

# ACCEPTABLE USE POLICY

## Version history

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## 1. About this policy

This policy establishes the appropriate standards you must observe when accessing the data from the OneLondon Secure Data Environment (SDE) and the Discover-NOW Dataset to ensure the protection of this data.

Any references to 'we' or 'us' is to be interpreted as the OneLondon and the North West London Discover-NOW Data Controllers.

This policy is incorporated in the De-identified Data Request Form and the Data Access Contract for the use of the OneLondon Secure Data Environment and the Discover-NOW Dataset submitted by your organisation to the Data Access Committee.

Any capitalised word that is not defined herein refers to its definition under the De-identified Data Access Request Form:

<b>Data Access Committees</b>	Are the decision-making data access committees - the Independent Information Access Group representing the OneLondon SDE and the North West London data access committee representing the Discover-NOW dataset that consider applications for access to the data environments;
<b>Data Controllers</b>	Means the Data Controllers whose data is processed within the London SDE and are signatory to the OneLondon Sharing Framework, the London Data Service and the London Analytics Platform, and the Data Controllers whose data is processed within the Discover-NOW WSIC SDE and are signatory to the North West London Data Sharing Framework.
<b>De-identified Data Request Form</b>	Means the OneLondon SDE: Data Access Request Form and the Discover-NOW request form which is the application form which applicants must complete and submit to the relevant data access group in order to gain access to the data environments;
<b>Discover-NOW Dataset</b>	WSIC de-identified/anonymised dataset;
<b>ICHP</b>	Imperial College Health Partners;
<b>LAP</b>	Is the London Analytics Platform;
<b>NWL Data Controllers</b>	signatories to the <a href="#">NWL Statement of Data Sharing</a> and the <a href="#">WSIC Interoperability Service Specification</a> ;
<b>NWL ICS IG Committee</b>	North West London ICS Information Governance Committee;
<b>OneLondon SDE</b>	Is the OneLondon Secure Data Environment
<b>Relevant Partner</b>	Means an organisation which is a part to the OneLondon Secure Data Environment Data Sharing Framework or the North West London Data Sharing Framework and are a Data Controller under the London Data Service and London Analytics Platform's Data Sharing Specification and Data Processing Agreement, or the North West London Data Sharing Specification and Data Processing Agreement;
<b>User</b>	Means a person identified as requiring access to the Secure Data Environments;
<b>VDI</b>	Shall mean the virtual desktop infrastructure;

<b>Virus</b>	Means any piece of code which is capable of copying itself and typically having a detrimental effect, such as corrupting the system or destroying the data;
<b>WSIC</b>	Whole Systems Integrated Care record.

Your sponsoring organisation identified you as a User to access the London Analytics Platform or the Discover-NOW Dataset in the relevant De-identified Data Access Request Form.

Based on such sponsorship, the OneLondon Data Controllers and/or the NWL Data Controllers have agreed to share with you the specific data requested in the De-identified Data Access Request Form from the OneLondon SDE and/or the Discover-NOW Dataset.

In line with established and agreed governance processes, [insert appropriate organisation/s] acts as an agent of the OneLondon Data Controllers and facilitates access to the OneLondon SDE on behalf of the OneLondon Data Controllers.

In line with established and agreed governance processes, ICHP acts as an agent of the NWL Data Controllers and facilitates access to the Discover-NOW Dataset on behalf of the NWL Data Controllers.

By using the OneLondon SDE and/or the Discover-NOW Dataset, you confirm that you accept the terms of this policy and you agree to comply with them. Breach of this policy may result in the immediate termination of access to the OneLondon SDE and/or the Discover-NOW Dataset.

This policy applies to all individuals who have access to the OneLondon SDE and /or the Discover-NOW Dataset. It does not form part of any contract of employment and the Independent Information Access Group or the NWL ICS IG Committee may, as it sees fit, amend it from time-to-time.

This Acceptable Use Policy is on a project-by-project basis, meaning that if you require access to the OneLondon SDE or the Discover-NOW Dataset for multiple projects, you will need to sign this Acceptable Use Policy for each project you require access to the data environments for.

## 2. Information shared

You have been granted access to the specific data requested in the relevant De-identified Data Access Request Form from the OneLondon Analytics Platform (LAP) and the Discover-NOW Dataset by the NWL Data Access Committees.

You acknowledge that this dataset is derived from the OneLondon SDE and/or the WSIC de-identified dataset and warrant that you will only use it for the purposes expressly set out in the Data Access Request Form.

