

**Data Access Request Form (DARF)**

Applicants should ensure that they have reviewed the information available on HQIP’s website [Data access requests – HQIP](https://www.hqip.org.uk/national-programmes/accessing-ncapop-data/#.ZBB7XpHP02w) and have discussed this request with the organisation(s) commissioned by HQIP to deliver the relevant clinical audit or clinical outcome review programme. The audit or clinical outcome review programme acts as data processor to HQIP and is referred to as the ‘data provider’ for the purpose of this data access request.

Once completed please return this signed form to datasharing@hqip.org.uk

**All sections within this form are mandatory unless specifically stated otherwise. Unless this form is completed in full, it will be returned to the applicant which will extend the time to data receipt.**

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| ***For HQIP office use only*** |
| **HQIP application number** | Click or tap here to enter text. | **Date of submission to HQIP** | Click or tap to enter a date. |
| **If applicable, any linked application number(s)** | Click or tap here to enter text. | **Charging category** | Click or tap here to enter text. |
| **Tracking history** | Click or tap here to enter text. |
| **Expiry date*****(standard expiry date is 12 months from the date of HQIP’s signature)*** | Click or tap to enter a date. |

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| **Section 1** | **Primary applicant information** |
| **Title of project** | Click or tap here to enter text. |
| **Name of primary applicant organisation** | Click or tap here to enter text. |
| **Name of any partner organisation (s) if applicable***(ensure partner form also completed)* | Click or tap here to enter text. |
| **Address of primary applicant organisation** | Click or tap here to enter text. |
| **Primary contact** *(must be a permanent senior member of staff)* | Click or tap here to enter text. | **Job title** | Click or tap here to enter text. |
| **Telephone** | Click or tap here to enter text. | **Email** | Click or tap here to enter text. |
| **Organisation type** | **NHS Healthcare Provider** | **Academic Institution** | **Healthcare Regulator** | **Other Healthcare Body** |
|  |[ ] [ ] [ ] [ ]
|  | **Local Authority** | **Individual Citizen(s)** | **Commercial Body** | **Other (please state)** |
|  |[ ] [ ] [ ] [ ]
| **HQIP projects from which data is requested***(For reference a list of HQIP projects and their Project Managers are listed on the HQIP website -* [*A-Z of National Clinical Audits – HQIP*](https://www.hqip.org.uk/a-z-of-nca/#.ZBB_CJHP02w) *and* [*A-Z of Clinical Outcome Review Programmes – HQIP*](https://www.hqip.org.uk/clinical-outcome-review-programmes/#.ZBB_LpHP02w)*)* | **Please list below the name(s) of each of the HQIP-commissioned projects from which you are requesting data.** |
|  | Click or tap here to enter text. |
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| **Section 2** | **Application type** |
| ***Please tick at least one box below confirming whether the application is for a new application, extension or amendment. For extensions or amendments, you must highlight the specific information within this form that has been updated and provide updated signatures in order for the request to be processed.*** |
| **Request** | **Provide original HQIP application number and approval date and any subsequent amendment approval dates.** | **Summary of changes and rationale for the change to your original application. In addition all changes must be made as highlighted edits within this form.** |
| [ ]  **New Application** Including applications that have not previously been approved by HQIP. | **N/A** | **N/A** |
| [ ]  **Extension**Request to extend the term of a current data sharing agreement. | Click or tap here to enter text. | Click or tap here to enter text. |
| [ ]  **Amendment** Request to change the scope, data fields requested or any other change to an application previously approved by DARG. | Click or tap here to enter text. | Click or tap here to enter text. |
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| **Section 3** | **Project type** |
| **Please select the most appropriate answer** | **Research** | **Service Evaluation** | **Clinical Audit** | **Other (please state)** |
|  |[ ] [ ] [ ] [ ]  Click or tap here to enter text. |
| **Is ethics approval required?**  | **If the request is for research purposes you must enclose evidence of NHS ethics approval or evidence that this is not required.** |
|  | **YES**Confirmation of NHS ethics needs to be submitted with this application. |[ ]
|  | **NOT REQUIRED**Confirmation needs to be submitted with this application from the HRA decision tool<http://www.hra-decisiontools.org.uk/ethics/>or confirmation from your local Research and Development Department that NHS ethics is not required. |[ ]
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| **Section 4** | **Project details** |
| **Please provide full details of the project below. You should describe and justify the project’s objectives, rationale and methodology.** |
| **Objective/Rationale** |  |
| **Methodology** | **Please include:*** **A summary of your project methodology, ensuring this description aligns with the dataset requested**
* **A justification of sample size, analyses proposed and plans for patient and/or user group involvement**
 |
|  | Click or tap here to enter text. |
| **Patient and Public Involvement** | **Please describe how you will engage or involve patients and the public in this project.** |
|  | Click or tap here to enter text. |
| **Please describe the expected measurable public benefit to health and/or social care including target date** | **Please explain how the proposed project is carried out in the public benefit.**[[1]](#footnote-1)The public benefit needs to be identifiable, even if it cannot be immediately quantified or measured. It can be a direct or indirect demonstrable benefit to the public in general, or a section of the public (where the impact is significant).For example, some commonly recognised and easily identifiable benefits are improving and saving lives or developing better care or health outcomes. Others might be less obvious and more abstract (such as knowledge creation and exploratory research) but would still be considered public benefits. |
|  | Click or tap here to enter text. |
| **Proposed completion date of the project** | Click or tap to enter a date. |
| **Lay Title and Summary** | **Please provide a lay summary of your project (max 300 words).** The lay summary should be written in plain English and must enable a non- medical audience to understand the research question and aims of the project. If your request is approved, this paragraph (title and summary) will be published on the HQIP website. |
|  | Click or tap here to enter text. |
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| **Section 5** | **Publications and other outputs** |
| **Please include all intended outputs of the project including publications. Outputs include all types of disseminations produced from the project data. For each output include the highest level of detail of data/information that will be displayed.** |
| **Outputs including publications***(add more rows if required)* | **What is the highest level of detail that will be displayed in the output?***(e.g. case record, unit, hospital, trust, network, regional, national, whole study, study group)**If unit, hospital, trust or network is selected, will these be identified by name in the publication?* | **Will this output be published?** | **Expected Date of Publication** | **Confirm that published output will be anonymised to the level required by** [ISB1523: Anonymisation Standard for Publishing Health and Social Care Data](https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/isb1523-anonymisation-standard-for-publishing-health-and-social-care-data) |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap to enter a date. | Click or tap here to enter text. |
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| Add more rows if needed |  |  |  |  |
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| **Section 6** | **Project funding** |
| **Please indicate whether your project has received dedicated funding. Please also indicate whether there is a commercial interest in the project, either by funding or direct input into project design or team.** |
| **Funding***(please select one answer)* | **No** [ ]  |  |
|  | **Yes** [ ]  | **If yes**, please provide the name of the funding body belowClick or tap here to enter text. |
| **Commercial interest** *(please select one answer)* | **No** [ ]  |  |
|  | **Yes** [ ]  | **If yes**, please provide the name of the organisation and the nature of any interest into the project design below. Please also note information required in Section 7Click or tap here to enter text. |
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| **Section 7** | **Declaration of Interest** |
| **Please indicate whether any individuals named in this application have an interest to declare about this application.** All interests that might unduly influence an individual’s judgement and objectivity in the use of the data being requested from DARG are of relevance. Particular consideration should be given to declaring interests involving payment or financial inducement for use of the data being requested, as well as situations in which applicants also hold roles within the relevant NCAPOP project governance / delivery, in which case the individual should declare this interest and cannot sign Section 21 as NCAPOP project representative. *Declarations will be considered by DARG to determine if there is any potential conflict of interest identified as part of the request.****All declarations must be documented and HQIP will contact the applicant if any conflicts are identified.***  |
| **Declaration of interest*****(please select one answer)*** | **No** [ ]  |  |
|  | **Yes** [ ]  | **If yes**, please provide the name and details of the declaration for each individual belowClick or tap here to enter text. |
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| **Section 8** | **Data Summary** |
| **Please tick the box(es) confirming the geographical coverage of the data you are requesting. Coverage is defined as the location of the healthcare services who originated / initially provided the extract of data you are requesting.** ***NB. HQIP’s DARG can only approve applications for access to the datasets which HQIP commission and thereby act as Data Controller in the geographic area selected.*** |
| **Geographical coverage** | [ ]  **England**  | [ ]  **Wales**  | [ ]  **Scotland**  |
|  | [ ]  **Northern Ireland**  | [ ]  **Republic of Ireland**  | [ ]  **Other**, please state: Click or tap here to enter text. |
| **Inclusion and exclusion criteria (including date parameters)** | **Describe precisely the criteria which define the patients to be included and to be excluded from the data extract you are requesting.** Please include precise date parameters for the start and end of the range requested (dd/mm/yy) and explain which dated project field will be used to define the requested cohort (e.g. date of admission or date of operation). |
