



DATA PROCESSING AGREEMENT

BETWEEN

NHS AYRSHIRE & ARRAN

AND

CROSSHOUSE MEDICAL PRACTICE

CROSSHOUSE RESOURCE CENTRE

ANNANDALE GARDENS, CROSSHOUSE, KA2 0LE

AS JOINT CONTROLLERS

AND

File Ref: **OSS/NHSAA/GP**

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DATA PROCESSING AGREEMENT

Between

NHS AYRSHIRE & ARRAN

a statutory body constituted pursuant to the National Health Service (Scotland) Act 1978 (as amended) and having its headquarters at **Eglinton House, Ailsa Hospital, Dalmellington Road, Ayr KA6 6AB**
(the “**Board**”)

AND

Crosshouse Medical Practice

*a statutory body constituted pursuant to the National Health Service (Scotland) Act 1978 (as amended) and having its headquarters at **Crosshouse Resource Centre, Annandale Gardens, Crosshouse, KA2 0LE***

AS JOINT CONTROLLERS

*the “**Client**”*

and

On-Site Scanning

a company registered under the Companies Acts (Registration No. SC300640) and having its registered office at Units 1-2, Building C, Kelburn Business Park, Port Glasgow, PA14 6BL (the “**Company**”)

WHEREAS:

- A. The Client has engaged the Company to provide the Services (as defined below) pursuant to the Contractual Agreement and the Company will Process Personal Data (all as defined below) in the provision of the Services.
- B. In order to comply with the Data Protection Legislation (as defined below), the Parties require to enter into this Agreement to regulate the Processing of the Personal Data and related matters.

NOW IT IS HEREBY AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following expressions shall have the following meanings:

“Agreement”	means this data processing agreement, including the Schedule;
“Appropriate Safeguards”	means a legally compliant mechanism(s) for the transfer of Personal Data to a country outside the EEA in respect of which no adequacy decision has been made by the European Commission, as such mechanism(s) may be permitted under the Data Protection Legislation from time to time;
“Business Day”	means Monday to Friday excluding public holidays as observed by the Bank of Scotland in Edinburgh;
“Company Personnel”	means any and all directors, officers, employees, agents, consultants and contractors of the Company and/or of any Sub-processor engaged in the performance of the obligations imposed on the Company pursuant to or under this Agreement and the Contractual Agreement, including but not limited to the performance of the Services;
“Controller”	shall have the meaning given in the GDPR;
“Joint Controller”	shall have the meaning given in the GDPR;
“Data Loss Event”	means any event, including but not limited to any Personal Data Breach, that results, or may result, in unauthorised access to Personal Data held by the Company or any Sub-processor under or in connection with this Agreement and the Contractual Agreement, and/or actual or potential loss and/or destruction and/or corruption of Personal Data in breach of this Agreement;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to the Processing of Personal Data and privacy; and (iii) any other Law in force from time to time with regards to the Processing of Personal Data and privacy, which may apply to either Party in respect of its activities under this Agreement and the Contractual Agreement;
“Data Protection Officer”	shall have the meaning given in the GDPR;
“Data Subject”	shall have the meaning given in the GDPR;

“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Direct Losses”	means all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services) legal costs, proceedings, demands and charges whether arising under statute, contract or at common law excluding Indirect Losses;
“DPA 2018”	means the Data Protection Act 2018;
“DP Losses”	means all liabilities and amounts, including all: <ul style="list-style-type: none"> a) Direct Losses; b) costs and expenses relating to reconstitution and/or correction of the Personal Data and any and all records comprising the same; and c) to the extent permitted by Applicable Law: <ul style="list-style-type: none"> (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; and (ii) compensation to a Data Subject ordered by a Supervisory Authority;
“Effective Date”	shall have the meaning given to it in the Contractual Agreement;
“EEA”	means the European Economic Area;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Indirect Losses”	means loss of profits, loss of business, loss of business opportunity, loss of goodwill or any consequential loss or indirect loss of any nature;
“Information Commissioner’s Office”	means the United Kingdom’s Supervisory Authority;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Client and/or the Company is bound to comply;
“Minimum Requirements”	means those requirements identified as such in Schedule;
“Party”	means a Party to this Agreement;

