

This Agreement is dated 16th April 2025

DATA SHARING AGREEMENT

Part One: Data Sharing Details

The Parties agree that this Part One of the Agreement sets out the details of the data sharing initiative which shall be subject to the terms and conditions set out in Part Two of the Agreement

Section 1: The Parties to the Data Sharing Agreement

(1) SCOTTISH WILDLIFE TRUST a company incorporated under the companies Acts in Scotland (registered number SC 040247) and a Scottish registered charity (number SC005792) having its registered office at Harbourside House, 110 Commercial Street, Edinburgh, EH6 6NF (**the Trust**)

(2) [FULL LEGAL ENTITY NAME] _____
a charity/company/other (please specify _____) with registered number [_____]
having its registered office at _____
_____ (Participant)

Each a Party and together the Parties.

Section 2: Initiative

The Riverwoods Initiative led by the Trust with the aim of creating a network of thriving river woodlands and healthy river systems across the whole of Scotland.

Section 3: Aims and benefits of Data Sharing

The Parties consider this data sharing initiative necessary and proportionate to record certain data in order to effectively monitor and deliver the Initiative. The aim of the data sharing initiative is to record individual projects submitted by members of the public or local organisations which will feed into and form part of the Initiative.

It is fair as it will benefit individuals and the natural environment by creating a network of river woodland and healthy river systems throughout Scotland, and not unduly infringe the Data Subjects' fundamental rights and freedoms and interests.

Section 4: Agreed Purpose

The Shared Personal Data shall be used for the following Agreed Purposes:

(a) To view and monitor data provided by individual participants in furtherance of the purposes of the Initiative; and

(b) To assist with putting individuals (who have given their consent) in touch with other agencies who can assist with delivery of individual projects

Section 5: The Personal Data being shared.

The following types of Personal Data shall be shared between the Parties for the purposes of this Initiative:

- (a) Name, address, contact details;
- (b) Job title, organisation, organisation address and organisation operating region; and
- (c) legal boundaries or descriptions of land and property.

Section 6: Frequency of data sharing

The Shared Personal Data shall be shared as required for the purposes of the Initiative.

Section 7: Data handling instructions and access restrictions.

The following rules for handling the Shared Personal Data and limiting access to it shall be observed:

1. Data is only accessible to (and can only be uploaded by) accredited employees of the Parties and as pre-approved by the Trust and provided with a dedicated log in by Trust

Section 8: Data Security

The following data security measures shall be applied:

1. Multi Factor Authentication
2. Compliance with any security policies of each Party or as provided by the Trust

Section 9: Data Retention

The Shared Personal Data shall be retained (a) by the Participant for the Term of this Agreement as specified in Section 13 and (b) by the Trust for the duration of its involvement in the Initiative.

Section 10: Data Minimisation

The following measures shall be taken to ensure the Shared Personal Data is not irrelevant or excessive for the Agreed Purposes:

1. the Shared Personal Data shall not include Data Subjects who have opted-out of the Initiative.
2. the Shared Personal Data shall not include children's data.

Section 11: Policies and Procedures

The following policies/procedures shall apply to the Initiative:

- Acceptable Use Policy

Section 12: SPoCs

Single point of contact for Scottish Wildlife Trust: Name Riverwoods Project Manager Contact riverwoods@scottishwildlifetrust.org.uk	Single Point of Contact for []: Name[] Contact []
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Section 13: Term

This Agreement shall commence on the date specified at the start of this Agreement and shall remain in full force and effect so long as either Party retains any Shared Personal Data or as otherwise terminated in terms of clause 11.2, 11.6 or 11.7.

Part One of this Agreement together with Part Two: Terms & Conditions (attached) of this Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof to the exclusion of any other terms that the Participant seeks or may seek to impose or incorporate regarding such subject matter. Terms used in the Part Two: Terms and Conditions (attached) shall have the same meaning herein.

