

OneLondon SDE & NWL: Data Access Request Form

New Requests

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Version History Below




Version	Date	Modified by	Updates
0.1	19/07/2023	Robin Johnson (IGS)	Initial Draft of Proposed Data Access Request form for data access requests to the London SNSDE environment through the Independent Information Access Group.
0.2	08/11/2023	Alex Rajagopalan (IGS)	Second draft with amendments based on feedback received from ICS IG Leads.
1.0	09/11/2023	IGS	Version control changed to reflect approval by the LIGSG
1.1	20/01/2025	IGS	Updates to reflect recent changes in policy. Minor corrections to ensure consistency, namely terms used and references.
1.2	30/06/2025	IGS	Updates to align with the SDE Network National DARF.
1.3	08/07/2025	IGS	Updates reflecting the feedback received from IG leads.
1.4	04/08/2025	IGS	Addition of clause 11 'Proprietary Rights in Data' to the Data Access Contract.
1.5	13/10/2025	S Gautama	Alignment with NWL DARF. Minor changes including addition of 'NWL Discover Dataset' alongside OneLondon, addition to Appendix A – Definitions to reflect this alignment, and the transfer of questions 5.2 and 5.4 from th original NWL DARF to the aligned OneLondon DARF.



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1. Key Project Information


INTERNAL ADMIN USE ONLY - Project reference number:			
1.1	Project Title:		
1.2	<p>If applicable, please state if the project has been through an external review. Please provide any reference or unique identification number of previous applications or submissions.*</p> <p><i>*this may relate to any previous IRAS, CAG or REC applications</i></p>		
1.3	<p>Does your project amount to Research, Service Evaluation or Cohort Recruitment for future research? *</p> <p><i>*see Appendix A for key definitions</i></p>	Service Evaluation	<input type="checkbox"/>
		Planning	<input type="checkbox"/>
		Cohort Recruitment	<input type="checkbox"/>
		Research 	<input type="checkbox"/>
1.4	<p>For research projects, does your project require research ethics or other ethics approval?</p> <p><i>Please see the following link for guidance by the Health Research Authority as to whether your project requires review by the NHS Research Ethics Committee (REC) http://www.hra-decisiontools.org.uk/ethics/</i></p>	Yes	<input type="checkbox"/>
		No 	<input type="checkbox"/>
		If 'No', please explain why it does not require research ethics or other ethics approval?	
1.5		Yes 	<input type="checkbox"/>

	If 1.4 was answered 'Yes' have you already obtained research ethics approval?	Research Ethics Approval Number:	
		No 	<input type="checkbox"/>
		If 'No', please explain why not, or what stage in the research ethics procedure you are currently in:	
1.6	If you answered 'Research' for 1.3, please indicate which of the following priority use cases* will be addressed by the proposed project (select all that apply): <i>*see Appendix __ for definitions</i>	Real World Studies	<input type="checkbox"/>
		Epidemiological Studies	<input type="checkbox"/>
		Health Systems Research	<input type="checkbox"/>
		Clinical Trial Activities	<input type="checkbox"/>
		Transnational Research	<input type="checkbox"/>
		AI/algorithm development	<input type="checkbox"/>
1.7	Is this application a new request, relates to a previous request or an extension request? In case this application relates to a previous request (approved or not) please provide the previous application ID	New Request	<input type="checkbox"/>
		Relates to a previous request 	<input type="checkbox"/>
		Previous Application ID:	
		Extension Request	<input type="checkbox"/>

2. Project Sponsorship Details

2.1	Is your project sponsored by an organisation (Data Controller) who is a party to the OneLondon SDE Data Sharing Specification?	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>
2.2	If you answered 'Yes' to 2.1, which organisation (Data Controller) is sponsoring your project?		
2.3	You are required to have a Clinical Sponsor for your project. Please provide details about the Clinical Sponsor* for the project <i>*See Appendix A for a definition on the clinical sponsor</i>	Clinical Sponsor's name:	
		Clinical Sponsor's email address:	
		Clinical Sponsor's phone number:	
		Clinical Sponsor's organisation:	
		Clinical Sponsor's role within the project:	
		Clinical Sponsor's role within their organisation:	

3. Project Lead/ Principal Investigator (AKA “Requestor”) Details:

3.1	Name:		
3.2	Job Title:		
3.3	Email Address:		
3.4	Phone Number:		
3.5	Employer:		
3.6	<p>If different from the above, who should be the day-to-day contact point for this project? <i>This should be the person who will answer questions about the project and provide any additional details as/when required</i></p>	Same as above:	<input type="checkbox"/>
		Different to the above: 	<input type="checkbox"/>
		Name:	
		Job Title:	
		Email Address:	
		Phone Number:	
		Employer:	

4. Project Purpose and Patient Benefits

4.1	<p>In 300-700 words, please describe the main purpose of your project, the scientific rationale and why you are requesting access to the data. How will access to this data help achieve your project purpose?</p> <p>If this application is related to cohort recruitment, please also specify the type/s of study and/or the disease area(s) the recruitment is for:</p>

4.2

How will the use of the data collected deliver potential benefit to public and the NHS and health purpose? Please select at least one of the options provided below:

- Further understanding of the health and care needs of the populations.
- Lead to the identification and progress of treatments and therapies to treat illness.
- Further understanding of regional and national trends in health and social care needs.
- Address healthcare inequities.
- Support the quality and safety of services.
- Inform planning health services and programmes.
- Inform design of prevention interventions and evaluation interventions.
- Inform decisions on how to effectively allocate and evaluate funding according to health needs?
- Other

If required, in **clear and plain English**, please explain how the outcomes of your project will directly benefit patients.

