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Data sharing agreement Personal data

Information Assurance and Risk
April 2018



Scottish Government
Riaghaltas na h-Alba
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Data Sharing Agreement no 02619P

For the necessary sharing of personal data among

**The Scottish Ministers, acting through its executive agency
Transport Scotland (“Transport Scotland”)**

Police Service of Scotland (“Police Scotland”)

and

British Transport Police (“BTP”)

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1. Introduction

1.1 This Data Sharing Agreement is between the Scottish Ministers, acting through its executive agency Transport Scotland ("**Transport Scotland**"), the Police Service of Scotland ("**Police Scotland**") and British Transport Police ("**BTP**").

1.2 The National Entitlement Card ("**NEC**") is Scotland's national smartcard which enables citizens to access various public services and facilities. Transport Scotland has in place national concessionary travel schemes, which use the *saltirecard* smart travel platform, for various parts of the population, including young persons, the disabled and those aged 60 or over. Such travel concessions are provided to eligible NEC Cardholders by adding the relevant concession products to the NEC.

1.3 Police Scotland was established on the 1st April 2013 following the amalgamation of the previous 8 Scottish forces and is now responsible for policing the length and breadth of Scotland.

1.4 BTP is the national and specialist police force for Britain's railways policing millions of daily passenger journeys. In Scotland its 250 officers and staff – who are recruited and trained like those of local forces and have the same powers - deal with major and minor crime, disorder and incidents and cover the rail system and the Glasgow Subway.

1.5 The purpose of this Agreement is to ensure a consistent, transparent and reasonable approach to the request and release of Personal Data in respect of NEC Cardholders, in accordance with the Data Protection Laws. This Agreement sets out the framework for the sharing of Personal Data between the Parties. The Parties agree that they are Controllers in common in connection with Personal Data shared under this Agreement and are not joint Controllers. Each Party agrees to comply with applicable Data Protection Laws.

1.6 Any disclosures to Police Scotland relating to suspected fraud in connection with the national travel concession schemes are outside the scope of this Agreement.

1.7 Unless the context otherwise requires, the following definitions shall apply in this Agreement:

- (a) "**Data Controller**" (or "**Controller**") has the meaning given in the Data Protection Laws;
- (b) "**Data Processor**" (or "**Processor**") has the meaning given in the Data Protection Laws;
- (c) "**Data Protection Laws**" means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the Processing of Personal Data to which a Party is subject including the Data Protection

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Act 2018, or any statutory amendment or re-enactment thereof and the GDPR;

- (d) **“Data Subject”** and **“Data Subject Access Request”** have the meaning given in the Data Protection Laws;
- (e) **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- (f) **“NEC Cardholders”** means all NEC cardholders with a national travel concession product;
- (g) **“Personal Data”** means personal data (as defined in the Data Protection Laws) which is Processed or shared by any Party pursuant to or in connection with this Agreement;
- (h) **“Personal Data Breach”** has the meaning given in the Data Protection Laws;
- (i) **“Process”** has the meaning given in the Data Protection Laws (and **“Processes”**, **“Processing”** and **“Processed”** shall be construed accordingly);
- (j) **“Purposes”** means the purposes outlined in clause 3 (*Purpose(s) of the data sharing*);
- (k) **“Serious Crime”** means a crime or an unlawful act which is believed to involve a reasonable likelihood of either serious injury, loss of life or substantial financial loss; and
- (l) **“Supervisory Authority”** has the meaning given in the Data Protection Laws.

2. Organisations involved in the data sharing

| | |
|--|--|
| Organisation/business area | The Scottish Ministers, acting through its executive agency Transport Scotland (“Transport Scotland”) |
| Address for notices and requests: | Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF |
| Information Asset Owner (IAO) and e-mail | REDACTED |
| Operational contact name | REDACTED |

