



Cabinet Office

Canvass Reform

Canvass Reform Data Test Guidance

Part II: Testing Local Data

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1. Document Purpose

- 1.1. This document provides guidance on your participation in the Canvass Reform Data Test (CRDT), which all Electoral Registration Officers (EROs) in Great Britain are expected to participate in. Specifically, this guidance focuses on the **discretionary** testing of local data.
- 1.2. Please note that this document provides guidance on the desired outcomes of and preparations required for the CRDT, and does not contain any legal or compliance advice in relation to your obligations under any laws, including any data protection requirements.
- 1.3. You should read this guidance alongside the detailed instructions your EMS supplier will provide to you, as well as the interim Statement of Policy on Canvass Reform which will be saved on the Association of Electoral Administrators (AEA) and Scottish Assessors Association's (SAA) Reform of the Annual Canvass web pages on their respective websites. Please share this document with your electoral services staff and IT team, and seek advice from your legal team, Data Protection Officer and IT team as required.

2. Legislation

- 2.1. Given that local data matching involves comparing different sets of data gathered, and does not involve the mandatory disclosure of personal data (as with the national data match), no additional legal provision is required for you to participate. However, it remains your responsibility to comply with any applicable data protection laws when matching local data you hold. As such, local data matching (and testing) should be carried out in consultation with your EMS supplier and Data Protection Officer. Where you are unsure about compliance with any legal obligation, you should consult your legal advisers.

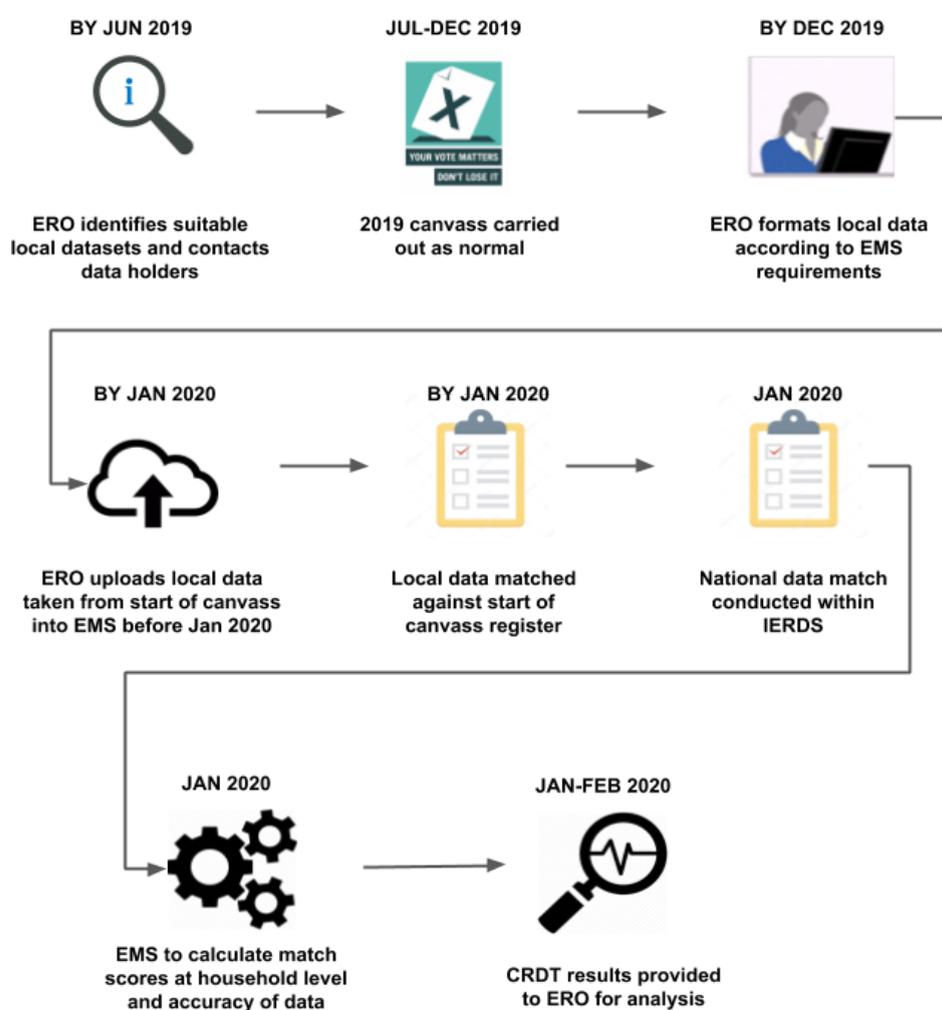
3. Further Guidance

- 3.1. Canvass Reform Data Test Guidance Part I: Data Test Preparation was issued alongside this guidance and details the required actions for the core elements of the CRDT.
- 3.2. The Cabinet Office will also issue two further sets of guidance:
 - Canvass Reform Data Test Guidance Part III: Testing National Data will provide guidance on how to complete the national data test.
 - Canvass Reform Data Test Guidance Part IV: The CRDT Results will provide guidance on interpretation and analysis of the results of the tests.
- 3.3. There will also be supplementary guidance issued by your EMS supplier in the coming months.

Guidance	To be released
Canvass Reform Data Test Guidance Part III: Testing National Data	October 2019
Canvass Reform Data Test Guidance Part IV: The CRDT Results	October 2019

4. How will local data testing work within the CRDT?

Figure 1



4.1. Local data testing

- If you want to test local data, you may use suitable local data collected prior to the start of the canvass under your existing powers.¹
- Please consult your EMS supplier's guidance to see what action you need to take to provide the cut of your register for the CRDT. Similarly, you should consult the detailed guidance provided by your EMS supplier regarding the required format for local data.
- Once local data is formatted in line with your EMS supplier's requirements, it can be uploaded. You may upload your local data at any time between the start of the 2019 canvass and the national data match test, although **we recommend you complete this as early as possible** to allow time for any alterations to the data required by the EMS, such as removing duplicates.
- The cuts of local data uploaded for use in the CRDT **must be taken from the start of your canvass** to align with the cut of national data to be used for the data test.
- Depending on your EMS supplier's advice, the upload and match of local data for the CRDT will take place at any stage from the start of your 2019 canvass, but must be completed before the national data match test, due to take place in January 2020.

5. Identifying and Preparing Local Data

- 5.1. Local data can, if used well, increase the coverage of the data matching step, saving time and money within the canvass process. It is your discretion whether or not to test local data, or use it at all within Canvass Reform. It will be important for you to evaluate the potential benefits and costs of using local data in your area. We recommend that if you plan to use local data under Canvass Reform you should conduct the local aspect of the data test.
- 5.2. It is also important to note that using local data for the purposes of data matching within the CRDT is very different to using local data for the purposes of verifying an individual's identity during the application process. Please continue to follow existing ministerial guidance and EC guidance with regard to local data for the verification process. Whereas the verification process is to identify the applicant is a real person, **the data matching step in Canvass Reform will be looking to confirm that an elector still lives at their registered address.**