|  | Click or tap here to enter text. |
| **Periodic updates**  | **Periodic updates may sometimes be available.** These must be agreed with the HQIP data provider in advance and any falling outside of the term of the Data Sharing Agreement will be subject to an application extension being agreed. Please provide details below including reasons. |
|  | [ ]  **None** [ ]  **Monthly**[ ]  **Quarterly**[ ]  **Bi-annual (6 monthly)**[ ]  **Annual**[ ]  **Other**, please state: Click or tap here to enter text. |
| **For what type(s) of data is permission being sought from HQIP?***(please tick all that apply)* | **HQIP commissioned projects routinely link the data that they collect to other external datasets. The requirements of each data controller vary and there may not be an agreed process for onward sharing of linked project data. Please contact HQIP for advice before completing this form if you wish to apply for project data that has been linked with other datasets.**Please confirm whether you are applying for unlinked project data, or project data that has been linked to an external dataset.***HQIP rarely has permissions from other data controllers to allow us to provide the data they control, linked with the data HQIP controls, so in the majority of cases the applicant would tick ‘Unlinked project data’. One exception to this is the National Joint Registry which is enabled to share linked data under a sublicensing agreement. Any other intention by the applicant to link HQIP audit data with other datasets from other controllers (such as NHSD), and subject to separate agreement with them, is documented in Section 18 instead.*** |
|  | [ ]  **Unlinked project data** | [ ]  **Project data linked with HES** |
|  | [ ]  **Project data linked with ONS** | [ ]  **Project data linked with PEDW** |
|  | [ ]  **Project data linked with Civil Registration data** | [ ]  **Project data linked with another dataset** Please provide details below:Click or tap here to enter text. |
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| **Section 9** | **Data Type** |
| **First discuss your request with the data provider and then indicate in this section the type of data you are requesting (tick all that apply).** Note that what is relevant here is the identifiability of the data you are requesting at the point it leaves the HQIP data provider and not the level disclosed in any future publication. For further information on these categories of identifiability please see the Understanding patient data guidance <https://understandingpatientdata.org.uk/what-does-anonymised-mean> |
| [ ]  **Anonymous data**This is information from many people combined together (aggregated), so that it would not be possible to identify an individual from the data. Information about small groups or people with rare conditions could potentially allow someone to be identified and so would not be considered anonymous. Individual patient level data may also occasionally be categorised as anonymous. In this case, the information in each record requested would also potentially be true for many other similar individuals, and so could not be used to deduce the person’s identity.  | Click or tap here to enter text. |
| [ ]  **De-personalised data**This is information that does not identify an individual, because identifiers have been removed or encrypted. However the information is still about an individual person and so needs to be handled with care. It might, in theory, be possible to re-identify the individual if the data was not adequately protected, for example if it was combined with different sources of information. | Click or tap here to enter text. |
| [ ]  **Personally identifiable data**This is information that identifies a specific person. Identifiers might include name, address, full postcode, date of birth or NHS number. Personally identifiable data fields that are requested solely for the purpose of linkage still need to be described here and in Section 10, even if they are removed before the data reaches the applicant. | Click or tap here to enter text. |
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| **Section 10** | **Data Fields** |
| **Please detail in the table below the data fields required as part of this request. All fields required to leave the data provider must be included here including linkage fields.** Justification for these should include whether they will be retained or destroyed once linkage is complete. This should also be clear on the data flow map in Section 11. Applicants should only request the minimum data set required to address the purpose stated within this application. |
| **Data field requested***Data field description must be comprehensible to all DARG panel members and not in technical acronyms***.** | **Data source** *(Audit/project, HES, ONS, PEDW etc.)* | **Transformation applied** **This must be completed for every data field requested to indicate either:****-None (which means the applicant is requesting the data item listed in column 1, without modification), or****-Requested modification / transformation to be applied to this field prior to release to the applicant** (e.g. pseudonymisation (including who holds the key to reverse); time from admission to surgery instead of the two dates; age banding instead of date of birth etc**Clarity must be provided about whether pseudonymisation is reversible and whether encryption is reversible.**  | **Justification***Please justify your use of each data item requested.* |
| *EXAMPLE 1 – NHS Number* | *EXAMPLE – Name of Audit* | *EXAMPLE – Pseudonymisation and encryption with key held only by HQIP data provider* | *EXAMPLE - For tracking single patients within multiple audit entries* |
| *EXAMPLE 2 – Date of Admission* | *EXAMPLE – Name of Audit* | *EXAMPLE – provided as length of stay (days)* | *EXAMPLE - For analysis of impact of test variables on length of stay* |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
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| *Add more rows as needed* |  |  |  |
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| **Section 11** | **Processing locations and data flows** |
| **Please list all locations where processing will be undertaken, for the avoidance of doubt storage is considered processing. For each separate organisation processing data which is not fully anonymous a separate partner organisation form must also be completed.** |
| **Processing location** | **Organisation name** | **Processing or storage** | **Data type processed** *(anonymous, de- personalised, personally identifiable)* | **How will data be transferred to this location?** |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Choose an item. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Choose an item. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Choose an item. | Click or tap here to enter text. |
| **Will data be transferred outside of the UK?***If yes please state to where and give details of how that will be in compliance with the Data Protection Act 2018.* | [ ]  **No** | [ ]  **Yes** |
|  | **If yes**, please provide details: Click or tap here to enter text. |
| **Data Flows****Please insert a data flow diagram which graphically describes:**1. **All locations where data is processed**
2. **All transfers that take place between locations and organisations**
3. **All transitions between data controllers where the National Data Opt-Out list will be screened and opt-outs removed (see also section 14)**
4. **Data linkages to other data sets**
 |
| **Please insert data flow diagram here****A white square with a blue border  Description automatically generated** |
|  |
| **Section 12** | **Project team employed by the applicant organisation** |
| **Please list the name and job title of each member of the applicant organisation who will have access to the data for the purposes of this request.** Please also confirm that they have a formal contract with the applicant organisation and will therefore be covered by the HQIP Data Sharing Agreement.Please add additional rows if necessary.Where the data map in Section 11 details processing of data which is not anonymous by additional organisations, a partner organisation form is required to be completed for each. |
| **Team member** | **Name** | **Job title** | **Contract in place with applicant organisation** |
| **Principal investigator** | Click or tap here to enter text. | Click or tap here to enter text. | [ ]  **No** [ ]  **Yes** |
| **Project member 1** | Click or tap here to enter text. | Click or tap here to enter text. | [ ]  **No** [ ]  **Yes** |
| **Project member 2** | Click or tap here to enter text. | Click or tap here to enter text. | [ ]  **No** [ ]  **Yes** |
| **Project member 3** | Click or tap here to enter text. | Click or tap here to enter text. | [ ]  **No** [ ]  **Yes** |
| **Project member 4** | Click or tap here to enter text. | Click or tap here to enter text. | [ ]  **No** [ ]  **Yes** |
| **Project member 5** | Click or tap here to enter text. | Click or tap here to enter text. | [ ]  **No** [ ]  **Yes** |
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| **Section 13** | **Data Protection** |
| **As a data controller your organisation should be registered with the Information Commissioners Office (ICO). Please provide the following information.** |
| **Registered name***(if different to applicant name, please state reason)* | Click or tap here to enter text. |
| **Registration number** | Click or tap here to enter text. |
| **Expiry date** | Click or tap to enter a date. |
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| **Section 14** | **Legal basis (of the processing you intend to undertake)** |
| **If you are requesting data that is fully anonymous, please proceed to section 20** |
| **GDPR Legal Basis** | **Article 6 legal basis:**  Click or tap here to enter text. |
|  | **Article 9 legal basis:**  Click or tap here to enter text. |
| **Schedule 1, Part 1, DPA 2018 condition*****If you rely on Section 9, GDPR for the processing of special category data, please list the additional Schedule 1, Part 1 DPA 2018 condition that applies.*** | Click or tap here to enter text. |
| **Common law duty of confidentiality**  | **If the data requested is personally identifiable, please explain below how you have addressed the requirements of the common law duty of confidentiality. Please be clear how the duty will be met or legally set aside for all processing required for your project, whether undertaken on your behalf by HQIP’s processors and / or by yourself as applicant or your partner organisation.****Information provided should include as relevant:*** **Information provided to patients if consent is relied on for acquisition by HQIP and / or the applicant.**  Where data was collected under consent, the consent material needs to be checked by HQIP for expectations around onward sharing.
* **The applicant’s S.251 application and outcome letters**

