



Sub-licensing agreement

November 2023

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1. Introduction

The Department of Health and Social Care (DHSC) has permission under its Data Sharing Agreement with NHS England to share Client Level Data and other commissioning data received from NHS England (the “Data”) with local authorities. NHS England is the Licensor and DHSC is the Licensee. The purpose of sharing the Data with local authorities will be limited to local service planning and commissioning as described in Schedule 2. Any local authority wishing to access the Data will be required to agree with the terms of this Sub-licence Agreement with DHSC.

This Sub-licence agreement comprises three parts: a) Sections 2-12 and schedule 3 – set the terms of the Sub-licence Agreement; b) Schedule 1 – provides a definition to the terms used in this agreement; c) Schedule 2 – sets out the purpose and legal basis under which the data will be shared; Annex A – details information about the Data Sharing Agreement between DHSC and NHS England under which DHSC is permitted to sub-licence the Data.

2. Overview of the dashboard

Client Level Data is a new quarterly data collection from local authorities describing adult social care services and support they provide to people in their local areas.

The purpose of the collection is to enable key aspects of Adult Social Care service provision and integrated health and care pathways across England to be analysed and reported on at a national level.

It is also designed to assist local authorities in fulfilling their Adult Social Care statutory functions by giving them access to more detailed information about demand for and use of their services and outcomes for service users.

The Data accessed via the dashboard (Client Level Data and other commissioning data) will support local authority commissioners and performance leads of adult social care services to:

- gain a better understanding of demand in their areas and resulting pressures on services
- monitor activity and operational performance
- carry out strategic thinking to plan services
- improve strategic commissioning of services.

3. Parties

This Sub-licence Agreement is made between The Secretary of State for Health and Social Care

Organisation Name:	The Secretary of State for Health and Social Care (“ DHSC ”)
Address:	39 Victoria St, London SW1H 0EU
Telephone:	020 7210 4850

And

The Sub- licensee – The local authority who has requested access to Client Level Data (here referred to as ‘**the Data**’) and to whom the Data will be licensed.

Sub- licensee Organisation Name:	
Address:	
Telephone:	

4. Duration

Start date		End date	
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The ‘End date’ stated above will not exceed the ‘End date’ agreed on the Data Sharing Agreement between DHSC and NHS England.

5. Purpose of agreement

The purpose of this Sub-licence Agreement:

- Detail arrangements for termination or expiry of this contract.
- Clarify the responsibilities and commitments of the parties in relation to the Data which will be provided by DHSC to the User under this Sub-licence Agreement.
- Set out the audit rights of DHSC and NHS England.
- Outline the data security principles and requirements with which DHSC and the User must comply.

6. Term and termination

- This Agreement shall commence on the Start date and shall continue until the End Date if not terminated in accordance with the terms of this Agreement.
- Without prejudice to any other right or remedy available to it, NHS England or DHSC may terminate this Agreement at any time for any reason by giving 28 days' written notice.
- This Agreement will automatically terminate should the Data Sharing Agreement between NHS England and DHSC cease.
- This section (Term and termination) shall survive the termination or expiry of this Agreement, as shall any other Clause which, by its nature, is intended to survive termination or expiry.
- Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- Upon termination or expiry of the agreement, the Sub-licensee must securely destroy the Data provided and provide a data destruction certificate to DHSC within 28 days.

7. Responsibilities

DHSC shall:

- Reserve the right to monitor, record, and audit, or to request a written report from the User regarding the use, and activities relating to the use of the Data under this Sub-licence Agreement by the User (as defined below) during the lifetime of this Agreement, this includes the entry of the premises where the data are accessed at its own discretion and when required by NHS England.
- Reserve the right to temporarily or permanently withdraw access to data and apply further penalties where it believes a User is not in compliance, or does not intend to comply, with the terms which the User agreed under this Agreement and the User has agreed under Secure Access User Agreement.

The Sub-licensee shall:

- Process the Data only in accordance with the terms of this Sub-licence Agreement.
- Use the Data only for the purpose of service planning and commissioning as described in Schedule 2.
- Maintain its Data Security Protection Toolkit and Information Commissioners Office Registration for the duration of the agreement.
- Not share the Data with any third party without the prior written consent of DHSC and NHS England.
- Ensure that Personnel processing the Data are suitably trained and made aware of their responsibilities in handling the Data.
- Ensure that all Personnel, prior to accessing or using Data, are made fully aware of, and comply with the terms and conditions set out in this Sub-licence Agreement.
- Update its privacy notice to inform the public of this data sharing
- Immediately take the following actions if the Sub-licensee becomes aware of a data breach:
 - notify DHSC via the AGEM helpdesk,
 - assess whether a “Serious Incident Requiring Investigation” report needs to be made, and
 - if a report is made, follow the outcome under that report.
- Immediately notify DHSC and NHS England if it no longer has a legal basis on which to process Data.

