

# **Service Level Agreement Between The Secretary of State for Work and Pensions and Scottish Ministers in Respect of Child Disability Payment**

<b>Key personnel</b>	<b>Name</b>	<b>Role</b>
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## 1. Parties

- 1.1 This Service Level Agreement (hereafter referred to as 'this Agreement') is entered into between the Secretary of State for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA and the Scottish Ministers of St Andrews House, Regent Road, Edinburgh EH1 3DG acting in some instances through Social Security Scotland.
- 1.2 References to the Scottish Government (SG), the Scottish Ministers or Social Security Scotland will, as appropriate, be read as also including reference to each of the other entities.
- 1.3 References to the Secretary of State for Work and Pensions shall be read as including reference to the Department for Work and Pensions (DWP), as appropriate, and vice versa.

## 2. Scope and Principles

- 2.1 This Agreement sets out the provisions of the relationship between Scottish Ministers and DWP in relation to the Child Disability Payment (CDP) and 'the Services' DWP will provide to support this. The Services are described in **Annexes A to Y**.
- 2.2 CDP has replaced DWP's Disability Living Allowance for children (DLAc) and is administered by Social Security Scotland. DWP will continue to deliver an operational service until the transfer of DLAc cases for clients resident in Scotland is complete. This arrangement is covered by the terms of the 'Disability Living Allowance' and 'Personal Independence Payment' Agency Agreements, as referenced, in Section 4 (Derivation) of this Agreement.
- 2.3 Where a client is in receipt of CDP in the qualifying period for Christmas Bonus, Scottish Ministers will provide data to DWP to assess eligibility. Details of the specific data being shared can be found in the '**[Redacted]** Data Sharing Agreement' as referenced, in Section 4 (Derivation) of this Agreement.
- 2.4 Under the '**[Redacted]** Data Sharing Agreement', as referenced in Section 4 (Derivation) of this Agreement, from 26<sup>th</sup> July 2021, DWP have provided the necessary data to enable Social Security Scotland to take new applications to CDP for children resident in Scotland.
- 2.5 DWP and Scottish Ministers shall work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.
- 2.6 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the service insofar as relevant.
- 2.7 Each party will act transparently and work in a practical way in regard to reaching mutual agreement on any issues that may arise.

- 2.8 DWP will deal with customer enquiries relating to CDP by sign posting customers to Social Security Scotland.

### 3. Duration

- 3.1 The Initial Agreement commenced on 26<sup>th</sup> July 2021 for the launch of the CDP Pilot. This Agreement became effective on the date on which DWP deliver their Services as outlined in **Annexes A to Y**. This Agreement replaces the Initial Agreement with effect from the date this Agreement is signed. Subject to termination by either party, it shall remain in force until full case transfer of all DLAc cases is completed. This Agreement is subject to review by each party on or before the date twelve (12) months from the signing of this Agreement or when deemed appropriate and agreed by each party.
- 3.2 This Agreement may be varied by mutual written agreement of each party at any time during the term. Variations to this Agreement will be agreed by each party and no work will be undertaken until principles for funding the work are agreed. For the avoidance of doubt, any variations agreed between the parties must be put forward in writing and shall form an amendment to this Agreement.
- 3.3 In the event of DWP or Scottish Ministers choosing to terminate this Agreement, DWP and Scottish Ministers shall prepare and agree an appropriate exit plan for the termination of the Services which will seek to ensure no impact on the delivery of CDP.
- 3.4 Each party will provide twelve (12) months' notice of termination in writing.