**Please confirm below which of the following are being relied on to meet or set aside the duty of confidentiality for this application, and provide an overarching explanation in the final box.** |
|  | [ ]  **Explicit informed consent – HQIP project***(please enclose consent form and patient information sheet with this application)* |
|  | [ ]  **Explicit informed consent – Applicant’s project***(please enclose consent form and patient information sheet with this application)* |
|  | [ ]  **Non-Research CAG approval under section 251 of the NHS Act 2006 – HQIP project***(please enclose both the application and the approval letter)* |
|  | [ ]  **Non-Research CAG approval under section 251 of the NHS Act 2006 – Applicant project** |
|  | [ ]  **CAG Research Database approval under section 251 of the NHS Act 2006 – HQIP project** |
|  | [ ]  **CAG Research approval under section 251 of the NHS Act 2006 – Applicant project** |
|  | [ ]  **Other legal basis** |
|  | If other legal basis selected, please provide further information here with reference to the statute, regulation or other provision relied upon: Click or tap here to enter text. |
|  | **Please provide a clear overarching narrative of how the above permissions meet the legal requirements of your project in relation to the common law duty of confidentiality.** Click or tap here to enter text. |
| **Additional requirements for research projects** | **In addition, where the data is being requested for research purposes, the following applies:**1. If the HQIP provider has a CAG research database s251 approval that is being relied on for this application, then this CAG research application and approval documentation should be provided.
2. If the research applicant is requesting only de-personalised data and a research database approval is not being relied on, the HQIP provider must confirm below that:
3. No additional processing of personally identifiable fields (such as DOB) is required over and above what has already been processed for the a priori non-research audit purposes.
4. The HQIP processor will update CAG at the point of next annual review of the non-research S.251 approval that this secondary purpose has taken place, mindful that CAG has stipulated that in the absence of a research CAG approval, this should be a rare event.

