



**Data Processing Agreement No: NRS-2021-DPA-04  
For the necessary processing of Personal Data  
between**

**Chief Constable of The Police Service of Scotland  
(Police Scotland) (*the Data Controller*)**

having its headquarters at Tulliallan Castle, Kincardine, Fife, FK10 4BE

**And**

**Registrar General of Births, Deaths and Marriages for  
Scotland  
(National Records of Scotland (NRS)) (*the Data  
Processor*)**

having its headquarters at HM General Register House, 2 Princes Street, Edinburgh  
EH1 3YY

For the purpose of Processing Data for the ingest of Police Scotland data into the  
National Safe Haven, for the purposes of research related to the COVID 19 public health  
emergency

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## **1. Definitions and interpretation**

**1.1** In this Agreement the definitions set out in Annex 1 (Definitions) shall apply.

**1.2** Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

## **2. Background**

**2.1** The Controller processes Personal Data in connection with its operational and business activities;

**2.2** The Processor processes Personal Data on behalf of Police Scotland;

**2.3** The Controller wishes to engage the services of the Processor for the purpose of providing Indexing Services on statistical data

**The parties hereby mutually agree as follows:**

### **2.4 Consideration And Obligations Of The Processor**

**2.4.1** In consideration of the Controller engaging the services of the Processor to process Personal Data on its behalf, the Processor shall comply with the security, confidentiality and other obligations imposed on it under this Data Processing Agreement (DPA).

**2.4.2** The Processor shall only carry out those actions in respect of the Personal Data Processed on behalf of the Controller as are expressly authorised by the Controller.

**2.4.3** The Processor agrees that it shall maintain the Personal Data it processes on behalf of the Controller in confidence. In particular, the Processor agrees that, save with the prior written consent of the Controller, it shall not disclose any Personal Data supplied to the Processor by, for, or on behalf of, the Controller to any third party.

**2.4.4** The Processor shall not make any use of any Personal Data supplied to it by the Controller otherwise than in connection with the provision of Services to the Controller.

**2.4.5** The obligations in 2.4.3 and 2.4.4 above shall continue for a period of five years after the cessation of the provision of Services by the Processor to the Controller.

2.4.6 The Processor must not use any Personal Data for its own direct or indirect benefit, or the direct or indirect benefit of any third party, except that the Processor may use Personal Data to the extent necessary to perform its duties and obligations, or to enforce its rights, under this DPA.

### **3. Data Processing Provision**

3.1 This DPA is for the Data Processing provision as required by Article 28(3) UK GDPR and includes certain details of the Processing of Personal Data in connection with the Services:

3.2 The subject matter and duration of the Processing of Personal Data are set out in this DPA.

### **4. The Nature And Purpose Of The Processing Of Personal Data**

4.1 The lawful basis for processing is provided by Article 6(1)(e) of the UK GDPR "Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller".

4.2 The basis in law for the Registrar General's 'public task' is provided by Registration of Births, Deaths and Marriages (Scotland) Act 1965 section 3(1) "The Registrar General shall exercise the functions pertaining to the said office by virtue of this or any other Act;"

### **5. Data Processing (Inc The Types Of Personal Data To Be Processed And Categories Of Data Subject To Whom Personal Data Relates**

5.1 The obligations and rights of the Data Controller as the Data Controller are set out in clause 12 (*Data Protection*) of this DPA.

#### **5.2 Data Protection Officers:**

- (a) The contact details of the Controller's data protection officer (or its nominated Representative) under this DPA are:

Name: Kerry Harvey  
E-mail: DataProtection@scotland.police.uk

- (b) The contact details of the Processor's data protection officer under this DPA are:

Laura Mitchell  
Data Protection Officer  
National Records of Scotland  
HM General Register House  
Edinburgh

EH1 3YY

Email: [dataprotection@nrscotland.gov.uk](mailto:dataprotection@nrscotland.gov.uk)

Telephone: 0131 535 1314

**5.3** Certain details relating to the Processing of Personal Data in connection with this DPA as required by Data Protection Legislation:

