

# **Service Level Agreement Between The Secretary Of State For Work And Pensions and Scottish Ministers in Respect of Funeral Support Payment**

**October 2023**

<b>Key personnel</b>	<b>Name</b>	<b>Role</b>
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## 1. Parties

- 1.1 This Service Level Agreement (hereafter referred to as 'this Agreement') is entered into between the Secretary of State for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA and the Scottish Ministers of, St Andrew's House, Regent Road, Edinburgh EH1 3DG acting in some instances through Social Security Scotland.
- 1.2 References to the Scottish Government (SG), the Scottish Ministers or Social Security Scotland will, as appropriate, be read as also including reference to each of the other entities.
- 1.3 References to Secretary of State for Work and Pensions shall be read as including reference to the Department for Work and Pensions (DWP), as appropriate, and vice versa.

## 2. Scope and Principles

- 2.1 This Agreement sets out the provisions of the relationship between Scottish Ministers and DWP in relation to Funeral Support Payment (FSP), formerly known as Funeral Expense Assistance (FEA), and 'the Services' DWP will provide to support this. The Services are described in **Annexes 1 to 10(a)**.
- 2.2 Under the associated Data Sharing Agreement, DWP will provide data to enable Social Security Scotland to award Funeral Support Payment to residents in Scotland who meet the qualifying conditions.
- 2.3 DWP and Scottish Ministers shall work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.
- 2.4 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the Services insofar as relevant.
- 2.5 Each Party will act transparently and will work in a practical way in regards to reaching mutual agreement on any issues that may arise.

## 3. Duration

- 3.1 The Initial Agreement commenced in September 2019, on the date on which DWP delivered their Services as outlined in **Annexes 1 to 10(a)**. This Agreement replaces the Initial Agreement. It shall commence on the date this Agreement is signed. Subject to termination by either Party, it shall remain in force for an indefinite period. This Agreement is subject to review by each Party on or before the date twelve (12) months after the signing of this agreement or when deemed appropriate by each Party.
- 3.2 This Agreement may be varied, by mutual written agreement of each Party at any time during the term. Variations to this Agreement will be agreed by each Party and no work will be undertaken until principles for funding the work are agreed.

- 3.3 For the avoidance of doubt, any variations agreed between the Parties must be put forward in writing and shall form an amendment to this Agreement.
- 3.4 In the event of DWP or Scottish Ministers choosing to terminate this Agreement, DWP and Scottish Ministers shall prepare and agree an appropriate exit plan for the termination of the Services which will seek to ensure no impact on the delivery of FSP.
- 3.5 Each Party will provide twelve (12) months' notice of termination in writing.

#### 4. Derivation

- 4.1 This Agreement forms an annex to the 'Memorandum of Understanding (MoU) between Scottish Ministers (SM) and Secretary of State for Work and Pensions (SSWP) on joint working arrangements covering the implementation of devolved provisions in the Scotland Act 2016 relating to Social Security and Employment Support Services in Scotland', and is to be read in conjunction with the following documents, and any subsequent arrangements which are agreed and support this Agreement, insofar as they are not replaced or terminated in the future:

Document	Version/Date
Concordat between the Department for Work and Pensions and the Scottish Government	March 2020
Memorandum of Understanding and Supplementary Agreements on Devolution between the United Kingdom Government, the Scottish Ministers, the Welsh Ministers and the Northern Ireland Executive Committee <b>(MoU on Devolution)</b>	October 2013
<ul style="list-style-type: none"> <li>Memorandum of Understanding (MoU) between Scottish Ministers (SM) and Secretary of State for Work and Pensions (SSWP) on joint working arrangements covering the implementation of devolved provisions in the Scotland Act 2016 relating to Social Security and Employment Support Services in Scotland <b>(the 'SM/SSWP Single MoU')</b></li> </ul> <p><b>[Redacted]</b></p>	January 2023
Memorandum of Understanding Between The Secretary of State for Work and Pensions and The Scottish Ministers acting through the Scottish Government and on behalf of Social Security Scotland in relation to benefit accounting and reconciliation services provided to the Scottish Ministers	March 2020
The agreement between the Scottish Government and the United Kingdom Government on the Scottish Government's fiscal framework	August 2023