### 4. Derivation

- 4.1 This Agreement forms an annex to the 'Memorandum of Understanding between Scottish Ministers (SM) and Department for Work and Pensions (DWP) on joint working arrangements covering the implementation of devolved provisions in the Scotland Act 2016 relating to Social Security and Employment Support Services in Scotland', and is to be read in conjunction with the following documents, and any subsequent arrangements which are agreed and support this Agreement, insofar as they are not replaced or terminated in the future:

Document	Version/Date
Concordat between the Department for Work and Pensions and the Scottish Government.	March 2020
Memorandum of Understanding and Supplementary Agreements on Devolution between the United Kingdom Government, the Scottish Ministers, the Welsh Ministers	October 2013

and the Northern Ireland Executive Committee ( <b>MoU on Devolution</b> )	
<p>Memorandum of Understanding between Scottish Ministers (SM) and the Department of Work and Pensions (DWP) on joint working arrangements covering the implementation of devolved provisions in the Scotland Act 2016 relating to Social Security and Employment Support Services in Scotland (the '<b>SM/DWP Single MoU</b>') and the following Annexes:</p> <ul style="list-style-type: none"> <li>• Disability Living Allowance Agency Agreement</li> <li>• Personal Independence Payment Agency Agreement</li> <li>• Child Winter Heating Assistance Service Level Agreement</li> <li>• <b>[Redacted]</b> Memorandum of Understanding</li> <li>• <b>[Redacted]</b> Data Sharing Agreement</li> <li>• <b>[Redacted]</b> Data Sharing Agreement</li> <li>• <b>[Redacted]</b> Service Agreement</li> <li>• <b>[Redacted]</b>, Service Level Agreement</li> <li>• <b>[Redacted]</b> Data Processing Agreement</li> <li>• <b>[Redacted]</b> Data Sharing Agreement</li> </ul>	January 2019
Memorandum of Understanding For Post Office® card account and Payment Exception Services Between Department for Work and Pensions and Scottish Ministers	September 2021
Memorandum of Understanding Between The Secretary of State for Work and Pensions and The Scottish Ministers acting through the Scottish Government and on behalf of Social Security Scotland in relation to benefit accounting and reconciliation services provided to the Scottish Ministers	March 2020
The Agreement between the Scottish Government and the United Kingdom Government on the Scottish Government's fiscal framework	February 2016

Scottish Devolution: Financial Arrangements for Formal Agreements	June 2021
Scottish Devolution: Financial Summary to support the Child Disability Payment Service Level Agreement between Department for Work and Pensions and Scottish Ministers	July 2021
Scottish Devolution: Framework for Audit and Accountability	March 2019
DWP and SG Joint Communications Framework.	August 2021
[Redacted]	[Redacted]

## 5. Revision to this Agreement

- 5.1 DWP agrees to inform Scottish Ministers as soon as reasonably practicable in advance of any potential changes that may impact on or require changes to the Services.
- 5.2 Each party would need to agree whether a revision to this Agreement is required. Subject to paragraph 3.2 above.
- 5.3 Any mutually agreed minor changes or amendments will be dealt with through normal means of communications, by the single points of contact ('SPoCs').

SPoCs for each party are as follows:

<b>SG SPoC</b>	<b>DWP SPoC</b>
[Redacted]	[Redacted]

- 5.4 Where more significant change is required, the SPoCs will apply the appropriate Business as Usual (BAU) change control processes. Where the change is agreed it will be incorporated into this Agreement as an amendment following any review.

## 6. Disputes

- 6.1 Each party to this Agreement will notify the other of any issues, concerns or complaints regarding any matter covered by this Agreement. Wherever possible, these difficulties will be resolved by the process of consultation set out in the 'SM/DWP Single MoU' as referenced, in Section 4 (Derivation) of this Agreement. In the event of a formal escalation of an issue, the process for dispute resolution is outlined in Section 6 of the SM/DWP Single MoU.

## 7. Roles and Responsibilities

- 7.1 Scottish Ministers will, as set out in this Agreement:

7.1.1 Be responsible for payment to DWP for the Services in accordance with

paragraph 15 (Financial Arrangements).