Unless specified in Schedule 2, (or as otherwise authorised by DHSC and an NHS England director in writing), the Sub-licensee must not combine the Data with any other data held by the Sub-licensee and must not attempt to identify any individual from the Data, or use or Manipulate the Data in any way that re-identifies any individual from the Data.

When using and processing the data, the User shall comply with and have regard at all times to:

- All Applicable Law
- Good Industry Practice Guidance; and
- the data security requirements set out as part of this Sub-licence Agreement, and
- the responsibility of the Sub-licensee to understand and comply with the terms of this Sub-licence.

8. Data and Processing activities

The datasets that are permitted to be shared are the ICB commissioning datasets listed here - <https://digital.nhs.uk/services/data-services-for-commissioners/commissioning-datasets>.

The Data provided under this Sub-licence Agreement may only be processed and stored within the United Kingdom.

The data provided will be aggregated or pseudonymised record level data where it relates to the Local Authority's own geography. Except for data relating to their own geography, the data will be aggregated and anonymised.

Data should be segregated from other datasets and additional linkage is not permitted.

Any attempts to re-identify individuals in the data are strictly prohibited. The data is intended solely for service planning and commissioning, not for the purpose of direct care by health or care professionals.

Data and Processing activities

- 8.1. To the extent that any of the Data constitutes Personal Data (or constitutes Anonymised Data, but then the Data becomes Personal Data in the hands of the Sub-licensee), the Sub-licensee shall hold and process such Data at all times:
 - 8.1.1. as Controller of the Personal Data;
 - 8.1.2 in accordance with Data Protection Law; and
 - 8.1.3 using appropriate technical and organisational security measures against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, the Data.
- 8.2. To the extent the Sub-licensee processes Personal Data in connection with this Sub-licence Agreement, the Sub-licensee agrees that, for the purposes of Data Protection Law, it processes such Personal Data either:
 - 8.2.1. as an independent Controller in its own right: or
 - 8.2.2. where specified in the Sub-licence Agreement,
 - (i) as a Joint Controller or
 - (ii) independent controllers, in each case with any other recipient who has entered into an Associated DSA.
- 8.3. Nothing in this Sub-licence Agreement is intended to construe either party to this Sub-licence Agreement as:

- 8.3.1. the Processor of the other party; or
 - 8.3.2. Joint Controller or independent controller with the other party with respect to the Personal Data processed in connection with this Contract or any DSA.
- 8.4. Where the Data includes Personal Data, the Sub-licensee shall:
- 8.4.1. store and process such Personal Data securely, and permanently destroy or erase it when it is no longer needed for the purpose as set out in Schedule 2;
 - 8.4.2. not Publish such Personal Data without the prior written consent of DHSC and NHS England. Such consent may (at DHSC's/NHS England's sole discretion) be conditional upon such Personal Data being de-identified to a standard suitable for subsequent release in compliance with the Anonymisation Standard for Publishing Health and Social Care Data (ISB 1523) and the ICO Anonymisation: managing data protection risk code of practice;
 - 8.4.3. not disseminate such Personal Data, or a subset of such Personal Data, to any third party without prior written consent from DHSC and NHS England;
 - 8.4.4. take reasonable steps to ensure the reliability of each of its Personnel who have access to such Personal Data;
 - 8.4.5. inform DHSC and NHS England immediately if it receives any communication from the ICO which relates to such Personal Data, unless explicitly prohibited from doing so by the ICO;
 - 8.4.6. ensure access to such Personal Data by Personnel is managed, auditable and restricted to those needing to process such Personal Data;
 - 8.4.7. only be entitled to appoint a Processor to process such Personal Data on behalf of the Sub-licensee with the prior written consent of DHSC and NHS England and shall remain fully responsible to DHSC and NHS England under the terms of this Sub-license Agreement for the actions of its Processors; and
 - 8.4.8. not transfer to or process such Personal Data outside the UK except with the express prior written consent of DHSC and NHS England and only in circumstances when such transfer is permitted under, and complies with the requirements of, Data Protection Law and Applicable Law.

9. Onward Sharing

Onward sharing of data by the Sub-licensee is strictly prohibited.

