| | |
|---------|--------------------------------------------------------------------------------------------|
| UK GDPR | means the retained EU law version of the General Data Protection Regulation (EU) 2016/679. |
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3. Purpose and objectives of the information sharing

.3.1.. GM has implemented the GMCR Solution across the Participants. The purpose of the GMCR Solution is to allow the safe flow of patient data between care settings, and the aggregation of data for population health. This data sharing is subject to a rigorous information governance framework and all parties have signed up or are in the process of signing the Joint Controller Agreement that controls the use of the GMCR Solution across all the joint controllers.

.3.2. Whilst the Joint Controller Agreement focusses on the Participants, from time to time, GM also uses the services of neighbouring health and care authorities for the provision of care to patients. In accordance with the Information Governance Framework for Integrated Health and Care: Shared Care Records¹, these Additional Authorities are not expected to enter into the joint controller agreement as the remit of their intervention is more particularly defined and their access is read only, i.e. access is given for information purposes, we are not expecting these Additional Authorities' data to flow into the GMCR Solution.

.3.3. As at the date of this DSA, there are 2 in scope:

- Community Pharmacies are commissioned by NHS England to provide dispensing and additional services to patients, for example, advice and other support for patients in the community setting. They are also key partners in emerging primary care networks. Community Pharmacies are already included as Authorised Service Recipients but will be required to complete the GMCR onboarding form to capture the relevant due diligence relating to their IG compliance.
- Pennine MSK Partnership Limited which has been appointed to provide specialized health services regarding musculoskeletal disorders to GM's registered population in Oldham.

.3.4. The purpose and conditions to the Community Pharmacies and Pennine MSK Partnership Limited's access is more particularly set out in Appendix D and Appendix E to this DSA.

.3.5. Their rights and obligations as well as the allocation of responsibilities between the lead controller, the Participants and these Additional Authorities are more particularly set out in this DSA.

.3.6. It is also noted that other health and care authorities outside of GM may have a need to access the GMCR Solution for the provision of outsourced services to patients. To ease the administration of these new joiners, this DSA further delegates authority to the lead controller to enter into a Joining Addendum with the new Additional Authority subject to appropriate governance.

¹ <https://transform.england.nhs.uk/information-governance/guidance/summary-of-information-governance-framework-shared-care-records/>

4. Controllers

List here all the organisations which are controllers and for which purposes, as part of this agreement.

- .4.1. All the Participants to the Joint Controller Agreement including the lead controller whose details are listed in Appendix A; and.
- .4.2. The Additional Authorities as stated in the relevant Joining Addendums.
- .4.3. For accountability purposes, the lead controller manages the Graphnet GMCR Contract and has ultimate oversight of the GMCR Solution. As such, the lead controller is a party to all data sharing agreements relating to the GMCR Solution in order to ensure that these are put in place, are kept up to date and that their provisions are enforced.

5. Processors

List here all organisations acting as processors and sub-processors as part of the agreement. Describe which purpose they relate to and which controllers they report to.

- .5.1. Graphnet Health Limited ("**Graphnet**") is the provider of the GMCR Solution and is a party to the Graphnet GMCR Contract with NHS GM. This contract covers all the Participants.
- .5.2. Graphnet is using Microsoft Azure as its cloud provider and therefore Microsoft Azure is acting as a sub-processor.

6. Data items to be processed

List here all the data items you plan to process. Describe the detail of each item and your justification. Include confirmation that there is a signed DPIA where one is needed.

The data items to be processed include the following

As set out in Appendix D and Appendix E and any further Joining Addendums.

7. Article 6 Condition: Personal data

State which Article 6 condition, (legal basis) is met. One from the list below must apply whenever you process personal data. Delete those which do not apply

- .7.1. Article 6 1.(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

8. Article 9 condition: Special categories of personal data

From the list below, state here which Article 9 condition, (conditions for processing special category data) is met. Delete those which do not apply

- .8.1. Article 9 2. (h) Health or social care (with a basis in law): (preventive or occupational

medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services)

9. Individual rights and preferences

Explain how individual rights and preferences will be managed by the parties to this agreement.

For each below, say how the right will be managed or why it is not applicable.

Individual right

.9.1.The right to be informed: See section 11 on transparency

.9.2.The right of access.

.9.3.The right to rectification.

.9.4.The right to erasure

.9.5.The right to restrict processing

.9.6.The right to portability

.9.7.The right to object

.9.8.Rights in relation to automated decision-making profiling

Section 11 addresses the right to be informed and transparency. For the other individual rights, these are addressed as part of the general management of the GMCR Solution in the Joint Controller Agreement. The Additional Authorities, who are not feeding any data, must address any queries to the lead controller and, where appropriate and straightforward, the relevant Participants contributing the data.

Please state here how you will manage any complaints raised regarding the proposed data sharing:

.9.9.Complaints regarding the GMCR Solution and/or the use of the data on the GMCR Solution will be directed to the lead controller who will liaise with the relevant Authorities to manage the complaints with those concerned by it.

Does the National Data Opt-out apply to proposed purposes for data sharing? If yes, please state how these will be managed:

.9.10. The National Data Opt-out does not apply to the proposed purposes for data sharing: there is no new data feed and use of the Participants' data feeds is for direct care purposes only.

10. Compliance with duty of confidentiality or right to privacy

Please state here how you will be satisfying the duty of confidentiality. This must be in addition to how you have already explained meeting data protection requirements to process personal data.

Consent: / Statutory Gateway (for example approval under section 251 of the NHS Act 2006):

Please provide an explanation if you are relying on statutory gateway. Describe which you are using and confirm whether it sets aside the common law duty of confidentiality.

.10.1. Consent can be implied for the purposes of direct care. The Health & Social Care Act 2012 as amended by the Health & Social Care (Safety & Quality) Act 2015 supports the 7th Caldicott principle 'The duty to share information can be as important as the duty to protect it'.