- 7.1.2 Inform DWP as soon as reasonably practicable if they become aware of any deficiency in the quality of the Services delivered under this Agreement and seek to agree steps to resolve such issues.
- 7.1.3 Work in partnership with DWP in respect of any potential changes to the delivery of CDP as these may impact on the Services.
- 7.1.4 Be responsible for the effective identification and management of risks arising from the delivery of the Services.
- 7.2 For the avoidance of doubt, each party acknowledges that Scottish Ministers shall at all times retain responsibility for CDP and its delivery.
- 7.3 DWP shall deliver the Services in accordance with the terms of this Agreement to:
  - 7.3.1 Work in partnership with Scottish Ministers in respect of any potential impacts and changes that may affect or require changes to the Services.
  - 7.3.2 Inform Scottish Ministers as soon as reasonably practicable if they become aware of any deficiency in the quality of the Services delivered under this Agreement and take steps to resolve such issues.
  - 7.3.3 Be responsible for the effective identification and management of risks arising from the delivery of the Services.

## 8. Service Delivery Standards

- 8.1 The Services will be delivered in accordance with the Service Delivery Standards set out below. Contact will be made between SPoCs through secure e-mail inboxes as follows:
  - 8.1.1 Scottish Ministers will notify DWP of CDP application details where a DWP DLAc interest is held in the **[Redacted]** as detailed in **Annex A** to **T**.

Social Security Scotland Single Inbox	DWP Inbox
<b>[Redacted]</b>	<b>[Redacted]</b>

- 8.1.2 Where a case is transferred from DWP to Scottish Ministers, the process as detailed in **Annex K** will apply. Where there are **[Redacted]** to this process, **Annexes L** to **T** will apply.

Social Security Scotland Single Inbox	DWP Inbox
<b>[Redacted]</b>	<b>[Redacted]</b>

- 8.1.3 Scottish Ministers and DWP will provide each other with relevant information where a case is being transferred and the case includes a Motability agreement, as detailed in **Annexes O to R**.

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

- 8.1.4 Scottish Ministers will provide DWP with **[Redacted]** containing details of all CDP cases that are in receipt of the benefit on any day during the qualifying week for Christmas Bonus, as detailed in the **[Redacted]** Data Sharing Agreement', as referenced, in Section 4 (Derivation) of this Agreement.

- 8.1.5 Where **[Redacted]** cases are identified, DWP and Scottish Ministers will follow the process to provide each other with relevant information, as detailed in **Annexes U(1) to U(3)**.

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

- 8.1.6 Scottish Ministers will confirm with DWP when a **[Redacted]** case has been identified when a Scottish resident moves to England/Wales as detailed in **Annex V**. **[Redacted]**, as detailed in **Annex W**.

<b>SPOC</b>	<b>SPOC</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

- 8.1.7 Where there is a requirement to confirm **[Redacted]** associated with **[Redacted]** cases, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annexes X(1) and X(2)**.

<b>Social Security Scotland Inbox</b>	<b>DWP Single Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

- 8.1.8 Where a new appointee or a change to appointee is identified, Scottish Ministers and DWP will follow the processes to provide each other with relevant information, as detailed in **Annexes Y(1) to Y(4)**.

<b>Social Security Scotland Inbox</b>	<b>DWP Inboxes</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

- 8.1.9 Details of the specific data being shared can be found in the **[Redacted]** Data Sharing Agreement' as referenced, in Section 4 (Derivation) of this Agreement.

- 8.1.10 The turnaround time for responding to dedicated email enquiries relating to the processes, as detailed in **Annexes A to T** will be, as soon as reasonably practical and within 5 working days. For any

enquiries, which are complex and are off-system the turnaround time will be 10 working days.

8.1.11 The turnaround time for responding to dedicated email enquiries relating to **[Redacted]** cases will be 1 working day, as detailed in **Annexes V and W**. For any enquiries, which are complex and are off-system the turnaround time will be 10 working days.

8.1.12 The turnaround time for responding to dedicated email enquiries relating to **[Redacted]**, will be as soon as reasonably practical and within 10 to 15 working days as detailed in **Annex U(1) to U(3)**.

8.1.13 The turnaround time for responding to dedicated email enquiries relating to **[Redacted]** will be 2 working days, as detailed in **Annexes X(1) and X(2)**.