The Sub-licensee may share data with a data processor but only with the explicit consent of DHSC and NHS England.

The Sub-licensee shall not have the right to assign, novate, transfer, charge, dispose of or

deal in any other manner with the Sub-Licence, or any of its rights or beneficial interests under it, or purport to do the same, nor sub-contract any or all of its obligations under the Sub-Licence without the prior written consent of both NHS England and DHSC.

10. Confidentiality

The Sub-licensee:

- Must keep the Data confidential, and shall not disclose it to any third party except where expressly permitted to do so in accordance with the terms of this Sub-licence Agreement; and
- Must use the Data only in so far as is necessary to perform its obligations and exercise its rights under this Sub-licence Agreement.
- The User will take all reasonable precautions to prevent any un-authorised disclosure or use of the Data.
- Must act at all times so as to preserve the confidentiality of individuals and institutions. In particular, to undertake not to use or attempt to use the materials to derive information relating specifically to an identified individual, family, area or institution nor to claim to have done so.

The Sub-licensee shall be responsible for any unauthorised disclosure or use of the Data made by any of its Personnel and shall take all reasonable precautions to prevent such unauthorised disclosure or use.

If the Sub-licensee is obliged to respond to requests under the Freedom of Information Act 2000 ("FOIA") and a request is received regarding the Data, the Sub-licensee must consult with DHSC and NHS England prior to any release of the Data and shall take into account DHSC's and NHS England's views before responding to any request.

Notwithstanding this paragraph, DHSC acknowledges and the Sub-licensee accepts that the Sub-licensee is responsible in its absolute discretion for determining whether information regarding the Data is exempt from disclosure under FOIA.

11. Third Party - NHS England

NHS England shall benefit from and can enforce the terms of the Sub-licence directly in accordance with the Contracts (Rights of Third Parties) Act 1999 (without the involvement or consent of DHSC) against the Sub-licensee.

NHS England shall have the right at any time and at its own discretion to perform an audit of the Sub-licensee, provided that Sub-licensee is given seven (7) days' notice where

permissible and practicable.

NHS England shall have the right to suspend, in whole or in part, the Sub-licence in relation to all or part of the Data where:

- the Data Sharing Agreement granted by NHS England to DHSC is suspended in whole or in part; or
- the Sub-licensee has not complied or is not complying with any of its obligations under the Sub-licence, until the breach is resolved to NHS England's reasonable satisfaction.

The Sub-licensee shall have no rights in or to the Data other than the right to use the Data in accordance with the express terms of the Licence, which shall not exceed the licence permitted under the Data Sharing Agreement signed between DHSC and NHSE England.

All Derived Data and any and all Intellectual Property Rights in Derived Data shall be owned exclusively by the Sub-licensee. In consideration for the grant of the sub-licence set out in this agreement, the Sub-licensee agrees to be bound by any terms set out in the Special Conditions regarding the making accessible (in hard-copy or electronic format), copying, processing, Manipulating, creating, storing and any other use of the Derived Data.

On demand by NHS England, the Sub-licensee shall make a declaration (the form and content of which will be notified to the Sub-licensee by NHS England at the relevant time) of any data created under the relevant DSA which it believes is Derived Data to NHS England. The Sub-licensee will make available to NHS England, upon request, copies of any data declared to be Derived Data under this paragraph.

Where the Sub-licensee has made a declaration upon the request of NHS England under the paragraph above, NHS England shall verify whether the data declared is Derived Data and inform the Sub-licensee of the outcome of its verification. The Sub-licensee hereby agrees that NHS England's verification is final and binding on whether data is classed as Derived Data or otherwise.

NHS England may call upon the Sub-licensee at any time to execute such documents and perform such acts as may be required for the purpose of giving full effect to this section. The Sub-licensee shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at its own cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this section.

The Sub-licensee shall prospectively assign any and all future Intellectual Property Rights in any Manipulated Data to NHS England from creation and shall execute, or procure the execution of, any document, or shall perform, or procure the performance of, any acts as

may be required to give this effect.

The Sub-licensee shall not have the right to assign, novate, transfer, charge, dispose of or deal in any other manner with the licence, or any of its rights or beneficial interests under it, or purport to do the same, nor sub-contract any or all of its obligations under the Sub-licence without the prior written consent of both NHS England and DHSC.

12. Signatures

By signing this Data Sharing Agreement, the parties agree to be bound by the terms of this Agreement.

DHSC

As the organisation responsible for the User, I understand that such an organisation could be liable to any penalties in the event of breach of any of the terms of this Licence.