Agreed and accepted for and on behalf of Scottish Wildlife Trust

.....
Individual/ Director/Authorised Signatory Date

Agreed and accepted for and on behalf of []

.....
Individual/ Director/Authorised Signatory Date

Part Two: Terms and Conditions

- (A) The Trust is managing the Initiative and has agreed to share the Personal Data with a number of data receivers. The Trust wants to assume the Data Receiver as a data receiver for the benefit of the Initiative and both Parties agree to share the Personal Data with each other on the terms set out in the Agreement.
- (B) The Parties agree to use the Shared Personal Data within the UK and EEA on the terms set out in this Agreement.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreed Purpose: has the meaning given to it in Section 4 of Part One of this Agreement.

Agreement: this agreement consisting of Part One and Part Two.

Business Day: a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business.

Commencement Date: has the meaning given at the beginning of the Agreement.

Data Discloser: the party who discloses Personal Data to the Data Receiver in terms of this Agreement.

Data Receiver: the party who receives Personal Data from the Data Discloser in terms of this Agreement.

Data Sharing Code: the Information Commissioner's statutory data sharing code of practice which came into force on 5 October 2021, as updated or amended from time to time.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Part One: Part One of this Agreement attached to and forming part of this Agreement

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Initiative: the initiative described in Section 2 of Part One of this Agreement.

Shared Personal Data: the Personal Data to be shared between the Parties described in Section 5 of Part One of this Agreement.

Subject Rights Request: the exercise by a data subject of their rights under the Data Protection Legislation.

Supervisory Authority: the relevant supervisory authority in the territories where the Parties to this Agreement are established (other than the Information Commissioner).

Term: the term of this Agreement as specified in Section 13 of Part One of this Agreement.

- 1.2 **Controller, Processor, Information Commissioner, Data Subject and Personal Data, Processing and appropriate technical and organisational** measures shall have the meanings given to them in the Data Protection Legislation.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to a legislation or legislative provision shall include all subordinate legislation made [from time to time under that legislation or legislative provision.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules, the provision in the body of this Agreement shall take precedence.
- 1.11 A reference to **writing** or **written** includes email.
- 1.12 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

2. Purpose

- 2.1 This Agreement sets out the framework for the sharing of Personal Data when one Controller (the Data Discloser) discloses Personal Data to another Controller (the Data Receiver). It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties acknowledge that there will be a number of Controllers involved in the Initiative and that Shared Personal Data shall be disclosed to and received by those Controllers who enter into an agreement on the same terms as this Agreement. The Trust will only enter into another data sharing agreement with an additional Controller where the controller has committed to contribute to the Initiative and its aims are in line with the aims of the Initiative.
- 2.2 The Parties consider this data sharing initiative necessary and proportionate to record certain data in order to effectively monitor and deliver the Initiative. The aim of the data sharing initiative is set out in Section 3 of Part One of this Agreement. The Parties agree to only process Shared Personal Data for the purposes set out in Section 3 of Part One to this Agreement. The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in Section 3 of Part One to this Agreement.
- 2.3 Each Party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data sharing and to improve actively the effectiveness of the data sharing initiative. The SPoCs for the Parties are detailed in Section 12 of Part One to this Agreement.

3. Compliance with national data protection laws

- 3.1 Each Party must ensure compliance with applicable Data Protection Legislation at all times during the Term of this Agreement.

4. Shared Personal Data

- 4.1 The types of Shared Personal Data are set out in Section 5 of Part One to this Agreement:
- 4.2 The Parties shall handle the Shared Personal Data in accordance with the data handling instructions specified in Section 7 to Part One of this Agreement.
- 4.3 The frequency at which the Shared Personal Data is intended to be shared is specified in Section 6 to Part One of this Agreement.
- 4.4 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes and any measures set out in Section 10 of Part One of this Agreement shall be observed by the Parties.

5. Lawful, fair and transparent processing

- 5.1 Each Party shall ensure that it Processes the Shared Personal Data fairly and lawfully in accordance with clause 5.2 during the Term of this Agreement.

