

THIS AGREEMENT IS MADE ON THE 19th of December 2011

BETWEEN

████████████████████, a local authority constituted under the Local Government etc (Scotland) Act 1994 and having its main office at ██████████
████████████████████

and

[Duncan Helm] (“The Researcher”)

Definitions

Where the terms below have been defined within the Data Protection Act 1998, the meaning is the same as in the Act. Any additional description below is to put the definitions into the context of this Agreement.

“Personal Data” means any personal information relating to an identified or identifiable person which is provided by the Council to the Researcher, or which is collected by the Researcher, for the purpose of the Research Project

“Data Subject “ means the person who is the subject of the Personal Data

“Research Project” means the Researcher’s non-commercial research project as described in more detail in the Research Access Questionnaire

- 1 The Researcher hereby undertakes and agrees to comply with all applicable requirements under the Data Protection Act 1998 including, but not limited to, processing Personal Data in accordance with the Act.
- 2 Without limiting the generality of Clause 1, the Researcher further undertakes that in relation to the processing of any Personal Data it shall:
 - 2.1 use the Personal Data solely for the purpose of the Research Project
 - 2.2 not supply the Personal Data to any third party for any purpose or use whatsoever
 - 2.3 comply with any reasonable instructions from the Council concerning the processing of the Personal Data
 - 2.4 ensure that it effects and maintains appropriate and reasonable technical and organisational security measures against unauthorised or unlawful processing of the Personal Data.
 - 2.5 collect only Personal Data which is relevant and necessary for the purpose of the Research Project

- 2.6 where appropriate obtain the consent in writing of the Data Subjects to the processing of their Personal Data
- 2.7 ensure that the results of the Research Project are anonymised when published and that no information is published which would enable the Data Subject to be identified.
- 3 At the conclusion of the Research Project, the Researcher undertakes to destroy all Personal Data that it holds including deleting from all IT systems and at the Council's request, the Researcher shall certify to the in writing that this destruction has been carried out. Where the Researcher wishes to retain the Personal Data and can show that there are good reasons for doing so, the Researcher shall not be required to destroy the Personal Data provided that it is anonymised by the deletion of any personal identifier such as (without limitation) name and date of birth.
- 4 The Researcher agrees to indemnify the Council and keep its officers and employees fully and effectively indemnified against all costs claims demands expenses and liabilities arising directly as a result of any breach by the Researcher of any of the provisions of this Agreement or of any applicable provision of the Data Protection Act 1998
- 5 This Agreement shall be governed by and construed in accordance with the laws of Scotland and both parties submit to the exclusive jurisdiction of the Scottish Courts

SIGNED by or on behalf of the parties at the date which first appears in this Agreement.

For and on behalf of }
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For and on behalf of }
Researcher