WEST MIDLANDS RADIOTHERAPY OPERATIONAL DELIVERY NETWORK

MEMORANDUM OF UNDERSTANDING

1. This **MEMORANDUM OF UNDERSTANDING (MoU)** is made **BETWEEN:**

1) Shrewsbury and Telford Hospital NHS Trust;

2) The Royal Wolverhampton Hospitals NHS Trust;

3) University Hospitals Birmingham NHS Foundation Trust;

4) University Hospitals Coventry and Warwickshire NHS Trust;

5) University Hospitals of North Midlands NHS Trust; and

6) Worcester Acute Hospitals NHS Trust.

together referred to in this document as **"the Parties".**

2. CLARIFICATION STATEMENT

2.1 Each provider within the Operational Delivery Network (ODN) will be required to agree a Memorandum of Understanding (MOU), or equivalent written agreement. This will set out how the ODN and Network Oversight Group (NOG) will function, including how it will develop and agree its annual work programme, audit and benchmarking arrangements and how the Network Oversight Group fits into existing and established provider and commissioner governance arrangements. The MOU must have the agreement of the Cancer Alliance covered by the ODN and the relevant local commissioner.

2.2 This MoU is intended to meet the requirement for the Parties to have a signed agreement as described in the Service Specification: Adult External Beam Radiotherapy Services Delivered as Part of a Radiotherapy Network (170091S) published by NHS England and included in the Parties' individual Acute Service Contracts with NHS England for 2024-25.

2.3 This MoU is not intended to be legally enforceable; however, the Parties shall endeavour to adhere to its principles wherever practicable and mutually beneficial.

2.4 This MoU may be supplemented or replaced by additional agreements as required.

3. BACKGROUND

3.1 In January 2019, NHS England published two service specifications for NHS radiotherapy serves: Adult External Beam Radiotherapy Services Delivered as Part

of a Radiotherapy Network (NHS England Ref 170091S) and Operational Delivery Networks for adult radiotherapy services (NHS England Ref: 170092S). The Specifications require all NHS providers of radiotherapy services to be a member of a Radiotherapy Operational Delivery Network (ODN) and Network Oversight Group. The specifications require the Parties to be members of the West Midlands Radiotherapy ODN.

3.2 In March 2019, NHS England and the West Midlands Cancer Alliance invited the Parties individually to submit Expressions of Interest to host the West Midlands Radiotherapy ODN.

3.3 University Hospitals Coventry and Warwickshire NHS Trust (UHCW) was selected to host the West Midlands Radiotherapy ODN.

3.4 A new Radiotherapy Network service specification is expected to be published by NHS England in 2024-25. This sets out the purpose of the network and its objectives:

- Improve access across the network to modern, advanced and innovative radiotherapy techniques.
- Improve the experience of care by ensuring that service users will be managed by an experienced multi-professional tumour specific subspecialist team.
- Increase participation in research and clinical trials.
- Reduce variation in quality by adopting standardised best practice protocols.
- Review service provision on a regular basis to ensure optimal access arrangements.
- Reduce variation in equipment utilisation, subject to workforce availability.
- Undertake local workforce planning activities, ensuring a joined-up plan or programme is in place.
- Plan and co-ordinate the incorporation of new and innovative technologies into local services – for example, ProKnow and AI solutions.
- Undertake activities to ensure compliance with national waiting times standards for radiotherapy.

3.5 The West Midlands Cancer Alliance (WMCA) has a responsibility to look at the whole cancer pathway for people living in the West Midlands, including radiotherapy. The WMCA's relationship with the ODN is outlined further in section 6.

4. PURPOSE OF AGREEMENT

4.1 This MoU sets out how the West Midlands Radiotherapy ODN and Network Oversight Group will function, including how it will develop and agree its annual work programme and how the Network Oversight Group fits into existing and established provider and commissioner governance arrangements.

5. WEST MIDLANDS RADIOTHERAPY OPERATIONAL DELIVERY NETWORK

5.1 The Parties collectively will constitute the West Midlands Radiotherapy ODN and will be expected to engage and to contribute positively to the success of the Radiotherapy ODN.

5.2 In line with the draft 2024-25 network service specification, each network should have a team to support its work that provides clinical leadership, management and administrative support. Networks should also have arrangements for analytical and business intelligence support. Commissioners must ensure as part of the annual planning process that the scale of resource made available to networks is sufficient to support the agreed programme of work. The capacity of the network to deliver its programme of work does not reside solely in the network team but also in the support of all network members including its commissioners.

