Dated: _____

Data Protection Contract

Between

[Insert Trust]

and

The British and Irish Orthoptic Society (BIOS)

Data Protection Contract

1. DATED: xxxxxx

2. PARTIES:

This contract is made between the following parties:-

Trust

The British and Irish Orthoptic Society "The Contractor", incorporated and registered in England and Wales with company number 1892427 (Charity number 326905) whose registered office is 3rd Floor, Interchange Place, 151-165 Edmund Street, Birmingham, B3 2TA.

3. RECITALS

(1) This contract is for the sole purpose of carrying out the BIOS Clinical Placement Expansion Project information which inter alia involves processing the personal data of patients of the Orthoptic department who have voluntarily consented to participate in the project, a purpose which is specified in the document Schedule 1 this purpose is hereafter referred to as the Project.

(2) The contract shall be deemed to have commenced on [insert date] and shall terminate on 3 months written notice of either party to the other, such termination not to be effective before [insert date], unless this contract is terminated earlier in accordance with its terms.

4. STATUTORY PROVISIONS

This contract is made in accordance with Article 28 of the General Data Protection Regulation.

5. DEFINITIONS

In this contract, unless the context otherwise requires, the following definitions shall apply:

"Data Controller" shall have the same meaning as set out in the Data Protection Legislation.

"Data Processor" shall have the same meaning as set out in the Data Protection Legislation.

"Data Protection Legislation" means (i) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or European Data Protection Board (all as amended from time to time).

"Data Subject" shall have the same meaning as set out in the Data Protection Legislation.

"Due Diligence" shall mean the due diligence undertaken by Trust on the security and data processing systems of the Contractor;

"EIRs" means the Environmental Information Regulations 2004, as amended from time to time.

“FOI Act” means the Freedom of Information Act 2000, as amended from time to time.

"Law" means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply.

"Trust Personal Data" means Personal Data Processed by the Contractor on behalf of Trust under or in connection with this contract.

“Personal Data” has the same meaning as in the Data Protection Legislation.

“Processing” has the same meaning as in the Data Protection Legislation and means inter alia obtaining, recording, holding, alteration, manipulating, transmission, disclosure, erasure or destruction of data.

"Regulator" means the Information Commissioner's Office and the European Data Protection Board or any successor body to either regulator from time to time and any other supervisory authority with jurisdiction over either party;

"Staff" means all persons employed by the Contractor to perform its obligations under the contract together with the Contractor's servants, agents, suppliers and sub-contractors used in the performance of any of its obligations whether or not under this contract.

This contract includes within it the annexures attached to it or any document referred to in it.

6. GENERAL OBLIGATIONS OF THE CONTRACTOR

(1) The Contractor warrants and undertakes:

(a) to treat as confidential all Trust Personal Data which may be derived from or obtained in the course of the contract or which may come into the possession of the Contractor or any Staff as a result of or in connection with the contract; and

(b) to provide all necessary precautions to ensure that all Trust Personal Data is treated as confidential by the Contractor or any Staff; and

(c) to make sure Trust Personal Data is only disclosed to persons specified by Trust ; and

(d) to allow access to any Trust Personal Data provided by Trust only to persons who are involved in the provision of this contract; and

(e) to notify Trust if any unauthorised use or disclosure of the data is made. This includes reporting of any incidents, their causes and resolving actions to Trust .

(i) (2) THE CONTRACTOR SHALL COMPLY AT ALL TIMES WITH THE DATA PROTECTION LEGISLATION AND SHALL NOT PERFORM ITS OBLIGATIONS UNDER THIS CONTACT IN SUCH A WAY AS TO CAUSE TRUST TO BREACH ANY OF ITS APPLICABLE OBLIGATIONS UNDER THE DATA PROTECTION LEGISLATION.

7. OBLIGATIONS OF THE CONTRACTOR AS TO THE FOI ACT

(1) Without prejudice to the requirements of the FOI Act and EIRs and in particular without prejudice to sections 41 and 43 of the FOI Act and Regulation 12(5)(e) of the EIRs the Contractor undertakes:

(a) that any information, or type or class of information, of Trust of a confidential nature which is not Personal Data; or

(b) any information which is designated with a confidentiality, security or privacy restriction according to the Trust Standing Orders, Standing Financial Instructions or other regulations having similar status in the administration of Trust which is not Personal Data shall, for a period of six (6) years from the date of its disclosure, be treated at all times in accordance with such Standing Orders, Standing Financial Instructions or other regulations insofar as such have been communicated to the Contractor:

(i) shall be used by the Contractor, (or by any Staff in connection with the contract), solely for the purpose of tendering for or performance of the contract;

(ii) shall not be disclosed by the Contractor, (or by Staff in connection with the contract), without the consent of Trust except to such third party and to such extent as may be necessary, on a need-to-know basis, in connection with the Contract; and

(c) to put in place all necessary procedures and precautions to comply with (a) and (b) above.

1.2 (2) THE CONTRACTOR ACKNOWLEDGES THAT TRUST IS SUBJECT TO THE REQUIREMENTS OF THE FOIA AND EIRS AND SHALL ASSIST AND CO-OPERATE WITH TRUST TO ENABLE TRUST TO COMPLY WITH ITS DISCLOSURE OBLIGATIONS UNDER THE FOIA AND EIRS. ACCORDINGLY THE CONTRACTOR AGREES:

1.3 (A) THAT THIS CONTRACT IS SUBJECT TO THE OBLIGATIONS AND COMMITMENTS OF TRUST UNDER THE FOIA AND EIRS;

1.4 (B) THAT THE DECISION ON WHETHER ANY EXEMPTION TO THE GENERAL OBLIGATIONS OF PUBLIC ACCESS TO INFORMATION APPLIES TO ANY REQUEST FOR INFORMATION RECEIVED UNDER THE FOIA OR EIRS IS A DECISION SOLELY FOR THE TRUST TO WHOM THE REQUEST IS ADDRESSED;