“Personal Data”	shall have the meaning given in the GDPR;
“Personal Data Breach”	shall have the meaning given in the GDPR;
“Processing”	shall have the meaning given in the GDPR and the terms “Process” and “Processed” shall be construed accordingly;
“Processor”	shall have the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which must include the Minimum Requirements and may also include, without limitation: pseudonymising and encrypting Personal Data; ensuring confidentiality, integrity, availability and resilience of systems and services used by the Company and, where relevant, by any Sub-processor in connection with the performance of the obligations imposed on the Company pursuant to or under this Agreement and the Contractual Agreement, including but not limited to the performance of the Services; ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of such technical and organisational measures adopted from time to time by the Company and, where relevant, by any Sub-processor;
“Representative”	shall have the meaning given in the GDPR;
“Schedule”	means the schedule annexed to and forming part of this Agreement;
“Services”	shall have the meaning given in the Contractual Agreement;
“Contractual Agreement”	means the agreement between the Company and the Client of even date herewith relating to the provision of the Services;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Company in connection with this Agreement and the Contractual Agreement;
“Supervisory Authority”	shall have the meaning given in the GDPR; and
“Term”	means the period from the Effective Date until the Agreement is terminated in accordance with its terms.

1.2 In this Agreement unless the context otherwise requires it:-

1.2.1 the Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement and references to the Schedule, sub-clauses and clauses are to the Schedule, sub-clauses and clauses in this Agreement;

- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to gender include references to all genders;
- 1.2.4 reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having a separate legal personality;
- 1.2.5 references to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended, consolidated, replaced or re-enacted from time to time; and
- 1.2.6 the words “include” or “including” are to be construed as meaning without limitation.

2 CONTROLLER/PROCESSOR AND PERSONAL DATA

- 2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Company is the Processor.
- 2.2 For the avoidance of doubt, references in this Agreement to the term “Personal Data” shall only apply to Personal Data Processed in the course of the performance of the obligations imposed on the Company pursuant to or under this Agreement and the Contractual Agreement, including but not limited to the performance of the Services.

3 COMPLIANCE WITH DATA PROTECTION LEGISLATION

- 3.1 The Company warrants that it will, and will procure that any and all Sub-processors will, at all times throughout the Term, Process Personal Data in compliance with the Data Protection Legislation.

4 PROCESSING INSTRUCTIONS

- 4.1 The only Processing that the Company is authorised to undertake in connection with the performance of the obligations imposed on the Company pursuant to or under this Agreement and the Contractual Agreement, including but not limited to the performance of the Services is listed in the Schedule, as the same may be amended from time to time by written agreement between the Parties. The Company warrants that it will, and will procure that any and all Sub-processors will, at all times throughout the Term, only Process the Personal Data for the purposes of the performance of the obligations imposed on the Company pursuant to or under this Agreement and the Contractual Agreement, including but not limited to the performance of the Services.
- 4.2 The Company shall promptly comply with any written request from the Client requiring the Company to amend, transfer or delete the Personal Data.
- 4.3 The Company shall notify the Client immediately if it considers that any of the Client’s instructions infringe the Data Protection Legislation and will provide the Client with a written explanation of the reasons why it considers any of the Client’s instructions to be so infringing.

5 ASSISTANCE TO THE CLIENT

- 5.1 The Company shall, as part of the Services and at no additional cost or expense to the Client, provide all reasonable assistance to the Client in ensuring compliance with the Client's obligations under the Data Protection Legislation in relation to:
- 5.1.1 ensuring the security of the Personal Data;
 - 5.1.2 any notifications, communications and remedial action that may be required to be made or taken following any Data Loss Event, including notifications to the relevant Supervisory Authority following a Data Loss Event and communications to affected or potentially affected Data Subjects;
 - 5.1.3 responding to Data Subject Access Requests within the timescale set out in the Data Protection Legislation;
 - 5.1.4 any request from a Supervisory Authority or any consultation by the Client with a Supervisory Authority, to the extent that such request or consultation relates to or involves the Processing undertaken by the Company and/or any Sub-processor under or in connection with this Agreement and the Contractual Agreement;
 - 5.1.5 the preparation of any Data Protection Impact Assessment prior to commencing any new Processing that has been agreed between the Parties pursuant to Clause 4.1. Such assistance may, at the discretion of the Client, include:
 - 5.1.5.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 5.1.5.2 an assessment of the necessity and proportionality of the Processing operations in relation to the performance of the obligations imposed on the Company pursuant to or under this Agreement and the Contractual Agreement, including but not limited to the performance of the Services;
 - 5.1.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 5.1.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 5.2 At any time throughout the Term, or following the date of termination, at the request of the Client, the Company shall provide to the Client a copy of all Personal Data held by the Company in the format and on the media reasonably specified by the Client. If the Company fails to provide the Client with a copy of such requested Personal Data the Client may, without limiting its other rights or remedies, enter the Company's premises and take a copy of such Personal Data.