5.3 The draft 2024-25 specification indicates that as part of the annual planning process, commissioners must ensure that:

(i) The scale of resource made available to networks is sufficient to support the agreed programme of work.

(ii) networks have access to the data they need and the analytical capacity and capability to turn this into actionable improvement programme.

5.4 The Radiotherapy ODN infrastructure will be hosted by University Hospitals Coventry and Warwickshire NHS Trust. UHCW will take all reasonable steps to make sure Radiotherapy ODN infrastructure posts are appointed to.

5.5 Radiotherapy ODN infrastructure posts will normally be based at the premises of the University Hospitals Coventry and Warwickshire NHS Trust. If an individual Radiotherapy ODN infrastructure post holder wishes to be based at one of the other Parties' premises or at home, then reasonable steps will be taken by UHCW to explore this possibility. No additional payments can be made to support individual posts based outside of UHCW.

5.6 A budget code is assigned to the Radiotherapy ODN infrastructure monies within the Core Services Group. The Chief Medical Officer will be responsible and accountable for the management of Radiotherapy ODN infrastructure posts and budget within University Hospitals Coventry and Warwickshire NHS Trust.

6. WEST MIDLANDS RADIOTHERAPY NETWORK OVERSIGHT GROUP (NOG)

6.1 A West Midlands Network Oversight Group (NOG) will be formed, to oversee the achievement of NHS England's vision and ambitions for the modernisation of radiotherapy services. This NOG is described as a 'Board' in the National Service Specification Adult External Beam Radiotherapy Services Delivered as Part of a Radiotherapy Network.

6.2 The draft 2024-25 network service specification states: "Governance arrangements must provide clear accountability to commissioners at system level (with links to all relevant ICSs) and region as appropriate for both network delivery and commissioning responsibilities. Local arrangements to achieve this should be clearly documented within the network's terms of reference. Networks will be responsible to ICBs for the management of local pathways and delivery of locally agreed targets.

This should be set out in memoranda of understanding between ICBs, providers and the network".

6.3 "The network will be accountable to the regional team of NHSE via the appropriate board within the Region including any multi-ICB decision bodies established. A single network plan and deliverables should be agreed with all ICBs within the network's geography and signed off by the region. Networks will be expected to provide regular reports and have regular reviews with NHSE regional teams. The network's authority to act on behalf of its commissioners and members will be set out clearly within the network memorandum of understanding and where necessary clarified within the agreed annual plan".

6.4 The NOG membership will include representatives from the Radiotherapy Expert Advisory Group (which is supported by, accountable to and reports to the West Midlands Cancer Alliance). These EAG representatives do not represent their own individual organisation but act as clinical experts.

6.5 The Radiotherapy EAG will escalate to and work with the NOG to facilitate the work of the EAG. There therefore needs to be a close working relationship and strong partnership working between the Radiotherapy ODN and the West Midlands Cancer Alliance.

6.6 Terms of Reference for the West Midlands Network Oversight Group (NOG) will be reviewed on a 3 yearly basis, or more often as required. This includes details about the chairing arrangements for the NOG.

7. ANNUAL WORK PROGRAMME

7.1 The Network Oversight Group will agree an annual workplan with its commissioners and ensure that this has the approval of the relevant Cancer Alliance. This will reflect national, regional and local priorities.

7.2 The Network Oversight Group monitor progress against the workplan and will hold members to account for the successful delivery of the workplan.

7.3 The Network Oversight Group will publish an annual report detailing its activities, accounts and delivery against the agreed annual plan.

8. GOVERNANCE ARRANGEMENTS

8.1 The West Midlands Radiotherapy Network Oversight Group complements into existing and established provider and commissioner governance arrangements. Those arrangements for each of the Parties are set out in Schedule 1 to this MoU.

8.2 ODNs do not manage risk independently, but within a system of national, regional and system level arrangements. ODNs support risk identification, assessment, mitigation and may facilitate any agreed response. Specific local risk management arrangements and governance processes should be managed locally. Escalation processes for risks/quality concerns within the system will be through agreed systems and regional processes:

a) Discussion at NOG meetings

b) Quarterly highlight reports to NHS England specialised commissioners

c) Ad hoc escalation to NHS England specialised commissioners for more urgent/high risk issues and quality concerns

d) Monthly highlight reports to WMCA

9 PRINCIPLES AND BEHAVIOURS

9.1 The West Midlands Radiotherapy ODN will be clinically led (all professions) and put the patient at the heart of everything it does.