| Description                                                           | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject matter of the Processing and Controller's instructions</b> | <b>Subject matter of the Processing:</b> the subject matter of the Processing is set out in this DPA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                       | <b>Controller's instructions:</b><br>The Controller determines the access to and use of the Personal Data. The Controller hereby instructs the Processor to Process any Personal Data on the following basis:<br>- for all purposes related to the performance of this Agreement; and in accordance with any further written instructions with respect to Processing provided by the Controller from time to time for the purpose of processing data for the purpose of Processing Data for the ingest of Police Scotland data into the National Safe Haven, for the purposes of research related to the COVID19 public health emergency<br><br>The Processor must provide and maintain an Information Security Management System (ISMS) and ensure alignment of their technical controls with the Cyber Essentials scheme.<br><br>The processor will provide a secure and controlled environment in line with the guidance and requirements in HMG Security Policy Framework, the National Cyber Security Centre guidance and align closely with ISO27001<br><br>Where any service is provided using public, hybrid or private cloud instances, or where cloud technologies are used to provide or support elements of the service, the parties must meet the requirements detailed in the <b>HMG</b> Cloud Security Principles. |
| <b>Duration of the Processing</b>                                     | Processing shall continue until this DPA is terminated or until the Data is no longer considered to be Personal Data in accordance with Data Protection Legislation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Nature and purposes of the Processing</b>                          | The nature of the Processing is to process data for the ingest of Police Scotland data into the National Safe Haven, for the purposes of research related to the COVID 19 public health emergency<br><br>The scope and type of Personal Data that will be made available to the Processor as part of such services is more particularly described in Annex 2 of this DPA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                                                                                                      |                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                      | The purpose of the Processing is set out in this DPA.                                                                                                                                  |
| <b>Type of Personal Data (including identifying any special category data or data relating to criminal convictions and offences)</b> | <p>Personal Data to be processed:</p> <p>Police Scotland nominal identifier, forename, surname, date of birth, sex, postcode.</p> <p>This data is classified as Official Sensitive</p> |
| <b>Categories of Data Subject</b>                                                                                                    | Persons whose Personal Data is contained within the Data supplied to the Processor by the Controller.                                                                                  |
| <b>Plan for return of the Personal Data once the Processing is complete</b>                                                          | Once processing is completed, the processor will retain the personal data in accordance with clause 6 of this DPA. The personal data will not be returned to the data controller.      |
| <b>Sub-processors</b>                                                                                                                |                                                                                                                                                                                        |
| <b>Transfers to third countries or international organisations</b>                                                                   | The Personal Data shall be processed in the UK and shall not be transferred to third countries or international organisations without Police Scotland's prior written consent          |
| <b>Legal Basis for Processing</b>                                                                                                    | See clause 4 of the DPA.                                                                                                                                                               |
| <b>Legal gateway</b>                                                                                                                 | See clause 4 of the DPA.                                                                                                                                                               |
| <b>Special Terms</b>                                                                                                                 | The Services and Transfer Process is set out in Annex 2                                                                                                                                |

## 6. Data Retention

**6.1** All Data shall be stored securely by the Processor for a period of six months following confirmation from eDRIS/the Controller the files have been successfully transferred after which the Personal Data shall be destroyed securely in accordance with **HMG** IA Standard 5 (IS5).

## 7. Term of the DPA

**7.1** The term of the DPA is for a period of 2 years and will commence on 01/03/2022 and extend to 30/11/2023 unless it is otherwise terminated in accordance with the provisions of the DPA set out clause 8.1.

**7.2** The Agreement will be reviewed every 2 years by the parties and should take place within 3 months of the anniversary of the DPA Commencement Date. The DPA may be extended beyond the Term in clause 7.1 by written agreement by both parties before 31/8/2023.

**7.3** This DPA shall continue in full force and effect for the term of the DPA set out in clause 7.1 of the Agreement or so long as the Processor is processing Personal Data on behalf of the Controller.

**7.4** The Controller may terminate this DPA in accordance with clause 8.2 of the DPA.

## **8. Termination of the DPA**

**8.1** Termination or variation of the DPA by either the Controller or the Processor before the agreed term duration is possible under the following circumstances:

- (a) By written Agreement by both parties;
- (b) Providing the other party with at least six (6) months written notice;
- (c) Non-performance; or
- (d) If a Force Majeure Event occurs which affects all or a substantial part of the supply of the Services for a continuous period of more than sixty (60) days.

**8.2** The Controller may terminate the DPA by notice to the Processor with immediate effect if the Processor commits a Default and the Default is a material breach of the DPA.

**8.3** Within 30 calendar days following termination of this DPA by either Party, the Processor shall, at the direction of the Controller:

**8.3.1** comply with this DPA concerning the return or destruction of the Controller's Personal Data:

**8.3.2** return all Controller's Personal Data passed to the Processor by the Controller; or

**8.3.3** on receipt of instructions from the Controller, destroy all Controller's Personal Data in its possession or control unless prohibited from doing so by any applicable law, and confirm in writing to the Controller that it has done so.