For any extension requests, please state any additional benefit, or, if the benefits are the same as the original request, then please state the benefits are the same:

4.3

In clear and plain English, what risks do you foresee for individuals (for example selection/causal bias), and what measures have you incorporated into your project to mitigate them, if any?

4.4

What are the further potential benefits to this research project in addition to the public benefits i.e. professional, academic, commercial or organisational?

4.5

Outline the methodology you propose to employ, mentioning relevant statistical/analytical techniques and key variables.

5. Dataset requirements

		Categories of data processing:	Sub-Categories (where applicable):	Tick as appropriate:
5.1	<p>Description of Information Required:</p> <p><i>Please include dates/timeframes for any analysis, and other specific indicators/categories required in the data such as specific codes/metrics. For multiple Projects, Please title each project.</i></p>	COVID data	<ul style="list-style-type: none"> • COVID vaccinations • COVID testing • COVID hospital admissions data 	<input type="checkbox"/>
		Demographic Information		<input type="checkbox"/>
		Finance Data		<input type="checkbox"/>
		Service Usage	<ul style="list-style-type: none"> • Acute data (SUS/SLAM) • Mental Health data • Community data • Primary care usage data 	<input type="checkbox"/>
			<ul style="list-style-type: none"> • Social care data 	<input type="checkbox"/>
		Prescription data	<ul style="list-style-type: none"> • Primary care • High cost drugs in acute 	<input type="checkbox"/>
		Special data	<ul style="list-style-type: none"> • Q-Administration • Electronic Frailty Index • Patient Activation Measure (PAM) • Long term condition • Risk Segmentation 	<input type="checkbox"/>
		Diagnostics data		<input type="checkbox"/>
		Patient history		<input type="checkbox"/>
		Reference data	<ul style="list-style-type: none"> • UK Health dimensions reference tables (if so please list the ones to be used) 	<input type="checkbox"/>
(List if ticked):				
Other data*		<input type="checkbox"/>		
<p>* If you answered Other data, please provide the relevant details in the box below:</p>				
5.2	<p>Please specify the full dataset and data categories that you require, having referenced the available metadata catalogue. For NWL Discover Now requests, please see the following link to the metadata catalogues https://ichp.qpuuk.net/discover-now/north-</p>			

west-london-covid-19-data-repository/				
5.3	[Please confirm that the metadata catalogue has been accessed for reference:]	Yes	<input checked="" type="checkbox"/>	
		No	<input checked="" type="checkbox"/>	
5.4	Is there a specific geographical area within London whose data you want to access?	No	<input type="checkbox"/>	
		Yes	<input type="checkbox"/>	
		If yes, please indicate which geographical area/s you are interested in:	North Central London	<input type="checkbox"/>
			North East London	<input type="checkbox"/>
			North West London	<input type="checkbox"/>
			South East London	<input type="checkbox"/>
South West London	<input type="checkbox"/>			
	Specific Borough(s) within a geographical area listed above (please indicate where in the next box)			
5.5	Will you require access to any of the following services?	No	<input type="checkbox"/>	
		Yes	<input type="checkbox"/>	
		If yes, please select which one	Data (and SDE platform)	<input type="checkbox"/>
			Consultancy Services	<input type="checkbox"/>
			SDE platform only (bring your own data)	<input type="checkbox"/>
			Other (specify)	
5.6	Please confirm if you would like to have periodic refreshes of the data. If yes, for what purpose?	No	<input type="checkbox"/>	
		Yes	<input type="checkbox"/>	
5.7		Inclusion Criteria:	Exclusion Criteria:	

<p>If applicable, please list the inclusion and exclusion criteria for patient cohorts to be recruited</p>		
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6. Data Access Support

6.1	<p>Please note that the pseudonymised data will be made available in a SQL data warehouse. Some, or all of your Users will need to have SQL skills to be able to access and use the data.</p>	Yes	<input type="checkbox"/>
	<p>Please confirm whether you have Users with the necessary skills to access the data:</p>	No	<input type="checkbox"/>
6.2	<p>Do any of the Users who will need access to the database, already have access to the pseudonymised database?</p>	Yes	<input type="checkbox"/>
		<p>If 'Yes', please provide details of which individuals currently have access:</p>	
		No	<input type="checkbox"/>

7. Data Linkage, use of AI and whether to carry out a Data Protection Impact Assessment

7.1	<p>Are there any intentions to link the data you will receive access to with any other datasets?</p>	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
<p>If 'Yes' what datasets will you be linking to the data? Please describe the data items which will be linked, where this data will be linked from and whether these data items contain personal data:</p>			
7.2	<p>Will the project use AI, Machine Learning or other innovative technologies on the dataset?</p>	No	<input type="checkbox"/>
		Yes	<input type="checkbox"/>
<p>If 'Yes' please describe how AI, Machine Learning or other innovative technologies will be used in the project:</p>			


