



Scotland Heat Map

1.0 Framework Agreement

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Contact: heatmap@gov.scot



Scottish Government
Riaghaltas na h-Alba
gov.scot

Energy Statistics
Directorate for Chief Economist
Scottish Government
5 Atlantic Quay
150 Broomielaw
GLASGOW
G2 8LU

e-mail: heatmap@gov.scot
web: www.gov.scot/heatmap

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Scotland heat map - introduction

The Scotland Heat Map is an important resource to identify the opportunities for efficient heat supply projects and support their development. Developed with data provided by public and private sector organisations including all local authorities, it will help to identify opportunities for new and expanding heat projects including efficient supply projects, such as district heating. As well as being a national resource for strategic modelling and planning, the Scotland heat map dataset will be offered to every Scottish local authority to create a local heat map for their area.

The Scotland heat map is a collaborative project between the Scottish Government, public sector and other bodies in Scotland to inform and deliver Scottish Government policies on **climate change**, **heat** and **energy efficiency**.

Scotland heat map Framework Agreement Documentation

All documentation, including access request forms for use outside the framework agreement and a copy of our privacy policy, can be found at <https://www.gov.scot/publications/scotland-heat-map-documents/>.

Scotland heat map - **Framework**

- 1.0 Framework Agreement
- 1.1 Acceptance form
- 1.2 Data users form
- 1.3 Organisation contact form
- 1.4 Organisation list

Scotland heat map - **Users guide**

- 2.0 User Guide
- 2.1 Data Dictionary
- 2.2 Metadata, limitations and data management
- 2.3 Validation & improvement

Scotland heat map - Framework Agreement

This is the data sharing agreement between the Scottish Ministers acting through the Directorate for Energy and Climate Change and the Directorate for Chief Economist (“the Scottish Government”) and all public sector bodies holding the heat map datasets (the “Framework Agreement”). Release of dataset is subject to agreeing to the terms in this Framework Agreement.

This Framework Agreement and associated documentation sets out:

- the principles for sharing data for the Scotland heat map;
- the roles and responsibilities of the Scottish Government and signatories;
- how the data can be used.

1. Commencement and duration

This Framework Agreement shall commence when Scotland heat map – Framework Agreement [1.1 Acceptance Form](#) is signed and dated by both Parties and shall continue unless terminated in accordance with Section 12.

2. Data

For the purposes of this Framework Agreement “Data” shall mean all data held within the Scotland heat map dataset as outlined in the Scotland heat map – User guide [2.2 Metadata, limitations and data management](#).

While participants in this Framework Agreement are under a duty to comply with all relevant obligations under the Data Protection Act 2018 (“the DPA”) and General Data Protection Regulation (GDPR), the data covered by this Framework Agreement is considered to be non-personal data. Always consider the DPA when processing or adding to the data.

Use of the Scotland heat map dataset requires only displaying a full address of heat demand or heat supply opportunities where this does not constitute personal data. This is in accordance with the Scottish Government’s Data Protection Policy.

The data is provided with attributes to allow maximum analysis and in a format so it can be combined with other data sets. We want the data to be as useful as possible and users are encouraged to combine the data with their own data sources. Always consider the DPA in respect to any new linked data sources created.

Those entering into the Framework Agreement are asked to support the work by contributing as much data as possible for the Scotland heat map.

3. Purposes of the data share

The Scotland heat map dataset is to be used to inform and deliver Scottish Government policies on:

- **Climate change mitigation and adaptation,**
- **Reducing the need for heat,**
- **Efficient heat supply,** including district heating and heat storage, **and low carbon and renewable heat sources,** including recovering excess heat
- **Housing and fuel poverty**
- **Scottish Planning Policy**

Delivering on policies around climate change, energy and heat are not just about products and people; it is also important to consider places and infrastructure. For example the places where heat is required and where heat can be generated and distributed and the opportunity for infrastructure investment. The way heat is provided and used in different places already varies significantly, depending on the types and density of the buildings, the different temperatures of heat required and the types of fuel available in the area. This will affect the options going forward.

Heat maps are a practical tool which can be used to:

- provide planning authorities with the knowledge base to highlight heat opportunities (such as heat recovery, district heating, renewable heat and low carbon heat) in development plans, in pre-application engagement with developers and in determining planning applications;
- identify potential projects or project at a local level and Scotland wide to provide a potential pipeline of projects and the development of local investment proposals;
- support heat plans for commercial and public sector energy management;

- identify heat resources and unused excess heat;
- identify heat opportunities in the domestic sector to benefit social housing and tackle fuel poverty.
- Publish a local heat map for planning purposes, identifying areas of opportunity

4 Basis for sharing

Scottish Ministers' have statutory and non-statutory targets, and requirements, from key legislative, policy and guidance documents, including but not limited to:

- Climate Change (Scotland) Act 2009,
- EU Energy Efficiency Directive (particularly Articles 9 and 14)
- The Heat Generation Policy Statement
- The Housing (Scotland) Act 2001
- The Scottish Fuel Poverty Statement

The Scottish Public sector have a key role in supporting delivery of these target.

5. Data transfer

This covers the data items to be shared and process involved. The Scottish Government shall provide data in ESRI ArcGIS FORMAT or similar. The data will be transferred to the recipient using the Scottish Government approved data transfer system: Objective Connect.

Subject to parties signing Scotland heat map – Framework Agreement [1.1 Acceptance Form](#) a version of the Scotland heat map will be offered covering their boundary and jurisdiction, as defined by the Ordnance Survey, to support local delivery of Scottish Government policy.

