

THIS PAGE FOR INTERNAL USE –
TO BE COMPLETED BY EAS DIVISIONAL SUPPORT

Data Access Agreement Summary details:

DAA reference	EDAxxxx <i>(please quote on all subsequent correspondence)</i>
EAS unit with contact name	
Organisation with local contact name and e-mail	
Method and timing of data delivery agreed	
Agreement date	
Review Date	
Does a previous agreement exist ?	Yes – Dated...Ref xxxxxxxx // No

Data Access Agreement

Undertaking for Supply of Scottish Government Education Analytical Services Division Data

This is an agreement between

Scottish Ministers acting through the Data Access Officer of the Scottish Government
Education Analytical Services Division

and

Person acting on behalf of
Organisation

This agreement covers the provision of data by Scottish Ministers to **Person** for the purpose of producing statistical analysis or carrying out research which is relevant to the responsibilities and role of **Person**

This Data Access Agreement (DAA) sets out the principles to which **Organisation** and EAS Division will work. The specific datasets covered by this agreement, are attached at annex B.

Scottish Ministers and **Person** on behalf of **Organisation** hereby agree as follows:

1. Scottish Ministers shall only be obliged to provide the data as described in part 1 of the annex A

Person on behalf of **Organisation** undertakes to:

2. use the data provided by Scottish Ministers exclusively for the purpose of producing statistical analysis or carrying out research which is relevant to the responsibilities and role of **Person** complying fully with restrictions described in part 2 of the annex A
3. comply fully with the other restrictions detailed in part 3 of the annex A, in relation to the data provided by Scottish Ministers, and
4. fully indemnify Scottish Ministers and shall keep Scottish Ministers fully indemnified against all losses, damages, costs, liabilities, expenses, claims and others which may arise directly or indirectly
 - a. under the Data Protection Act 1998, the Human Rights Act 1998 or any other statute or under common law as a result of subsequent processing of such data by **Organisation** or any third party who has sourced data directly or indirectly from **Organisation**, or
 - b. as a result of **Organisation** breaching any of the terms of this agreement, or
 - c. as a result of any act, omission or negligence by **Organisation** or their employees, agents, subcontractors, partners, representatives or others acting on their behalf or for whom they are responsible in law.

Person undertakes to comply and ensure all staff employed by **Organisation**, agents, subcontractors, partners, representatives or others acting on behalf of **Organisation** who are working with this data as described in part 2 of the annex A, will also comply with the conditions as detailed within this agreement.

Signed

For **Organisation**

For Scottish Government:
ScotXed Unit,
Education Analytical Services division
2D South,
Victoria Quay Edinburgh
EH6 6QQ

Name: **Person**

Name: Gerry Donnelly

Job title:

Job title: Statistician,
Function: Data Access Officer

Signature:

Signature:

Date:

Date:

Annex A

Annex to agreement between Scottish Ministers and Person on behalf of Organisation

Part 1

Data to be provided by Scottish Ministers

- **Person** on behalf of **Organisation** requires those datasets as listed in Annex B

Part 2

Data uses:

1. **Organisation** will use the data only for the purpose of producing statistical analysis or carrying out research which is relevant to the responsibilities and role of **Person**
2. Information will not be published (or otherwise made available) by **Organisation** at a level which allows identification of an individual. Unauthorised disclosure will be regarded as a breach of confidentiality.
3. The data should only be used in connection with the task specified, and after use should be deleted from the **Organisation** IT and storage systems, together with any derived datasets. The data should be held securely and arrangements should be in place to ensure that no third party can access it.

Part 3

1. This agreement will be reviewed on an annual basis with the aim of evaluating the effectiveness of the data exchange process, the appropriateness of the use made of the data and whether any amendments to the DAA are required. The next review will happen in <<INSERT ONE YEAR FROM DATE OF DATA SUPPLY>> and will take place between representatives of EAS Division and **Organisation**.

Annex B

List of datasets

The following data will be supplied

<<Insert the from Data Access Application Form>>

Annex C

Full Details of the Data Sharing Project

<<Insert copy of all relevant information lifted from the data access form>>