

Confidentiality and Data Sharing Agreement

Exam data

This agreement is made and entered into at the date of signature below.

The Parties:

Faculty of Occupational Medicine ('the Disclosing Party') of 3rd Floor, New Derwent House, 69-73 Theobald's Road, London, WC1X 8TA.

and

The General Medical Council ('the GMC') of Regent's Place, 350 Euston Road, London, NW1 3JN;

Whereas

- The parties are entering into a binding agreement whereby the GMC will be supplied with certain confidential information (i.e. identifiable exam results and marks) belonging to the Disclosing Party in line with the [*Proposal for exam data to be supplied at individual trainee level*](#) and to assist their objective to: **to regulate medical education pursuant to statutory duties under the Medical Act 1983 ('the Purpose')**.
- Both parties are concerned to protect such confidential information to protect individual privacy and will only use the confidential data listed at Annex A for the Purpose.
- The GMC may disclose certain data to the Disclosing Party to support the Purpose.
- To this end both parties shall ensure any transfer of personal data complies with the Data Protection Act 1998 (e.g. providing data subjects with a suitable privacy notice).

1. Confidentiality and Data Protection

- 1.1. Both the Disclosing Party and the GMC are Data Controllers as defined by the Data Protection Act 1998 (DPA) and must process personal or sensitive personal data in line with the provisions of that act. In particular the data should be held or transferred securely and should only be kept as long as necessary (in line with the GMC's data retention policy), until such time as it is returned to the Disclosing Party or it is disposed of securely.
- 1.2. The GMC shall keep secure and shall endeavour to ensure that its employees, partners, contractors or subcontractors will keep secure, and will not for any reason (except only for carrying out the Purpose) use or disclose to any person, information of a confidential

or sensitive nature which the GMC may receive or come into possession of, including (but not limited to) potentially identifiable Personal or Sensitive Personal Data (as defined by the DPA) in relation to registered medical practitioners.

- 1.3. The express duties of fidelity and confidentiality identified herein are deemed to be in addition to any duties implied by law, but shall not apply to information disclosed pursuant to any order of any court of competent jurisdiction, or information which, except through any breach of this or any other agreement by the GMC, is in the public domain. If the GMC is required to make any disclosure of confidential information by law, the GMC must co-operate with the Disclosing Party regarding the manner of such disclosure and any legal action that the GMC may take to challenge the lawfulness of any such requirement.
- 1.4. Disclosing Party and GMC Background Intellectual Property shall remain vested in them respectively. The Disclosing Party shall grant (or shall use reasonable endeavours to procure that the relevant third party shall grant) to the GMC for the duration of this Agreement a non-exclusive, non-transferable, royalty free licence to use such Disclosing Party Background Intellectual Property as is necessary for the sole purpose of the Purpose outlined above.
- 1.5. Such data should be held or transferred securely and should only be kept as long as necessary in line with the GMC's data retention policy or until such time as it is returned to the Disclosing Party, or disposed of, securely.

2. Furthermore, and for the avoidance of doubt


- 2.1 In relation to data held for the Purpose, the GMC will only disclose pass or fail information to Data Subjects who request their personal data under the DPA (Subject Access Requests).
- 2.2 The GMC will not disclose exam marks unless legally compelled to do so (eg by order of a court or competent body).
- 2.3 The data may be disclosed to third parties in future for other linked purposes including research, however, the GMC will not disclose any identifiable data without the Disclosing Party's permission.
- 2.4 Colleges are subject to a pre-existing and separate duty to notify the GMC if they have concerns about a doctor's fitness to practise medicine in the UK. Accordingly, the data will not be used to initiate the GMC's Fitness to Practise processes.
- 2.5 This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective duly authorised representatives.

For and on behalf of the Disclosing Party


For and on behalf of the GMC

Authorised signatory



[Signed Electronically]

Authorised signatory



Name Group Captain David McLoughlin

Name Dr Vicky Osgood

Job title Director of Assessment

Job title Assistant Director for
Postgraduate Education

Date 25th July 2013

Date 16th July 2013

Annex A – Data Specification

The table below contains a list of fields used by a college to store data for a particular exam which will be shared with the GMC.

Fields Shared with the GMC for MFOM Part 1	Fields Shared with the GMC for MFOM Part 2
Title	Title
Initials	Initials
Forename	Forename
Surname	Surname
Date of birth	Date of birth
Gender	Gender
GMC number	GMC number
Primary Qualification	Primary Qualification
Primary Qualification awarding body	Primary Qualification awarding body
Primary Qualification date	Primary Qualification date
Deanery	Deanery
Result: PASS/FAIL	Overall result: PASS/FAIL
MCQ %	MCQ result: PASS/FAIL
Pass mark (%)	MCQ %
	MCQ pass mark (%)
	MEQ result: PASS/FAIL
	MEQ %
	MEQ pass mark (%)
	OSPE result: PASS/FAIL
	OSPE %
	OSPE pass mark (%)

The table below contains a list of data fields to be provided to the Disclosing Party by the GMC.

Fields Shared with the College
GMC Number
Forename
Surname
Place of PMQ
Current Training Level (if in training)
Current Deanery