8.1.14 DWP will respond to Social Security Scotland within 24 hours for any **[Redacted]** Cases and will be dealt with by Social Security Scotland dedicated officers.

8.1.15 The agent-to-agent e-mail service will be available from 8.00am to 6.00pm Monday to Friday excluding public and privilege holidays.

8.1.16 Scottish Ministers will provide updates to, and retrieve data from, a number of DWP **[Redacted]** which will enable Scottish Ministers to assess eligibility. Further details are set out in the '**[Redacted]** Data Sharing Agreement' and '**[Redacted]** MOU' as referenced, in Section 4 (Derivation) of this Agreement.

8.2 Escalation will be between SPoCS, at team management level, between Social Security Scotland and DWP Operational Teams in appropriate cases including, but not limited to:

8.2.1 Where Service Delivery Standards have not been met.

8.2.2 Where there are cases when the normal Service Delivery Standards would have an unacceptable impact on the customer.

8.2.3 When Social Security Scotland business continuity plans are invoked which would impact a higher number than anticipated enquiries to DWP.

SG Escalation SPoC	DWP Escalation SPoC
<b>[Redacted]</b>	<b>[Redacted]</b>

## 9. Fraud

9.1 Fraud processes are being developed in a test and learn environment and are under continuous review by DWP and Social Security Scotland. Each party should refer to their operational guidance for current processes.

- 9.2 The agreed method to transfer data will be as detailed in the '[Redacted] Data Sharing Agreement' as referenced in Section 4 (Derivation) of this Agreement. There will be no transfer of referrals that cannot be conducted by e-mail.
- 9.3 As soon as each party identifies a fraud interest affecting the other party, all necessary information shall be sent over as soon as reasonably practicable.
- 9.4 Referrals in the form of Word documents will be transferred by e-mail:

<b>Social Security Scotland inbox</b>	<b>DWP single inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

## **10. Management Review**

- 10.1 Each party will act transparently and work in a practical way in the spirit of co-operation, trust, respect and confidentiality in regards to any issues that may arise. In general, the working arrangements covered by this Agreement should be reviewed at least every twelve (12) months during the period this Agreement is in place. This may involve meetings between each party at a working level.

## **11. Evaluation**

- 11.1 Each party agrees that no personal data will be shared for the purposes of evaluation.
- 11.2 Scottish Ministers will be wholly responsible for the evaluation of CDP. Each party will work together to ensure the agreed service standards are delivered.

## **12. Complaints**

- 12.1 Each party will follow their defined BAU Customer / Client complaints procedures.

## **13. Service Design and Delivery**

- 13.1 It is understood by each party that the design of the Services will evolve. Each party agrees to inform the other as soon as reasonably practicable of any changes with its own legislation relating to CDP that may impact on or require changes to the delivery of CDP or the Services.
- 13.2 Scottish Ministers will deliver CDP while seeking continuous improvement in delivery as part of BAU processes. Each party will work to ensure cost-effective delivery; subject to the overarching financial arrangements as referenced, in Section 4 (Derivation) of this Agreement and as described in the Scottish Devolution: Financial Arrangements for Formal Agreements and Financial Summary to support the CDP Service Level Agreement between Department for Work and Pensions and Scottish Ministers.

## **14. Communications**

- 14.1 Communications in relation to CDP will be as in the agreed document 'DWP and SG Joint Communications Framework' as referenced, in Section 4 (Derivation) of this Agreement.

## **15. Financial Arrangements**

- 15.1 DWP will recharge Scottish Ministers agreed costs associated with the delivery of the Services. The agreed financial arrangements and costs are contained in the 'Scottish Devolution: Financial Arrangements for Formal Agreements' and 'Financial Summary to support the Child Disability Payment Service Level Agreement between Department for Work and Pensions and Scottish Ministers' as referenced, in Section 4 (Derivation) of this Agreement.

