

ICB Practice Agreement

Terms governing the provision and receipt of Digital Services in General Practice

ICB Practice Agreement
Terms governing the provision and receipt of Digital Services in general practice

Version number: 03

Published: 2026

First published: March 2015

Prepared by: Primary Care Digital Transformation Directorate, NHS England

The NHS Commissioning Board (NHS CB) was established on 1 October 2012 as an executive non-departmental public body. Since 1 April 2013, the NHS Commissioning Board has used the name NHS England for operational purposes.

DATED

20[]

(1) [Integrated Care Board]

and

(2) [PRACTICE]

ICB - PRACTICE AGREEMENT

**TERMS GOVERNING THE PROVISION AND RECEIPT OF DIGITAL SERVICES
IN GENERAL PRACTICE**

CONTENTS

DEFINITIONS	6
2 BACKGROUND	12
3 GENERAL TERMS	13
4 MUTUAL RESPONSIBILITIES OF THE PARTIES	15
SERVICES	15
SERVICE REVIEW	17
FOUNDATION SOLUTIONS	17
CHOICE OF FOUNDATION SOLUTIONS	17
SELECTION OF FOUNDATION SOLUTION	18
MIGRATION OF FOUNDATION SOLUTION	18
NON-FOUNDATION DIGITAL SOLUTIONS FOR THE PRACTICE	19
PATIENT ONLINE SOLUTIONS FOR THE PRACTICE	19
ENHANCED DIGITAL SERVICES FOR THE PRACTICE	19
BUSINESS CONTINUITY, DISASTER RECOVERY AND HIGH SEVERITY INCIDENT MANAGEMENT	20
5 CONFIDENTIALITY	21
6 DATA PROTECTION	21
7 TRAINING	22
8 ICB RESPONSIBILITIES	24
GENERAL	24
SOFTWARE AND IT INFRASTRUCTURE	24
SUPPORT & MAINTENANCE SERVICE LEVELS	25
SYSTEM UPGRADE AND SYSTEM MIGRATION	25
DELEGATED RESPONSIBILITY FOR DELIVERY OF THE SERVICES	25
9 PRACTICE RESPONSIBILITIES IN RESPECT OF THE SERVICES	25
GENERAL	25
SOFTWARE AND IT INFRASTRUCTURE	26
SUB-CONTRACTED SUPPLIERS	27
HARDWARE AND SOFTWARE SUPPORT	28
SYSTEM UPGRADE AND SYSTEM MIGRATION	28
SUPPORTED PREMISES	29
10 ESCALATION AND DISPUTE RESOLUTION	31
ESCALATION PROCEDURE	31
DISPUTE RESOLUTION PROCEDURE	31
NHS RESOLUTION	32
EXPERT DETERMINATION	32
11 FORCE MAJEURE	33
12 TERMINATION OF THIS AGREEMENT	34
13 VARIATIONS	34
14 THIRD PARTY RIGHTS	35

AGREEMENT SIGNATURE PAGE.....	36
APPENDIX 1: SUMMARY OF SERVICES TABLE.....	37
APPENDIX 2: SUPPORT & MAINTENANCE SERVICE LEVELS.....	40
APPENDIX 3: ESCALATION PROCEDURE.....	41
APPENDIX 4: BUSINESS JUSTIFICATION FORM.....	42
PART A.....	43
PROCESS FOR PRODUCING A BUSINESS JUSTIFICATION FORM FOR CHANGE OF PRACTICE FOUNDATION SOLUTION.....	43
PART B.....	46
BUSINESS JUSTIFICATION FORM.....	46
REQUESTED PRACTICE FOUNDATION SOLUTION	46
IMPACT	48
CHECKLIST OF CONSIDERATIONS	50
APPENDIX 5: CONDITIONS FOR DIGITAL & IT COMPLIANCE FOR ANY SUB- CONTRACTOR TO THE PRACTICE	55
APPENDIX 6: LOCAL DATA PROCESSING DEED	56

Definitions

- 1.1 "APMS Contract" means the Alternative Provider Medical Services contract entered into by NHS England and a provider of primary medical services under Section 83(2)(b) of the National Health Service Act 2006;
- 1.2 "Beneficiaries" has the meaning given to it in the Data Processing Deed, and (pursuant to the Data Processing Deed) includes NHS England and the Secretary of State for Health and Social Care in exceptional circumstances;
- 1.3 "Business Continuity Plan or BCP" has the meaning set out in clause 4.43;
- 1.4 "Business Justification Form" means the form (a template of which is included at Appendix 4 to this Agreement) which supports the Selection Process;
- 1.5 "Core Hours" means the period defined in the GP Contract as core hours during which the contractor must deliver primary care services beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday except Good Friday, Christmas Day or bank holidays or as stated in the GP Contract;
- 1.6 "Core & Mandated Requirements" means the requirements for digital systems, technologies and services described in the Operating Model as necessary to deliver the GP Contract or as otherwise nationally mandated;
- 1.7 "Controller" has the meaning given to it under the Data Protection Legislation;
- 1.8 "Data Processing Deed" means, as applicable, the Digital Services for Integrated Care (or successor) Data Processing Deed or the Local Data Processing Deed (which is substantially in the form as set out at Appendix 6);
- 1.9 "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (to the extent applicable); the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) (to the extent applicable) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to Personal Data (to the extent applicable) and all other legislation and regulatory requirements in force from time to time which apply to or 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;
- 1.10 "Digital Services for Integrated Care (or successor) Data Processing Deed" means the deed of undertaking for data processing entered into under the "GPITF Framework 1" from the Digital Services for Integrated Care Catalogue of Frameworks (or successor) by a Supplier for the benefit of the Practice and other Beneficiaries, and for the purposes of this Agreement shall include any

successor deed or data processing agreement from the Digital Services for Integrated Care Catalogue of Frameworks (or successor);

- 1.11 “Digital Services for Integrated Care or DSIC (or successor) Products” means digital tools and systems that are available to be purchased from the Digital Services for Integrated Care Catalogue of Frameworks (or successor) by the ICB for use by the Practice, pursuant to this Agreement;
- 1.12 “Digital Services for Integrated Care (DSIC) Catalogue of Frameworks (or successor)” means the digital catalogue that is managed by NHS England which allows users to buy assured digital tools and systems through approved assurance frameworks;
- 1.13 “Digital Services for Integrated Care (DSIC) Framework Call Off Agreement (or successor procurement routes)” means an agreement under a framework (or successor procurement routes) from the Digital Services for Integrated Care Catalogue of Framework (or successor), pursuant to which specific Digital Services are ordered by the ICB for the Practice;
- 1.14 “Digital Services for Integrated Care (DSIC) Catalogue of Frameworks (or successor) Data Migration Standard” means the national standard supporting the safe and effective migration of data between Digital Service for Integrated Care (or successor) Products;
- 1.15 “Digital Services for Integrated Care (DSIC) Catalogue of Frameworks (or successor) Training Standard” means the national standards applied to services provided through the Digital Services for Integrated Care Catalogue of Frameworks (or successor);
- 1.16 “Disaster Recovery Plan” means the plan that is implemented after a disaster has occurred to enable recovery of services provided under this Agreement;
- 1.17 “Dispute Resolution Procedure” means the dispute resolution procedure set out in clause 10 which the parties must follow, once they have gone through the Escalation Procedure;
- 1.18 “DSPT” means the NHS Data Security and Protection Toolkit (or any successor assurance assessment from NHS England);
- 1.19 “Effective Date” means the date this Agreement is executed by both parties;
- 1.20 “Enhanced Digital Services” means digital services provided and/or procured by the ICB which meet the Enhanced Requirements;
- 1.21 “Enhanced Requirements” means the requirements for digital systems, technologies and services described in the Operating Model which may enable service transformation or productivity improvement;

- 1.22 “Escalation Procedure” means the steps taken by the parties in accordance with clause 10 and Appendix 3 should a complaint and/or dispute arise;
- 1.23 “Essential Services” means essential (patient care) services as defined in the GP Contract and GP Regulations;
- 1.24 “Expert” means the independent expert appointed in accordance with clause 10.10 or 10.11 of this Agreement;
- 1.25 “Extended Operational Service Hours” means any local arrangement between the ICB and the Practice who provides additional GP Contract services outside the Core Hours, to support enhanced access as detailed in the GP Contract, who will be provided with additional operational support during those extended hours in addition to the Operational Service Hours;
- 1.26 “Foundation Digital Capabilities” means the set of clinical and business capabilities defined in the Operating Model as necessary to meet the minimum clinical system requirements to carry out the Essential Services in GP Contract functions;
- 1.27 “Foundation Solution” means any accredited IT system (or group of accredited systems) which maps to the Foundation Digital Capabilities and is sourced through the Digital Services for Integrated Care Catalogue of Frameworks (or successor). The Foundation Solution must be accredited through compliance with the standards mandated on the Digital Services for Integrated Care Catalogue of Frameworks (or successor). Services available on the Digital Services for Integrated Care Catalogue of Frameworks (or successor) have been assured as compliant against all relevant standards;
- 1.28 “GMS Contract” means the General Medical Services contract entered into by NHS England and a provider of primary medical services under Section 84 of the National Health Service Act 2006;
- 1.29 “Good Practice Guidelines” means the “Good practice guidelines for general practice electronic patient records” at: [Good practice guidelines for general practice electronic patient records – \(GPGv5\)](#) and any successor versions;
- 1.30 “GP Contract” means a GMS Contract, PMS Agreement or APMS Contract entered into by the Practice and NHS England or other NHS body;
- 1.31 “GP IT Assets” means all assets and rights used by the NHS and/or the ICB to provide the Services to the Practice in accordance with this Agreement but excluding any assets owned by the Practice, which includes any device, equipment, system or database that may store electronic patient identifiable data;

- 1.32 “GP Regulations” means The National Health Service (General Medical Services Contracts) Regulations 2015;
- 1.33 “High Severity Incident” means (i) an incident defined or classified by NHS National Service Desk as severity level 1 or 2 in accordance with the NHS England Severity Level Guidelines (ii) a High Severity NHS Cyber Alert (iii) a Notifiable Incident under the NIS Regulations (iv) a Notifiable Personal Data Breach, or any other incident as set out in the Operating Model;
- 1.34 “High Severity Incident Service Hours” means 24 hours a day, 7 days a week;
- 1.35 “ICB” means the [NAME OF ICB] Integrated Care Board;
- 1.36 “Local Data Processing Deed” means the deed of undertaking for data processing entered into for the benefit of the Practice and other Beneficiaries with a Supplier commissioned to provide Locally Commissioned Services, substantially in the form as set out at Appendix 6;
- 1.37 “Locally Commissioned Services” means digital services locally selected, commissioned and/or directly delivered by the ICB for the purpose of such digital Services to be delivered to their locality Practices, including digital services purchased via applicable national framework agreements but excluding any digital services purchased via the Digital Services for Integrated Care Catalogue of Frameworks (or successor) or any National Digital Services;
- 1.38 “Managed GP IT Infrastructure” means all IT infrastructure, networks, hardware, software and systems which the ICB has responsibility to provide or to manage as part of the Service delivered to the Practice (either directly by the ICB or through a commissioned service);
- 1.39 “National Digital Services” means the national digital services commissioned centrally by NHS England as listed in the Operating Model;
- 1.40 “NHS or National Services” means the National Health Services of England;
- 1.41 “NHS England” means the NHS Commissioning Board for NHS services;
- 1.42 “NHS DSPT Incident Reporting Tool” means the NHS Data Security and Protection Incident Reporting Tool, the reporting function all NHS organisations must use to report Personal Data Breaches to the Information Commissioner’s Office (ICO);
- 1.43 “NHS Registration Authority” means a function, usually within a NHS organisation, that is approved to carry out the identity checks of prospective NHS SmartCard users and assigns an appropriate access profile to the health professional’s role, as approved by the Practice;

