

**Subject:** Scottish National Entitlement Card Programme

**FOI reference:** FOI/17/01690

**Date received:** 19 July 2017

**Date responded:** 03 August 2017

**Information requested:** Information relating to National Records of Scotland's (NRS) involvement in the operation of the, including copies of specific documents.

**NRS Response: (1) Data Controller/Data Processor Memorandum of Understanding with the Improvement Service**

I have attached the Data Controller/Processor Contract and Service Obligations dated 24 March 2014. Please note that we are currently undertaking a revision of this document and are awaiting receipt of the final signed document from the Improvement Service. Should you wish to see the latest version of this document once received, please e-mail me direct at [stuart.law@nrscotland.gov.uk](mailto:stuart.law@nrscotland.gov.uk) and I would be delighted to forward it to you.

**(2) Copies of Data Sharing Agreements with local councils (if these are similar in nature, please provide copies for Angus, Council, Glasgow Council, Dundee City Council and Aberdeen City Council**

I have attached the Data Sharing Agreement dated April 2014. This is a single universal agreement on behalf of all Scottish councils. We are in the process of revising this document and will be changing the procedure so that there is separate agreements between NRS and each council. The text on all will be the same. Should you wish to see the latest version once finalised, please e-mail me direct at [stuart.law@nrscotland.gov.uk](mailto:stuart.law@nrscotland.gov.uk) and I would be delighted to forward it to you.

**(3) Privacy Impact Assessments carried out by Improvement Service, and Scottish Government which NRS took part in**

Under section 25(1) of FOISA, we do not have to provide you with information if it is already reasonably accessible to you. The Improvement Service myaccount Privacy Impact Assessment can be found at:

<http://www.improvementservice.org.uk/myaccount-documentation.html>

In addition, Scottish Government undertook a policy Privacy Impact Assessment which can be found at:

<http://www.gov.scot/Topics/Economy/digital/digitalservices/Sign-intoOnlineServices/myaccountPolicyPIA>

**(4) Minutes of the most recent management meeting between**

The formal management meetings with the Improvement Service are driven by the Scottish Government, primarily to monitor delivery against objectives set out in the Memorandum of Understanding between Scottish Government and the Improvement

Service. Minutes of these meetings can be obtained from the Scottish Government:  
[ceu@gov.scot](mailto:ceu@gov.scot)



Data Controller/Processor Contract

And Service Obligations

Between

The Registrar General of Births, Deaths and  
Marriages for Scotland

and



The Improvement Service

**This Document was**

Prepared by:	[REDACTED] (NRS)	27 Feb 2014
Reviewed by:	[REDACTED] (Improvement Service)	28 Feb, 6 & 20 March 2014
	[REDACTED] (Scottish Government)	28 Feb, 6 & 20 March 2014
	[REDACTED] (Improvement Service)	3 March 2014
	[REDACTED] (Improvement Service)	4, 13 & 20 March 2014
	[REDACTED] (NRS)	4 & 13 March 2014
	[REDACTED] (NRS)	28 Feb, 6 & 19 March 2014
	[REDACTED] (NRS)	12 March 2014
	[REDACTED] (Scottish Government)	20 March 2014
	[REDACTED] (NRS)	20 March 2014
	[REDACTED] (NRS)	20 March 2014
Authorised by:	[REDACTED] (NRS)	
	[REDACTED] (Improvement Service)	

**Amendments / Suggestions**

If you have suggested amendments please provide them to Meryl Skene.

**Status Control**

Version	Date	Status	Prepared by	Reason for amendment
1.0	27 February 2014	Draft	[REDACTED]	First draft
1.1	5 March 2014	Draft	[REDACTED]	Incorporation of comments from Helen Findlay, Cameron Walker, Tabitha Stringer, Tina McLelland, Tom McHugh, Muriel Douglas, Irene Henry
1.2	14 March 2014	Draft	[REDACTED]	Incorporation of comments from Tabitha Stringer, Cameron Walker, Irene Henry, Muriel Douglas, Bobby Gardiner
1.3	20 March 2014	Draft	[REDACTED]	Incorporation of comments from Irene Henry
1.4	24 March 2014		[REDACTED]	Incorporation of feedback provided at review meeting on 20 March 2014

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**This Data Controller/Processor contract is between**

- (1) The Registrar General of Births, Deaths and Marriages for Scotland of General Register House, 2 Princes Street, Edinburgh EH1 3YY (the "Registrar General").
- (2) The Improvement Service, a company limited by guarantee incorporated in Scotland with company number SC287978, whose registered office is at 7 Castle Street, Edinburgh EH2 3AH (the "Improvement Service").

**Background**

- (A) The Registrar General is the Data Controller for the personal data held in the National Health Service Central Register (NHSCR) which he maintains for the purposes of facilitating the carrying out of the functions of Health Boards, the Common Services Agency and local authorities. The Registrar General may share data from the NHSCR, including the Unique Citizen Reference Number (UCRN), in accordance with Schedule 2 to the National Health Service Central Register (Scotland) Regulations 2006. More information on the Registrar General's legal basis is contained in Appendix A part 6.
- (B) The Registrar General wishes to engage the services of the Improvement Service to process personal data from the NHSCR on the Registrar General's behalf for the purposes of supporting the mygovscot myaccount.
- (C) Article 17(2) of the Data Protection Directive 95/46/EC provides that, where processing of personal data is carried out by a processor on behalf of a data controller the controller must choose a processor providing sufficient guarantees in respect of the technical security measures and organisational measures governing the processing to be carried out, and must ensure compliance with those measures;
- (D) Articles 17(3) and 17(4) of the Data Protection Directive require that where processing is carried out by a processor on behalf of a controller such processing shall be governed by a contract or legal act binding the processor to the controller stipulating, in particular, that the processor shall act only on instructions from the controller and shall comply with the technical and organisational measures required under the appropriate national law to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing;
- (E) In compliance with the above-mentioned provisions of Article 17 of the Data Protection Directive and for the purposes of regulating the processing of data in accordance with the obligations under the Data Protection Act 1998, the Registrar General and Improvement Service wish to enter this processing agreement (the "Agreement").