.10.2. The duty is and remains subject to the requirement that the disclosure is likely to facilitate the provision to the individual of health services or adult social care in England, is in the individual's best interests and the individual has not objected, or would be likely to object, to the disclosure of the information.

Is there any interference with Human Rights Article 8? If yes, describe and explain why it is necessary to interfere with human rights and why it is proportionate to do so.

.10.3. Considering the proposed use for direct care, any interference with Article 8 of the Human Rights Act can be considered to be an appropriate balance of the individual's rights.

11. Transparency

Describe here how you will communicate with the public. For example, update privacy notice, patient information leaflets, posters, information on websites.

.11.1. The use in scope of this DSA is for direct care and therefore in scope of the current GM-wide communication campaign. Critically it needs to ensure that all Additional Authorities are included within the scope of this campaign and that the focus is on the provision of care to patients regardless of whether provided by the Participants or by the Additional Authorities.

.11.2. Authorities must also refer to Section 5 on transparency in the Rules of Engagement as regards their role and responsibilities in that respect.

12. How will the data sharing be carried out?

Describe the mechanism by which you will share data. Give an explanation of why this is secure and which organisation is responsible for ensuring security.

Describe how you will share any outputs or analysis and explain why this is secure, necessary and proportionate.

Describe the frequency you expect to share data including the security precautions you will use proportionate to the level of frequency.

Explain whether any information is being transferred outside the EU and, if so, relevant safeguards (this is to ensure compliance with Article 45 of the GDPR).

- .12.1. Data is already hosted and always remains on the GMCR Solution. The Additional Authorities will be able to access the GMCR Solution to view, at the point of care, the data relevant to the care of the patients referred to them.

13. Accuracy of the data being shared

Describe the processes or procedures that you will follow to make sure that the data you hold and share is accurate. Explain how you will share any updates with all recipients of the data.

- .13.1. Participants are responsible for the accuracy of the data shared on the GMCR Solution.

14. Rectification of data that has been shared

Describe the procedures that are in place or will be put in place, for the parties to this agreement to rectify:

- *inaccurate data that has been shared*
- *data that has been identified as inaccurate after sharing*

This is separate to the individual's right to rectification.

- .14.1. The lead controller coordinates queries and ensures that the Participants comply with their obligations under the Joint Controller Agreement and associated Rules of Engagement and that the Additional Authorities address any comments or requests raised by Patients to the lead controller and/or Participants as appropriate:

- If there is any inaccuracy with the data, the Additional Authorities should liaise with the Participants; and
- If these inaccuracies impact on several Participants, then it should also involve the lead controller.

- .14.2. As it is not their data, it is not expected for the Additional Authorities to answer queries directly themselves.

15. Retention and disposal requirements for the information to be shared.

If applicable, explain how you plan to return information to the source organisations.

- .15.1. Each GM Authority retains its data in accordance with the Records Management Code of Practice for Health and Social Care (2021) as further set out in the JCA. Additional Authorities do not contribute any data and the processing in scope of this DSA is not subject to any additional retention or disposal requirements.

16. Breach management

Outline the process for how any breach of data security or confidentiality will be managed by relevant parties.

- .16.1. Any incidents occurring as a result of this DSA should be reported to the lead controller who will then inform all the Participants and the Additional Authorities. They will then pass on the information in accordance with incident reporting proce-

dures within their own organisation if appropriate. All the Participants and the Additional Authorities agree to share information with the lead controller in order to help investigate any such incidents.

17. State what each organisation will be responsible for by the terms of this agreement

For example, organisation A will deal with complaints, organisation B will handle risk.

- .17.1. All parties must comply with the terms of this DSA.
- .17.2. The Additional Authorities acknowledge that the Participants are bound by the JCA including the Rules of Engagement attached in Annex C. As a condition to the use of the GMCR Solution, the Additional Authorities agree to comply with the sections of the Rules of Engagement which are relevant to them and more particularly sections 2.7, 2.8, 3.1, 3.4, 3.12, 4.2, 4.5-4.13, 5, 6, 7 and 8. All references to Participants in the Rules of Engagement shall therefore also include the Additional Authorities for the purpose of this DSA.
- .17.3. The lead controller has oversight of the Participants' compliance with their responsibilities pursuant to the Joint Controller Agreement and the parties' compliance with this DSA. It is also responsible for investigating complaints and dealing with data subject queries (liaising with the Participants and the Additional Authorities as appropriate to process the queries).

18. Contacts – Information Governance (IG) and Caldicott Guardian

List here the IG contacts for each organisation.

- .18.1. Contacts are listed in Appendix A and in the Joining Addendums

19. Start date of the agreement

State the date of when the agreement will come into force.

- .19.1. This DSA is due to take effect on [to be confirmed]

20. Review of the agreement

State if and when the agreement will be reviewed, and the role of the person who will conduct the review.

- .20.1. The lead controller together with the Digital Office, and more particularly Jenny Spiers, Head of IG, GM Digital Office in consultation with the GMCR Oversight Board will ensure that this DSA remains complete and up to date.

21. Review period

If applicable, state how long any review period will be.

- .21.1. This DSA will be reviewed after 12 months and every 12 months thereafter unless otherwise agreed through governance.

22. Variation

State here if the any party can vary the terms of this agreement. Describe how this will be done.

- .22.1. Variation of the terms shall be raised at the GMCR Board and led by or on behalf of the lead controller. No variation of these terms shall take effect without the Authorities' written consent.
- .22.2. Each Authority further grants permission to the lead controller to add Additional Authorities to this DSA by entering into a Joining Addendum on behalf of the Participants following directions from appropriate governance.