- 1.44 “NHS Resolution” (formerly the National Health Service Litigation Authority established by Article 2 of the National Health Service Litigation Authority (Establishment and Constitution) Order 1995 and which is the body directed by the Secretary of State to determine any referred disputes in connection with this Agreement in accordance with Section 9(6) of the National Health Service Act 2006;
- 1.45 “NHS SmartCard” means a physical or virtual smartcard issued by an approved NHS Registration Authority used in conjunction with a passcode, known only to the smartcard holder, which gives secure and auditable access to national and Spine enabled health record systems. This includes any NHS approved alternative to or replacement for NHS SmartCards;
- 1.46 “NIS Regulations” mean the Network and Information Systems Regulations 2018 and any subordinate legislation made under them, each as amended, extended or re-enacted from time to time;
- 1.47 “Non-Foundation Digital Capabilities” means the set of core and mandated clinical and business capabilities defined in the Operating Model which are not Foundation Digital Capabilities;
- 1.48 “Non-Foundation Solutions” means any IT system (or group of systems) which maps to the Non-Foundation Digital Capabilities;
- 1.49 “Operating Model” means the document titled Securing Excellence in Primary Care (GP) Digital Services: The Primary Care GP Digital Services Operating Model 2026 published by NHS England, including any publications of subsequent amendments and revisions from time to time;
- 1.50 “Operational Service Hours” means the Core Hours; –
- 1.51 “Patient Online Service Capabilities” means the set of core and mandated clinical and business capabilities defined in the Operating Model;
- 1.52 “Patient Online Solutions” means any IT system or service (or group of systems and services) which maps to the Patient Online Service Capabilities;
- 1.53 “Personal Data” shall have the meaning given in the Data Protection Legislation;
- 1.54 “Personal Data Breach” shall have the meaning given in the Data Protection Legislation;
- 1.55 “PMS Agreement” means the Personal Medical Services Agreement entered into by NHS England and a provider of primary medical services under Section 92 of the National Health Service Act 2006;

- 1.56 “Practice” means the individual, partnership or other form of legal entity holding a GP Contract to provide essential primary care services. A Practice with multiple branch sites shall constitute a single Practice. Where more than one practice operates from a shared location or shares a common database with other practices, each separate practice shall be counted as a Practice and where one or more practices merge, the resulting practice shall be counted as a single Practice;
- 1.57 “Practice Business Requirements” means the requirements for digital systems, technologies and services described in the Operating Model which are necessary to support the Practice’s activities necessary to run the internal Practice business and governance or are otherwise out of scope of the services provided as described in the Operating Model;
- 1.58 “Practice Premises” means the address(es) specified in the GP Contract from which primary medical services are to be provided by the Practice (or any Sub-contractor), as amended from time to time;
- 1.59 “Processing” shall have the meaning given in the Data Protection Legislation, and terms such as “Process” and “Processes” shall be construed accordingly;
- 1.60 “Processor” has the meaning given to it under the Data Protection Legislation;
- 1.61 “Remote Premises” means an address, which does not constitute the Practice Premises, from where the Practice or any Sub-contractor provides a Remote Service, provided that this excludes personal domestic residences and mobile working locations;
- 1.62 “Remote Service” has the meaning given to it in the GP Contract;
- 1.63 “Selection Process” means the process to be followed in order to award and enter into a Digital Services for Integrated Care Framework Call Off Agreement (or successor procurement routes) for the procurement of Foundation Solutions, Non-Foundation Solutions or Patient Online Solutions, under the Digital Services for Integrated Care Catalogue of Frameworks (or successor);
- 1.64 “Services” means the digital services commissioned by the ICB (and/or national NHS organisations) for the use of the Practice to meet the requirements set out in the Operating Model and the service provided by the ICB set out in the Summary of Services;
- 1.65 “Standard Service Hours” means between the hours of 09:00 – 17:00, Monday to Friday, excluding Public Holidays;
- 1.66 “Sub-contractor” means a person or persons (including, but not limited to, limited companies) who has or have been contracted by the Practice to provide certain primary care services to its patients in accordance with its GP Contract;

- 1.67 “Summary of Services” has the meaning given to it in clause 4.1;
- 1.68 “Supplier” means a supplier of the Services provided to the Practice under this Agreement whether directly under the Operating Model or by any other supplier providing IT systems, software, hardware or support to the Practice on behalf of the ICB via the Operating Model;
- 1.69 “Support & Maintenance Service Levels” means the service levels for support and maintenance agreed by the ICB and the Practice and set out in Appendix 2;
- 1.70 “Supported Premises” means any Practice Premises and/or any Remote Premises which the ICB has agreed to provide and support with Managed GP IT Infrastructure and IT connectivity (excluding personal domestic residences and mobile working locations), as listed in Table (ii) of Appendix 1; and
- 1.71 “UK GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
- 1.72 “Digital Pathways Capabilities” mean the set of digital capabilities supporting the Modern General Practice model and defined in the Operating Model
- 1.73 “**Digital Pathways Solutions**” mean any IT system (or group of systems) which maps to the Digital Pathways Capabilities

2 BACKGROUND

- 2.1 This Agreement sets out the five main ways a Practice can obtain digital services for the purpose of delivering the GP Contracts:
- 2.1.1 NHS England and other national NHS bodies are responsible for the commissioning and delivery of National Digital Services for the NHS, including general practice.
- 2.1.2 NHS England has directed the ICB to ensure the availability and procurement of digital services to a Practice as described in the Operating Model, which describes the necessary operating arrangements, requirements, standards and leadership. The availability of digital services to a Practice includes:
- 2.1.2.1 via the DSIC Catalogue of Frameworks (or successor) from which the ICB may procure digital services for use by the practice; and/or

- 2.1.2.2 via Locally Commissioned Services, which are delivered and/or commissioned by the ICB.
 - 2.1.3 The Practice may also purchase its own digital services outside of the National Digital Services, the DSIC Catalogue of Frameworks (or successor) and Locally Commissioned Services but when doing so it will have to adhere to the requirements set out in the Operating Model if those digital services interface with, use or access other digital services commissioned and/or provided by the ICB or other NHS bodies.
- 2.2 NHS England is responsible for managing the DSIC Catalogue of Frameworks (or successor) and purchasing framework offerings for ICBs and Practices to provide them with access to accredited digital services. NHS England is responsible for onboarding, assurance and Supplier management, which enables patient management and clinical capabilities in general practice through software application and data solutions.
- 2.3 The ICB will provide the Practice with digital services to meet the Core & Mandated Requirements for the Practice as described in the Operating Model using the DSIC Catalogue of Frameworks (or successor), the National Digital Services and Locally Commissioned Services.
- 2.4 The ICB may provide the practice with digital services to meet Enhanced Requirements for the Practice, which may enable service productivity and transformational improvements.

3 **GENERAL TERMS**

- 3.1 These terms set out:
 - 3.1.1 the basis on which the ICB will make available the Services to Practices; and
 - 3.1.2 the Practice's responsibilities in respect of receiving the Services.
- 3.2 For the avoidance of doubt, the Services constitute digital services commissioned by the ICB (and/or national NHS organisations) for the use of the Practice to meet the requirements set out in the Operating Model and set out in the Summary of Services. This includes services provided under the DSIC Catalogue of Frameworks (or successor), the National Digital Services, and Locally Commissioned Services provided by the NHS (locally or nationally) to the practice, as further described within the Operating Model.
- 3.3 The Services exclude any digital tools and systems:
 - 3.3.1 purchased directly by the Practice; and

- 3.3.2 including, but not limited to, such digital tools and systems provided to the Practice by any other third-party.
- 3.4 These terms are a bilateral agreement between:
 - 3.4.1 each Practice (which will cover all Supported Premises for the Practice) receiving the Services; and
 - 3.4.2 the ICB providing Services to the Practice.
- 3.5 This Agreement shall take effect on the Effective Date.
- 3.6 This Agreement shall continue for as long as necessary to support the framework agreements and delivery of Services by the Supplier.
- 3.7 Where a dispute arises in respect of either party's rights and responsibilities under this Agreement which cannot be resolved by the parties in accordance with the local Escalation Procedure, the Dispute Resolution Procedure shall be invoked.
- 3.8 An ICB may choose to delegate the fulfilment of part of its responsibilities under this Agreement to a third party, as described in the Operating Model. The ICB will ensure that any such third party delivers the Services in line with the obligations set out in this Agreement (see 8.17). The Operating Model also sets out the responsibilities which may not be delegated by the ICB.
- 3.9 This Agreement shall be governed by and construed in accordance with English Law and subject to clause 10 of this Agreement, be subject to the exclusive jurisdiction of the English Courts.
- 3.10 The terms of this Agreement can only be varied in accordance with the provisions of clause 13.
- 3.11 In the event of a conflict between a provision of this Agreement and a provision of the GP Contract, the provisions of the GP Contract shall prevail.
- 3.12 Wherever a clause states that the ICB or the Practice shall undertake an activity, the relevant party shall bear its own costs for taking part in the activity unless otherwise stated in this Agreement or in the GP Contract.
- 3.13 Any references to a body, organisation or agency in this Agreement shall be interpreted to include their successors.
- 3.14 If either party intends to bring a claim against a Supplier(s) pursuant to the rights and liabilities set out in the DSIC Catalogue of Frameworks (or successor) and/or the Data Processing Deed, the party making the claim shall in a format to be confirmed by NHS England as soon as reasonably practicable:

- 3.14.1 notify NHS England of the intended claim with brief details of the reasons and sums involved;
- 3.14.2 consult and co-operate with NHS England with regard to how the claim might be conducted; and
- 3.14.3 keep NHS England up to date with information of any proposed or actual settlement sums.

4 MUTUAL RESPONSIBILITIES OF THE PARTIES

Services

- 4.1 The ICB shall complete and maintain an up-to-date summary description of the Services for the Practice (“Summary of Services”). A copy of this description should be maintained in Appendix 1 of this Agreement. This description should be reviewed at least once a year.
- 4.2 The ICB shall complete and maintain an up-to-date summary description of the Supported Premises for the Practice. A copy of this description should be maintained in Appendix 1 of this Agreement. This description should be reviewed at least once a year.
- 4.3 The ICB shall provide the Services identified in the Summary of Services. As a minimum, the Services shall meet the existing and future Core & Mandated Requirements for the Practice.
- 4.4 The ICB may provide but has no obligation to provide services which may be required to meet the Enhanced Requirements for the Practice.
- 4.5 The ICB has no obligation to provide services which may be required to meet the Practice Business Requirements for the Practice.
- 4.6 The ICB shall provide in writing an updated Summary of Services to the Practice each time it is updated.
- 4.7 The ICB has no obligation to provide funds directly to the Practice, or any party appointed by the Practice, in lieu of Services.
- 4.8 So as to ensure that the Summary of Services remains accurate on an ongoing basis, if the Practice is to receive, or is receiving, services from the ICB which are outside the scope of the current Summary of Services, the Practice shall agree with the ICB a revised Summary of Services.
- 4.9 It is the responsibility of the Practice to inform the ICB if the current version of the Summary of Services is out of date or contains errors.
- 4.10 The Practice shall notify the ICB of any software and/or hardware used by the Practice, that is installed or operated on the Managed GP IT Infrastructure, but

which has not been provided by the ICB. Where so notified by the Practice, the ICB may acting reasonably at its discretion decide to:

- 4.10.1 provide service desk support for that software and/or hardware and include this provision in the Summary of Services;
 - 4.10.2 approve the use of the software and/or hardware but not provide service desk support;
 - 4.10.3 prohibit the use of the software and/or hardware where there is a cyber security, data security, clinical safety or infrastructure/system performance risk to the Services provided by the ICB; or
 - 4.10.4 prohibit the use of the software if the Practice does not have a valid licence or other required consent to operate the software.
- 4.11 Neither party shall allow any unsupported computer operating systems, browsers or software to be installed or connected to the Managed GP IT Infrastructure.
- 4.12 Where, as part of the Services provided to the Practice the ICB has provided IT infrastructure for public direct use e.g. via the use of public wifi in any Supported Premises the Practice may use these services for its Practice and Practice's staff use. Such use can occur without prior agreement from the ICB, provided that the Practice ensures it and its Practice staff comply with the required conditions for use of public access to such services.
- 4.13 Subject to clause 4.10 the Practice shall not install any hardware or software or make changes to any hardware or software configuration that is installed or operated on the Managed GP IT Infrastructure under this Agreement unless agreed by the ICB, such agreement not to be unreasonably withheld.
- 4.14 The ICB shall maintain a list of software and hardware (which can be made available on request) that may be installed or operated on the Managed GP IT Infrastructure in the Practice.
- 4.15 The Practice shall seek the ICB's permission to participate in any testing or pilot activity which involves changes to the software or hardware configuration in the Practice, such permission not to be unreasonably withheld.
- 4.16 The Practice shall comply with the constraints imposed by the ICB pursuant to clauses 4.8 to 4.15 failing which, the ICB shall have no responsibility for any failure or degradation of system functionality or performance in this respect which has a business impact.
- 4.17 The Practice shall bear the costs (including remedial work) resulting from a failure or degradation in functionality or performance of the Managed GP IT

Infrastructure relating to installing or operating software or hardware that is not approved by the ICB.