You acknowledge that no personal data will be shared. If you access any data that may constitute personal data or identifies a patient, you shall immediately notify your organisation and the OneLondon SDE at [londonsde@informationgovernanceservices](mailto:londonsde@informationgovernanceservices) or WSIC team at [nhsnw.wsic.deidentified@nhs.net](mailto:nhsnw.wsic.deidentified@nhs.net) and destroy the personal data at the request of your organisation, the OneLondon SDE team and/or the WSIC team.

The data is provided “as is” and we do not make any warranty of fitness for a particular purpose or assume any liability for the completeness, usefulness or quality of any information provided.

### 3. Duration of Access

Unless other specified in the Data Access Request Form or an extension has been granted, the OneLondon SDE or the Discover-NOW Dataset may be only processed for a maximum of 6 months.

### 4. Key Principles and Obligations

Approved Users have access to the OneLondon SDE and Discover-NOW Dataset only via the Secure Data Environment so that research, Service Evaluation and cohort recruitment is conducted securely and the privacy of patients protected.

You shall comply with your organisation’s guidelines around data access at any time. Additionally and for guidance, Health Data Research UK has published a paper, [Principles and Best Practices: towards TRE ecosystems](#) that we recommend you to consult.

Users agree to undertake information governance training and refresh this every 12 months at least, this training, where possible, should be specific to the healthcare sector. Information governance helps with your legal compliance with data protection laws and promote operational transparency.

According to the UK GDPR data protection principles, data shall be:

- Processed lawfully, fairly and in a transparent manner;
- Collected for a specific purpose and not re-used in a manner incompatible with that purpose;
- Adequate, relevant and limited to what is necessary for the identified purpose;
- Accurate and up to date;
- Not kept for longer than is necessary for the identified purpose;
- Subject to appropriate security measures to ensure integrity and confidentiality.

It is an offence under section 171 of the Data Protection Act 2018 to re-identify personal data without the consent of the controller/s for that data. For the avoidance of doubt, the OneLondon Data Controllers and the North West London Data Controllers do not permit users to attempt to re-identify any personal data within the two SDEs, and as such, any user who, knowingly or recklessly, re-identifies the patients within the databases will be considered to have breached section 171 of the Data Protection Act 2018.

### 5. Conditions of Disclosure

You warrant, represent and undertake that:

1. You will only use the OneLondon SDE or the Discover-NOW Dataset for the purpose set out in the Data Access Request Form submitted by your organisation;
2. You will not share your login credentials nor allow anyone else to access the OneLondon SDE or the Discover-NOW Dataset, this includes any attempt to circumvent the security and access controls that are already in place for the data;

3. You will not exploit the OneLondon SDE or the Discover-NOW Dataset for any commercial purposes other than those disclosed within the Data Access Request Form;
4. You will use the OneLondon SDE or the Discover-NOW Dataset for scientific and medical research, service evaluation or cohort recruitment purposes only, and that this use will always aim to benefit the public and society in general;
5. You will not seek or attempt to re-identify any individual whose personal data has been de-identified and is contained within the dataset or combine the dataset with any other data in an attempt to identify any individual;
6. You shall not link or attempt to link the dataset, whether in whole or in part, with any other dataset, especially ones who may contain personal data except where the linkage has been outlined in the Data Access Request Form and subsequently approved by the respective Data Access Committees;
7. You shall comply with all applicable laws in the use of the dataset and shall not discharge your obligations in such a way as to cause a breach of any obligations under data privacy laws;
8. All data shall be processed in the Secure Data Environment. You are not allowed to extract the data;
9. You shall ensure that all outputs using the OneLondon SDE or the WSIC Discover-NOW Dataset attribute the relevant organisation and source of the information you use;
10. You will fully co-operate with your organisation, the Independent Information Access Group, the NWL ICS IG Governing Committee and/or any ICS level Data Access Committee if they require any information, including securely returning all or part of the outputs of analysis derived when using the OneLondon SDE or the Discover-NOW Dataset should they request so;
11. You shall notify the OneLondon SDE team at [londonsde@informationgovernanceservices](mailto:londonsde@informationgovernanceservices) or the WSIC team at [nhsnwl.wsic.deidentified@nhs.net](mailto:nhsnwl.wsic.deidentified@nhs.net) if you leave the sponsoring organisation at least ten (10) days before doing so;
12. You will cease all access to the OneLondon SDE or the Discover-NOW Dataset at the end of the duration period mentioned in section 3, or in the event your employment is terminated, whichever is earlier;
13. You shall not do anything that may materially damage the reputation of your organisation, ICHP and/or the OneLondon and NWL Data Controllers;
14. You will undertake and pass your information governance training, and keep this refreshed annually; and
15. You shall not make, or permit any person within your organisation and/or named in the OneLondon or North West London Data Access Request Form, to make any public

announcement concerning the access you have been granted without your organisation and relevant Data Access Committees' prior written consent.