23. Ending the agreement

State how a party can end their participation in the agreement, and how data will be managed by the exiting party.

- .23.1. This DSA by its nature is there to remain for the duration of the GMCR Solution and the duration of the legal basis of the proposed use as described in Appendices E and F and any additional Joining Forms.
- .23.2. If, however, after having joined the GMCR,
 - the reason for the Additional Authority to access the data ceases, then the relevant Authority (ies) shall liaise with the lead controller to ensure that the Additional Authority no longer has access to the GMCR Solution; or
 - an Additional Authority wishes to withdraw from the use of the GMCR Solution, it may do so by contacting the lead controller and providing at least 30 days' notice. The lead controller will then ensure that, subject to all appropriate clinical safety reviews, all interfaces will be disabled, and any rights of access are disabled and disable access. However, please note that this will not affect the lawfulness of any processing carried out before expiry of the notice period.

24. End date

State the date the agreement ends.

This DSA will remain in place for the duration of the GMCR Solution.

25. Signatories

- .25.1. The Parties must sign where indicated in Appendix A and the Joining Addendums together with confirming the name of their IG Contact, Caldicott Guardian, SIRO Contact.
- .25.2. This DSA may be executed in any number of counterparts, each of which will be regarded as an original, but all of which together will constitute one agreement binding on the Authorities, notwithstanding that the Authorities are not signatories to the same counterpart.

APPENDIX A – LIST OF PARTICIPANTS SIGNING THIS DSA AND IG AND CALDICOTT GUARDIAN CONTACTS

| Name of organisation | IG contact | Caldicott Guardian contacts | SIRO Contact | Name and position of the signatory | Signature |
|----------------------|------------|-----------------------------|--------------|------------------------------------|-------------------------|
| 1. | | | | | <div></div> Date: _____ |

APPENDIX B - RULES OF ENGAGEMENT RELATING TO THE GM CARE RECORD

This document describes the responsibilities (as applicable to each role) of the Participants in the GM Care Record (GMCR) Solution. It is an appendix to the Joint Controller Agreement between all the Participants by sharing and accessing data on the GMCR Solution. Its acceptance is a condition to the use of the GMCR Solution.

1. Definitions

1.1. See the Glossary in Appendix D to the JCA.

2. Data Quality and Input

Quality of care is at the very heart of all we do in our roles as health and care providers and commissioners of the same and data quality is inextricably linked to that. This is why all Participants are required to accept the following responsibilities.

- 2.1. Each Participant needs to use all reasonable endeavours to ensure the reliability of their data sources and must apply all reasonable checks and controls to be satisfied that the data it feeds in to the GMCR Solution is complete, accurate and of the necessary quality.
- 2.2. Each Participant must take all such steps to ensure that it does not do or fail to do anything that does or could result in the data extract failing to match what is in their source record.
- 2.3. Any quality issues requiring action from the lead controller and/or another Participant of which it becomes aware (regardless of cause or fault) must be reported to the lead controller as soon as possible (and preferably within two (2) business days) so that the lead controller can take this up with the relevant Participant(s) and get it remedied. This includes data that should have been removed from the GMCR Solution but which is still held in the GMCR Solution.
- 2.4. Each Participant must apply the accurate codes against relevant entries to ensure that that data that cannot be lawfully shared is not inadvertently transferred into the GMCR Solution.
- 2.5. Each Participant must promptly update any data requiring rectification brought to its attention by or on behalf of the lead controller.
- 2.6. Each Participant acknowledges that, where applicable, a minimum dataset has been recommended to them (i.e., the lead controller's view of what the minimum necessary data is for the purposes of the GMCR, following directions from appropriate governance). Any data which the Participant decides to share beyond the scope of the minimum data set, is shared at the Participant's discretion and risk, and it is their responsibility to ensure that all such additional sharing is in accordance with data protection laws.
- 2.7. Each Participant will nominate a key contact to deal with queries regarding GMCR.
- 2.8. Each Participant shall have an appropriate information assurance framework in place, including, as a minimum, the Data Security and Protection Toolkit, and commits to meet these standards (or to have an approved action plan in place to meet them).

3. Management and oversight

We want all Participants to be able to focus their time and attention on what they do best - delivering great patient care. However, proper management and oversight of the GMCR Solution is also very important, which is why Participants must agree to the following.

- 3.1. Each Participant acknowledges the appointment of the lead controller as the lead for the GMCR Solution and agrees that the lead controller has the overall management responsibility and oversight role for use of the GMCR Solution and the Analytics Platforms.
- 3.2. The lead controller will take the necessary steps to consult with each Participant when new access is being granted to share Participant data.
- 3.3. The lead controller will take necessary steps to ensure that each new Participant is bound by the appropriate terms and maintains evidence of this.
- 3.4. Each Participant acknowledges that the lead controller will (whether via the GMCR Solution itself and/or via any other electronic or easily accessible means) publicise the participation of each Participant in the GMCR to all other Participants and GM citizens more broadly (as the same may change from time to time), to ensure that there is transparency at all times of who is contributing to, using and managing the data.
- 3.5. Each Participant agrees (subject to any upheld objection or valid patient opt-outs as further considered in Section 4) to the copying of all or any of the data provided by the Participant into the BI databases of the GMCR Solution and the Analytics Platforms.
- 3.6. Data on the Analytics Platforms may then be used for any lawful purposes (whether permitted by data protection legislation or any other applicable law), as determined by the lead controller following directions from appropriate governance. A Participant's data on the Analytics Platforms will only be shared subject to confirmation that the DPIA is approved from appropriate governance and/or with the relevant GM Data Access Committee approval, or in the case of a Local Authority, by confirmation that the DPIA has been approved in accordance with its internal governance arrangements.
- 3.7. The lead controller may also provide for the pseudonymisation or anonymisation of such data.
- 3.8. The Participant agrees that the lead controller shall then be entitled to act as gatekeeper for the permitted access and uses of the Data held in the GMCR and flowing into the Analytics Platforms, subject to decisions made by the GM Data Access Committee and appropriate controls. Permitted access includes access by public sector organisations outside of GM, universities and or charities (particularly those providing NHS funded care) or commercial organisations provided that, for the latter, access to the data is limited to de-identified data only. For any other access, consent of the Participants will be required.
- 3.9. The lead controller is entitled to delete any data uploaded to the GMCR Solution to the extent that it considers that the volume and/or type of such data goes beyond what is required for the purposes of GMCR, following consultation with the relevant data controllers and directions from appropriate governance.
- 3.10. The lead controller in consultation with relevant social care and analytical experts will recommend minimum data sets per feed as agreed following due governance by the relevant Information Governance and health and care leads.