4.18 The parties acknowledge that:

4.18.1 NHS England, through its role for the DSIC Catalogue of Frameworks (or successor) (for example setting and assuring against Standards), does not assume any risk of the failure or suitability of the products and services available via the DSIC Catalogue of Frameworks (or successor), including Foundation Solutions and other Services; and

4.18.2 Clinicians at each Practice must use their own professional judgement with regards to the results generated by the products and services of the suppliers pursuant to the DSIC Catalogue of Frameworks (or successor), including Foundation Solutions and other Services.

Service Review

4.19 The ICB shall formally review the Services with the Practice at least once a year. This will include:

4.19.1 discussion of the performance of the Services;

4.19.2 discussion of the performance of any commissioned Services;

4.19.3 implementation plans for new Services;

4.19.4 training requirements;

4.19.5 Business Continuity Plans and High Severity Incident management arrangements;

4.19.6 plans for future delivery of the Services; and

4.19.7 the content of schedules provided in Appendices 1 and 2, including, but not limited to, the list of Supported Premises and Sub-contractors to the Practice;

4.19.8 sustainability and supporting NHS net zero commitments.

4.20 Either party may request additional reviews of the Services in order to address specific issues or agree plans for revisions to the Services. Both parties shall endeavour to respond to such requests promptly and positively.

Foundation Solutions

Choice of Foundation Solutions

- 4.21 Practices will be able to determine an accredited Foundation Solution from the DSIC Catalogue of Frameworks (or successor) which meets the Foundation Digital Capabilities.
- 4.22 Where a Practice decides to migrate to an alternative accredited Foundation Solution it shall make a request to the ICB.
- 4.23 The Practice may not request migration to an alternative accredited Foundation Solution within 3 years of the last deployment of accredited Foundation Solution in the Practice unless exceptional circumstances apply
- 4.24 The ICB may, at its discretion, require the Practice to prepare a Business Justification Form, using the template provided in Appendix 4, to justify the proposed change of Foundation Solution.
- 4.25 Where the Practice and ICB do not agree on the choice of Foundation Solution or whether the Practice should migrate from its Foundation Solution, the parties shall attempt to reach an agreed position using the Escalation Procedure and if required, the Dispute Resolution Procedure.

Selection of Foundation Solution

- 4.26 Where a change of the Practice's Foundation Solution has been agreed, the ICB and the Practice shall jointly undertake the Selection Process and mutually agree the migration plan.
- 4.27 The parties shall work together to terminate any existing contract(s) for digital services (as set out in Appendix 1) in respect of the Services provided to the Practice, subject to the prior agreement of the Practice and/or the conclusion of any proceedings initiated under the Dispute Resolution Procedure.
- 4.28 Pursuant to clause 4.26, if the parties agree to terminate any existing contract(s), NHS England or the ICB will be responsible for paying administrative costs for terminating any existing contract and entering into a new contract with a Supplier. The Practice will be responsible for the costs of transition to a new contract arising from any obligations under this Agreement (including in clause 7.7) as well as such costs set out in the DSIC Catalogue of Frameworks (or successor) Data Migration Standard and DSIC Catalogue of Frameworks (or successor) Training Standard.

Migration of Foundation Solution

- 4.29 Following the decision by the parties in clause 4.25, the ICB shall deliver the deployment and migration of data from one Foundation Solution to the other in accordance with the decision made under the Selection Process by the parties. The ICB may delegate the deployment and migration of data to a delivery partner of DSIC (or successor) Products.

- 4.30 The ICB and the Practice shall carry out their responsibilities in respect of the migration activities in accordance with the agreed plan and the DSIC Catalogue of Frameworks (or successor) Data Migration Standard.

Non-Foundation Digital Solutions for the Practice

- 4.31 The ICB will make available to the Practice Non-Foundation Digital Solutions which meet the Non-Foundation Digital Capabilities defined in the Operating Model. These services will be determined by the ICB in collaboration with practices from the DSIC Catalogue of Frameworks (or successor) or other appropriate national framework.
- 4.32 The ICB and the Practice will jointly select the Non-Foundation Solutions for use by the Practice. The process for this is further set out in the Operating Model.
- 4.33 Should the parties not agree on the selection of Non-Foundation Solutions the parties must follow the Escalation Procedure and if required, the Dispute Resolution Procedure to resolve the dispute.

Patient Online Solutions for the Practice

- 4.34 The ICB will make available to the practice Patient Online Solutions which meet the Patient Online Service Capabilities and standards defined in the Operating Model. These services will be determined by the ICB in collaboration with practices from accredited services in the DSIC Catalogue of Frameworks (or successor).
- 4.35 The ICB and the Practice will jointly select the Patient Online Solutions for use by the Practice from accredited services within the DSIC Catalogue of Frameworks (or successor). The process for this is further set out in the Operating Model.
- 4.36 Should the parties not agree on the selection of Patient Online Solutions the parties must follow the Escalation Procedure and if required, the Dispute Resolution Procedure to resolve the dispute.
- 4.37 These Patient Online Solutions will be available to practices and their patients in addition to any National Digital Services available universally.

Enhanced Digital Services for the Practice

- 4.38 The ICB may make available to the practice Enhanced Digital Services which meet locally defined enhanced capabilities and which must meet the standards defined in the Operating Model. These services will be determined by the ICB in collaboration with practices.

4.39 The ICB and the Practice will jointly select the Enhanced Digital Services for use by the Practice. The process for this is further set out in the Operating Model.

4.40 **National Digital Services**

4.41 The Practice will be provided with access to National Digital Services where applicable to the Practice function.

4.42 The ICB will support the deployment and use of the National Digital Services through the Services provided to the Practice under this Agreement.

4.43 All National Digital Services will be selected and implemented by NHS England and the Practice will not be permitted to select which National Digital Service is provided.

Business Continuity, Disaster Recovery and High Severity Incident Management

4.44 The Practice shall develop a Business Continuity Plan (BCP) in accordance with guidance in the Operating Model, which must be approved by the ICB. The BCP must include responses to a High Severity Incident. Should the Practice have an existing BCP which is applicable to any new or existing Service the Practice can continue using the BCP.

4.45 The ICB shall review the Practice BCP. The ICB may request changes to the plan to ensure that the Practice's plans align with the Operating Model and any current NHS Guidance, and ensure that it correctly reflects the parties' responsibilities (including responsibility for associated costs) under the plan. The ICB shall confirm to the Practice its agreement to the BCP.

4.46 The ICB and the Practice shall perform their duties as set out in the BCP should a High Severity Incident occur.

4.47 The ICB shall ensure the Supplier of the Services which the ICB commissions directly, develop and maintain a Business Continuity Plan and Disaster Recovery Plan relevant to the Services commissioned for the Practice and in accordance with the guidelines and standards referenced in the Operating Model. The Supplier's Business Continuity Plan and Disaster Recovery Plan must include responses to a High Severity Incident.

4.48 In the event of a national cyber incident (formally called by NHS England) the parties will fully cooperate and support the actions required by the Emergency Preparedness, Resilience and Response Framework (EPRR), NHS England (or any party with delegated authority). This may include accessing urgent out of hours practice contacts, communication routes, and access to Supported Premises and Managed GP IT Infrastructure outside Core Hours.

- 4.49 The Practice is responsible for reporting a notifiable Personal Data Breach to the Information Commissioners Office (ICO) through reporting any Personal Data Breaches through the NHS DSPT Incident Reporting Tool.
- 4.50 The Practice acknowledges that, in accordance with its obligations under the NIS Regulations, the ICB is responsible for reporting any serious network and information incidents (including cyber incidents) which impact on provision of the Services through the NHS DSPT Incident Reporting Toolkit and for managing and minimising security risks within the Managed GP IT Infrastructure. In order to assist the ICB to meet its obligations under the NIS Regulations, the Practice shall comply with its relevant cybersecurity obligations as set out under its GP Contract, the DSPT and the Operating Model.
- 4.51 Both parties will cooperate and support the identification, reporting and resolution of High Severity Incidents including providing access to Supported Premises and Managed GP IT Infrastructure.
- 4.52 Where the Practice independently purchases digital systems and services, it is responsible for ensuring the system or service is compliant with the standards described in the Operating Model including, but not limited to, those standards determining cyber security, data security and clinical safety.

5 **CONFIDENTIALITY**

- 5.1 The ICB and the Practice shall adhere to prevailing NHS security and confidentiality policies at all times including all requirements and conditions under the GP Contract.

6 **DATA PROTECTION** All parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

- 6.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Practice is a Controller and the Supplier is a Processor.

6.3 The Processing of data and Personal Data by a Supplier on behalf of the parties in connection with its performance of the Services shall be governed by the relevant Data Processing Deed.

- 6.4 For the purposes of clause 6.3, the relevant Data Processing Deed shall be:

- 6.4.1 the Local Data Processing Deed, where the Processing is carried out under or in connection with the provision of Locally Commissioned Services; and

- 6.4.2 the DSIC Catalogue of Frameworks (or successor) Data Processing Deed, where the Processing is carried out under or in connection with the provision of DSIC (or successor) Products.
- 6.5 The ICB acknowledges that the default data processing provisions contained within frameworks other than those within the DSIC Catalogue of Frameworks (or successor) may not recognise the unique relationship between the ICB and the Practice, and acknowledges that, where Locally Commissioned Services are commissioned via frameworks other than those within the DSIC Catalogue of Frameworks (or successor), the Local Data Processing Deed must be incorporated into and replace the default data processing provisions prior to signature of that contract.
- 6.6 The Practice acknowledges the responsibility of NHS England and/or the Secretary of State for Health and Social Care to, in exceptional and limited circumstances, take direct intervention in the management of GP IT Contracts (as defined in the DSIC Catalogue of Frameworks (or successor) Data Processing Deed), DSIC (or successor) Products, National Digital Services and Locally Commissioned Services contracts, and that such intervention may include directing the Processing of Personal Data (including Practice patient data) in connection with the relevant Services. The Practice acknowledges that in such circumstances, and pursuant to the terms of the relevant Data Processing Deed (where applicable), each of NHS England, and/or the Secretary of State for Health and Social Care (as applicable) may give instruction to the Supplier in the capacity of a Controller and the Supplier may Process Personal Data on those instructions.
- 7 **TRAINING** The Practice shall carry out a training needs analysis that identifies the Practice staff that require training in the use of the Services.
- 7.2 The Practice shall ensure that all practice staff are trained to a minimum entry level standard as per the NHS IT Skills Pathway including use of relevant operating systems and office productivity software.
- 7.3 The Practice shall ensure that new staff will receive adequate training before Foundation Solutions, Non-Foundation Solutions and National Digital Services are used.
- 7.4 Using the output from the training needs analysis, the Practice shall prepare a training plan for the Practice which identifies the staff to be trained and the training requested to be provided from the ICB over a six month period or more as agreed by the parties.
- 7.5 The ICB shall review the Practice's training plan and may request changes to the plan in line with local priorities and plans for the deployment of Services.

The ICB shall confirm its agreement to the training plan, amended as agreed by the parties.

