

# DiADeM Service User Agreement: Main

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## 2. Definitions

The definitions of abbreviations and terms used in this document are detailed below.

| ITEM          | DEFINITION                                                                                                                                                                          |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access        | Actions that may result in: (i) the data being viewed or changed; (ii) operational aspects of IT systems to changed; or (iii) security settings of IT systems to viewed or changed. |
| Agreement [1] | DiADeM Service Use Agreement: Main                                                                                                                                                  |
| Agreement [2] | IT Services Agreement                                                                                                                                                               |
| Agreement [3] | DiADeM Service Use Agreement: Apperta-User                                                                                                                                          |

|                               |                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement [4]                 | Data Processing Agreement: Apperta-inidus                                                                                                                                                                                                                                                                                                                        |
| Agreement [5]                 | Data Processing Agreement: User- inidus                                                                                                                                                                                                                                                                                                                          |
| Apperta                       | The Apperta Foundation C.I.C., Company registered in England and Wales registration number: 09483987, Registered address: 10 Queen Street Place, London, EC4R 1BE                                                                                                                                                                                                |
| Apperta Data and Systems      | (i) any DataDC for which Apperta is the Data Controller; and (ii) all Apperta IT Systems                                                                                                                                                                                                                                                                         |
| Apperta IT Systems            | All IT systems that Apperta controls to undertake Processing of DataDD where: (i) processing includes management of the data processing; (ii) the IT systems are under the control of Apperta; and (iii) IT Systems include DiADeM Web Service Tools.                                                                                                            |
| Apperta Personnel             | Those persons directly employed by Apperta; and subcontractors and agents working under Apperta's direct control                                                                                                                                                                                                                                                 |
| Assessor                      | This is a User role, where the User is registered to carrying out the DiADeM assessment on patients.                                                                                                                                                                                                                                                             |
| Breach of Personal Data       | A breach of personal data means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. This includes breaches that are the result of both accidental and deliberate causes. It also means that a breach is more than just about losing personal data.                |
| CDR                           | Clinical Data Repository                                                                                                                                                                                                                                                                                                                                         |
| CESG                          | Communications-Electronics Security Group. This is now part of National Cyber Security Centre ( <a href="https://www.ncsc.gov.uk/">https://www.ncsc.gov.uk/</a> ). The UK government's National Technical Authority for Information Assurance (CESG), advises organisations on how to protect their information and information systems against today's threats. |
| Data Controller               | The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data, as defined by Article 4 of the GDPR.                                                                                                                                              |
| Data Processor                | A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, as defined by Article 4 of the GDPR.                                                                                                                                                                                                |
| Data Protection Officer (DPO) | Information Governance Role, defined under Article 39 of the GDPR.                                                                                                                                                                                                                                                                                               |
| Data Subject                  | A natural person who is the owner of the Personal Data                                                                                                                                                                                                                                                                                                           |
| DataDC                        | Data that is controlled by the Data Controller                                                                                                                                                                                                                                                                                                                   |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DataDD                        | Any data that is stored on the DiADeM Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| DiADeM                        | Diagnosing Advanced Dementia Mandate, a dementia diagnostic tool to support the diagnosis of people living with advanced dementia in care home settings. It is designed for use on people living with advanced dementia within a care home who do not have a formal diagnosis. In these cases a referral to memory services may not be feasible or desirable, and is likely to be distressing for the individual.                                                                                                                                                                                                       |
| DiADeM app                    | The app that the Assessor downloads to their remote device which they use to undertake the DiADeM Assessment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| DiADeM Assessment             | A tool that has been developed in 2015 by the Yorkshire & Humber Dementia and Older Peoples Mental Health Clinical Network (YH DOPMH CN) with input from a range of stakeholders including experts in the field of Dementia from across the health spectrum and in particular from Dr Graeme Finlayson and Dr Subha Thiyagesh who shared their existing protocols. The application has support from the Alzheimer's Society and its use for diagnosing Dementia in the care home setting has been recommended by Professor Alistair Burns the National Clinical Director for Dementia and Older People's Mental Health. |
| DiADeM Assessment Report      | the report generated as an outcome of a completed DiADeM Assessment. This report is in a pdf format and the Assessor sends this to their selected Recipient.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| DiADeM Authentication Service | The Authentication Service holds User information for the purposes of managing permitted access and sharing of information held by the Diadem Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| DiADeM CDR Service            | The CDR Service is used to hold patient data (includes sensitive data). It comprises the CDR server and demographics server.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| DiADeM Service                | The Diadem Service are the full suite of services through which the DiADeM is delivered to Users.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| DiADeM web portal             | The web portal through which Users gain access to the Diadem Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| DiADeM Web Service Tools      | The tools provided through which the User accesses the Diadem Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| DPcdr                         | The Data Processor of the DiADeM CDR Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| DPIA                          | Data Protection Impact Assessment (refer to Article 35 of GDPR, and <a href="https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/data-protection-impact-assessm">https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/data-protection-impact-assessm</a> )                                                                                                                                                                                                                       |