- 3.11. The lead controller will provide management reports to the Participants advising them of its general audit and compliance activities, and including those relating to any investigation into (and the findings of any such investigation of) the actions or omissions of any particular Participant or Participants but will not do so without having first consulted with the Participant(s) which is the subject of the investigation.
- 3.12. Unless the Participant can reasonably justify any non-compliance with these Rules of Engagement, the lead controller will escalate this as an issue through governance and, ultimately, where all other options have been exhausted and the safety and integrity of the GMCR Solution is at risk, withdraw the Participant's permission to participate as further set out in Section 8.6 below on Disputes. The lead controller is entitled to include specific warning (on the GMCR Solution itself and/or elsewhere) that the Participant has declined to contribute and/or comply with these Rules of Engagement.

4. Use of GMCR Solution

It is vital to maintaining the trust and confidence that patients, carers and other users of health and care related services place in us, that every Participant recognises the utmost importance of the appropriateness of its use of the GMCR Solution. These responsibilities aim to support that.

- 4.1. Each Participant must update and keep regularly updated its own privacy notices and any other privacy and confidentiality-related communications with patients, carers and other users of its services so that they clearly and accurately disclose the Participant's role as a Participant in the GMCR and the sharing of data through the use of the GMCR Solution including GP Connect with other Participants and other third parties in the GMCR and the Analytics Platforms. This update to the Participants' privacy notice will need to direct Patients to the relevant care records' website and all the up-to-date information on processing it contains. It is for each Participant to satisfy itself that it complies with its obligations under data protection legislation and any other such similar legislation when sharing and using data processed by the GMCR Solution. It is the lead controller's responsibility to ensure that a transparency notice is created and maintain for the GMCR's website to include all of the information that controllers are required to provide under the UK data protection legislation.
- 4.2. Each Participant must also clearly and prominently display, use and/or otherwise signpost patients, carers and other users of its services to any communication materials provided by the lead controller regarding the GMCR, the GMCR Solution and/or the Analytics Platforms and maintain a narrative consistent with those materials when dealing with any queries made directly to it.
- 4.3. Each Participant is responsible for making it clear to their patients, carers and other users of its services that they have a right to object to the sharing of their data for direct care purposes or opt-out from the use of their data for Secondary Uses under the National Data Opt-Out or the local opt-out within Greater Manchester that can be applied by NHS GM Unless there is an overriding public interest in breaching their civil right to confidentiality (direct care, risk to public health, etc.), their wish should be respected as further set out in the relevant DPIAs. For Patients who lack capacity it is generally deemed to be in their best interests to have their relevant health and care information shared.
- 4.4. Each Participant must apply local controls where a patient has objected from the sharing of data and this has been upheld to ensure data is not unduly extracted to the GMCR Solution. Each Participant must also notify the lead controller of any such objections so it can do

periodic checks to ensure data has not somehow made its way into the GMCR Solution. By contrast, the National Data Opt-out is managed nationally and the GMCR Solution has the appropriate interfaces to ensure compliance.

- 4.5. Each Participant is at all times liable for their appropriate use of the data within the GMCR Solution and therefore must have processes in place to ensure only those of their end users who have a “need to know” for the purposes of their role are given access.
- 4.6. Each Participant is responsible for ensuring that neither it nor any of its users attempt to circumvent any restrictions and/or conditions and/or other controls imposed on that Participant’s scope of use of the GMCR Solution, including those attaching to its rights of access and the type of data it is permitted to see/use.
- 4.7. Unless automatically actioned via the lead controller (or the source systems where SSO applies), each Participant must promptly inform the lead controller when end users leave and ensure that all access rights are stopped. Each Participant must also always notify the lead controller if they become aware of any out-of-date access rights relating to any other Participants’ end user access to the GMCR Solution.
- 4.8. Use of the GMCR Solution and the data it contains is not a substitute for each Participant making its own enquiries and using its own knowledge, expertise and experience in

⁷ Local Health and Care Records, Guidance on Meeting the duty of transparency dated 30 September 2019 – Not yet publicly available but can be requested via ig@healthinnovationmanchester.com.

providing health and care-related services to patients, carers and other users of its services.

- 4.9. Each Participant acknowledges that the lead controller does not and is not responsible for checking the quality, accuracy and/or completeness of the data held within the GMCR Solution. The GMCR Solution is not a complete record and may contain errors or omissions including those attributable to errors or omissions in the source systems (of the Participant itself or other Participants) from which data has been drawn or as introduced by contributors to the data and records held in the GMCR Solution.
- 4.10. Each Participant and their users are expected, whenever they are in the presence of a patient, carer or other user of the Participant’s health and care-related services (whether face to face or remotely, for example during an online meeting or telephone call) to verbally inform the same of their use the GMCR Solution for those purposes.
- 4.11. Each Participant must keep a record of its processing in accordance with the requirements of the UK GDPR.
- 4.12. Each Participant must ensure that its users attend such training as is reasonably required for the proper use of the GMCR Solution.
- 4.13. Each Participant should carry out regular audits of its users’ activities to ensure compliance with these Rules of Engagement and notify the lead controller as soon as possible if it discovers a breach or any security issues or flaws so they can be investigated. This includes any breach or security issues or flaws in respect of the Participant’s own internal IT and other systems, where such breach or security issue or flaw does or could have an adverse impact on the GMCR Solution and the data extracted to and/or otherwise held within the GMCR Solution.