6 TECHNICAL AND ORGANISATIONAL MEASURES

- 6.1 The Company shall:
- 6.1.1 Process the Personal Data only in accordance with the Schedule, unless the Company is required to do otherwise by Law, in which case the provisions of Clause 4.3 shall apply;
 - 6.1.2 ensure that it has in place Protective Measures, which the Company shall maintain throughout the Term at its cost and expense, and which are appropriate to protect against a Data Loss Event, having taken account of:
 - 6.1.2.1 the nature of the Personal Data to be protected;

- 6.1.2.2 the harm that might result from a Data Loss Event;
- 6.1.2.3 the state of technological development; and
- 6.1.2.4 the cost of implementing any measures

7 COMPANY PERSONNEL

- 7.1 The Company shall ensure that it takes all reasonable steps to ensure the reliability and integrity of any Company Personnel who have access to the Personal Data and ensure that they:
 - 7.1.1 are aware of and comply with the Company's duties under this Agreement, in particular those obligations set out in this Agreement;
 - 7.1.2 are subject to appropriate confidentiality undertakings with the Company or any Sub-processor, as the case may be, which confidentiality undertakings require the Company Personnel to keep the Personal Data confidential and to only Process the Personal Data for the purposes of the performance of the obligations imposed on the Company pursuant to or under this Agreement and the Contractual Agreement, including but not limited to the performance of the Services;
 - 7.1.3 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 Client or as otherwise permitted by this Agreement; and
 - 7.1.4 have undergone adequate training in the use, care, protection and handling of Personal Data and on the Data Protection Legislation insofar as it relates to Processing.

8 INTERNATIONAL TRANSFERS OF PERSONAL DATA

- 8.1 The Company shall not transfer Personal Data outside of the United Kingdom without the prior written consent of the Client.
- 8.2 Where the Company wishes to transfer Personal Data to a country within the EEA, the Client's consent shall not be unreasonably withheld or delayed.
- 8.3 If the Client gives its written consent to a transfer of Personal Data outside of the EEA, the Company shall ensure that:
 - 8.3.1 the Company has Appropriate Safeguards in place in respect of such transfer and, where practicable, the particular Appropriate Safeguards to be used by the Company for such transfer shall be subject to the Client's prior written approval, which approval shall not be unreasonably withheld or delayed;
 - 8.3.2 the transfer and any Processing of Personal Data following such transfer complies at all times with Clause 4.1; and
 - 8.3.3 the transfer otherwise complies with Data Protection Legislation.

9 NOTIFICATIONS REQUIRED TO BE GIVEN BY THE COMPANY TO THE CLIENT

- 9.1 The Company shall, at its own cost and expense, notify the Client immediately (and within three (3) Business Days of receipt of the relevant communication at the latest) if it:

- 9.1.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 9.1.2 receives a request to rectify, block or erase any Personal Data;
 - 9.1.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 9.1.4 receives any communication from any Supervisory Authority, including from the Information Commissioner's Office, or any other regulatory authority in connection with Personal Data processed under or in connection with this Agreement and the Contractual Agreement; or
 - 9.1.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, and the Company will provide the Client with a copy of the relevant Data Subject Access Request, request, complaint or communication, as the case may be and such further information regarding the same as the Client may request from time to time.
- 9.2 Taking into account the nature of the Processing, the Company shall provide the Client with all reasonable assistance in relation to any complaint, communication or request notified to the Client pursuant to Clause 9.1 (and insofar as possible within the timescales reasonably required by the Client).
- 9.3 The Company shall, at its own cost and expense:
- 9.3.1 notify the Client of any Data Loss Event of which it becomes aware within twenty four (24) hours of becoming aware of such Data Loss Event; and
 - 9.3.2 provide the Client, as soon as practicable and wherever possible within twenty four (24) hours of becoming aware of such Data Loss Event, with such information regarding the Data Loss Event as the Client may reasonably require, including but not limited to:
 - 9.3.2.1 the nature of the Data Loss Event, including, where possible the categories and approximate number of Data Subjects and Personal Data records affected by the Data Loss Event;
 - 9.3.2.2 the likely consequences of the Data Loss Event;
 - 9.3.2.3 where the Data Loss Event involves the Company and/or any Sub-processor, the measures taken or proposed to be taken by the Company and/or any Sub-processor to address the Data Loss Event, including those to mitigate the possible adverse effects of the Data Loss Event.
- 9.4 If the Company cannot provide all of the information set out in Clause 9.3 within the timescale specified, the Company shall, within such timescale advise the Client of the delay and of the reasons for the same and advise the Client when the Company expects to be able to provide the relevant outstanding information, which information may be provided in phases without undue delay, as details become available.