**8.4** The following provisions survive the expiry or termination of the Agreement:

**8.4.1** clause 1 (Definitions and Interpretation),

**8.4.2** clause 9 (Intellectual Property Rights):

**8.4.3** clause 11 (Indemnities and Liabilities)

**8.4.4** clause 12 (Security/Data Protection and Compliance);

- 8.4.5 clause 13 (Confidentiality);
- 8.4.6 clause 15 (Dispute Resolution);
- 8.4.7 clause 10 (Audit, Review and Changes to the DPA),
- 8.4.8 clause 17 (Entire Agreement;
- 8.4.9 clause 18 (Governing Law and Jurisdiction);
- 8.4.10 Annex 1 (Definitions);

**8.5** Any notices required in terms of this DPA shall be served in accordance with clause 10 of the Agreement.

## **9. Intellectual Property Rights**

**9.1** All background information and Intellectual Property Rights in existence prior to the Agreement Commencement Date shall remain the property of the Party introducing the same.

## **10. Audit, Review and Changes to the DPA**

**10.1** The DPA shall be reviewed in accordance with clause 7.2.

**10.2** The Data Processor agrees that the Data Controller can, upon giving reasonable notice and within normal business hours, carry out compliance and information security audits and checks to ensure adherence to the terms of this DPA.

**10.3** No notice or other communication from one party to another shall have any validity under the Agreement unless made in writing by or on behalf of the party concerned.

**10.4** Any notice or other communication which is to be given by either party to the other shall be given by electronic mail. Such electronic mail shall be addressed to the other Party in the manner referred to in clause 10.5. Provided the relevant communication is not returned as undelivered, the Notice or communication shall be deemed to have been given within 4 hours on the Working Day it was sent, or sooner where the other Party acknowledges receipt of item of electronic mail (such acknowledgement not to include an acknowledgement given by means of an automated electronic process).

**10.5** For the purposes of clause 10.4, the address of each party shall be:

(a) For the Data Processor:

Name: National Records of Scotland

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

(b) For the Data Controller:

Name: Police Scotland

For the attention of: [REDACTED]

Email: [REDACTED]

**10.6** Either Party may change its address for service by serving a Notice in accordance with this clause.

## **11. Indemnities & Liability**

**11.1** The Data Processor shall indemnify and keep indemnified the Data Controller against all claims, actions, losses, damages, costs and expenses which may be brought against or incurred or suffered by the Data Controller, its employees or agents in connection with the Services which arise as a result of or are due to the negligence of the Data Processor, its employees, or agents or others for whom it is responsible.

**11.2** The Data Processor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Data Controller or by breach by the Data Controller of its obligations under this Agreement or failure by the Data Controller to take reasonable endeavours to mitigate the effects of any loss or damage covered by this clause.

**11.3** Neither Party excludes or limits liability to the other Party for:

- 11.3.1 death or personal injury caused by its negligence, or that of its employees, agents or Contractors (as applicable);
- 11.3.2 fraud or fraudulent misrepresentation by it or its employees;
- 11.3.3 breach of any obligation under the Data Protection Laws; or
- 11.3.4 any liability to the extent it cannot be limited or excluded by Law.

## **12. Security/Data Protection and Compliance**

**12.1** The Data Processor will adhere to the procedures and guidelines described in this DPA to ensure the security of all data held.

**12.2** The parties and their Representatives must comply with all statutory requirements as they apply to all services required and delivered under the Agreement. The parties note in particular but not exclusively, data, privacy and information security requirements. Both parties must ensure safeguards are in place to protect information and shall comply with their respective obligations under the Data Protection Laws and any equivalent or associated legislation that arises in connection with this Agreement and shall not do anything or permit anything to be done which might lead to a breach of the Data Protection Laws and any equivalent or associated legislation.

**12.3** The Processor shall ensure that they have in place appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and accidental destruction or loss (including ensuring the reliability of employees) as required by Data Protection Laws and which may be amended from time to time.

**12.4** Any potential disclosure of information contrary to this Agreement must be reported immediately to a dedicated point of contact of the Data Processor or Data Controller as set out in clause 10.5

### **Data Protection**

**12.5** The Data Processor acknowledges that Personal Data described in the scope of this DPA will be Processed in accordance with this Agreement. For the purposes of any such Processing, the Parties agree that the Data Processor acts as the Processor and the Data Controller acts as the Controller.

**12.6** Both Parties agree to negotiate in good faith any such amendments to this Agreement that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this clause 12 are without prejudice to any obligations and duties imposed directly on the Data Processor under the Data Protection Laws and the Data Processor hereby agrees to comply with those obligations and duties.

