**Joint Controller Information Sharing Agreement**

**Step into Health**

**Digital Platform**

**Made on <DATE>**

**Between:**

**THE NHS CONFEDERATION**

**and**

<**NHS EMPLOYER/ORGANISATION>**

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This Agreement is made between:

1. **The NHS Confederation,** a company limited by guarantee and registered at Companies House in England with company number 04358614 and with registered address 2nd Floor, 18 Smith Square, Westminster, London, SW1P 3HZ (“**the NHS Confederation**”); and
2. EMPLOYER> (“**the Employer**”)

together referred to in this Agreement as the **“Parties”** and each a **“Party”.**

# **INTRODUCTION**

* 1. The NHS Confederation has created the Digital Platform for the Step into Health Programme that all Parties have access to. The Digital Platform can be accessed and utilised by three different audiences: employers within the NHS (such as the Employer); Candidates from the Armed Forces community; and NHS Employers. The Digital Platform will enable:
     1. members of the Armed Forces community (Candidates) to register their interest in the Step into Health Programme and engage with the programme;
     2. real time and useful analysis of the interactions with Candidates and the Step into Health Programme for both NHS employers (including the Employer) at a local level and NHS Employers at a national level;
     3. NHS employer organisations (such as the Employer) to easily record their interactions with Candidates and track them through the programme; and
  2. the Parties and Candidates to message each other via the Digital Platform The NHS Confederation shall be responsible for designing, building, operating and maintaining the Digital Platform and leading the delivery of the Step into Health Programme. The NHS Confederation will give the Employer access to the Digital Platform and the Shared Personal Data for the Specified Purposes.
  3. This Agreement:
     1. applies only to the sharing of the Shared Personal Data, by the NHS Confederation to the Employer, for the Specified Purposes as set out in this Agreement (and the Terms and Conditions) and does not apply to any other data that may be exchanged between the Parties under any other agreements or for other purposes;
     2. aims to remove any potential barriers to and uncertainty about Personal Data sharing at both operational and managerial levels by setting out the requirements each Party must meet;
     3. aims to enable the secure and confidential sharing of the Shared Personal Data between the Parties in relation to (potential and successful) Candidates.
     4. describes roles and structures to support the exchange of the Shared Personal Data between the Parties;
     5. applies to the sharing of the Shared Personal Data via the Digital Platform and as otherwise agreed between the Parties in order to advance, develop and improve the Step into Health Programme;
     6. is designed to ensure that Data Subjects are, where appropriate, informed of the reasons why Personal Data about them may need to be shared and how this sharing will be managed;
     7. applies to the Processing of Shared Personal Data by the Parties’ Personnel; and,
     8. describes how complaints from Data Subjects relating to Personal Data sharing between the Parties will be investigated and resolved.
  4. The Parties acknowledge and agree that for the purposes of this Agreement:
     1. they are Joint Controllers in relation to the Shared Personal Data relating to Candidates contained on the Digital Platform;
     2. they are each independent Controllers in relation to the Shared Personal Data relating to Registered Users;
     3. the Employer will be an independent Controller of any Personal Data it copies from the Digital Platform, receives directly from a Candidate outside the Digital Platform, which shall fall outside the scope of this Agreement; and
     4. the Parties will be independent Controllers in relation to the Shared Personal Data provided to the NHS Confederation by the Employer in relation to the progress of Candidates and the success of the Step into Health Programme.

# **DEFINITIONS**

* 1. The definitions and rules of interpretation in this clause apply in this Agreement:

|  |  |
| --- | --- |
| **“Candidates”** | means the members of the Armed Forces community who have registered with the Step into Health Programme and have access to the Digital Platform; |
| **“Commencement Date”** | means the date set out at the top of this Agreement; |
| **“Commissioner”** | means the Information Commissioner (as defined in section 3(8) of the DPA 2018); |
| **“Controller”** | shall have the same meaning as set out in the Data Protection Laws; |
| **“Data Protection Laws”** | all applicable data protection and privacy laws in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (“**DPA 2018**”); the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other UK legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data; and the guidance and codes of practice issued by the Commissioner and applicable to a Party; |
| **“Data Subject”** | shall have the same meaning as set out in the Data Protection Laws; |
| **“Digital Platform”** | means the website created to deliver the requirements of the Step into Health Programme; |
| **“Joint Controller”** | has the meaning set out in Article 26 of the UK GDPR; |
| **“Lawful Bases for Sharing”** | means the lawful bases on which the Parties will share the Shared Personal Data as set out in Schedule 1; |
| **“Personal Data”** | shall have the same meaning as set out in the Data Protection Laws; |
| **“Personal Data Breach”** | shall have the same meaning as set out in the Data Protection Laws; |
| **“Personnel”** | means the Parties’ employees, voluntary staff, consultants, and other contractors and sub-contractors acting on behalf of any Party (whether or not the arrangements with such contractors and sub-contractors are subject to legally binding contracts) and such contractors’ and their sub-contractors’ Personnel; |
| **“Processing”** (including **“Processed”** and **“Process”**) | has the meaning given to it under the Data Protection Laws and for the purposes of this Agreement, it shall include both manual and automatic processing; |
| **“Processor”** | shall have the same meaning as set out in the Data Protection Laws; |
| **“Registered Users”** | means the Employer Personnel who have a registered account on the Digital Platform for the purposes of accessing the Shared Personal Data; |
| **“Security Breach”** | means: (a) a Personal Data Breach; or (b) a security breach relating to non-Personal Data reasonably determined by a Party to be sufficiently serious or substantial to give rise to a material risk of litigation by third parties affected by the breach; |
| **“Shared Personal Data”** | shall mean the Personal Data to be shared between the Parties as set out in Schedule 1 to this Agreement; |
| **“Specified Purpose”** | means the purpose for which the Shared Personal Data are shared between the Parties, set out in clause 3 of this Agreement; |
| **“Terms and Conditions”** | means the terms and conditions signed by the Employer governing its access to the Digital Platform and the Step into Health Programme; |
| **“UK GDPR”** | has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018. |

* 1. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, references to clauses and schedules are references to the clauses of and schedules to this Agreement.
  2. Any reference to any enactment or statutory provision shall be deemed to include a reference to the latest version of that enactment and any subordinate legislation made under it and the word ‘including’ shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word ‘include’ and its derivatives shall be construed accordingly.

# **COMMENCEMENT AND TERM**

This Agreement shall commence on the Commencement Date and shall continue in force unless and until terminated in accordance with clause 14.

# **DATA SHARING**

* 1. Each Party shall comply with all the obligations imposed on a Controller under the Data Protection Laws and shall not perform their obligations under this Agreement in such a way as to cause the other Party to breach any of its obligations under the Data Protection Laws.
  2. Schedule 1 sets out the types of Personal Data that will be shared (the Shared Personal Data), the purposes for which the Parties will share that Personal Data (the Specified Purposes) and the lawful bases under the Data Protection Laws that the Parties will rely on when sharing that Personal Data (the Lawful Bases for Sharing).
  3. Each Party will nominate an individual to act as their point of contact for matters concerning this Agreement. That individual will monitor ongoing compliance with this Agreement. The nominated individuals for each Party are set out in Schedule 2, but may be amended by notice from time to time.

# **PURPOSES OF DATA SHARING**

* 1. This data sharing initiative is necessary to enable the recruitment of members of the Armed Forces community into NHS organisations, providing them with employment opportunities, and enabling NHS organisations to fill their vacancies with appropriately qualified individuals, diversifying their workforce.
  2. The data will also enable Parties to have the ability to understand the number, age and UK Armed Forces community status of the Candidates engaging with the Step into Health Programme and which stage of the journey the Candidate is at. This is vital to evidencing the success of the Step into Health Programme both for the national co-ordination team and local employers.
  3. The Parties agree to only share the Shared Personal Data for the Specified Purposes set out in Schedule 1.

# **LAWFUL, FAIR AND TRANSPARENT PROCESSING**

* 1. Each Party shall ensure that:
     1. it Processes the Shared Personal Data fairly and lawfully during the Term;
     2. it only shares the Shared Personal Data with the other Party where it can satisfy the applicable Lawful Bases for Sharing;
     3. it only further Processes the Shared Personal Data on one or more of the legal bases set out in the Data Protection Laws; and
     4. where appropriate, it has all necessary consents in place to enable lawful transfer of the Shared Personal Data for the Specified Purposes.
  2. The NHS Confederation, as the lead Controller, shall be responsible for providing clear and sufficient information to Candidates, jointly on behalf of the Parties, in relation to the Processing of Shared Personal Data and in accordance with the Data Protection Laws, in a form similar or the same as that set out in Schedule 3 (which the NHS Confederation may update from time to time).
  3. The Parties are separately responsible for providing appropriate privacy information to Registered Users, in accordance with the Data Protection Laws.
  4. The Employer will be solely responsible for providing privacy information to Candidates in relation to any Personal Data it copies from the Digital Platform, receives directly from a Candidate outside the Digital Platform[, or receives directly from a Candidate through the direct messaging feature on the Digital Platform].