Click or tap here to enter text. |
| **National Data Opt-Out** | [*National Data Opt-Out*](https://digital.nhs.uk/services/national-data-opt-out/understanding-the-national-data-opt-out) *applies to most projects where the legal basis for setting aside the duty of confidentiality is s251. Although most HQIP projects hold* [*exemption to the NDO for the purpose of delivering the project*](https://digital.nhs.uk/services/national-data-opt-out/programmes-to-which-the-national-data-opt-out-should-not-be-applied)*, these exemptions DO NOT apply to processing and/or release of personally identifiable data for secondary uses such as data applicant projects. For these, the NDO must be applied every time personally identifiable data crosses a data controllership boundary.***Please confirm in clear detail how the National Data Opt-Out will be met for this project.** |
|  | Click or tap here to enter text. |
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| **Section 15** | **Fair Processing** |
| **Please describe what transparency informationhas been provided to the data subjects that the data requested relates to. Please ensure you enclose copies of any privacy notices and other material you rely on when submitting this application.** |
| **Information provided by the HQIP project** | Click or tap here to enter text. |
| **Information provided by the applicant** | Click or tap here to enter text. |
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| **Section 16** | **Security** |
| **Each organisation processing data that is not fully anonymous as part of this project must demonstrate that they have appropriate security arrangements are in place. Please confirm whether the applicant organisation has a compliant Data Security and Protection Toolkit.***(Please note that additional organisations processing data which is not fully anonymous must complete a partner organisation form and evidence of security arrangements)* |
| **Applicant organisation***(please select one answer)* | [ ]  **Yes***If yes, please provide evidence with this application.* | **ODS code** | Click or tap here to enter text. |
|  |  | **Status** | *Note: If current status is* ***‘Standards not fully met (plan agreed)’****, please provide clarification**regarding the problematic areas, as well as additional information about the plan agreed and the steps taken to mitigate potential risks.* |
|  |  | **Published date** | Click or tap to enter a date. |
|  | [ ]  **No** | **If no, please provide below alternative evidence of adequate organisational and technical measures; to ensure the security of processing and preserve the confidentiality, integrity and availability of data.** |
|  |  | Click or tap here to enter text. |
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| **Section 17** | **Retention and destruction** |
| **Please state the date until which you are seeking to retain the data and the reason.** *Data retention refers to the length of time HQIP raw data or any patient level dataset derived from the HQIP raw data. Where tables of aggregate data have been created for the purposes of analysis, an applicant does not need to extend the DSA in order to retain these.*  | Click or tap to enter a date.Click or tap here to enter text. |
| **Please provide details of how you intend to destroy the data at the end of the retention period.** | Click or tap here to enter text. |
| **Please confirm that you will submit a certificate of destruction to HQIP within 5 business days of destruction of the data.** | [ ]  **Yes** |
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| **Section 18** | **Intention to link data** |
| **Do you intend for the requested data set to be linked with any additional data sets? If yes, please provide full details of the data controller(s) of the secondary dataset(s) and a description of which organisation will perform the linkage and how the linkage will take place. HQIP will work to the principle that other relevant requests are in process.***If there is an intention to link the data:**- Please provide some evidence that an application form (submitted in parallel with our DARF) has been filed with the other data controller for release and/or linkage of their dataset/s. Where this other data controller is NHSD, for example, please provide the NIC reference number of the DARS submitted.* *- DARG can approve applications where the parallel application with the other controller is still in progress. However, release of data should only be possible where there is sufficient evidence that any such parallel application(s) has/have been approved***.***(Please select one answer)* |
| [ ]  **No intended linkage** | [ ]  **Intention to link the data.** *Please provide full details of linkage below.* |
| **If there is an intention to link the data, please provide full details here:** |
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| **Section 19** | **Further information** |
| **Please use the section below to add any additional information to support your request.** |
| Click or tap here to enter text. |

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| **Section 20** | **Attachments Checklist** |
| **Please use the table below to ensure that the documents / information listed are either contained within the application or submitted as attachments.** |
|  | **Applicant organisation(s)** | **Data provider** |
|  **Type of data****Level of data** | **Data items spreadsheet** | **Evidence of Data Security and Protection (DSPT) Toolkit or equivalent** | **Data flow map** | **Ethics approval OR confirmation that it is not required** | **Fair processing information** | **Legal basis supporting evidence (such as, consent form and patient leaflet, s251 application and approval letter or any other evidence)** | **Description for how the data will be de-identified to reduce any risk of re- identification** | **Fair processing information** |
| **Anonymous** |  |  |  |  |  |  |  |  |
| **De-personalised** |  |  |  |  |  |  |  |  |
| **Personally Identifiable** |  |  |  |  |  |  |  |  |

Terms and Conditions for Use of HQIP Data

BACKGROUND

1. HQIP agrees to share the HQIP Data (defined below) with the Applicant on the terms set out in the Contract (as defined below).
2. The Applicant agrees to use the HQIP Data on the terms set out in the Contract.
3. The Applicant has submitted a request to HQIP using the Data Access Request Form (defined below) for access to the HQIP Data. These Conditions together with the Data Access Request Form comprise the Contract.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply:

* 1. Definitions:
1. Agreed Purpose: the purpose(s) for which the Applicant wishes to use the HQIP Data, as set out in section 3, section 4 and section 5 of the Data Access Request Form as such purposes may be amended by written agreement from HQIP from time to time, subject to the payment of any related Charges.
2. Anonymous Data: has the meaning set out in the Data Access Request Form.
3. Applicant: the party named as such in the Data Access Request Form.
4. Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Change Fees: the fees notified by HQIP to the Applicant, to be paid by the Applicant to HQIP, in relation to a change in the HQIP Data that the Applicant wishes to access.

1. Conditions: the terms and conditions set out in this document as amended from time to time in accordance with condition 27.
2. Contract: the contract between HQIP and the Applicant for the sharing of the HQIP Data by HQIP with the Applicant in accordance with these Conditions, the Data Access Request Form and any attachments to the Data Access Request Form.
3. **Data Access Request Form:** the Applicant’s request to HQIP for access to the HQIP Data set out on the form attached to these Conditions and approved by HQIP and any subsequent form(s) as completed by the Applicant and approved by HQIP which refer to these Conditions.
4. **Data Destruction Certificate:** HQIP’s required form of certificate in relation to data destruction as set out in the Schedule to these Conditions.
5. Data Sharing Code: the Information Commissioner's Data Sharing Code of Practice of May 2011, as updated or amended from time to time.
6. Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**); the General Data Protection Regulation ((EU) 2016/679) (**EU GDPR**); the Data Protection Act 2018 (**DPA 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); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party, including the Data Sharing Code.
7. **GDPR**:the UK GDPR or the EU GDPR, whichever is applicable.
8. De-**personalised Data**: has the meaning set out in the Data Access Request Form.
9. EEA: European Economic Area.

FOIA: the Freedom of Information Act 2000.

1. HQIP: Healthcare Quality Improvement Partnership (company number 6498947) whose registered office is at 27A Harley Place, London, W1G 8LZ.
2. HQIP Data: the Anonymous Data, De-personalised Data and Shared Personal Data to be shared with the Applicant by HQIP.
3. **Initial Fees:** the fees notified by HQIP to the Applicant, to be paid by the Applicant to HQIP prior to the relevant data sharing taking place, in relation to the Basic, Standard and Complex HQIP Data (identified in the Data Access Request Form) that the Applicant wishes to access.
4. Personal Data: the Personally Identifiable Data (including Personal Data and Special Category Personal Data) and De-personalised data (which can be reverse engineered to re-identify an individual) to be shared between the parties under section 5 of this document.
5. **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.
6. **Personally Identifiable Data:** has the meaning set out in the Data Access Request Form**.**
7. **Renewal Fees:** the annual renewal fees notified by HQIP to the Applicant, to be paid by the Applicant to HQIP prior to each anniversary of the date of the initial sharing of the HQIP Data by HQIP with the Applicant.
8. Subject Access Request: the exercise by a data subject of his or her rights under Article 15 of the GDPR and the DPA 2018.
9. **Supervisory Authority**: the relevant supervisory authority in the territories where the parties to the Contract are established.
10. **Transfer Dates**: the date or dates when the HQIP Data is transferred to the Applicant.
11. **Term**: the length of time for the data sharing (usually 12 months) with the expiry date specified by HQIP in the Data Access Request Form.
	1. **Controller**, **Processor**, **Data Subject**, **Special Categories of Personal Data**, **Processing** and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.
	2. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
	3. A reference to a statue or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
	4. References to conditions and schedules are to the conditions and schedules of these Conditions.
	5. 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.
	6. A reference to **writing** or **written** includes email.
	7. In the event of any inconsistency, discrepancy or conflict between a Data Access Request Form, these Conditions and the Schedule, the conflict in relation to the HQIP Data covered by that Data Access Request Form should be resolved in the following descending order of priority:

the Data Access Request Form (including any attachments to the Data Access Request Form;

these Conditions;

the Schedule.