9.2 The West Midlands Radiotherapy ODN will build on the strengths of the Parties' radiotherapy departments to deliver the requirements of The Specifications.

9.3 Through the West Midlands Radiotherapy ODN, the Parties will promote and develop mutual co-operation and support in the fields of clinical services, medical research and staff education.

9.4 The Parties commit to sharing data and information with respect to their radiotherapy services requested by the West Midlands Radiotherapy ODN to the level of detail required and within the agreed reasonable timescales.

9.5 The Parties will make sure that there are contingency plans and arrangements for the management of Service Users during periods of staff shortage and machine maintenance and breakdown should be in place

9.6 The Parties will commit to support consistent messaging from the West Midlands Radiotherapy ODN.

9.7 In general terms the Parties commit to the following behaviours:

a) Act reasonably, with respect and in good faith.

b) Work collaboratively as equals supporting each other.

c) Be accountable for their individual actions and responsibilities.

d) Communicate well and in a coordinated and, where required, confidential manner.

e) Share all relevant information or intelligence as require within agreed timescales.

f) Make all reasonable efforts to attend meetings; and

g) Take the necessary steps to deliver the agreed Work Programme.

10 CONFIDENTIALITY

10.1 All operational, performance, finance and quality information disclosed by the Parties is to be considered confidential unless explicitly stated otherwise. Specific data sharing agreements will be put in place as required.

10.2 The Parties agree that they will not use any confidential or any other information for purposes other than furthering the interests of the ODN.

10.3 The agreement to maintain confidentiality will survive the termination of this agreement or the departure of any of its members for a period of three years.

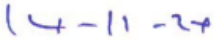
11 TERM

11.1 This MoU will take effect from the last date of its signing by each of its Parties and will remain in force until April 2027. It may be terminated at any time with three months' written notice from any Party.

11.2 Should external policy factors change the context in which the ODN operates, it may be necessary to review this MoU sooner.

11.3 This MoU may be reviewed or extended for a further period at any time with the prior written agreement and authorised signature of the Parties.

12 SIGNATORIES

1. Shrewsbury and Telford Hospital NHS Trust		
Jo Williams Interim Chief Executive Officer	 Signature:	Date: 03/10/2024
2. The Royal Wolverhampton Hospitals NHS Trust		
Brian McKaig Chief Medical Officer	 Signature:	Date: 17/6/25
3. University Hospitals Birmingham NHS Foundation Trust		
Jonathan Brotherton Chief Executive Officer	 Signature:	Date: 15/7/25
4. University Hospitals Coventry and Warwickshire NHS Trust		
Andrew Hardy Chief Executive Officer	 Signature:	 Date:
5. University Hospitals of North Midlands NHS Trust		
Simon Constable Chief Executive Officer	Signature: 	Date: 11.12.24
6. Worcester Acute Hospitals NHS Trust		
Glen Burley Chief Executive Officer	 Signature:	Date: 30 August 2024

SCHEDULE 1

PARTY GOVERNANCE ARRANGEMENTS

Party	**Where is radiotherapy considered as part of the trust's internal governance arrangements?**	**Name, role and email of senior decision-maker and deputy who will represent the trust at the Network Oversight Group**
Shrewsbury and Telford Hospital NHS Trust	Department Governance Meeting through to Divisional Committee Meeting and through to Execs	Main rep: Lisa Challinor Role: Divisional Director of Operations Email: Lisa.challinor5@nhs.net Deputy: Andrena Weston Role: Acting Divisional Director of Operations Email: Andrena.weston1@nhs.net
The Royal Wolverhampton Hospitals NHS Trust		Main rep: Helen Boyce Role: Group Manager Email: helenboyce@nhs.net Deputy: Melissa Cowell Role: Head of Radiotherapy Email: melissa.cowell3@nhs.net
University Hospitals Birmingham NHS Foundation Trust	CDG10 Quality and Safety monthly meetings	Main rep: Karen Hope Role: Associate Director of Operations Email:karen.hope2@uhb.nhs.uk Deputy: Rosemary Simmons Role: Radiotherapy Lead Manager Email:rosemary.simmons@uhb.nhs.uk