7.3	<p>The London Analytics Platform is a highly secure environment created to protect the confidentiality and security of patient data.</p> <p>However, linking the dataset with other datasets and/or using AI, Machine Learning or innovative technologies increases the risk to the rights and freedoms of patients and could require a Data Protection Impact Assessment being completed.</p> <p>If you answered 'Yes' to 7.1 or 7.2, please confirm whether a Data Protection Impact Assessment has been carried out, and provide a copy of it with your application.</p> <p>If you have not carried out a Data Protection Impact Assessment, please explain why:</p>	<p>We have carried out a Data Protection Impact Assessment for this project and will attach a copy of it to this application:</p>	<input type="checkbox"/>
		<p>We have not carried out a Data Protection Impact Assessment because... (explain):</p>	
		<p>N/A – 7.1 and/or 7.2 were answered 'No'</p>	<input type="checkbox"/>


8. Access Duration and Users requiring access

8.1	<p>Please specify how long you require access to the requested data?</p> <p>N.B - Maximum permitted duration is [6 months]</p>	Length requested:	
		Proposed start:	
		Proposed end:	


PLEASE NOTE: anyone accessing data will need to sign the Acceptable Use Policy, have completed their Information Governance training and signed the relevant Terms and Conditions (found within the Data Access Request Form) before they can have access to the data within the OneLondon SDE

8.2 Please list all Users who will <u>require access to the data</u> :			
User's name and Job Title	User's Email Address	User's Organisation	Please tick the box below to confirm that each User: <ul style="list-style-type: none"> Has completed their Information Governance Training from the NHS on data access; Has read, understood and signed the relevant Terms and Conditions ; and Acknowledges that they will need to have read, understood and signed the relevant Acceptable Use Policy in order to be granted access to the data.
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

9. Funding arrangements			
9.1	Is your project Commercially/Third Party Funded?*	Yes	<input type="checkbox"/>
	<i>*(please see Appendix A) for a definition on Commercially/Third Party Funded</i>	No	<input type="checkbox"/>
9.2	If you answered 'Yes' to 9.1, who is sponsoring your project:	Name of the organisation:	
		Name of the relevant individual at the organisation:	
		Designation:	
		Email address:	
		Contact number:	
9.3	If required, have you paid or agreed to pay the required data access fee [insert party who will be responsible for managing data access fees for commercially funded projects]?	Yes	<input type="checkbox"/>
		No 	<input type="checkbox"/>
		If 'No', please explain why a data access fee has not/will not be paid (e.g. non-Commercially Funded study, access free of charge with agreement of data controller etc.)	

9.4	If you are funded by a research/ non-profit organisation, are there any relevant terms attached to the funding which restrict or are contrary to the terms of conditions below?	Yes 	<input type="checkbox"/>
		If 'Yes', please specify the relevant restrictions:	
		No	<input type="checkbox"/>

10. Project and Organisation Assurances

10.1	Has your organisation reached at least 'Standards Met' in your most recent Data Protection (DSPT) Security Toolkit return?	Yes 	<input type="checkbox"/>
		ODS Code:	
		DSPT Status (e.g. <i>Standards Met, Standards Exceeded</i>):	
		DSPT Published Date:	
		No	<input type="checkbox"/>
10.2	Please explain how the Users who will be accessing the data have been appropriately vetted:		
10.3	Please confirm that all Users who will be accessing the data have standard confidentiality clause in their contracts that prevents disclosure of confidential information outside the organisation:	I confirm that staff <u>have</u> appropriate confidentiality clauses:	<input type="checkbox"/>
		The staff <u>do not</u> have appropriate confidentiality clauses:	<input type="checkbox"/>
10.4	It is imperative that we understand if there are any issues with data quality in the database. If you experience any data quality issues, they must be reported to the [insert appropriate contact point for quality control for OneLondon SDE and appropriate contact address]	I understand the requirement for data quality issues to be reported and agree that I will report them to the email address provided.	<input type="checkbox"/>
10.5	To gain access to the OneLondon SDE, the User's organisation must sign a Sub-Licensing agreement between themselves and all applicable Integrated Care Boards within London whose data they want to access. Until this agreement is signed, you will not be provided access	I understand that I will need to sign up to the Sub-Licensing Agreement for my organisation to gain access to the data	<input type="checkbox"/>

11. Patient consent, safety and project feasibility


N.B - FOR COHORT RECRUITMENT STUDIES ONLY

11.1	Please confirm that you have attached the following documentation with your application...	Patient Consent Forms <i>N.B – The consent form patients will sign in order to participate in the study, not a consent to contact register</i>	<input type="checkbox"/>
		Patient Privacy Notices/ Study Transparency Materials	<input type="checkbox"/>
11.2	If you are recruiting outside the Sponsor's Trust/Centre, outline your plans to ensure patient safety	N/A – Not recruiting outside the Trust/centre	<input type="checkbox"/>
		How will you maintain and ensure patient safety?	
11.3	What feasibility findings have you undertaken for the proposed study?		
11.4	What plans do you have to involve and engage with members of the public as part of this research project proposal? If there is none, then please provide a justification? (should be between 300 - 500 words). Please write this section in lay language as public members of the committee review this section.'		