# **SECURITY**

* 1. The Parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:
     1. prevent unauthorised or unlawful Processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data; and
     2. ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected.
  2. No shared Personal Data is transferred between the Parties other than via the Digital Platform.

1. **PERSONNEL**
   1. Each Party shall take reasonable steps to ensure the reliability of any Personnel who have access to the Shared Personal Data, including by conducting reasonable background checks.
   2. The Employer shall ensure that:
      1. Personnel have entered into confidentiality agreements relating to the Processing of Shared Personal Data;
      2. only those Personnel involved in the recruitment of Candidates have access to the Digital Platform and the Shared Personal Data as a Registered User, and such access is granted on a strict need-to-know basis;
      3. it implements appropriate access controls to ensure the requirement at b) above is satisfied and audited, ensuring that access is removed once it is no longer required;
      4. supervisory checks are undertaken (frequency dependant on activity) to ensure that Personnel are working in accordance with agreed processes, policies and procedures, in line with best practice, and the obligations set out in this Agreement;
      5. where necessary, detailed written instructions providing a step by step guide for the Processing of Shared Personal Data should be produced for Personnel; and
      6. Personnel do not hold or store Shared Personal Data on their own personal computers or devices.
   3. The Employer takes responsibility for ensuring registered users from within its organisation remain current and remove access to its own users when they no longer require access or leave the organisation.

# **SECURITY BREACHES**

* 1. Each Party shall comply with its obligation to report a Personal Data Breach to the Commissioner and (where applicable) Data Subjects under the Data Protection Laws.
  2. If the NHS Confederation becomes aware of any actual or suspected Security Breach, which it considers is likely to affect the Employer, it will promptly notify the Employer’s nominated point of contact (as set out in Schedule 2), irrespective of whether there is a requirement to notify the Commissioner or Data Subjects.
  3. If the Employer becomes aware of any actual or suspected Security Breach, it shall promptly (and in any event within twenty-four (24) hours) notify the NHS Confederation’s nominated point of contact (as set out in Schedule 2), irrespective of whether there is a requirement to notify the Commissioner or Data Subjects.
  4. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

# **DATA QUALITY**

The Parties will take steps to ensure the quality of the Shared Personal Data and in the event that either Party becomes aware of any changes to the Shared Personal Data, or aware or suspects that any of the Shared Personal Data contains inaccuracies, it shall notify the other Party without undue delay.

# **DATA SUBJECTS’ RIGHTS AND COMPLAINTS**

* 1. The Parties shall use all reasonable endeavours to work together to resolve any dispute or complaint arising under this Agreement or in relation to the Processing of Shared Personal Data.
  2. In the event of a dispute or claim brought by the Commissioner concerning the Processing of Shared Personal Data against one or both of the Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
  3. The Parties acknowledge and agree that the NHS Confederation as lead Controller shall be responsible for dealing with requests, queries or complaints from Data Subjects, including subject access requests, relating to the Processing of the Shared Personal Data pursuant to this Agreement, and:
     1. if the Employer receives such a request, query or complaint then it will provide the NHS Confederation with a copy of the same as soon as reasonably possible to enable the NHS Confederation to discharge its obligations under this clause;
     2. if the NHS Confederation considers that it cannot deal entirely with the request, query or complaint without assistance from the Employer, then the Employer shall provide such assistance as is reasonable; and
     3. if in the handling of such request, query or complaint, the action taken by the NHS Confederation affects Shared Personal Data that have been or are being Processed by the Employer, the NHS Confederation shall notify the Employer of such action and require it to make any changes to its Processing activities as are necessary.
  4. The nominated point of contact for each Party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The nominated point of contact for each Party are detailed in Schedule 2.