University Hospitals Coventry and Warwickshire NHS Trust	Medicine B governance meeting Not routinely discussed at UHCW cancer board	Main rep: Sarah Moulton Role: Group Director of Operations Email: Sarah.moulton@uhcw.nhs.uk Or Deputy: Lacey Bennett Role: Deputy Group Director of Operations Email: lacey.bennett@uhcw.nhs.uk
University Hospitals of North Midlands NHS Trust	Governance is passed through the Directorate to the Division to the execs	Main rep: Amanda Markall Role: Deputy COO Planned Care Email: mandy.markall@uhnm.nhs.net Deputy: Beccy Kirkham Role: Director of Operations Network Division Email: beccykirkham@uhnm.nhs.net
Worcester Acute Hospitals NHS Trust	Part of Haematology and Oncology Directorate that reports through Divisional (SCSD) Clinical Governance meetings	Main rep: Helen Jarvie Role: Divisional Director of Operations, Specialised Clinical Services Division Email: helen.jarvie1@nhs.net Deputy: Kate Winwood Role: Deputy Director of Operations SCSD Email: kate.winwood2@nhs.net

West Midlands Radiotherapy Operational Delivery Network Data Sharing Agreement

Document version control

Version	Date	Author	Summary of changes
0.1	16.04.2020	Linda Farthing – WM RT ODN Manager	Initial draft.
0.2	28.04.2020	Linda Farthing – WM RT ODN Manager	Updates based on WM Regional Image Sharing Agreement.
0.3	29.07.2020	Harjit Matharu – Head of Information Governance (UHCW)	Review and update, addition of DPIA.
0.4	03.08.2020	Linda Farthing – WM RT ODN Manager	Review and amendments.
0.5	24.9.2020	Linda Farthing – WM RT ODN Manager	Updated following regional feedback.
0.6	03.11.2020	Linda Farthing – WM RT ODN Manager	Added comments from SaTH. Updated DSP (B32)
0.71 (FINAL)	11.12.2020	Linda Farthing – WM RT ODN Manager	Added comments from UHB.
2.0	04.01.2023	Gemma Allen – WM RT ODN Manager and Harjit Matharu – Head of Information Governance	Update of DSA to NHS Transformation Directorate template.
2.1	17.01.2023	Gemma Allen – WM RT ODN Manager	Update to Appendix (DPIA section D & B26)
2.2	17.7.2024	Patricia Barnett – WM ODN Network Manager Harjit Matharu-Parker – Associate Director of Information Governance	Removal of DPIA and updating individual names/roles. Amalgamation of MOU and DSA.

Related documents

Title	Owner	Location
West Midlands Memorandum of Understanding (MoU)	WM RT ODN Manager	WM ODN shared file \masterdocuments\ WM_RT_ODN_MoU_v1.0 signed.pdf
Adult External Beam Radiotherapy Services Delivered as Part of a Radiotherapy Network. Service Specification No. 170091S	NHS England	WM ODN shared file \masterdocuments\External-Beam-Radiotherapy- services-delivered-as-part- of-a-radiotherapy-Network.pdf
Draft Radiotherapy Network Service Specification	NHS England	WM Network shared file

This Data Sharing Agreement is made on 17th July 2024	
1	**Between:** 1) Shrewsbury and Telford Hospital NHS Trust (SaTH). 2) The Royal Wolverhampton NHS Trust (RWH). 3) University Hospitals of Birmingham NHS Foundation Trust (UHB). 4) University Hospitals of Coventry and Warwickshire NHS Trust (UHCW). 5) University Hospitals of North Midlands NHS Trust (UHNM). 6) Worcester Acute Hospitals NHS Trust (WAH).
2	**Purpose, objectives of the information sharing:** This Data Sharing Agreement (DSA) is an integral supplement to the Memorandum of Understanding (MoU) between each participating NHS Trust that comprises the West Midlands Radiotherapy Operational Delivery Network (WM RT ODN). This DSA is combined with the MoU and will be signed by the Caldicott Guardian, Chief Executive or the appropriate nominee for each of the parties of the MoU. This DSA covers the sharing of images and patient data for the purposes of delivering direct clinical care within the oncology and radiotherapy services of the West Midlands. Under this DSA, the primary service (disclosing party) is required to share certain patient identifiable confidential information, consisting of personal data and special category data, as set out in this DSA. The receiving party agrees to use the shared personal data only for processing in accordance with the terms of this Agreement from the date on which this it is entered into and until it is terminated or superseded. This document is to provide support and guidance across the West Midlands RT ODN for the sharing of patient confidential information to provide efficient and effective healthcare, whilst preserving the privacy of the individual, and maintaining confidentiality. Please note that the terms ‘data’ and ‘information’ are used synonymously in this document. Purpose: **1)** Peer Review - Where a clinician at service A has approached a clinician at service B to provide feedback. Effective peer review requires identifiable patient data, to ensure the correct patient treatment is being reviewed and is appropriate for the medical history disclosed. [Note: each radiotherapy service is already mandated to submit patient activity data (RTDS) to Public Health England (PHE).]