- 7.6 The ICB shall provide training for Practice staff in line with the agreed training plan and in accordance with the Clinical Systems Training and Optimisation requirements described in the Operating Model and as applicable with the DSIC Catalogue of Frameworks (or successor) Training Standard.
- 7.7 The Practice shall make its staff available for training in accordance with the timetable agreed with the ICB or its Supplier(s) and shall be responsible for the costs of making staff available for such training, including any costs applicable to temporary staff replacement and travel costs.
- 7.8 The Practice shall maintain an up-to-date record of staff training.
- 7.9 The parties shall request and agree amendments to the training plan in line with new developments and any changing requirements from the ICB and/or the Practice.

8 ICB RESPONSIBILITIES

The ICB shall:

General

- 8.1 comply with the commissioning arrangements outlined in the Operating Model;
- 8.2 contract with Suppliers for Services as agreed in Appendix 1 to this agreement;
- 8.3 liaise with the Practice to ensure that the Practice is making best use of the technology available to it. This includes:
 - 8.3.1 setting out the ICB's strategic objectives for general practice IT;
 - 8.3.2 providing information to allow the Practice to make choices about taking new services;
 - 8.3.3 ensuring an up to date audit trail of all GP IT Assets in use at the Practice;
- 8.4 have regard to the current version of the Good Practice Guidelines when providing Services to the Practice;
- 8.5 ensure that any Suppliers commissioned to provide Locally Commissioned Services agrees to and signs the Local Data Processing Deed before Processing any Personal Data as part of those Services, and where applicable the ICB shall ensure that the provisions of the Local Data Processing Deed are incorporated into and replace any default data processing provisions of the commissioning contract prior to its signature.

Software and IT Infrastructure

- 8.6 procure and deliver to the Practice the Core & Mandated Requirements as set out in clause 4.3;
- 8.7 support the software and Managed GP IT Infrastructure required to provide and deliver the Services;
- 8.8 inform the Practice of any licence restrictions contained in the terms under which the software is licensed to the ICB and/or Practice by the relevant Supplier;
- 8.9 ensure that the Managed GP IT Infrastructure is provided, upgraded and maintained in line with the refresh programmes and plans set out in the Operating Model;
- 8.10 comply with patch management, operating system updates, anti-virus definition updates and other cyber security controls on all Managed GP IT Infrastructure as defined in the Operating Model;

- 8.11 prohibit any unsupported computer operating systems browsers, software or hardware to be installed or connected to the Managed GP IT Infrastructure;
- 8.12 be responsible for the secure and legal removal and disposal of redundant GP IT Assets and any data they contain;
- 8.13 provide the equipment to support the Practice's use of NHS SmartCards (or any authorised replacement);

Support & Maintenance Service Levels

- 8.14 perform and/or procure the Services to meet or exceed the Support & Maintenance Service Levels;
- 8.15 ensure Services are provided with a minimum availability of:
 - 8.15.1 Operational Service Hours – for Enabling Requirements identified in the Operating Model requiring Operational Service Hours availability;
 - 8.15.2 Extended Operational Service Hours - for Enabling Requirements identified in the Operating Model subject to locally agreed requirements on supported premises, applications and Services;
 - 8.15.3 Standard Service Hours – for Enabling Requirements identified in the Operating Model requiring Standard Service Hours availability;
 - 8.15.4 High Severity Incident Service Hours – as required in the Operating Model;

System Upgrade and System Migration

- 8.16 fulfil its obligations in respect of the implementation, assurance and acceptance of the upgrade and/or migration of Services in accordance with the project plan agreed with the Practice and the relevant Suppliers;
- 8.17 undertake its responsibilities in accordance with the current version of the DSIC Catalogue of Frameworks (or successor) Data Migration Standard and the project plan agreed with the Practice and the relevant Suppliers; and

Delegated Responsibility for Delivery of the Services

- 8.18 ensure that any third party providing the Services on behalf of the ICB must deliver the Services in accordance with the ICB's obligations and responsibilities under this Agreement.

9 PRACTICE RESPONSIBILITIES IN RESPECT OF THE SERVICES

The Practice shall:

General

- 9.1 have regard to the current version of the Good Practice Guidelines;
- 9.2 comply with the applicable accountabilities and responsibilities outlined in the Operating Model;
- 9.3 regularly review, identify and improve processes which have caused breaches or near misses, or which force staff to use alternative IT processes which may compromise data security or clinical safety;
- 9.4 comply with end user terms and conditions of the Supplier (which have been accepted by the ICB on behalf of the Practice) for the use of any application or system provided to the Practice under this agreement which may be in relation to National Digital Services, the DSIC Catalogue of Frameworks (or successor) or Locally Commissioned Services;
- 9.5 work with the ICB to support the NHS local and national strategic objectives and policies for information management and technology relevant to primary care as and when published;
- 9.6 identify a named partner, board member or equivalent senior employee to be responsible for all IT matters including data and cyber security in the Practice;
- 9.7 identify a named individual as the Data Protection Officer (DPO) for the Practice as required under the Data Protection Legislation. This function may be shared with other practices but each practice must appoint their own named DPO;
- 9.8 fully cooperate with an on-site cyber and data security assessment if invited to do so and will act on the outcome of that assessment, including implementing any recommendations where applicable to the Practice;
- 9.9 provide urgent out of hours contacts and communication routes as well as access to the Supported Premises, digital systems and equipment outside Core Hours as necessary to support any High Severity Incident;
- 9.10 use every reasonable endeavour to protect Suppliers' intellectual property rights in respect of the systems and software provided by the ICB;
- 9.11 involve the Local Medical Committee in IM&T matters, as appropriate;
- 9.12 consult with the ICB on any developments, including developments in practice services, workforce and Supported Premises which will impact on the Services, Managed GP IT Infrastructure or DSIC (or successor) Products;
- 9.13 complete an annual DSPT submission in accordance with the requirements under the Operating Model;

Software and IT Infrastructure

- 9.14 comply with any licence restrictions notified to it by the ICB or Supplier and contained in the terms under which software is licensed to the NHS, ICB and/or the Practice by the relevant Supplier;
- 9.15 only use the Services while it is covered by a valid licence and Data Processing Deed with the Supplier;
- 9.16 comply with all Supplier issued end user terms and conditions of use for any Services as referred to in clause 9.4;
- 9.17 not try to gain access to those Services which are not authorised or configured for such use by the ICB or the Supplier;
- 9.18 not permit any third party access or use of the Managed GP IT Infrastructure without prior written agreement from the ICB (this does not apply to third party health care professionals contracted to personally provide professional clinical services as part of the Practice's delivery of the GP Contract);
- 9.19 not attempt to disable, amend or tamper with any audit trail or security features that form part of the Services or the Managed GP IT Infrastructure;
- 9.20 install recommended software upgrades and patches in accordance with the ICB's or the relevant Supplier's requirements where the Practice has control of the relevant IT infrastructure;
- 9.21 maintain IT equipment in an environment suitable for the sustainability of such equipment and in accordance with the Supplier's recommendations and requirements described in the Operating Model;

Sub-Contracted Suppliers

- 9.22 in circumstances where it uses a Sub-contractor for particular primary care services, be able to request from the ICB approval for the Sub-contractor to obtain access to use the Services provided to the Practice under this Agreement (subject to the conditions on sub-contracting of clinical matters within the GP Contract);
- 9.23 ensure that any contractual arrangement it enters into with a Sub-contractor whereby the Sub-contractor may be granted access to the Services by the ICB, the Practice shall incorporate an obligation requiring the Sub-contractor to comply with standards set out in the Operating Model;
- 9.24 require any Sub-contractor granted access to the Services by the ICB to agree to and sign the letter at Appendix 5 of this Agreement, which provides assurance to the ICB that they will adhere to the obligations and conditions for the Practice defined in this Agreement and in the Operating Model (please note where the Practice procures services from a Sub-contractor through a framework which requires compliance with the obligations and conditions

defined in this Agreement and in the Operating Model, then the Sub-contractor is not required to sign the letter at Appendix 6).;

- 9.25 have full liability for the actions of any Sub-contractor permitted to benefit from the use of the Services which are provided to the Practice under this Agreement;
- 9.26 indemnify the ICB against any and all losses suffered by the ICB as a result of a Sub-contractor not complying with the requirements and obligations in the Operating Model;
- 9.27 acknowledge that the ICB shall have no liability in respect of the actions of any Sub-contractor permitted to benefit from the use of the Services provided to the Practice under this Agreement;
- 9.28 acknowledge that the ICB shall have no liability in any way in relation to the delivery, reliability or use of the digital services which are being made available to any Sub-contractor;
- 9.29 will notify the ICB of any data breaches by any Sub-contractor;
- 9.30 accept that the ICB is liable solely to the Practice in accordance with the terms of this Agreement;

Hardware and Software Support

- 9.31 log all faults and technical issues in accordance with the procedures and standards set out in the Operating Model;
- 9.32 report promptly any loss or degradation of the Services in accordance with the procedures set out by the ICB and Supplier;
- 9.33 provide full details of the problem when logging an issue with the relevant service desk and respond promptly to any reasonable request for additional information;
- 9.34 where remote technical support is provided by the ICB or its Suppliers, allow appropriate access to the systems;
- 9.35 comply with all reasonable instructions and requests, such as access to particular staff to resolve a technical problem;

System Upgrade and System Migration

- 9.36 fulfil its obligations in respect of the implementation, assurance and acceptance of the upgrade and/or migration of DSIC (or successor) Products in accordance with the project plan agreed with the ICB and the relevant Suppliers;

- 9.37 identify existing third party software which it requests that the Supplier interfaces with the DSIC (or successor) Products;
- 9.38 undertake its responsibilities in accordance with the current version of the DSIC Catalogue of Frameworks (or successor) Data Migration Standard published by NHS England and the project plan agreed with the ICB and the relevant Suppliers;

Supported Premises

- 9.39 allow the ICB, its agents and Suppliers access to the Supported Premises and the Managed GP IT Infrastructure during Operational Service Hours and otherwise on reasonable notice for the purposes of fulfilling their obligations in respect of the Services;
- 9.40 provide urgent out of hours contacts, communication routes, and access to Supported Premises and Managed GP IT Infrastructure outside Core Hours as required under clause 4.47;
- 9.41 provide the ICB and the Supplier with full contact details for a primary and a secondary contact at the Practice who will provide the necessary information and access to premises and equipment to resolve problems with the Services;
- 9.42 ensure that it has adequate security measures in place in the Practice's Premises and consults the ICB and the relevant Supplier for advice relating to the Managed GP IT Infrastructure;
- 9.43 at all times ensure that adequate security arrangements are in place in the Supported Premises in order to protect NHS owned equipment;
- 9.44 follow any security breach where the ICB discovers inadequate security arrangements within a Practice and notifies the Practice of such, carry out the necessary upgrade(s) to its security arrangements as requested by the ICB and the Supplier;
- 9.45 ensure that it has taken reasonable precautions to ensure that NHS and Supplier owned equipment is protected from theft and malicious damage. It is the Practice's responsibility to inform their insurers that IT equipment will be on their premises. Practices are advised to insure practice-owned IT equipment. Practices are advised to ensure cover for the consequences of any loss arising from failure or defect in any of the Services provided under this agreement;
- 9.46 acknowledge that the ICB shall have no liability in respect of any loss due to data loss or failure to meet the Support & Maintenance Service Levels where this has been caused by a security breach or inadequate security arrangements at the Practice's Premises and/or by the Practice;

- 9.47 provide supporting services within the Supported Premises for NHS owned and Supplier owned equipment to operate safely and effectively including power supplies, safety testing of equipment, secure areas for IT communications and server equipment as directed including climate control and fire suppression where required;

10 ESCALATION AND DISPUTE RESOLUTION

Escalation Procedure

- 10.1 The parties acknowledge that the ICB, Practice and Supplier need to work together to ensure the smooth running of the Services. To enable this, a list of nominated contacts for the Practice and the ICB shall be agreed and maintained by the parties. Communication relating to contractual disputes shall be between the relevant contacts depending on the nature of the dispute.
- 10.2 Where a dispute cannot be resolved by the nominated contacts the dispute shall be referred up the management chain within the Practice and the ICB as appropriate.
- 10.3 Where an escalation procedure is already in place and functions to the satisfaction of both parties then this shall be included in Appendix 3 to this Agreement.
- 10.4 Where no escalation procedure exists the parties shall develop a process which involves escalation to named contacts or roles within each organisation that have the authority to agree a resolution to the dispute. This escalation procedure shall be included in Appendix 3 to this Agreement.
- 10.5 If the parties are unable to resolve the dispute within a reasonable timescale as set out in the escalation procedure then either party (both having considered whether the dispute should be referred to mediation) shall refer the dispute for determination in accordance with the Dispute Resolution Procedure.
- 10.6 Prior to initiating the Dispute Resolution Procedure the parties shall:
- 10.6.1 reasonably demonstrate why the dispute cannot be resolved without escalation to the next level in the escalation procedure; and
 - 10.6.2 take account of any ongoing dispute under a DSIC Framework Call Off Agreement (or successor procurement routes) as applicable and, if appropriate, suspend or delay resolution of the dispute under these terms until resolution of the ongoing dispute under the DSIC Framework Call Off Agreement (or successor procurement routes), or join the resolution process under the relevant agreement.