|                                         |                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | ents/)                                                                                                                                                                                                                                                                                                                                |
| ITServices                              | All IT services that inidus provides to support the DiADeM Service                                                                                                                                                                                                                                                                    |
| ehrID                                   | The unique internal identifier for a single patient, created by the DiADeM CDR Service                                                                                                                                                                                                                                                |
| GDPR                                    | General Data Protection Regulations<br>( <a href="http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&amp;qid=1490179745294&amp;from=en">http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&amp;qid=1490179745294&amp;from=en</a> )                                                          |
| Information Commissioner's Office (ICO) | refer to <a href="https://ico.org.uk/">https://ico.org.uk/</a>                                                                                                                                                                                                                                                                        |
| inidus                                  | inidus Limited, Company registered in England and Wales registration number: 10733421, Registered address: The Oakley, Kidderminster Road, Droitwich, WR9 9AY                                                                                                                                                                         |
| inidus Data and Systems                 | (i) any DataDC; and (ii) all inidus IT Systems                                                                                                                                                                                                                                                                                        |
| inidus IT Systems                       | All IT systems that inidus controls to undertake Data Processing of DataDD, including management of the data processing, where the systems are under the control of inidus                                                                                                                                                            |
| inidus Personnel                        | Those persons directly employed by inidus; and subcontractors and agents working under inidus' direct control                                                                                                                                                                                                                         |
| non-Clinical Auditor                    | This is a User role, where the User is able to obtain reports based on the full data held by the DiADeM Service. All reports are processed such that they contain NO patient Personal Data                                                                                                                                            |
| Person identifiable Data (PID)          | This is the same as Personal Data                                                                                                                                                                                                                                                                                                     |
| Personal Data                           | Any data relating to an identified or identifiable natural person, as defined by Article 4 of the GDPR, that is stored on the inidus platform                                                                                                                                                                                         |
| PurposeDP                               | For inidus to discharge inidus' obligations as Data Processor of the DiADeM CDR Server                                                                                                                                                                                                                                                |
| Privacy Impact Assessment (PIA)         | Privacy Impact Assessment. This is defined under the Data Protection Act (refer to <a href="https://ico.org.uk/media/for-organisations/documents/1595/pia-code-of-practice.pdf">https://ico.org.uk/media/for-organisations/documents/1595/pia-code-of-practice.pdf</a> ). Note that, under the GDPR, the PIA is replaced by the DPIA. |
| Recipient                               | This is a User role, where the User is a clinician responsible for the long term care of the patient, or works for a clinician who is responsible for the patient's long term care. A Recipient is a person to whom an Assessor is able to send a DiADeM Assessment Report.                                                           |
| Retention Period                        | The time period that Personal Data is held by the DiADeM Service, after which point it being deleted.                                                                                                                                                                                                                                 |
| Sensitive Data                          | Referred to as a special category of Personal Data within Article 9 of GDPR, and includes health data                                                                                                                                                                                                                                 |
| Third Party                             | All persons or organisations who are not party to the agreement. Where one of the party is "inidus", then Third party excludes all inidus Personnel                                                                                                                                                                                   |

|               |                                                                                                                                                                                              |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| User          | The person who has registered on the DiADeM system to use the Diadem Service                                                                                                                 |
| User Role     | The role that the User is registered on the Diadem Service. A User may register under one or more of the following roles types:<br>(1) Assessor<br>(2) Recipient<br>(3) non-clinical Auditor |
| Working Hours | Working hours are defined as 9 a.m. to 5 p.m. on Monday to Friday, excluding bank holidays                                                                                                   |

### 3. Parties in the agreement

1. **Apperta**
2. **User**

### 4. Subject Matter

1. This agreement is concerned with the **DiADeM Service**, which is a clinical tool to assess moderate onset dementia. The details of the **DiADeM Service** are provided at the [link](#).
2. The agreements listed on the table below are relevant to this **Agreement [1]**.
3. **Agreement [3]** and **Agreement [5]** are subordinate to this **Agreement [1]**.

| Title of Agreement                         | Abbreviation         | Parties of agreement |
|--------------------------------------------|----------------------|----------------------|
| DiADeM Service User Agreement: Main        | <b>Agreement [1]</b> | Apperta, User        |
| DiADeM Service Use Agreement: Apperta-User | <b>Agreement [3]</b> | Apperta, User        |
| Data Processing Agreement: User-inidus     | <b>Agreement [5]</b> | User, inidus         |

## 5. Purpose of Agreement

1. The purpose of this **Agreement [1]** is to grant the **User's** use of the **DiADeM Service**.

## 6. Duration

1. The duration of this **Agreement [1]** is indefinite

## 7. Notice

1. Either Party may serve notice at any time by issuing a "Notice of termination of DiADeM Service Registration" to the other party.
2. Where the **User** issues the "Notice of termination of DiADeM Service Registration", the **User** will serve this notice using the **DiADeM Web Service Tools**.
3. The notice period for termination of this **Agreement [1]** is one complete calendar month.

