

## **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]  
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[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]  
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[Address]

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

.....  
[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 Dunbartonshire and Argyll and Bute**  
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 Dundee** 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 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]

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[Place]

In the presence of:

.....  
[Witness]

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[Position]

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[Full Name]

.....  
[Date]

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[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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:jim.doig@dumgal.gov.uk)

Phone: 01387 260627

**For Fife ERO:**

Linda Bissett, Electoral Registration Officer

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## **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.