

GP PATIENT SURVEY: TEXT OF DATA PROCESSING AGREEMENT

Under the Data Protection Act 1998, the Department of Health is required to put in place an agreement between the Department of Health and any organisation which processes personal data on its behalf governing the processing of that data.

Under an agreement made between the Department of Health (the Department) and Market & Opinion Research International Ltd (Ipsos MORI) (“the Agreement”), Ipsos MORI processes the following data (“the Personal Data”) on behalf of the Department:

- Practice Number, NHS Number, Full Name, and address of patients, date of birth and gender.

Ipsos MORI will process this personal data on receipt from the NHAIS (Exeter) Patient Registration System for the following purpose(s) only:

- To contact patients by letter in order to invite their participation in the survey.
- Send up to two reminder letters as required.
- To append geo-demographic indicators to the returned survey results based on patient postcodes
- To use NHS Number for the purposes of checking for, and removing deceased patients from the sample. To remove any patients from the sample who register an objection to their inclusion with the Department or GP Practice

The Personal Data above are and will remain the property of the Department at all times.

This letter evidences an undertaking by Ipsos MORI that it will process the Personal Data strictly in accordance with its obligations under the Agreement and with the following conditions:

1. Ipsos MORI shall employ appropriate organisational, operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27002-2:2005 (ISO/IEC 17799:2005) as appropriate to the services being provided to the Department. The Department will use of ISO/IEC 27002-2:2005 as a basis for auditing compliance with the guarantees Ipsos MORI provides in relation to this obligation;
2. Ipsos MORI shall ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the Personal Data.
3. Ipsos MORI shall ensure that all employees used by it to provide the services as defined in the Agreement have a contractual duty of confidence, and have undergone training in the law of data protection, their duty of confidentiality under contract, the Market Research Society’s code of conduct, and in the care and handling of Personal Data;
4. This Agreement shall be governed by and interpreted in accordance with the laws of the United Kingdom.

5. Ipsos MORI agrees to assist the Department promptly with all subject information requests which may be received from the data subjects of the Personal Data. Ipsos MORI further agrees that they will provide such assistance so as to assist the Department in complying with such requests within its service level target of 21 days;
6. Ipsos MORI shall not use the Personal Data for any purposes other than those detailed above.
7. Ipsos MORI shall not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the Department.
8. Ipsos MORI will NOT transfer the Personal Data to any other country.
9. Ipsos MORI will only use the Personal Data supplied for the purpose(s) detailed above in connection with carrying out the research as agreed. Ipsos MORI will ensure that the personal data is **securely** removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the personal data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

The Department reserves the right upon giving reasonable notice and within normal business hours to inspect Ipsos MORI's systems in order to satisfy itself that Ipsos MORI is adhering to the terms of the letter."