The disclosing party will be responsible for ensuring

- Requesting peer support and review of patient plan details.
- Accuracy of patient data.
- Partner organisation / individual clinician is aware of request for collaboration.
- Minimum data is included.

The receiving party will be responsible for

- Supporting the request for peer review.
- Providing documented feedback on decisions made.
- Good housekeeping of shared data.
- No unnecessary patient data storage.

2) Patient management during radiotherapy treatments - This may be required to support lone consultants or services that are seeking advice or mutual aid.

For patients being treated under the supervision of a remote clinician, where treatment is delivered closer to home, there will be a requirement to access patient data for patient management.

This will include key aspects of patient pathways

- Consent to treatment.
- Radiation dose and fractionation.
- Plan approval.
- Symptom control.

3) Patient referral pathway audit - Will be undertaken through the sharing of anonymised data.

This agreement supports the audit to assess, evaluate and improve the care of patients of the function of radiotherapy services of the West Midlands and to ensure:

- Compliance with the radiotherapy service specification.
- Compliance with regional or national protocols.
- Learning and support quality improvements within each of the WM RT ODN services, including ProKnow.
- Each party will be responsible for ensuring that any data shared for this purpose is fully anonymised in accordance with best practice guidance by the ICO.

<table>
<tr><td></td><td colspan="2">Objectives:
1) Provide a framework in which to establish and regulate working practices.
2) Provide direction to ensure that the sharing of confidential or sensitive information for the purposes of direct clinical care is justifiable and lawful.
3) Set clear rules and governance processes in place for all staff within the radiotherapy services of the West Midlands that handle or need to share confidential or sensitive information.
4) Increase the ability of the WM RT ODN to share relevant information required for the delivery of direct clinical care appropriately, effectively, legally and securely.
5) Document the purpose of the information sharing, what information will be shared, which organisations the information can be shared with, who can have access, how information rights and obligations will be met, what information security controls will be in place to ensure the confidentiality, integrity, accuracy and availability of information and effective life cycle management of shared information.</td></tr>
<tr><td>3</td><td colspan="2">Data Controller/s
1) Shrewsbury and Telford Hospital NHS Trust (SaTH).
2) The Royal Wolverhampton NHS Trust (RWH).
3) University Hospitals of Birmingham NHS Foundation Trust (UHB).
4) University Hospitals of Coventry and Warwickshire NHS Trust (UHCW).
5) University Hospitals of North Midlands NHS Trust (UHNM).
6) Worcester Acute Hospitals NHS Trust (WAH).</td></tr>
<tr><td>4</td><td colspan="2">Processor/s
Not applicable.</td></tr>
<tr><td rowspan="3">5</td><td colspan="2">Data items to be processed</td></tr>
<tr><td>Detail Item</td><td>Justification (including confirmation of signed DPIA where applicable)</td></tr>
<tr><td>Patient demographic data</td><td>Name, address, postcode, telephone number(s), date of birth, NHS number, gender, GP details</td></tr>
</table>

	Patient clinical details	Clinical details relating to the patient and the condition being treated by the ODN partner organisation. Treatments and medications.
6	**Article 6 Condition – Personal Data** [Specify which Article 6 condition (legal basis) is met]	
	Legal Basis (one of these must apply whenever you process personal data)	**Tick which one is being used**
	(a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.	
	(b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.	
	(c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).	
	(d) Vital interests: the processing is necessary to protect someone's life.	
	(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.	✓
	(f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)	
7	**Article 9 condition – Special Categories of Personal Data** [Specify here which Article 9 condition is met - a summary of the most likely conditions	

	is provided below.]	
	Conditions for processing special category data	**Tick which one you are using**
	(a) Explicit consent: (the data subject has given explicit consent to the processing of those personal data for one or more specified purposes).	
	(b) Employment and social security and social protection (processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law).	
	(c) Vital interests: (to protect the vital interests of the data subject, who cannot give consent (life or death situations).	
	(d) Not-for-profit-bodies: (processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body).	
	(e) Made public by the data subject (processing relates to personal data which are manifestly made public by the data subject).	
	(f) Legal claims or judicial acts (processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity).	
	(g) Reasons of substantial public interest (with a basis in law): (which shall be proportionate to the purpose and, respect the essence of the right to data protection).	