12. Study Publication Acknowledgements

12.1	Please indicate where you plan to publish or disseminate the results of the project after it is completed:		
12.2	Please note you are required to acknowledge the Relevant Partner and the OneLondon SDE in any publications of your project as per the terms and conditions below	I hereby acknowledge that I have read and understood the terms and conditions set out below and agree to acknowledge the Relevant Partner and the OneLondon SDE in any papers or publications as a result of the project.	<input type="checkbox"/>
		I also acknowledge that I will share the paper or publication with the Independent Information Access Group once I am in a position to do so.	<input type="checkbox"/>

13. Conflicts of Interest

13.1	Does the clinical sponsor have any conflicts of interest* in this Project?	No	<input type="checkbox"/>
	<i>*Please see the description of Conflict of Interest in Definitions below before completing this section</i>	Yes 	<input type="checkbox"/>

If 'Yes', then please provide details of the relevant conflicts below:

If 13.1 was answered 'Yes' or 'No', please sign against the following statement:

I (the clinical sponsor) hereby confirm that the statement above (relating to Conflict of Interest) is true and complete to the best of my knowledge and accept any penalties imposed by the Agreement below should it transpire this was not the case.

Clinical Sponsor Name:	
Clinical Sponsor Signature:	
Date Signed:	

14. Project Lead sign-off

14.1	By signing this form, I (the project lead) confirm that all information included in this form is accurate (to the best of my knowledge), that all Users who will be accessing data are listed in 8.2 of the form have completed their Information Governance training and have agreed to the Terms and Conditions listed below and have either signed, or intend to sign, an Acceptable Use Policy. I also confirm that my clinical sponsor also holds a substantive contract with one of the data controllers who is a party to the sharing specification for the London Analytics Platform under the OneLondon SDE Data Sharing Framework
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Project lead Name:	
Project Lead Signature:	
Date Signed:	

Appendix A: Key Definitions

Clinical Sponsor	The Clinical Sponsor should be the Head of Service, Clinical Director or Divisional Director responsible for overseeing the project and ensuring that data use is appropriate and in line with the approval application.
(Patient) Cohort Recruitment	The enrolment of a cohort of patients to a study or clinical trial. Access to the data platform will determine what patients are eligible/suitable for the study. Only patients who are eligible and have signed up to the consent-to-contact register can be contacted for recruitment onto the study.
Commercially/Third Party Funded	<p>A project is considered as being Commercially/Third Party Funded if it is being funded by a private organisation in any form and/or the project has been allocated funds to carry out research by a governmental/non-profit body (e.g. NIHR/MRC/British Heart Foundation etc.). This arrangement can take a number of different forms and may well include a number of different bodies (including public sector bodies) who involved in the transaction.</p> <p>For example, a data analytics/pharmaceutical organisation sponsors a research study which is going to be delivered by a public sector body who has the necessary expertise to deliver it. Even if that public sector body is making the application, the project can reliably be considered as Commercially Funded because the outputs will be used by the aforementioned data analytics/pharmaceutical organisation.</p>
Conflict of Interest	<p>A potential or actual conflict of interest exists when your role in sponsoring this application is likely to be compromised by other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.</p> <p>This Conflict of Interest statement (in the form above) should be completed if the Clinical Sponsor has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the approval of this application. The Clinical Sponsor should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. In deciding whether a conflict is likely, the Clinical Sponsor should consider any relevant policy guidance available by their employer, any regulations and guidelines in financial conflicts and they must be abided by. Clinical Sponsor's with a conflict of interest should refrain from sponsoring a project for consideration.</p>
Research	Put simply, research concerns itself with the attainment of new knowledge. It involves the attempt to expand upon the already existing and available knowledge by means of a systematically defensible process of enquiry. The aim of research is to generate new hypotheses as well as studies that aim to test those hypotheses or explore them in order to answer questions with scientific methods. Research projects can include simply descriptive studies (which can be literature reviews) but the findings of the research should be generalisable beyond the project setting.

	<p>If you are unsure whether your project is research or a service evaluation, you can use the Health Research Authority's tool which should assist you with the definition: http://www.hra-decisiontools.org.uk/research/</p>
<p>Service Evaluation</p>	<p>Unlike research, service evaluations do not have a hypothesis and are undertaken to benefit the people using a particular health/social care service. They seek to assess how well a service is achieving its intended aims by analysing, defining, judging, or evaluating that service. Often, a current service is measured without referencing a particular standard and they are almost exclusively relevant to the population or setting in which the evaluation takes place, and the results are not generalisable. The results of service evaluations are mostly used to generate information that can inform local decision making.</p> <p>If you are unsure whether your project is research or a service evaluation, you can use the Health Research Authority's tool which should assist you with the definition: http://www.hra-decisiontools.org.uk/research/</p>

Appendix B: Data Access Contract

TERMS AND CONDITIONS FOR USE OF LONDON SUB-NATIONAL SECURE DATA ENVIRONMENT

Whenever accessing the Secure Data Environment, the Relevant Partner and the entity named in the London Analytics Platform: Data Access Request Form as the “Proposed User” agree to these Terms and Conditions.

1. THE AGREEMENT

This Agreement incorporates the following documents by reference: The OneLondon SDE: Data Access Request Form, these Terms and Conditions, and any other terms referenced within them (collectively, the “**Agreement**”). The Agreement is effective from the date specified in section 14.1 of the OneLondon SDE: Data Access Request Form.