Dispute Resolution Procedure

- 10.7 In respect of unresolved disputes, the parties shall follow one of the following routes of dispute resolution as applicable:
- 10.7.1 if the Practice has elected to be regarded as (or in the case of a Practice with a PMS Agreement or APMS Contract the Practice is regarded as being) a Health Service Body then the dispute shall be

referred to the Secretary of State under Section 9(6) or 9(7) of the National Health Service Act 2006; or

10.7.2 if the Practice has not elected to be regarded as (or in the case of a Practice with a PMS Agreement or APMS Contract the Practice has objected in writing to being regarded as) a Health Service Body, then the parties shall follow the expert determination process set out in clauses 10.10 to 10.15.

10.8 The parties shall continue to comply with the terms of this Agreement during the ongoing dispute and determination of the dispute.

NHS Resolution

10.9 NHS Resolution will determine any dispute referred to the Secretary of State in accordance with Section 9(6) or 9(7) of the National Health Service Act 2006 in accordance with any directions issued to it by the Secretary of State, including any relevant Regulations.

Expert Determination

10.10 If the parties are to resolve a dispute through Expert determination, then the parties shall first agree on the appointment of an independent Expert.

10.11 To the extent the parties are unable to agree on the Expert within 10 working days of either party giving written notice to the other party that it intends to refer the dispute to an Expert for determination, then an Expert shall be appointed:

10.11.1 in relation to a dispute which relates to any aspect of the technology underlying the Services or which is otherwise of a scientifically technical nature, by the Primary Healthcare Specialist Group of the British Computer Society (or such association understood by the parties to have replaced it); or

10.11.2 in relation to any other dispute, by an appropriate professional body or, if this cannot be agreed, by the Chairman of the Law Society of England and Wales.

10.12 The Expert appointed shall act on the following basis:

10.12.1 the Expert shall act as an expert and not as an arbitrator and shall act fairly and impartially;

10.12.2 the Expert's determination shall, in the absence of material failure by the Expert, be final and binding on the parties; and

10.12.3 the Expert shall decide the procedure to be followed in the determination (including but not limited to whether further expert

evidence is to be provided by the parties or obtained independently by the Expert) and shall be requested to make their determination in writing within 25 working days after their appointment or as soon as reasonably practical thereafter. The parties shall provide such documentation and/or information as the Expert shall require for the purposes of the determination.

- 10.13 Any amount payable by one party to another as a result of the Expert's determination shall be due and payable within 20 working days of the Expert's determination being notified by the parties.
- 10.14 The process shall be conducted in private and shall be confidential.
- 10.15 The Expert shall determine how and by whom the costs of the determination, including the fees and expenses of the Expert are to be paid.
- 10.16 The parties shall continue to comply with the terms of this Agreement during the ongoing dispute and determination of the dispute.

11 **FORCE MAJEURE**

- 11.1 Neither the ICB nor the Practice shall have any liability to the other for non-performance of its obligations to the extent that this is as a result of a Force Majeure Event, provided the party claiming relief notifies the other party of the event in writing as soon as reasonably practicable.
- 11.2 For the purposes of these terms, a **Force Majeure Event** means:
 - 11.2.1 war, civil war, armed conflict or terrorist attack arising within and affecting the United Kingdom; or
 - 11.2.2 nuclear, chemical or biological contamination of the ICB's, Supplier's or Practice's property arising from any of the events as set out in (a) above; or
 - 11.2.3 fire and explosion; or
 - 11.2.4 an act of God which includes all uncontrollable natural forces and natural disasters including flood, avalanche, storms, unforeseeable accidents or equipment failure which are not the fault of the party relying upon such circumstances but shall specifically exclude any industrial action and any acts or omissions of any employees in the course of their employment or consultants in the course of their engagement; or
 - 11.2.5 a national emergency declared by Her Majesty's Government.

11.3 Neither party shall be able to claim relief from a Force Majeure Event to the extent that the party affected by the Force Majeure Event is required to comply with obligations relating to the event in the BCP agreed in accordance with clause 4.43 but has failed to do so.

12 **TERMINATION OF THIS AGREEMENT**

12.1 Subject to the provisions of clause 12.2, this Agreement may only be terminated in the following circumstances:

12.1.1 upon termination of the GP Contract;

12.1.2 if the Practice ceases to exist (not in the circumstance a new practice is created in accordance with clause 12.4);

12.1.3 if the Practice is no longer within the jurisdiction of the ICB with whom the Agreement was signed; or

12.1.4 if the parties mutually agree to terminate this Agreement.

12.2 Either party may, without prejudice to its other rights or remedies, terminate, in whole or in part, this Agreement with immediate effect by written notice to the other party if the other party commits a material breach of this Agreement (being a single event or a series of events which are together a material breach) which is incapable of remedy or which, if capable of remedy, has not been remedied within 30 days of receipt of a written notice specifying the breach and requiring the same to be remedied.

12.3 The ICB shall notify NHS England within 5 days of the termination of this Agreement and the parties shall work together to agree what action needs to be taken in respect of any commitments under the DSIC Catalogue of Frameworks (or successor) and a DSIC Framework Call Off Agreement (or successor procurement routes) in respect of the Practice. Costs for termination under the DSIC Catalogue of Frameworks (or successor) shall be paid by the ICB. Any action plan agreed by both parties in relation to termination of this Agreement will include activities, obligations and responsibilities of the parties for any data extraction, data transfer, data archiving or other data processing activities as agreed by the parties.

12.4 The ICB shall notify NHS England within 5 days of the termination of this Agreement and the parties shall work together to agree what action needs to be taken in respect of any commitments under the Operating Model.

13 **VARIATIONS** Appendix 1 (Summary of Services Table), Appendix 2 (Support & Maintenance Service Levels) and Appendix 3 (Escalation Procedure) shall be customised by the ICB and agreed locally with Practices. Where local

amendments to any Appendices contradict the provisions of this Agreement the clauses in the Agreement shall prevail to the extent of the inconsistency.

- 13.2 Other than changes to Appendices 1, 2, 3 and 4, no change to this Agreement shall be made by either the ICB or the Practice unless the change is agreed by the parties and approved by NHS England.
- 13.3 Where there is a need to introduce national variations to this Agreement in order to take account of changing IM&T requirements, NHS England will make the necessary changes and publish a revised version of this Agreement. The ICB and the Practice commit to working together to incorporate the published changes into this Agreement and to execute a revised version of this Agreement as soon as reasonably practicable following publication of the updated template.
- 13.4 Where the Practice merges or becomes associated with another practice in its locality (**the new practice**), the Practice will ensure that this Agreement is varied as a deed in accordance with this clause 13 and a new signature page is annexed to this Agreement in so far as if the new practice was a party to this Agreement at the date it was entered into as stated at the beginning of this Agreement.
- 13.5 Where the contracting ICB merges or becomes associated with another ICB (**the new ICB**), this Agreement will automatically transfer to the merged ICB as if the new ICB was a party to this Agreement at the date it was entered into as stated at the beginning of this Agreement.

14 **THIRD PARTY RIGHTS**

- 14.1 Only the ICB and the Practice may enforce the terms of this Agreement. No third party is entitled to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

Agreement Signature Page

The parties hereby agree to the terms of the Agreement:

Authorised signatory for and on behalf of the ICB

Print Name(s) _____

Position -

Date

Authorised signatory for and on behalf of the Practice

Print Name(s) _____

Position -

Date

Appendix 1: Summary of Services Table

Note: ICBs and Practices are required to provide a set of Summary of Services Tables to be provided in this appendix that describes the services to be delivered and received under the terms of this Agreement. An example table is provided below to give direction on how to represent the Summary of Services, however the ICB and Practice are able to provide this in any format, acceptable to both parties, that accurately reflects the services being provided and received, the locations they are provided to and any Sub-contractors who can access these.

(i) Details of Service and Provider(s)	
Core and Mandated Requirements	
Foundation Digital Capabilities	<p>The practice receives the following Foundation Solution(s) which meet the Foundation Digital Capabilities as defined in the Operating Model:</p> <ul style="list-style-type: none"> <input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of service(s)] <input type="checkbox"/> [Service commencement date(s)]
Non-Foundation Digital Capabilities	<p>The practice receives the following Non-Foundation Solutions which meet the Non-Foundation Capabilities as defined in the Operating Model:</p> <ul style="list-style-type: none"> <input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of service(s)] <input type="checkbox"/> [Service commencement date(s)]
Patient Online Service Capabilities	<p>The practice receives the following Patient Online Solutions which meet the Patient Online Service Capabilities as defined in the Operating Model:</p> <ul style="list-style-type: none"> <input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of service(s)] <input type="checkbox"/> [Service commencement date(s)]
Digital Pathways Capabilities	<p>The practice receives the following Digital Pathways Solutions which meet the Digital Pathways Capabilities as defined in the Operating Model:</p>

	<input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of service(s)] <input type="checkbox"/> [Service commencement date(s)]
National Digital Services	The practice receives the National Digital Services as described in the Operating Model
GP IT Enabling requirements	The practice receives the following Services which meet the core & mandated enabling requirements as described in the Operating Model from: <input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of services(s)] <input type="checkbox"/> [Service commencement date(s)]
Enhanced Requirements	The practice receives the following Services which meet the Enhanced Requirements as described in the Operating Model: <input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of services(s)] <input type="checkbox"/> [Service commencement date(s)]

(ii) Details of Supported Premises where Services are provided (which includes both Practice Premises and Remote Premises)	
Practice Premises where Services are provided	The practice receives Services (listed above) at the following registered Practice Premises: Address Postcode
Remote Premises where Services are provided	The practice receives Services (listed above) at the following Remote Premises: Address Postcode

(iii) Sub-contractors to the Practice	
	The Practice sub-contracts the delivery of certain primary care services to third party organisations. The ICB has agreed to provide services (as described in the

	<p>Operating Model) available to the Practice under this agreement to the following third party organisations:</p> <ul style="list-style-type: none"><input type="checkbox"/> [Name of third party provider(s)]<input type="checkbox"/> [Summary of primary care services being delivered]<input type="checkbox"/> [Locations for delivery of services]<input type="checkbox"/> Service Category(s) as described in the Operating Model to be provided<input type="checkbox"/> [Service commencement date(s)]
--	---

Appendix 2: Support & Maintenance Service Levels

NOTE: Every ICB must include a local service level agreement in this section of the Agreement prior to signing this Agreement with each Practice. This service level agreement applies to the Services provided by the ICB to the Practice. Further guidance and applicable standards can be found in the Operating Model.

Appendix 3: Escalation Procedure

NOTE: Every ICB must include a local escalation procedure in this section of the Agreement prior to signing this Agreement with each Practice.

Appendix 4: Business Justification Form

Business justification guidance for change of digital services for integrated care (or successor framework) foundation solution(s)

PART A

Process for producing a business justification form for change of practice foundation solution

Requirement for a business justification form

- An ICB may require the Practice to prepare a Business Justification Form in the case of a Practice requested change of Foundation Solution;
or
- A Business Justification Form may be prepared for one or more Practices.