1. Commencement and Term
	1. The data sharing shall commence on the date of HQIP’s approval signature in the Data Access Request Form and shall continue for the Term which ends at midnight at the end of the stated expiry date (included in the table at the start of the Form), unless terminated earlier in accordance with condition 12, condition 14 and condition 17, when it shall terminate automatically without notice.
	2. Without prejudice to condition 2.1 it is the Applicant’s responsibility to instigate any request for an extension to the Term, in good time to allow for HQIP to consider whether to approve the Applicant’s request, and HQIP cannot be held responsible if the Applicant’s request is not made to allow sufficient time for the HQIP approval process.
2. Purpose
	1. The Applicant shall only process that HQIP Data for the Agreed Purpose.
3. Compliance with data protection laws
	1. The Contract sets out the framework for the sharing of HQIP Data between HQIP, and the Applicant. Where HQIP is sharing Personal Data with the Applicant HQIP acts as a Controller when it discloses such Personal Data and the Applicant acts as a Controller when it receives such Personal Data. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
	2. Each Party must ensure compliance with applicable data protection laws at all times.
	3. In the event that data protection law or approach to compliance of two or more countries conflict, the requirements of the country that necessitates stricter or additional requirements to protect data subjects' privacy and personal data shall be applied.
4. Personal Data
	1. The categories of HQIP Data that will be shared by HQIP with the Applicant are set out in the Data Access Request Form at section 9 and section 10, together with any access and processing restrictions required by HQIP.
5. Lawful, fair and transparent processing
	1. The Applicant shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Personal Data.
	2. The Applicant shall ensure that it processes the Personal Data fairly and lawfully in accordance with section 1 while the sharing of the Personal Data is taking place.
	3. The Applicant undertakes to inform 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 14 of the GDPR including:
		1. if Shared Personal Data will be transferred to a third party, that fact 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; and
		2. if Shared Personal Data will be transferred to, or accessed remotely by, an individual outside the UK pursuant to condition 10, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the Applicant to enable the data subject to understand the purpose and risks of such transfer.
	4. HQIP Data must not, without prior written approval from HQIP, be matched to any other datasets, even to depersonalised or aggregated datasets.
6. Data quality
	1. Personal Data shall be limited to the Personal Data and Special Category Data listed at section 9 and section 10 of the Data Access Request Form.
	2. The Personal Data shall not be irrelevant or excessive with regard to the Agreed Purpose.
7. Data subjects' rights
	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.
	2. 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.
8. Data retention and deletion
	1. The Applicant shall not retain or process HQIP Data for longer than is necessary to carry out the Agreed Purposes.
	2. The Applicant shall not retain HQIP Data after the end of the Term.
	3. The Applicant shall ensure that any HQIP Data are, unless otherwise required by HQIP, destroyed securely and in accordance with the Applicant’s organisational policy and standards of best practice at the end of the Term or, if earlier, once processing of the HQIP Data is no longer necessary for the Agreed Purposes.
	4. Following the deletion of HQIP Data in accordance with section 9.3, the Applicant shall notify HQIP that the HQIP Data in question has been deleted and provide HQIP with proof of the destruction the form of a Data Destruction Certificate within five (5) Business Days.
9. Transfers
	1. For the purposes of this condition, transfers of HQIP Personal Data shall mean any sharing of HQIP Personal Data by the Applicant with a third party, and shall include, but is not limited to, the following:
		1. subcontracting the processing of Shared Personal Data;
		2. granting a third party controller access to the Shared Personal Data.
	2. HQIP Personal Data must not be shared by the Applicant with any other organisations or individuals unless such sharing is included on the Data Access Request Form and agreed to in writing by HQIP.
	3. If, with HQIP’s prior written consent, the Applicant appoints a third party processor to process the HQIP Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to HQIP for the acts and/or omissions of the processor.
	4. The Applicant may not transfer HQIP Personal Data to a third party located outside the UK unless this has been requested by the Applicant in the Data Access Request Form and it has been approved by HQIP in writing, subject to such conditions as HQIP may impose in relation to such a transfer which (as a minimum) shall include that it:
		1. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and.
		2. Ensures that:
			1. the transfer is to the EEA or a country approved by the European Commission or the UK[[2]](#footnote-2) as providing adequate protection pursuant to Article 45 of the GDPR;
			2. there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or
			3. one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.
10. Security and training
	1. HQIP shall only provide the HQIP Personal Data to the Applicant by using the stated secure methods noted on the Data Access Request Form.
	2. The Applicant undertakes to have in place appropriate technical and organisational security measures in line with Article 32 GDPR to:
		1. prevent:
			1. unauthorised or unlawful processing of the Personal Data; and
			2. the accidental loss or destruction of, or damage to, the Personal Data
		2. ensure a level of security appropriate to:
			1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
			2. the nature of the Personal Data to be protected.
	3. It is the responsibility of the Applicant to ensure that its staff members are appropriately trained to handle and process the Personal Data in accordance with any applicable Data Protection Legislation and guidance and have entered into confidentiality agreements with such staff relating to the processing of personal data.
	4. The level, content and regularity of training referred to in section 11.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Personal Data.
	5. Consistent with the Applicant’s responsibilities in accordance with applicable Data Protection Legislation, the Applicant shall implement and comply with its own security policy as evidence of the Applicant’s commitment to information security.
	6. The Applicant shall ensure that access to any buildings or rooms within the Applicant’s premises where Personal Data is stored and/or can be accessed is controlled and that appropriate measures have been taken to prevent information being seen by casual passers-by.
	7. The Applicant shall not disclose or allow access to any HQIP Personal Data other than to a person placed by the Applicant under the same obligations as those set out in the Contract who is variously employed or engaged by the Applicant or any sub-contractor, contractor, servant, agent or other person within the control of the Applicant.
	8. HQIP will ensure that confidential information (including Personal Data) transferred between HQIP and the Applicant in electronic form is encrypted and if sent by email will be password protected with the password sent in a separate email or text message to a pre-approved telephone number.
	9. The Applicant will have in place appropriate security on external digital routes into its organisation, for example internet firewalls and secure dial-in facilities.
	10. The Applicant’s computer systems must be password protected. Passwords must give access only to Shared Personal Data which an employee has a proper need to access and not to all levels of the system. Passwords must be known only to authorised people and changed regularly.
11. Personal data breaches and reporting procedures
	1. The Applicant shall ensure that any Personal Data Breaches are properly investigated and remedied as soon as possible, particularly when damage or distress could be caused to an individual. The Applicant shall notify HQIP immediately if it suspects, and no later than 48 hours after becoming aware of, a data breach having occurred.. Upon receipt of such a notification HQIP shall have the right:

 to immediately suspend provision of the HQIP Data under the Contract or any other contract for the sharing of HQIP Data with the Applicant; and/or

to terminate immediately the Contract or any other contract for the sharing of HQIP Data with the Applicant; and/or

to immediately suspend and/or terminate any pending applications by the Applicant to access the HQIP Data.