## 8. Service

1. The **User** agrees to register as a **User** of the **DiADeM Service** prior to their being permitted to use the **DiADeM Service**, where the **User** will select one or more of the following **User Roles**:
  - a. **Assessor**
  - b. **Recipient**
  - c. **Non-clinical Auditor**
2. The **User** agrees to abide by the Terms and Conditions as applicable for their registered **User Role** on the **DiADeM Service**, according to the table below, where the headings of the table provide hyperlinks to the respective agreements.

| User Role | <a href="#">Agreement [3] -- DiADeM Service Use Agreement: Apperta-User</a> | <a href="#">Agreement [5] -- Data Processing Agreement: User-inidus</a> |
|-----------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Assessor  | ✓                                                                           | ✓                                                                       |

|                             |   |   |
|-----------------------------|---|---|
| <b>Recipient</b>            | ✓ | ✓ |
| <b>Non-clinical Auditor</b> | ✓ | - |

## 9. End of Contract Provision

Where a “Notice of termination of DiADeM Service Registration” has been served by a **User** or **Apperta**:

1. At the commencement of the notice period **Apperta** will notify the **User** of all **DataDD** for which the **User** is the **Data Controller**;
2. The **User** will during the notice period manage all the **DataDD** for which the **User** is the **Data Controller** such that at the end of the notice period, there is no remaining **DataDD** for which the **User** is the **Data Controller** held within the **DiaDeM Service**.
3. On termination of this contract, if there is any data of the **User** remaining on the **DiADeM Service** for which the **User** is the **Data Controller**, the **User** authorises the **DiADeM Web Service Tools** to instruct that this data is deleted.
4. On termination of this contract, **Apperta** will:
  - a. Delete all **Personal Data** of the **User** held by the **DiADEM Service** for which **Apperta** is a **Data Controller**.
  - b. Instruct **inidus** to delete all **Personal Data** of the **User** that **Apperta** has previously provided to **inidus** within **Apperta**’s capacity as **Data Controller of the Subject Data**, where **Apperta** provided the **Subject Data** for the sole **PurposeDP**.
  - c. Retain any information for which **Apperta** is legally bound according to the prevailing data protection legislation applicable to the UK; this clause taking precedence of the above clauses 5(a) and 5(b).
5. On completion of the notice period, the following individual agreements in which the **User** is a party will terminate:
  - a. **Agreement [1]** -- DiADeM Service Use Agreement: Main
  - b. **Agreement [3]** -- Apperta-User: DiADeM Service Use Agreement
  - c. **Agreement [5]** -- User - inidus: Data Processing Agreement

## 10. Obligations and Rights of the Data Controller

1. **Apperta** will act in full accordance with their duties as **Data Controller** as per the subordinate **Agreement [3]** and **Agreement [5]**.
2. The **Data Controller** shall handle **DataDC** in strict compliance with the prevailing data protection legislation applicable to the UK.
3. Nothing in this agreement relieves the **Data Controller** of its own direct responsibilities and liabilities under **GDPR**.

## 11. Obligations and Rights of the Data Controller

### 11.1. Apperta

1. **Apperta** shall act in full accordance with its duties as **Data Controller** for **DataDD** held on the **DiADeM Authentication Service**.
2. **Apperta** shall strictly abide by its obligations and rights as detailed in the **Agreement [3]**, which is subordinate to this **Agreement [1]**.
3. **Apperta** shall handle **DataDC** in strict compliance with the prevailing data protection legislation applicable to the UK.
4. Nothing in this agreement relieves the **Apperta** of its own direct responsibilities and liabilities under the prevailing data protection legislation applicable to the UK.

### 11.2. The User

5. The **User** shall act in full accordance with its duties as **Data Controller** for all **DataDD** held on the **DiADeM CDR Service** for which the **User** holds responsibility as the **Data Controller**.
6. The **User** shall strictly abide by its obligations and rights as detailed in the **Agreement [5]**, which is subordinate to this **Agreement [1]**.

7. The **User** shall handle **DataDC** in strict compliance with the prevailing data protection legislation applicable to the UK.
8. Nothing in this agreement relieves the the **User** of its own direct responsibilities and liabilities under the prevailing data protection legislation applicable to the UK.