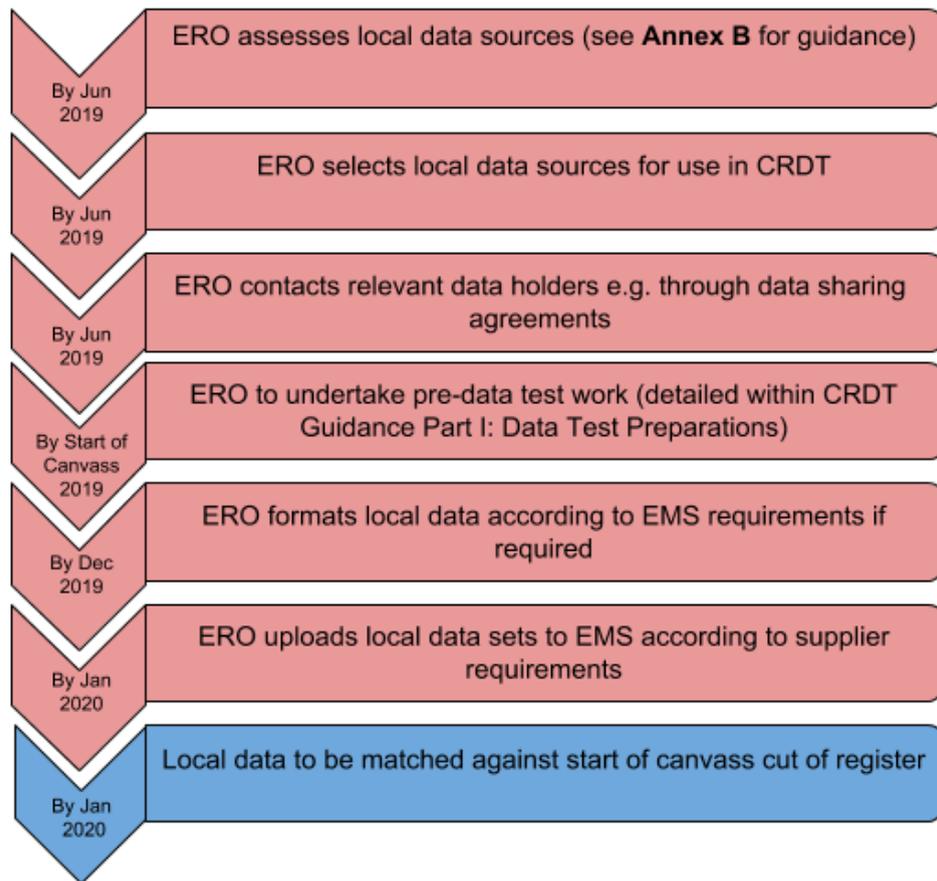
If you wish to use local data under Canvass Reform, we strongly recommend that you complete the local data test within the CRDT.

¹ At regulations 23 and 35 of the Representation of the People (England and Wales) Regulations 2001 (S.I. 2001/341) and Representation of the People (Scotland) Regulations 2001.

5.3. Timings for local data collection

5.3.1. The diagram below explains the process required in order to use local data for the CRDT. Red represents actions on the ERO's side, and blue will be actions completed within your EMS. Although deadlines are given below, **it is always better to begin well in advance** to ensure you are ready for the CRDT. **This work can take several months** in total depending on your existing data sharing practices and capacity for local data collection, therefore please begin work as soon as you can if you wish to test local data.

Figure 2



Please note that the timings within Figure 1 are not definitive. Be sure to consider your own workloads, resources and other commitments and adjust your timelines accordingly. The work must be completed by the dates highlighted above, therefore you should aim to begin the work well before these deadlines.

5.3.2. As you can see, local data collection and testing is largely ERO driven. The time frames show only the deadlines by which each task must be completed. If you have scheduled elections in May 2019, you will need to factor this into your planning.

- 5.3.3. In addition to **Figure 1**, please see **Annex A** for a project plan of the actions required for the CRDT and requirements for local data testing if you wish to participate. You may also wish to add in extra detail provided by your EMS supplier as well as any other tasks you would wish to take account of.



Be sure to take account of your elections preparation work if you wish to participate in local data testing.

- 5.3.4. Ideally, you should have your local data ready and upload it into the EMS at the **start of your 2019 canvass**. This will allow time to identify any issues with the data e.g. duplicates or formatting errors with plenty of time for alterations to be made.
- 5.3.5. However, if it is not possible to have the required data at the start of the 2019 canvass, you may upload your local dataset (or sets) into the EMS **at any stage** before the national data match occurs in January 2020. Whenever you choose to upload, the data uploaded **must be a back cut of data from the start of your canvass** so that the CRDT is comparing data from the same time as the cut being used for national data testing. This will give a truer reflection of how the data step within Canvass Reform would have worked in 2019.
- 5.3.6. A back cut of data involves selecting a retrospective date for the data to be provided from, for example, you may collect your local data in September, but you will want the selection of data used in the CRDT to be from the start of your 2019 canvass so that the data used reflects the dataset as it was when you would have used it for data matching under Canvass Reform, as the data matching step will always be conducted at the start of the canvass process.



If you are unable to access and format local data in time for the start of the 2019 canvass, this does not preclude you from testing local data as long as the local data holder is able to provide a retrospective back cut of data from their source from the start of the 2019 canvass for use in the CRDT.

- 5.3.7. The CRDT will allow you to test more than one local data set. You will upload your local data at any stage from the start of the 2019 canvass, but it must be uploaded before the national data match takes place in January 2020. Please check with your EMS supplier to see if they have any restrictions on the number of datasets you can import into the system for the CRDT.

5.4. Requirements for local datasets

- 5.4.1. The key to successfully using local data under canvass reform is ensuring that the data used is of a good quality. If the local data used is not of the highest quality then electors may be incorrectly matched, meaning the property may receive a light touch rather than a full canvass process. This could have a negative impact on the completeness and accuracy of register. This is why participation in this aspect of the

CRDT will be important to gain an insight into how useful your local data will be within the data matching step.

- 5.4.2. In order for local data to be used within the CRDT, the datasets **must** include:
- The elector's name
 - The elector's address.



For local data matching, the elector's address can be in the form of a string address or UPRN.

- 5.4.3. You may want the dataset to include additional information to strengthen the match. These will make the match more unique and could include, for example:
- Elector First Name (**required**)
 - Elector Middle Name(s)
 - Elector Surname (**required**)
 - Elector Date of Birth (if present)
 - Address lines 1 to 5, i.e. string address (please note, the elector's address will be required in some form)
 - UPRN (if present)
 - A field to represent the 'age' of the data, i.e. when it was created or last updated within the supplying local data system.
- 5.4.4. The suitability of local datasets will be heavily dependent on local circumstances, which you will be best placed to assess. However, as a guide on how to evaluate local data sources, please see **Annex B**, which outlines some questions which will help you to understand the quality and usefulness of a dataset.
- 5.4.5. The local data you collect for use in the CRDT **must be a cut from the start of your canvass**, in order to ensure this aligns with the cut of national data and the cut of your register it will be matched against. Ensure that the data holders are able to provide data from this time for the test. The data cut can be uploaded into your EMS at any point before the national data test is run, however you must upload data collected from the correct time.



Using poor quality local data will negatively impact on the completeness and accuracy of your register.

Local data cuts must be taken from the start of your canvass for use in the CRDT to ensure the test is consistent between national and local data. This will ensure that you receive the most accurate results possible.

5.5. Examples of local datasets

- 5.5.1. There are a wide variety of data sources available which you may wish to consider for testing. These could include:

- Adult Social Care data
- Local authority billing and payments data
- Housing data
- Parking Permits database
- Penalty charge notice data
- Schools admissions data
- Blue Badge data
- Customer service database
- Council tax database
- Housing benefit database
- Payroll data
- Registrars data

5.5.2. It is important to note that the above sources are for example only and the list is not exhaustive. You will be best placed to assess the suitability of your local datasets and decide which you would like to test. Always consult the questions within **Annex B** for help choosing your local datasets.



You should take this opportunity to test any datasets you feel could be useful for the data matching step under Canvass Reform.