* 1. Each party shall comply with its obligation as controller to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the GDPR.
1. Resolution of disputes with data subjects or the Supervisory Authority
	1. In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate to bring them to a successful conclusion in a timely manner.
	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.
	3. Each party shall abide by a decision of a competent court of HQIP's country of establishment or of the Supervisory Authority.
	4. Subject to conditions 13.1 to 13.3 the Parties shall attempt to resolve any disagreement arising from the Contract informally and promptly by officers who have day-to-day responsibility for the operation of the Contract.
	5. If the disagreement cannot be resolved further to condition 13.4 within fourteen (14) days of it arising, the matter shall be referred to the Chief Executives (or the corresponding individuals) of the Parties.
2. Fees
	1. The Applicant shall pay to HQIP the Fees to cover the cost to HQIP of considering the Applicant’s request to access the HQIP Data and, if approved by HQIP, the cost of providing access to the Applicant of the HQIP Data during the Term.
	2. All Fees shall be paid by the Applicant to HQIP to its nominated bank account on receipt of a valid tax invoice from HQIP, or earlier at the Applicant’s discretion. The nominated bank account is listed in HQIP’s DARG payment proforma which gets sent to the Applicant once the Data Access Request Form is received by HQIP. Fees should be paid in cleared funds, without withholding, set-off or deduction. They are non-refundable and time for payment is of the essence. If payment is not provided by the date of the initial DARG review of the Data Access Request Form, HQIP will not consider the data access request.
	3. The Initial Fees for the first year of the HQIP Data sharing shall be paid upon receipt of a valid tax invoice from HQIP which will be raised following the Applicant’s submission of the signed payment proforma which will be sent to them once the completed Data Access Request Form has been received by HQIP and, in any event, before its initial review by DARG;
	4. The Renewal Fees for the second and subsequent years of the HQIP Data sharing shall be paid upon receipt of a valid tax invoice from HQIP, or earlier at the Applicant’s discretion and prior to DARG reviewing the Data Access Request Form/ approving the Data Access Request Form (where a DARG review may not be required);
	5. The Change Fees shall be paid upon receipt of a valid tax invoice from HQIP, or earlier at the Applicant’s discretion and prior to DARG reviewing the Data Access Request Form/ approving the Data Access Request Form (where a DARG review may not be required).
	6. Where the Applicant fails to make payment of any Fees by the due date, HQIP shall be entitled (but shall not be obliged) to withhold the HQIP Data requested until payment is made. Where the Applicant fails to make payment within a further fourteen (14) days from the first date that any sums are due, HQIP shall be entitled (but shall not be obliged) to do any, or a combination of, the following on written notice to the Applicant:

to immediately suspend provision of the HQIP Data under the Contract or any other contract for the sharing of HQIP Data with the Applicant; and/or

to terminate immediately the Contract or any other contract for the sharing of HQIP Data with the Applicant; and/or

to immediately suspend and/or terminate any existing applications by the Applicant to access the HQIP Data.

* 1. HQIP may charge interest at an annual rate of 4% above the base rate of Lloyds Bank, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable until receipt by HQIP of the full amount, whether before or after judgment.
	2. All Fees are to be paid in pounds sterling (£) and are exclusive of VAT or any other applicable sales tax, which shall be paid by the Applicant at the rate and in the manner for the time being prescribed by law, unless a current proof of VAT exemption is provided to HQIP.
	3. HQIP may, at any time after the date of the initial sharing of the HQIP Data by HQIP with the Applicant, by giving 90 days' prior written notice, vary the Renewal Fees and the Change Fees and the basis on which they are calculated. The Applicant may terminate the Contract for the HQIP Data Sharing from the date on which that variation is intended to take effect, provided that the Applicant gives HQIP written notice of termination of the Contract within 60 days of the date of HQIP's notice.
	4. Where an amendment to the provisions of the Contract (other than the Fees or the basis on which they are calculated) is required as a result of an addition to the HQIP Data sharing service or the relevant HQIP Data sharing service (including, for example, an amendment to acknowledge third party rights), HQIP may give the Applicant reasonable notice in writing of the Change Fees that will take effect on the date specified in that notice.
1. Confidentiality
	1. Each party undertakes that it shall not at any time disclose to any person any HQIP Personal Data or confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by section 15.2.
	2. Each party may disclose the other party's confidential information:
		1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this section 15; and
		2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
	3. HQIP may disclose details of the Applicant’s Data Access Request Form to bodies who licence the HQIP Data to HQIP.
	4. HQIP may publish details of the Applicant’s Data Access Request Form on a public register of HQIP’s data sharing activities.
	5. The Applicant may discuss adverse device outcomes findings with competent authorities (e.g. MHRA).
	6. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
2. Publication
	1. This condition only applies to HQIP Data supplied by the National Joint Registry. The Applicant shall provide a copy of any paper proposed for publication to HQIP approval at least one (1) month before submitting for publication or making public any information that has been derived utilising the HQIP Data.
	2. The Applicant shall acknowledge HQIP and all such bodies who licence the HQIP Data to HQIP and set out in the attachment to the Data Access Request Form, in all work published arising from any research undertaken on the HQIP data and will provide copies of such published work to HQIP. The applicant shall use the following wording for the HQIP acknowledgement:

‘Data has been provided by the Healthcare Quality Improvement Partnership from the xxx Programme’

Separate wording will be required for applications relating to HQIP Data supplied by the National Joint Registry. Applicants must use the NJR acknowledgement guidance located at <http://www.njrcentre.org.uk/njrcentre/Research/Research-requests>.

* 1. Where HQIP shares Shared Personal Data with the Applicant, data shall not be published, except in compliance with all subsisting legal requirements as to confidentiality and provided that there is a lawful basis for such publishing.
1. Rights to inspection and withdrawal of data sharing
	1. HQIP reserves its rights to inspect the Applicant’s arrangements for the processing of the shared Personal Data at any time without prior notice, at the Applicant’s cost, and to shall be entitled (but shall not be obliged) to do any, or a combination of, the following on written notice to the Applicant:
	2. to immediately suspend provision of the HQIP Data under the Contract or any other contract for the sharing of HQIP Data with the Applicant; and/or
	3. to terminate immediately the Contract or any other contract for the sharing of HQIP Data with the Applicant; and/or
	4. to immediately suspend and/or terminate any existing applications by the Applicant to access the HQIP Data.

where it considers the Applicant is not processing the Personal Data in accordance with the Contract.