2. INTERPRETATIONS

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“ Agreement ”	has the meaning given in Clause 1;
“ Applicable Law ”	means any court order or any common law, statute, statutory instrument, order or regulation issued by a governmental body with authority over any relevant Party, applicable to any relevant Party from time to time in the context of its relevant rights and obligations under this Agreement;
“ Commercial ”	means anything which does have a commercial objective and is intended to make a profit;
“ Data Controller(s) ”	has the same meaning as one in the Data Protection Act 2018 and/or UK GDPR;
“ Data Privacy Law ”	means the laws and regulations, in any jurisdiction, that apply in relation to the Processing of Personal Data including the Data Protection Act 2018, UK GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (21 2003/2426), the Common Law Duty of Confidentiality any relevant/successor legislation/regulations, and all other applicable laws and regulations relating to processing of personal data and privacy in effect in any relevant territory from time to time, including where appropriate the guidance and codes of practice issued by the Information Commissioner’s Office;
“ Data Access Request Form ”	means the OneLondon SDE & NWL Discover Now Dataset: Data Access Request Form preceding this Agreement which sets out the details and disclosure of the dataset to the User;
“ Deliverables ”	means any outputs which are developed as a result of accessing the OneLondon SDE and/or the NWL Discover Now Dataset;
“ DPA ”	means the Data Protection Act 2018;
“ Effective Date ”	means the date identified as the effective date in Section 14.1 of the OneLondon SDE & NWL Discover Now Dataset: Data Access Request Form and from when the Parties’ respective rights and obligations hereunder shall be deemed binding;

"FOIA"	means the Freedom of Information Act 2000;
"FOIA Request"	means a request for information or an apparent request under FOIA;
"ICHP"	means Imperial College Health Partners Limited, a private company limited by guarantee and incorporated in England and Wales under registered number 08109403, whose registered office is at Mills & Reeve LLP, 4th Floor, Monument Place, 24 Monument Street, London EC3R 8AJ;
ICS-level Data Access Committee	is the decision making data access committee at a each ICS within London.
"Independent Information Access Group"	is the designated data access group who consider applications for access to the OneLondon SDE. The Independent Information Access Group will be responsible for reviewing applications and their merits, making a recommendation to the ICS-level Data Access Committees on whether access will be provided to the proposed User.
"Intellectual Property"	means (i) patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, Know-How and confidential information, (ii) all other intellectual property rights, in each case whether registered or unregistered and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, renewals or extensions (including supplementary protection certificates) in relation to any such rights;
"ISA"	means the Digital North West London Statement of Data Sharing Agreement and the Whole Systems Integrated Care Interoperability Service Specification;
"ISS"	means the WSIC Interoperability Service Specification;
"ODSP"	means the OneLondon Data Sharing Protocol;
"ODSS"	means the OneLondon Data Sharing Specification;
"Know-How"	shall mean any technical and other information which is not in the public domain, including information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, designs for experiments and tests and results of experimentation and testing (including results of research or development), processes (including manufacturing processes, specifications and techniques), laboratory records, chemical, pharmacological, toxicological, clinical, analytical and quality control data, trial data, case report forms, data analyses, reports, manufacturing data or summaries and information contained in submissions to and information from ethical committees and regulatory authorities and computer programs or algorithms. Know-How includes documents containing Know-How, including but not limited to any rights including trade secrets, copyright, database or design rights protecting such Know-How. The fact that an item is known to the public shall not be taken to preclude the possibility that a compilation including the item, and/or a development relating to the item, is not known to the public;
"LAP"	means the London Analytics Platform;

“LAP Data”	Means the LAP data after it has been pseudonymised in line with the most up-to-date Information Commissioner’s Office Code;
“Non-Commercial”	means anything which does not have a commercial objective and is not intended to make a profit;
“NWL Data Controllers”	means the Data Controllers signatory to the ISA and ISS;
“NWL ICS IG Committee”	means the North West London ICS Information Governance Committee which has ISA Data Controller representation;
“OneLondon Data Controller(s)”	means the Data Controllers whose data is contained within the London Analytics Platform and are a signatory to the London Analytics Platform ODSS;
"Overall Purpose"	means such purpose(s) which are permitted by the ODSP and applicable to the Relevant Partner's organisation type;
"Party" or "Parties"	meaning the Relevant Partner and/or the User individually being the two parties to this Agreement;
"Personal Data"	shall have the meaning given to it under section 3(2) of the DPA;
“Process, Processed and/or Processing”	means any operation or set of operations which is performed on London Analytics Platform and/or WSIC (Whole Systems Integrated Care Record), whether or not by automated means;
“Project Intellectual Property”	means any Intellectual Property created, devised, or arising out of the Purpose which has relied on or any part of the London Analytics Platform and/or the Whole Systems Integrated Care Record;
"Purpose(s)"	means the purpose the User will use the London Analytics Platform and/or the Discover Now Dataset for, as expressly set out in section 4.1 of the OneLondon. SDE & NWL Discover Now: Data Access Request Form;
"User"	means the organisation or person identified as the Proposed User in the Data Access Request Form;
"Relevant Partner"	means an organisation which is a party to the OneLondon Data Sharing Initiative, are a Data Controller under the OneLondon Data Sharing Protocol and are named as a Sponsor in the Data Access Request Form, or are an organisation which is a signatory to the NWL Statement of Data Sharing, the ISS and who is sponsoring the Recipient to access the Discover Dataset;
“Security Breach”	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the disclosed London Analytics Platform or Discover Now Dataset;
"Terms and Conditions"	means the terms and conditions contained in this document comprising the terms and conditions applicable to the use and disclosure of the London Analytics Platform and/or the Discover Now Dataset;
“VDI”	shall mean the virtual desktop infrastructure;
“Virus”	means any piece of code which is capable of copying itself and typically having a detrimental effect, such as corrupting the system or destroying data.
“WSIC”	means Whole Systems Integrated Care record, WSIC is an identifiable care record, based in North West London, that holds health and social care data of people and is used by health and social care professional