- 5.2 Each Party shall ensure that it has legitimate grounds under the Data Protection Legislation for the Processing of Shared Personal Data.
- 5.3 Each Party shall, in respect of the Shared Personal Data, ensure that its privacy notices are clear, fully comply with Article 13 of the UK GDPR, and provide sufficient information to the Data Subjects to enable them to understand what of their Personal Data the Data Discloser is sharing with the Data Receivers, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Data Receiver or a description of the type of organisation that will receive their Personal Data.
- 5.4 Each Party undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data and provide all of the information that it must provide, in accordance with the Data Protection Legislation, to ensure that the Data Subjects understand how their Personal Data will be processed by the Data Receiver together with all other matters required by the Data Protection Legislation.

6. Data subjects' rights

- 6.1 The SPoC for each Party is responsible for maintaining a record of Subject Rights Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 6.2 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with Subject Rights Requests within the time limits imposed by the Data Protection Legislation.

7. Data retention and deletion

- 7.1 Each Party shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.
- 7.2 Notwithstanding clause 7.1, Parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.
- 7.3 The Parties undertake that any Shared Personal Data is either returned to the Data Discloser or securely destroyed or they otherwise stop processing or using the Shared Personal Data at the end of the Data Retention periods specified in Section 9 of Part One of this Agreement (unless otherwise required to be retained in terms of clause 7.2).

8. Transfers

- 8.1 For the purposes of this clause, transfers of Shared Personal Data shall mean any sharing of Shared Personal Data by either Party with a third party, which shall only be permitted in the following circumstances:
- (a) by either Party subcontracting the processing of Shared Personal Data;

- (b) by the Trust granting a third party Controller access to the Shared Personal Data in terms of this Agreement.

8.2 If either Party appoints a third party Processor to Process the Shared Personal Data it shall comply with the relevant provisions of the Data Protection Legislation and shall remain liable to the other Party for the acts and/or omissions of the Processor.

8.3 The Parties may not transfer Shared Personal Data to a third party located outside the UK or EEA unless it;

- (a) complies with the provisions of the Data Protection Legislation in the event the third party is a joint controller; and
- (b) ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferee otherwise complies with the Data Receiver's obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any Shared Personal Data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

9. Security and training

9.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods as agreed and set out in Section 8 of Part One of this Agreement.

9.2 The Parties undertake to have in place throughout the Term of this Agreement appropriate technical and organisational security measures to:

- (a) prevent:
 - (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
- (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected.

9.3 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with their technical and organisational security measures together with any other applicable Data Protection Legislation and guidance.

9.4 The Parties shall observe the data access restrictions specified in Section 7 to Part One of this Agreement

10. Personal data breaches and reporting procedures

- 10.1 The Parties shall each comply with its obligation to report a Personal Data Breach to the Information Commissioner or appropriate Supervisory Authority and (where applicable) Data Subjects under the Data Protection Legislation and shall each inform the other Party of any Personal Data Breach irrespective of whether there is a requirement to notify the Information Commissioner or any Supervisory Authority or Data Subject(s).
- 10.2 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

11. Review and termination of this Agreement

- 11.1 The Trust, at its sole discretion, may enter into an agreement on the same terms as this Agreement with any additional data receiver that wishes to be part of this data sharing initiative.
- 11.2 The Parties shall review the effectiveness of this data sharing initiative at such time intervals as may be agreed between the Parties, having consideration to the aims and purposes set out in Section 3 and Section 4 of Part One to this Agreement. The Parties shall continue, amend or terminate the Agreement depending on the outcome of this review.
- 11.3 The review of the effectiveness of the data sharing initiative will involve:
- (a) assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed in Section 4 of Part One of this Agreement;
 - (b) assessing whether the Shared Personal Data is still as listed in Section 5 of Part One of this Agreement;
 - (c) assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
 - (d) assessing whether Personal Data Breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.
- 11.4 Each Party reserves its rights to inspect the other Party's arrangements for the Processing of Shared Personal Data and to terminate its involvement in this Agreement where it considers that the other Party is not Processing the Shared Personal Data in accordance with this Agreement.
- 11.5 The Parties may at any time propose variations to the Agreement which they reasonably consider necessary to address the requirements of any Data Protection Legislation. If a Party notifies the other Party of a proposed variation, the Parties shall promptly discuss the proposed variations or any alternative variations they may put forward and shall continue, amend or terminate the Agreement depending on the outcome of the discussions.
- 11.6 At the end of the Trust's involvement in the Initiative the Trust shall be entitled to terminate this Agreement on giving to the Participant no less than 30 days written notice.