# **DATA TRANSFERS**

The Employer shall not transfer any Shared Personal Data outside the UK unless it ensures that: (i) the transfer is to a country providing adequate protection pursuant to Article 45 of the UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) where neither (i) nor (ii) is applicable or appropriate, one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

# **MONITORING, AUDIT AND VARIATION**

* 1. The Parties shall review this Agreementsix (6) months after the Commencement Date and thereafter no less frequently than every twelve (12) months. The Parties may agree to amend this Agreement or terminate the Employer’s access to the Digital Platform depending on the outcome of this review.
  2. The review shall address the following issues:
     1. the operational effectiveness of the Agreement;
     2. any changes that may be required to the Agreement, such as due to changes in the Data Protection Laws or changes to the Step into Health Programme;
     3. any incidents of non-compliance or other such issues;
     4. any Personal Data Breaches involving the Shared Personal Data and whether they were handled in accordance with this Agreement and the Data Protection Laws;
     5. any other matters the Parties wish to discuss.
  3. Any changes or modifications to this Agreement that may be deemed necessary from time to time by the Parties, or requested by either Party, shall only be valid once issued in writing and signed by authorised representatives of both Parties.
  4. Once the Specified Purpose has been achieved or where there is a change in circumstances which necessitates an urgent review, this Agreement shall be reviewed promptly by the Parties.
  5. The Parties may together or individually audit the quality of information shared under this Agreement and the efficacy of the Agreement. The outcomes of such audit will be shared with the other Party.

# **TERM AND TERMINATION**

* 1. This Agreement will remain in full force and effect for as long as the Parties are sharing the Shared Personal Data for the Specified Purpose (**“Term”**).
  2. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination in order to protect the Personal Data will remain in full force and effect.
  3. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued 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 or expiry.

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# **RETENTION AND DISPOSAL OF SHARED PERSONAL DATA**

* 1. The retention and disposal of Shared Personal Data contained on the Digital Platform is the responsibility of the NHS Confederation. The Employer shall not take any steps to extract or delete any Shared Personal Data from the Digital Platform, but shall promptly notify the NHS Confederation if it believes that such information should be removed or deleted, setting out the reasons for such request, with the ultimate decision as to whether that information should be deleted resting with the NHS Confederation.
  2. Details of the retention of Shared Personal Data of Candidates on the Digital Platform are set out in the privacy notice which will be provided to Candidates by the NHS Confederation via the Step into Health system in a form the same or similar to that set out in Schedule 3.
  3. All Shared Personal Data stored outside of the Digital Platform will be stored and retained appropriately by the relevant Party in accordance with that Party’s storage and retention policies and procedures. Such storage and retention information will be provided by the relevant Party to Data Subjects in privacy notices or by such other means as are appropriate. Once that Shared Personal Data is no longer required and relevant retention periods have expired, the relevant Party shall ensure that it is securely and permanently deleted in accordance with that Party’s retention and disposal policies.

1. **NOTICE**
   1. Any notice or other communication given to a Party under or in connection with this Agreement must be in writing and delivered to the contacts set out in Schedule 2.
   2. Clause 17.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**SIGNATORIES**

**SIGNED** on and on behalf of **The** **NHS Confederation** by an individual who has the authority to sign this document on behalf of the organisation

|  |  |
| --- | --- |
| Signature |  |
| Name (PRINT) | Samuel Jonas |
| Role | Programme Lead, Step into Health |
| Date |  |

**SIGNED** on and on behalf of **<EMPLOYER>** by an individual who has the authority to sign this document on behalf of the organisation

|  |  |
| --- | --- |
| Signature |  |
| Name (PRINT) |  |
| Role |  |
| Date |  |

1. **: DATA SHARING PARTICULARS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Specified Purpose** | **Shared Personal Data** | **Disclosing Party** | **Lawful Bases for Sharing** |
| 1. Filling NHS vacancies by allowing the Employer to access information about Candidates who have uploaded their information to the Digital Platform and expressed a desire to work for the Employer. 2. Matching Candidates with potential employers, supporting the recruitment of members of the Armed Forces community into roles within the NHS. 3. Allowing the NHS Confederation to discharge its functions in relation to recruitment in the NHS, and in particular, groups which are under-represented in the NHS, such as the Armed Forces community. | Candidates: Name, contact details, date of birth, details of Armed Forces role (such as Armed Forces community description, service number, rank, date of leaving Armed Forces (if applicable), information about the types of roles interested in (such as, current location/location of interest, qualifications and type of role qualified to fill, areas of interest), source of referral, contacts and narratives | The NHS Confederation | Legitimate Interest |
| 1. Gathering data to assess the effectiveness of the Step into Health Programme. | aggregated data from the system that is anonymised | The Employer | N/A as no personal data shared but processed under Public Interest/Public Task |
| 1. Providing Employer Personnel with access to the Digital Platform. | Registered Users: Name, business email address | The Employer | Necessary for the performance of the employment contract (Article 6(1)(b) UK GDPR) |
| 1. The handling of any complaints, issues or requests in relation to the Shared Personal Data. | Candidates: Any information relevant to a complaint, issue or request.  Employer Personnel / Registered Users: Any information relevant to a complaint, issue or request. | The NHS Confederation / the Employer | Necessary for compliance with a legal obligation (Article 6(1)(c) UK GDPR)  Necessary for the performance of a task carried out in the public interest (Article 6(1)(e) UK GDPR and Section 8(a), DPA 2018 (the administration of justice) |