	to only provide direct care to each patient/service user. WSIC receives Personal Data from over 400 Data Controllers in North West London under a legal data sharing framework, these Data Controllers are General Practices, Hospital Trusts, Mental Health Trusts and Local Authorities.
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- 2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 2.2 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.3 A reference to writing or written includes email.
- 2.4 Unless otherwise specified, the singular includes the plural, and the masculine includes the feminine and vice versa.
- 2.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 2.7 For the avoidance of doubt, references in this Agreement to the use of the LAP an/or the Discover Now Dataset includes the use or reproduction of any Part thereof and the use or reproduction of any LAP or Discover Now Data. "Use" includes any action which would constitute Processing.
- 2.8 A reference to a Party in this Agreement, shall also include, where evidently relevant, the OneLondon and NWL Data Controllers.

3. INFORMATION TO BE SHARED

3.1 Based on the sponsorship from the Relevant Partner, the OneLondon and NWL Data Controllers have agreed to share the specific data requested in the Data Access Request Form, from the LAP and Discover Now Dataset to the User.

3.2 The User acknowledges that he/she will only use it for the Purposes expressly set out in section 4.1 of the Data Access Request Form.

3.3 The Parties agree and acknowledge it is not intended that any Personal Data will be shared under this Agreement. If the User accesses any data from the Relevant Partner which it considers may constitute Personal Data or identifies a patient then, the User will:

3.3.1 immediately notify the Relevant Partner;

3. 3.3.2 immediately notify the LAP team at nhsnw.wsic.deidentified@nhs

4. or the WSIC team at nhsnw.wsic.deidentified@nhs

and

3.3.3 immediately stop accessing and destroy any Personal Data unless explicitly told otherwise by the Relevant Partner and/or the relevant Data Access Committee.

3.4 Prior to disclosure of the LAP and/or the Discover Now Dataset, the Relevant Partner will inform the User if there are any additional terms and conditions of use over and above those set out in this Agreement. If there are any additional terms and conditions of use, and before the LAP and/or the Discover Now Dataset is shared, the User must agree to those additional terms in writing and such terms shall be deemed to be incorporated into this Agreement.

3.5 No term of this Agreement shall oblige the Relevant Partner to disclose any of the LAP or Discover Now Data to the User. The Relevant Partner does not guarantee access or that the LAP or Discover Now Data will be fit for the Purpose(s) that the User requires.

3.6 Notwithstanding the fact that data quality is an important priority under the OneLondon ODSP and the NWL ISA, the Relevant Partner does not warrant and shall have no liability for the quality, accuracy, completeness and validity of the LAP or Discover Now Data.

4. RETENTION OF INFORMATION

4.1 Unless otherwise specified in the Data Access Request Form or an extension has been granted, the LAP and/or Discover Now Dataset may be only Processed for a maximum of **[6 months]**.

4.2 If the User requires an extension to the permitted period of access, then the User will request an extension in writing by making an application to the relevant ICS-level Data Access Committee. To continue receiving access to the LAP and/or Discover Now Dataset, this extension request must be made, and approved, before the expiration of the current period of access.

4.3 No term of this Agreement shall oblige the ICS-level Data Access Committee to extend the period of access and the relevant ICS-level Data Access Committee will determine at their own discretion whether to accede to such a request, and shall notify the User of its decision in line with its own procedures.

5. CONDITIONS OF DISCLOSURE

5.1 In return for the relevant ICS-level Data Access Committee granting the User access to the LAP and/or Discover Dataset, the User warrants, represents and undertakes that:

5.1.1 the Data Access Request Form has been completed accurately and the statement in section 13 and 14.1 of the same form is true to the best of their knowledge;

5.1.2 will only use the LAP and/or Discover Now Data for the Purpose set out in section 4.1 of the Data Access Request Form;

5.1.3 no one, other than those named in the section 8.2 of the Data Access Request Form from the User's organisation will be permitted access,

5.1.4 he/she/they will not knowingly permit anyone include to attempt and/or circumvent the security and access controls that are already in place for the data;

5.1.5 the LAP and/or Discover Now Data will not be exploited for any other commercial purposes other than those disclosed within the Data Access Request Form or permitted by a license;

5.1.6 he/she/they will only use the LAP and/or Discover Now Data for scientific and medical research purposes only, this research always with the aim of benefit the public and society in general;

5.1.7 will not seek or attempt to re-identify any individual whose Personal Data has been pseudonymised and whose data is contained within the LAP and/or Discover Now Dataset or combine the aforementioned dataset with any other data in an attempt to identify any individual;

5.1.8 shall not link or attempt to link the dataset, where 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 DARF and subsequently, approved by the respective DACs;

5.1.9 shall comply with all Applicable Law in his/her use of the LAP and/or Discover Now Data and shall not discharge his/her obligations under this Agreement in such a way as to cause the Relevant Partner to breach any of its obligations under Data Privacy Law;

5.1.10 shall ensure that any outputs are attributed the Relevant Partner and source of the information they use, as per section 12 of the Data Access Request Form;

5.1.11 will fully co-operate with the Relevant Partner, the Independent Information Access Group, the NWL IG Board, and/or the relevant ICS-level Data Access Committee if they require any information;

5.1.12 on expiry of the retention period the User, if applicable, will delete all copies of the LAP and/or Discover Now Dataset Data and hard copies will be shredded;

5.1.13 the User shall not do anything that may materially damage the reputation of the Relevant Partner and/or OneLondon/NWL Data Controllers; and

5.1.14 the User shall not make, or permit any person within his/her organisation and/or named in the Data Access Request Form, to make any public announcement concerning the subject matter of this Agreement without the Relevant Partner's, the ICS-level Data Access Committee and Independent Information Access Group's prior written consent.