## **16. Audit Arrangements**

- 16.1 DWP and Scottish Ministers will abide by the principles of audit and accountability as set out in the document 'Scottish Devolution: A Framework for Audit and Accountability' as referenced, in Section 4 (Derivation) of this Agreement.
- 16.2 DWP and Scottish Ministers remain subject to their overall existing accountabilities to, respectively, the UK and Scottish Parliaments, and their associated audit bodies.
- 16.3 DWP and Scottish Ministers will abide by the principles in 'The Agreement between the Scottish Government and the United Kingdom Government on the Scottish Government fiscal framework' as referenced, in Section 4 (Derivation) of this Agreement: Paragraph 39 which states that 'All costs incurred by the UK Government where the Scottish Government is expected to meet the cost will be subject to audit.'
- 16.4 In 2020/2021 a new audit approach was adopted and agreed by DWP, Social Security Scotland, National Audit Office and Audit Scotland; Special Purpose Audit Framework will be used going forward as set out in the 'Financial Arrangements for Formal Agreements' document, as referenced in Section 4 (Derivation) of this Agreement.

## **17. Data Processing**

- 17.1 Further details of the data controller, and roles and responsibilities of Scottish Ministers and DWP in relation to the sharing of personal data are set out in the '[Redacted] Data Sharing Agreement' as referenced, in Section 4 (Derivation) of this Agreement.

## **18. Freedom of Information Requests, Parliamentary Questions, Ministerial Correspondence and 'Treat Official' Correspondence**

- 18.1 Each party is to follow existing processes and obligations for requests to that party, having regard to the 'MoU on Devolution' as well as the 'Concordat between the Department for Work and Pensions and the Scottish Government' as referenced in Section 4 (Derivation) of this Agreement.
- 18.2 Each party will assist and co-operate with each other where appropriate to enable each to meet its obligations.
- 18.3 This Agreement does not supersede any legal obligations under the Freedom of Information Act 2000 (FoIA) and the Freedom of Information (Scotland) Act 2002 (Fol(S)A).

<b>SG FOI(S)A contact</b>	<b>DWP FOI Contact</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

## **19. Data Subject Requests**

- 19.1 The parties will work together when appropriate and are expected to comply with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018 (DPA 2018) and must respond to right of access requests accordingly.
- 19.2 DWP agrees to inform Scottish Ministers as soon as possible (within 3 working days) of all right of access requests received from data subjects requesting copies of data held by Scottish Ministers. Where necessary, DWP will assist Scottish Ministers in processing the requests in line with the requirements of the UK GDPR and DPA 2018.
- 19.3 Scottish Ministers agree to inform DWP as soon as possible (within 3 working days) of all right of access requests which may be received from data subjects requesting copies of data held by DWP. Where necessary, Scottish Ministers will assist DWP in processing the requests in line with the requirements of the UK GDPR and DPA 2018.

Address details below:

<b>Social Security Scotland Data Protection Team</b>	<b>DWP Right of Access Requests</b>
Data Protection Officer PO Box 10298 Dundee DD1 9FS <b>[Redacted]</b>	Right of Access Gateway Team Post Handling Site A Wolverhampton WV98 2EF <b>[Redacted]</b>

- 19.4 Details of the specific data being shared can be found in the '**[Redacted]** Data Sharing Agreement' as referenced, in Section 4 (Derivation) of this Agreement.

## **20. Business Continuity**

- 20.1 If DWP or Social Security Scotland business continuity plans are invoked which affect the Services, the party invoking their business continuity plan will advise the other party of the issue, impact and resulting action as soon as reasonably practicable. Individual continuity plans are in place in DWP and Social Security Scotland and communication points of contacts are in place in respective business continuity teams.

## **21. Technical Capabilities**

- 21.1 Each party will, as soon as reasonably practicable, inform the other party of any proposed changes to its IT environment that would impact on the delivery of CDP. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on delivery of CDP. Incident management processes are detailed within the '[Redacted]', Service Level Agreement' and 'Data Processing Agreement' (DPA) and the '[Redacted]' between DWP and Scottish Ministers in relation to [Redacted] and the Scottish Ministers [Redacted] as referenced, in Section 4 (Derivation) of this Agreement.