5. Transparency, Data Subject Access Requests and other similar enquiries

The purpose of the GMCR must be made transparent to the general public and GMCR must be able to respond promptly and efficiently to patients, carers and other users of health and care services exercising their rights of access in respect of their personal data. The following process will help to ensure that this happens, in respect of all data held in the GMCR Solution.

5.1. Each Participant:

- 5.1.1. must ensure that its privacy notices duly refer to the GMCR Solution GP Connect and the Analytics Platforms in accordance with Section 4.1;
- 5.1.2. acknowledges that the nature, purpose and scope of the GMCR and the Analytics Platforms will be made public via a broad range of marketing and communications campaigns which may include all or any of the following: website(s), radio announcements, press interviews, posters and leaflets, advertising hoardings, and other such similar marketing and communication items and materials; and
- 5.1.3. agrees that, in support of the aim of the GMCR Solution and the Analytics Platforms to ensure that there is full transparency at all times of who is contributing to and using and managing the data, the lead controller will (whether via the GMCR-specific website and/or via any other website, and/or via any other electronic or easily accessible means) make public each Participant's participation in the GMCR Solution and the Analytics Platforms.

5.2. Whilst under Article 15 of the UK GDPR, data subjects have the right to send a data access subject request to any controllers, each Participant agrees that data subjects will be directed to contact the lead controller for requests or queries that go beyond their own data feed into the GMCR and the lead controller is entitled to respond to data subject access requests (or other such similar enquiries relating to the exercise of individuals' rights under data protection or other legislation) regarding data processed using the GMCR and/or the Analytics Platforms. Indeed, individual Participants can reply to a Data Subject Access Request in relation to the data they themselves contribute to the GMCR and are unlikely to have the relevant information otherwise. Only the lead controller, subject to Section **Error! Reference source not found.** 5.3 below, is in a position to provide an overall response in relation to the GMCR Solution. Each Participant further agrees that the lead controller is entitled to inform data subjects of the identity(ies) of the Participant(s) and any other Participant to whom the data has been disclosed so that the data subject may also contact them, if they wish to do so. Final responses will be shared with all relevant Participants.

5.3. The lead controller agrees that it will:

- 5.3.1. liaise with all Participants contributing the data in question to co-ordinate the response and ensure no disclosure where this could cause harm or distress to the data subject (e.g., not to a parent or carer because of safeguarding concerns) or result in confidential third-party data being disclosed; and
- 5.3.2. advise data subjects that it can only provide a list of participants feeding data into the GMCR Solution. To access a copy of the data held in the GMCR Solution they would need to contact the relevant Participant.

- 5.4. The lead controller is the primary point of contact to respond to FOIA requests regarding the GMCR Solution and the Analytics Platforms. Where a request relates to the use of the GMCR Solution and the other platforms, the Participant acknowledges that they are unlikely to hold all the relevant information and they should inform the applicant of the same and direct them to address their request to the lead controller. Notwithstanding the above, where a Participant receives a request for information pertaining to its own use of the GMCR Solution, they shall use reasonable endeavours to consult with the lead controller prior to disclosure (as appropriate) and provide the lead controller with a copy of their response. In the event of a disagreement as to the content of such disclosure, the parties agree to escalate their concerns to an appropriate forum albeit the lead controller accepts that the final decision as to whether to release the information will remain with the Participant, having considered the exemptions and related public interest and prejudice tests under the Act.

6. Lead Controller

The success of the GMCR lies in its deeply collaborative nature. Whilst the lead controller acts as the ultimate escalation and supervisory point, it is not acting in silo. Clarity as to its role is critical. It must also strive to implement the Participants' decisions and duly report to them as further outlined below.

- 6.1. Each Participant acknowledges that the lead controller's role in managing and overseeing the use of the GMCR Solution and the Analytics Platforms will be guided and supported by the various Boards described in the Governance Model set out in Annex 1. The lead controller agrees that, in performing its management and oversight role, it shall (to the extent applicable, given their specific terms of reference) enter into consultations with each such Board and seek to implement any recommendations or actions suggested by the same.
- 6.2. The lead controller shall be responsible for entering into the provider contracts for the platforms including the Graphnet GMCR Contract and the lead controller agrees that it shall use its reasonable endeavours to manage and enforce the same for the benefit of all Participants using the GMCR Solution. Each Participant agrees that, to the extent reasonably required by the lead controller, they shall at all times co-operate with and provide all necessary information to the lead controller to enable the lead controller to do this.
- 6.3. The lead controller further provides level 2 support via NHS GM IT Support and will triage calls from Participants before escalating to Graphnet as required, the terms of which are agreed outside of these Rules of Engagement.
- 6.4. The lead controller, following approval from appropriate governance, grants and withdraws permissions for use of the GMCR Solution, determines the particular scope of use for each Participant and sets the general rules of use for the GMCR Solution and the data held within it (as set out in section 4 of these Rules of Engagement).
- 6.5. The lead controller is also accountable and responsible for the use of the Analytics Platforms and the data held within it subject to the scrutiny and controls of the GM DAC.

7. Governance and escalation

The lead controller relies on a web of governance boards to ensure that the voices of the appropriate and relevant decision makers are heard and that the specialist opinions and concerns of the Participants (in all their breadths and depths) are duly considered. Adherence to that governance model is paramount to the success of the GMCR.