5.6. Minimum standards for local data

- 5.6.1. For the CRDT you are investigating your local datasets, therefore you may test as many as you wish. However, you should refer to your EMS guidance to check if your supplier has set a limit on the number of datasets that can be imported into the system.
- 5.6.2. There will, however, be some restrictions on the type of information you can use. You will not be able to use 'local knowledge' as local data (please see the definitions of local data and local knowledge below). Local knowledge would include non-auditable information, such as personally knowing an elector and their address. Any evidence used to classify electors as matched or non-matched must be auditable and evidenced.
- 5.6.3. Local data should typically be information collected by another body or by a local authority, for example Council Tax records. As a result, using data collected in last year's canvass will not be permissible. Local data must be auditable and leave an evidence trail to prove the elector is recorded as a **recent** resident before it can be used in the data matching step or CRDT.



Local Data: This means information which has been collected that can be used for the purposes of matching an elector's name and address. This must be auditable, or based in physical or recordable evidence.²

² Please see Regulation 35, Representation of the People (England and Wales)/(Scotland) Regulations 2001 and Regulation 35A, Representation of the People (England and Wales)/(Scotland) (Amendment) Regulations 2014 for your powers regarding the use of data for the purpose of carrying out your duties. Please consult legal advice for more detail regarding your legal duties and powers.



Local Knowledge: Non-auditable information that the ERO may have, for example, seeing that a neighbour or someone the ERO may know personally is unmatched would not be sufficient evidence to allow them to be matched.

5.7. The importance of identifying high quality local data

- 5.7.1. One of the main aims of the CRDT is to gain an insight into the usefulness of local data when used to predict which canvassing route a property should receive in a way which will not negatively impact on electors before Canvass Reform goes live in July 2020. Evidence from the 2017 Canvass Pilots suggests that Route 1, the light touch canvass, will work more effectively if the quality of the data used is high and the correct households are sent down the appropriate route.
- 5.7.2. Using low quality datasets would jeopardise the completeness and accuracy of the register, and the success and effectiveness of Canvass Reform. For this reason, participating in the CRDT is crucial for those wishing to use local data after July 2020, so that the accuracy of local datasets in predicting the most appropriate canvassing route can be assessed and analysed in a safe environment before going live with the reformed canvass. Again, please see **Annex B** for guidance on how to assess the quality of local datasets.



High quality data, especially where electoral administrators are using local data, is critical to the success of the light touch Route 1 canvass. This is why testing local datasets you may wish to use in 2020 and beyond is a valuable opportunity.

5.8. Data sharing agreements

- 5.8.1. Once you have identified the sources of local data you wish to utilise within the CRDT, you may access such data using your existing powers under Regulations 23, 35 and 35A of the 2001 Regulations. Nevertheless, you should consider setting up data sharing agreements with the relevant data holders when using local data. You should discuss this with your Data Protection Officer.
- 5.8.2. For further advice on creating data sharing agreements, please see the following resources:
- This ICO document provides guidance on data sharing agreements:³
https://ico.org.uk/media/for-organisations/documents/1068/data_sharing_code_of_practice.pdf
 - The Scottish Assessors Association (SAA) have made available the data sharing agreement being used by EROs to share data in Scotland through the Electoral Commission's website, attached as **Annex C**. Please note that this resource is for information only, if you are considering entering into a data

³ Please see page 26 for a brief outline of what data sharing agreements should include, page 41 for more details and page 44 for a template data sharing request.

sharing agreement **you should always seek your own legal advice:**

http://www.electoralcommission.org.uk/_data/assets/pdf_file/0009/239589/SHaring-good-practice-Data-sharing-agreement.pdf

- Part I of the Electoral Commission's guidance on electoral registration also provides some relevant resources on this topic. Particularly, take note of the resource entitled 'Data protection resource for EROs and ROs'. Appendices 2 and 4 within this resource provide checklists for both data sharing agreements and privacy notices:

<https://www.electoralcommission.org.uk/i-am-a/electoral-administrator/running-electoral-registration>



Please be aware that the resources supplied are for example only, you should make sure your data sharing agreements are altered for your own purpose and checked by your legal colleagues and Data Protection Officer where possible.

5.9. Data protection and GDPR considerations

5.9.1. You must be mindful of your duties within data protection law and ensure that sufficient safeguards are in place before getting third parties to share data with you.

5.9.2. You should also be aware that you may need to update your privacy notices for electors on the use of their data and what data is used within the CRDT. This includes:

- Previous names
- Date of Birth
- Email
- Holding the usual canvass information (name, previous names and address) within EMS for longer than the usual canvass period for the purpose of the CRDT (as data will be needed until January 2020).

5.9.3. For more information on what you should include in privacy notices, please see the following resources:

- Advice from the ICO on the right to be informed:
<https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/>
- As mentioned above, Part I of the EC's guidance on electoral registration has a resource entitled 'Data protection resource for EROs and ROs'. Appendices 2 and 4 provide checklists for both data sharing agreements and privacy notices:
<https://www.electoralcommission.org.uk/i-am-a/electoral-administrator/running-electoral-registration>

5.9.4. Check with your Data Protection Officer about whether a Data Protection Impact Assessment or any other action will be required before participation in the CRDT.



Be sure to conduct your duties under the Data Protection Act (DPA) 2018 and take account of advice from the Information Commissioner's Office. You should always consult your Data Protection Officer regarding the use of data.

6. Uploading Local Data for the CRDT

6.1. Formatting and uploading local data

- 6.1.1. You will be responsible for ensuring that your local data is in the required format for upload into your EMS for the CRDT. Please consult the detailed guidance that will be provided by your EMS supplier regarding the correct way to format and upload local data, as this will vary depending on your supplier. Please see **Annex D** for a table containing links to your supplier's advice and/or help pages for formatting and field information for the CRDT.
- 6.1.2. If you are considering changing EMS suppliers before or during the CRDT, please ensure that you check your current and potential suppliers' requirements to ensure that you have local data in an acceptable format in time for the CRDT.



Please refer to guidance issued by your EMS supplier with regard to formatting requirements and how to upload local data cuts into your EMS.

6.2. Timings for uploading local data

- 6.2.1. You should aim to upload your local dataset(s) into your EMS at the start of your 2019 canvass for the CRDT. If this is not possible, the datasets can be uploaded at a later date. However, **your local data must be uploaded into your EMS before the national data test** which is scheduled to take place in January 2020. Please be aware that regardless of when you upload, your local data cuts must still be taken from the start of your 2019 canvass.
- 6.2.2. Your EMS supplier will provide guidance on how to upload the data. You may need to clean the data before it is ready to be uploaded, for example to reformat or remove duplicates. It is advisable to have your local data ready at the start of your 2019 canvass to allow plenty of time for this process if required.



You must complete your local data upload before January 2020. Regardless of when you complete the local data match, the data should be an extract from the start of your 2019 canvass.

7. Terminology

Terminology	Definition
CRDT	Canvass Reform Data Test
Data matching step	Canvass Reform will introduce a mandatory data match at the start of the canvass. This will involve at a minimum matching the electors on your register against national data on name, address and date of birth (if held). As a discretionary addition, an ERO may also choose to match electors against local data (requiring name and address in either UPRN or string address format) within the data matching step. The match results from this data matching will inform the ERO of the most suitable route for the property to be canvassed by. For more information on the reformed canvass routes, please refer to the interim Statement of Policy on Canvass Reform, held on the AEA and SAA's Reform of the Annual Canvass web pages.
Local data	For canvass reform and the CRDT, this means information which has been collected which can be used for the purposes of matching an elector's name and address. This must be auditable, or based in physical or recordable evidence. ⁴
Local data matching step	EROs will be able to choose whether to use local data in the data matching step which will be a part of the reformed canvass. This will involve matching electors against local datasets on name and address as a minimum. The match scores will then be collated at household level and the overall match score for that property will inform which route the property is canvassed by under Canvass Reform. The use of local data will be discretionary.
Local knowledge	Non-auditable information that the ERO may have, for example seeing that a neighbour or someone the ERO may know personally is unmatched. This is not sufficient evidence to alter them to be matched.
National data matching step	Electors will be matched against national data at the start of the canvass at an individual level on name,

⁴ Please see Regulation 35, Representation of the People (England and Wales) Regulations 2001/Regulation 35 Representation of the People (Scotland) Regulations 2001 and Regulation 35A, Representation of the People (England and Wales) (Amendment) Regulations 2014/Representation of the People (Scotland) (Amendment) Regulations 2014 for your powers regarding the use of data for the purpose of carrying out your duties. Please consult legal advice for more detail on your duties and powers.