10 RECORDS

- 10.1 The Company shall maintain complete, accurate and up-to-date written records of all Processing carried out under or in connection with this Agreement and the Contractual Agreement. Such records shall contain the following information:
- 10.1.1 the name and contact details of the Company's Representative (if any) and of the Company's Data Protection Officer (if any);

- 10.1.2 the categories of Processing carried out on behalf of the Client;
- 10.1.3 where applicable, details of any transfers of Personal Data pursuant to Clause 8.3, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred, together with details of the Appropriate Safeguards used; and
- 10.1.4 a general description of the Protective Measures implemented by the Company pursuant to Clause 6.1.

11 USE OF SUB-PROCESSORS

- 11.1 The Company shall not allow any Sub-processor to Process any Personal Data unless the Company has:
 - 11.1.1 notified the Client in writing of the intended Sub-processor and the Processing activity that the Company wishes the Sub-processor to undertake on the Company's behalf;
 - 11.1.2 obtained the prior written consent of the Client in respect of the use of such Sub-processor in connection with the Processing undertaken pursuant to this Agreement and the Contractual Agreement;
 - 11.1.3 entered into a binding written agreement with the Sub-processor, which agreement sets out enforceable data protection obligations on the same terms as set out in this Agreement such that they apply to the Sub-processor, in particular such binding written agreement must provide:
 - 11.1.3.1 sufficient guarantees that the Sub-processor will adopt Protective Measures such that the Processing undertaken by the Sub-processor will meet the requirements of the Data Protection Legislation; and
 - 11.1.3.2 details of the Processing that is to be undertaken by the Sub-processor, which Processing shall only involve activity that is set out in the Schedule; and
 - 11.1.4 provide the Client with such other information regarding the Sub-processor as the Client may reasonably require from time to time.
- 11.2 The Company shall cease using a Sub-processor to undertake any Processing of Personal Data pursuant to or in connection with this Agreement and the Contractual Agreement immediately upon receipt of a written request from the Client requesting that such Sub-processor ceases Processing the Personal Data, in circumstances where the Client has reasonable grounds for concern about the Sub-processor's ability to carry out the Processing in accordance with the Data Protection Legislation.
- 11.3 The Company shall remain fully liable for all acts or omissions of any Sub-processor.

12 AUDIT RIGHT

- 12.1 The Company shall, and shall procure that any and all Sub-processors shall, make available to the Client, at no cost or expense to the Client, all information necessary to demonstrate the Company's compliance with its obligations under this Agreement and the Data Protection Legislation.
- 12.2 The Company shall, and shall procure that any and all Sub-processors shall, allow for and contribute to audits, including inspections, conducted by the Client or by another auditor mandated by the Client, for the purpose of reviewing and assessing

the Company's compliance with its obligations under this Agreement and the Data Protection Legislation, provided that the Client shall, where possible:

- 12.2.1 provide the Company with reasonable prior notice of such audit or inspection;
 - 12.2.2 ensure that such audit is carried out during normal business hours; and
 - 12.2.3 ensure that each such audit and inspection is carried out so as to cause minimal disruption to the Company's business and other customers.
- 12.3 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clause 12.2, unless the audit identifies a breach of the Company's obligations under this Agreement and/or the Data Protection Legislation, in which case the Company shall reimburse the Client for all of the Client's reasonable costs incurred in the course of the audit.
- 12.4 If an audit identifies that the Company has failed to perform its obligations under this Agreement in any material manner, the Client may, at its sole discretion:
- 12.4.1 treat such failure as a material breach of the Agreement; or
 - 12.4.2 agree with the Company a remedial plan to resolve such failure, which remedial plan the Company shall implement at its sole cost and expense.