- 7.1. Each Participant understands and accepts that the use of the GMCR Solution is subject to the governance model outlined in Annex 1 which each Participant agrees to comply with.
- 7.2. Each Participant should keep itself updated on the developments of the GMCR Solution, with the option available to receive regular stakeholder briefs. All compliance related activities, minutes of meetings and other relevant information relating to the GMCR Solution will be made available by contacting Health Innovation Manchester via gmdigital@healthinnovationmanchester.com.

8. Disputes and Breaches

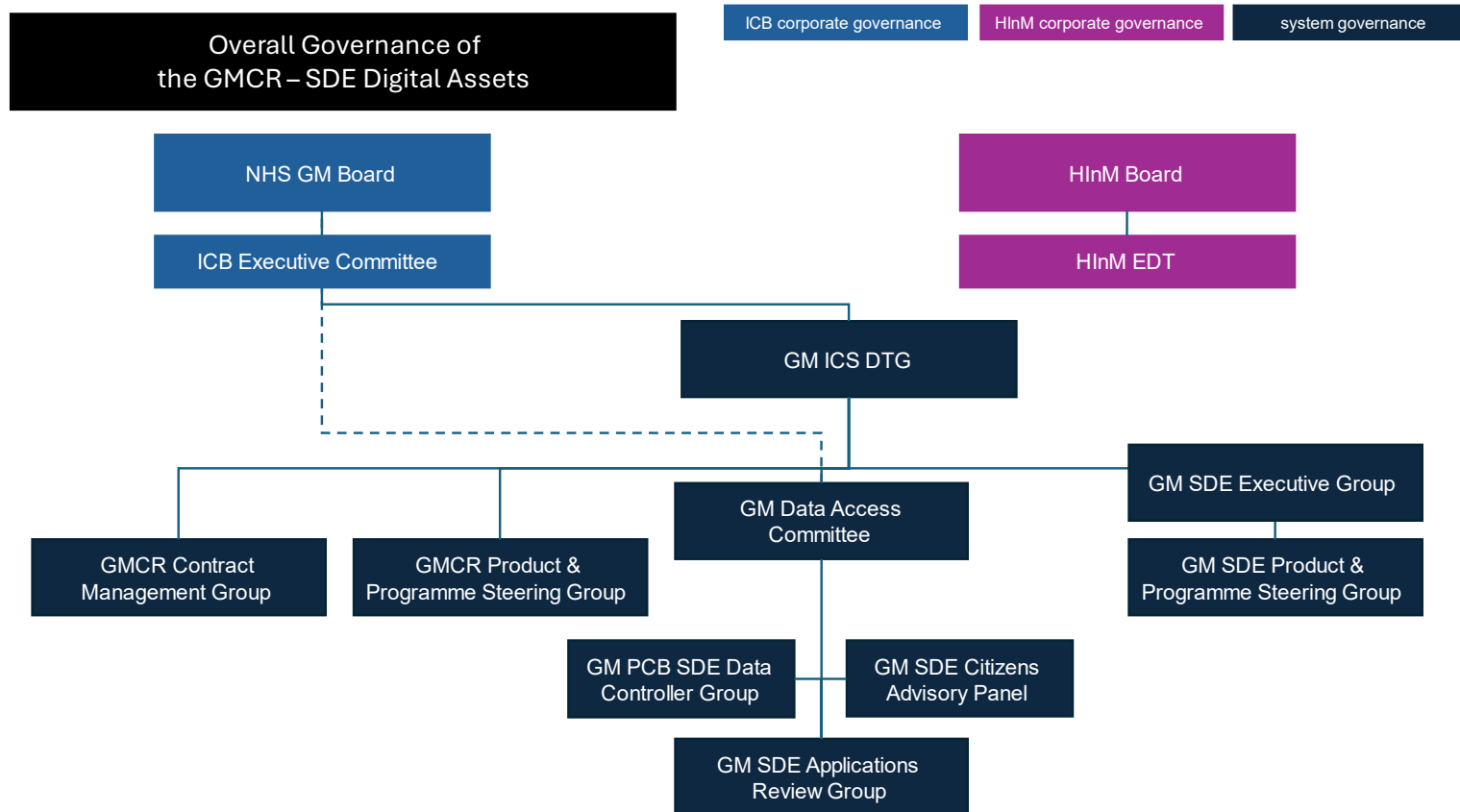
These responsibilities are intended to support a prompt return to the smooth functioning of the GMCR and use of the GMCR Solution in circumstances where problems or issues arise, including those relating to failure to adhere to these Rules of Engagement.

- 8.1. Each Participant must promptly notify the lead controller at nhs.gmcrproductteam@nhs.net if it becomes aware of any breach of these Rules of Engagement, whether by the Participant itself or any other Participant.
- 8.2. Each Participant must promptly notify the lead controller if:
 - 8.2.1. it becomes the subject of any ICO investigation, financial penalty, enforcement action or has to give an undertaking to ICO ("ICO Dealing"); or
 - 8.2.2. it becomes aware of a breach of security (in which case, such notification to be no later than 24 hours from first becoming aware) other than in circumstances where the Participant is confident that such ICO Dealing, or breach of security does not have any impact on the GMCR and/or the data held on the GMCR Solution of these Rules of Engagement. For the purpose of this section, a breach of security means the occurrence of: (a) any unauthorised access to or use of the Participant's services, system and/or any information or data; (b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data.
- 8.3. Each Participant acknowledges that the lead controller and other Participants will not get involved in disputes between a Participant and data subjects unless this impacts on the GMCR Solution. If that happens, the lead controller shall be entitled to suspend processing of the data in question and pass back to the relevant Participant for resolution.
- 8.4. Each Participant also acknowledges that the lead controller will not get involved in disputes between Participants. However, it is each Participant's responsibility to notify the lead controller if there is a dispute regarding the use of records held in the GMCR Solution, so it is aware of the issue. The lead controller shall also be entitled (upon receipt of written request of any of the parties in dispute, advising the lead controller of the dispute and the particular data in question) to suspend processing of the data in question and to keep the other Participants informed of the dispute.

