



## **Data Sharing Agreement**

**For sharing of data between  
SRUC, Scotland's Rural College  
and  
Jack Spreckley**

## 1. Introduction

This Data Sharing Agreement (DSA) is between:

- SRUC, Scotland's Rural College, Peter Wilson Building, Kings Building, West Mains Road, Edinburgh, EH9 3JG (hereinafter referred to as "SRUC"). ICO reference number SRUC Z7601788
- Jack Spreckley, 88 Swanston Muir, EH10 7HY

For this agreement there will be no sharing of personal data. If this changes a separate Data Sharing agreement will be required to cover the sharing of any personal data.

The sharing of information will only be done when relevant and proportionate. During the course of this agreement, the Parties may provide to each other access to certain, technical, commercial, confidential and proprietary information concerning our respective businesses.

## 2. Purpose(s) of the data sharing

### 2.1 Purpose(s)

#### 1. data to be shared

SRUC will share multiple Excel files of data collected as part of the long-running Langhill Dairy cow improvement study. Data will be from one system (i.e 2013-2016) and will include feed intake, water intake, body condition score, locomotion score, milk yield, milk quality, milking routine (timings, speed, stall), animal data (eartag number, freeze brand, genetic line, lactation number, calving records, dam records, activity, lying times), weather data.

The Excel files will be shared One Drive folder. Students will need physical access to the data to allow them to use it in their machine learning algorithms.

Each student will receive the same data.

The data will be used to create a computer learning algorithm as part of each student's MSc dissertation. The algorithm creation and results will be written up into the dissertation.

### 2.2 Limitations on use

- This agreement allows the student to use the provided data only for work related to the purpose above.
- Access to data is limited to the named student above requiring access for the purpose.

### 2.3 Further disclosure

None

### 2.4 Frequency of transfer

The data will be transferred once.

### 2.5 Access restrictions

- The data shall not be accessed, stored or processed outside of the United Kingdom or Ireland.
- Within SRUC, the data will be transferred securely via a one Drive folder.

### **3. Basis for sharing**

#### **3.1 Lawful basis for processing**

Sharing of the data is in compliance with Article 8 of the Human Rights Act 1998 (HRA) requirements to protect privacy, family life and communication. No personal data involved in this transfer.

### **4. Information assurance & security**

#### **4.1 Physical security**

Both Parties must ensure that they have adequate mechanisms in place to deal with physical security of the information.

#### **4.2 Technical security**

Data will be stored on a personal computer.

There are no personal data involved to transfer or process.

#### **4.3 Management of a security incident**

All known or suspected breaches of security in relation to information shared or created under this agreement - such as misuse or abuse of the system, misuse or abuse of information, loss of data, unauthorised processing of data, unauthorised disclosure of information, malicious software attack, denial of service attack - are to be reported to your SRUC supervisor who will report incident to SRUC Information Services.

Relevant Parties should be provided with a full report of the circumstances and, if relevant the data affected, along with sufficient details to enable them to retain assurance in the confidentiality, integrity and availability of information and the processes supporting information exchange, and to undertake their own risk assessments.

### **5. Information management**

#### **5.1 Freedom of Information and Environmental Information requests**

- All other FOI requests will be handled by SRUC in accordance with the requirements of the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004, which will include consideration of whether any information should be redacted on the basis of applicable or relevant exemptions.

#### **5.2 Subject Access Requests (SAR)**

All SAR requests will be handled by SRUC in accordance with the requirement of GDPR/DPA 2018.

### 8.3 Publications

The contributions of SRUC and other appropriate personnel, will be acknowledged in any reports or scientific communications that makes use of data provided. Where appropriate, these personnel will be invited to participate in scientific publications.. Standard text can be supplied by SRUC for this purpose.

Copies of any resulting reports, publications or other communications will be supplied to SRUC for review prior to publication.

No material will be published that reveals, directly or by implication, information relating to identifiable land, business or ownership. Examples of inappropriate disclosure include the following:

- Statistical data or tables showing information relating to fewer than **five** individuals, farm holdings or businesses; or tables from which such information can be deduced;
- Narrative statements which include information about an individual, farm holding or business, whether directly identifiable or not;
- Maps or other graphical information that would allow the identification of any individual farm holdings or the deduction of precise locations of individual farms.

When scientific journals request the publication of raw data then these data will not be published and the appropriate data statement should be included.

## 6. **Privacy notices**

Privacy notices will not be issued under this agreement

## 7. **Retention & deletion**

Destruction of all data must take place within six months of the end of the period covered by this agreement, and be confirmed to the SRUC Supervisor

## 8. **Management of agreement**

### 8.1 Commencement and duration

The agreement will come into force upon signing.

The agreement will remain in force for the duration of the production of published outputs, but will be regularly reviewed and updated when necessary as detailed in 12.2 below.

### 8.2 Closure of agreement

The Agreement will continue for the lifespan of the production of the MSc. Where the Agreement is no longer valid it will terminate by agreement of both Parties. The data will continue to follow the previous data retention rules.

## 9. **Signatories**

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

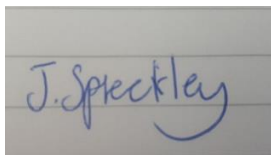
Organisation: SRUC

Name: Dr Michael L Smith

A handwritten signature in blue ink on a light blue background. The signature is cursive and appears to read 'M. L. Smith'.

Signature..... Date ...7<sup>th</sup> July 2020...

Name: Jack Spreckley

A handwritten signature in blue ink on a grey background. The signature is cursive and appears to read 'J. Spreckley'.

Signature..... Date 15<sup>th</sup> October 2021