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| | |
|---|-----------------|
| Operational contact job title and e-mail: | <i>REDACTED</i> |
|---|-----------------|

| | |
|---|--|
| Organisation/business area | Police Scotland |
| Address for notices and requests: | Police Scotland Headquarters, Tulliallan Castle, Kincardine-on-Forth |
| Information Asset Owner (IAO) and e-mail | <i>REDACTED</i> |
| Operational contact name: | <i>REDACTED</i> |
| Operational contact job title and e-mail: | <i>REDACTED</i> |

| | |
|---|---|
| Organisation/business area | British Transport Police |
| Address for notices and requests: | British Transport Police Area Headquarters, 90 Cowcaddens Road, Glasgow, G4 0LU |
| Information Asset Owner (IAO) and e-mail | <i>REDACTED</i> |
| Operational contact name: | <i>REDACTED</i> |
| Operational contact job title and e-mail: | <i>REDACTED</i> |

3. Purpose(s) of the data sharing

3.1 Purpose(s)

The Parties consider this data sharing initiative necessary, and agree to share Personal Data, for the following purposes:

- (a) the prevention and detection of Serious Crime;
- (b) the apprehension and prosecution of offenders in relation to Serious Crime;
- (c) the administration of justice in relation to Serious Crime; and
- (d) the protection of vital interests of individuals.

3.2 Aims & benefits

- (a) The aims of this Agreement are:
 - (i) enabling appropriate exchange of Personal Data between the Parties;
 - (ii) ensuring a consistent approach to communication;
 - (iii) encouraging early contact between the Parties;
 - (iv) allowing for sharing of relevant advice and guidance; and
 - (v) ensuring all Personal Data is shared and otherwise Processed in a secure manner, and is subject to confidentiality, in all cases in accordance with all applicable laws.

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- (b) The expected benefits of the data sharing include:
 - (i) improving safety and the reduction of crime;
 - (ii) effective solving of crimes;
 - (iii) increased safety of the Scottish public transport system; and
 - (iv) assisting in the finding of high risk missing persons.

3.3 Limitations on Processing

- (a) Personal Data may only be shared between the Parties for the purposes outlined in clause 3.1 (the “**Purposes**”).
- (b) Personal Data may not be shared between the Parties for the purposes of monitoring whether conditions of bail have been complied with or to track the location of an individual over a sustained period of time.
- (c) Shared Personal Data may not be used by the recipient for any other purpose other than for which it was provided (which shall always be in accordance with the Purposes).

3.4 Further disclosure

- (a) The Party receiving Personal Data shared under this Agreement shall only disclose or transfer the shared Personal Data to:
 - (i) a third party located outside the EEA; or
 - (ii) any third party Controller / Processor,provided such disclosure or transfer is made for the Purposes in compliance with Data Protection Laws.
- (b) Subject to the obligation to comply with Data Protection Laws, in order to respond to a request under this Agreement:
 - (i) Transport Scotland may disclose or transfer Personal Data to any transport operator; and
 - (ii) Transport Scotland may disclose or transfer Personal Data to any of its Data Processors.

4. Data to be shared

4.1 Journey data and NEC number information

- (a) Transport Scotland may provide the following Personal Data under this Agreement:
- (i) journey information; or
 - (ii) ITSO Shell Reference Number (“**ISRN**”) of an NEC; or
 - (iii) Multi-Application Card Reference Number (“**MCRN**”) of an NEC; or
 - (iv) gender; or
 - (v) date of birth; or
 - (vi) postcode.

however the Parties acknowledge that journey information may not be available in respect of all NEC Cardholders and/or journeys.

- (b) Only the Personal Data outlined in clause 4.1(a) may be shared by Transport Scotland under this Agreement. Personal Data requested and shared may not be irrelevant or excessive to carry out the Purposes.
- (c) Police Scotland and/or BTP may share Personal Data (including NEC number or journey information) with Transport Scotland in connection with the Purposes as part of a request under this Agreement to allow Transport Scotland to identify relevant Personal Data which is subject to the request. Police Scotland and BTP shall ensure, and each warrants individually to Transport Scotland, that Personal Data shared by it as part of a request is complete and accurate, relevant and not excessive. This warranty is repeated every time Police Scotland or BTP submit a request to share Personal Data under this Agreement.

4.2 Special category Personal Data and criminal related data

Personal Data shared by Police Scotland and/or BTP under clause 4.1(c) (*Journey data and NEC number information*) may include special categories of Personal Data as well as Personal Data relating to criminal convictions and offences and related security measures.