The Parties hereby mutually agree as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement the following words, phrases and acronyms shall have the following meanings, unless inconsistent with the context or as otherwise specified:

Authorised Person	-	the persons specified in Appendix A part 1.
Business Day	-	From 0900-1630 Monday to Thursday and 0900-1600 on Friday except 1 and 2 January, Good Friday, Easter Monday, the first Monday in May, Autumn Monday holiday, Christmas Day and Boxing Day.
myaccount	-	An electronic record held by the Improvement Service which contains personal details of a Service User. The myaccount is populated by data provided by a public sector organisation, or directly from a Service User, and if successfully validated against the "NHSCR Copy" the UCRN appended. A myaccount may be used to facilitate public sector organisation functions such as the national entitlement card, online sign-in and data quality improvement.
National Health Service Central Register	NHSCR	The register of individuals held by the Registrar General under section 57 Local Electoral Administration and Registration Service (Scotland) Act 2006.
NHSCR Copy	-	The database processed by the Improvement Service on behalf of the Registrar General which contains data from the NHSCR consisting forename, middle name, surname, date of birth, gender, mother birth surname, place of birth, UCRN and date of death.
NHSCR Governance Board	-	A strategic advisory board which comprises representatives from NRS, NSS, Scottish Government Health Directorate, academia and Directors of Public Health.
National Records of Scotland	NRS	A non-ministerial department of the Scottish Government headed by the Chief Executive who fulfils the roles of two non-ministerial offices holders – the Registrar General for Scotland and the Keeper of the Records of Scotland.
Parties	-	The parties to this Agreement being the Registrar General and the Improvement Service.
Service User	-	An individual who is provided with a service from a public sector organisation.
Service User Data	-	Some or all of forename, middle name, surname, date of birth, gender, mother birth surname and place of birth of a Service User.
Unique Citizen Reference Number	UCRN	A non-disclosive 19 digit number which is in most cases derived from the NHS number (civil birth registration number) using an algorithm.
Unique Property Reference Number	UPRN	A unique number to identify an individual property record which is allocated and maintained by the relevant local authority.
UPRN/Postcode Download	-	As defined in section 4.4.
Validation Service	-	As defined in section 4.1.

1.2 "Data Protection Directive" shall mean Directive 95/46/EC of the European Parliament and Council of 24<sup>th</sup> October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

- 1.3 "Data subject", "personal data", "processing" and "appropriate technical and organisational measures" shall bear the meanings given to those terms respectively in the Data Protection Act 1998.
- 1.4 "Sub-contract" and "sub-contracting" shall mean the process by which either party arranges for a third party to carry out its obligations under this Agreement and "Sub-contractor" shall mean the party to whom the obligations are subcontracted.

## **2. Commencement and Duration**

- 2.1 This Agreement shall commence on 1 April 2014 and shall continue in full force and effect for so long as the Improvement Service is processing personal data on behalf of the Registrar General.

## **3. Protection of personal data in the NHSCR Copy**

- 3.1 The Improvement Service shall (and shall procure that any sub-contractors shall):
- 3.1.1 process the NHSCR Copy (as defined in section 5.1) only in accordance with the instructions from the Registrar General which may be:
    - (a) the general instructions set out in sections 4 and 6; or
    - (b) given from time to time by an NRS Authorised Person in writing (including email);
  - 3.1.2 unless otherwise requested by the Registrar General, process the NHSCR Copy only to the extent and in such manner as is necessary for maintaining the NHSCR Copy; providing the Validation Service and providing the Registrar General with the UPRN/Postcode Download;
  - 3.1.3 implement appropriate technical and organisational measures, including but not limited to the measures set out in Appendix B (Information Handling Protocol), to protect the Registrar General against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Subject to the Improvement Service's obligation to comply with the requirements of the Data Protection Act 1998, the Improvement Service acknowledges that the technical and organisational measures shall be appropriate to the harm which might result from any authorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure to the NHSCR Copy and having regard to the nature of the NHSCR Copy which is to be protected;
  - 3.1.4 when implementing and updating technical and organisational measures, have regard to:
    - a. the nature of the personal data contained within the NHSCR Copy and the harm that would result from unauthorised or



- unlawful processing or accidental loss, destruction of or damage to such personal data; and
    - b. the state of technological development and the cost of implementing such measures;
- 3.1.5 ensure:
  - a. the reliability and integrity of any Improvement Service personnel who have access to the NHSCR Copy; and
  - b. that all Improvement Service personnel involved in the processing of the NHSCR Copy have undergone adequate training in the care, protection and handling of personal data;
- 3.1.6 promptly inform an NRS Authorised Person if it receives:
  - a. a request from a data subject concerning any information relating to the NHSCR Copy about him or herself;
  - b. a complaint, communication or request relating to the Registrar General's obligations under the Data Protection Act 1998 (including requests from the Information Commissioner);
- 3.1.7 provide the NRS Authorised Person with full cooperation and assistance in relation to any complaint, communication or request made, including:
  - a. complying fully with the requirements of the Data Protection Act 1998;
  - b. providing the NRS Authorised Person with full details of the complaint, communication or request;
  - c. providing the NRS Authorised Person with any information requested by the NRS Authorised Person;
  - d. providing the NRS Authorised Person with any data within the NHSCR Copy it holds in relation to a data subject within the timescales required by the NRS Authorised Person;
- 3.1.8 forward any subject access request relating to personal data in the NHSCR Copy to an NRS Authorised Person, for the NRS Authorised person to take overall responsibility and action, as soon as possible after receiving the request and in any event within three days of receiving the request;
- 3.1.9 provide a written description of the technical and organisational methods employed by the Improvement Service for processing of personal data on a quarterly basis commencing in June 2014;
- 3.1.10 process the NHSCR Copy in the United Kingdom and at no stage remove the NHSCR Copy or individual records from the United Kingdom;
- 3.1.11 assist the Registrar General to comply with his obligations under the Data Protection Act 1998 and shall not perform its obligations in any way as to cause the Registrar General to breach any of his applicable obligations under the Data Protection Act 1998.