Signed on behalf of DHSC	
Signature:	
Title, forename, surname:	Uma Moorthy
Role:	Deputy Director, ASC Data and Analysis
Email address	Uma.moorthy@dhsc.gov.uk
Telephone:	020 7972 5501
Date:	2 November 2023

The Sub-licensee

By signing this Agreement, I, the Sub-licensee, confirm that I have read and understood the terms of this Agreement and I am able to comply with terms of it.

Signed on behalf of the Local Authority	
Signature:	
Title, forename, surname:	
Role:	
Email address	
Telephone:	
Date:	

Schedule 1 - Interpretation

In this Licence Agreement the following expressions have the following, meaning:

"Data"	The health and care commissioning data provided by NHS England, which will be pseudonymised patient level data or aggregated data. The provider unique local patient ID will not be included. Role Based Access Controls will be in place to limit access.
"Data Controller"	Has the meaning set out in the Data Protection Legislation;
"Data Protection Legislation"	Means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party to this Agreement is subject, including: (a) the Data Protection Act 1998 2018 and EC Directive 95/46/EC (up to and including 24 May 2018); and (b) the UK GDPR (from and including 25 May 2018)
"Direct identifiable personal data"	Refers to direct identifiers such as name, full address, postcode, NHS Number;
"Good Industry Practice"	The degree of skill, care, prudence, foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced person engaged in the same or similar type of undertaking or carrying out the same or similar type of activities as the Data Recipient;
"Intellectual Property Rights" or "IPR"	All intellectual property rights including copyright, database rights, trademarks and trade names, patents, topography rights, design rights, trade secrets, know-how and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations of any of them;
"Legitimate Relationship"	Is when there is a valid subject / data recipient relationship e.g. a GP receiving data for a patient at their practice.
"Manipulated Data"	Any Data that has been Manipulated, unless and until it qualifies as Derived Data (to be determined at the sole discretion of DHSC and NHS England);
"Personal Data"	Means any Personal Data (as defined in the Data Protection Legislation) processed by either Party in connection with this Agreement;
"Process" and "processing"	Has the meaning set out in the Data Protection Legislation;

“Pseudonymised”	Processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person
“Re-Identify & Re-Id”	These terms are both used interchangeably in order to describe a process of making anonymised data re-identifiable.
“Sub-licence Agreement”	Means this Data Sharing Agreement between DHSC and the Sub-licensee
“Sub-licensee”	An organisation who receives data through a Sub-license agreement
“Term”	The term for which the Data Recipient is permitted to use the Data as defined in this Licence Agreement;
“User”	The sub-licensee employee accessing the Data provided under this Licence Agreement

Schedule 2 - Legal Basis

1. Under Section 261 of the Health and Social Care Act 2012, data can be disseminated for purposes set out in Directions given by the Secretary of State for Health and Social Care for the collection of the Data by NHS England. This includes support to local government to fulfil their statutory functions in connection with the provision of adult social care, including functions by virtue of Part 1 of the Care Act 2014, such as
 - monitoring, at a population level, particular cohorts of service users and designing analytical models which support more effective interventions in health and adult social care
 - monitoring service and integrated care outcomes across a pathway or care setting involving adult social care
 - developing, through evaluation of person-level data, more effective prevention strategies and interventions across a pathway or care setting involving adult social care
 - designing and implementing new payment models across health and adult social care
 - understanding current and future population needs and resource utilisation for local strategic planning and commissioning purposes including for health, social care and public health needs.
2. The Department of Health and Social Care process data under the legal basis of Article 6(1)(e) of the UKGDPR, which states that “processing is necessary for the performance of a task in the public interest or in the exercise of official authority vested in the controller”. This is in line with the Secretary of State for Health and Social Care’s duties in relation to the promotion and provision of the health service in England (including public health functions), as outlined in Part 1 of the NHS Act 2006 (and as amended by the Health and Social Care Act 2012).
3. The Department of Health and Social Care process special category data under the following conditions of Article 9 of the UKGDPR: Article 9(2)(h): processing is necessary for the management of health or social care systems and services on the basis of Domestic Law. The relevant basis in Domestic Law is set out in the Data Protection Act 2018 in Schedule 1, Part 1, condition 2 (“Health or Social Care Purposes”) Article 9(2)(j): processing is necessary for scientific or historical research purposes or statistical purposes in accordance with Article 89(1) based on Domestic Law which shall be proportionate to the aim pursued, respect the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and interests of the data subject.