1. Freedom of Information
	1. The Applicant acknowledges that HQIP, although not itself a public authority subject to the FOIA, may be required to facilitate FOI requests for information made by third parties on such bodies who licence the HQIP Data to HQIP where such bodies are subject to FOIA.
	2. If the Applicant is a public authority and it receives an FOIA request regarding the HQIP Data, the Applicant must consult with the body that licences the HQIP Data to HQIP (as notified by HQIP to the Applicant in any attachment to the Data Access Request Form) prior to any release of the HQIP Data and shall take into account such licensee’s views before responding to any FOIA request. Notwithstanding this condition, bodies who licence the HQIP Data to HQIP acknowledge, and the Applicant accepts, that the Applicant is responsible in its absolute discretion for determining whether information regarding the HQIP Data is exempt from disclosure under FOIA.
	3. The Applicant shall ensure that its sub-contractors, servants, suppliers, agents or any other person in the control of the Applicant shall adhere to the terms of condition 18.
2. Research
	1. Article 89 of the GDPR and Part 6 of Schedule 2 of the DPA 2018 contain various exemptions and relaxations in relation to the processing of Personal Data only for research purposes in compliance with the relevant conditions (as such terms are defined in the GDPR and the DPA 2018), including in relation to the second Data Protection Principle, the keeping of Personal Data indefinitely and the right of access to Personal Data.
	2. If the Applicant intends to claim its use of any Personal Data is covered by Article 89 of the GDPR and Part 6 of Schedule 2 of the DPA 2018, the Applicant warrants to HQIP that its use of Personal Data conforms with the required conditions of Article 89 of the GDPR and Part 6 of Schedule 2 of the DPA 2018 and the Data Access Request Form shall set out the relevant information.
3. Reporting Requirements
	1. The Applicant will comply with any reporting requirements made known to it by HQIP, when the Applicant submits its Data Access Request Form and which are reflected in an attachment to the signed Data Access Request form signed by both of the parties.
	2. HQIP reserves the right to request a written update from the Applicant at any stage during the Term.
	3. This condition only applies to HQIP Data supplied by the National Joint Registry. The Applicant shall provide a written project summary update to the National Joint Registry in the form and detail required by the National Joint Registry. The written summary shall be submitted to National Joint Registry six (6) months after the Transfer Dates and then at six (6) monthly intervals (‘**Six Monthly Updates**’) until the HQIP Data has been deleted. After the Applicant has finished processing the HQIP Data in accordance with the Agreed Purposes, a final written report shall be sent to National Joint Registry within three (3) months after the end of the Term.
4. Language
	1. The Contract is drafted in the English language. If the Contract is translated into any other language, the English language version shall prevail.
	2. Any notice given under or in connection with this Contract shall be in English. All other documents provided under or in connection with this Contract shall be in English, or accompanied by an English translation certified as accurate by a notary experienced in the relevant foreign language and with the appropriate technical and legal experience in relation to the relevant document to be translated.
	3. The English language version of this Contract and any notice or other document relating to this Contract shall prevail if there is a conflict.
5. Warranties
	1. The Applicant warrants and undertakes that it will:
		1. 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.
		2. Make available on request to the data subjects who are third party beneficiaries a copy of the Contract, unless the Contract contains confidential information.
		3. 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.
		4. Respond to Subject Access Requests in accordance with the Data Protection Legislation.
		5. Where applicable, maintain registration or pay the appropriate fees with all relevant Supervisory Authorities to process all Shared Personal Data for the Agreed Purpose.
		6. Take all appropriate steps to ensure compliance with the security measures set out in section 11 above.
	2. HQIP warrants and undertakes that it is entitled to provide the Personal Data to the Applicant. The Applicant warrants and undertakes that it will not disclose or transfer the Personal Data to a third party controller located outside the EEA unless it complies with the obligations set out in section 10.4 above.
	3. Except as expressly stated in the Contract, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
6. Indemnity
	1. The Applicant indemnifies, and shall keep indemnified, HQIP against any liability, costs, damages, expenses (including legal fees), losses, claims, administrative sanction, fine, penalty, action or other liability or proceedings whatsoever arising under any statute or at common law or for breach of contract in respect of:
		1. damage to property, real or personal, including any infringement of third party intellectual property rights; and
		2. injury to persons, including injury resulting in death; and
		3. any direct economic or financial loss; and
		4. any enquiry or complaint by a Data Subject; and
		5. any enquiry or investigation by the Supervisory Authority; and
		6. any claim or action brought by any third party against HQIP

arising out of, in connection with any act, omission or default of the Applicant, its staff, agents or sub-contractors in relation to the HQIP Data. The indemnity in this condition shall be separate, distinct from and not subject to any exclusions and limitations on liability in the Contract.

1. Allocation of cost

Except as otherwise stated each party shall perform its obligations under the Contract at its own cost.

1. Limitation of liability
	1. Neither party excludes or limits liability to the other party for:
		1. fraud or fraudulent misrepresentation;
		2. death or personal injury caused by negligence;
		3. 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;
		4. any matter for which it would be unlawful for the parties to exclude liability; or
		5. in relation to the indemnity in condition 23.
	2. Subject to section 25.1, neither 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:
		1. any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
		2. loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
		3. any loss or liability (whether direct or indirect) under or in relation to any other contract.
	3. HQIP takes no responsibility for the accuracy, currency, reliability and correctness of the HQIP Data, nor for the accuracy, currency, reliability and correctness of links or references to other information sources and disclaims all warranties in relation to such data, links and references to the maximum extent permitted by legislation. The Applicant uses or relies on the HQIP Data at its own risk.
2. Third party rights Except as expressly provided in section 8 (data subjects rights) and such bodies who licence the HQIP Data to HQIP, set out in the attachment to the Data Access Request Form and to the extent required by such bodies in that attachment, contract holders with, and funders to, HQIP, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
3. Variation. Except as set out in the Contract, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Applicant.
4. Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract 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.
5. Severance. If any provision or part-provision of the Contract 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 the Contract. If any provision or part-provision of this Contract is deemed deleted under condition 29, 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.
6. Changes to the applicable law. If the Data Protection Legislation change in a way that the Contract is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that they will negotiate in good faith to review the Contract in the light of the new legislation.
7. No partnership or agency. Nothing in the Contract 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. Each party confirms it is acting on its own behalf and not for the benefit of any other person except that HQIP enters into the Contract for the benefit of such bodies who licence the HQIP Data to HQIP, set out in the attachment to the Data Access Request Form and to the extent required by such bodies in that attachment.
8. Entire agreement. The Contract 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. Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
9. Further assurance. Each party 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 the Contract.
10. Rights and remedies. The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
11. Notice
	1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to the Data Protection Officer and shall be:
		1. 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
		2. sent by email to HQIP at datasharing@hqip.org.uk and to the email address provided by the Applicant in the Data Access Request Form.
	2. Any notice or communication shall be deemed to have been received:
		1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
		2. 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
		3. if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. In this condition 35.2(c) 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.
	3. This condition 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
12. Governing law. The Contract 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.
13. Jurisdiction. 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 the Contract or its subject matter or formation.

