

**DATA PROCESSING ADDENDUM**  
**(including the European Standard Contractual Clauses**  
**applicable to the transfer of personal data to third countries)**

This Data Processing Addendum ("DPA") is an addendum to and forms part of the TriNetX Membership Agreement between Medway NHS Foundation Trust, Inc. (the "Agreement") dated January 12<sup>th</sup>, 2018 and reflects the Parties' agreement with regard to the Processing of Personal Data in accordance with the requirements of applicable Data Protection Laws and Regulations. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. This DPA consists of two parts: the main body of the DPA and Exhibit 1 (including Appendices 1 and 2).

It should be noted that this DPA will be updated and re-issued before the adoption of the EU General Data Protection Regulation in May 2018"

**PURPOSE OF THIS DPA**

The purpose of this DPA is to provide for additional details regarding the data processing carried out by TriNetX on Member's behalf as a Data Processor.

**DATA PROCESSING TERMS**

In the course of providing the TriNetX Product and any professional services to Member pursuant to the Agreement (collectively, the "Services"), TriNetX may Process Personal Data on behalf of Member. TriNetX agrees to comply with the following provisions with respect to any Personal Data submitted by or for Member to the Services or collected and Processed in connection with Member's use of the Services.

**1. DEFINITIONS**

"Affiliate" has the definition provided in the Agreement and if not so defined, a person or entity that directly or indirectly controls, is controlled by, or is under common control with, another person or entity.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the individual to whom Personal Data relates.

"Personal Data" means any data relating to an identified or identifiable person that is submitted to the Services as Member Data.

"Process" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Standard Contractual Clauses" means the agreement executed by and between Member and TriNetX and attached hereto as Exhibit 1 pursuant to the European Commission's decision of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Data Processor engaged by TriNetX.

## **2. PROCESSING OF PERSONAL DATA**

**2.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Member is the Data Controller, TriNetX is a Data Processor and that TriNetX will engage Sub-processors pursuant to the requirements set forth in section 6 "Sub-processors" below.

**2.2 Member's Processing of Personal Data.** Member shall, in its use of the TriNetX Product, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. Member shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Member acquired Personal Data. Any instructions for the Processing of Personal Data provided by Member must comply with Data Protection Laws and Regulations.

**2.3 TriNetX's Processing of Personal Data.** TriNetX shall only Process Personal Data on behalf of and in accordance with [Member's instructions and shall treat Personal Data as Confidential Information. Member instructs TriNetX to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement; and (ii) Processing initiated by [Member or Users in their use of the TriNetX Product. This DPA and the Agreement constitute Member's complete and final instructions to TriNetX for the Processing of Personal Data. No additional or alternate instructions will apply unless set forth a written agreement between the parties.

## **3. RIGHTS OF DATA SUBJECTS**

**3.1 Correction, Blocking and Deletion.** To the extent Member, in its use of the TriNetX Product, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws and Regulations, TriNetX shall comply with any commercially reasonable request by Member to facilitate such actions to the extent TriNetX is legally permitted to do so. To the extent legally permitted, Member shall be responsible for any costs arising from TriNetX's provision of such assistance.

**3.2 Data Subject Requests.** TriNetX shall, to the extent legally permitted, promptly notify Member if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. TriNetX may respond to any such Data Subject request without Member's written consent to confirm that the request relates to Member. TriNetX shall provide Member with commercially reasonable cooperation and assistance in relation to handling of a Data Subject's request for access to that Data Subject's Personal Data, to the extent legally permitted and to the extent Member does not have access to such Personal Data through its use of the TriNetX Product.

## **4. TriNetX PERSONNEL**

**4.1 Confidentiality.** TriNetX shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements which survive the termination of the personnel engagement.

**4.2 Reliability.** TriNetX shall take commercially reasonable steps to ensure the reliability of any TriNetX personnel engaged in the Processing of Personal Data.

**4.3 Limitation of Access.** TriNetX shall ensure that TriNetX's access to Personal Data is limited to those personnel who require such access to perform under the Agreement.

**4.4 Data Protection Officer.** TriNetX has appointed a data protection officer where such appointment is required by Data Protection Laws and Regulations. The appointed person may be reached at [chris.fraser@trinetx.com](mailto:chris.fraser@trinetx.com).



## **5. SUB-PROCESSORS**

**5.1 Appointment of Sub-processors.** Member acknowledges and agrees that (a) TriNetX's Affiliates may be retained as Sub-processors; and (b) TriNetX and TriNetX's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services

**5.2 Liability.** TriNetX shall be liable for the acts and omissions of its Sub-processors to the same extent TriNetX would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as may otherwise be set forth in the Agreement.

## **6. SECURITY**

**6.1 Controls for the Protection of Personal Data.** TriNetX shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of [Member] Data, including Personal Data, as set forth in the Agreement. TriNetX regularly monitors compliance with these safeguards. TriNetX will not materially decrease the overall security of the TriNetX Product during the term of the Agreement.

## **7. SECURITY BREACH MANAGEMENT AND NOTIFICATION**

TriNetX maintains security incident management policies and procedures specified in the Agreement and shall, to the extent permitted by law, promptly notify Member of any actual or reasonably suspected unauthorized disclosure of Personal Data by TriNetX or its Sub-processors of which TriNetX becomes aware (a "Security Breach"). To the extent such Security Breach is caused by a violation of the requirements of this DPA by TriNetX, TriNetX shall make reasonable efforts to identify and remediate the cause of such Security Breach as promptly as practicable. From May 2018 and in line with the adoption of the EU General Data Protection Regulation, the maximum time limit allowed for the notification of breaches will be 72 hours.

## **8. RETURN AND DELETION OF PERSONAL DATA**

TriNetX shall make available Personal Data to Member and delete Personal Data if and as specified in the Agreement.