	(**h**) **Health or social care (with a basis in law)**: (preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services).	✓
	(i) Public health (with a basis in law): (protecting against serious internal or cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices)	
	(j) Archiving, research and statistics (with a basis in law): (archiving purposes in the public interest, scientific or historical research purposes or statistical purposes)	
	Please state (and indicate) below if you are processing data based on Schedule 1, Part 1, Data Protection Act 2018: Yes.	

8	**Individual rights and preferences**	
	Individual right	**Indicate how the right will be managed or why it is not applicable**
	The right to be informed	Each partner organisation has a privacy notice on their website explaining the following about personal data: what types is collected, where it came from, why it is collected, how it will be used, who it will be shared with and why, and the retention periods. People's information rights ae included on the website, and the accompanying contacts for the Data Protection Officer and how to make a subject access request.
	The right of access	The process for individual rights (the right of access) is available on each partner organisation's website.
	The right to rectification	The process for individual rights (the right to rectification) is available on each partner organisation's

		website.
	The right to erasure	The process for individual rights (the right to erasure, if applicable) is available on each partner organisation's website.
	The right to restrict processing	The process for individual rights (the right to restrict processing) is available on each partner organisation's website.
	The right to portability	The process for individual rights (the right to portability) is available on each partner organisation's website.
	The right to object	The process for individual rights (the right to object, if applicable) is available on each partner organisation's website.
	Rights in relation to automated decision-making profiling	The process for individual rights (the rights in relation to automated profiling, if applicable) is available on each partner organisation's website.
	Please state below how any complaints will be managed that are raised regarding the proposed data sharing: All the partner organisations listed in this Agreement will comply with the national NHS Complaint Standards, that set out how organisations providing NHS services should approach complaint handling. All partner organisations will have a Complaints department for the formal handling of complaints. **Does the National Data Opt-out apply to proposed purpose/s for data sharing?** ~~Yes~~ / No / ~~Not Applicable~~ (The sharing of information is for direct care purposes). **If yes, please state how these will be managed:**	
9	**Compliance with duty of confidentiality / right to privacy** The legitimate ground overriding the common law duty of confidentiality owed by each individual accessing the shared personal data from another organisation is the concept of 'implied consent'. The participating NHS Trusts in this DSA can only share patient data if they are	

	satisfied that the sharing is: • Fair, • Lawful, and • Proportionate These principles apply irrespective of the existence of this DSA. Each service within the WM RT ODN who wishes to share information, must ensure that they have the appropriate access, technical and physical security controls in place, to the required NHS standards. **Is there any interference with Human Rights Article 8?** ~~Yes~~ / No / ~~Not Applicable~~ **If yes, document why it is necessary to interfere with Human Rights and proportionate to do so:**
10	**Transparency** The personal data that is collected and shared will be explained on each partner organisation's website. There is also information in the public domain on the dedicated NHS West Midlands Cancer Alliance and the forthcoming Radiotherapy Network website that explains how the Radiotherapy Operational Delivery Network works.
11	**How will the data sharing be carried out?** Patient data is currently shared between the NHS organisations as listed in this DSA to enable the provision of direct patient care under the Health and Social Care Act 2015. This also stipulates the use of the NHS number to identify patients and requires that only relevant patient information is made available. The Radiotherapy services of the West Midlands will share personal information with other organisations within the RT ODN where it is necessary to do so for the provision of direct clinical health care, including: • multi-professional assessment of individual radiotherapy target delineation, • multi-professional assessment of individual radiotherapy plan dosimetry, • to improve the quality of radiotherapy services, • to co-ordinate the services necessary to achieve appropriate Radiotherapy delivery, • to provide professionals with the information they need to deliver treatment, • to measure and conduct local audits of each service. Information and data sharing across the RT ODN is key to ensuring equity of patient care and robust governance. Patient identifiable data is required for aspects of direct clinical care. Data sharing will occur across ODN using video conferencing software