#### **4. Validation Service and UPRN/Postcode Download**

- 4.1 The Improvement Service shall take the following steps (which comprise the "Validation Service") in order to check a Service User's personal details:
  - 4.1.1 obtain personal details about the Service User from a public sector organisation, or directly from the Service User, consisting of some or all or forename, middle name, surname, date of birth, gender, mother birth surname, place of birth ("Service User Data")
  - 4.1.2 check the Service User Data against the NHSCR Copy;
  - 4.1.3 where the Service User Data:
    - a. uniquely matches the NHSCR Copy, the Improvement Service shall create a myaccount for the Service User and provide the public sector organisation with the Service User's UCRN
    - b. does not uniquely match the NHSCR Copy the Improvement Service shall create a myaccount for the Service User and follow the Resolution Process (as described in section 6).
- 4.2 The Improvement Service shall provide the Registrar General with a CSV file containing UCRN, UPRN and postcode from the myaccount system on the 23<sup>rd</sup> of each calendar month or first working day thereafter (the 'UPRN/Postcode Download').

#### **5. Obligations of the Registrar General**

- 5.1 To enable the Improvement Service to comply with the Registrar General's instructions the Registrar General shall:
  - 5.1.1 manage and maintain the NHSCR and act as independent arbiter on data quality issues concerning the identification of individuals in Scotland
  - 5.1.2 provide the Improvement Service with data from the NHSCR consisting forename, middle name, surname, date of birth, gender, mother birth surname, place of birth, UCRN and date of death for the purposes of populating the database which the Improvement Service processes on the Registrar General's behalf (the "NHSCR Copy");
  - 5.1.3 provide the Improvement Service with a monthly or daily update CSV file containing NHSCR records which have been created, amended, deleted, swapped or merged for the purposes of updating the NHSCR Copy;
  - 5.1.3 support the Resolution Service on Business Days only.
- 5.2 The Registrar General may from time to time provide ad hoc services which may incur charges for the Improvement Service.
- 5.3 The performance of the Registrar General's obligations shall be assessed against the service success factors set out in Appendix A part 9.

## **6. The Resolution Process**

- 6.1 The "Resolution Process" comprises the following consecutive steps:
- 6.1.1 The Improvement Service shall provide the myaccount and/or public sector organisation with a temporary UCRN for the Service User;
  - 6.1.2 The Improvement Service shall send the temporary UCRN and the Service User Data to the Registrar General;
  - 6.1.3 the Registrar General shall check the Service User Data against the NSHCR and return the Service User's UCRN to the Improvement Service together with the temporary UCRN;
  - 6.1.4 The Improvement Service shall update the myaccount with the Service User's UCRN and/or forward the Service User's UCRN to the public sector organisation together with the temporary UCRN.

## **7. Charges and Payment**

- 7.1 For the proportion of Registrar General staff time spent working on the NHSCR to fulfil the Registrar General's obligations in section 5, the Improvement Service shall pay the Charges to the Registrar General in accordance with Appendix A part 2.

## **8. Extending myaccount to other public sector organisations**

- 8.1 If a public sector organisation seeks to use the myaccount system the Improvement Service may provide the Validation Service provided:
- (a) an NRS Authorised Person has provided written confirmation to the Improvement Service that the Registrar General considers there is a legal basis to share the UCRN with the proposed recipient; and
  - (b) the Registrar General has entered into a data sharing agreement with the proposed recipient for the sharing of the UCRN.

## **9. Sub-contracting**

- 9.1 The Improvement Service shall not sub-contract any of its rights or obligations under this Agreement without the prior consent from an NRS Authorised Person in writing (including e-mail).
- 9.2 Where the Improvement Service, with the consent of the Registrar General, sub-contracts its obligations under this Agreement it shall do so only by way of a written agreement with the Sub-Contractor which imposes the same obligations in relation to the security of the processing on the Sub-Contractor as are imposed on the Improvement Service under this Agreement.
- 9.3 For the avoidance of doubt, where the Sub-Contractor fails to fulfil its obligations under any sub-processing agreement, the Improvement Service shall remain fully liable to the Registrar General for the fulfilment of its obligations under this Agreement.

**10. Variation**

- 10.1 Except expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by both Parties.

**11. Intellectual Property Rights**

- 11.1 Intellectual property rights relating to the myaccount system rest with Scottish Government, the Registrar General, local authorities (via the Improvement Service), and the Common Services Agency for the Scottish Health Service (NSS). Enquiries relating to Intellectual Property Rights should be directed to the Authorised Persons.

**12. Termination**

- 12.1 Either Party may terminate this Agreement provided 12 months' notice has been given to the other party. Any proposal to terminate this Agreement by any of the Parties will be subject to consultation between the Parties.
- 12.2 Within 30 working days following termination of this Agreement the Improvement Service shall, at the direction of the Registrar General, (a) return all personal data passed to the Improvement Service by the Registrar General for processing; or (b) on receipt of instructions from the Registrar General, destroy all such data in accordance with HMG Information Assurance Standards and provide the Registrar General with a Certificate of Destruction.

**13. Governing Law**

13.1 This Agreement shall be governed by and construed in accordance with the law of Scotland.

IN WITNESS WHEREOF this Agreement comprising this and the proceeding 7 pages and Appendices A and B (containing further Key Details and Service Levels; and the Information Handling Protocol) annexed hereto has been signed on behalf of each of the parties by its duly authorised representative as follows:

SIGNED on behalf of the Registrar General .....