1. **: NOMINATED POINTS OF CONTACT**

|  |  |  |
| --- | --- | --- |
| **Party** | **Nominated point of contact** | **Contact details** |
| The NHS Confederation | Samuel Jonas | Samuel.Jonas@nhsemployers.org |
| The Employer | <INSERT> | <INSERT> |

1. **: PRIVACY NOTICE FOR STEP INTO HEALTH PROGRAMME**

This is an example privacy notice and may not reflect the current privacy notice made available to Candidates as part of the Step into Health Programme. An up-to-date copy of this privacy notice can be found here: <https://login.militarystepintohealth.nhs.uk/privacy>. The NHS Confederation may update the official privacy notice at any time.

**Step into Health Privacy Notice**

1. **What is the purpose of this privacy notice?**
   1. Protecting your privacy is very important to us. We want you to feel in control of your personal information and we want to be clear with you about the information we collect and how it is used.
   2. This privacy notice applies to all candidates who sign up to be part of the Step into Health programme. This privacy notice explains how we use any personal information we collect about you when you contact us by phone, email, letter, complete online forms, attend any of our events or when you use the Step into Health digital platform.
   3. It is important that you read this statement so that you know how and why we use information about you. It is also important that you inform us of any changes to your personal information so that the information which we hold about you is accurate and up to date.
2. **What is the Step into Health programme?**
   1. The Step into Health programme supports employers in the NHS to recruit from the Armed Forces community (service leavers, veterans, reservists and partners or dependents of regular personnel) by providing tailored access routes to employment and training opportunities. As part of this work the team at NHS Employers (which is part of the NHS Confederation) provides tools, guidance and support to NHS organisations so they can engage with the Armed Forces community and therefore have a more representative workforce. By employing across diverse groups, the NHS can seek to address its workforce supply issues and improve patient care as well as the overall performance of its workforce.
   2. For more information about this programme, please visit: [www.militarystepintohealth.nhs.uk](http://www.militaystepintohealth.nhs.uk/)
3. **Who we are**
   1. We are the NHS Confederation, a charity and membership organisation, which includes NHS Employers, NHS Clinical Commissioners, the Mental Health Network, the Independent Healthcare Providers Network, the Welsh NHS Confederation and Northern Ireland Confederation. We operate a trading subsidiary, The NHS Confederation (Services) Company Limited, together they form the NHS Confederation group.
   2. The NHS Confederation’s registered office is: 2nd Floor, 18 Smith Square, Westminster, London, SW1P 3HZ, and we are a registered Charity in England and Wales under number 1090329 and company number 04358614. We are registered with the Information Commissioner's Office as a “data controller”.
   3. If you have any questions or concerns about our use of your personal data, you can contact our designated Data Protection Lead via the following methods:

**Email:** dataprotection@nhsconfed.org  
**Tel:** 0207 799 6666  
**Fax:** 0844 774 4319

* 1. If you access our digital Step into Health platform and agree that certain NHS employer organisations can view your details in relation to potential recruitment opportunities, we will share some information about you with those NHS employer organisations. In such instances, those NHS employer organisations will be acting as a “joint” data controller of your personal data and will comply with the requirements set out in this privacy notice.

1. **What types of data we collect**
   1. We may collect the following types of information about you as part of your interest and involvement in the Step into Health programme:

* **Personal details**, such as your name and date of birth
* **Contact details,** such as your email address
* **Information about your role as part of the Armed Forces community,** such as whether you are currently serving, a service leaver, veteran, cadet force adult volunteer, reservist and partners or a dependent of regular personnel.
* If you are currently serving or a service leaver, **information about your current or former position,** such as your service number, rank, military branch and leaving date.
* **Information about the roles and locations you are interested in**, such as your preferred location(s), job type, role area of interest, type of work you are looking for and qualifications.
* **The source of your referral**

1. **How we collect your personal data**
   1. Most of the information we collect comes directly from you, such as through correspondence you send us and through your engagement with the Step into Health programme. We may also receive information about the progress of your recruitment journey from NHS employer organisations you are engaging with.
2. **How we use your personal data and why**
   1. We collect personal data about you for different purposes, and for each of those purposes, we need a “lawful basis”, which are set out in the UK data protection legislation. We have set out below the different purposes for which we collect and use your personal data, along with the lawful bases on which we rely.