Example Drivers

- Improvements to patient care offered by an alternative Foundation Solution
- A new Foundation Solution by the current supplier is available in the Digital Services for Integrated Care (or successor) Catalogue (the Catalogue)
- A more suitable Foundation Solution is available from another supplier through the Catalogue
- Local health community requirements
- NHS and/or ICB IT strategy
- The current practice Foundation Solution ceases to be available through the Catalogue
- Unresolved performance, security, safety or quality concerns with current practice Foundation Solution
- Practice ownership changes
- Practice relationship with other practices changes
- Significant practice developments including service transformation

Process

- Both the practice and the ICB contribute to a Business Justification Form to determine whether there is a case for change of Foundation Solution.
- If the case for change of Foundation Solution is approved, there will be a selection process involving all accredited GP Foundation Solutions available through the Catalogue
- The selection process followed in order to award and enter into a Digital Services for Integrated Care (or successor) Framework Call Off Agreement is to be undertaken only if there is an agreed decision for the practice to use the new Foundation Solution. This may involve migration from the current practice Foundation Solution system. The selection process is set out in relevant Framework Agreement.

Detailed actions in respect of the Business Justification Form

- The Practice requests a change of Foundation Solution
- The ICB, at its discretion or acting on behalf of NHS England requests that the practice prepares a Business Justification Form to justify the proposed change of Foundation Solution.
- The ICB and Practice nominate lead individuals to develop the Business Justification Form.
- The Practice drafts the Request using the Business Justification Form.
- Both parties provide input in accordance with the template below.
- The ICB records approval of the Request.

OR

- The ICB records the rejection of the Request in which case reasons must be given by the ICB in the Business Justification Form.
- If both parties agree, proceed with the selection process and migration plan as required.

- If either party disagrees, then resolve the dispute in accordance with the provisions of clause 10 (Escalation and Dispute Resolution) of the ICB-Practice Agreement.

PART B

Business justification form

Requested practice foundation solution

Foundation Solutions	
Practice Current Foundation Solution	
Date Current Foundation Solution Deployed in the practice	
Practice Choice of New Foundation Solution	

Item	Considerations	Practice Assessment	ICB Assessment
Practice (& PCN) Fit			
Strategic Fit			

Impact

Item	Migration Impact	BAU – Post Migration Impact
Financial (additional costs)		
Costs to Practice		
Costs to ICB		
Management Considerations		
Practice Resources		
ICB Resources		
Key Risks		
Practice Risks		
Clinical Safety Assessment (practice)		

ICB Risks		
PCN Risks		
ICS/Community Risks		

Checklist of considerations

Area of Consideration	Migration	BAU – Post-Migration
Timing & timescales		
Practice IT infrastructure		
Patient online services & Digital Pathways		
Third party systems and devices in practice		
Practice sub-contractors (if approved to use practice digital systems)		

Remote access (remote premises and home working)		
Other (non-practice) users of practice Foundation Solution		

Record of practice request

	Yes	No	N/A
We have reviewed our current Foundation Solution			
We have considered the choice of all accredited Foundation Solutions available through the Digital Care Services Catalogue (or successor framework)			
Based on consideration of Practice Fit as described in section 1 above the best fit for our practice is the Foundation Solution named in section 1 above.			
Based on consideration of Strategic Fit as described in section 1 above the best fit for our practice is the Foundation Solution named in section 1 above.			
The practice understands the implications and risks in changing Foundation Solutions described in section 2 above.			
The practice has completed the assessment checklist in section 3 above.			

Practice name

Signed on behalf of the practice

Print Name.....

Date

Record of ICB decision

ICB Decision	Tick ONE
The ICB approves the practice requested change of Foundation Solution above	
The ICB does not approve the practice requested change of Foundation Solution above*	

**ICB to insert rationale for decision here.*

ICB Name

Signed on behalf of ICB... ..

Print Name.....Date

Appendix 5: Conditions for digital & IT compliance for any Sub-contractor to the Practice

Date: [X] 20[X]

Dear [Name of ICB]

Re: Compliance with the standards and conditions set out in the Primary Care (GP) Digital Services Operating Model

We write further to the [Title of agreement between GP practice and sub-contracted provider] between [Name of sub-contracted provider] (**the Sub-Contracted Provider, us, we**) and [Name of GP practice] (**the GP practice**) dated [date] (“**the Agreement**”), under which we are permitted to benefit from the digital services provided to [Name of GP practice] under the agreement between [Name of ICB] (**the ICB**) and [Name of GP practice] dated [date] (the “**ICB-Practice Agreement**”).

The purpose of this letter is for us to provide assurance to the ICB that in carrying out our duties and obligations set out under the Agreement, we will comply with the standards and conditions for Sub-contractors as set out in the Primary Care (GP) Digital Services Operating Model (**the Operating Model**).

By signing this letter we, the Sub-Contracted Provider agree to the following:

1. We agree to comply with the Operating Model, including the standards and conditions for Sub-contractors as set out in the Operating Model;
2. We acknowledge and accept that the ICB shall not be liable to us in any way in relation to the delivery, reliability or use of the digital services which is being made available to us as a Sub-Contracted Provider of the GP practice and we accept that the ICB is solely liable to the GP practice in accordance with the terms of the ICB-Practice Agreement;
3. We acknowledge we may use our own digital systems and IT infrastructure subject to the following conditions:
 - a. No digital system or IT equipment owned by us shall be connected to the Managed GP IT Infrastructure (as defined in the ICB-Practice Agreement) of the GP Practice without the explicit permission of the ICB, such permission to be obtained by the GP Practice; and
 - b. The digital systems and IT infrastructure meet the standards and conditions for Sub-contractors as set out in the Operating Model.

Yours faithfully,

.....

Signed by [Name of Director] for and on behalf of [Sub-Contracted Provider]

Appendix 6: Local Data Processing Deed

THIS DEED OF UNDERTAKING FOR DATA PROCESSING ("DEED")

is made on [INSERT DATE OF SIGNATURE]

BY:

- (1) [INSERT SUPPLIER NAME], [WHERE A PRIVATE SUPPLIER] a company registered in England and Wales under company number [NUMBER] whose registered office is at [INSERT REGISTERED ADDRESS] / [OR, WHERE AN NHS/PUBLIC ORGANISATION] of [INSERT ADDRESS] ("**Supplier**");

FOR THE BENEFIT OF:

- (2) **the Beneficiaries.**

BACKGROUND

- A The Supplier provides systems and/or digital services to the Practices and other service recipients through contract vehicles established (or otherwise used) by NHS England and commissioned for the Practices locally by the ICB via Locally Commissioned Contracts.
- B The Supplier is, pursuant to this Deed, giving direct assurances to the Beneficiaries with regard to how personal data is processed and safeguarded.
- C This Deed shall extend the definition of Beneficiaries to include NHS England, the ICB, and the Secretary of State for Health and Social Care only in the limited circumstances described in clause 0 below.
- D This Deed is effective from the date of signature by the Supplier (the "**Effective Date**"). From the Effective Date, the terms of this Deed shall apply to any data processing activities between the Supplier and the Beneficiaries under or in connection with any supplied Services. From the Effective Date, all earlier versions of direct data processing undertakings from the Supplier to the Beneficiaries in the context of the Services are superseded.
- E This Deed is intended to govern any data processing activities between the Supplier and the Beneficiaries under or in connection with any Framework Commissioned Services and the Supplier acknowledges that the terms of this Deed shall accordingly be inserted by the ICB into the Locally Commissioned Contracts to replace the default data processing terms ordinarily used in those Framework Commissioned Services.
- F This Deed is an undertaking which operates as a deed poll to account for the fluctuation in the total number of Beneficiaries receiving Services under the Locally Commissioned Contracts and/or providing data or receiving Services under the Locally Commissioned Contracts.
- G This Deed is a unilateral undertaking which does not need to be executed by the Beneficiaries but its terms shall be enforceable by any Beneficiary.
- H Nothing in this Deed shall affect the validity of any Locally Commissioned Contracts.

I This Deed shall survive the expiry or termination of any Locally Commissioned Contracts.

OPERATIVE PROVISIONS

1. Definitions

1.1 Capitalised terms in this Deed shall have the following meaning:

<p>"Beneficiary" or "Beneficiaries"</p>	<p>means the Practices and other service recipients who, from time to time, receive, or have previously received, Services from the Supplier and/or provide, or have previously provided, data for the purposes of data processing in connection with Services, and solely where and to the extent provided for pursuant to clause 0, shall extend to include NHS England, the ICB, and the Secretary of State for Health and Social Care;</p>
<p>"Catalogue"</p>	<p>means the digital catalogue (as may be referred to as the "Digital Care Services Catalogue") used to support on-boarding that is managed by NHS England, used by Suppliers to advertise catalogue solution(s) and by Beneficiaries (directly or via their call off ordering parties) to browse, compare and purchase assured digital tools and systems through approved assurance frameworks;</p>
<p>"Data Guidance"</p>	<p>means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with the Data Protection Legislation (whether specifically mentioned in this Deed or not) to the extent published and publicly available or their existence or contents have been notified to the Supplier by the Beneficiaries and/or any relevant Supervisory Authority. This includes but is not limited to i) all applicable Information Standards, including (without limitation) the requirements of the DSP Toolkit (including timely completion of self-assessments in accordance with required timescales); and ii) guidance issued by the National Data Guardian for Health & Care, the Department of Health and Social Care, NHS England, the Health Research Authority, and the Information Commissioner;</p>
<p>"Data Protection Impact Assessment"</p>	<p>means an assessment by the Beneficiaries of the impact of the envisaged processing on the protection of personal data, including as may be required pursuant to Article 35 of UK GDPR;</p>
<p>"Data Protection Legislation"</p>	<p>means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the DPA 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; all other legislation and</p>

	regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
“DSP Toolkit”	means the Data Security and Protection Toolkit established pursuant to Information Standard DAPB0086, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the UK GDPR, as may be amended or replaced by NHS England or the Department of Health and Social Care from time to time;
"Effective Date"	has the meaning given to it in Recital D above;
"Framework Commissioned Contracts"	means those Locally Commissioned Contracts commissioned for the purposes of delivering Framework Commissioned Services;
"Framework Commissioned Services"	means digital services commissioned by the ICB for the purpose of such digital services to be delivered to their locality Practices via an established framework agreement and/or its applicable call-off agreements and order forms (each as varied or replaced from time to time), but excluding any: <ol style="list-style-type: none"> 1) digital services purchased through procurement framework agreements under the Catalogue (also known as “digital care services frameworks”); and 2) digital services commissioned centrally by NHS England (also known as “national digital services”);
“GP Contract”	means a: <ol style="list-style-type: none"> i) GMS Contract (the General Medical Services contract entered into by NHS England and a provider of primary medical services under Section 84 of the National Health Service Act 2006), ii) PMS Agreement (the Personal Medical Services Agreement entered into by NHS England and a provider of primary medical services under Section 92 of the National Health Service Act 2006), or iii) APMS Contract (the Alternative Provider Medical Services contract entered into by NHS England and a provider of primary medical services under Section 83(2)(b) of the National Health Service Act 2006) entered into by the Practice and NHS England or other NHS body;

“ICB”	means the relevant ICB which has commissioned the Supplier on behalf of the Beneficiaries to provide the Services via the Locally Commissioned Contracts;
“Information Standard”	means an information standard published under section 250 of the Health and Social Care Act 2012;
“International Data Transfer Agreement”	means the Information Commissioner's Office International Data Transfer Agreement for use with the transfer of personal data from the UK to processors established in third countries, as set out at https://ico.org.uk/media/for-organisations/documents/4019536/idta.docx and containing such variations as a Supervisory Authority or the Beneficiaries might require;
“Locally Commissioned Contracts”	means the contractual arrangements entered into by the ICB and the Supplier and containing details of the Services purchased from the Supplier, which may be a Framework Commissioned Contract or a Non-Framework Contract as applicable;
“NHS England”	means NHS England as it is defined in the National Health Service Act 2006, and any successor or replacement body;
“Non-Framework Contracts”	means those Locally Commissioned Contracts commissioned for the purposes of delivering Non-Framework Services;
“Non-Framework Services”	means digital services locally selected, commissioned and/or directly delivered by the ICB for the purpose of such digital services to be delivered to their locality Practices but excluding any: <ol style="list-style-type: none"> 1) digital services purchased through procurement framework agreements under the Catalogue (also known as “digital care services frameworks”); 2) digital services commissioned centrally by NHS England (also known as “national digital services”); and 3) Framework Commissioned Services;
“Practice”	means the individual, partnership or other form of legal entity holding a GP Contract to provide essential primary care services. A Practice with multiple branch sites shall constitute a single Practice. Where more than one practice operates from a shared location or shares a common database with other practices, each separate practice shall be counted as a Practice and where one or more practices merge, the resulting practice shall be counted as a single Practice;
“Relevant Communication”	means any communication described in clause 0 or 0;

"Restricted Country"	means any country outside of the United Kingdom;
"Services"	means any and all of the systems and/or services to be provided by the Supplier pursuant to the Locally Commissioned Contracts;
"Step In Services"	has the meaning given in clause 0;
"Sub-Processor"	means any third party instructed to process personal data related to this Deed or a Locally Commissioned Contract on behalf of the Supplier;
"Supervisory Authority"	has the meaning given to it in Data Protection Legislation and in the case of the UK, means the Information Commissioner;
"Supplier Personnel"	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Processors (and all persons employed by any Sub-Processor together with the Sub-Processor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under the Locally Commissioned Contracts;
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England.

