**Data Access Agreement PHOs**



**PUBLIC HEALTH OBSERVATORY BIRTH AND DEATH ANNUAL EXTRACTS**

**DATA ACCESS AGREEMENT**

# Agreement between the Office for National Statistics and the National Health Service (NHS) for the supply of Annual Birth and Death Extracts for 1995 - 2011 to:

# PHO NAME: ............................................................................................................................................

1. **Data required**

Annual extract files containing individual identifiable birth and death records.

1. **Access Period**

The period of access under this agreement is one year, but this agreement can be renewed on an annual basis.

1. **Purpose(s) for which the data are provided**

The annual birth and death extracts are supplied under the Statistics and Registration Service Act 2007 section 42(4) for the purpose of assisting the Secretary of State for Health, or the Welsh Ministers, in the performance of his or their functions in relation to the health service. The purposes for which these data are supplied include:

Support for clinical governance Needs assessment

Health Monitoring Epidemiology

Communicable disease control Health impact assessment

Audit Small area statistics

Screening Monitoring of health improvement

Disease register Target setting

Service planning Monitoring of wider determinants of health

Indicator development Support for training and education in public health

Events linkage and/or outcomes

**If during the year additional uses of the data are identified, these should be notified to ONS for agreement.**

**4. Products and publications**

**4.1.** No contact will be made with any individual identified in the information supplied without the

prior approval of ONS.

**4.2.** The information will not be released to any other individual(s) or organisation(s) not directly

connected with the work specified in section 3 without the prior approval of ONS, except in

the form of non- disclosive statistical tables or conclusions.

**4.3.** All outputs resulting from access to these data must meet the guarantee contained in the

Briefing Note: ONS policy on protecting confidentiality within birth and death statistics and the Code of Practice for Official Statistics.<http://www.ons.gov.uk/ons/guide-method/best-practice/disclosure-control-policy-for-birth-and-death-statistics/index.html>

**4.4.** To acknowledge in any publication, whether printed, electronic or broadcast, based wholly

or in part on such materials, ONS as the provider of the materials. To declare in any such

work that those who carried out the original collection and analysis of the data bear no

responsibility for their further analysis or interpretation.

**5. Minimum information needed**

The level of data required is proportionate to the stated purpose(s). All the data provided are

required to achieve the purpose(s) specified in section 3.

**6. Matching or linking**

Linkage of the information supplied to any other non-NHS information relating to identifiable

individuals will only be attempted for the purpose(s) specified in section 3 and with the prior

agreement of ONS.

**7. Duplication**

Any intended duplication of the data will only be for the purpose(s) specified in section 3. No

other unspecified and unauthorised duplication of the microdata may take place.

**8. Lawful use of the data**

**8.1.** Data will be processed in accordance with the Data Protection Act (1998).

**8.2.** Access to these data will not breach any commitments made to respondents to protect the

confidentiality of the data provided.

**8.3** These data are released in accordance with the Statistics and Registration Service Act 2007

s42 (4) which states that the Board may, for the purpose of assisting the Secretary of State

or the Welsh Ministers in the performance of his or their functions in relation to the health

service, disclose to him or them any information referred to in section 42 subsection

(2) (a - c):

a) any information entered in any register kept under the Births and Deaths Registration Act

1953 (c.20);

b) any other information received by the Registrar General in relation to any birth or death.

**8.4.** The information will only be used for the purpose(s) specified in section 3 and its use will

meet the criteria and principles established in the Briefing Note: ONS policy on protecting

confidentiality within birth and death statistics and the Code of Practice for Official

Statistics.

**8.5.**The principles of the Freedom of Information Act apply and nothing provided in this

agreement is confidential to the beneficiary or to ONS.

**8.6.** This data will be held by you on behalf of the United Kingdom Statistics Authority and are

classified as ‘personal information’ according to the Statistics and Registration Service Act

2007.

**8.7.** The 2007 Act requires that you must not disclose the personal information that you hold on

behalf of the Statistics Authority unless directly authorised by the National Statistician.

Disclosure without this authority is a criminal offence

**9. Arrangements when period of access expires**

**9.1.** At the end of the access period data should be destroyed as follows and ONS further

reserves the right to attend or audit the destruction of the data.

**9.1.1.** All departments must:

* destroy paper records containing protected personal data by incineration, pulping or shredding so that reconstruction is unlikely; and
* dispose of electronic media that have been used for protected personal data through secure destruction, overwriting, erasure or degaussing.

**9.2.** The beneficiary agrees to destroy all copies of the original data, including temporary copies,

CDs, printed copies, personal copies, back-ups and all other electronic copies.

**9.3.** Where the beneficiary wishes to retain the original data, contact should be made with ONS

prior to the end of the access period and a review of the access arrangements will be

conducted. Subject to a satisfactory review, the data may be retained and a new access

period agreed.

**10. Security of the data**

**10.1.** Registration/Notification number registered with the Data Protection Act:

<http://www.ico.gov.uk/ESDWebPages/Search.asp?EC=1>

|  |  |
| --- | --- |
| **Data Protection Number:** | **Z** |

**10.2.** The Head of Professionwill ensure that their staff, including any contractors, know,

understand and guarantee to maintain the confidentiality requirements of each of their

statistical resources and will ensure that anyone involved with the processing of the

statistical resource is aware of the penalties of wrongful disclosure.