Head of Contract Management

Witness' signature .....

Witness' full name and address .....

MRS LADYWELL HOUSE, LADYWELL RD. GL12 7TF

Date ..... 27 MARCH 2014 .....

Place..... LADYWELL HOUSE .....

SIGNED on behalf of the Improvement Service .....

Director of Shared Services

Witness' signature .....

Witness' full name and address .....

IMPROVEMENT SERVICE, BROWTHORN GHS 5TH

Date ..... 27 March 2014 .....

Place..... IMPROVEMENT SERVICE, WILKINGTON HOUSE .....

## **Appendix A – Key details and Service Levels**

### **Part 1. Authorised Person**

Any further information, including documents referred to, or any questions or comments relating to this Agreement should be directed to the following Authorised Persons, who may change from time to time in accordance with instructions from an Authorised Person in writing (including e-mail):

NRS Authorised Person	[REDACTED], Head of NHSCR [REDACTED], Head of Data Resources
Improvement Service Authorised Person	[REDACTED], Business and Account Manager

### **Part 2. Charges**

- I. The Improvement Service shall pay the Registrar General the restricted sum of £190,000 per annum in one annual payment .
- II. The Registrar General will invoice the Improvement Service annually in January. The Improvement Service shall pay the invoice within 30 working days of the date of the invoice.
- III. The Registrar General shall prepare an annual Memorandum Trading Account, consistent with its annual financial account, and shall provide a copy of the latest Memorandum Trading Account to the Improvement Service on the Information Service's request.
- IV. The Registrar General warrants that the any payment from the Improvement Service under this Agreement shall only be used for dedicated support and resources to maintain the NHSCR.

### **Part 3. Data Protection Act 1998: Conditions for processing**

The Registrar General is satisfied that condition 5(c) of Schedule 2 of the Data Protection Act 1998 is met ('the processing is necessary for the exercise of any functions of the Crown, Minister of the Crown or a government department').

### **Part 4. Freedom of Information**

- I. Whilst recognising that the Improvement Service is not itself subject to the requirements of the Freedom of Information (Scotland) Act 2002, the Improvement Service shall action and take overall responsibility for any request received under the Freedom of Information (Scotland) Act 2002 in relation to this Agreement whether directly from a requestor or passed to the Improvement Service (Westerton House, East Mains Industrial Estate, Broxburn EH52 5AU) by the Registrar General.

- II. The Improvement Service shall within 3 working days notify an NRS Authorised Person if it receives a request under the Freedom of Information (Scotland) 2002 in relation to this Agreement.

**Part 5. Incident management**

**Telephone support**

9:00am to 4:30pm Monday to Thursday and  
9:00am to 4:00pm on Friday.

**Contacts**

[REDACTED]  
[REDACTED]  
[REDACTED]

**Mailbox:**

[REDACTED]

**Escalation procedure**

**NHSCR**

Tier	Title	Email Address	Contact Number
Tier 1	NHSCR Supervisors	[REDACTED]	[REDACTED]
Tier 2	Deputy Head of NHSCR	[REDACTED]	[REDACTED]
Tier 3	Deputy Head of NHSCR	[REDACTED]	[REDACTED]
Tier 4	Head of NHSCR	[REDACTED]	[REDACTED]

**Improvement Service**

Tier	Title	Email Address	Contact Number
Tier 1	IS Super Agent	[REDACTED]	[REDACTED]
Tier 2	IS Data Quality Manager	[REDACTED]	[REDACTED]
Tier 3	IS Business Solutions Manager	[REDACTED]	[REDACTED]

After agreed period has expired without resolution

Business and Account Manager, Improvement Service	[REDACTED]
Chief Executive, National Records of Scotland	[REDACTED]

#### **Part 6. Legal basis**

The Registrar General is satisfied that his legal basis for:

- maintaining the NHSCR for the purposes of facilitating the carrying out of the functions of local authorities is section 57(1) Local Electoral Administration and Registration Services (Scotland) Act 2006;
- sharing the UCRN is section 57(4) of the Local Electoral Administration and Registration Services (Scotland) Act 2006 and Schedule 2 to The National Health Service Central Register (Scotland) Regulations 2006;
- maintaining the utility and efficiency of the NHSCR, by sharing data from the NHSCR which results in a feedback loop to the NHSCR thereby improving the quality of that register, is section 1(3) of the Registration of Births, Deaths and Marriages (Scotland) Act 1965.

#### **Part 7. Review**

- I. The services under section 4-6 of this Agreement shall be reviewed quarterly commencing in June 2014. The reviews shall include a review of quality management.
- II. This full Agreement shall be review annually. The review shall include a review of the charge due to the Registrar General under Part 2 of this Appendix.

#### **Part 8. Strategic development and change management**

- I. The Parties shall liaise regularly to support the governance and business development programme of the myaccount system.
- II. The Parties shall develop a clear maintenance and development schedule outlining key maintenance periods for system upgrades and disaster recovery testing.
- III. Each Party shall allow the other party reasonable access to information in relation to this Agreement ('Confidential Information') and shall not:
  - a. use any Confidential Information except for the purposes of this Agreement; or
  - b. disclose any Confidential Information in whole or in part to any third party.
- IV. Any proposed changes to the Agreement or the myaccount system shall be risk assessed by the Improvement Service and shall be discussed with an NRS Authorised Person giving due account to the impact of the changes on day to day operation of NRS and its services. Where necessary, wider consultation will be undertaken. Consultees include but are not limited to NRS, NSS, Caldicott Guardian and Privacy Advisory Committee. The risk assessment shall cover communications, system physical environment, local security policy controls used by NRS, Atos and NHS Dumfries & Galloway IT Department, and other documentation associated with a service delivery (e.g. configuration checklist, or if elements are outsourced then the appropriate third party agreements). An NRS Authorised Person shall be given 10



working days advance notification for risk assessments to allow necessary access to staff and information.