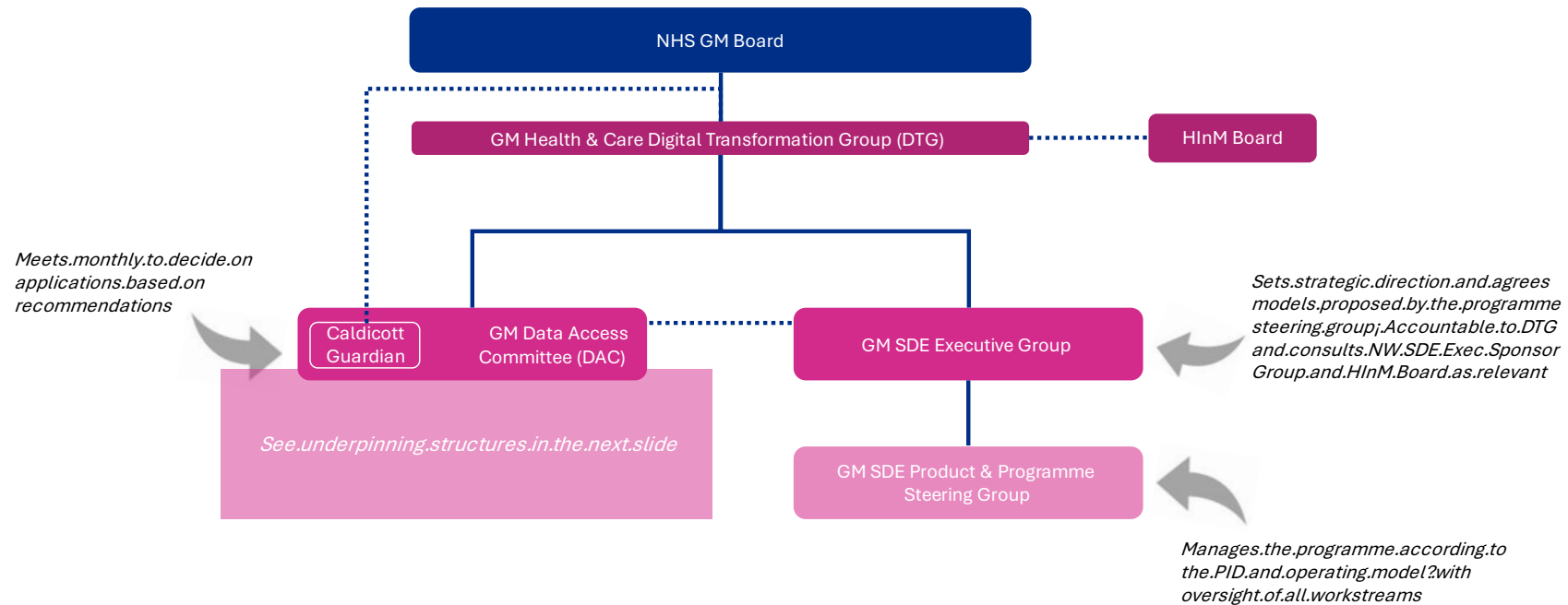
- 8.5. Each Participant acknowledges that, if there are any claims relating to the GMCR Solution and/or the Analytics Platforms including any breach of security regarding the GMCR or the data held in the GMCR Solution, the lead controller:
- 8.5.1. will investigate and consult with the relevant Participant(s) but ultimately has the right to determine in compliance with all laws how to handle it, including whether it needs to be reported to the ICO and/or data subjects should be notified. This is without prejudice to the Participant's own ability to notify the regulator where it believes it has suffered a breach of security.
- 8.6. Each Participant acknowledges that, ultimately, in the event of a serious breach or repeated non-compliance with these Rules of Engagement, the lead controller has the right to determine whether to remove Participants from accessing and/or contributing to the GMCR Solution. The lead controller is also entitled to temporarily suspend the Participant's use of the GMCR Solution whilst it conducts its investigations into any particular matter. However, the lead controller will always afford a Participant the opportunity to make representations as to why the lead controller should not remove the Participant from accessing and/or contributing to the GMCR Solution and will give due consideration to any explanations, reasons and/or mitigations offered by the Participant. The lead controller shall be free to seek any other Participant's views before coming to a determination and may conclude that minor infringements may be fixed with more training or that more complex issues may need to be assessed by a governance board first.

Annex 1 – Governance Model (Currently under review in consultation with relevant stakeholders)