## **22. SIGNATORIES**

**Signed by:** [Redacted]

**Print name:** James Wallace

**Date:** 03/10/2022

A duly authorised officer for and on behalf of the Scottish Ministers

**Signed by:** [Redacted]

**Print name:** Beverley Warmington

**Date:** 04/10/2022

A duly authorised officer for and on behalf of the Secretary of State for the Department for Work and Pensions

**Signed by:** [Redacted]

**Print name:** Margarita Morrison

**Date:** 04/10/2022

A duly authorised officer for and on behalf of the Secretary of State for the Department for Work and Pensions

**Signed by:** [Redacted]

**Print name:** Martin Brown

**Date:** 04/10/2022

A duly authorised officer for and on behalf of the Secretary of State for the Department for Work and Pensions

**Signed by:** [Redacted]

**Print name:** Vikki Knight

**Date:** 04/10/2022

A duly authorised officer for and on behalf of the Secretary of State for the Department for Work and Pensions

**Annex A** - New Application made to Social Security Scotland for CDP **[Redacted]**  
**Annex B** - New Application for CDP **[Redacted]**  
**Annex C** - New Claim to CDP **[Redacted]**  
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**Annex S** - Case Transfer - **[Redacted]**  
**Annex T** - DWP Foreign Language - **[Redacted]**  
**Annex U(1)** - **[Redacted]**  
**Annex U(2)** - **[Redacted]**  
**Annex U(3)** - **[Redacted]**  
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**Annex X(2)** - **[Redacted]**  
**Annex Y(1)** - Process for a new Appointee – **[Redacted]**  
**Annex Y(2)** - Process for a new Appointee – **[Redacted]**  
**Annex Y(3)** - Process for a notification of a change of Appointee – **[Redacted]**  
**Annex Y(4)** - Process for a notification of a change of Appointee – **[Redacted]**

## Annex Z - Glossary of Terms

This Annex defines various words, abbreviations and phrases which have specific meanings in the context of this Agreement. Unless otherwise provided or the context otherwise requires, the following expressions shall have the meanings set out below.

ATS	Appeals Tribunal Service
AVE	Accessible vehicles and Equipment
[Redacted]	[Redacted]
BAU	Business As Usual
CDP	Child Disability Payment delivered by Scottish Ministers
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
CoA	Change of Address
[Redacted]	[Redacted]
DLAc	Disability Living Allowance for children delivered by DWP
[Redacted]	[Redacted]
DPA	Data Processing Agreement
DPA 2018	Data Protection Act 2018
DSA	Data Sharing Agreement
[Redacted]	[Redacted]
[Redacted]	[Redacted]
DWP	Department for Work and Pensions
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
FOI	Freedom of Information (DWP)
FoI(S)A	Freedom of Information (Scotland) Act 2002
GDPR	General Data Protection Regulation
[Redacted]	[Redacted]
[Redacted]	[Redacted]
IT	Information Technology
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
Service Delivery Standards	The service delivery standards to be met by DWP for the delivery of the Services as set out at Para 8.
Services	Has the meaning set out in Para 2
SG	Scottish Government
SLA	Service Level Agreement
SM	Scottish Ministers
[Redacted]	[Redacted]
SPoC	Single Point of Contact
[Redacted]	[Redacted]
SSSA	Social Security Scotland Agency
[Redacted]	[Redacted]



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Any enquiries regarding this publication should be sent to us at

The Scottish Government  
St Andrew's House  
Edinburgh  
EH1 3DG

ISBN: 978-1-80525-247-4 (web only)

Published by The Scottish Government, December 2022

Produced for The Scottish Government by APS Group Scotland, 21 Tennant Street, Edinburgh EH6 5NA  
PPDAS1193683 (12/22)

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