13 DELETION OR RETURN OF PERSONAL DATA

- 13.1 On termination of this Agreement, howsoever arising, or on the cessation of those Services pursuant to or in connection with which the Processing of Personal Data by the Company on behalf of the Client was undertaken, the Company shall immediately cease using all affected Personal Data in the possession or control of the Company.
- 13.2 Within one (1) month following the date of termination of this Agreement, or if earlier, the date of the cessation of those Services pursuant to or in connection with which the Processing of Personal Data by the Company on behalf of the Client was undertaken, the Company shall, at the written direction of the Client, securely delete or securely return to the Client all affected Personal Data (and any copies of it) and the Company shall certify in writing to the Client that to the best of the Company's knowledge and belief all Personal Data (and any copies of it) have been securely deleted or securely returned to the Client, unless the Company is required by Law to retain the Personal Data. If the Company is required by Law to retain the Personal Data, the Company shall advise the Client of such requirement in writing.

14 LIABILITY

- 14.1 The Company shall indemnify and keep indemnified and defend at its own expense the Client from and against any and all DP Losses incurred by the Client or for which the Client may become liable arising from or in connection with any failure by the Company or any Sub-processor or any of their employees or agents to comply with any of the Company's obligations under this Agreement. The indemnity set out in this Clause 14.1 shall not be subject to any limit of liability in terms of Clause 7.0 (Protection of Data) of the Contractual Agreement.
- 14.2 The Client shall indemnify and keep indemnified and defend at its own expense the Company from and against any and all DP Losses incurred by the Company or for which the Company may become liable arising solely from or in connection with any failure by the Client or its employees or agents to comply with any of the Client's obligations under this Agreement. The aggregate liability of the Client in respect of the indemnity set out in this Clause 14.2 shall in no event exceed an amount

equivalent to TWO HINDRED PERCENTUM (200%) of the fees paid by the Client for the Services in the 12 months prior to the event giving rise to the claim, notwithstanding any limit of liability in terms of Clause 7.0 (Protection of Data) of the Services Agreement.

- 14.3 The provisions of Clauses 14.1 and 14.2 shall not affect the liability of either Party to any Data Subject.

15 GENERAL

- 15.1 This Agreement shall terminate automatically upon the termination of the Contractual Agreement, howsoever arising. Notwithstanding the provisions of this Clause 15.1, the provisions of Clauses 1, 3, 5, 9, 10, 13, 14 and 15 shall survive expiry or termination of this Agreement, howsoever caused.
- 15.2 Any notice to be given under this Agreement shall be delivered personally, sent by facsimile or sent by first class recorded delivery post (airmail if overseas) or electronic mail. The address for service shall be the registered or principal office of the recipient or such other address for receipt of notices as either Party may previously have notified to the other Party in writing. A notice shall be deemed to have been served:-
- 15.2.1 if personally delivered, at the time of delivery;
 - 15.2.2 if sent by facsimile at the time of transmission;
 - 15.2.3 if posted, at the expiration of forty eight (48) hours; and
 - 15.2.4 if sent by electronic mail, at the time of the transmission.
- 15.3 In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the relevant Party as prepaid first class or recorded delivery (as appropriate) or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice as the case may be, or that the hard drive has recorded the successful transmission of the electronic mail.
- 15.4 The Company shall not assign, sub-contract or otherwise transfer any of its Processing obligations in respect of the Personal Data to any third parties other than in accordance with the provisions of Clause 11.
- 15.5 The failure by either Party to insist upon the strict performance of any provision, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of that Party's rights or remedies in respect of any such breach by the other Party or any subsequent breach of such provision, term or condition.
- 15.6 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and notified to the other Party in writing in accordance with the provisions of Clause 15.2.
- 15.7 This Agreement, together with the Contractual Agreement, constitute the entire agreement between the Parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between the Parties relating to the subject matter of this Agreement, provided that nothing contained herein shall operate or be construed as to limit or exclude either party's liability for fraud or fraudulent misrepresentation. If there is any conflict between the terms of this Agreement and the terms of the Contractual Agreement in

relation to the subject matter of this Agreement, the terms of this Agreement shall prevail.