6. SECURITY

6.1 The User agrees to adhere to any security controls mandated by the OneLondon and NWL Data Controllers and the ICS-level Data Access Committee. This is to include any specific security controls in place within the system, platform and/or software that hosts the LAP and/or Discover Now Data and using a VDI.

6.2 If applicable and only when strictly permitted to do so, the User will store the LAP and/or Discover Now Data on a secure system and apply the adequate technical and organisational measures to protect the Data from unauthorised disclosure, copying and/or use.

6.3 The User must ensure that any device used to access the LAP and/or Discover Now Dataset is Virus free and take precautions to prevent a Virus being imbedded within the device.

7. AUDITS

7.1 During the Agreement period, the Relevant Partner reserves the right at any time to undertake an audit in respect of the User's Processing of the LAP and/or Discover Now Data and compliance with the terms of this Agreement. This can include, but not limited to, checking:

7.1.1 Destruction of the LAP and/or Discover Now Data; and/or

7.1.2 If applicable, whether on expiry of the retention period the User will delete all copies of the LAP and/or Discover Now Data; and

7.2 The User will also provide any assurances in writing, to the Relevant Partner and the Independent Information Access Group, the NWL IG Board, and the relevant ICS-level Data Access Committee, with any confirmation required in lieu of an actual audit.

8. RETURN OF THE DATA

8.1 The User shall comply with any request from the Relevant Partner or the Independent Information Access Group, the NWL IG Board, or the relevant ICS-level Data Access Committee requiring the

User to:

- 8.1.1 securely return all or part of LAP and/or Discover Now Dataset; and
- 8.1.2 do so within a timeframe specified and in accordance with any specified security measures.

9. FREEDOM OF INFORMATION and DISCLOSURE

9.1 The User acknowledges that the Relevant Partner and/or OneLondon Data Controllers are subject to the requirements of FOIA and shall assist and co-operate with the Relevant Partner and/or OneLondon Data Controllers to enable them to comply with the FOIA disclosure requirements.

9.2 The User shall:

- 9.2.1 transfer any FOIA Request received to the Relevant Partner as soon as practicable after receipt and in any event within three (3) days of receiving a FOIA request;
- 9.2.2 disclose the Relevant Partner and/or any OneLondon or NWL Data Controllers the information they require in order to be able to respond to the request; and
- 9.2.3 provide all necessary assistance as reasonably requested by the Relevant Partner to enable the Relevant Partner to respond to a FOIA Request within the time for compliance set out in section 10 of FOIA.

9.3 The Party who has received the FOIA request shall be responsible for determining at its absolute discretion whether the requested data:

- 9.3.1 is exempt from disclosure in accordance with the provisions of FOIA; and/or
- 9.3.2 is to be disclosed in response to a FOIA Request.

9.4 The User is prevented, unless the User is also under obligations of FOIA, from responding directly to a FOIA Request, made in respect of the LAP and/or Discover Now Data, unless expressly authorised to do so by the Relevant Partner and the Independent Information Access Group, the NWL ICS IG Committee, and the ICS-level Data Access Committee.

9.5 If any Party takes a decision to comply with the FOIA Request, it shall notify the User of this decision not less than three (3) days in advance of the disclosure being made and provide the User with a copy of the information that it intends to disclose.

9.6 For any other requests to release the LAP and/or Discover Now Data, the User must obtain the written permission of the Relevant Partner, the Independent Information Access Group, the NWL ICS IG Committee, and the relevant ICS-level Data Access Committee prior to its release.

10. SECURITY BREACH AND BREACH OF CONDITIONS

10.1 The User must report any known or suspected Security Breach concerning the LAP and/or Discover Now Data to the Relevant Partner and by emailing: [insert email address for individuals to contact suspected security breaches](#) within twenty-four (24) hours of becoming aware of that known or suspected Security Breach.

10.2 In the event of a Security breach and/or breach concerning any terms of this Agreement, the Relevant Partner and/or the OneLondon and NWL Data Controllers may at their absolute discretion take the following actions:

- 10.2.1 Suspend access to the LAP and/or Discover Now Data;
- 10.2.2 terminate any obligations to the User under this Agreement; and/or

10.2.3 terminate any rights afforded under clause 11 of this Agreement.

11. Proprietary Rights in the Data

11.1 Any and all Intellectual Property Rights owned by, or licensed to, either the Relevant Partner and/or the User, together with any and all improvements to them which are used, improved, modified or developed prior to and after the date of this Agreement, will remain and become the sole property of that Party (**'Background IPR'**).