The relevant basis in Domestic Law is set out in the Data Protection Act 2018 in Schedule 1, Part 1, condition 4 (“Research”).

4. For purposes of UK GDPR, the organisations involved have the following roles
 - DHSC is the data controller of the dashboard
 - AGEM CSU acts as the data processor and the host of the dashboard on behalf of DHSC
 - Local authorities will be data controllers for the Data and other commissioning data they gain access to via the dashboard.

Schedule 3 – Additional Sub-licensing Conditions

Data Security Requirements

Section A

1. Without prejudice to the Sub-licensee's other obligations in respect of information security, the Sub-licensee shall:
 - 1.1 having regard to the state of technological development, provide a level of security (including appropriate technical and organisational measures) appropriate to:
 - 1.1.1 the harm that might result from unauthorised or unlawful processing of Data or accidental loss, destruction or damage of such Data; and
 - 1.1.2 the nature of the Data;
 - 1.2 take reasonable steps to ensure the reliability of the Sub-licensee's Personnel who have access to the Data which shall include:
 - 1.2.1 ensuring all such Personnel understand the confidential nature of the Data and the issues which arise if proper care is not taken in the processing of the Data;
 - 1.2.2 ensuring all such Personnel are properly trained in data protection appropriate to their role, and to ensure that all such Personnel have completed such training prior to their use of the Data. Where requested to do so the Sub-licensee shall provide examples of training materials used, together with methodologies used to demonstrate that Personnel have understood the training. Training shall be repeated at regular intervals to take account of developments in law on good data protection practice and in any event on an annual basis; and
 - 1.2.3 ensuring all such Personnel are properly vetted, both during the initial recruitment process and throughout their engagement in their processing of the Data, including through the use of procedures to identify changes in personal circumstances which may affect an individual's ability to process the Data in accordance with the terms of this Contract;
 - 1.3 provide NHS England with such information, assistance and co-operation as NHS England may require from time to time to establish NHS England's and/or the Sub-licensee's compliance with the Data Protection Law; and
 - 1.4 inform NHS England as soon as reasonably practicable of any particular risk to the security of the Data of which it becomes aware, and of the categories of Data and individuals which may be affected.
2. The Sub-licensee shall promptly, and in any event not later than reasonably required in order to enable NHS England to fulfil its duties under the Data Protection Law provide such information as NHS England requires relating to the identity of any third parties to whom the Data has been disclosed by the Sub-licensee to the extent NHS England requires this information to comply with its duties under the Data Protection Law.

3. The Sub-licensee shall implement and maintain security and risk assessment standards, facilities, controls and procedures appropriate to the nature of the Data held by it and the harm that would be caused by its loss or disclosure, including:
 - 3.1 to maintain a comprehensive and up-to-date data protection policy, (and the Sub-licensee shall ensure that all its Personnel who have access to the Data shall comply with the obligations upon them contained in the data protection policy);
 - 3.2 to maintain an up to date Information Asset Register, which identifies the Information Asset Owner for Data supplied under the relevant DSA.

4. The Sub-licensee shall ensure:
 - 4.1 that it has properly configured access rights for its Personnel including a well-defined joiners and leavers process to ensure access rights to the Data are properly managed;
 - 4.2 that it has proper controls in place to make sure that complex alphanumeric passwords are required for access to the Data and that training is provided in relation to the need to keep such passwords secure;
 - 4.3 it has in place procedures to identify wrongful use of Data, including the monitoring of wrongful access to Data;
 - 4.4 that suitable and effective authentication processes are established and used to protect Data;
 - 4.5 that Data is backed up on a regular basis and that all back up data is subject to such vigorous security procedures as are necessary in order to protect data integrity, such security measures being commensurate to the nature of the data. The Sub-licensee shall take particular care when transporting backup data and other personal information and shall ensure such backup data and other personal information is transported in a safe and secure manner;
 - 4.6 that Data transferred electronically is encrypted using only the Advanced Encryption Standard (AES) - 256 bits specification;
 - 4.7 that Data stored on laptops or other portable media is encrypted and that the Sub-licensee maintains an accurate, up to date asset register, including all such portable media used to process the Data;
 - 4.8 that Personnel are not able to access the Data from home or via their own electronic device other than through a secure electronic network and that Data may not be stored in such devices;
 - 4.9 that suitable physical security measures are established commensurate to the harm that could result from the unlawful disclosure of the Data. Such physical security measures shall be as identified in the Sub-licensee's data protection policy;
 - 4.10 without prejudice to the Sub-licensee's obligations to DHSC and NHS England in relation to the disposal of Data, all Data which is disposed of must be disposed of in accordance with Applicable Law and Guidance (including the NHS England Destruction and Disposal of Sensitive Data Good Practice Guidelines), (and provided it does not conflict with the foregoing, in accordance with the Sub-licensee's policy for the disposal of Data identified

in the data protection policy, including the disposal of assets containing Personal Data, a copy of which policy shall be provided, on request, to NHS England; and

4.11 that the Sub-licensee establishes and maintains adequate data security compliance policies and audits its use of Personal Data in compliance with its data security policies on a regular basis and in any event annually.