1.2 In this Deed, unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a gender includes the other gender and the neutral;

1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;

1.2.4 Any references to a named body or organisation shall include references to successors of that body or organisation and/or any equivalent bodies or organisations that perform the same or substantially similar functions;

1.2.5 a reference to a law includes a reference to that law as modified, amended, extended, consolidated or re-enacted from time to time before or after the date of this Deed and any prior or subsequent legislation under it;

1.2.6 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be

construed as if they were immediately followed by the words "without limitation";

1.2.7 the headings are for ease of reference only and shall not affect the interpretation or construction of this Deed.

1.3 The terms “**personal data**”, “**special categories of personal data**”, “**personal data relating to criminal convictions and offences**”, “**processing**”, “**controller**”, “**processor**”, “**personal data breach**”, “**Information Commissioner**”, “**appropriate technical and organisational measures**” and similar or related expressions shall have the meaning given within the Data Protection Legislation.

1.4 A reference in a clause to Beneficiaries shall mean the Beneficiaries who are relevant to the applicable rights and/or obligations set out in the clause.

2. Processing obligations

2.1 Where any personal data is processed by the Supplier on behalf of a Beneficiary in connection with the exercise of those parties' rights and obligations under this Deed and/or a Locally Commissioned Contract, the parties acknowledge that the Supplier shall be acting as a processor on behalf of that Beneficiary and that Beneficiary shall be a controller.

2.2 The subject matter, duration, nature and purpose of the processing, the type of personal data processed and the categories of data subject whose personal data is processed are as described in the relevant Locally Commissioned Contract for each particular service or system being provided.

2.3 The Supplier shall, and shall procure that any Supplier Personnel shall, only process personal data under this Deed and/or a Locally Commissioned Contract to the extent, and in such a manner, as is in accordance with the written instructions of the Beneficiaries unless required otherwise by law, in which case the Supplier will inform the Beneficiaries of that legal requirement unless such notification is prohibited by law. The Supplier will not process the personal data for any other purpose or in a way that does not comply with this Deed or the Data Protection Legislation.

2.4 The written instructions of the Beneficiaries shall be:

2.4.1 as described in the relevant Locally Commissioned Contract;

2.4.2 in the form of specific instructions or of a general nature as set out in the relevant Locally Commissioned Contract and/or this Deed; and

2.4.3 as may otherwise be notified by the Beneficiaries, either directly or indirectly via other parties, to the Supplier in writing from time to time,

and shall include instructions to require the Supplier to facilitate access to, or be in receipt of data via, interface(s) between it and other suppliers. In such circumstances, the Supplier shall only do so where specifically instructed to do so by one or more of the Beneficiaries.

2.5 The Supplier shall, and shall procure that any Supplier Personnel shall:

2.5.1 at all times process the personal data under this Deed and/or a Locally Commissioned Contract in accordance with the Data Protection Legislation; and

2.5.2 not do or permit anything to be done in performing its obligations under the Locally Commissioned Contracts which will cause the Beneficiaries to be in breach of the Data Protection Legislation to the extent that the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

2.6 The Supplier will notify the relevant Beneficiaries immediately if it considers that performance of the Services and/or any of the Beneficiaries' instructions do not comply with, or might reasonably be considered to infringe, the Data Protection Legislation.

2.7 The Supplier will maintain the confidentiality of the personal data and will not disclose the personal data to third-parties unless the relevant Beneficiaries or this Deed specifically authorises the disclosure, or unless required otherwise by law, in which case the Supplier will inform the Beneficiaries of that legal requirement and allow the Beneficiaries an opportunity to object or challenge the requirement, unless such notification is prohibited by law.

2.8 The parties acknowledge that in exceptional circumstances, NHS England, the ICB, and the Secretary of State for Health and Social Care may be required to take direct intervention in the management of the Locally Commissioned Contracts ("**Step In Services**"). In such circumstances, the Supplier shall be processing personal data (whether itself or via a Sub-Contractor), as a processor on the instruction of NHS England, the ICB, and the Secretary of State for Health and Social Care (as applicable), who may require the Supplier to process such personal data to support execution of their responsibilities and for such a period as is necessary for such execution. To the extent that any Step in Services apply, the provisions of this Deed shall extend to NHS England, the ICB, and the Secretary of State for Health and Social Care as Beneficiaries. The Step in Services may include:

2.8.1 directing / influencing the content of a remediation plan associated with a breach of the Data Protection Legislation and/or any applicable Information

Standards published (e.g. a personal data breach) and the resolution of any such personal data breaches and/or incidents related to them; and

2.8.2. directing / influencing the delivery of a clinical safety related change (where applicable).

2.9 The Supplier shall provide all reasonable assistance to the Beneficiaries as may be requested in the preparation of any Data Protection Impact Assessment. Such assistance may, at the discretion of the Beneficiaries, include:

2.9.1 a systematic description of the envisaged processing operations and the purpose of the processing;

2.9.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

2.9.3 an assessment of the risks to the rights and freedoms of data subjects; and

2.9.4 describing the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data,

2.9.5 in each case solely in relation to processing of the personal data by Supplier on behalf of the Beneficiaries and taking into account the nature of the processing and information available to Supplier.

2.10 The Supplier shall appoint and identify to the Beneficiaries a named individual within the Supplier to act as a point of contact for any enquiries from the Beneficiaries relating to the personal data processed by the Supplier.

3. Security and compliance

3.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the personal data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of personal data, to ensure a level of security commensurate to the risk, which shall include as appropriate:

3.1.1 the pseudonymisation and encryption of the personal data;

3.1.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

3.1.4 the ability to restore the availability and access to the personal data in a timely manner in the event of a physical or technical incident;

3.1.5 a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; and

3.1.6 any measures as are set out in the applicable Locally Commissioned Contracts.

3.2 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

3.3 The Supplier warrants that it, the Supplier Personnel, and any Sub-Processors have the necessary legal authority in any country where any processing of personal data shall take place under this Deed and the Locally Commissioned Contracts in order to carry out the processing, and undertakes to comply with any of the Data Protection Legislation which is applicable in such country.

3.4 The Supplier shall, from the date of this Deed, ensure it is and remains registered with the DSP Toolkit system (or any replacement to such system).

3.5 The Supplier shall abide by the terms and guidance as detailed in and provided by the DSP Toolkit system and the Data Guidance. The Supplier shall maintain good information governance standards and practices that meet or exceed the DSP Toolkit standards required of its organisation type.

3.6 The Supplier shall comply with its obligations under the Network and Information Systems Regulations 2018 to the extent applicable to its provision of the Services under the Locally Commissioned Contracts.

4. Employees

4.1 The Supplier shall take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who may have access to the personal data under this Deed and/or a Locally Commissioned Contract, ensuring in each case that access is strictly limited to those individuals who need to access the relevant personal data, as strictly necessary to perform the Services in the context of that individual's duties to the Supplier, ensuring that all such individuals:

4.1.1 are aware of and comply with the Supplier's duties under this Deed together with any obligations pertaining to confidentiality or data protection which are set out in the Locally Commissioned Contracts;

4.1.2 are informed of the confidential nature of the personal data and do not publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by the Beneficiaries or as otherwise permitted by this Deed;

4.1.3 are subject to appropriate use restrictions, such as user authentication and log on processes, when accessing the personal data;

4.1.4 have undertaken appropriate training in relation to Data Protection Legislation and in the use, care, protection and handling of the personal data; and

4.1.5 are subject to confidentiality obligations in respect of the personal data that are in writing and are legally enforceable;

5. Personal data breaches

5.1 The Supplier shall notify the affected Beneficiaries without undue delay and in any event within 48 hours if it becomes aware of a personal data breach or circumstances that are likely to give rise to a personal data breach (which may include the corruption or unuseability of part or all of the personal data).

5.2 Where the Supplier becomes aware of any circumstances described in clause 0, the Supplier shall, without undue delay, provide the affected Beneficiaries with sufficient information to meet any obligations the Beneficiary may have to report a personal data breach under the Data Protection Legislation. Such notification shall as a minimum (to the extent that such information is available to the Supplier):

5.2.1 describe the nature of the personal data breach, the categories and numbers of data subjects concerned, and the categories and numbers of personal data records concerned;

5.2.2 communicate the name and contact details of the data protection officer or other relevant contact from whom more information may be obtained;

5.2.3 describe the likely consequences of the personal data breach; and

5.2.4 describe the measures taken or proposed to be taken to address the personal data breach,

5.2.5 and where it is not possible to provide this information at the same time, the information may be provided in phases without undue further delay;

5.3 Immediately following any accidental, unauthorised or unlawful personal data processing or a personal data breach, the parties will co-ordinate with each other to investigate the matter. The Supplier will:

5.3.1 cooperate with the Beneficiaries and take such steps as are directed by the Beneficiaries to assist in the investigation, mitigation and remediation of a personal data breach.

5.3.2 not disclose a personal data breach to any Supplier Personnel unless necessary for the provision of the Services; and

5.3.3 not inform any third party of a personal data breach, except as may be strictly required by applicable law, without first obtaining the relevant Beneficiaries' prior written consent.

6. Data subject requests and third-party rights

6.1 The Supplier must take such technical and organisational measures as may be appropriate (taking into account the nature of the processing), and promptly provide such information to the Beneficiaries as they may reasonably require, to enable each Beneficiary to comply with:

6.1.1 the rights of data subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data;

6.1.2 its obligations under Articles 32 to 36 of the UK GDPR; and

6.1.3 any information or assessment notices served on a Beneficiary by a Supervisory Authority under the Data Protection Legislation.

6.2 The Supplier shall notify the relevant Beneficiaries without undue delay and in any case within 5 Working Days of receipt if it receives any complaint, notice or communication (whether from a Supervisory Authority or otherwise) that relates directly or indirectly to the processing of the personal data or to either party's compliance with the Data Protection Legislation under this Deed or the Locally Commissioned Contracts.

6.3 The Supplier shall notify the relevant Beneficiaries immediately if it receives from a data subject (or third party on their behalf):

6.3.1 a request to rectify any inaccurate personal data;

6.3.2 a request to have any personal data erased or blocked;

6.3.3 a request to restrict the processing of any personal data;

6.3.4 a request to obtain a portable copy of personal data, or to transfer such a copy to any third party;

6.3.5 an objection to any processing of personal data; or

6.3.6 any other request to exercise any of a data subject's rights under the Data Protection Legislation.

6.4 The Supplier shall, taking into account the nature of the processing, provide the Beneficiaries with the necessary cooperation and assistance in relation to any Relevant Communications (whether received by the Supplier, the Beneficiaries or other parties to the Locally Commissioned Contracts directly), including:

6.4.1 provision of all data reasonably requested by the Beneficiaries within the timescale specified by the Beneficiaries in each case, including full details and copies of the complaint, communication or request and any personal data it holds in relation to a data subject;

6.4.2 where applicable, providing such assistance as is reasonably requested by the Beneficiaries to enable them to comply with the relevant request within the Data Protection Legislation statutory timescales;

6.4.3 providing the Beneficiaries, at their request with any personal data it holds in relation to a data subject; and

6.4.4 assistance as requested by the Beneficiaries with respect to any request from a Supervisory Authority, or any consultation by the Beneficiaries with a Supervisory Authority.