- V. The Parties may refer to the NHSCR Governance Board from time to time for strategic advice on the operation, future development and external relations of the NHSCR.

**Part 9. Success factors of the Registrar General**

	<b>Measure</b>	<b>Target</b>	<b>Monitoring</b>
1	Provide the Improvement Service with an extract of all updates to the NHSCR	Monthly or daily (to be agreed by the parties)	Control report
2	Provide to the Improvement Service at least 95% of changes/updates.	Within 5 working weeks	Control report
3	Provide acknowledgement of e-mail enquiries from the Improvement Service within 3 days.	Within 3 working days.	Control report
4	Respond to e-mail enquiries from the Improvement Service. These enquiries relate to Service User Data which don't have a match on the NHSCR Copy and need manually checked against the other tracing systems.	95% of e-mail enquiries from the Improvement Service within 3 working weeks. Up to 1,000 transactions a week.	Control report
5	Provide the automated resolution process	Monthly or daily (to be agreed by the parties)	Control report

## **Appendix B – Information Handling Protocol**

This protocol describes how The Improvement Service handle information received from the NHS Central Register (NHSCR) as part of the myaccount delivery for updating myaccount records.

It applies to the transfer process, from the point when a file is picked up from the N3 server (or received by Improvement Service on other media) through to when the records are successfully moved onto the NHSCR Copy and the file deleted (or media destroyed).

The Protocol does not over ride confidentiality or security obligations documented in contracts, SLA's, code of connections or Improvement Service policies. It only extracts the key points from various documents which are specific to this exercise, so that it is easier to communicate these to staff.

This protocol may be updated from time to time provided an Authorised Person from both parties agree in writing (including email).

### **Personal Data being Shared and Classification**

- UCRN (Unique Citizen Reference Number), Forename, Middle Name, Surname, Date of Birth, Gender, Date of Death, Mother's Birth Surname, Place of Birth and record ID
- Creations, Updates, Swaps, Merges and Deletions
- Individual records are 'Personal', collectively, the database is Personal Protect and security controls for bulk processing are set in line with HMG Business Impact Level 3.
- The classification Personal and Personal Protect mean that the information is to be protected from unauthorised access. Data processors must ensure only staff with business need to see the personal records are given access to the files or database.

### **Data Controller & Data Processors**

#### **1. Records in the NHSCR Copy**

- The Registrar General is the Data Controller of the records sent to Improvement Service for the purposes of the NHSCR Copy. The Improvement Service is acting as a data processor on the Registrar General's behalf for the records in the NHSCR Copy.

#### **2. Records in the My account system**

- Local Authorities are Data Controllers of myaccount records.
- Improvement Service is a Data Processor on behalf of Local Authorities for myaccount records.
- Atos is a Data Processor for the NHSCR as part of the NHS National IT Contract. Atos's involvement with myaccount begins when files coming from the Improvement Service are removed from the N3 SFTP at Atos for processing on the NHSCR and ends when files going to the Improvement Service are placed in the N3 SFTP by Atos. Atos do not process data in the NHSCR Copy.

- Bright Solid and TCS are the Data Processors on behalf of Improvement Service. Brightsolid process the NHSCR Copy in as far as they will manage the physical transfer for the data into the myaccount system.

- Data Processors are not authorised to release any records to third parties without explicit approval from the Data Controller. This includes responding to Subject Access Requests (under the Data Protection Act) and Freedom of Information (Scotland) Requests (except in accordance with Appendix A part 4).
- Data Processors must ensure that they follow the standards laid down in this Handling Protocol and for making their staff aware of their obligations.
- Data Processors are not authorised to take a copy of the NHSCR Copy, update files, individual records or to carry out searches on named individuals.

#### **Approved Exchange Method(s)**

- Use of removable media is as a last resort and must be agreed by an NRS Authorised Person. It must be encrypted, risk assessed and authorised by the Improvement Service Information Security Contact prior to use. Transfer must be secure and traceable. Media must be collected by Improvement Service by a named individual and hand delivered to a named individual, not just anyone in a Department.
- Email exchanges must either use the GSx or equivalent secure network (this must be agreed by an NRS Authorised Person), or be encrypted
- SFTP transfers must use a secure NHS N3 connection. Data must be removed from Improvement Service SFTP servers within 4 hours of being loaded.
- All encryption must be at least 128b1t, FIPS 140-2 accredited.

#### **Transfer Process**

- The NHSCR service provider Atos will:
  - Generate a CSV file on a scheduled basis as agreed with an NRS Authorised Person.
  - Prepare files for transfer to Improvement Service. The preferred method is the secure SFTP server that resides on the NHS N3 network. If another method is used, Improvement Service will default to the handling standards in this document unless otherwise notified by an NRS Authorised Person.
  - Notify Bright Solid by email (cc Improvement Service), that a file is available for pick up (or being delivered).
- Improvement Service will:
  - Monitor file transfers

#### **BrightSolid will:**

- Transfer files from the N3 server onto an IS server within 4 hours of receiving notification that it is ready
- On confirmation that the file transfer is successful, delete the file on the N3 server
- Notify NRS at [REDACTED] (and cc Improvement Service when the file has been transferred successfully and confirm that the original file on the N3 server has been deleted

- Notify TCS that the NHSCR file is ready for upload

- TCS will:
  - Update the NHSCR Copy with the NHSCR file update on notification file is ready (this must be within 3 working days of receipt).
  - Ensure the original NHSCR file is deleted within 5 working days of confirmation that the update has been completed successfully.
  - Notify NRS at [REDACTED] (and cc Improvement Service ) to confirm the update is complete and file has been deleted (or mobile media if used).