1.5 (C) THAT WHERE THE CONTRACTOR RECEIVES A REQUEST FOR INFORMATION UNDER THE FOIA OR EIRS, IT WILL NOT RESPOND TO SUCH REQUEST (UNLESS DIRECTED TO DO SO BY TRUST) AND WILL PROMPTLY (AND IN ANY EVENT WITHIN 2 WORKING DAYS) TRANSFER THE REQUEST TO TRUST ;

1.6 (D) TRUST , ACTING IN ACCORDANCE WITH THE CODES OF PRACTICE ISSUED AND REVISED FROM TIME TO TIME UNDER BOTH SECTION 45 OF THE FOIA, AND REGULATION 16 OF THE ENVIRONMENTAL INFORMATION REGULATIONS 2004, MAY DISCLOSE INFORMATION CONCERNING THE CONTRACTOR AND THIS CONTRACT EITHER WITHOUT CONSULTING WITH THE CONTRACTOR, OR FOLLOWING CONSULTATION WITH THE CONTRACTOR AND HAVING TAKEN ITS VIEWS INTO ACCOUNT; AND

1.7 (D) TO ASSIST TRUST IN RESPONDING TO A REQUEST FOR INFORMATION, BY PROCESSING INFORMATION OR ENVIRONMENTAL INFORMATION (AS THE SAME ARE DEFINED IN THE FOIA) AND EIRS IN ACCORDANCE WITH A RECORDS MANAGEMENT SYSTEM THAT COMPLIES WITH ALL APPLICABLE RECORDS MANAGEMENT RECOMMENDATIONS INCLUDING THE CODE OF CONDUCT ISSUED UNDER SECTION 46 OF THE FOIA, AND PROVIDING COPIES OF ALL INFORMATION REQUESTED BY TRUST WITHIN 5 WORKING DAYS OF SUCH REQUEST.

8. OBLIGATIONS OF THE CONTRACTOR AS TO TRUST POLICIES

(1) The Contractor warrants and undertakes:

1.8 (A) TO OBSERVE THE POLICIES OF TRUST WITH RESPECT TO DATA SECURITY REFERRED TO IN ANNEXURE 1;

1.9 (B) TO OBSERVE ANY OTHER RELEVANT POLICIES WHICH TRUST MAKES KNOWN TO THE CONTRACTOR; AND

1.10 (C) TO FOLLOW ANY RULES AND PROTOCOLS ESTABLISHED BETWEEN TRUST AND THE CONTRACTOR RELATING TO THE CALDICOTT RECOMMENDATIONS.

9. DATA PROCESSING REQUIREMENTS

General

(1) Trust and the Contractor acknowledge that for the purposes of the Data Protection Legislation (as amended from time to time), Trust is the Data Controller and the Contractor is the Data Processor of any personal data. The details of the Processing carried out by the Contractor on behalf of Trust are set out in Annexure 3 which forms part of this contract.

(2) The Contractor warrants and undertakes to:

(a) PROCESS THE TRUST PERSONAL DATA ONLY IN ACCORDANCE WITH INSTRUCTIONS FROM TRUST WHICH ARE SET OUT IN ANNEXURE 3 OF THIS AGREEMENT, OR AS PROVIDED IN WRITING BY TRUST TO THE CONTRACTOR FROM TIME TO TIME;

(b) PROCESS THE TRUST PERSONAL DATA ONLY TO THE EXTENT, AND IN SUCH MANNER, AS IS NECESSARY FOR THE PURPOSES DETAILED IN CLAUSE 3 (ABOVE) AND ANNEXURE 3, OR AS IS REQUIRED BY LAW OR ANY REGULATORY BODY AND SHALL PROCESS SUCH PERSONAL DATA IN COMPLIANCE WITH ALL APPLICABLE

DATA PROTECTION LEGISLATION, LAWS, ENACTMENTS, REGULATIONS, ORDERS, STANDARDS AND OTHER SIMILAR INSTRUMENTS;

(c) ASSIST AND FULLY CO-OPERATE WITH TRUST AS REQUESTED BY TRUST FROM TIME TO TIME TO ENSURE TRUST COMPLIANCE WITH ITS OBLIGATIONS UNDER THE DATA PROTECTION LEGISLATION WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO:

(i) COMPLETING AND REVIEWING DATA PROTECTION IMPACT ASSESSMENTS;

(ii) IMPLEMENTING MEASURES TO MITIGATE AGAINST ANY DATA PROTECTION RISKS;

(iii) IMPLEMENTING SUCH TECHNICAL AND ORGANISATIONAL MEASURES TO ENABLE TRUST TO RESPOND TO REQUESTS FROM DATA SUBJECTS EXERCISING THEIR RIGHTS UNDER THE DATA PROTECTION LEGISLATION

(d) ASSIST WITH ANY ENQUIRES FROM REGULATORS.

(3) The Contractor shall notify Trust promptly (but in any event within 24 hours) should it:

(a) RECEIVE NOTICE OF ANY COMPLAINT MADE TO A REGULATOR OR ANY FINDING BY A REGULATOR IN RELATION TO ITS PROCESSING OF PERSONAL DATA, WHETHER IT IS TRUST PERSONAL DATA OR OTHERWISE;

(b) BE UNDER A LEGAL OBLIGATION TO PROCESS TRUST PERSONAL DATA, OTHER THAN UNDER THE INSTRUCTIONS OF THE DATA CONTROLLER. IN WHICH CASE IT SHALL INFORM TRUST OF THE LEGAL OBLIGATION, UNLESS THE LAW PROHIBITS SUCH INFORMATION BEING SHARED ON IMPORTANT GROUNDS OF PUBLIC INTEREST;

(c) RECEIVES ANY REQUEST ON BEHALF OF A DATA SUBJECT OF TRUST PERSONAL DATA, EXERCISING THEIR RIGHTS UNDER THE DATA PROTECTION LEGISLATION;

(d) BECOME AWARE THAT IN FOLLOWING THE INSTRUCTIONS OF TRUST , IT SHALL BE BREACHING DATA PROTECTION LEGISLATION.

