

AGREEMENT

Between

THE 14 SCOTTISH ASSESSORS, consisting of those individuals hereinafter listed in "Part 1 – Assessors" table (hereinafter referred to as "the Assessors")

and

Compass Geographics Limited, a company incorporated under the Companies Act (registered number: SC226604) and having its registered office at 9 Park Place, Dollar, Scotland, FK14 7AA (hereinafter referred to as "the Contractor").

WHEREAS

- (a) The Contractor entered into an agreement with The Ayrshire Valuation Joint Board, The Central Scotland Valuation Joint Board, Dumfries and Galloway Council, Dunbartonshire and Argyll and Bute Valuation Joint Board, Fife Council, Glasgow City Council, Grampian Valuation Joint Board, The Highland and Western Isles Valuation Joint Board, The Lanarkshire Valuation Joint Board, The Lothian Valuation Joint Board, The Orkney and Shetland Isles Valuation Joint Board, The Renfrewshire Valuation Joint Board, The Scottish Borders Council, and The Tayside Valuation Joint Board relating to project management services for the Scottish Assessors Portal website (hereinafter referred to as "the Contract").
- (b) As part of the Contract, the Contractor, as Processor, is processing personal data on behalf of the Assessors (as outlined in Appendix 1), as Data Controllers.
- (c) The Data Protection Legislation (as hereinafter defined) requires such processing to be regulated by a written contract.

WITH EFFECT FROM 25 MAY 2018, THE ASSESSORS AND THE CONTRACTOR AGREE TO ENTER INTO A DATA PROCESSING AGREEMENT AS FOLLOWS:-

1. DEFINITIONS

- 1.1 In construing this Agreement (as defined below) the following expressions shall have the meaning set out opposite:

"Agreement" means this data processing agreement;

"Data Protection Legislation" means any applicable law relating to the processing, privacy and use of Personal Data applicable to the Assessors

and/or the Contractor including in the UK the Regulation of the European Parliament on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the General Data Protection Regulation (2016/279) and/or any corresponding or equivalent national laws or regulations, once in force and applicable and includes any judicial or administrative interpretation of them, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority including the UK Information Commissioner;

“Personal Data”, “Controller”, “Processor”, “processing”, “Data Subject”, and “Supervisory Authority” shall have the meanings ascribed to them by the Data Protection Legislation as in force (and related terms such as “process” shall have corresponding meanings).

2. In respect of any Personal Data which the Contractor processes on behalf of the Assessors, the Contractor hereby warrants –

2.1 That the processing will be subject to reasonable and appropriate technical and organisational measures in relation to the Assessors’ Personal Data i) such that the processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of Data Subjects and ii) so as to ensure a level of security in respect of the Personal Data processed by it appropriate to the harm which might result from any processing (and having regard to the nature of the Personal Data which is to be protected), in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise processed;

2.2 That it will only process such Personal Data solely for the purposes of carrying out the Contract and in accordance with documented instructions from the Assessors and for no other purpose or manner except with the express written consent of the Assessors;

2.3 To obtain the prior written consent of the Assessors in order to transfer the Personal Data to any sub-contractors for processing and, if written consent is granted, ensure that the sub-contractors are made aware of its obligations in terms of this Agreement and require that they enter into a similar written contract with the Contractor;

2.4 To notify the Assessors immediately and within 48 hours of becoming aware of any breach of the Data Protection Legislation including, but not limited to, an actual, potential or attempted breach and to provide all reasonable assistance to the Assessors in relation to this matter;

2.5 To ensure that:

2.5.1 all staff who are involved in processing Personal Data on behalf of the Assessors receive the appropriate training in Data Protection Legislation and procedures relating thereto and the Contractor keeps appropriate records of such training received by staff and contents of all courses;

2.5.2 no other agents or employees of the Contractor are given access to the Assessor’s Personal Data;

2.5.3 all staff who fall within clause 2.5.1 are informed of the confidential nature of the Assessors' Personal Data and comply with the obligations set out in this clause and are bound by appropriate obligations of confidentiality;
2.5.4 none of their personnel publish, disclose or divulge whether directly or indirectly any of the Assessors' Personal Data to any third party unless directed to do so in writing by the relevant Assessors;