4.3 Data to be matched or linked

- (a) Upon receipt of a valid request pursuant to this Agreement (which may include some Personal Data as outlined in clause 4.1(c) (*Journey data and NEC number information*)), Transport Scotland shall combine the Personal Data within the request with the relevant Personal Data held by Transport Scotland.
- (b) Following a valid request from Police Scotland and/or BTP, Police Scotland and/or BTP will be able to link the Personal Data provided by Transport Scotland to other Personal Data held by Police Scotland / BTP, or obtained by it from other parties, to carry out the Purposes.

5. Process for sharing

5.1 Process to request and transfer of data

Personal Data will be shared in the following manner:

- (a) Police Scotland and/or BTP shall submit a request to receive Personal Data under this Agreement to Transport Scotland. Such request shall:
 - (i) be in writing and in the form outlined in the Appendix to this Agreement;
 - (ii) be signed by a senior person with inspector rank or above;
 - (iii) be sent to the analysisteam@transport.gov.scot mailbox which is also specified within the "Transport Scotland – request to share personal data" proforma;
 - (iv) accurately specify the Personal Data which is the subject of the request and include other relevant information to assist Transport Scotland to locate the relevant Personal Data;
 - (v) only request Personal Data to be shared which is necessary for the Purposes and shall not request Personal Data which are irrelevant or excessive;
 - (vi) comply with clauses 4.1 to 4.2 (*Data to be shared*) of this Agreement;
 - (vii) outline how the data sharing will assist the Parties to meet the Purposes; and
 - (viii) otherwise comply with Data Protection Laws.
- (b) By sanctioning the request prior to submission, Police Scotland and/or BTP (as may be relevant) is confirming the identity of the person requesting the Personal Data and both individually warrant to Transport Scotland that the data sharing in the circumstances meets the requirements of Data Protection Laws and this Agreement. This warranty is repeated every time Police Scotland or BTP submit a request to share Personal Data under this Agreement.
- (c) Police Scotland and BTP shall respond to any reasonable queries or requests which Transport Scotland may have for Transport Scotland to be able to ensure that the proposed sharing is in accordance with Data

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Protection Laws and this Agreement. Each request will be considered on its own merits and must be relevant for the Purposes.

- (d) Transport Scotland is not under an obligation to share Personal Data under this Agreement and in certain circumstances it may not be practicable to do so. Transport Scotland does not have operational capacity to process requests outwith normal office hours Monday - Friday, during weekends or on public / local holidays. Requests to share Personal Data received outside of office hours shall be considered as soon as reasonably practicable. The Parties acknowledge that requests for Personal Data have resourcing implications for Transport Scotland and agree to keep the number of requests under this Agreement to a minimum.
- (e) If, and to the extent that, Transport Scotland decides to share Personal Data pursuant to a request, it shall share the relevant Personal Data directly with the requesting Party as soon as reasonably possible.
- (f) The Parties may share the Personal Data listed in clause 4.1 (*Journey data and NEC number information*) where required for the purposes of clauses 7.3 (*Management of a security incident*), 8 (*Information management*) and 9 (*Data Protection Impact Assessment*).

5.2 Format and accuracy of data

- (a) The Parties shall only share Personal Data electronically using secure methods in accordance with Data Protection Laws.
- (b) Transport Scotland does not make any express or implied warranty or representation concerning the Personal Data provided, including but not limited to the accuracy or completeness of such Personal Data. Following receipt, Police Scotland and BTP agree to verify the accuracy of shared Personal Data.

5.3 Frequency of transfer

Personal Data will be shared on an *ad hoc* basis as required when strictly necessary for the Purposes.

5.4 Access restrictions

The recipient of Personal Data shared under this Agreement may disclose such Personal Data to authorised individuals on a need-to-know basis subject to an obligation of confidentiality and only as necessary for the Purposes. The recipient of Personal Data shared under this Agreement shall ensure such individuals shall act within the scope of their authority.

6. Basis for sharing

6.1 Legal gateway (also known as the power to share data)

Transport Scotland have implied powers to share Personal Data pursuant to this Agreement and always subject to applicable laws (including Data Protection Laws and human rights legislation), to assist Police Scotland and BTP in carrying out their statutory and common law functions.