#### **Retention, Disposal and Audit**

- The original NHSCR file will be retained by Bright Solid, until after updates onto the NHSCR Copy are complete (which must take place within 3 working days of the file being received), then the file is deleted by them within 5 working days following confirmation no errors exist.
- Removable media must either be physically destroyed or degaussed (5 pass) before being reused. CD's can be cut into quarters or passed through a shredder. Confirmation of destruction must be sent to NRS at [REDACTED] (cc Improvement Service) by the party holding the media.
- NHSCR update files are moved rather than copied from server to server to minimize copies. Backups are not run on the SFTP servers so no additional copies exist.
- The Registrar General as Data Controller may request evidence from Data Processors to show that this Protocol is being followed.

#### **N3**

- Improvement Service will comply with the N3 Code of Connection.
- Access to the N3 SFTP server is restricted by IP address, an Improvement Service issued digital certificate, Unique User ID (last name and initial) and password.

Passwords should be at a minimum of 12 characters long and no longer than 28. Passwords should contain the following as a minimum:

- alphabetic lowercase
- contain at least one alphabetic uppercase
- contain at least one numeric character, 0-
- contain at least one of the following special characters:  
!@#\$%&'()\*+,-./:;<=>?@+~\_="|'[]~"
- must NOT contain spaces
- must NOT contain accented letters.

- Improvement Service will ensure that only those with a business need will be authorised to access the N3 or the NHSCR Copy update files.
- Should the NRS chose to amend their information security standards for file transfers, this Protocol will be reviewed in order to ensure that it remains fully compliant.



Preserving the past | Recording the present | Informing the future

## **Data Sharing Agreement**

**between**

**The Registrar General of Births, Deaths and Marriages for Scotland**

**and**

**The Improvement Service acting on behalf of Scottish Local Authorities**

**For sharing the Unique Citizen Reference Number (UCRN),  
Unique Property Reference Number (UPRN)  
and Local Authority sourced Postcode**

**April 2014**

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**This Data Sharing Agreement (the “Agreement”) is between:**

- (A) The Registrar General of Births, Deaths and Marriages for Scotland of General Register House, 2 Princes Street, Edinburgh EH1 3YY (the “Registrar General”); and
- (B) The Improvement Service (a company limited by guarantee incorporated in Scotland with company number SC287978 whose registered office is at 7 Castle Street, Edinburgh EH2 3AH) acting on behalf of Scottish Local Authorities.

For the purposes of this Agreement the “Parties” means the Registrar General and a Local Authority.

The Improvement Service shall ensure that Local Authorities are provided with a copy of this Agreement and are aware of their duties and obligations arising from this Agreement.

## **1. COMMENCEMENT AND DURATION**

This Agreement shall commence when it is signed by both signatories and dated and shall continue unless terminated in accordance with section 11.

## **2. DATA**

For the purposes of this Agreement “Data” shall mean Unique Citizen Reference Number (UCRN); Unique Property Reference Number (UPRN) and Local Authority sourced postcode (Postcode).

## **3. PURPOSES OF THE DATA SHARE**

A Local Authority that receives the UCRN under this Agreement shall process the UCRN exclusively for the purposes of the carrying out of the functions of the Local Authority. The Local Authority shall not further disclose the UCRN to any third parties except to:

- a) the Service User to whom the UCRN relates; and/or
- b) a Data Processor acting on behalf of the Local Authority.

The Registrar General shall process the UPRN and Postcode for the purposes of the National Health Service Central Register (NHSCR).

## **4. DATA VERIFICATION/TRANSFER**

The Data shall be transferred in accordance with the data verification/transfer process described in Appendix A part 2.

## **5. DATA PROTECTION**

The Parties shall comply with any notification requirements under the Data Protection Act 1998 (DPA) and duly observe all their obligations under the DPA which arise in connection with this Agreement. More information about DPA compliance is in Appendix A part 3.

## **6. DATA SECURITY**

The Parties warrant that they will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Data and against the accidental loss or destruction of, or damage to, Data including, but not limited to, the security measures set out in Appendix B.

## **7. FREEDOM OF INFORMATION**

The Parties shall co-operate in handling and disposing of any requests made to either of the Parties, under the Freedom of Information (Scotland) Act 2002 ('FOISA'), of the other. The Parties acknowledge that nothing in this Agreement is confidential.

Any requests received by either party under FOISA which relate to this Agreement shall be passed to the Authorised Persons for the Authorised Persons to decide which party should action and take overall responsibility for as soon as practicable after receipt and in any event within three working days of receiving the request.

## **8. REVIEW**

This Agreement shall be reviewed three months from the commencement of this Agreement and subsequently on an annual basis by the Registrar General and the Improvement Service. Each review shall include:

- confirmation from the Improvement Service that local authorities have a copy of this Agreement and are aware of their duties and obligations arising from this Agreement; and
- an assessment of use of the Data for the Purposes (as described in section 3).

## **9. CHANGES TO THE AGREEMENT**

Except expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the Registrar General and the Improvement Service.

## **10. RETENTION AND DELETION OF DATA**

The Parties may retain the Data they have received under this Agreement for as long as the Data are required for the Purposes. When the Data are no longer required for the Purposes the Data shall be destroyed securely in accordance with HMG Information Assurance Standards and a formal note of deletion sent to the other party.



## 11. TERMINATION OF AGREEMENT

The Registrar General or the Improvement Service may terminate this Agreement provided 12 months' notice has been given to the other.

## 12. SIGNATORIES

By signing this Agreement the Registrar General and the Improvement Service, acting on behalf of Scottish Local Authorities, confirm that they accept its terms.

### **The Registrar General of Births, Deaths and Marriages for Scotland**

Signature ..... Date .....

..... Head of Contract Management  
For and on behalf of The Registrar General of Births, Deaths and Marriages for  
Scotland

Witness' signature .....

Witness' full name and address .....

.....

Date .....

Place.....

### **Improvement Service**

Signature ..... Date .....

..... Director of Shared Service, Improvement Service  
For and on behalf of Scottish Local Authorities

Witness' signature .....

Witness' full name and address .....

.....

Date .....