(e) SECURITY

(4) When Processing Trust Personal Data under this contract the Contractor shall take all necessary technical and organisational precautions and measures to preserve the confidentiality and integrity of Trust Personal Data and prevent any unlawful processing or disclosure taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects. These shall include, but not be limited to:

(a) ENCRYPTING TRUST PERSONAL DATA STORED ON ANY MOBILE MEDIA OR TRANSMITTED OVER PUBLIC OR WIRELESS NETWORKS;

(b) IMPLEMENTING AND MAINTAINING BUSINESS CONTINUITY, DISASTER RECOVERY AND OTHER RELEVANT POLICIES AND PROCEDURES TO ENSURE:

(i) THE CONFIDENTIALITY, INTEGRITY, AVAILABILITY AND RESILIENCE OF PROCESSING SYSTEMS AND SERVICES; AND

(ii) THE AVAILABILITY AND ACCESS TO TRUST PERSONAL DATA IN A TIMELY MANNER IN THE EVENT OF A PHYSICAL OR TECHNICAL INCIDENT

(c) ENSURING THAT ALL STAFF, EMPLOYEES AND CONTRACTORS WHO ARE INVOLVED IN THE PROCESSING OF TRUST PERSONAL DATA ARE TRAINED IN THE POLICIES AND PROCEDURES SET OUT IN CLAUSE 9(4)(B) AND ARE UNDER CONTRACTUAL OR STATUTORY OBLIGATIONS OF CONFIDENTIALITY CONCERNING TRUST PERSONAL DATA;

(d) PSEUDONYMISE TRUST PERSONAL DATA ON REQUEST BY TRUST .

1.11 (THE "SECURITY MEASURES").

(5) The Security Measures shall be regularly tested by the Contractor to assess the effectiveness of the measures in ensuring the security, confidentiality, integrity, availability and resilience of the Trust Personal Data and the Contractor shall maintain records of the testing.

Records of processing

(6) The Contractor shall maintain accurate written records of the Processing it undertakes in connection with this contract which shall contain at a minimum:

(a) ITS DETAILS, TRUST DETAILS, THE DETAILS OF ITS DATA PROTECTION OFFICER;

(b) THE CATEGORIES OF PROCESSING CARRIED OUT ON BEHALF OF THE TRUST ;

(c) THE DETAILS OF ANY TRANSFERS TO ANY THIRD COUNTRIES, WHERE APPLICABLE, AND THE SAFEGUARDS IN PLACE FOR THAT TRANSFER; AND

(d) AN ACCURATE RECORD OF THE SECURITY MEASURES IT HAS IN PLACE.

(7) The Contractor shall provide the records set out in 9(4), 9(5) and (6) to Trust or a Regulator on request.

Security breach notification

(8) The Contractor shall notify Trust promptly (and in any event no later than 24 hours of discovery) if it becomes aware of any actual, suspected or threatened unauthorised exposure, access, disclosure, Processing, use, communication, deletion, revision, encryption, reproduction or transmission of any component of the Trust Personal Data, unauthorised access or attempted access or apparent attempted access (physical or otherwise) to the Trust Personal Data or any loss of, damage to, corruption of or destruction of such Personal Data ("Security Incident");

(9) The notification in Clause 9(8) shall include:

(a) THE NATURE OF THE BREACH, INCLUDING THE CATEGORIES AND APPROXIMATE NUMBER OF DATA SUBJECTS AND RECORDS CONCERNED;

(b) THE CONTACT AT THE CONTRACTOR WHO WILL LIAISE WITH THE TRUST CONCERNING THE BREACH;

(c) THE REMEDIATION MEASURES BEING TAKEN TO MITIGATE AND CONTAIN THE BREACH.

Audit

(10) The Contractor shall provide all necessary information and assistance to Trust in order for Trust to verify the Contractor's compliance with its obligations under this Agreement and the Data Protection Legislation including, without limitation:

(a) ALLOWING TRUST AND ITS ADVISORS TO INSPECT AND MAKE COPIES OF THE RECORDS REQUIRED UNDER THIS CLAUSE 9; AND

(b) ALLOWING ACCESS TO CONTRACTOR PREMISES ON REASONABLE NOTICE AND PROVIDE ALL REASONABLE ASSISTANCE TO TRUST TO ENABLE TRUST TO AUDIT THE CONTRACTOR'S COMPLIANCE WITH THE SECURITY MEASURES.

(11) The provisions of this Clause 9 (Data Processing Requirements) shall apply during the continuance of the contract and indefinitely after its expiry or termination.

10. TERMINATION OF THE CONTRACT AND LIABILITY

(1) If the Contractor fails to comply with any provision of this contract then Trust may summarily terminate the contract by notice given in writing to the Contractor.

(2) Trust may terminate the contract if it deems the contract is completed to its satisfaction or if it deems that there is no further requirement to continue the contract.

(3) Unless required by law, the Contractor shall, upon termination or expiry of the contract for whatever reason, at the option of Trust , either securely delete or return all Trust Personal Data to Trust . If required by law to retain a copy, the Contractor shall inform Trust what it is retaining and the legal reason why it needs to be retained.

(4) The Contractor will indemnify Trust for any claims, direct or indirect costs, losses, damages, expenses (including legal expenses) and other outgoings sustained by or incurred by Trust as a result of or arises out of the Contractor’s negligence or breach of this contract.

(5) Trust accepts legal liability for any inaccurate Trust personal data that is given to the Contractor for the purpose of the contract to the extent it was aware of such inaccuracies.

(6) The decision of Trust upon matters arising under the conditions imposed by this clause 10 shall be final and conclusive.

11. CONFIDENTIALITY

(1) The Provisions of the Confidentiality Agreement detailed at Annexure 2 to this contract shall apply to the parties. [DN: Insert the mutual NDA]

12. GENERAL

(1) No terms of this contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

(2) This contract shall be governed by and construed in accordance with English law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts over any claim or matter arising under or in connection with this contract.

(3) In the event of any conflict between a term of this contract, a term of any software licence entered into between the parties, the following order of precedence shall apply:

(a) the term in this contract;

(b) the term in the relevant software licence entered into between the parties.

(4) For the avoidance of doubt, the terms of this contract shall also apply to and be incorporated within (amended as applicable) any software licence, or other agreement made between the parties.