15.8 This Agreement shall be governed and construed in accordance with Scots law and both parties hereby irrevocably submit to the exclusive jurisdiction of the Scottish Courts: IN WITNESS WHEREOF, these presents consisting of this page and the preceding 13 pages are executed as follows:

For and on behalf of **NHS Ayrshire & Arran**

Place: Eglinton House, Ailsa Hospital

Date 30th December 2019

Signed by 

Witnessed by: 

Print Name: Claire McCamon

Print Name: Sarah Barbour

Designation: Project Implementation Manager

Designation: Project Manager

Address: Eglinton House, Ailsa Hospital, KA6 6AB

For and on behalf of **Crosshouse Medical Practice, Crosshouse Resource Centre, Annadale Gardens, Crosshouse, KA2 0LE**

Place

Date

Signed by

Witnessed by

Print Name

Print Name

Designation

Designation


Address

.....

For and on behalf of On-Site Scanning Ltd

Place: Unit 1-2, Building C, Kelburn Business Park, Port Glasgow, PA14 6BL.

Date: 06/01/2020

Signed by: 

Witnessed by: 

Print Name: Barry Higgins

Print Name: Ross Campbell

Designation: Director

Designation: Director

Address: Unit 1-2, Building C, Kelburn Business Park, Port Glasgow, PA14 6BL

This is the Schedule referred to in the foregoing Data Processing Agreement between NHS Ayrshire & Arran and Crosshouse Medical Practice, Crosshouse Resource Centre, Annandale Gardens, KA2 0LE as Joint Controllers and On-Site Scanning Ltd

SCHEDULE

1. The Company shall comply with any further written instructions with respect to Processing issued by the Client.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The Company, On-Site Scanning Ltd (OSS) will carry out a fully managed GP medical record storage and scan on demand service for the Client as outlined within the project brief provided. This will include OSS arriving on-site and boxing up medical records on behalf of the GP Practice using the patient list extracted from EMIS / Vision.
Duration of the processing	This will be for an initial term of 12 months with an optional extended term of 12 months. OSS have agreed that storage fees will be fixed for the duration of the contract and for up to 48 months from the initial contract date in the even an Extended Term is implemented.
Nature and purposes of the processing	<p>NHS Ayrshire & Arran (NHSA&A) are providing funding to On-Site Scanning to provide a collection, storage and scan on demand service for all of the patient notes contained within 38 Ayrshire & Arran GP Practices (approximately 187,829 sets of patients notes).</p> <p>OSS will project manage the safe retrieval and transfer of patient medical records from 38 GP Practices to their off-site facility in Port Glasgow. Patient records will be securely stored and an ongoing request service will be provided to digitise records required by GP Practices as and when required known as “scan on demand”.</p>
Type of Personal Data	<p>Demographic information such as name, title, marital status, date of birth, CHI number, NHS number.</p> <p>Special Categories of Personal data</p> <p>Health and mental health data contained within medical records</p>
Categories of Data Subject	Patients

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>OSS will process the personal data for the duration of the contract, until such a time that the contract is terminated, or for the period required by applicable law or statutory limitation periods, whichever is greater.</p> <p>The GP Practices are responsible for maintaining and managing the retention periods against all relevant data stored on its behalf by OSS as data processor. The GP Practices will instruct OSS to destroy data as and when required, in accordance with the GP Practices retention schedules. OSS will ensure that data is securely destroyed, as instructed by the GP Practices.</p> <p>If NHS A&A wishes to remove all data from OSS they must notify OSS in writing. OSS shall be entitled to charge NHS A&A a fee for retrieving all records from storage and readying these for collection or delivery. The company may refuse to fulfil a request for an exit unless or until the permanent withdrawal costs have been settled by NHS A&A in full.</p> <p>In the event that NHS A&A receives approval to back scan all GP records with OSS the above fee would not apply and only 30 days' notice will be required at any time.</p>
<p>Minimum Requirements</p>	<p>OSS will take appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data such as accidental or unlawful loss, alteration, unauthorised disclosure or access, damage or destruction of personal data in accordance with the GDPR articles 28 and 32.</p> <p>All electronic data will be transferred by encrypted nhs.net mail.</p> <p>Secure document shredding is completed in-house to MOD standards and includes the use of a cross cut shredder. A certificate of destruction will be provided to the Practice on completion.</p> <p>OSS has the appropriate insurance in place to cover the liability of the confidential Records while held by OSS, this includes On-Site and in transit.</p>
<p>Additional Information</p>	<p>Nil.</p>