6.2 Lawful basis for Processing

- (a) The legal grounds for sharing Personal Data by Transport Scotland under this Agreement are:
- (i) Processing is necessary in order to protect the vital interests of the Data Subject or of another natural person as outlined in Article 6(1)(d) of GDPR;
 - (ii) Processing is necessary for compliance with a legal obligation to which the Controller is subject as outlined in Article 6(1)(c) of GDPR; or
 - (iii) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller as outlined in Article 6(1)(e) of GDPR.
- (b) The legal grounds of Transport Scotland for Processing special categories of Personal Data under this Agreement are:
- (i) Processing is necessary to protect the vital interests of the Data Subject or of another natural person where the Data Subject is physically or legally incapable of giving consent as outlined in Article 9(2)(c) of GDPR; or
 - (ii) Processing is necessary for reasons of substantial public interest, as outlined in Article 9(2)(g) of GDPR.
- (c) Police Scotland and BTP are each responsible for ensuring that they have a valid basis under Data Protection Laws to Process and share Personal Data provided by Transport Scotland. The legal grounds for sharing and Processing Personal Data by Police Scotland and BTP under this Agreement are: public task (in terms of article 6(1)(e) of the General Data Protection Regulation) and detailed for Police Scotland in sections 20 and 32 of the Police and Fire Reform (Scotland) Act 2012), namely:
- to prevent and detect crime, and protect life and property
 - to improve the safety and well-being of persons, localities and communities in Scotland, and

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- working in collaboration with others where appropriate, seek to achieve that main purpose by policing in a way which
 - (i) is accessible to, and engaged with, local communities, and
 - (ii) promotes measures to prevent crime, harm and disorder
- (d) BTP's powers as a Police Force derive from the Railways and Transport Safety Act 2003 which confers on BTP officers all the powers and privileges of a constable. British Transport Police manage information in line with the Code of Practice on the Management of Police Information which states that use of information must be consistent with the common law policing purposes as defined in the statutory code of practice as follows:
- Protecting life and property
 - Preserving order
 - Preventing the commissioning of offences
 - Bringing offenders to justice
 - Any duty or responsibility of the Police arising from common or statute law.

7. Information assurance & security

Each Party shall ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Laws), to protect against unauthorised or unlawful Processing of Personal Data shared under this Agreement and against accidental loss or destruction of, or damage to, such Personal Data. Without prejudice to the foregoing, the Parties agree to comply with the security measures outlined in this clause 7.

7.1 Personnel security

In addition to clause 5.4 (*Access restrictions*), the Parties agree to comply with the following security requirements:

- (a) each Party shall ensure that its staff members are appropriately trained to handle and Process the shared Personal Data in accordance with the required technical and organisational security measures together with applicable Data Protection Laws.

7.2 Technical security

- (a) Requests for Personal Data and all responses shall be sent as an email attachment through the relevant secure networks: Police National Network (“**PNN**”), and email domains that follow the latest Government secure email policy.

- (b) All emails sent by the Parties pursuant to this Agreement will be appropriately endorsed in accordance with the Government Security Classifications.

7.3 Management of a security incident

- (a) Each Party shall provide the other Parties reasonable assistance in complying with all applicable requirements of the Data Protection Laws applicable to Personal Data Breaches. In particular, each Party (where relevant) shall:
 - (i) promptly notify any relevant Party to this Agreement as soon as it becomes aware of a Personal Data Breach or a suspected Personal Data Breach which relates to Personal Data shared by such other Party under this Agreement;
 - (ii) carry out an investigation into the Personal Data Breach or a suspected Personal Data Breach, its extent and any parties responsible for the Personal Data Breach. Such investigation should consider if the processes outlined in this Agreement have been compromised or whether this Agreement has been breached. The Party responsible for the investigation (being the Party who has experienced a Personal Data Breach) shall provide reasonable details of the Personal Data Breach to any other relevant Party notified under clause 7.3(a)(i); and
 - (iii) where in receipt of notification in respect of an actual or suspected Personal Data Breach, provide reasonable assistance to the notifying Party in dealing with such actual / suspected Personal Data Breach in an expeditious and compliant manner.
- (b) If it is believed a crime has been committed, it will be reported to the relevant division who will investigate and submit a report to the Procurator Fiscal.