**12.7** The Data Processor will, in conjunction with the Data Controller and in its own right and in respect of the obligations under this DPA, make all necessary preparations to ensure it will be compliant with the Data Protection Laws.

**12.8** The Data Processor will provide the Data Controller with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.

**12.9** The Data Processor must provide to the Data Controller reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23 of the UK GDPR.

**12.10** Taking into account the nature of the Processing and the information available, the Data Processor must assist the Data Controller in complying with the Data Controller's obligations concerning the security of Personal Data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the UK GDPR. These obligations include:

12.10.1 ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the Processing as well as the projected probability and severity of a possible infringement of the Law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events;

12.10.2 notifying a Personal Data breach to the Data Controller without undue delay and in any event no later than twenty four (24) hours after becoming aware of a Personal Data breach;

12.10.3 assisting the Data Controller with communication of a personal data breach to a Data Subject;

12.10.4 supporting the Data Controller with preparation of a data protection impact assessment; and

12.10.5 supporting the Data Controller with regard to prior consultation of the Information Commissioner.

12.10.6 At the end of the provision of services relating to Processing, the Data Processor must, on written instruction of the Data Controller, delete or return to the Data Controller all Personal Data and delete existing copies unless European or domestic law requires storage of the Personal Data.

**12.11** The Data Processor must maintain written records including in electronic form, of all Processing activities carried out in performance of the services or otherwise on behalf of the Data Controller containing the information set out in Article 30(2) of the UK GDPR.

**12.12** The Data Processor must:

12.12.1 provide such information as is necessary to enable the Data Controller to satisfy itself of the Data Processors compliance with this clause 12;

12.12.2 allow the Data Controller, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this clause 12 and contribute as is reasonable to those audits and inspections; and

12.12.3 inform the Data Controller if in its opinion an instruction from the Data Controller infringes any obligation under Data Protection Laws.

**12.13** If requested, the Data Processor must make such records referred to in clause 12.11 available to the Information Commissioner on request and co-operate with the Information Commissioner in the performance of its tasks.

**12.14** The Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under clause 12.12.2 with minimum disruption to the Data Processor's day to day business.

**12.15** Breach of this clause by the Data Processor is a material breach for the purposes of clause 8.2 (Termination of the DPA).

### **13. Confidentiality**

**13.1** Save as required by law including for the avoidance of doubt, compliance with requests for information under the Freedom of Information (Scotland) Act 2002, neither the Data Processor nor the Data Controller will provide information contained in this DPA or any issues arising from the DPA, without consulting and agreeing with the other party. The consent of the other party should not be unreasonably withheld. Nevertheless, in relation to this DPA either party may pass information to Audit Scotland as their external auditors.

**13.2** All Data and information relating to the Data Controller will be held in secure conditions and treated as confidential.

**13.3** A Party shall keep in strict confidence all Confidential Information that has been disclosed to them by the Disclosing Party, its employees, agents or which the Party may obtain through the performance of this DPA; and

**13.4** A Party shall only be able to disclose such Confidential Information to those of its employees, agents and Contractors who need to know it for the purpose of discharging the obligations under this DPA, provided that the Disclosing Party has required that such employees, agents and Contractors comply with the obligations set out in this clause as though they were a party to this Agreement.

### **14. Force Majeure**

**14.1** Neither the Data Processor nor the Data Controller will be liable for delay or failure to perform the obligations of the Agreement if this delay or failure results from circumstances beyond their reasonable control. The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event.

**14.2** The Affected Party shall Notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Agreement.

**14.3** In the event of any delay or failure resulting from circumstances beyond their reasonable control neither party will have the right to seek to renegotiate the terms of this DPA.

## **15. Dispute resolution**

**15.1** Both the Data Controller and Data Processor shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 working days of either party notifying the other in writing of the dispute. and in the event of failure to agree the matter shall be referred to a single arbiter to be mutually chosen by the parties, and failing agreement to be nominated by the President of the Law Society of Scotland for the time being on the application of either party. Any such reference to arbitration shall be deemed to be an agreement to refer to arbitration within the meaning of the Arbitration (Scotland) Act 1894.

## **16. Entire Agreement**

**16.1** This DPA constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

**16.2** In the event of, and only to the extent of, any conflict between the clauses of the Agreement, the Annexes and any document referred to in the Agreement, the following order of precedence applies:

- 16.2.1 the clauses of the Agreement;
- 16.2.2 the Annexes; and
- 16.2.3 any other document referred to in the Agreement.

**16.3** Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out.

## **17. Governing Law**

**17.1** This DPA 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) will be governed by and construed in accordance with Scots law.

**17.2** The Parties irrevocably agree that the Scottish courts will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this DPA or its subject matter or formation (including non-contractual disputes or claims).