**10.3.** The physical and technical security of the data will be maintained at all times. No

disclosive information will be sent by fax or email (unless via GSI for a GSS customer) and,

if posted, will be encrypted to approved standards (PGP or Private Crypto – not zipped) to

protect the data and despatched by Royal Mail Special Delivery service or by courier.

**10.4.** Hard copies of the data will be stored securely in a locked filing cabinet. Access to the

microdata will be restricted to those named on the Data Access Agreement who guarantee

to protect and safeguard the confidentiality of the data at all times. Access to data will be

via restricted-access password protection.

**10.5.** The beneficiary of the data will ensure that access to the data, any copies made of the

data and the information contained in them is limited solely to the person(s) who have

signed this Agreement. All other individual(s) who will have access to the data must sign

the short declaration of use.

**10.6.** The confidentiality of the data will be preserved in outputs and publications, as detailed in

section 4.

**10.7.** The means of access to the data (such as passwords or pass-phrases) are to be kept

secure and only disclosed by the Beneficiary to those individuals who have signed short

declarations of use.

**10.8.** Un-encryptedmicrodata will be stored on a secure network, with restricted access and no

internet links,or on a stand-alone PC. The PC is to be password protected at boot-up.

**10.9**. Data will not be accessed at a private residence. Data will not be saved on laptops or other

portable devices.

**10.10** Laptops used to access data must be encrypted and secured to an HMG approved or

recognised level, commensurate with the level of the protective marking of the data

involved as will any network they are connected to.

**10.11.** Disclosive data must not be sent or taken out of the United Kingdom.

**10.12.** ONS reserves the right to conduct an on-site audit of the beneficiary's confidentiality and

security procedures and practices for guaranteeing the security and confidentiality of the

data covered by this agreement, or to require the report of such an audit.

**10.12.1.** For the purpose of conducting an audit, ONS reserves the right of entry to the premises

where the data are stored and processed.

**10.12.2.** ONS may require the beneficiary to provide copies of any audits of these

arrangements, conducted during the period of the agreement, including any audit

implementation plans.

**11. Breach and Dispute Procedures.**

**11.1.** The Statistics and Registration Service Act 2007 requires that personal information must

not be disclosed by any ‘person who has received the personal information directly or

indirectly’ from the ONS, unless directly authorised by the ONS. Disclosures of information

that contravene section 39 of the Act will be an offence and may carry penalties, as

specified in section 39(9).

**11.2.** The beneficiary agrees to report immediately to ONS instances of breach of any of the

terms of this agreement

**11.3.** Any disputes arising between the providing and beneficiary organisations will be resolved

Initially between the principals to the agreement. Otherwise, outstanding issues will be

referred to the National Statistician.

**12. Approval**

The signatories believe this agreement is compliant with the statements of principle in the

Code of Practice for Official Statistics (The Code) and the specific requirements of the

Protocol for Data Access and Confidentiality (PDAC). Where this agreement may appear

to contradict the statements of principle in the Code or the specific requirements of the

PDAC, the Code and the PDAC take precedence, unless explicitly stated.

**12.1. Beneficiary Organisation**

The Regional Director of the PHO approves the terms of this Agreement and agrees to

meet the requiremens specified.

I will take responsibility/have appointed

|  |  |
| --- | --- |
| **Name (Print):** |  |

To take responsibility] for ensuring that the conditions of this agreement are fully complied with. We will ensure that ONS is informed of the name(s) of any person(s) who has access to the records supplied in the stillbirth and mortality extracts and that the named individuals have signed a declaration of use. The signature of the person agreeing to these conditions is appended. In the event that either of us ceases to have direct responsibility for these data within the organisation, a substitute ONS Data Access Agreement will be signed so as to have continued access to the data and/or any further data from ONS.

The Name of the Regional Director of the PHO (print)

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| --- | --- | --- | --- |
| **Name (print) :** |  | | |
| **Email Address:** |  | | |
| **Telephone**  **Number:** |  | | |
| **Original Signature**  **Required** |  | **Date:** |  |

**12.2. Declaration of Responsibility**

I undertake to ensure that the data supplied by ONS and placed in my care by:

|  |  |
| --- | --- |
| **Name (Print):** |  |

Is processed according to the above conditions.

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| --- | --- | --- | --- |
| **Name (print) :** |  | | |
| **Email Address:** |  | | |
| **Telephone**  **Number:** |  | | |
| **Original Signature**  **Required** |  | **Date:** |  |

**12.3. ONS Approval**

The Responsible Data Custodian for the Office for National Statistics authorises the provision of access to the data to the beneficiary organisation under the terms specified in this Agreement

|  |  |  |  |
| --- | --- | --- | --- |
| **Status in Organisation :** |  | | |
| **Name** |  | | |
| **Original Signature**  **Required** |  | **Date:** |  |

**PLEASE RETURN TO: SUE DEWANE, ONS, VITAL STATISTICS OUTPUTS BRANCH, ROOM 1200, SEGENSWORTH ROAD, TITCHFIELD, FAREHAM, HANTS, PO15 5RR**