	<p>data of birth (where held) and address. The match scores will then be collated at household level and the overall match score for that property will inform which route the property is canvassed by under the reformed canvass. The national data matching step will be a mandatory aspect of the canvass after July 2020.</p>
Pre-data test work	<p>This is the work you will need to do before the CRDT in order to gain the most accurate results possible, for example setting your threshold for recent additions and selecting Route 3 properties. The details of this work are set out in Section 9 within Canvass Reform Data Test Guidance Part I: Data Test Preparations.</p>
Route 1	<p>A lighter touch canvass route. This route is for properties where the ERO is satisfied that no additions or deletions are required within that property as a result of the outcomes of the data matching step.</p>
Route 2	<p>A more traditional canvass process for those properties where it is believed that there will be additions or deletions when taking account of the results of the data matching step. The methods of communication you may use to chase these properties will vary from paper canvass forms to e-communications and more. More detail is available in the interim Statement of Policy.</p>
Route 3	<p>Properties where it is difficult to obtain canvass information by the usual means. The canvass information must be able to be gained through an individual who legally holds the canvass information, for example the manager of a care home. The types of property which can be classed as Route 3 properties will be specified in the Canvass Reform regulations.</p>
SOC	Start of Canvass
Start of canvass register	<p>This will be your register from the time you start the canvass in 2019 for the CRDT.</p>
String address	Freeform text fields used to capture addresses.
UPRN	<p>Unique Property Reference Number. This is a unique alphanumeric identifier for every spatial address in Great Britain. It provides a consistent identifier throughout a property's life cycle.</p>

8. Useful contacts

8.1. Technical Issues

For any difficulties with the technical aspects of the CRDT, please contact your EMS supplier for advice if this involves your EMS or your local IT team for in house issues. Please note that guidance on the technical aspects of the national test will be issued in Part III in October 2019.

8.2. Legal Issues

For issues regarding data protection and data sharing agreements, please speak with your legal team and/or your Data Protection Officer. There are also many resources online on the EC and ICO websites, some of which have been referenced in this guidance.

8.3. Practical Concerns

If you have any other concerns about how to conduct the CRDT, please email the Cabinet Office Canvass Reform team at mrd-engagement@cabinetoffice.gov.uk.

9. Annexes

Annex A: Project Plan

Annex B: Questions to Analyse Local Data Quality

Annex C: Example Data Sharing Agreement

Annex D: EMS Requirements for Testing Local Data

Code	Activity	Time Required	Deadline	Complete?	Notes
	Pre-CRDT Preparation				
CRDT1	Update and populate UPRNs in EMS through LLPG or CAG	Ongoing	SOC 2019	NO	
CRDT2	Clear outdated potential and pending electors from register	Ongoing	SOC 2019	NO	
CRDT3	Select remit for 'recent additions' within the EMS	1 day	SOC 2019	NO	Consult your EMS supplier's guidance for detail on how to select this remit within your EMS.
CRDT4	Data mine for additions and deletions to the register	Ongoing	SOC 2019	NO	
CRDT5	Identify properties currently canvassed by special means which have a suitable SRO under canvass reform Route 3	Ongoing	SOC 2019	NO	
CRDT6	Submit subset of properties canvassed by special means suitable for Route 3 under canvass reform to EMS	1 day	SOC 2019	NO	Consult your EMS supplier's guidance for detail on how to select Route 3 properties within your EMS.
	Local Data Preparations				
CRDT7	Identify suitable local data sources.	1 week-1 month	June 2019	NO	Use Annex B: Questions to Analyse Local Data Quality for guidance on analysing the potential quality of datasets.
CRDT8	Complete data sharing agreements with local data holders.	3-6 months	December 2019	NO	Ideally, aim to complete this, along with CRDT12, 13 and 14 at the start of the 2019 canvass, however, if this is not possible, you may collect your local data at any point before the national test in January 2020, as long as the data holders can allow you to access a back cut of their data from the start of the 2019 canvass .
CRDT9	Receive data sharing agreements from local data holders	N/A	December 2019	NO	See CRDT8
CRDT10	Complete Data Protection Impact Assessment/GDPR assessment for local data sharing if needed	1 month	June 2019	NO	Always consult your Data Protection Officer regarding the use of data.
CRDT11	Update privacy notices for electors on the new canvass process and the CRDT	1 week	SOC 2019	NO	Always consult your Data Protection Officer regarding the use of data. See Part II: Testing Local Data guidance for more resources on updating privacy notices.
CRDT12	Collect local data on electors from the start of the 2019 canvass	1 day	December 2019	NO	See CRDT8. It is crucial that even if the data is collected at a later date, the data collected is a cut taken from the start of the 2019 canvass.
CRDT13	Format data on electors according to EMS instructions	Allow 1 month	December 2019	NO	Check with your supplier whether an iterative cleaning process may be required for local data.
CRDT14	Upload data cut(s) from local datasets to EMS as per supplier requirements (ideally to be completed at the start of the canvass)	1 day	December 2019	NO	See CRDT8. It is crucial that even if the data is uploaded at a later date, the data collected is a cut taken from the start of the 2019 canvass.

Questions to Analyse Local Data Quality

If you are unsure about how to determine whether a dataset would be useful for the purpose of sending electors down the right route under Canvass Reform, the tick list below will be a good starting point. Check off what the dataset includes, and/or include any further details you have, then you can use the information to assess whether the dataset is worth using for the CRDT or Canvass Reform go live.

Please be aware that most of these factors will also depend on local circumstances, be sure to use your own intuition and knowledge regarding local data within your area.

Question	Tick List	Additional Detail
<p>Does the dataset include the elector's name and address? This is required of all datasets to be able to be used in the matching process.</p>		
<p>How often is the dataset updated? The more frequently a dataset is updated, the more likely it is to have the most recent information for an elector for the purposes of data matching. This should mean that you will gain the most accurate matches from local data matching.</p>		
<p>Does the dataset contain any unique identifiers for the individual's details, for example a UPRN? The more unique an identifier you can match against within a dataset, the more definitive the match will be for an elector, and false matches are much less likely. This is a good factor to look out for within local datasets if possible or available.</p>		
<p>Do the owners of this dataset ask for any proof of identity before adding the individual to their database? If a database asks for verification of identity, for example through a driving license or other form of identification, it is more likely to be accurate for that individual. Using datasets that require no form of verification, for example library card databases, will be more likely to include inaccurate data which will be inappropriate for use in data matching.</p>		
<p>Does the data get audited or refreshed to remove out of date records? If so, how frequently? If the data is not frequently refreshed and deletions are not processed frequently, you could end up matching against</p>		

old data which could interfere with the accuracy of your match results.		
<p>What benefit will I get from using this dataset? Will it supplement national data matching?</p> <p>You should consider how many additional electors you will match, and how many households are you likely to be able to send down Route 1 as a result of using this data on top of national data. All EROs will have to data match with national data. As a result, it is worth considering whether a local dataset is more up to date or has a wider coverage than national data. This will be something which can be explored in more detail after the results of the CRDT are returned in 2020. Further guidance will come in Part IV of the Cabinet Office's guidance.</p>		