This DPA is made on 01 March 2022 BETWEEN:

**OFFICIAL**

The Police Service of Scotland (the “Controller”); and

THE REGISTRAR GENERAL OF BIRTHS, DEATHS AND MARRIAGES FOR  
SCOTLAND (the “Processor”)

and shall take effect from the DPA Commencement Date.

**AS WITNESS** this DPA has been signed on behalf of each of the parties by its duly  
authorised Representative on the day, month and year first above written.

SIGNED on behalf of CONTROLLER

(Authorised signatory) [REDACTED] .....

[REDACTED] Director of Strategy and Analysis

Controller Witness

(Signed) [REDACTED] .....

[REDACTED] Executive Support Officer

SIGNED on behalf of PROCESSOR

(Authorised signatory) [REDACTED] .....

[REDACTED] NRS Chief Purchasing/Procurement Officer

IAO signatory [REDACTED] .....

[REDACTED] Head of Data Linkage and NHSCR

Processor Witness

[REDACTED] .....

[REDACTED] Senior Procurement Specialist

**ANNEX 1 – Definitions**

|                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement                                                                                                    | means this legally binding Data Processing Agreement (DPA) consisting of clauses and Annexes that the Data Processor is to enter with the Data Controller in order to ensure that all relevant parties comply with the data protection related terms of this Agreement, the Data Protection Laws and the principles of Article 5 of UK GDPR;                                                                                                                                                                                |
| Annex                                                                                                        | Means an Annex to this DPA;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Baseline Personnel Security Standard / BPSS                                                                  | means the pre-employment controls for all civil servants, members of the Armed Forces, temporary staff and government Contractors generally.                                                                                                                                                                                                                                                                                                                                                                                |
| Confidential Information                                                                                     | means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data.                                                                                          |
| Contract                                                                                                     | means any contract or agreement (or proposed contract or agreement) between the Data Processor/Data Controller and any third party whereby that third party agrees to provide to the Data Processor/Data Controller all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.                                                                           |
| Contractor                                                                                                   | means any third party with whom the Data Controller/Data Processor enters into a Contract for the provision of all or any part of the Services;                                                                                                                                                                                                                                                                                                                                                                             |
| Data                                                                                                         | means <ul style="list-style-type: none"> <li>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and: <ul style="list-style-type: none"> <li>(i) which are supplied to the Data Processor by or on behalf of the Data Controller; and/or</li> <li>(ii) which the Data Processor is required to generate, process, store or transmit pursuant to this Agreement;</li> </ul> </li> </ul> |
| Data Controller (or Controller), Data Processor (or Processor), Data Subject and Data Subject Access Request | have the meanings given in the Data Protection Laws                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**OFFICIAL**

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Protection Laws                  | means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR. |
| Data Processing Agreement / DPA       | means this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Default                               | means any breach of the obligations of a Party (including material breach) or any negligent act, omission or statement of a Party in connection with or in relation to the Agreement;                                                                                                                                                                                                                                                          |
| Disclosing Party                      | means the Party disclosing the Confidential Information or Personal Data                                                                                                                                                                                                                                                                                                                                                                       |
| eDRIS                                 | is the electronic Data Research and Innovation Service (eDRIS) team who are part of the Public Health Scotland and support <u>Health Data Research UK</u> , <u>SCADR</u> and <u>Scottish Government Linkage Projects</u> . They support researchers who wish to request and make use of administrative datasets. They make accessing datasets easier by providing a single entry point and end-to-end support to researchers.                  |
| Environmental Information Regulations | means the Environmental Information (Scotland) Regulations 2004 (and any subordinate regulations made under them from time to time or any superseding or amending regulations) together with any guidance and/or codes or practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such regulations.                                                    |
| FOI/FOISA                             | means the Freedom of Information Act 2000 and/or the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time or any superseding or amending enactments or regulations, together with any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such legislation.   |
| Force Majeure Event                   | means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including industrial action, fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made.                          |
| Information Commissioner              | means the Commissioner as set out in Part 5 of the Data Protection Act 2018.                                                                                                                                                                                                                                                                                                                                                                   |