11.7 Without limiting its other rights or remedies, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that Party being notified in writing to do so.

12. Resolution of disputes with data subjects or the Supervisory Authority

12.1 In the event of a dispute, complaint or claim brought by a Data Subject or the Information Commissioner or a Supervisory Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.

12.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Information Commissioner or by a Supervisory Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

12.3 Each Party shall abide by a decision of a competent court of the Data Discloser's country of establishment or of the Information Commissioner or a Supervisory Authority.

13. Warranties

13.1 Each Party warrants and undertakes that it will:

- (a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its Personal Data processing operations.
- (b) Respond within a reasonable time and as far as reasonably possible to enquiries from the Information Commissioner or relevant Supervisory Authority in relation to the Shared Personal Data.
- (c) Respond to Subject Rights Requests in accordance with the Data Protection Legislation, including where necessary (i) advising the other Party of any step(s) it should reasonably take in this regard; and (ii) where the legitimate ground relied upon is a Data Subject's consent, the timely operation of an effective procedure if such consent is withdrawn.

13.2 The Parties warrant and undertake that they are entitled to provide the Shared Personal Data and will ensure that the Shared Personal Data is accurate.

13.3 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the greatest extent permitted by law.

14. Indemnity

14.1 The Parties undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any

of the provisions of this Agreement, except to the extent that any such liability is excluded under clause 16.2.

14.2 Indemnification hereunder is contingent upon:

- (a) the Party to be indemnified (the **indemnified party**) promptly notifying the other Party (the **indemnifying party**) of a claim,
- (b) the indemnifying party having sole control of the defence and settlement of any such claim, and
- (c) the indemnified party providing reasonable co-operation and assistance to the indemnifying party in defence of such claim.

15. Allocation of cost

Each Party shall perform its obligations under this Agreement at its own cost.

16. Limitation of liability

16.1 Neither Party excludes or limits liability to the other Party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter for which it would be unlawful for the Parties to exclude liability.

16.2 Subject to clause 16.1, neither 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:

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

16.3 Clause 16.2 shall not prevent claims, for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 16.2(a); or
- (b) tangible property or physical damage.

17. Third party rights

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of the Agreement.

18. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

19. Waiver

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. Severance

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

20.2 If any provision or part-provision of this Agreement is deemed deleted under clause 20.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. .No partnership or agency

21.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

21.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Transfer of Initiative

- 22.1 The Trust may at any time assign or transfer the Initiative and all Shared Personal Data to a suitable third party who the Trust have assessed as capable of delivering and managing the Initiative ("Transferee"). In the event the Trust transfers the Initiative to such Transferee:
- (a) The Trust shall notify the Participant of the transfer;
 - (b) the Participant shall provide all reasonable and necessary assistance to the Trust and the Transferee to ensure a safe and secure transfer of the Shared Personal Data in accordance with the Trust's (or the Transferee's) reasonable instructions and in compliance with the Data Protection Legislation applicable at that time; and
 - (c) The Trust may freely assign all of its rights and obligations under this Agreement to the Transferee.
- 22.2 The Participant shall not assign, transfer, charge, subcontract, or deal in any other manner with any of its rights and/or obligations under this Agreement without the prior written consent of the Trust.

23. Entire agreement

- 23.1 This Part One and Part Two of the Agreement constitutes the entire agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to such subject matter.
- 23.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

24. Force majeure

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, the Party not affected may terminate its involvement this Agreement by giving 30 days' written notice to the affected Party.

25. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

26. Notice

26.1 Any notice given to a Party under or in connection with this Agreement shall be in writing, addressed to the SPoCs and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the SPoC.

26.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 25.2(c) business hours means 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

26.3 This clause 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

27. Governing law

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 law of Scotland.

28. Jurisdiction

Each Party irrevocably agrees that the courts of Scotland 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.