## 6. Data security and confidentiality

You shall only use the devices provided to you by your organisation to access the data.

You must adhere to any security controls mandated by the OneLondon and NWL Data Controllers and/or your organisation. This includes any specific security controls in place within the Trusted Research Environment, any systems, platforms and/or software that permits access to the OneLondon SDE or Discover-NOW Dataset and using a VDI.

You are responsible for ensuring the security of confidential information on your devices. You must not use your personal computer equipment for storing any confidential information.

You should not delete, destroy, or modify existing systems, programs, information or data except as authorised in the proper performance of your duties.

You must not download or install software from external sources without authorisation from your organisation. Downloading unauthorised software may interfere with the systems or access information pertaining to individuals and may introduce viruses or other malware.

You agree to comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so.

You must ensure that any device used to access the dataset is virus-free and take precautions to prevent a virus being imbedded within the device.

## 7. Security breach

If you discover or suspect that there has been any data breach, weakness, incident involving the security of information relating to the OneLondon SDE or Discover-NOW Dataset, you must report it immediately to your organisation and by emailing [londonsde@informationgovernanceservices](mailto:londonsde@informationgovernanceservices) or [nhsnwl.wsic.deidentified@nhs](mailto:nhsnwl.wsic.deidentified@nhs) within twenty-four (24) hours of that known or suspected security breach.

In the event of a security breach, the sponsoring organisation and/or the OneLondon and NWL Data Controllers may at their absolute discretion suspend access to the OneLondon SDE and the Discover-NOW Dataset or terminate any of your rights.

## 8. Proprietary rights in the data

Any and all intellectual property rights owned by, or licenced to, your organisation, together with any and all improvements to them which are used, improved, modified or developed prior to and after access to the OneLondon SDE or the Discover-NOW Dataset is granted will remain and become the sole property of your organisation.

Any intellectual property rights shall be owned wholly by your organisation as an employer (for non-commercially/third party funded applications) or by ICHP (for commercially/third party funded applications).

Other than a limited, non-exclusive and time restricted licence to access and use the Discover-NOW Dataset, no other right, title, or interest whatsoever in or to the Discover-NOW Dataset or any part thereof are granted.

Any licence is subject to the conditions of disclosure set out in clause 4, if you are found to be in breach of any of those conditions then the NWL IG Board and/or the Data Access Committee shall at their own discretion be entitled to revoke any such licence.

## **9. Audits**

During the time of your access, you may be subject to audits at any time in respect of such access to, and use of, the OneLondon SDE and the Discover-NOW Dataset and compliance with this policy.

This can include, but not limited to, checking the length of your access to the OneLondon SDE or whether on expiry of the retention period you deleted all copies of the Discover-NOW Dataset.

## **10. Penalties**

When we consider that a breach of this policy has occurred, we/your organisation may take such action as deemed appropriate.

Failure to comply with this policy constitutes a material breach of the Data Access Contract upon which you are permitted to use the OneLondon SDE or the Discover-NOW Dataset and may result in any of the following actions taken:

- Immediate, temporary or permanent withdrawal of your access to use the OneLondon SDE or the Discover-NOW Dataset;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from the breach;
- Further legal action against you;
- Disclosure of such information to law enforcement authorities as reasonably necessary or as required by law.

## **11. Disciplinary measures**

In some circumstances, your access to the OneLondon SDE or the Discover-NOW Dataset may be suspended for no longer than is necessary to investigate the facts relating to any breach of this policy by you.

The amount of investigation required to establish a fair and balanced view of the facts relating to any allegations against you will depend on the nature of these allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing documents.

After investigation, we/your organisation may require you to attend a hearing if there are grounds for further action.

You will be informed in writing of such decision and of the reasons for any imposed penalty. The usual penalties include warnings and termination of access to the dataset.

A written warning may be authorised by a representative of your organisation. A written warning will set out the nature of the wrongdoing, the change in behaviour required, the period for which the warning will remain active and the consequences of further wrongdoing.

Further, or any gross, misconduct may result in immediate termination of your access to the OneLondon SDE or Discover-NOW Dataset without notice.

Notwithstanding the above, your organisation may take any other measures they consider appropriate to address any misbehaviour.

<p><b>SIGNED</b> for and on behalf of <b>[insert the Relevant Partner indicated in the Data Access Request Form]</b></p>	<p>.....</p>
<p>Date:</p>	

<p><b>SIGNED</b> for and on behalf of <b>[insert name of user]</b></p>	<p>.....</p>
<p>Date:</p>	