(5) Trust shall be entitled to assign, novate or otherwise dispose of its rights under this contract or any part thereof to any third party by giving the Contractor prior notice of such assignment, novation or other disposal.

(6) This contract is personal to the Contractor. The Contractor shall not assign, novate or otherwise dispose of this contract or any part thereof, or purport to do so, without the prior consent in writing of Trust . The Contractor shall not provide any third party with access to Trust Personal Data or sub-contract any of its obligations under this Agreement without the prior written approval of Trust .

(7) Where authority has been granted by Trust to the Contractor to engage any sub-contractor in accordance with clause 12(6), the Contractor shall:

(a) UNDERTAKE DUE DILIGENCE ON THE SUB-CONTRACTOR EQUIVALENT TO THE DUE DILIGENCE UNDERTAKEN ON THE CONTRACTOR BY TRUST UNDER THIS CONTRACT; AND

(b) PUT IN PLACE CONTRACTUAL DATA PROCESSING PROVISIONS EQUIVALENT TO THOSE IN PLACE BETWEEN THE CONTRACTOR AND TRUST UNDER THIS CONTRACT.

(8) Where authority has been granted by Trust to the Contractor to engage any sub-contractor in accordance with clause 12(6), the any such subcontracting shall not relieve the Contractor from any of its liabilities, obligations and responsibilities hereunder. The Contractor shall perform all liabilities, obligations and responsibilities under this contractor as prime contractor and shall remain primarily responsible and liable for the activities sub-contracted and for such of the acts and omissions of the sub-contractors in respect of such activities as would render the Contractor liable to Trust , had such acts or omissions been the Contractor's own acts and omissions

(9) This contract constitutes the whole agreement between the parties and supersedes all previous contracts, agreements or understandings between the parties relating to the subject matter of this contract.

SIGNATORIES

Signed for and on behalf of Trust ..... Date.....

Name [printed]

Position:

Signed for and on behalf of the Contractor – British and Irish Orthoptic Society
Date.....

Name [printed] Veronica Greenwood

Position: Chair – British and Irish Orthoptic Society (BIOS)

Annexure 1

Trust Data Security Policies

- The Data Protection Policy
- The Freedom of Information Policy
- Policy on Intellectual Property
- Information Risk Procedures
- Information Governance Policy
- Use of Computing Facilities Policy
- Remote Access Policy
- Digital Information Infrastructure Policy

Annexure 2

Confidentiality Agreement

Dated: xxxxx

Confidentiality Agreement

between

Trust

and

The British and Irish Orthoptic Society

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THIS AGREEMENT is dated [DATE]

Parties

(1) Trust

AND

The British and Irish Orthoptic Society "The Contractor", incorporated and registered in England and Wales with company number 1892427 (Charity number 326905) whose registered office is 3rd Floor, Interchange Place, 151-165 Edmund Street, Birmingham, B3 2TA.

Background

Each party wishes to disclose to the other party Confidential Information in relation to the Purpose. Each party wishes to ensure that the other party maintains the confidentiality of its Confidential Information. In consideration of the benefits to the parties of the disclosure of the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

Agreed terms

1. Definitions and interpretation

1.1 THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION IN THIS CLAUSE APPLY IN THIS AGREEMENT:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Confidential Information: all information, which is by its nature confidential, (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers (together, its Representatives) to the other party and that party's Representatives including but not limited to:

(a) THE FACT THAT DISCUSSIONS AND NEGOTIATIONS ARE TAKING PLACE CONCERNING THE PURPOSE AND THE STATUS OF THOSE DISCUSSIONS AND NEGOTIATIONS;

(b) ANY INFORMATION THAT WOULD BE REGARDED AS CONFIDENTIAL BY A REASONABLE BUSINESS PERSON RELATING TO:

(i) THE BUSINESS, AFFAIRS, CUSTOMERS, CLIENTS, SUPPLIERS, PLANS, INTENTIONS, OR MARKET OPPORTUNITIES OF THE DISCLOSING PARTY; AND

(ii) THE OPERATIONS, PROCESSES, PRODUCT INFORMATION, KNOW-HOW, DESIGNS, TRADE SECRETS OR SOFTWARE OF THE DISCLOSING PARTY;

(c) ANY INFORMATION OR ANALYSIS DERIVED FROM CONFIDENTIAL INFORMATION; AND

(d) [ANY INFORMATION DETAILED IN SCHEDULE 1;]

but not including any information that:

(e) IS OR BECOMES GENERALLY AVAILABLE TO THE PUBLIC OTHER THAN AS A RESULT OF ITS DISCLOSURE BY THE RECIPIENT OR ITS REPRESENTATIVES IN BREACH OF THIS AGREEMENT OR OF ANY OTHER UNDERTAKING OF CONFIDENTIALITY ADDRESSED TO THE PARTY TO WHOM THE INFORMATION RELATES (EXCEPT THAT ANY COMPILATION OF OTHERWISE PUBLIC INFORMATION IN A FORM INACCESSIBLE TO THE PUBLIC SHALL NEVERTHELESS BE TREATED AS CONFIDENTIAL INFORMATION); OR

(f) WAS AVAILABLE TO THE RECIPIENT ON A NON-CONFIDENTIAL BASIS PRIOR TO DISCLOSURE BY THE DISCLOSING PARTY; OR

(g) WAS, IS OR BECOMES AVAILABLE TO THE RECIPIENT ON A NON-CONFIDENTIAL BASIS FROM A PERSON WHO, TO THE RECIPIENT'S KNOWLEDGE, IS NOT BOUND BY A CONFIDENTIALITY AGREEMENT WITH THE DISCLOSING PARTY OR OTHERWISE PROHIBITED FROM DISCLOSING THE INFORMATION TO THE RECIPIENT; OR

(h) WAS LAWFULLY IN THE POSSESSION OF THE RECIPIENT BEFORE THE INFORMATION WAS DISCLOSED TO IT BY THE DISCLOSING PARTY; OR

(i) THE PARTIES AGREE IN WRITING IS NOT CONFIDENTIAL OR MAY BE DISCLOSED; OR

(j) IS DEVELOPED BY OR FOR THE RECIPIENT INDEPENDENTLY OF THE INFORMATION DISCLOSED BY THE DISCLOSING PARTY; OR

(k) IS TRIVIAL, OBVIOUS OR USELESS.