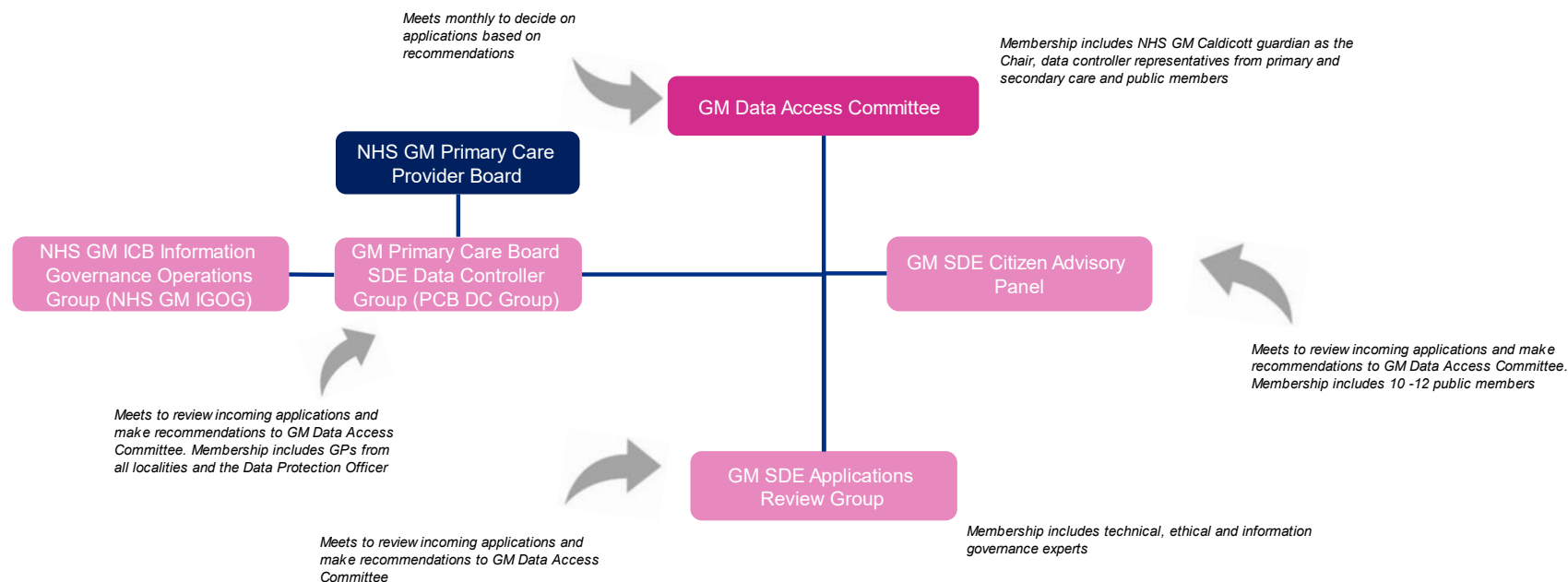
Locality governance around adult social care data use is being developed. As Local authorities are created by statute, decision making delegated to Officers cannot easily be further delegated. Arrangements are being developed within each locality which will ensure that local authority decisions are taken in accordance with the law and each local authorities Constitution.



GM SDE Governance



Closer look: GM Data Access Governance



APPENDIX C – FORM OF JOINING ADDENDUM

| | |
|--------------------------------|-------|
| Name of Additional Authority | |
| Commissioner | |
| Purpose of the Access | |
| Access required | |
| Approx no. of users | |
| ICO Registration | |
| DSP Toolkit | |
| Start Date of Access | |
| End Date of Access | |
| IG Contact and/or DPO | |
| Caldicott Guardian | |
| SIRO Contact | |
| Name and position of Signatory | |
| Signature | |

APPENDIX D - Joining Addendum - Pennine MSK Partnership Limited

| | |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Additional Authority | Pennine MSK Partnership Limited |
| Commissioner | NHS GM – Oldham (formerly Oldham CCG) |
| Purpose of the Access | Pennine MSK Partnership (PMSKP) is commissioned to provide an integrated musculoskeletal, rheumatology and persistent pain service by the former NHS Oldham CCG (now NHS GM - Oldham). PMSKP works in partnership with the Northern Care Alliance, Pennine Care Foundation Trust and Primary Care in Oldham to deliver pre-operative out-patient Orthopaedic pathways including direct listing for procedures. PMSKP delivers rheumatology care in its entirety in the community and shares care with Primary Care for DMARD monitoring and also provides local care for patients attending the specialist tertiary centres in GM for patients with complex connective tissue disease. PMSKP also delivers the community Tier 2 level of the IASP model for persistent pain management working in collaboration with the Tier 3 service at the Royal Oldham Hospital. The ability to check in real time a patient's current problem list, medication, recent investigations, recent or planned interventions etc. will further support this integration and patient safety. |
| Access required | Oldham GP registered patients only. Access is limited to only those individuals that are being seen within the service via single sign on. |
| Approx no. of users | |
| ICO Registration | Z3410642 Date registered: 08 November 2012 date of renewal 7 November 2022 |
| DSP Toolkit | 21/22 Standards Exceeded – published 30/06/2022 |
| Start Date of Access | |
| End Date of Access | |
| IG Contact and/or DPO | This.dpo@nhs.net |
| Caldicott Guardian | Jill Firth |
| SIRO Contact | Ann Todd (Ruth Holden from December 2022) |
| Name and position of Signatory | |
| Signature | |

APPENDIX E – JOINING ADDENDUM - GM WIDE COMMUNITY PHARMACIES

| | |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Additional Authority | Pharmacists in Community Pharmacies as noted in the following DPIA: Community Pharmacy DPIA - GMCR22 |
| Commissioner | NHS Integrated Care Boards/Local Authorities/NHS England |
| Purpose of the Access | To provide joined up care across a new sector which previously did not have access, further detailed in the DPIA and section 3.3 of this document. |
| Access required | GM wide access is being provided to Pharmacies as the patients they encounter are unlikely to be bound only to locality. Access is provided by Single Sign On, meaning the access is linked to singular accounts and opened from the patient record. |
| Approx no. of users | Access being provided across approx. 600 pharmacies to registered pharmacists, contingent on their engagement with the onboarding process. |
| ICO Registration | As per pharmacy within DPIA. |
| DSP Toolkit | As per pharmacy within DPIA. |
| Start Date of Access | As per pharmacy within DPIA. |
| End Date of Access | As per pharmacy within DPIA. |
| IG Contact and/or DPO | As per pharmacy within DPIA. |
| Caldicott Guardian | As per pharmacy within DPIA. |
| SIRO Contact | As per pharmacy within DPIA. |
| Name and position of Signatory | |
| Signature | |