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|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ISMS (Information Security Management System) | NRS ISMS is made up of policies, procedures, guidance and processes which detail the techniques, frameworks and structures in place to protect NRS information from unauthorised access.                                                                                                                                                                                                                                                                                                                                                                                                               |
| Intellectual Property Rights or IPR's         | means patents, rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, and the right to apply for registration, copyright, database rights, Internet domain names and website addresses, trade or business names, moral rights, Know-How, trade secrets and other rights in Confidential Information and other similar rights or obligations whether registerable or not in any country (including the United Kingdom) and the right to sue for passing off.              |
| Law                                           | (a) any applicable statute or proclamation or any delegate or subordinate legislation;<br>(b) any enforceable right forming part of retained EU law within the meaning of the European Union (Withdrawal) Act 2018;<br>(c) any applicable guidance, direction, determination, or regulations with which the Data Controller/or the Data Processor is bound to comply;<br>(d) any applicable judgment of a relevant court of law which is a binding precedent in Scotland; and<br>(e) and requirements of any regulatory body;<br>in each case in force during the period of the Agreement in Scotland. |
| NRS                                           | the National Records of Scotland which is a non-ministerial department of the Scottish Government headed by the Chief Executive who fulfils the 2 statutory roles of the Registrar General of Births, Deaths and Marriages for Scotland and the Keeper of the Records of Scotland (the Data Processor)                                                                                                                                                                                                                                                                                                 |
| Party                                         | means either of the Data Controller or the Data Processor to this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Personal Data                                 | means personal data (as defined in the Data Protection Laws) which is Processed by the Data Processor or any Contractor or Sub-contractor of the Data Processor on behalf of the Data Controller pursuant to or in connection with this Agreement;                                                                                                                                                                                                                                                                                                                                                     |
| Personal Data Breach                          | has the meaning given in the Data Protection Laws.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Personnel                                     | means all persons engaged by the Data Controller/Data Processor in the performance of its obligations under the Agreement including:<br>(i) its employees and workers (including persons employed by a third party but working for and under the control of the Data Controller's employees);<br>(ii) its agents, consultants and individual Contractors/subcontractors of the Data Controller/Data Processor;                                                                                                                                                                                         |
| Pseudonymisation                              | means the processing of personal data whereby a specific Data Subject (an identified or identifiable natural person)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**OFFICIAL**

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                | cannot be identified from the data without the use of additional information. This additional information is kept separately and subject to technical and administrative measures to ensure its security.                                                                                                                                                                                                                                                                                                                                   |
| Processing                                     | has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Representative                                 | means the representative appointed by a Party to this Agreement from time to time in relation to this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Service(s)                                     | means the provision of the Data Processing service(s) set out in clause 5.3 and Annex 2;                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Sub-contract                                   | means a Contract between two or more service providers/third parties, at any stage of remoteness from the Data Processor's in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.                                                                                                                                                                                                                                          |
| Sub-contractor                                 | means any third party with whom:<br>(a) the Data Processor enters into a Sub-contract; or<br>(b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party.                                                                                                                                                                                                                                                                                                                                   |
| Sub-processor                                  | means a Contractor/Sub-contractor to whom data processing functions are contracted from the Data Processor under this Agreement set out in clause 5.3;                                                                                                                                                                                                                                                                                                                                                                                      |
| Supervisory Authority                          | has the meaning given in the Data Protection Laws                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Technical and Organisational Security Measures | means measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing.                                                                                                                                                                                                                                                                                                                                    |
| Third Country                                  | means a country or territory outside the United Kingdom.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| UK GDPR                                        | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019. |

Where in this Annex 1 (Definitions) a definition relates to the scope or details of any part of the Agreement which may be amended under the Change Control Procedure, then if a Change is made in accordance with that procedure, the relevant definition shall be deemed to be amended to reflect the relevant Change.

## ANNEX 2 – Data Processing Services

The following is Annex 2 referred to in the foregoing Data Processing Agreement between Police Scotland and the Registrar General of Births, Deaths and Marriages for Scotland for the purpose of processing data for the purpose of Processing Data for the ingest of Police Scotland data into the National Safe Haven, for the purposes of research related to the COVID 19 public health emergency

### Part 1

#### Data Processing provision as required by Article 28(3) GDPR.

This Schedule includes certain details of the Processing of Personal Data in connection with the supply of services under the DPA.

- Subject matter and duration of the Processing of Personal Data
- A description of the processing of personal data for indexing is given in Annex 3
- The nature and purpose of the Processing of Personal Data  
The processing of personal data for indexing is described in part 3
- The type of Personal Data to be Processed  
The scope and type of Personal Data that may be provided to or accessed by the Data Processor as part of the Services consists of:

#### Data set name:

Police Scotland Coronavirus Fixed Penalty Notice Dataset

#### Data set description (including years of relevance):

This dataset contains information on all individuals who were issued with a FPN for non-compliance with the Coronavirus Regulations between March 2020 and March 2021 (approximately 20,000 individual records). There are multiple records for some individuals (as more than one FPN could be issued).