DATA SHARING AGREEMENT

between

The Electoral Registration Officer for Ayrshire
and

The Electoral Registration Officer for the City of Glasgow
and

The Electoral Registration Officer for Clackmannanshire, Falkirk and Stirling
and

The Electoral Registration Officer for Dunbartonshire and Argyll and Bute
and

The Electoral Registration Officer for Dundee
and

The Electoral Registration Officer for Dumfries and Galloway
and

The Electoral Registration Officer for Fife
and

The Electoral Registration Officer for Grampian
and

The Electoral Registration Officer for Highland and Western Isles
and

The Electoral Registration Officer for Lanarkshire
and

The Electoral Registration Officer for Lothian
and

The Electoral Registration Officer for Orkney and Shetland
and

The Electoral Registration Officer for Renfrewshire
and

The Electoral Registration Officer for Scottish Borders
and

The Electoral Registration Officer for Tayside

**For sharing of data between the parties in relation to the electoral registration
of 14 to 17 year olds**

DATA SHARING AGREEMENT

between

The Electoral Registration Officer for Ayrshire established under the Representation of the People Act 1983 (hereinafter referred to as "**Ayrshire ERO**")

and

The Electoral Registration Officer for the City of Glasgow established under the Representation of the People Act 1983 (hereinafter referred to as "**Glasgow ERO**")

and

The Electoral Registration Officer for Clackmannanshire, Falkirk and Stirling established under the Representation of the People Act 1983 (hereinafter referred to as "**Clackmannanshire, Falkirk and Stirling ERO**")

and

The Electoral Registration Officer for Dunbartonshire and Argyll and Bute established under the Representation of the People Act 1983 (hereinafter referred to as "**Dunbartonshire, Argyll and Bute ERO**")

and

The Electoral Registration Officer for Dundee established under the Representation of the People Act 1983 (hereinafter referred to as "**Dundee ERO**")

and

The Electoral Registration Officer for Dumfries and Galloway established under the Representation of the People Act 1983 (hereinafter referred to as "**Dumfries and Galloway ERO**")

and

The Electoral Registration Officer for Fife established under the Representation of the People Act 1983 (hereinafter referred to as "**Fife ERO**")

and

The Electoral Registration Officer for Grampian established under the Representation of the People Act 1983 (hereinafter referred to as "**Grampian ERO**")

and

The Electoral Registration Officer for Highland and Western Isles established under the Representation of the People Act 1983 (hereinafter referred to as "**Highland and Western Isles ERO**")

and

The Electoral Registration Officer for Lanarkshire established under the Representation of the People Act 1983 (hereinafter referred to as “**Lanarkshire ERO**”)

and

The Electoral Registration Officer for Lothian established under the Representation of the People Act 1983 (hereinafter referred to as “**Lothian ERO**”)

and

The Electoral Registration Officer for Orkney and Shetland established under the Representation of the People Act 1983 (hereinafter referred to as “**Orkney and Shetland ERO**”)

and

The Electoral Registration Officer for Renfrewshire established under the Representation of the People Act 1983 (hereinafter referred to as “**Renfrewshire ERO**”)

and

The Electoral Registration Officer for Scottish Borders established under the Representation of the People Act 1983 (hereinafter referred to as “**Scottish Borders ERO**”)

and

The Electoral Registration Officer for Tayside established under the Representation of the People Act 1983 (hereinafter referred to as “**Tayside ERO**”)

THIS AGREEMENT has been signed up to by the Parties named and defined above because:

- (a) The Parties to this Agreement propose to exchange information with each other in order to place 14 and 15 year olds on the voting register so that they are able to vote in Scottish Parliament and local government elections in Scotland once they attain the age of 16;
- (b) The Parties to this Agreement also propose to exchange information with each other in order to identify and invite to register 16 and 17 year olds who may be able to register to vote in Scottish Parliament and local government elections in Scotland and may be eligible to vote in UK Parliamentary and European Parliamentary Elections once they attain the age of 18;

- (c) The information to be exchanged includes Personal Data as defined by the Data Protection Act 1998;
- (d) In order to comply with the Information Sharing Code of Practice issued by the Information Commissioner under section 52 of the Data Protection Act 1998, it is necessary for the Parties to enter into a data sharing agreement addressing the areas covered by the Code of Practice; and
- (e) This Agreement is intended to satisfy the requirements of the Code of Practice;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 In construing this Agreement (as defined below) the following expressions shall have the meaning set out opposite:

“Agreement” means this data sharing agreement, including the Schedules;

“Act” means applicable data protection laws including the Data Protection Act 1998, and when it comes into force, the General Data Protection Regulation;

“Data”, “Personal Data”, “Sensitive Personal Data”, “Data Controller”, “Data Processor” and “Processing” shall have the meanings ascribed to them by the Act (and “Process” shall be construed accordingly);

“FOISA” means The Freedom of Information (Scotland) Act 2002;

“Information Commissioner” means the UK Information Commissioner and any successor;

“Parties” means Ayrshire ERO and Clackmannanshire, Falkirk and Stirling ERO and Dunbartonshire and Argyll and Bute ERO and Dundee ERO and Dumfries and Galloway ERO and Fife ERO and Glasgow ERO and Grampian ERO and Highland and Western Isles ERO and Lanarkshire ERO and Lothian ERO and Orkney and

Shetland ERO and Renfrewshire ERO and Scottish Borders ERO and Tayside ERO and “Party” shall mean any of them as the context requires;

“Preamble” means the text after the listing of the Parties and before Section 1;

“Schedules” means the schedules attached to this Agreement and “Schedule” means any one of them or a particular numbered Schedule;

“Section” means the group of clauses sharing a heading and the initial clause number;

“Third Party” means anyone other than a Party;

“Young Elector” means a person aged 14 or 15 years old who may be entitled to vote in Scottish Parliament and local government elections in Scotland once they reach the age of 16 and a person aged 16 to 17 years old who may be entitled to vote in Scottish Parliament and local government elections in Scotland and may be entitled to vote in UK Parliamentary and European Parliamentary Elections once they reach the age of 18;

“Young Elector Personal Data” means the Personal Data relating to a Young Elector, consisting of that type of Personal Data detailed in Schedule 2.

- 1.2 Except where the context requires otherwise, words importing the singular shall include the plural and words importing male gender shall include the female (and vice versa).
- 1.3 A reference to a “Clause” is to a clause of this Agreement, and reference to a “Paragraph” is to the paragraph of the relevant Schedule.
- 1.4 Any reference to an Act of Parliament shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and shall include any bye-laws, statutory instruments, rules, regulations, orders, notices, codes of practice, directions, consents or permissions and guidelines (together with any conditions attached to the foregoing) made thereunder.
- 1.5 Any reference to a “sub-contractor” of a Party will be deemed to include any agent, consultant, or contractor of that Party.

- 1.6 Any use of the word “including” will not be limited by the words that follow and the *ejusdem generis* rule of construction does not apply and, accordingly, the meaning of general words is not restricted by any particular examples preceding or following those general words.
- 1.7 The headings of Clauses do not affect their interpretation.
- 1.8 In the event of any conflict or inconsistency between the terms of the Agreement (excluding the Schedules) and the terms of the Schedules, then the terms of the Agreement (excluding the Schedules) shall prevail.

2. GENERAL PRINCIPLES

- 2.1 This Agreement is legally binding between the Parties. It states the rules under which the Parties have agreed to share Personal Data with each other, in accordance with the provisions of the Data Protection Act 1998, the aforementioned Information Sharing Code of Practice, and the provisions of the Human Rights Act 1998 which relate to personal privacy.
- 2.2 This Agreement explains how and when it is permissible to share Personal Data, either with or without the consent of the individual. This document is intended to provide a high level statement of principles on data sharing and associated issues, and to provide general guidance to staff on sharing information or disclosing it to another Party. This document is also intended to be made available to Young Electors whose information may be exchanged, in order to be as open and transparent with those individuals as possible regarding what may happen with their personal information.
- 2.3 The procedures (and this Agreement) are designed to ensure that data sharing between the Parties complies with all applicable law and professional guidance, including the requirements of the Data Protection Act 1998.