Disclosing Party: a party to this agreement which discloses or makes available directly or indirectly Confidential Information.

Purpose: To establish a collaboration in respect of the BIOS Clinical Placement Expansion Project.

Recipient: a party to this agreement which receives or obtains directly or indirectly Confidential Information.

Representative: employees, agents and other representatives acting on behalf of a party.

1.2 CLAUSE, SCHEDULE AND PARAGRAPH HEADINGS SHALL NOT AFFECT THE INTERPRETATION OF THIS AGREEMENT.

1.3 A PERSON INCLUDES A NATURAL PERSON, CORPORATE OR UNINCORPORATED BODY (WHETHER OR NOT HAVING SEPARATE LEGAL PERSONALITY) AND THAT PERSON'S LEGAL AND PERSONAL REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS.

1.4 THE SCHEDULES FORM PART OF THIS AGREEMENT AND SHALL HAVE EFFECT AS IF SET OUT IN FULL IN THE BODY OF THIS AGREEMENT. ANY REFERENCE TO THIS AGREEMENT INCLUDES THE SCHEDULES.

1.5 UNLESS THE CONTEXT OTHERWISE REQUIRES, WORDS IN THE SINGULAR SHALL INCLUDE THE PLURAL AND IN THE PLURAL INCLUDE THE SINGULAR.

1.6 A REFERENCE TO A STATUTE OR STATUTORY PROVISION IS A REFERENCE TO IT AS IT IS IN FORCE FOR THE TIME BEING, TAKING ACCOUNT OF ANY AMENDMENT, EXTENSION, OR RE-ENACTMENT, AND INCLUDES ANY SUBORDINATE LEGISLATION FOR THE TIME BEING IN FORCE MADE UNDER IT.

1.7 ANY OBLIGATION IN THIS AGREEMENT ON A PERSON NOT TO DO SOMETHING INCLUDES AN OBLIGATION NOT TO AGREE OR ALLOW THAT THING TO BE DONE.

1.8 REFERENCES TO CLAUSES AND SCHEDULES ARE TO THE CLAUSES AND SCHEDULES OF THIS AGREEMENT; REFERENCES TO PARAGRAPHS ARE TO PARAGRAPHS OF THE RELEVANT SCHEDULE.

1.9 TO THE EXTENT THERE IS ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THE MAIN BODY OF THIS AGREEMENT AND ANY SCHEDULE TO THIS AGREEMENT, THE FRONT END OF THIS AGREEMENT SHALL PREVAIL.

2. Obligations of confidentiality

2.1 THE RECIPIENT SHALL, AND SHALL PROCURE THAT ITS REPRESENTATIVES SHALL, KEEP THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION CONFIDENTIAL AND, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE DISCLOSING PARTY, SHALL:

(a) NOT USE OR EXPLOIT THE CONFIDENTIAL INFORMATION IN ANY WAY EXCEPT FOR THE PURPOSE;

(b) NOT DISCLOSE OR MAKE AVAILABLE THE CONFIDENTIAL INFORMATION IN WHOLE OR IN PART TO ANY THIRD PARTY, EXCEPT AS EXPRESSLY PERMITTED BY THIS AGREEMENT;

(c) NOT COPY, REDUCE TO WRITING OR OTHERWISE RECORD THE CONFIDENTIAL INFORMATION EXCEPT AS STRICTLY NECESSARY FOR THE PURPOSE (AND ANY SUCH COPIES, REDUCTIONS TO WRITING AND RECORDS SHALL BE THE PROPERTY OF THE DISCLOSING PARTY);

(d) [NOT USE, REPRODUCE, TRANSFORM, OR STORE THE CONFIDENTIAL INFORMATION IN AN EXTERNALLY ACCESSIBLE COMPUTER OR ELECTRONIC INFORMATION RETRIEVAL SYSTEM OR TRANSMIT IT IN ANY FORM OR BY ANY MEANS WHATSOEVER OUTSIDE OF ITS USUAL PLACE OF BUSINESS;]

(e) [KEEP SEPARATE THE CONFIDENTIAL INFORMATION FROM ALL DOCUMENTS AND OTHER RECORDS OF THE RECIPIENT;]

(f) APPLY THE SAME SECURITY MEASURES AND DEGREE OF CARE TO THE CONFIDENTIAL INFORMATION AS THE RECIPIENT APPLIES TO ITS OWN CONFIDENTIAL INFORMATION, WHICH THE RECIPIENT WARRANTS AS PROVIDING ADEQUATE PROTECTION FROM UNAUTHORISED DISCLOSURE, COPYING OR USE;

(g) KEEP A WRITTEN RECORD OF: ANY DOCUMENT OR OTHER CONFIDENTIAL INFORMATION RECEIVED FROM THE OTHER IN TANGIBLE FORM; ANY COPY MADE OF THE CONFIDENTIAL INFORMATION; AND

(h) WHEN THE ACTIVITIES CEASE, BIOS WILL PROVIDE THE TRUST

WITH A DESTRUCTION CERTIFICATE TO CONFIRM THAT ANY DATA THAT IS SHARED AS PART OF THIS AGREEMENT HAS BEEN DISPOSED OF IN A CONFIDENTIAL MANNER. THIS CONFIRMATION OF DESTRUCTION OF DATA SHOULD BE SENT TO THE TRUST DATA PROTECTION REPRESENTATIVE OUTLINED IN CLAUSE 10.1(A) OF THIS AGREEMENT.

(i) [ENSURE THAT ANY DOCUMENT OR OTHER RECORDS CONTAINING CONFIDENTIAL INFORMATION SHALL BE KEPT AT ITS PREMISES AT [PREMISES] AND SHALL NOT REMOVE OR ALLOW TO BE REMOVED SUCH DOCUMENT OR RECORDS FROM ITS PREMISES.]