6. Data quality

The data that has been drawn together to create the Scotland heat map comes from a wide variety of different sources. The sources have been chosen as those providing the best quality information with the least constraints to use. Many data suppliers hold the data in different formats, for different areas and varying quality. We sought to incorporate a high level of detail while avoiding the use of personal data. In addition we have given consideration to the confidentiality of individuals and the commercial sensitivity of businesses in the use of non-personal data. Most data were not created initially for the purpose of the heat map. To make the data usable, some data sets have undergone a processes of cleaning and manipulating so they can be used in a standard Scotland wide format. Although every effort has been made the Scottish Government, or those providing the data, cannot guarantee the accuracy or currency of the data provided. Data items that become obsolete will be deleted.

The use of the heat map data and further provision of images from this data is entirely at the risk of the organisation or individual. The Information is licensed 'as is' and the Scottish Government excludes all representations, warranties, obligations and liabilities in relation to the data to the maximum extent permitted by law. The Scottish Government is not liable for any errors or omissions in the data and shall not be liable for any loss, injury or damage of any kind caused by its use.

Validation and improvement: the Scottish Government's aim is to regularly request input to improve the data over time. Parties' local knowledge will be invaluable to help improve the heat map dataset. Data users are requested to regularly use Scotland heat map – User guide [2.2 Metadata, limitations and data management](#).

Data providers are asked to use the Corporate Address Gazetteer Unique Property Reference Number (UPRN) when storing and providing data as this will significantly improve the quality of future updates.

7. Specific limitations on data use

Some of the data incorporated within the heat map may be subject to external restrictions on use and the Scottish Government may be bound by the terms of various agreements with third parties controlling that use. Where data is provided through other sources, such as Ordnance Survey or Open data, then the users are bound by the terms of those agreements of the data owners. Limitations are outlined in Scotland heat map – User guide [2.2 Metadata, limitations and data management](#).

Use of the Scotland heat map dataset must be in accordance with the data sharing Framework Agreement. Parties to the Framework Agreement must ensure all users of the data are aware of, and abide by, the data sharing Framework Agreement as accepted by your Information Asset Owner Scotland heat map – Framework Agreement [1.1 Acceptance Form](#).

The Information Asset Owner shall also ensure all users comply with the restrictions on Data use set out Scotland heat map – User guide [2.2 Metadata, limitations and data management](#).

The data cannot be sold on by a signatory or third party, or used within a commercial product that is then sold on. The data can be used to develop and support commercial proposals that support the purposes of data sharing outlined in section 3 subject to the limitations on use outlined in Scotland heat map – User guide [2.2 Metadata, limitations and data management](#) or the DPA if the heat map dataset is combined with other data.

8. Data security

The Recipient shall take proportionate technical and organisational security measures to protect the Data including, but not limited to:

- Data will be saved onto a secure network drive. This data will be held and backed up using a secure data management system that restricts access to recorded named users.
- The Information Asset Owner will ensure that only named users have access to data as outlined in Scotland heat map – User guide [2.2 Metadata, limitations and data management](#). Named users must know, understand and guarantee to maintain the confidentiality of sensitive data provided under this Framework Agreement. A list of these named users will be maintained and provided to the Scottish Government annually and upon request.
- Key contacts will be submitted to the Scottish Government annually in April, using [1.3 Organisation Contact Form](#).
- The physical and technical security of the data will be maintained at all times. Hard copies must be stored securely in a locked filing cabinet.
- The Scottish Government representative/responsible statistician must be informed immediately as to the nature of the breach and possible implications.

It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the data in accordance with technical and organisational security measures together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of personal data. The level, content and regularity of training shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the data.

Data shall only be processed for the purposes outlined in section 3 of the Framework Agreement (the "Purposes").

This Framework Agreement allows your organisation to undertake analysis of the data using a third party. Any commissioning of work must be under the purpose outline in section 3. The data can be shared with the third party, for periods of up to one year. The data can be shared for longer periods with written agreement (email) from the Scottish Government responsible statistician. The conditions of processing and use of data specified in this Framework Agreement will apply to contractor(s) and parties are under an obligation to ensure that such contractors are bound on equivalent terms to this Framework Agreement. Termination of the Framework Agreement will also terminate any agreement with a contracting third party to hold and use the data and they will be required to return it (as in section 11 and 12).

9. Freedom of Information

The Parties shall co-operate in handling and disposing of any requests made to either of the Parties, under the Freedom of Information (Scotland) Act 2002 ('FOISA'), of the other. The Parties acknowledge that nothing in this Framework Agreement is confidential.

Any requests received by either party under FOISA which relate to this Framework Agreement shall be passed to the Authorised Persons for the Authorised Persons to

decide which party should action and take overall responsibility for as soon as practicable after receipt and in any event within three days of receiving the request.

10. Review and Changes to the Framework Agreement

The Scotland heat map - Framework Agreement is available on the Scottish Government website <https://www.gov.scot/publications/scotland-heat-map-documents/>. The Scotland heat map Framework Agreement can be updated to allow new data to be provided or where terms of data use change. The Information Asset Owner will be alerted to any change and the document will be available for a one month review period before it replaces the previous version. Retention of the Scotland heat map data signifies acceptance of the current Framework Agreement.

11. Retention and Deletion of Data

The Recipient may retain the Data it has received under this Framework Agreement for as long as the Datasets are required for the Purposes. When the Datasets are no longer required for the Purposes the Data shall be destroyed securely in accordance with HMG Information Assurance Standards.

12. Termination of Framework Agreement

Either party may terminate this Framework Agreement provided 6 months' notice has been given to the other party.

At the termination of the Framework Agreement all data must be permanently destroyed (this includes backup tapes or systems holding the data) as outlined in section 11.

14. Signatories

By signing Scotland heat map – Framework Agreement [1.1 Acceptance Form](#) this confirms acceptance of this Framework Agreement's terms.