#### Information included in the dataset:

- Police Scotland nominal identifier
- Forename
- Surname
- Date of Birth
- Sex
- Postcode

#### Data transfer

Egress will be used for the transfer of data between the Controller and Processor.

#### Period of data processing (including retention):

Initial processing of the data will occur within 2 months of receiving the data from Police Scotland,

NRS will retain the data until the data is successfully ingested into the National Safe Haven. Personal information will be deleted approximately six months after confirmation

that ingest is successful from the electronic Data Research and Innovation Service (eDRIS).

As covered by Police Scotland permission, the Data Subjects in this project are members of the public who have been given a Fixed Penalty Notice under the Health Protection (Coronavirus) (Restrictions) Scotland) Regulations Scotland

The obligations and rights of Police Scotland as the Data Controller are set out in this Agreement.

## Part 2

Any further information, including documents referred to, or any questions or comments relating to this Agreement should be directed to the following Representatives, who may change from time to time in accordance with instructions from a Representative in writing (including e-mail):

|                                         | Name and contact details                                                           |
|-----------------------------------------|------------------------------------------------------------------------------------|
| Police Scotland Information Asset Owner | Director [REDACTED]<br>[REDACTED]                                                  |
| National Records of Scotland            | [REDACTED]<br>Head of NHSCR and Data Linkage<br>Ladywell House, Edinburgh EH12 7TF |

## Part 3

### The Service

#### Services in Scope and Description

The Data Processor will provide the following services

**A Advisory Service** relative to indexing; the indexed file (Data Controller's ID and Index IDs); the overall quality of the data provided by the Data Controller to allow for the provision of the Services by the Data Processor; and co-producing a DPA with the Data Controller.

**B Indexing Service** as part of the 'separation of functions' approach being used during the linkage process, in-line with the Data Linkage Framework. This will include assigning a non-personal unique identifier (UID) to the Personal Data or local identifiers provided by the Data Controller via secure file transfer, together with such other information as the Data Controller may reasonably require in order to provide the Services; maintaining 'look-up tables' and 'read through' which will allow for the development of more effective and efficient Service Provision; standard formatting of data before matching to ensure high quality accurate outputs as a result of the data linkage being undertaken.

**C Secure Data Transfer Service** as agreed with the Data Controller to allow for the secure transfer of Personal Data and attached non-personal UIDs between

the Data Processor and Data Controller; to securely transfer Index Keys to the Linkage Provider (NHS National Services Scotland or others as advised by the Data Controller).

D      **Read-Through** as agreed with the Data Controller to create an anonymised key for the purpose of extracting the cohort which was supplied by the data controller for one linkage study for use in another linkage study (where study approval has been granted). This extraction will use a lookup between the population spine and the anonymised read-through key and avoids the need for the Data Controller to re-send personal data.

### **ANNEX 3 – Indexing Process for the ingest of data into the National Safe Haven, for the purposes of research related to the COVID 19 public health emergency**

The NRS Indexing Team will be responsible for indexing non-health datasets that data controllers (DC) have agreed to be deposited into the Covid-19 Modelling and Analysis Hub's data repository at the National Safe Haven.

If the non-health dataset has previously been matched to the NRS research population spine and a ReadThrough created, then the NRS Indexing Team will use their spine to extract CHI numbers, where possible, for all the records of the dataset. Dataset specific record ID numbers will be created for all the records in the dataset. The NRS Indexing Team will send the record ID numbers created and the corresponding ReadThrough keys to the DC.

If the non-health dataset has not been matched to the NRS research population spine or a ReadThrough has not been created previously, the DC will send personal identifiable information (PII) for matching to the spine along with a unique identifier (UID) for each record. Once the PII has been matched to the spine and the CHI numbers extracted, the Indexing Team will send the record ID numbers created and the corresponding UIDs back to the DC.

