**Vantage Diagnostics Limited**

**Teledermatology Electronic Referral Service**

**Data Processing Agreement (to be accepted as ‘terms of use’)**

We have been commissioned by Ipswich and East Suffolk Clinical Commissioning Group to provide You with a Teledermatology Service (TDS).  We take seriously Our commitment to safeguarding Your data as required under the Data Protection Act 2018 and General Data Protection Regulation (GDPR) which came into effect on 25th May 2018.

As part of the TDS service We will process items of data which are considered to be Personal Data.  Your role is as the Data Controller and Ours is that of the Data Processor; in effect We process Your referral data.  A full description of these roles can be found at <https://ico.org.uk/media/for-organisations/documents/1546/data-controllers-and-data-processors-dp-guidance.pdf>.

This agreement sets out Our commitment to manage Your referral data in line with the requirements of the aforementioned Data Protection Legislation.

Please read the agreement below and click the “Accept” button at the end to confirm that You accept and agree to these terms and that You agree to comply with them.

If You do not agree to these terms, You must not use the TD system.

If you have any queries regarding this agreement, please contact \_\_\_\_\_\_ or the Vantage Support Desk at support@vantage.health

We recommend that You print a copy of these terms for future reference.

**Definitions & Interpretation**

**Data Protection Legislation** means the Data Protection Act 2018, the GDPR and any other Law relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner, and the terms **Data Controller**, **Data Processor** and **Personal Data** shall have the same meaning as set out in the Data Protection Legislation;

**TDS** means the Teledermatology Service commissioned by Ipswich and East Suffolk Clinical Commissioning Group and provided by Us;

**Law** means any applicable statute or proclamation or any delegated or subordinate legislation or regulation; any applicable European Union directive, regulation, decision or law; any enforceable community right within the meaning of section 2(1) European Communities Act 1972; any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; requirements set by any regulatory body; and any applicable code of practice, in each case as applicable in England and Wales;

**NHS England** means the National Health Service Commissioning Board;

**Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

**Staff** means all persons employed or engaged by Us to perform our obligations in relation to TDS including any subcontractors and person employed or engaged by such subcontractors;

**We** means Vantage Diagnostics Limited (Company number 05819429) whose registered office is at 14 David Mews, London, W1U 6EQ and **Our** and **Us** and shall be construed accordingly;

**You** means any sole practitioner, partnership, body corporate or other legal entity which uses the TDS or which employs or engages individuals using the TDS and Your shall be construed accordingly.

**Data Controller and Processor**

You acknowledge that, in relation to the Personal Data processed within TDS:

* You are a Data Controller in respect of the Personal Data for which You (alone or jointly with other Data Controllers) determine the purposes and means of the processing;
* We are a Data Processor in respect of such personal data; and
* You, as a Data Controller, and We, as a Data Processor, are each subject to the respective obligations upon Data Controllers and Data Processors under the Data Protection Legislation.

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| **Purpose for Processing** |
| The purpose of this service is to provide consultant triage. |
| **Data Subjects** |
| Patients of the GP surgery |
| **Data Sets** |
| The personal data processed will include patients name, address, date of birth and NHS number. Special category data processed will include the patients physical or mental health or condition including but not limited to photos of skin lesions. |
| **Lawful Basis / Consent Model** |
| Article 6(1)(e) and Article 9(2)(h) Patient will also consent to photo being taken |
| **Arrangements for Data on Exit from Agreement** |
| Rego will delete or return all data at the written direction of the GP on exit from agreement |

**Our Obligations**

In relation to the Personal Data for which You (alone or jointly with other Data Controllers) determine the purposes and means of the processing, We agree to:

* Process such Personal Data:
	+ only on documented instructions from You or another person who is a Data Controller in relation to that Personal Data;
	+ only for the general purposes of managing teledermatology referrals through TDS;
	+ for the duration of TDS being commissioned;

except and to the extent We are otherwise required or permitted to process the Personal Data by Law;

* Comply with Our obligations as a Data Processor under the Data Protection Legislation;
* We will assist You to respond to requests for exercising the data subject’s rights
	+ This includes rights of access and rectification
	+ Where a request is received direct to us we will not respond direct to the data subject but will pass the request to you no later than five days after receiving the request.
* Implement appropriate technical and organisational measures in such a manner that the processing of Personal Data will:
	+ meet the requirements of the Data Protection Legislation;
	+ ensure the protection of the rights of data subjects;
	+ ensure the security of processing; and
	+ assist You, insofar as possible, in relation to any obligation under the Data Protection Legislation including in relation to rights of data subjects and security of processing;
* Only engage another Data Processor:
	+ with Your prior written authorisation; and
	+ having imposed Our obligations set out in these terms and under the Data Protection Legislation upon that other Data Processor;
	+ Ensure that processing outside of the EEA is covered by an appropriate safeguard such as standard contractual clauses, adequacy decision or binding corporate rules
* Ensure that our Staff who process such Personal Data are under an obligation of confidence and are obliged to comply with Our obligations set out in these terms and under the Data Protection Legislation;
* At Your request, delete and/or return such Personal Data to You upon TDS being de-commissioned (except and to the extent We are otherwise required or permitted to process the Personal Data by Law);
* Make available to You all information necessary to demonstrate compliance with the obligations laid down in the Data Protection Legislation and allow for and contribute to audits, including inspections, conducted by You or another auditor mandated by You;
* We will not transfer any Personal Data to a country outside of the European Economic Area without Your approval
* Notify You immediately should We, in Our opinion, consider that an instruction issued by You infringes the Data Protection Legislation;
* Notify You without undue delay, and in any event within 48 hours, should We become aware of a Personal Data Breach.