5. The Sub-licensee shall nominate in writing an individual to take responsibility and be accountable for compliance with Data Protection Law, and shall provide to DHSC and NHS England the name of that individual.

Section B

1. It is DHSC's policy that all organisations which process NHS patient information must provide security assurance through annual completion and publication of the DSPT.
2. To provide assurance that good information governance practices are being maintained, the Sub-licensee must demonstrate, and will allow NHS England to audit, that it:

A: meets or exceeds the **DSPT** standards required by NHS England for their organisation type
Organisation Code:

If A does not apply, B and/or C, as NHS England may require and specify in the relevant DSA:
B: is Certified against international security standard **ISO 27001** AND/OR C: Has other security assurance in place which, without prejudice to any other elements of such assurance, meets the requirements of paragraph 4 below.

3. In cases where the Sub-licensee has not completed an DSPT assessment to NHS England's satisfaction and where the Sub-licensee is not ISO 27001 certified, in addition to the information provided in the relevant DSA detailing the security assurance it has in place, the Sub-licensee must ensure that it meets the requirements set out in paragraph 4 of this section B of Schedule 2, which NHS England reserves the right to audit in accordance with this Sub-license Agreement.
4. Where the Sub-licensee has provided information in this Sub-license Agreement about what other security assurance it has in place, and without prejudice to the Sub-licensee's other obligations under this Sub-license Agreement, the Sub-licensee shall:
 - 4.1 process Personal Data only for the provision of health care or adult social care, or the promotion of health, and only for purposes described in this Sub-license Agreement, and which are consistent with the purposes recorded in the Sub-licensee's data protection registration with the Information Commissioner's Office;
 - 4.2 request and process the minimum data necessary (e.g. using age range rather than age if sufficient);
 - 4.3 deploy secure processes, procedures, practice and technology for storage and access, commensurate with the Personal Data being processed;
 - 4.4 ensure the rights of individuals are met, such as satisfying subject access requests

received, ensuring data accuracy and correcting errors, and handling objections and complaints;

- 4.5 permanently destroy/delete or erase the Data once it is no longer required for the purpose for which it was collected and confirm destruction to NHS England;
- 4.6 ensures all Personnel with access to Personal Data provide a written undertaking that they understand and will act in accordance with the Data Protection Law, will not share passwords, and will protect the confidentiality of the Personal Data;
- 4.7 report immediately to NHS England any security incidents relating to the Data, and any instances of breach of any of the terms of this Contract; and
- 4.8 comply with any specific legislation in relation to the Data (such as the Statistics and Registration Services Act 2007).

Sub-licensing

Processing Activities:

The purpose will be restricted to planning and commissioning as per section 5a of the DSA in place between the parties. The sub-licensees must keep the pseudonymised data separate from other identifiable data they hold.

Special Conditions:

1. The Sub-licensee will be required to sign the data sharing agreement (which forms part of this Sub-license Agreement) with the DHSC before accessing the Data.
2. Onward sharing of Data by the Sub-licensee is strictly prohibited.
3. The Sub-licensee must have a valid Data Security and protection Toolkit and ICO registration.
4. Data must not be stored or processed outside of the UK.
5. DHSC and the Sub-licensee must update their transparency notices to inform the public on this level of data sharing.
6. The Sub-licensee must cease processing of data under this Sub-licensing Agreement and initiate data destruction if the DSA between DHSC and NHS England (or related Data sharing Framework Contract) should expire.

Annex A DHSC's Data Sharing Agreement with NHS England.

This Licence Agreement is dependent on DHSC maintaining its Data Sharing Agreement with NHS England. These are referenced on the table below:

Request Number:	DARS-NIC-463165-H3R4K-v1.5
Request Title:	Department of Health and Social Care - Adult Social Care Data
DSA Start Date:	20/10/2023
DSA End Date:	19/10/2024