- 2.6 To provide a written description of the technical and organisation methods employed by them for processing Personal Data (within the reasonable timescales required by the Assessors);
 - 2.7 To provide reasonable assistance, information and co-operation to the Assessors in complying with its obligations relating to data security, breach notifications, data protection impact assessments and related prior consultation procedures taking into account the nature of processing and the information available to the Contractor;
 - 2.8 To not transfer or disclose any of the Assessors' Personal Data outside the European Economic Area or to an international organisation without the express prior written consent of the Assessors, unless required to do so by Union or Member State law to which the Contractor is subject; in such a case, the Contractor shall inform the Assessors of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - 2.9 To notify the Assessors within five business days (and assist the Assessors in relation to these matters) if it receives a request from a Data Subject to have access to that person's Personal Data or a complaint or other request relating to the Assessors' obligations under the Data Protection Legislation;
 - 2.10 Immediately inform the Assessors if, in the Contractor's opinion, a documented instruction from the Assessors infringes the Data Protection Legislation.
3. Personal Data which the Contractor processes on behalf of the Assessors will at all times remain the property of the relevant Assessor.
 4. The Assessors may, subject to giving reasonable prior notice and ensuring the minimal disruption to the Contractor's business, undertake an audit of the Contractor's data processing facilities, procedures and policies in order to ascertain compliance with the terms of this Agreement.
 5. **Review** – The parties hereby agree to review this agreement on the first anniversary of the last date of signing and every 12 months thereafter to ensure the processing arrangements fully comply with the requirements of the Data Protection Legislation.
 6. **Termination** – This contract may be terminated in the following circumstances:
 - 6.1 In the event of the termination of the Contract; or
 - 6.2 Upon the Assessors giving the Contractor eight weeks notice in writing; or
 - 6.3 If the Contractor (enters into liquidation proceedings whether voluntary or compulsory (save for the purpose of amalgamation or reconstruction of the company not involving a realisation of assets) or has a receiver,

administrative receiver or administrator appointed to it or (in either case) enters into an arrangement or composition for the benefit of the Contractor's creditors or suffers any diligence to be done or execution to be levied on the Contractor's goods, then in any of these events the Assessors shall be entitled to immediately terminate the Contract by giving 7 days notice in writing to that effect to the Contractor and that without prejudice to any accrued rights or remedies available to the Assessors under the Contract

6.4 Where either party is in material breach of the Contract, the other party shall give notice in writing of the breach and allow them 30 working days in which to remedy it. Where the breach is not capable of remedy or where the party in breach fails to remedy it, the other party shall be entitled at any time, by notice in writing to terminate this Contract immediately.

7. **Consequences of termination** – The Contractor shall securely delete or return to the Assessors, at the Assessors' written request, all the Assessors' Personal Data in its possession or under its control upon termination of the Contract within such reasonable timescales as may be prescribed by the Assessors and securely delete existing copies unless the Contractor is required by law to retain it (and to only retain it for that specific timeframe and for that purpose). All processing by the Contractor will end except for any processing required by law or which is necessary to bring the contract to an end.

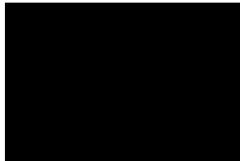
8. **Notices** –

8.1 Notices served on the Contractor must be sent by recorded delivery or registered post to the Contractor's registered office or principal office.

8.2 Notices served on the Assessors must be sent by recorded delivery or registered post to:



Assessor Service



Or to such other contact as the Assessors may intimate to the Contractor from time to time as their Portal Senior Responsible Officer

8.3 Receipt of such Notices shall be deemed to have occurred 2 days following the date of posting.

9. **EFFECTIVE DATE, COUNTERPARTS AND DELIVERY**


9.1 Where executed in counterparts:


9.1.1 this Agreement shall not take effect until all of the counterparts have been delivered to the Assessor for Fife; and


9.1.2 each counterpart will be held as undelivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the Agreed Date") on which the counterparts are to be treated as delivered.