2.2 THE RECIPIENT MAY ONLY DISCLOSE THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION TO THOSE OF ITS REPRESENTATIVES WHO NEED TO KNOW THIS CONFIDENTIAL INFORMATION FOR THE PURPOSE, PROVIDED THAT:

(a) IT INFORMS THESE REPRESENTATIVES OF THE CONFIDENTIAL NATURE OF THE CONFIDENTIAL INFORMATION BEFORE DISCLOSURE AND OBTAINS FROM ITS REPRESENTATIVES ENFORCEABLE UNDERTAKINGS TO KEEP THE CONFIDENTIAL INFORMATION CONFIDENTIAL IN TERMS AT LEAST AS EXTENSIVE AND BINDING UPON THE REPRESENTATIVES AS THE TERMS OF THIS AGREEMENT ARE UPON THE PARTIES; AND

(b) AT ALL TIMES, IT IS RESPONSIBLE FOR THESE REPRESENTATIVES' COMPLIANCE WITH THE OBLIGATIONS SET OUT IN THIS AGREEMENT.

2.3 A PARTY MAY DISCLOSE CONFIDENTIAL INFORMATION TO THE EXTENT REQUIRED BY LAW, BY ANY GOVERNMENTAL OR OTHER REGULATORY AUTHORITY (INCLUDING, WITHOUT LIMITATION, BY A COURT OR OTHER AUTHORITY OF COMPETENT JURISDICTION) PROVIDED THAT, TO THE EXTENT IT IS LEGALLY PERMITTED TO DO SO, IT GIVES THE OTHER PARTY AS MUCH NOTICE OF THIS DISCLOSURE AS POSSIBLE AND, WHERE NOTICE OF DISCLOSURE IS NOT PROHIBITED AND IS GIVEN IN ACCORDANCE WITH THIS CLAUSE 2.3, IT TAKES INTO ACCOUNT THE REASONABLE REQUESTS OF THE OTHER PARTY IN RELATION TO THE CONTENT OF THIS DISCLOSURE.

2.4 THE RECIPIENT SHALL ESTABLISH AND MAINTAIN ADEQUATE SECURITY MEASURES (INCLUDING ANY REASONABLE SECURITY MEASURES PROPOSED BY THE DISCLOSING PARTY FROM TIME TO TIME) TO SAFEGUARD THE CONFIDENTIAL INFORMATION FROM UNAUTHORISED ACCESS OR USE.

2.5 NO PARTY SHALL MAKE, OR PERMIT ANY PERSON TO MAKE, ANY PUBLIC ANNOUNCEMENT CONCERNING THIS AGREEMENT, THE PURPOSE OR ITS PROSPECTIVE INTEREST IN THE PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD OR DELAYED) EXCEPT AS REQUIRED BY LAW OR ANY GOVERNMENTAL OR REGULATORY AUTHORITY (INCLUDING, WITHOUT LIMITATION, ANY RELEVANT SECURITIES EXCHANGE) OR BY ANY COURT OR OTHER AUTHORITY OF COMPETENT JURISDICTION. NO PARTY SHALL MAKE USE OF THE OTHER PARTY'S NAME OR ANY INFORMATION ACQUIRED THROUGH ITS DEALINGS WITH THE OTHER PARTY FOR PUBLICITY OR MARKETING PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY.

2.6 THE RECIPIENT SHALL ENSURE THAT INCIDENT REPORTING MECHANISMS ARE IN PLACE WITH THE TRUST WHICH ENSURES THE REPORTING OF ANY INCIDENTS, THEIR CAUSES AND RESOLVING ACTIONS PERTAINING RELATED TO THIS CONTRACT AND ITS PURPOSE ARE COMMUNICATED TO THE TRUST.

2.7 [THE PARTIES SHALL ADHERE TO THE PROVISIONS OF SCHEDULE [2] IN RELATION TO THE HANDLING OF CONFIDENTIAL INFORMATION AND GENERAL SHARING OF SUCH INFORMATION.]

3. Return of information

3.1 AT THE REQUEST OF THE DISCLOSING PARTY, THE RECIPIENT SHALL:

(a) DESTROY OR RETURN TO THE DISCLOSING PARTY ALL DOCUMENTS AND MATERIALS (AND ANY COPIES) CONTAINING, REFLECTING, INCORPORATING, OR BASED ON THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION;

(b) ERASE ALL THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION FROM ITS COMPUTER SYSTEMS OR WHICH IS STORED IN ELECTRONIC FORM (TO THE EXTENT POSSIBLE); AND

(c) CERTIFY IN WRITING TO THE DISCLOSING PARTY THAT IT HAS COMPLIED WITH THE REQUIREMENTS OF THIS CLAUSE, PROVIDED THAT THE RECIPIENT MAY RETAIN DOCUMENTS AND MATERIALS CONTAINING, REFLECTING, INCORPORATING, OR BASED ON THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION TO THE EXTENT REQUIRED BY LAW OR ANY APPLICABLE GOVERNMENTAL OR REGULATORY AUTHORITY AND TO THE EXTENT REASONABLE TO PERMIT THE RECIPIENT TO KEEP EVIDENCE THAT IT HAS PERFORMED ITS OBLIGATIONS UNDER THIS AGREEMENT. THE PROVISIONS OF THIS CLAUSE 3 SHALL CONTINUE TO APPLY TO ANY SUCH DOCUMENTS AND MATERIALS RETAINED BY THE RECIPIENT, SUBJECT TO CLAUSE 6.1.

3.2 IF THE RECIPIENT DEVELOPS OR USES A PRODUCT OR A PROCESS WHICH, IN THE REASONABLE OPINION OF THE DISCLOSING PARTY, MIGHT HAVE INVOLVED THE USE OF ANY OF THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION, THE RECIPIENT SHALL, AT THE REQUEST OF THE DISCLOSING PARTY, SUPPLY TO THE DISCLOSING PARTY INFORMATION REASONABLY NECESSARY TO ESTABLISH THAT THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION HAS NOT BEEN USED OR DISCLOSED.