3. PURPOSE OF AND LEGAL BASIS FOR DATA SHARING

- 3.1 The Parties are exchanging Personal Data to allow Young Electors to register to vote as set out in Schedule 2.
- 3.2 Save as provided for in this Agreement, the Parties agree not to use any Personal Data exchanged in terms of this Agreement for any purpose other than as set out in Clause 3.1.
- 3.3 Each Party shall safeguard and Personal Data disclosed to them by the other Parties and treat it in a manner consistent with the Parties duties under the Act.

- 3.4 The Data to be shared in terms of this Agreement is being shared further to statutory duties and powers contained in the following:
- 3.4.1 Regulation 35 of the Representation of the People (Scotland) Regulations 2001 which authorises an electoral registration officer to inspect records held by the council which appoints them.
 - 3.4.2 Regulation 23 of the Representation of the People (Scotland) Regulations 2001 which authorises an electoral registration officer to require any person to provide information required for the purposes of their duty to maintain the register.
 - 3.4.3 Under Section 9A of the Representation of the People Act 1983, EROs have a duty to take necessary steps in order to maintain a complete and accurate register.
- 3.5 Personal Data will be shared without consent where the processing is necessary to carry out functions under an enactment, the relevant enactments being set out in Clause 3.4.
- 3.6 In line with legislation and the Information Commissioner's advice, the Parties agree that it is not appropriate to ask for someone's consent in circumstances where the relevant professional staff acting in good faith have taken the view that the information will be released whether that consent has been given or not.

4. SCOPE OF DATA SHARING

- 4.1 The aim of this Agreement is to facilitate the sharing of information between the Parties. However the Parties recognise that it may be necessary to include additional parties to the information sharing process or to exclude some of the Parties from certain information which may be shared between other Parties.
- 4.2 If the Parties identify a recurring need for information exchanged under this Agreement to be exchanged with a third party, the Parties shall use their best endeavours to seek the agreement of that third party to become an additional party to this Agreement. Addition of any new parties shall require the unanimous agreement of all the Parties.
- 4.3 Contact details for key personnel are as provided in Schedule 1. The Parties shall promptly notify each other of any changes to the individuals in Schedule 1 or of their contact details.
- 4.4 A Party may be removed from this Agreement in the circumstances set out in Clause 9.3.

5. DATA TO BE SHARED

- 5.1 The Data (including Personal Data) to be shared in terms of this Agreement is as set out in Schedule 2.

6. ACCESS AND INDIVIDUAL RIGHTS

- 6.1 Each Party shall assist the other Party within a reasonable timescale and as necessary with all subject access requests and other requests made by a data subject (made pursuant to the Act) which may be received by any Party from a Young Elector.
- 6.2 Notwithstanding any other provision in this Agreement, the Parties acknowledge that the existence of this Agreement may be subject to requests made pursuant to FOISA and, subject to any applicable exemptions as determined by the receiving Party of the FOISA request, the content of this Agreement may be disclosed pursuant to FOISA. Before disclosing any information relating to this Agreement in response to a request for information made pursuant to FOISA, the Party in receipt of the FOISA request shall, as soon as reasonably practicable after receiving such request, notify the other Parties of such request. The other Parties may make representations as to whether, and on what basis, the information requested is covered by an exemption under FOISA and thus should not be disclosed. The Party in receipt of the FOISA request shall consider reasonably any representations made to it by the other Parties before reaching a decision whether to disclose the information requested. However, in all cases, it is for the Party in receipt of the FOISA request alone to determine whether or not to disclose the information. Further, the Party in receipt of the FOISA request shall not be obliged to notify the other Parties where it has already decided that it does not intend to disclose the information because FOISA does not apply to the request or an exemption under FOISA can be applied. If the Party in receipt of the FOISA request makes a decision to disclose the information it shall notify the other Parties of this decision in advance of the disclosure being made.

7. INFORMATION GOVERNANCE

- 7.1 Shared information only has value if it is accurate and up-to-date. The Parties shall put in place procedures to check the quality and accuracy of the Data which they hold, and particular emphasis is placed on checking the accuracy and quality of information to be shared externally.
- 7.2 Information exchange can only work properly in practice if it is provided in a format which the Party receiving it can utilise. The Parties will therefore use the most secure,

efficient and cost-effective means of exchange, using common and agreed formats, having regard to the state of technological development and the cost of implementing any measures.

7.3 Each Party undertakes to notify the other Parties as soon as practicable if an error is discovered in information which has been provided to the other Parties, to ensure that the Parties are then able to correct their respective records. This will happen whether the error is discovered through existing Data quality initiatives or is flagged up through some other route (such as the existence of errors being directly notified to one or other Parties by the Young Elector themselves).

7.4 The Parties shall take all reasonable and appropriate technical and organisational measures, having regard to the state of technological development and the cost of implementing any measures, against unauthorised or unlawful processing of Personal Data and against accidental loss, destruction of, or damage to Personal Data. In particular:

(1) The Parties will implement, maintain and monitor Data security policies and measures as specified in more detail in Schedule 3 of this Data Sharing Agreement subsuming the following elements:

- a. An overarching information security policy
- b. Relevant organisational structures having governance of information security matters
- c. Physical security
- d. Encryption and password protection of Data and devices
- e. Protection against malicious software, viruses and other forms of cyber attack
- f. Access controls
- g. Restrictions on the transfer of Personal Data outwith the European Economic Area
- h. Training of staff
- i. Disposal of assets
- j. Document control and protective marking
- k. Incident reporting

(2) The Parties shall have a retention schedule specifying the length of time that Personal Data shall be retained by them and whether the Data is to be archived or destroyed at the end of that retention period. Retention periods will be based upon statutory duties in respect of those Young Electors and Personal Data for which a specific statutory duty exists and for others retention will be based upon

defined business need. Retention periods for Personal Data where no clear statutory duty exists do not require to be agreed by the Parties and may differ between the Parties based upon differing business need. Clear retention policies must however be in place and enforced by each Party and must be made available to the other Parties on request.

(3) The Parties shall implement measures for the secure transfer of Personal Data in electronic form, as specified in Schedule 4 of this Agreement.

7.5 The Parties undertake to notify the other as soon as practicable if they identify either (a) a systematic problem in the storage, transmission or security of Data held by any Party that is likely to impact upon the Data sharing activity or (b) any significant loss or unauthorised access to Data shared between the Parties.

7.6 The Parties must have in place business continuity or service recovery plans in respect of business risks that may impede or disrupt either the provision of the services, the sharing of Data between Parties to support the provision of the services or the access to Data required in support of that function.

7.7 Where one Party breaches the terms of this Agreement, that Party shall indemnify the Party or Parties who have sustained or incurred any financial loss as a result of any legal proceedings brought against that Party due to such breach.