Place.....

## APPENDIX A: KEY DETAILS AND SERVICE LEVELS

### Part 1. Authorised persons

Any further information, including documents referred to, or any questions or comments relating to this Agreement should be directed to the following Authorised Persons, who may change from time to time in accordance with instructions from an Authorised Person in writing (including e-mail):

Registrar General Authorised Person	[REDACTED]
Local Authority Authorised Person	[REDACTED] Business and Account Manager, Improvement Service (acting on behalf of Scottish Local Authorities)

### Part 2. Data verification/transfer process

From time to time, a Local Authority shall provide personal details about a Service User consisting of some or all of forename, middle name, surname, date of birth, gender, mother birth surname, place of birth ("Service User Data") together with Postcode to the Improvement Service.

#### Sharing the UCRN with the Local Authority

The Improvement Service will check the Service User Data against information the Improvement Service processes on behalf of the Registrar General (the "NHSCR Copy"). Where the Service User Data:

- a. uniquely matches the NHSCR Copy, the Improvement Service will create a myaccount for the Service User and provide the Local Authority with the Service User's UCRN.
- b. does not uniquely match the NHSCR Copy the Improvement Service will provide the myaccount and/or the Local Authority with a temporary UCRN for the Service User and send the temporary UCRN and the Service User Data to the Registrar General for resolution. The Registrar General will check the Service User Data against the NHSCR and return the Service User's UCRN to the Improvement Service together with the temporary UCRN. The Improvement Service will then update the myaccount with the UCRN and/or forward the UCRN to the Local Authority together with the temporary UCRN.

#### Sharing the UPRN and Postcode with the Registrar General

On a monthly basis, the Improvement Service will disclose Postcode to the Registrar General, together with the UPRN where the Improvement Service have received the UPRN via the One Scotland Gazetteer system.

### Part 3. Data Protection

The Data itself does not allow an individual to be identified so does not fall within the definition of "personal data" for the purposes of the DPA. However, the Data will in most circumstances be appended to personal data such as name, date of birth and

gender. Therefore the Parties agree to treat the Data as “personal data” for the purposes of the DPA.

I. Data controller responsibilities

The Parties acknowledge that for the purposes of the DPA:

- a) the Registrar General (ICO Registration Number Z2886501) is the Data Controller for the UCRN until the UCRN is transferred in accordance with the data transfer process described in part 2 of this Appendix, when the Local Authority assumes Data Controller responsibilities.
- b) The Local Authority is the Data Controller for the UPRN and Postcode until the UPRN and Postcode are transferred in accordance with the data transfer process described in part 2 of this Appendix, when the Registrar General assumes Data Controller responsibilities.

II. Fair processing

The Local Authority informs Service Users that:

- Service User Data are shared with the Registrar General for the purposes of validating the Service User’s personal details where the Improvement Service cannot successfully validate the Service User’s personal details; and
- Postcode is shared with the Registrar General for the purposes of the NHSCR.

III. Lawful processing

The Registrar General is satisfied that his legal basis for:

- sharing the UCRN is section 57(4) of the Local Electoral Administration and Registration Services (Scotland) Act 2006 and Schedule 2 to The National Health Service Central Register (Scotland) Regulations 2006;
- maintaining the utility and efficiency of the NHSCR, by sharing data from the NHSCR which results in a feedback loop to the NHSCR thereby improving the quality of that register, is section 1(3) of the Registration of Births, Deaths and Marriages (Scotland) Act 1965.

IV. Conditions for processing

The parties are satisfied that condition 5(d) of Schedule 2 to the DPA is met (“the processing is necessary for the exercise of any other functions of a public nature exercised in the public interest by any person”).

V. Subject Access

Any subject access requests received by either party which relate to the Data shall be passed to the Authorised Persons for the Authorised Persons to decide which party should action and take overall responsibility for as soon as practicable after receipt and in any event within three working days of receiving the request.

## **APPENDIX B: SECURITY MEASURES**

This protocol describes how The Improvement Service handle information received from the NHS Central Register (NHSCR) as part of the myaccount delivery for updating myaccount records.

It applies to the transfer process, from the point when a file is picked up from the N3 server (or received by Improvement Service on other media) through to when the records are successfully moved onto the NHSCR Copy and the file deleted (or media destroyed).

The Protocol does not over ride confidentiality or security obligations documented in contracts, SLA's, code of connections or Improvement Service policies. It only extracts the key points from various documents which are specific to this exercise, so that it is easier to communicate these to staff.

This protocol may be updated from time to time provided an Authorised Person from both parties agree in writing (including email).

### **Personal Data being Shared and Classification**

- UCRN (Unique Citizen Reference Number), Forename, Middle Name, Surname, Date of Birth, Gender, Date of Death, Mother's Birth Surname, Place of Birth and record ID
- Creations, Updates, Swaps, Merges and Deletions
- Individual records are 'Personal', collectively, the database is Personal Protect and security controls for bulk processing are set in line with HMG Business Impact Level 3.
- The classification Personal and Personal Protect mean that the information is to be protected from unauthorised access. Data processors must ensure only staff with business need to see the personal records are given access to the files or database.

### **Data Controller & Data Processors**

#### **1. Records in the NHSCR Copy**

- The Registrar General is the Data Controller of the records sent to Improvement Service for the purposes of the NHSCR Copy. The Improvement Service is acting as a data processor on the Registrar General's behalf for the records in the NHSCR Copy.

#### **2. Records in the My account system**

- Local Authorities are Data Controllers of myaccount records.
- Improvement Service is a Data Processor on behalf of Local Authorities for myaccount records.
- Atos is a Data Processor for the NHSCR as part of the NHS National IT Contract. Atos's involvement with myaccount begins when files coming from the Improvement Service are removed from the N3 SFTP at Atos for processing on the NHSCR and ends when files going to the Improvement Service are placed in the N3 SFTP by Atos. Atos do not process data in the NHSCR Copy or myaccount.