11.2 Other than a limited, non-exclusive and time restricted license to use the LAP and/or Discover Now Data for the Purpose, nothing in this Agreement should be interpreted as transferring or shall be deemed to grant any right, title, or interest whatsoever (including any Intellectual Property right whatsoever) in or to the LAP and/or Discover Now Data or any part thereof.

11.3 Where an application has not been defined as Commercially/Third Party Funded as per section 9.1 of the Data Access Request Form, any Intellectual Property Rights shall be owned by the Relevant Partner. This shall not affect the Requestor's 'Moral Rights' as set out in the Copyright, Designs and Patents Act 1988.

11.4 Where clause 11.3 is applicable, the Relevant Partner hereby grants to the User, and the User in turn accepts, a non-exclusive, perpetual, royalty-free license to use the Deliverables for Non-Commercial use(s)/purpose(s).

11.5 Where an application has been defined as Commercially/Third Party Funded as per section 9.1 of the Data Access Request Form, any Intellectual Property Rights in the Deliverable shall be owned, subject to clause 11.6, wholly by [insert relevant data broker]

11.6 [Insert relevant data broker] shall ensure that any use of the Intellectual Property Rights in Deliverables, which may include any subsequent and/or licensing to a third party, is in line with United Kingdom Research Innovation's 'Principles of Participation'. Furthermore, [insert relevant data broker] shall also ensure that any assignment and/or license would not restrict the User and/or OneLondon Data and/or NWL Controllers from using the Project Intellectual Property for Non-Commercial purpose(s).

11.7 Any license granted under this clause 11 is subject to the conditions of disclosure set out in clause 5.1, if the User is found to be in breach of any of those conditions then the Relevant Partner, Independent Information Access Group, the NWL ICS IG Committee, and ICS-level Data Access Committee(s) shall at their own discretion be entitled to revoke any such license.

12. TERM AND TERMINATION

12.1 This Agreement shall commence on the Effective Date and shall continue until the User has ceased:

12.1.1 to use the LAP and/or Discover Now Data for the Purpose; or

12.1.2 the date specified in section 8.1 of the Data Access Request Form.

whichever is sooner.

12.2 The Agreement may be terminated by the Relevant Partner and/or the OneLondon and/or NWL Data Controllers with immediate effect in the event it would contravene any new Applicable Law that those organisations are subject to.

12.3 This Agreement may be terminated by the Relevant Partner and/or the OneLondon and/or NWL Data Controllers with immediate effect if the User:

12.3.1 is in breach of any obligation under this Agreement;

12.3.2 is made the subject of a winding up order or an administrator or receiver is appointed;

12.3.3 ceases to trade in the UK; or

12.3.4 is subject to a change of control.

12.4 Termination of the Agreement, for any reason, shall not affect any accrued rights, remedies, obligations and/or liabilities of either Party up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

13. INDEMNITY

13.1 The User shall indemnify the Relevant Partner and the OneLondon and/or NWL Data Controllers fully and keep them indemnified against all costs, regulatory fines, losses, charges, claims, proceedings, actions, damages, legal costs, expenses and any other liabilities which those parties suffer or for which they may become liable, where they are caused directly or indirectly by any breach of this Agreement by the User.

14. ASSIGNMENT

14.1 Neither Party may assign, transfer, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the other Party.

15. NO WAIVER

15.1 No failure or delay by either Party to exercise any right or remedy provided under the Agreement or by law, shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERABILITY

16.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification to or deletion of a provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

16.2 If any provision or part-provision of the Agreement is deemed deleted under clause 15.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

17. STATUS OF THE PARTIES

17.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorise either Party to act as agent for the other and neither Party shall have authority to act in the name or on behalf of or otherwise bind the other in any way.

18. THIRD PARTY RIGHTS

18.1 Save for the fact that the OneLondon and NWL Data Controllers are permitted to enforce any rights under this Agreement to protect their own interest, nothing in this Agreement will be construed as conferring any rights or benefits on any person or legal entity who or which is not a Party to this Agreement. The Contracts (Rights of Third Parties) Act 1999 and any other legislation applicable to this Agreement that confers contractual rights on third parties, is hereby excluded to the fullest extent permitted by law.

19. VARIATION

19.1 No variation or modification of this Agreement shall be valid unless in writing and signed by both parties.

20. ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement and supersedes all previous verbal or written proposals and agreements between the Parties. Except as expressly stated in writing in this Agreement, neither Party has relied upon any statement or representation made by the other in agreeing to enter into this Agreement.

21. COUNTERPARTS

21.1 This Contract may be executed in any number of counterparts, each of which will be regarded as an original, but all of which together will constitute one agreement binding on all of the parties, notwithstanding that all of the parties are not signatories to the same counterpart.

22. GOVERNING LAW

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

23. GOVERNING LAW AND JURISDICTION

23.1 Each Party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Data Access Contract Signatures

SIGNED for and on behalf of [INSERT DETAILS] (the "User")	[insert signature of person signing on behalf of the User]
Name:	[insert name of person signing on behalf of the User]
Position:	[insert position of person signing on behalf of the User]
Date Signed:	[insert date signed by the User]

SIGNED for and on behalf of [INSERT PARTNER DETAILS] (the "Relevant Partner")	[insert signature of person signing on behalf of the Relevant Partner]
Name:	[insert name of person signing on behalf of the Relevant Partner]

Position:	[insert position of person signing on behalf of the Relevant Partner]
Date:	[insert date signed by the Relevant Partner]