8. DATA PROCESSOR PROVISIONS

8.1 The Parties acknowledge that they are each Data Controllers in respect of the Personal Data that they hold.

8.2 The parties acknowledge that they may process Personal Data on behalf of one another in connection with this Agreement. To the extent that any of the Parties are data processors for one another they shall:

8.2.1 process the Personal Data only on the instructions of the Data Controller and to perform its obligations as data processor in connection with the Agreement;

8.2.2 provide appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of or damage to the Data;

8.2.3 not to process Data outside of the United Kingdom without the prior written consent of the Data Controller putting in place adequate protection for the Data;

- 8.2.4 take all reasonable steps to ensure the reliability of any of its staff who have access to Data processed in connection with this Agreement;
 - 8.2.5 provide such information as is reasonably necessary to enable the Data Controller to satisfy itself of the Data Processor's compliance with this Clause 8.2 and allow the Data Controller, its employees or authorised agents or advisers upon reasonable prior written notice to the Data Processor, reasonable access to any relevant premises, during normal business hours, to inspect the procedures and measures referred to in this Clause 8.2 provided that the inspecting Party agrees to carry out such inspection with minimum disruption to the Data Processor's day to day business;
 - 8.2.6 provide reasonable assistance to the Data Controller in complying with any subject access request or other exercise of a data subject's rights and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of the Data as soon as is possible but in any event within 5 business days of receipt of the request or any other period as agreed in writing with the Data Controller from time to time.
 - 8.2.7 assist the Data Controller in complying with its obligations relating to data security, data breach notification, data protection impact assessments and related prior consultation procedures taking into account the nature of processing and the information available to the Data Processor;
 - 8.2.8 save only to the extent permitted under the Act, on termination of this agreement, howsoever arising, return to the Data Controller or destroy, at the request of the Data Controller, all Personal Data in the possession or control of the Data Processor and, at the request of the Data Controller, provide written confirmation that this has been done; and
 - 8.2.9 immediately inform the Data if, in the Data Processor's opinion, a documented instruction from the Data Controller infringes the Act.
- 8.3 The Data Processor may authorise a third party (subcontractor) to process personal data provided that the subcontractor's contract incorporates terms which are substantially the same as those set out in this Clause 8.

8.4 For the avoidance of doubt, the Parties acknowledge that unless a particular exchange of information is explicitly made as being on the basis of Data Controller to Data Processor, the information exchanged under this Agreement is made on a Data Controller to Data Controller basis.

9. DURATION AND REVIEW/AMENDMENT

9.1 This Agreement shall come into force immediately on being executed by all the Parties.

9.2 This Agreement will be reviewed one year after it comes into force and every two years thereafter.

9.3 In addition to these scheduled reviews, the Parties will also review this Agreement and the operational arrangements which give effect to it, if any of the following events takes place:

9.3.1 One (or more) of the Parties is found to have breached the terms of this Agreement in any significant way, including any data security breach or data loss in respect of Personal Data which is subject to this Agreement;

9.3.2 Any Party indicates that it intends to withdraw from this Agreement; or

9.3.3 The Information Commissioner or any of his or her authorised staff recommends that this Agreement be reviewed.

Any such unscheduled review may be either in respect of the entire Agreement, or only in respect of the elements of the Agreement directly relating to the event which triggered the review, as the majority of Parties agree is appropriate.

9.4 Any amendments to this Agreement will only be effective when contained within a formal amendment document which is formally executed by all Parties.

9.5 For the avoidance of doubt the Parties shall continue to comply with the provisions of the Act in respect of Personal Data shared under this Agreement after the expiry or termination of this Agreement.

10. DISPUTE RESOLUTION

10.1 The Parties hereby agree to act in good faith at all times to attempt to resolve any dispute or difference relating to the subject matter of, and arising under, this Agreement.

10.2 If the officers dealing with a dispute or difference are unable to resolve this themselves within 20 working days of the issue arising, the matter shall be escalated

to the ERO, or acting ERO, representing the Party and the Parties will endeavour in good faith to resolve the issue.

- 10.3 In the event that the Parties are unable to resolve the dispute amicably within a period of 20 business days from date on which the dispute or difference was escalated in terms of Clause 10.2, the matter may be referred to a mutually agreed mediator. If the identity of the mediator cannot be agreed, a mediator shall be chosen by the Dean of the Royal Faculty of Procurators in Glasgow.
- 10.4 If mediation fails to resolve the dispute or if the chosen mediator indicates that the dispute is unsuitable for mediation, and the Parties remain unable to resolve any dispute or difference in accordance with Clauses 10.1 to 10.3, then any Party may, by notice in writing to the other Parties, refer the dispute for determination by the courts in accordance with Clause 12.
- 10.5 The provisions of Clauses 10.1 to 10.4 do not prevent any Party from applying for an interim court order whilst the Parties attempt to resolve a dispute.

11. NOTICES

- 11.1 Except as otherwise expressly provided within this Agreement, no notice or other communication from one Party to another shall have any validity under this Agreement unless made in writing by or on behalf of the Party concerned and sent to each Party to this Agreement.
- 11.2 Any notice or other communication which is to be given by any Party to the other Parties shall be given by letter (sent by hand, post or by recorded or special delivery service), or by electronic mail. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been delivered two (2) Working Days after the date on which the letter was posted, or four (4) hours after electronic mail or sooner where the other Parties all acknowledge receipt of such letter or item of electronic mail. For the purposes of calculating the date of service of a notice under this Clause 11 no account shall be taken of periods of time either: i) outwith 0900-1700 in any day; or ii) on any Saturday, Sunday or (iii) any day which is a public holiday in Scotland.

12. GOVERNING LAW

12.1 This Agreement shall be governed by Scots law and (subject to Clause 10) the Parties submit to the exclusive jurisdiction of the Scottish courts in relation to any dispute arising hereunder. **IN WITNESS WHEREOF** this Agreement consisting of this and the previous thirteen pages together with the Schedules is executed as follows:

SIGNED on behalf of **The Electoral Registration Officer for Ayrshire** by

.....
[Signed] [Position]
.....
[Full Name] [Date]
.....
[Place]

In the presence of:

.....
[Witness] [Position]
.....
[Full Name] [Date]
.....
[Address]

SIGNED on behalf of **The Electoral Registration Officer for Clackmannanshire, Falkirk and Stirling** by

.....
[Signed] [Position]
.....
[Full Name] [Date]
.....
[Place]

In the presence of:

.....
[Witness] [Position]
.....
[Full Name] [Date]
.....
[Address]

SIGNED on behalf of **The Electoral Registration Officer for the City of Glasgow** by

.....
[Signed]

.....
[Position]

.....
[Full Name]

.....
[Date]

.....
[Place]

In the presence of:

.....
[Witness]

.....
[Position]

.....
[Full Name]

.....
[Date]

.....
[Address]

SIGNED on behalf of **The Electoral Registration Officer for Dunbartonshire and Argyll and Bute**
by

.....
[Signed]

.....
[Position]

.....
[Full Name]

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[Date]

.....
[Place]

In the presence of:

.....
[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Dundee** by

.....
[Signed]

.....
[Position]

.....
[Full Name]

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[Date]

.....
[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Dumfries and Galloway** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Fife** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Grampian** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Highland and Western Isles** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Lanarkshire** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Lothian** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Orkney and Shetland** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Renfrewshire** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Scottish Borders** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

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[Place]

In the presence of:

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[Witness]

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[Position]

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[Full Name]

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[Date]

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[Address]

SIGNED on behalf of **The Electoral Registration Officer for Tayside** by

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[Signed]

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[Position]

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[Full Name]

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[Date]

.....
[Place]

In the presence of:

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[Witness]

.....
[Position]

.....
[Full Name]

.....
[Date]

.....
[Address]

Schedule 1: Key personnel and contact details

For Ayrshire ERO:

Helen McPhee, Assessor and Electoral Registration Officer,
AVJB, 9 Wellington Square, Ayr, KA7 1HL

Email: helen.mcphee@ayrshire-vjb.gov.uk

Phone: 01292 612540

For Clackmannanshire, Falkirk and Stirling ERO:

Peter Wildman, Assessor & Electoral Registration Officer
Hillside House, Laurelhill, Stirling, FK7 9JQ