- Bright Solid and TCS are the Data Processors on behalf of Improvement Service. Brightsolid process the NHSCR Copy in as far as they will manage the physical transfer for the data into the myaccount system.

- Data Processors are not authorised to release any records to third parties without explicit approval from the Data Controller. This includes responding to Subject Access Requests (under the DPA) and Freedom of Information (Scotland) Requests (except in accordance with Appendix A part 4).
- Data Processors must ensure that they follow the standards laid down in this Handling Protocol and for making their staff aware of their obligations.
- Data Processors are not authorised to take a copy of the NHSCR Copy, update files, individual records or to carry out searches on named individuals.

#### **Approved Exchange Method(s)**

- Use of removable media is as a last resort and must be agreed by an NRS Authorised Person. It must be encrypted, risk assessed and authorised by the Improvement Service Information Security Contact prior to use. Transfer must be secure and traceable. Media must be collected by Improvement Service by a named individual and hand delivered to a named individual, not just anyone in a Department.
- Email exchanges must either use the GSx or equivalent secure network (this must be agreed by an NRS Authorised Person), or be encrypted
- SFTP transfers must use a secure NHS N3 connection. Data must be removed from Improvement Service SFTP servers within 4 hours of being loaded.
- All encryption must be at least 128b1t, FIPS 140-2 accredited.

#### **Transfer Process**

- The NHSCR service provider Atos will:
  - o Generate a CSV file on a scheduled basis as agreed with an NRS Authorised Person.
  - o Prepare files for transfer to Improvement Service. The preferred method is the secure SFTP server that resides on the NHS N3 network, If another method is used, Improvement Service will default to the handling standards in this document unless otherwise notified by an NRS Authorised Person.
  - o Notify Bright Solid by email (cc Improvement Service), that a file is available for pick up (or being delivered).
- Improvement Service will:
  - o Monitor file transfers

BrightSolid will:

- o Transfer files from the N3 server onto an IS server within 4 hours of receiving notification that it is ready
- o On confirmation that the file transfer is successful, delete the file on the N3 server
- o Notify NRS at [REDACTED] (and cc Improvement Service when the file has been transferred successfully and confirm that the original file on the N3 server has been deleted)
- o Notify TCS that the NHSCR file is ready for upload

- TCS will:
  - o Update the NHSCR Copy with the NHSCR file update on notification file is ready (this must be within 3 working days of receipt).
  - o Ensure the original NHSCR file is deleted within 5 working days of confirmation that the update has been completed successfully.
  - o Notify NRS at [REDACTED] (and cc Improvement Service ) to confirm the update is complete and file has been deleted (or mobile media if used).

## Retention, Disposal and Audit

- The original NHSCR file will be retained by Bright Solid, until after updates onto the NHSCR Copy are complete (which must take place within 3 working days of the file being received), then the file is deleted by them within 5 working days following confirmation no errors exist.
- Removable media must either be physically destroyed or degaussed (5 pass) before being reused. CD's can be cut into quarters or passed through a shredder. Confirmation of destruction must be sent to NRS at [REDACTED] (cc Improvement Service) by the party holding the media.
- NHSCR update files are moved rather than copied from server to server to minimize copies. Backups are not run on the SFTP servers so no additional copies exist.
- The Registrar General as Data Controller may request evidence from Data Processors to show that this Protocol is being followed.

**N3**

- Improvement Service will comply with the N3 Code of Connection.
- Access to the N3 SFTP server is restricted by IP address, an Improvement Service issued digital certificate, Unique User ID (last name and initial) and password.

**Passwords should be at a minimum of 12 characters long and no longer than 28.**

**Passwords should contain the following as a minimum:**

- alphabetic lowercase
- contain at least one alphabetic uppercase
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!@#\$%&'()\*+,-./:;<=>?@+\_-="~
- must NOT contain spaces
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- Improvement Service will ensure that only those with a business need will be authorised to access the N3 or the NHSCR Copy update files.
- Should the NRS choose to amend their information security standards for file transfers, this Protocol will be reviewed in order to ensure that it remains fully compliant.

## APPENDIX C: GLOSSARY

In this Agreement the following words, phrases and acronyms shall have the following meanings:

Authorised Person	-	the persons specified in Appendix A part 1.
myaccount	-	An electronic record held by the Improvement Service which contains personal details of a Service User. The myaccount is populated by data provided by a public sector organisation, or directly from a Service User, and if successfully validated against the "NHSCR Copy" the UCRN appended. A myaccount may be used to facilitate public sector organisation functions such as the national entitlement card, online sign-in and data quality improvement.
Data Controller	-	As defined in the Data Protection Act 1998.
Data Processor	-	As defined in the Data Protection Act 1998.
Data Protection Act 1998	DPA	-
National Health Service Central Register	NHSCR	The register of individuals held by the Registrar General under section 57 Local Electoral Administration and Registration Service (Scotland) Act 2006.
NHSCR Copy	-	The database processed by the Improvement Service on behalf of the Registrar General which contains data from the NHSCR consisting forename, middle name, surname, date of birth, gender, mother birth surname, place of birth, UCRN and date of death.
National Records of Scotland	NRS	A non-ministerial department of the Scottish Government headed by the Chief Executive who fulfills the roles of two non-ministerial offices holders – the Registrar General for Scotland and the Keeper of the Records of Scotland.
Parties	-	The Registrar General and the Local Authority.
Service User	-	An individual who is provided with a service from a public sector organisation.
Service User Data	-	Some or all of forename, middle name, surname, date of birth, gender, postcode mother birth surname and place of birth of a Service User.
Unique Citizen Reference Number	UCRN	A non-disclosive 19 digit number which is in most cases derived from the NHS number (civil birth registration number) using an algorithm.
Unique Property Reference number	UPRN	A unique number to identify an individual property record which is allocated and maintained by the relevant local authority.