8. Information management

8.1 Freedom of Information and Environmental Information requests

- (a) BTP are subject to the Freedom of Information Act (2000) (“FOIA”) and the the Environmental Information Regulations (2004) (“EIRs”). The other Parties are subject to the Freedom of Information (Scotland) Act 2002 (“FOISA”) and the Environmental Information (Scotland) Regulations 2004 (“EISRs”). The Parties shall respond to requests for information under FOIA/FOISA and the EIRs/EISRs in accordance with their legal obligations.
- (b) Each Party agrees to provide reasonable assistance to the other Parties in dealing with any requests made to such other Parties under FOIA/FOISA

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and/or the EIRs/EISRs which relate to this Agreement. The Parties acknowledge that nothing in this Agreement is confidential.

- (c) Any requests received by a Party which relates to this Agreement shall be passed to the operational contacts of the other Parties. The operational contacts shall liaise with each other as necessary to enable the Party in receipt of the relevant request to respond to it.

8.2 Subject Access Requests (SAR)

The Parties agree to comply with their obligations to respond to Data Subject Access Requests and to give effect to other rights of Data Subjects in accordance with Data Protection Laws. Each Party shall:

- (a) promptly notify any relevant Party's operational contact about the receipt of any Data Subject Access Request or other query, dispute or complaint from a Data Subject which relates to Personal Data shared with or by such other Party under this Agreement;
- (b) provide the other Parties with reasonable assistance in complying with any such Data Subject Access Request, query, dispute or complaint; and
- (c) in relation to Data Subject Access Requests, not disclose or release any Personal Data shared under this Agreement in response to a Data Subject Access Request without first consulting any other Party with or by whom the Personal Data in connection with the relevant Data Subject has been shared.

8.3 Supervisory Authority

In the event of a dispute, claim or query brought by the Supervisory Authority concerning the Processing of shared Personal Data against any of the Parties, to the extent that they are able to do so, the Parties will inform each other about any such disputes, claims or queries, and will cooperate with a view to settling them amicably in a timely fashion.

8.4 Records of requests

The Parties will maintain records of all requests and any Personal Data provided or withheld under this Agreement. These records will be maintained in accordance with applicable laws and the rights of Data Subjects may apply to such records.

9. Data Protection Impact Assessment (DPIA)

Each Party shall be responsible for adopting and maintaining a DPIA relevant to its Processing activities, in accordance with the Data Protection Laws. Each Party agrees to provide the other Parties reasonable assistance in connection with preparation and updating of a DPIA, at the cost of the requesting Party.

10. Privacy notices

- (a) In accordance with, and where required by, the Data Protection Laws, each Party shall:
 - (i) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Data to the other Parties for the Purposes; and
 - (ii) give information to any Data Subject whose Personal Data it will Process under this Agreement of the nature of such Processing.

11. Retention & deletion

Each Party shall comply with its obligations under the Data Protection Laws in connection with retention and deletion of Personal Data. A recipient of Personal Data may not retain Personal Data which is no longer required for the Purposes, however Parties may continue to retain Personal Data as required under applicable laws. The Parties agree to comply with clause 12.3 (*Closure of Agreement*).

12. Management of Agreement

12.1 Commencement and duration

This Agreement shall commence when it is signed by all the Parties and shall continue until September 2024 unless terminated earlier by mutual consent or otherwise in accordance with this Agreement.

12.2 Review & changes to Agreement

- (a) The Parties shall, on dates to be agreed between the Parties but not less than every 2 years from the commencement of this Agreement, review the effectiveness of this Agreement, having consideration to the aims and purposes set out in clause 3 (*Purpose(s) of the data sharing*). The Parties shall continue, amend or terminate this Agreement depending on the outcome of this review. Such review will include:
 - (i) assessing whether the Purposes for which the shared Personal Data is being Processed are still the ones listed in clause 3 (*Purpose(s) of the data sharing*);

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- (ii) assessing whether the shared Personal Data is still as listed in clause 4 (*Data to be shared*);
 - (iii) assessing whether the legal framework governing data quality, retention, and Data Subjects' rights is being complied with;
 - (iv) assessing whether Personal Data Breaches involving the shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework;
 - (v) assessing the impact of this Agreement on Transport Scotland's personnel and resources and measures the Parties may take to minimise such impact; and
 - (vi) assessing whether any changes are required to the request form in the Appendix to this Agreement.
- (b) No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