Scottish Devolution: A Framework for Audit and Accountability	March 2019
Scottish Devolution: Financial Arrangements for Formal Agreements between Department for Work and Pensions and Scottish Ministers	August 2022
Initial Service Level Agreement (Inc variations of that agreement agreed from time to time) between Department for Work and Pensions and the Scottish Ministers in respect of Funeral Support Payment V1.0 (the ' <b>Initial Agreement</b> ')	September 2019
DWP and SG Joint Communications Framework	August 2021
<b>[Redacted]</b>	<b>[Redacted]</b>
Financial Services Category Memorandum of Understanding Between Department for Work and Pensions and Scottish Ministers	March 2023

## 5. Revision to this Agreement

- 5.1 DWP agrees to inform Scottish Ministers as soon as reasonably practicable in advance of any potential changes that may impact on or require changes to the Services.
- 5.2 Each Party would need to agree whether a revision to this Agreement is required. Subject to Paragraph 3.2 and 3.3 above.
- 5.3 Any mutually agreed minor changes or amendments to this Agreement will be dealt with through normal means of communications, by the single point of contacts (SPoCs).

SPoCs for each Party are as follows:

SG SPoC	DWP SPoC
<b>[Redacted]</b>	<b>[Redacted]</b>

- 5.4 Where more significant change is required, the SPoCs will apply the appropriate Business as Usual (BAU) change control processes. Where the change is agreed, it will be incorporated into this Agreement as an amendment following any review as detailed in 3.2 and 3.3 above.

## 6. Disputes

- 6.1 Each Party to this Agreement will notify the other of any concerns or complaints regarding any matter covered by this Agreement. Wherever possible, these issues will be resolved by the process of consultation set out in the 'SM/SSWP Single MoU', as referenced, in Section 4 (Derivation) of this Agreement. In the event of a formal escalation of an issue, the process for dispute resolution is outlined in Section 6 of the 'SM/SSWP Single MoU'.

## 7. Roles and Responsibilities

- 7.1 Scottish Ministers will, as set out in this Agreement:
  - 7.1.1 Be responsible for payment to DWP for 'the Services' in accordance with Paragraph 15 (Financial Arrangements).
  - 7.1.2 Inform DWP as soon as reasonably practicable if they become aware of any deficiency in the quality of the Services delivered under this Agreement and seek to agree steps to resolve such issues.
  - 7.1.3 Work in partnership with DWP in respect of any potential changes to the delivery of Funeral Support Payment as these may impact on the services.
  - 7.1.4 Be responsible for the effective identification and management of risks arising from the delivery of the Services.
- 7.2 For the avoidance of doubt, each Party acknowledges that Scottish Ministers shall at all times retain the responsibility for Funeral Support payment and its delivery.
- 7.3 DWP will, as set out in this Agreement:
  - 7.3.1 Deliver the Services in accordance with this Agreement.
  - 7.3.2 Work in partnership with Scottish Ministers in respect of any potential impacts and changes that may affect or require changes to the Services.
  - 7.3.3 Inform Scottish Ministers as soon as reasonably practicable if they become aware of any deficiency in the quality of the Services delivered under this Agreement and take steps to resolve such issues.
  - 7.3.4 Be responsible for the effective identification and management of risks arising from the delivery of the Services.

## 8. Service Delivery Standards

- 8.1 The Services will be delivered in accordance with the Service Delivery Standards set out below.
  - 8.1.1 DWP Agents and Social Security Scotland Client Advisors will accurately signpost callers to the correct organisation as appropriate, as detailed in **Annex 7**.

8.1.2 DWP Agents and Social Security Scotland Client Advisors enquiries will be dealt with through a dedicated telephone line. All incoming and outgoing calls will be recorded by Social Security Scotland.