	(e.g., MS Teams) or via secure NHS email. Patient identifiable data must not be saved or stored other than by the healthcare professional, who is responsible for the patient care, within existing local health care system(s). For the avoidance of doubt, healthcare professionals are allowed to share their video platform screen (e.g., MS Teams) with their colleagues provided no patient identifiable data is retained by the video platform which would trigger applicable retention periods to apply. All staff of the Radiotherapy services of the West Midlands only have access to shared personal data on a justifiable need to know basis, in order for them to perform their duties in connection with the care and service provision that they are contracted to deliver. Access to person identifiable information must not be excessive to that need. The partner organisations for the WM RT ODN and their staff will abide by the data protection legislation and the Caldicott Principles. Patient identifiable information used and shared must be accurate, up-to-date, adequate, relevant and not excessive to the purpose it is intended.
12	**Accuracy of the data being shared** Each partner organisation will adhere to the national NHS standards of data collection, where there are processes in place to ensure the accuracy of the patient data being collected. The partner organisations will use the NHS PDS (Personal Demographics Service) to verify patient demographics.
13	**Rectification of data that has been shared** Each Trust has local Information Governance processes to follow. Errors are recorded at the primary service. If data that has been shared needs rectification, then the primary service will inform the recipients of the data the correct information. This will be shared by a secure process i.e. email via nhs.net if it is patient specific.
14	**Retention and disposal requirements for the information to be shared - including details of the return of information to the source organisations (if applicable)** Each partner organisation will retain the patient records as per the NHS Records Management Code of Practice (2023) requirements.
15	**Breach management** Information Governance reporting structures will remain with the 6 services of the WM RT ODN and any personal data breach of the shared data must be reported to the party with primary responsibility for that information (i.e., the disclosing party) as soon as possible and, in any event within 3 working days of the party becoming aware of the personal data breach, by contacting the disclosing party's DPO or Information

	Governance team. The latter shall investigate the breach, co-ordinate the response to any complaints or claims made by the affected patients and/or independent investigation by the regulatory body. All parties agree that they will co-operate with one another and provide reasonable assistance to the disclosing party in its attempts to investigate and respond to any personal data breach.
16	**Specify any particular obligation on <u>any</u> party to this agreement** Each organisation signed up to this Data Sharing Agreement will: a) Comply with its obligations under the data protection legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The parties acknowledge that once a party has received data under this agreement it will be responsible for ensuring that its own processing of that data complies with this clause. b) Use the information shared solely for the purposes identified and shall not process the information for any other purposes. c) Agree to treat the data received by them under the terms of this agreement as confidential and shall safeguard it accordingly. Respect for the privacy of individuals will be afforded at all stages of processing. d) Notify the other parties to this agreement of any complaint received from any person about the sharing of data under this agreement or any correspondence from the Information Commissioner's Office or other regulator regarding the sharing of data under this agreement. e) Assist each other, in responding to requests made under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 in relation to the information shared under this agreement to ensure a co-ordinated and consistent response.
17	**Contacts – Information Governance and Caldicott Guardian** 1) <u>Shrewsbury and Telford Hospital NHS Trust (SaTH)</u> DPO: Caldicott Guardian: Dr John Jones – Medical Director 2) <u>The Royal Wolverhampton NHS Trust (RWH)</u> DPO: Raz Edwards – Head of Data Security & Protection / DPO Caldicott Guardian: Brian Mckaig– Chief Medical Officer 3) <u>University Hospitals of Birmingham NHS Foundation Trust (UHB)</u>

	DPO: Rachel Seabright – Head of Operational Support – Corporate Affairs Caldicott Guardian: Dr. Kaveh Manavi – Deputy Chief Medical Officer 4) University Hospitals of Coventry and Warwickshire NHS Trust (UHCW) DPO: Harjit Matharu-Parker – Associate Director of Information Governance & DPO Caldicott Guardian: Dr Jonathan Young – Chief Medical Officer 5) University Hospitals of North Midlands NHS Trust (UHNM) DPO: Leah Carlisle, Head of Data, Security and Protection and Health Records Caldicott Guardian: Zia Din, Deputy CMO and Chief Clinical Information Office 6) Worcester Acute Hospitals NHS Trust (WAH) DPO: Erica Hermon – Company Secretary Caldicott Guardian: Julian Berlet – Deputy Chief Medical Officer
18	**Commencement of agreement** This agreement will commence on the date when all signatories have executed this document and will continue indefinitely until it has been terminated or superseded by the West Midlands Health Information Exchange (HIE) Data Sharing Agreement.
19	**Review of agreement** A review of this information sharing agreement shall take place by every 2 years or unless superseded by the West Midlands Health Information Exchange (HIE) Data Sharing Agreement. All parties to this Agreement agree to take part and fully cooperate in this review. The review will be led by the West Midlands Operational Delivery Network Manager.
20	**Review period** 3 years.
21	**Variation** **21.1 Responsibilities** Ultimate responsibility for confidentiality remains with the Chief Executive at each of the 6 NHS Trusts. They are also responsible for appointing the 3 key posts at each organisation:

	• Senior Information Risk Owner, • Caldicott Guardian, and • Data Protection Officer. It is expected that each of the Radiotherapy services of the West Midlands will have Information Asset Owners (IAO) and Information Asset Administrators (IAA) for their oncology systems, e.g. radiotherapy treatment planning systems and radiotherapy record and verify systems, and will retain ownership of that patient data. **21.2 No Partnership or Agency** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person. **21.3 Counterparts** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart. Transmission of the executed signature page of a counterpart of this agreement (or the Deed of Accession) by email shall take effect as delivery of an executed counterpart of this agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. **21.4 Governing Law** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. **21.5 Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
22	**Ending the agreement** Any party may, by giving notice not less than 20 working days to the other parties, terminate its participation in this Agreement.
23	**End date** Not applicable.

APPENDIX 1 – DEFINITIONS

There are a number of key definitions, with legal standing, within Information governance. A complete list of definitions will be included in the existing Information Governance assurance frameworks in place within the 6 NHS Trusts that make up the WM RT ODN. The definitions listed below relate to data sharing within the WM RT ODN.

Anonymised information	Anonymisation requires all elements of potential identifiers to be removed completely so that it does not identify an individual and it would be impossible to identify the individual to whom the information relates to. Anonymised information is not confidential and can be shared with other agencies without constraint. Radiotherapy data sharing will be anonymised wherever possible.
Consent	Consent is the approval or agreement for something to happen after consideration. All patients who undergo Radiotherapy at any of the services of the West Midlands will have been through a consent process. Patient communication and engagement about the sharing of their data will be initiated at the consent process before any sharing of data. Each participating Trust will decide the appropriate methods for communicating with their patients about the sharing of their local patient data. The individual involved must be aware that their data may be shared, to enable best practise and Peer Review of treatment plans, within the West Midlands RT ODN. This applies to both explicit and implied consent
Data Controller	The data controller is the legal entity who decides the purposes for which and the way in which personal data is, or will be processed. The data controller has a legal responsibility to ensure personal data is processed in compliance with the principles of the DPA18.
Data Protection Legislation	Means (i) the General Data Protection Regulation (2016/679) ("EU GDPR"), (ii) Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) following the UK's exit from the EU) ("UK GDPR"), the Law Enforcement Directive (2016/680) and any applicable national laws implementing them as amended from time to time ((iv) all applicable law concerning privacy, confidentiality or the processing of Personal Data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, and the common law duty of confidentiality.
Direct Clinical Care	That which directly contributes to the medical diagnosis, the provision or management of health care or treatment of an individual.
Duty of Confidence	A duty of confidence arises when one person discloses information to another in circumstances where it is reasonable to expect that the

	information will be held in confidence. All sharing of patient data within the Radiotherapy services will be held in confidence.
Healthcare Professional	Means those individuals as defined in section 204 of the Data Protection Act 2018, who are employed and authorised by a party to this Agreement to provide health services to patients who are under their care.
Personal Data	Personal data shall take the meaning given in the Data Protection Legislation.
Personal Data Breach	Personal data breach shall take the meaning given in the Data Protection Legislation: A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to, personal data transmitted, stored or otherwise processed.
Primary Service	The radiotherapy service to which the patient has been referred, where the Consultant Oncologist has responsibility for direct clinical care. May also be referred to as the Disclosing party.
Pseudonymised information	Data is anonymised but retains a single key such as a code or reference number (but not a 'national' unique identifier such as the NHS Number or NI Number), known only to the provider of the information so that when it is shared, the provider is able to link back to the identity of the individual to whom the information relates to, but the recipient of the data cannot. It effectively anonymises the data in the hand of the recipient. The provider however must ensure that their use of that data continues to meet all confidentiality and data protection requirements. It is expected that the majority of Information shared within the RT ODN will be person identifiable or pseudonymised information.
Receiving Party	This DSA is between each of the 6 participating NHS Trusts that comprise the West Midlands Radiotherapy Operational Delivery Network. The WM RT ODN is recognised as the Receiving party.
Secondary uses of information	Usually, the secondary use of information will fall into two broad categories: • agencies or providers that are commissioned by the NHS to carry out work on behalf of the NHS, • research and education purposes that go beyond the boundaries of health care provision. It is expected that a significant amount of shared information will be secondary uses, to enable audit and learn within the West Midlands.