4. Reservation of rights and acknowledgement

4.1 ALL CONFIDENTIAL INFORMATION SHALL REMAIN THE PROPERTY OF THE DISCLOSING PARTY. EACH PARTY RESERVES ALL RIGHTS IN ITS CONFIDENTIAL INFORMATION. NO RIGHTS, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS, IN RESPECT OF A PARTY'S CONFIDENTIAL INFORMATION ARE GRANTED TO THE OTHER PARTY AND NO OBLIGATIONS ARE IMPOSED ON THE DISCLOSING PARTY OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

4.2 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION CONCERNING ITS CONFIDENTIAL INFORMATION, OR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

4.3 THE DISCLOSURE OF CONFIDENTIAL INFORMATION BY THE DISCLOSING PARTY SHALL NOT FORM ANY OFFER BY, OR REPRESENTATION OR WARRANTY ON

THE PART OF, THE DISCLOSING PARTY TO ENTER INTO ANY FURTHER AGREEMENT IN RELATION TO THE PURPOSE, OR THE DEVELOPMENT OR SUPPLY OF ANY PRODUCT OR SERVICE TO WHICH THE CONFIDENTIAL INFORMATION RELATES.

4.4 THE RECIPIENT ACKNOWLEDGES THAT DAMAGES ALONE WOULD NOT BE AN ADEQUATE REMEDY FOR THE BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT. ACCORDINGLY, WITHOUT PREJUDICE TO ANY OTHER RIGHTS AND REMEDIES IT MAY HAVE, THE DISCLOSING PARTY SHALL BE ENTITLED TO THE GRANTING OF EQUITABLE RELIEF (INCLUDING WITHOUT LIMITATION INJUNCTIVE RELIEF) CONCERNING ANY THREATENED OR ACTUAL BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT.

4.5 THE RECIPIENT SHALL BE LIABLE TO THE DISCLOSING PARTY FOR THE ACTIONS OR OMISSIONS OF THE RECIPIENT'S REPRESENTATIVES UNDER THIS AGREEMENT, AS IF THEY WERE THE ACTIONS OR OMISSIONS OF THE RECIPIENT.

5. Warranty and indemnity

5.1 EACH DISCLOSING PARTY WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION TO THE RECIPIENT AND TO AUTHORISE THE RECIPIENT TO USE SUCH CONFIDENTIAL INFORMATION FOR THE PURPOSE.

5.2 EACH RECIPIENT SHALL INDEMNIFY AND KEEP FULLY INDEMNIFIED THE DISCLOSING PARTY AT ALL TIMES AGAINST ALL LIABILITIES, COSTS (INCLUDING LEGAL COSTS ON AN INDEMNITY BASIS), EXPENSES, DAMAGES AND LOSSES (INCLUDING ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES, LOSS OF PROFIT, LOSS OF REPUTATION AND ALL INTEREST, PENALTIES AND OTHER REASONABLE COSTS AND EXPENSES SUFFERED OR INCURRED BY THE DISCLOSING PARTY) ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE RECIPIENT AND FROM THE ACTIONS OR OMISSIONS OF ANY REPRESENTATIVE OF THE RECIPIENT.

6. Term and termination

6.1 IF EITHER PARTY DECIDES NOT TO BECOME, OR CONTINUE TO BE INVOLVED IN THE PURPOSE WITH THE OTHER PARTY IT SHALL NOTIFY THE OTHER PARTY IN WRITING IMMEDIATELY. THE OBLIGATIONS OF EACH PARTY SHALL, NOTWITHSTANDING ANY EARLIER TERMINATION OF NEGOTIATIONS OR DISCUSSIONS BETWEEN THE PARTIES IN RELATION TO THE PURPOSE, CONTINUE FOR A PERIOD OF [3] YEARS FROM THE TERMINATION OF THIS AGREEMENT.

6.2 TERMINATION OF THIS AGREEMENT SHALL NOT AFFECT ANY ACCRUED RIGHTS OR REMEDIES TO WHICH EITHER PARTY IS ENTITLED.

7. Entire agreement and variation

7.1 THIS AGREEMENT CONSTITUTES THE WHOLE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PREVIOUS AGREEMENTS BETWEEN THE PARTIES RELATING TO ITS SUBJECT MATTER. EACH PARTY ACKNOWLEDGES THAT, IN ENTERING INTO THIS AGREEMENT, IT HAS NOT RELIED ON, AND SHALL HAVE NO RIGHT OR REMEDY IN RESPECT OF, ANY STATEMENT, REPRESENTATION, ASSURANCE OR WARRANTY (WHETHER MADE NEGLIGENTLY OR INNOCENTLY)

OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT. NOTHING IN THIS CLAUSE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR FRAUD OR FOR FRAUDULENT MISREPRESENTATION.

7.2 NO VARIATION OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY EACH OF THE PARTIES (OR THEIR AUTHORISED REPRESENTATIVES).

8. No waiver

8.1 FAILURE TO EXERCISE, OR ANY DELAY IN EXERCISING, ANY RIGHT OR REMEDY PROVIDED UNDER THIS AGREEMENT OR BY LAW SHALL NOT CONSTITUTE A WAIVER OF THAT OR ANY OTHER RIGHT OR REMEDY, NOR SHALL IT PRECLUDE OR RESTRICT ANY FURTHER EXERCISE OF THAT OR ANY OTHER RIGHT OR REMEDY.

8.2 NO SINGLE OR PARTIAL EXERCISE OF ANY RIGHT OR REMEDY PROVIDED UNDER THIS AGREEMENT OR BY LAW SHALL PRECLUDE OR RESTRICT THE FURTHER EXERCISE OF THAT OR ANY OTHER RIGHT OR REMEDY.

9. Assignment

Except as otherwise provided in this agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it.