9.1.3 The parties hereto agree that the Agreed Date of the counterpart executed by them shall be as noted below: **IN WITNESS WHEREOF**

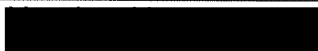
this document consisting of this and the preceding four preceding pages, are executed in counterpart by the parties as undernoted and delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date set below:


Part 1 – Assessors:		
Name	Designation	Address
	Assessor for the Ayrshire Valuation Joint Board	9 Wellington Square, AYR KA7 1HL
Signature:		
Date of signing :		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		


Name	Designation	Address
	Assessor for the Central Scotland Valuation Joint Board	Hillside House Laurelhill Business Park Stirling FK7 9JQ
Signature:		
Date of signing :		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		

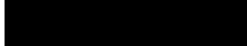
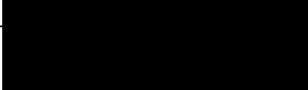
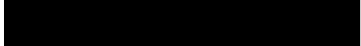


Name	Designation	Address
	Assessor for Dumfries & Galloway Council	Dumfries & Galloway Council Municipal Chambers Buccleuch Street DUMFRIES DG1 2AD
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		


Name	Designation	Address
	Assessor for the Dunbartonshire & Argyll & Bute Valuation Joint Board	235 Dumbarton Road Clydebank G81 4XJ
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		


Name	Designation	Address
	Assessor for Fife Council	Fife Council Fourth Floor, Kingdom House Kingdom Avenue Glenrothes KY7 5LY
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		


Name	Designation	Address
	Assessor for Glasgow City Council	Glasgow City Council City Assessor PO Box 27111 GLASGOW G4 7DP
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		


Name	Designation	Address
	Assessor for Grampian Valuation Joint Board	Woodhill House Westburn Road Aberdeen AB16 5GE
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		


Name	Designation	Address
	Assessor for the Highlands and Western Isles Valuation Joint Board	Moray House 16/18 Bank Street Inverness IV1 1QY
Signature:		
Date of signing:	25/7/2018	
Date of Delivery:	25/7/2018	
Place of Signing:	MORAY HOUSE, INVERNESS	
Witness Signature:		
Witness Name:		
Witness Address:		


Name	Designation	Address
	Assessor for the Lanarkshire Valuation Joint Board	North Stand Cadzow Avenue HAMILTON ML3 0LU
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		

Name	Designation	Address
	Assessor for the Lothian Valuation Joint Board	17A South Gyle Crescent EDINBURGH EH12 9FL
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		

Name	Designation	Address
	Assessor for the Orkney & Shetland Isles Valuation Joint Board	8 Broad Street Kirkwall Orkney KW15 1NX
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		

Name	Designation	Address
	Assessor for the Renfrewshire Valuation Joint Board	The Robertson Centre 16 Glasgow Road Paisley PA1 3QF
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		
Witness Address:		

Name	Designation	Address
	Assessor for Scottish Borders Council	Scottish Borders Council Old School Building Council Headquarters Newtown St Boswells MELROSE, TD6 0SA
Signature:		
Place of Signing:		
Date of Signing:		
Date of Delivery:		
Witness Signature:		
Witness Name:		
Witness Address:		

Name	Designation	Address
	Assessor for the Tayside Valuation Joint Board	William Wallace House Orchardbank Business Park Orchardbank Forfar DD8 1WH
Signature:		
Date of signing:		
Date of Delivery:		
Place of Signing:		
Witness Signature:		
Witness Name:		

Witness Address:	
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Part 2 - Compass Geographics Limited	
Signatory's Name	Signatory's Designation
Signature:	
Date of signing :	
Date of Delivery:	
Place of Signing:	
Witness Signature:	
Witness Name:	
Witness Address:	

Appendix

Description of Data Processing

The data processing activities carried out by the Contractor under this Agreement may be described as follows:

1. Subject matter

To provide project management services to Assessors for the website and application, www.saa.gov.uk

2. Duration

From the inception of the Scottish Assessors Portal website and currently ongoing.

3. Nature and purpose

The data processing is necessary in order to provide Assessors with project management services for the website and application, www.saa.gov.uk.

4. Types of Personal Data

Examples of personal data are: Council Tax Valuation List, Valuation Roll data where the Proprietor, tenant or occupier is an individual or sole trader, information supplied on returns of information or appeals etc.

5. Data subjects

Parties with an interest in the Valuation Roll or the Council Tax Valuation List, Agents and other stakeholders.

6. Outputs

A secure, accessible website and application, www.saa.gov.uk