|  |  |
| --- | --- |
| **Why we use your information** | **Our main lawful bases for using your information** |
| 1. To **communicate with you** and respond to you when you contact us about the Step into Health platform 2. To **create a user account** for you on our Step into Health platform 3. To **connect you with potential NHS employer organisations**, at your request | **Legitimate interests:** We have a legitimate interest in reducing the number of vacancies in the NHS, ensuring those vacancies are filled with people with the relevant skills and experience and ensuring the NHS represents all aspects of the local population. |
| 1. To **follow your career path** and monitor your progress as you go through the recruitment process 2. To **analyse the effectiveness** of our recruitment campaigns and the Step into Health programme as a whole   The ability to understand the number and demographics of the candidates engaging with the Step into Health programme and, which stage of the journey the candidate is in, is vital to evidencing the success of Step into Health both for the national co-ordination team and local employer. | **Legitimate interests**: We have a legitimate interest in ensuring the Step into Health programme is fit for purpose and making any necessary changes. |

* 1. We do not undertake any automated decision making or profiling.

1. **Who we share your information with**
   1. The NHS Confederation will not sell your information to any third party.
   2. Your data will be available to the NHS employer organisations that you have agreed to share your data with. A complete list of NHS employer organisations who use the Step into Health programme can be provided on request.

We may also share your information with third parties who help to manage the Step into Health programme and the digital platform.

1. **Transfer of your data outside the UK**
   1. In some cases we may process your personal data outside the UK or the European Economic Area (EEA) where countries may not have laws which protect your personal data to the same extent as in the UK. We ensure that your personal data is processed securely and is protected against unauthorised access, loss or destruction, unlawful processing and any processing which is inconsistent with the purposes set out in this privacy notice.
2. **How long will we keep your data**
   1. We will keep your personal data for as long as you continue to be registered with the Step into Health programme and may retain it longer if it is reasonably necessary to fulfil any legal requirements.
   2. If you decide you no longer wish to be registered with the Step into Health programme, we will delete your personal data, but retain an anonymous record that includes the outcomes of your engagement. This record cannot be traced back to you.
3. **How we protect your data**
   1. We take the security of your personal information seriously. We have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect and hold about you. For example, we have adopted internal data protection procedures and trained our staff on them with a view to preventing breaches of security.
   2. We take all reasonable steps to protect any personal information you submit via the website. However, as our website is part of the internet, which is inherently insecure, we cannot guarantee the information you supply will not be intercepted while being transmitted over the internet.
   3. Our website may, from time to time, contain links to third party websites. If you follow a link to any of these websites, please note that these websites will have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.
4. **Your rights**
   1. Under certain circumstances, by law you have the right to:

* **Request access to your personal information** (commonly known as a “subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
* **Request correction of the personal information that we hold about you**. This enables you to ask for any incomplete or inaccurate information we hold about you to be corrected. In some circumstances this means we would note that there is a disagreement in views between you and us.
* **Request erasure of your personal information in certain circumstances**. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
* **Object to processing of your personal information** if we are relying on a legitimate interest (or those of a third party) as our lawful basis for processing and there is something about your particular situation which leads you to object to processing on this ground. You also have the right to object if we are processing your personal information for direct marketing purposes.
* **Ask us to restrict the processing of your personal information.** This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
  1. If you want to exercise any of these rights, please contact: [dataprotection@nhsconfed.org](mailto:dataprotection@nhsconfed.org).

1. **What to do if you have a complaint or concern**
   1. If you have any concerns about how and why we are processing your personal information, please do get in touch with us using the contact details above. We want to try to resolve any concern that you may have as quickly and simply as possible.
   2. For independent advice about data protection, privacy, e-privacy and data sharing issues, you can contact the Information Commissioner’s Office (“ICO”). Lots of useful information is accessible on the ICO’s website: [www.ico.org.uk](http://www.ico.org.uk). You can also complain to the ICO, using the contact details below, if you are not satisfied with the way in which we use your information.

**Address:** Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

**Tel:** 0303 123 1113

**Email:** casework@ico.org.uk

1. **Changes to this privacy notice**
   1. We reserve the right to update this privacy notice at any time so you may wish to check it each time you submit personal information to us. We will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.
   2. The date of the most recent version of this privacy notice will appear on this webpage.

This privacy notice was last updated on 10 February 2023.