Email: peter.wildman@centralscotland-vjb.gov.uk

Phone: 01786 892200

For Dunbartonshire and Argyll and Bute ERO:

June Nelson-Hamilton, Principal Admin Officer,
DABVJB, 235 Dumbarton Road, CLYDEBANK G81 4XJ

Email: june.nelson@wdc.gcsx.gov.uk

Phone: 0141 562 1262

For Dundee ERO:

Lisa Archibald, Senior Electoral Services & Licensing Officer
Dundee City Council,

21 City Square, Dundee DD1 3BY

Email: lisa.archibald@dundeecity.gov.uk

Phone: 01382 434403

For Dumfries and Galloway ERO:

James W Doig, Assessor and Electoral Registration Officer,
Dumfries and Galloway Council

Carmont House, The Crichton, Bankend Road, Dumfries, DG1 4ZJ

Email: jim.doig@dumgal.gov.uk

Phone: 01387 260627

For Fife ERO:

Linda Bissett, Electoral Registration Officer

Democratic Services, 3rd Floor Main, Fife House, North Street, Glenrothes, KY7 5LT

Email: linda.bissett@fife.gov.uk

Phone: 03451 555555 (Extension 442301)

For Glasgow ERO:

Hugh Munro, The City Assessor and Electoral Registration Officer,

Glasgow City Council, PO Box, 15311, Glasgow, G1 3WZ.

Email: hugh.munro@fs.glasgow.gov.uk

Phone: 0141 287 7515

For Grampian ERO:

Ian Milton, Assessor & Electoral Registration Officer

Woodhill House, Westburn Road, Aberdeen, AB16 5GE

Email: imilton@grampian-vjb.gov.uk

Phone: 01224 664360

For Highland and Western Isles ERO:

William Gillies, Assessor & Electoral Registration Officer

Moray House, 16/18 Bank Street, Inverness, IV1 1QY

Email: bill.gillies@highland.gov.uk

Phone: 01463 703340

For Lanarkshire ERO:

Gary Bennett Assessor and ERO

Lanarkshire Valuation Joint Board

North Stand, Cadzow Avenue, Hamilton ML3 0LU

Email: gary.bennett@lanarkshire-vjb.gov.uk

Phone: 01698 476078 Fax: 01698 476076

For Lothian ERO:

Graeme Strachan, Acting Assessor and Electoral Registration Officer

17A South Gyle Crescent, Edinburgh, EH12 9FL

Email: Graeme.strachan@lothian-vjb.gov.uk

Phone: 0131 344 2509

For Orkney and Shetland ERO:

Dennis M Stevenson, Assessor and Electoral Registration Officer,

8 Broad Street, Kirkwall, Orkney KW15 1NX

Email: dennis.stevenson@orkney.gov.uk

Phone: 01856 876 222

For Renfrewshire ERO:

Kate Crawford, Assessor and Electoral Registration Officer,

RVJB, The Robertson Centre,

6 Glasgow Road, Paisley PA1 3QF

Email: Kate.Crawford@renfrewshire-vjb.gov.uk

Phone: 0141 618 5903

For Scottish Borders ERO:

Brian Rout, Assessor & Electoral Registration Officer

Old School Building, Council Headquarters, Newtown St Boswells, MELROSE, TD6 0SA

Email: brout@scotborders.gov.uk

Phone: 01835 825211

For Tayside ERO:

Alastair Kirkwood, Assessor and Electoral Registration Officer

Whitehall House, 35 Yeaman Shore, Dundee, DD1 4BU

Email: Alastair.kirkwood@tayside-vjb.gov.uk

Phone: 01382 315601

Schedule 2: Data to be shared

The Scottish Elections (Reduction of Voting Age) Act 2015 (“the 2015 Act”) reduces the voting age to 16 for elections for membership of the Scottish Parliament and local government elections in Scotland.

The 2015 Act permits Young Electors, aged 14 and 15 years old, to apply to the electoral register before they attain the age of 16. The 2015 Act also provides that registration officers may satisfy themselves of the Young Electors identity and entitlement to be registered on the basis of the applicant’s educational records.

In addition, under section 9A of the Representation of the People Act 1983 EROs have a duty to take necessary steps in order to maintain a complete and accurate register of voters.

To verify the applications of Young Electors aged 14 and 15 and to identify any potential Young Electors, aged 14 to 17 who have not registered and invite them to register, the Parties will request the following data from educational establishments:

- Full name of Young Elector;
- Full residential address of Young Elector;
- Nationality of Young Elector; and
- Date of birth of Young Elector.

Where an ERO receives information from educational records that a Young Elector is resident out with their own electoral area and is resident in the electoral area of another ERO who is a Party to this Agreement, the ERO will pass this Data to that Party.

Schedule 3: Information Security Policy

1. The Parties will implement:

- an organisational information security policy aligned to ISO 27001;
- procedures to protect organisational assets, including information, hardware and software;
- procedures to identify whether or not any asset has been lost or compromised;
- controls to ensure the return or destruction of information and assets at the end of, or at an agreed point within, the contractual relationship;
- procedures to ensure integrity and availability of information;
- restrictions on copying or disclosing information.

2. Legal responsibilities.

Data Protection Act 1998 and, once it comes into force, the General Data Protection Regulation.

No Personal Data shall be transferred outside the UK.

3. Monitoring of Activity

All Parties may monitor user activity and revoke user rights on its systems.

4. Physical Security

Each Party shall ensure that they have adequate mechanisms in place to deal with physical security.

5. Training

The services will be provided by appropriately trained, qualified and experienced staff.

6. Disposal of Assets

Where information supplied by a Party no longer requires to be retained, any devices containing Personal Data should be physically destroyed or the information should be destroyed, deleted or overwritten using techniques to make the original information non-retrievable rather than using the standard delete or format function.

7. Malicious software and viruses

The Parties must ensure that:

- PCs used in supporting the service are supplied with anti-virus software and anti-virus and security updates are promptly applied.
- All files received by one Party from another are scanned to ensure that no viruses are passed.
- The Parties must notify all of the Parties of any virus infections that could affect their systems on Data transfer.

8. Reporting security incidents

A formal process will be put in place prior to execution by all of the Parties, to ensure that all security incidents are promptly reported to the other Parties. The Parties will ensure that all staff are made aware of this process.

Schedule 4: Data Transfer Rules

The following is a list of recommended procedures to ensure the safe transfer of information:

- The Data files will be transferred by Government Connect Secure Extranet (GCSX) containing a password protected excel spreadsheet.
- When any secure data transfer is completed the password to the file must be disclosed via a different channel. For example, if the file is sent to a mailbox the password cannot be sent to the same mailbox. The recipient should call the ERO office for the password which makes the transfer more secure.
- If data is sent incorrectly from one ERO to another then the recipient ERO should advise the issuing ERO accordingly and delete the Data. They should NOT forward it on. The issuing ERO is responsible for reissuing the Data to the correct ERO.

EMS Requirements for Testing Local Data

Each supplier will detail how you should format and upload your local datasets, should you choose to test them. Below you will find links to further information on these requirements for each supplier.

Supplier	Further information
Xpress	http://help.xssl.co.uk/content/2register/electors/data_matching_auto.htm#top
Halarose	https://www.halarose.co.uk/hohe/v19.1.0/index.html#!Documents/tellusimportingfilesofnewpotentialelectors.htm The 'Template Wizard: Step 2: Choose File' section contains a description of the file formats required and then steps 3, 4 and 5 after this contain more information on mapping fields and loading the data.
IDOX	http://www.strandupdates.com/ess/canvassreform.php
Democracy Counts	https://democracymountshelp.zendesk.com/hc/en-gb/articles/360001113278-Canvass-Reform-Testing-Local-Data-Cabinet-Office-Requirements