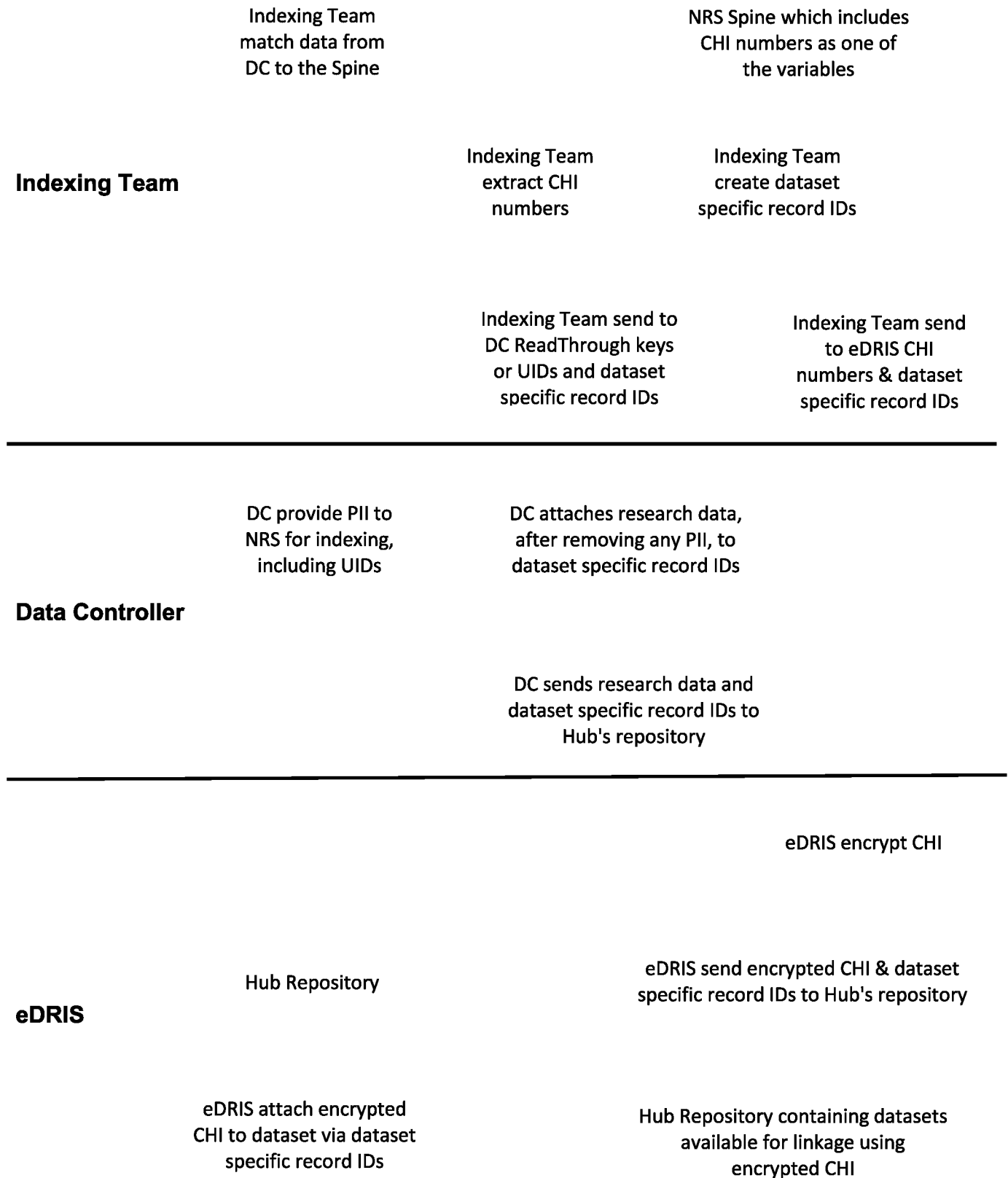
The DC will attach their research data, with any personally identifiable data removed, to the record ID numbers and then transfer to the new Hub's data repository.

The NRS Indexing Team will send the extracted CHI numbers along with the corresponding record IDs to eDRIS for CHI encryption. eDRIS will send the encrypted CHI numbers and record IDs to the new Hub's data repository where they will attach the encrypted CHI to the research data via the record ID numbers.

The non-health dataset is now 'CHI seeded' and ready to be used for linking pseudo-anonymised data when a request for an approved data linkage project arrives.

The CHI numbers and encrypted CHI numbers referred to in this section will be used for no purpose other than to allow linkages to take place between individuals in projects where the data controllers have given explicit permission for the dataset to be held in the Covid-19 Modelling and Analysis Hub's data repository. All projects will require approval from an appropriate independent panel before proceeding. Current recognised panels are the Public Benefit and Privacy Panel and the Statistics Public Benefit and Privacy Panel.

## Data flow for 'CHI seeding' non-health datasets



# NRS Indexing - Data Processing Agreement - Police Scotland - February 20..

Final Audit Report

2022-04-05

|                 |                                              |
|-----------------|----------------------------------------------|
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| By:             | [REDACTED]                                   |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA3C4qPMmEDfkWe9roFzVY2USZ7g54v15Q |

## "NRS Indexing - Data Processing Agreement - Police Scotland - February 20.." History

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[REDACTED] replaced signer [REDACTED] with [REDACTED]  
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Agreement completed.

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