12.3 Closure of Agreement

- (a) The Parties may terminate this Agreement by mutual agreement in writing.
- (b) Where a Party terminates the Agreement this shall not automatically have an impact on the validity of the agreement as between the remaining Parties provided that Transport Scotland remains party to this Agreement.
- (c) Each Party may terminate this Agreement by providing thirty (30) days' advance notice in writing to the other Parties.
- (d) Each Party may terminate the Agreement immediately by giving the other Parties written notice to that effect where any of the other Parties: (i) has breached Data Protection Laws in connection with either this Agreement or Personal Data shared by the terminating Party and such breach is either not capable of remedy or is not remedied within ten (10) days of written notice from the terminating Party; or (ii) is not Processing the shared Personal Data in accordance with this Agreement; or (iii) acts in any manner which brings or is likely to bring the terminating Party into disrepute or is materially adverse to the interests of such terminating Party.
- (e) A Party receiving Personal Data under this Agreement shall return or destroy such Personal Data as elected in writing by the disclosing Party in the following circumstances:
 - (i) on termination of this Agreement; and

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- (ii) once Processing of the shared Personal Data is no longer necessary for the Purposes

provided there is no obligation to retain such Personal Data under applicable laws. Where relevant, Personal Data shall be destroyed securely in accordance with HMG Information Assurance Standards or other standards as the Parties may agree in writing.

13. General

13.1 Third party rights. A person who is not a Party to this Agreement has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contract (Third Party Rights) (Scotland) Act 2017.

13.2 Limitation of liability and indemnity.

(a) Nothing in this Agreement will:

- (i) limit or exclude any liability for death or personal injury resulting from negligence; or
- (ii) limit or exclude any liability for fraud or fraudulent misrepresentation; or
- (iii) limit any liabilities in any way that is not permitted under applicable law; or
- (iv) exclude any liabilities that may not be excluded under applicable law.

(b) Subject to clause 13.2(a) and 13.2(d), no Party shall in any circumstances be liable whether in contract, delict (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (i) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (ii) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (iii) any loss or liability (whether direct or indirect) under or in relation to any other contract.

(c) Clause 13.2(b) shall not prevent claims, for:

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- (i) direct financial loss that are not excluded under any of the categories set out in clause 13.2(b)(i); or
 - (ii) loss or damage to tangible property or physical damage.
- (d) Each of Police Scotland and BTP hereby indemnify Transport Scotland on a joint and several basis against any liability, loss or damage which Transport Scotland may incur as a result of the relevant indemnifying Party's breach of this Agreement.
- 13.3 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 13.4 Waiver. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 No partnership / agency. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture among the Parties, constitute a Party the agent of any other Party, or authorise a Party to make or enter into any commitments for or on behalf of any other Party.
- 13.6 Entire agreement. This Agreement constitutes the entire agreement among the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings among them, whether written or oral, relating to its subject matter.
- 13.7 Notices.
- (a) Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to both the operational contact and the Information Asset Owner and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address outlined in clause 2 (*Organisations involved in the data sharing*); or
 - (ii) sent by email to the operational contact and the Information Asset Owner to the addresses outlined in clause 2 (*Organisations involved in the data sharing*);
 - (b) Any notice or communication shall be deemed to have been received:

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- (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting;
 - (iii) if sent by email, on the next working day after transmission.
- (c) This clause 13.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.8 Governing law and jurisdiction.

- (a) This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Scotland.
- (b) Each Party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

14. Signatories

By signing this Agreement the Parties confirm that they accept its terms.

Organisation/business area: Transport Scotland

Information Asset Owner (IAO) name: *REDACTED*

Signature.....*REDACTED*..... Date

Organisation/business area: Police Scotland

Information Asset Owner (IAO) name: *REDACTED*

Signature.....*REDACTED*..... Date

Organisation/business area: British Transport Police

Information Asset Owner (IAO) name: *REDACTED*

Signature.....*REDACTED*..... Date

Appendix: Transport Scotland - Request to share Personal Data