10. Notices

10.1 ANY NOTICE REQUIRED TO BE GIVEN UNDER THIS AGREEMENT, SHALL BE IN WRITING AND SHALL BE DELIVERED PERSONALLY, OR SENT BY PRE-PAID FIRST CLASS POST OR RECORDED DELIVERY OR BY COMMERCIAL COURIER, TO EACH PARTY REQUIRED TO RECEIVE THE NOTICE [OR COMMUNICATION] AT ITS ADDRESS AS SET OUT BELOW:

(a) Trust

(b) BIOS, BIOS CHAIR, VERONICA GREENWOOD, 3RD FLOOR, INTERCHANGE PLACE, 151-165 EDMUND STREET, BIRMINGHAM, B3 2TA.

or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 ANY NOTICE SHALL BE DEEMED TO HAVE BEEN DULY RECEIVED:

(a) IF DELIVERED PERSONALLY, WHEN LEFT AT THE ADDRESS AND FOR THE CONTACT REFERRED TO IN THIS CLAUSE; OR

(b) IF SENT BY PRE-PAID FIRST CLASS POST OR RECORDED DELIVERY, AT [9.00] AM ON THE [SECOND] BUSINESS DAY AFTER POSTING; OR

(c) IF DELIVERED BY COMMERCIAL COURIER, ON THE DATE AND AT THE TIME THAT THE COURIER'S DELIVERY RECEIPT IS SIGNED.

10.3 A NOTICE REQUIRED TO BE GIVEN UNDER THIS AGREEMENT SHALL NOT BE VALIDLY GIVEN IF SENT BY E-MAIL.

11. No partnership

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 as the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

12. Third party rights

A person who is not a party to this agreement shall not have any rights under or in connection with it.

13. Governing law and jurisdiction

13.1 THIS AGREEMENT AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH IT OR ITS SUBJECT MATTER OR FORMATION (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW.

13.2 THE PARTIES IRREVOCABLY AGREE THAT THE COURTS OF ENGLAND AND WALES SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER OR FORMATION (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of Trust ..... Date.....

Name [printed]

Position:

Signed for and on behalf of the Contractor – British and Irish Orthoptic Society
Date.....

Name [printed] Veronica Greenwood

Position: Chair – British and Irish Orthoptic Society (BIOS)

Schedule 1

Additional Confidential Information

[Detail as appropriate]

“State the legal basis for sharing data if applicable stating GDPR Article 6(1) condition for personal data and an Article 9 condition for sensitive personal data (referred to as 'special categories of personal data' under the GDPR.”

The basis for sharing the data relating to this agreement is to facilitate clinical education for undergraduate Orthoptic students. The disclosing party will have voluntarily and explicitly consented to their Orthoptic consultation being videoed and used as a resource for education.

Article 6 – The disclosing party will have given explicit consent for their personal details (name, D.O.B, contact information) to be processed for the specific purpose of contributing to the Clinical Placement Expansion Project. Specifically the purpose of collecting and retaining these details is to ensure that in the event that the disclosing party decides to withdraw consent from the project at a later date, it is possible to effectively identify all media files associated with that individual and permanently remove them.

Article 9 - Some sensitive personal data (specifically details relating to a participants physical or mental health) may be discussed during the recorded video consultation. The disclosing party will have voluntarily and explicitly consented to have their consultation videoed for teaching purposes after reading the patient information on the project, and signed a consent form. They will be advised before the recording is started that they can decline to discuss any aspects of their physical or mental health during the recording if they would prefer. The rationale for including this information in the recording is that it is an essential part of taking

and clinical full case history, in order to provide a holistic health assessment and determine the appropriate clinical diagnosis and management in ocular conditions. To omit this aspect of the consultation is considered inappropriate as it would reduce the effectiveness of the recording for educational purposes.

Unless otherwise agreed, this contract will be reviewed and renewed on an annual basis.

Schedule 2

Trust Data Security & Confidentiality Policies

- The Data Protection Policy
- The Freedom of Information Policy
- Policy on Intellectual Property
- Information Risk Procedures
- Information Governance Policy
- Use of Computing Facilities Policy
- Remote Access Policy
- Digital Information Infrastructure Policy

Annexure 3

Schedule of Processing, Personal Data and Data Subjects

1. The Contractor shall comply with any further written instructions with respect to processing by Trust .

2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing [This should be a high level, short description of what the processing is about i.e. its subject matter]	Personal details of participants in the project (Name, D.O.B and contact details) Video recordings of patient consultations (Orthoptic assessments) including images of the patients' face and eyes, clinical discussions regarding their vision and information relevant to their eye condition and clinical examinations and tests of the eyes.
Duration of the processing [Clearly set out the duration of the processing including dates]	TBC – this is dependent on the date which approval can be gained and the efficiency of the project once it is underway.
Nature and purposes of the processing [Please be as specific as possible, but make sure that you cover all intended purposes.	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
The purpose might include: employment processing, statutory obligation, recruitment assessment etc]	The patient identifiable information (data) will be collected by the Orthoptist who records the consultation. It will be initially recorded in the patients clinical notes (paper or EPR). The Orthoptist will then input this data into an online form on the BIOS website. When the Orthoptist submits the form the data is saved and stored on the admin area of the BIOS website. This area is accessible only to staff members at BIOS and is password protected. The data is not saved elsewhere. It cannot be

	altered. It will not be shared or disseminated. The information will be used only in the circumstance of the patient withdrawing consent from the project at a later date. The patient will inform the BIOS admin team of their decision to withdraw via an online form on the BIOS website or via telephone. They will provide their details on the form/telephone which will allow the BIOS admin to identify all media relating to that patient by cross checking the information provided by the patient with that saved on the BIOS admin area. The information saved on the BIOS admin area will include the unique video ID number/numbers that correspond to that patient, which will allow all videos to be identified and permanently deleted. Once the patient has been informed that the media they feature in has been deleted their details will be permanently removed from the BIOS admin area.
Type of Personal Data[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]	Forename, Surname, Date of Birth, contact number (home/mobile/other), email address and videos.
Categories of Data Subject [Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, members of the public, etc]	Patients
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data [Describe how long the data will be retained for, how it be returned or destroyed]	Videos and corresponding patient details will be retained indefinitely on the BIOS portal for teaching purposes. The videos will be reviewed every 2 years to ensure they remain appropriate for purpose and inkeeping with evidence based practice. Videos will be destroyed if a) The patient withdraws consent

	b) The video is determined to be inappropriate for teaching purposes when reviewed. No retention period guidance has been identified for this type of data and hence the above is not in breach of any such retention.