## **9. ADDITIONAL TERMS FOR EU PERSONAL DATA**

**9.1 Application of Standard Contractual Clauses.** The unamended controller to processor EC Standard Contractual Clauses in Exhibit 1 (the "Standard Contractual Clauses") as signed by the parties will apply to the Processing of Personal Data by TriNetX in the course of providing the Services as follows:

**9.1.1** The Standard Contractual Clauses apply only to Personal Data that is transferred from the European Economic Area (EEA) to outside the EEA, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the EU Data Protection Directive), and (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for personal data.

**9.1.2** The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Member established within the European Economic Area (EEA) and Switzerland that have a right to access and use the TriNetX Product under the Agreement and that have signed the Standard Contractual Clauses. For the purpose of the Standard Contractual Clauses and this Section 9, the aforementioned entities shall be deemed "Data Exporters".

**9.2 Audits and Certifications.** The parties agree that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications (without limitation

to Data Exporter's rights under Applicable Law): Upon Data Exporter's request, and subject to the confidentiality obligations set forth in the Agreement, Data Importer shall make available to Data Exporter (or Data Exporter's independent, third-party auditor that is not a competitor of TriNetX) information regarding TriNetX's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Agreement.

**9.3 Conflict.** In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses in Exhibit 1, the Standard Contractual Clauses shall prevail.

#### 10. LEGAL EFFECT

This DPA shall only become legally binding between Member and TriNetX after complete execution by all relevant parties of the DPA.

Medway NHS Foundation Trust

Signature:

Print Name:

Title:

Date:

TriNetX, Inc.

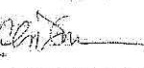
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Print Name:

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Christopher M. Fraser

VP, Finance & Administration

2018-01-12

  
L. Dwyer  
CEO 25/1/18

**EXHIBIT 1**

**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Medway NHS Foundation Trust ICO registration number: Z5002033

Address: Windmill Road, Gillingham, Kent, ME7 5NY

Tel.: 01634 830000 x3129 ..... ; fax: ..... ; e-mail: edyta.mccallum@nhs.net.....

Member State in which the data exporter is established: United Kingdom

Other information needed to identify the organisation:

.....  
(the data exporter)

And

Name of the data importing organisation: TriNetX, Inc.

Address: 125 Cambridgepark Drive Suite 500, Cambridge, MA, 021402

Tel.: [857-285-6037] fax: [617-945-2091] e-mail: [chris.fraser@trinetx.com]

Other information needed to identify the organisation: Not applicable

.....  
(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.



*Clause 1*  
**Definitions**

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

*Clause 2*  
**Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

*Clause 3*  
**Third-party beneficiary clause**

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the

data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

*Clause 4*  
***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

*Clause 5*  
***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;



- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

#### *Clause 6* *Liability*

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.



3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7*

**Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8*

**Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9*

**Governing Law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

*Clause 10*

**Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*

**Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

**Clause 12**

***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, if the data importer has retained or has in its possession any personal data the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter: Medway NHS Foundation Trust**

Name (written out in full): Diana Hamilton-Fairley

Position: Medical Director / Caldicott Guardian

Address: Medway NHS Foundation Trust

Other information necessary in order for the contract to be binding (if any):

Signature

(stamp of organisation)

**On behalf of the data importer: TRINETX, INC.**

Name (written out in full): Christopher Fraser

Position: VP Finance & Privacy Officer

Address: 125 Cambridgepark Drive, Suite 500, Cambridge, MA 02140 USA

Other information necessary in order for the contract to be binding (if any):

DocuSigned by:

Signature

(stamp of organisation)

#### APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

##### **Data exporter**

The data exporter is:

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) each Affiliate of Member established within the European Economic Area (EEA) and Switzerland that has purchased or is receiving Services under the Agreement.

##### **Data importer**

The data importer is:

TriNetX, Inc. is a provider of a software-as-a-service Informatics platform which processes personal data upon the instruction of the Data Exporter in accordance with the terms of the Agreement.

##### **Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

Data Exporter may submit Personal Data to the Services, or cause Personal Data to be submitted to the Services, the extent of which is determined and controlled by the Data Exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Patients of Data Exporter (who are natural persons)
- Data exporter's Authorized Users authorized by Data Exporter to use the Services

##### **Categories of data**

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the Services, or cause Personal Data to be submitted to the Services, the extent of which is determined and controlled by the Data Exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Service User's First and last name
- Service User's Business email
- Company, title, position
- Patient demographics
  - Pseudonymised patient ID
  - Date of birth as 01/month/year for all cases
  - Vital status
  - Post code reduced to first half plus first digit of second half e.g. MES 7\_\_
  - Gender
  - Ethnicity
- Encounter data
  - Patient pseudonymised ID
  - Encounter ID
  - Encounter Type
  - Location ID
  - Encounter start date
  - Encounter End date
  - Length of stay
- Location data
- Diagnosis data
  - Patient pseudonymised ID
  - Encounter ID
  - Diagnosis code System
  - Diagnosis code
  - Diagnosis description



- Principal Diagnosis indicator
- Procedures data

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

Data Exporter may submit special categories of data to the Services, or cause Personal Data to be submitted to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is the performance of the Services pursuant to the Agreement.

DATA EXPORTER: Medway NHS Foundation Trust

Name: Diana Hamilton-Fairley

Authorised Signature *Diana Hamilton-Fairley*

DATA IMPORTER: TRINETX, INC.

Name: ... Christopher Fraser.....

Authorised Signature ..... *Christopher Fraser*

DocuSigned by:

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**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data Importer has established and agrees to maintain an Information Security Management System (ISMS) in compliance with its ISO 27001:2013 certification to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data related to the Services, as described in the Agreement.