7. International transfers

7.1 The Supplier (and any Supplier Personnel) shall not process or otherwise transfer, or permit the transfer, of any personal data under this Deed and/or a Locally Commissioned Contract to any Restricted Country without obtaining the prior written consent of the relevant Beneficiaries (or of another party on their behalf).

7.2 Without prejudice to clause 0, the Supplier (and any Supplier Personnel) may only transfer or otherwise process the personal data to a Restricted Country if it ensures that:

7.2.1 the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or

7.2.2 there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or

7.2.3 the transfer otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or

7.2.4 one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

7.3 Without prejudice to the conditions set out in this clause 0, unless the Supplier can demonstrate that one or more of the protections set out under clause 0 are otherwise met, the Supplier undertakes to put in place the International Data Transfer Agreement with each of the relevant subprocessors prior to any transfers of personal data to a Restricted Country, and to promptly provide a validly executed copy of the same to each Beneficiary on written request. Such terms shall, in the event of any conflict, take precedence over those in this clause and the Supplier shall comply with any reasonable instructions notified to it in advance by NHS England or other Beneficiaries with respect to the transfer of personal data;

8. Sub-Processors

8.1 The Supplier may not authorise any third party or subcontractor to process personal data (each a Sub-Processor) under this Deed and/or a Locally Commissioned Contract without the prior written consent of the relevant Beneficiaries (which may include where specifically authorised pursuant to a relevant Locally Commissioned Contract or where given by other parties authorised to act on a Beneficiary's behalf).

8.2 Before allowing any Sub-Processor to process personal data under this Deed or a Locally Commissioned Contract, the Supplier shall:

8.2.1 if required by a Beneficiary, notify that Beneficiary in writing of the Sub-Processors used and provide the Beneficiaries with full details of the processing undertaken by the relevant Sub-Processors;

8.2.2 provide the Beneficiaries with such information regarding the Sub-Processors as the Beneficiaries may reasonably require;

8.2.3 wherever possible, include terms in the contract between the Supplier and the Sub-Processor which offer at least the same level of protection for the personal data as those set out in this Deed, and in all other cases include terms which are at a minimum compliant with the requirements of the Data Protection Legislation. Upon request, the Supplier shall provide a copy of its agreements with Sub-Processors to the Beneficiaries (which may be redacted

to remove confidential commercial information not relevant to the requirements of this Deed); and

8.2.4 carry out adequate due diligence on each Sub-Processor to ensure that it is capable of providing the level of protection for the personal data as is required by this Deed and the Locally Commissioned Contracts, and provide evidence of such due diligence to the Beneficiaries where requested by the Beneficiaries or a Supervisory Authority.

8.3 The Supplier shall at all times remain fully liable to the Beneficiaries for the performance (or non-performance) of each Sub-Processor's obligations in relation to the processing of any personal data under or in connection with this Deed and any Locally Commissioned Contracts.

8.4 Any intended changes or additions to, or replacement of, Sub-Processors must be notified in writing to the relevant Beneficiaries by the Supplier, allowing the Beneficiaries the opportunity to object. Such changes will be deemed approved if, within 20 Working Days from a Beneficiary receiving such notification from the Supplier, the Beneficiary does not object to the relevant change.

9. Return and deletion of data

9.1 Subject to clause 0 and unless otherwise required by law to retain any personal data, the Supplier shall as soon as reasonably practicable after termination of the Services return (if requested by the Beneficiary), and in any case securely and irrevocably delete from its systems, the personal data related to the Services and any copies of it or of the information it contains that are in the Supplier's possession or control, so that such personal data and copies cannot be recovered or reconstructed.

9.2 If any law, regulation, or government or regulatory body requires the Supplier to retain any documents, materials or personal data that the Supplier would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or personal data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

9.3 The Supplier shall certify that all copies of the personal data have been deleted in compliance with this Deed within a reasonable time and in any event not later than 90 days after termination of the Services.

9.4 The Supplier shall be entitled to continue to process personal data following termination of the Services to the extent necessary to support

access by Beneficiaries to historical activity or audit data contained in the Supplier's systems provided that:

9.4.1 the arrangements to support such access have been approved by NHS England during the course of assessing the Supplier's compliance with any applicable Information Standards; and

9.4.2 any processing of personal data by the Supplier in performing these obligations shall at all times be carried out in accordance with the terms set out in this Deed.

10. Records and audit

10.1 The Supplier shall maintain complete and accurate records and information necessary to demonstrate compliance with this Deed. In particular, in relation to any processing activities carried out under or in connection with the Locally Commissioned Contracts and/or this Deed, the Supplier shall create and accurately maintain a register setting out:

10.1.1 the types of personal data and categories of data subject whose personal data are processed during the provision of the Services;

10.1.2 the categories of processing carried out under the Locally Commissioned Contracts and/or this Deed;

10.1.3 each transfer of personal data to a Restricted Country, including the identification of that Restricted Country and, where relevant, the documentation of suitable safeguards; and

10.1.4 a description of the technical and organisational measures adopted by the Supplier to protect the personal data in accordance with clause 0.

10.2 The Supplier shall make all such records and information set out in clause 0 available to the relevant Beneficiaries on request.

10.3 The Supplier shall allow for and contribute to audits, including inspections by the relevant Beneficiaries or an independent auditor mandated by the relevant Beneficiaries (provided that such auditor is not a competitor of the Supplier and it enters into an appropriate confidentiality agreement for the benefit of the Supplier) of its data processing facilities, procedures and documentation which relate to the processing of personal data, in order to ascertain compliance with the terms of this Deed.

10.4 The Supplier shall provide the necessary cooperation to the relevant Beneficiaries in respect of any such audit and shall at the request of the relevant Beneficiaries, provide them with evidence of compliance with its

obligations under this Deed, including but not limited to a written description of the technical and organisational security measures it has in place.

10.5 Without prejudice to any other provision of this Deed and/or the Locally Commissioned Contracts, the Beneficiaries may, on reasonable notice, request a detailed written description of the technical and organisational measures employed by the Supplier and its Sub-Processors for the processing of personal data. Within 10 Working Days of receipt by the Supplier of the Beneficiaries' written request (which shall include a detailed description of the Beneficiaries' reasonable requirements), the Supplier shall deliver a written report to the Beneficiaries in sufficient detail that the Beneficiaries can reasonably determine whether or not any applicable personal data is being or has been processed in compliance with the Data Protection Legislation.

11. General Terms

11.1 Nothing in this Deed shall reduce or waive the Supplier's obligations under the Locally Commissioned Contracts or permit the Supplier (or any Supplier Personnel) to process personal data in a manner which is prohibited by the Locally Commissioned Contracts.

11.2 Subject to clause 0, with regard to the subject matter of this Deed and how it affects the Beneficiaries, if there are inconsistencies between the provisions of this Deed and the provisions of the Locally Commissioned Contracts, the provisions of this Deed shall prevail.

11.3 Compliance by the Supplier with the provisions of this Deed will be at no additional cost to the Beneficiaries.

11.4 The Beneficiaries may, acting collectively via either the ICB, NHS England, and/or the Secretary of State for Health and Social Care (as applicable in the circumstances) (and in consultation with the Supplier (acting reasonably to take account of any reasonable requests by the Supplier for amendment)), revise this Deed at any time. Such revision shall come into effect on not less than 30 Working Days' notice to the Supplier, unless such revisions require immediate change pursuant to Data Protection Legislation or other applicable law.

11.5 The Supplier agrees to take account of any guidance issued by a Supervisory Authority and may (acting reasonably) agree to amend this Deed to ensure that it complies with any guidance issued by a Supervisory Authority.

11.6 The parties acknowledge that Practices and other service recipients receiving Services under the Locally Commissioned Contracts cannot bind

other Beneficiaries (including where applicable, NHS England, the ICB, and the Secretary of State for Health and Social Care).

11.7 The Supplier shall cooperate with, and assist, the Beneficiaries in relation to any notifications or prior approvals that the Beneficiaries may be required to effect or obtain from a Supervisory Authority, including the preparation of supporting documentation to be submitted to the relevant Supervisory Authority and provision of supporting documentation sufficient to evidence that the Supplier is legally bound by the terms of this Deed and the Locally Commissioned Contracts.

11.8 The Supplier's undertakings in this Deed are irrevocable.

12. Indemnity

12.1 The Supplier shall indemnify each Beneficiary, and keep each Beneficiary indemnified, against all damages, compensation, costs, claims, demands, expenses, professional costs, and/or charges incurred by that Beneficiary or for which that Beneficiary may become liable due to any failure by the Supplier or any Supplier Personnel to comply with any of its obligations under the Data Protection Legislation and/or the data processing conditions set out in this Deed. Subject to the remaining provisions of this clause 0, this indemnity shall be unlimited.

12.2 The scope of the indemnity in clause 0 shall not include any monetary penalty notices issued by a Supervisory Authority and arising from enforcement action relating to breaches of the Data Protection Legislation.

12.3 Where there has been an assertion of rights by data subjects, the indemnity in clause 0 shall not be limited by a monetary cap in respect of any sums paid out by the Beneficiaries to data subjects in the form of damages, compensation, costs, claims, demands, expenses, professional costs and/or charges.

12.4 Subject to clause 0, in respect of any costs, expenses, professional costs and/or charges incurred by the Beneficiaries as a result of the Supplier's breaches of the Data Protection Legislation and/or the data processing conditions set out in this Deed, the indemnity in clause 0 shall be limited to the maximum sum of £10 million (subject to indexation).

12.5 Any limitation of liability set forth in any Locally Commissioned Contracts will not apply to this Deed's indemnity or reimbursement obligations. Notwithstanding the foregoing, nothing in this Deed or the Locally Commissioned Contracts will affect the parties' direct liabilities under Articles 82 and 84 of the UK GDPR and sections 155 and 168 of the Data Protection Act 2018.

13. Status

13.1 This Deed shall remain in full force and effect and shall survive the expiry or termination of the Locally Commissioned Contracts.

13.2 The Supplier's failure to comply with the terms of this Deed shall be a material breach of the Locally Commissioned Contracts which shall entitle the relevant Beneficiaries to terminate any part of those Locally Commissioned Contracts involving the processing of personal data by the Supplier on immediate written notice to the Supplier without further liability or obligation of those Beneficiaries.

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

13.4 The Supplier irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims), provided that nothing in this clause shall prevent a party from enforcing any judgement obtained in the court of England and Wales in any other court with jurisdiction over the other party.

Executed as a deed by

_____ (signature)

_____ (full name)

a director, on behalf of the Supplier _____

in the presence of:

signature of witness

name of witness

address of witness

occupation of witness

Annex 1

In relation to the Step In Services set out in clause 0 of this Deed, the following table sets out the subject matter, duration, nature and purpose of any processing, the type of personal data processed and the categories of data subject whose personal data may be processed. Otherwise, the subject matter, duration, nature and purpose of the processing, the type of personal data processed and the categories of data subject whose personal data is processed are as described in the relevant Locally Commissioned Contract for each particular service or system being provided.

Description	Details
Subject matter of the processing	The subject matter of the processing is as described as Step In Services in clause 0 of this Deed
Duration of the processing	The processing will take place over the duration as described in the Step In Services in clause 0 of this Deed.
Nature and purposes of processing	As described in the Step In Services in clause 0 of this Deed.
Type of personal data	Patients/patients' representatives/guardians: names, contact details (e.g. email address, telephone number), relevant medical providers (e.g. Practices) user details (e.g. usernames, passwords). Practice users/workers within NHS and social care system: names, contact details, job titles, employer details.
Categories of data subjects	Patients, patients' representatives/guardians, Practice users, persons working within the wider NHS and social care system.
Supplier's Data Protection Officer (or responsible person)	[Supplier to include name, role, and contact details]