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| The Schedule: Data Deletion Certificate |
| Certificate of Destruction |
| **Certificate of Destruction** |
| **In accordance with the Data Access Request Form and Data Sharing Agreement, this form must be completed by applicants at the end of their data retention period and a copy sent to HQIP at** datasharing@hqip.org.uk**.** |
| **Data Access Request Form reference number** | Click or tap here to enter text. |
| **Organisation** | Click or tap here to enter text. |
| **Method of destruction** | Click or tap here to enter text. |
| *Please detail the method used for destruction of the data* | Click or tap here to enter text. |
| **Date of destruction** | Click or tap to enter a date. |
| **Name:** | Click or tap here to enter text. |
| **Position:** | Click or tap here to enter text. |
| **Signature:** | **A white square with a blue border  Description automatically generated** |
| **Date of signature:** | Click or tap to enter a date. |

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| **Section 21** | **Authorised signatories** |
| **Please note that this agreement is not valid until all parties have signed and agreed this document.**  |
| **Applicant***The applicant confirms that the details provided in the application above are accurate, valid and true. HQIP reserves the right at all times to confirm that it is so. The applicant will give HQIP all reasonable assistance and access in order to confirm any matters arising from this applicant whether now or in the future.* *The applicant acknowledges and agrees that the application is made on and subject to the terms and conditions for use of HQIP Data and any grant of access to the data will at all times be subject also to that agreement.* | **Name** | Click or tap here to enter text. |
| **Position** | Click or tap here to enter text. |
| **Signature** | **A white square with a blue border  Description automatically generated** |
| **Date of signature** | Click or tap to enter a date. |
| **Clinical lead or appropriate project scientific committee chairman** *The clinical lead / Chair of an appropriate audit or Outcome Review Programme Scientific Committee confirms that the information included within this application would represent a clinically appropriate usage of the data requested.* | **Name** | Click or tap here to enter text. |
| **Position** | Click or tap here to enter text. |
| **Signature** | **A white square with a blue border  Description automatically generated** |
| **Date of signature** | Click or tap to enter a date. |
| **Data provider (statistician, methodologist or project manager):** *The provider confirms that the information included within this application represents a methodologically appropriate usage of the data requested. Where de-personalised data has been requested, the data provider confirms that the data will be appropriately de-identified before release to minimise any risk of re-identification.*  | **Name** | Click or tap here to enter text. |
| **Position** | Click or tap here to enter text. |
| **Signature** | **A white square with a blue border  Description automatically generated** |
| **Date of signature** | Click or tap to enter a date. |
| **HQIP / data controller:** *Authorises release of the data described in this application as data controller.* | **Name** | Click or tap here to enter text. |
| **Position** | Click or tap here to enter text. |
| **Signature** | **A white square with a blue border  Description automatically generated** |
| **Date of signature** | Click or tap to enter a date. |
| **For HQIP use only***Comments to note (if applicable)* | Click or tap here to enter text. |

Partner Organisation Form

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| **Partner applicant** |
| **Title of project** | Click or tap here to enter text. |
| **Primary contact within partner organisation** (must be a permanent senior member of staff) | Click or tap here to enter text. |
| **Name of partner applicant organisation** | Click or tap here to enter text. |
| **Address of partner applicant organisation** | Click or tap here to enter text. |
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| **Data protection** |
| **As a data controller your organisation should be registered with the Information Commissioners Office (ICO). Please provide the following information.** |
| **Registered name***(if different to applicant name, please state reason)* | Click or tap here to enter text. |
| **Registration number** | Click or tap here to enter text. |
| **Expiry date** | Click or tap to enter a date. |
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| **Legal basis (of the processing you intend to undertake)** |
| **GDPR Legal Basis** | **Article 6 legal basis:**  Click or tap here to enter text.**Justification:** Click or tap here to enter text. |
| **Article 9 legal basis:**  Click or tap here to enter text.**Justification:** Click or tap here to enter text. |
| **Common law of duty of confidentiality is addressed by** | **If the data you are requesting is personally identifiable please explain how you have addressed the common law duty of confidentiality below.** |
| [ ]  **Explicit informed consent***(please enclose consent form and patient information sheet with this application)* |
| [ ]  **Approval under section 251 of the NHS Act 2006***(please enclose both the application and the approval letter)* |
| **The section 251 approval enables the applicant to:** |
| [ ]  **Hold/receive personal data** | [ ]  **Transfer/access** **personal data** | [ ]  **Operate on and link personal data** |
| [ ]  **Other legal basis****If other legal basis selected**, please provide further information here with reference to the statute, regulation or other provision relied upon: Click or tap here to enter text. |
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| **Security** |
| **Each organisation processing data that is not fully anonymous as part of this project must demonstrate that they have appropriate security arrangements are in place. Please confirm whether the partner organisation has a compliant Data Security and Protection Toolkit.** |
| **Applicant organisation****(please select one answer)** | [ ]  **Yes*****If yes****, please provide evidence with this application.* | **ODS code** | [ ]  **Yes*****If yes****, please provide evidence with this application.* |
| **Status** | Click or tap here to enter text. |
| **Published date** | Click or tap to enter a date. |
| [ ]  **No** | **If no, please provide below alternative evidence of adequate organisational and technical measures; to ensure the security of processing and preserve the confidentiality, integrity and availability of data.** |
| Click or tap here to enter text. |
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| **Retention and destruction** |
| **Please state the date until which you are seeking to retain the data (MM/YY) and the reason. Note also that the requirement to extend the Data Sharing Agreement (if retention is requested for longer than its original term) would still apply** | Click or tap here to enter text. |
| **Please provide details of how you intend to destroy the data at the end of the retention period?** | Click or tap here to enter text. |
| **Please confirm that you will submit a certificate of destruction to HQIP within 5 business days of destruction of the data** | [ ]  **Yes** |
|  |
| **Authorised signatories** |
| **Please note that this agreement is not valid until all parties have signed and agreed the HQIP application.** |
| **Partner Applicant***The partner applicant confirms that the details provided in the application above are accurate, valid and true. HQIP reserves the right at all times to confirm that it is so. The partner applicant will give HQIP all reasonable assistance and access in order to confirm any matters arising from this applicant whether now or in the future. The partner applicant acknowledges and agrees that the application is made on and subject to the terms and conditions for use of HQIP Data and any grant of access to the data will at all times be subject also to that agreement.* | **Name** | Click or tap here to enter text. |
| **Position** | Click or tap here to enter text. |
| **Signature** | **A white square with a blue border  Description automatically generated** |
| **Date of signature** | Click or tap to enter a date. |

1. [What do we mean by public benefit? Evaluating public benefit when health and adult social care data is used for purposes beyond individual care - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/what-do-we-mean-by-public-benefit-evaluating-public-benefit-when-health-and-adult-social-care-data-is-used-for-purposes-beyond-individual-care) [↑](#footnote-ref-1)
2. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/1085485/World-Map-V3\_\_2\_.jpg [↑](#footnote-ref-2)