8.1.3 Social Security Scotland will contact DWP via the dedicated telephone line to:-

8.1.3.1 Confirm the award status for applicant and partner when clerical cases are identified in the **[Redacted]**, as detailed in **Annex 3**.

8.1.3.2 Confirm if the benefit interest relates to a FSP claim or award and the status of the award when Social Fund Interest is identified in **[Redacted]** to avoid duplicate payments, as detailed in **Annex 2**.

8.1.4 DWP will contact Social Security Scotland via the dedicated telephone line to:-

8.1.4.1 Confirm if the interest relates to a FSP claim, as detailed in **Annex 1**.

8.1.4.2 Confirm the award and status of the award when Social Fund Interest is identified in **[Redacted]** to avoid duplicate payments, as detailed in **Annex 1**.

8.1.5 Where a new appointee or a change to appointee is identified, Scottish Ministers and DWP will follow the processes to provide each other with relevant information, as detailed in **Annexes 8 to 8(c)**.

SPoCs for each party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.6 The turnaround time for responding to dedicated email enquiries relating to appointees will be as soon as reasonably practicable and within 5 working days, as detailed in **Annexes 8 to 8(c)**

8.1.7 Where a request for a Global Unique Identifier (GUID) is identified, Scottish Ministers and DWP will follow the process to provide each other with relevant information, as detailed in **Annex 9**.

SPoCs for each party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inboxes</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.8 Scottish Ministers and DWP will confirm with the other Party the



**[Redacted]** associated with **[Redacted]** cases, as detailed in **Annex 10** and **Annex 10(a)**.

8.1.9 The turnaround time for responding to dedicated email enquiries relating to **[Redacted]** will be 2 working days, as detailed in **Annex 10(a)**.

SPoCs for each Party are as follows:

<b>Social Security Scotland Inbox</b>	<b>DWP Inbox</b>
<b>[Redacted]</b>	<b>[Redacted]</b>

8.1.10 The agent-to-agent email service will be available from 8.00 am to 6.00 pm Monday to Friday excluding Public and Privilege holidays.

8.1.11 DWP will respond to Social Security Scotland within 24 hours for any **[Redacted]** and will be dealt with by Social Security Scotland dedicated officers.

8.1.12 DWP will undertake a warm handover from DWP Bereavement Service Agent to Social Security Scotland Client Advisor via a dedicated telephone number if the caller is a Scottish Resident and wants help with Funeral Support Payment, as detailed in **Annexes 4 to 7**.

8.1.13 When it is not possible to undertake a warm handover the DWP Bereavement Service Agent will forward caller details to Social Security Scotland via secure email **[Redacted]** DWP Bereavement Service Agent will advise the caller to expect a call back within 3 hours or if after 18:00 the 3 hour turnaround time would be 10:00 the following working day. In advance of the handover, the caller will be informed that they can contact Social Security Scotland on 0800 1882 222 or can claim FSP online at [mygov.scot](http://mygov.scot), as detailed in **Annex 5**.

8.1.14 All misdirected post (including clerical claims) received in error will be forwarded to an agreed address within 24 hours or as soon as reasonably practicable.

<b>Social security Scotland Redirected Post</b>	<b>DWP Redirected Post</b>
Funeral Support Payment PO box 10311 Dundee DD1 9GH	Freepost DWP Funeral Payments

8.2 Escalation will be between SPoCs at team management level, between Social Security Scotland and DWP operational teams in appropriate cases including, but not limited to:

- 8.2.1 Where Service Delivery Standards have not been met.
- 8.2.2 Where there are cases when the normal Service Delivery Standards would have an unacceptable impact on the client.
- 8.2.3 When Social Security Scotland business continuity plans are invoked which would result in a higher than anticipated number of enquiries to DWP.

SPoCs for each Party are as follows:

<b>SG Escalation SPoC</b>	<b>DWP Escalation SPoC</b>
[Redacted]	[Redacted]

## 9. Fraud

- 9.1 Fraud processes are being developed in a test and learn environment and are under continuous review by DWP and Social Security Scotland. Each Party should refer to their operational guidance for current processes.
- 9.2 The agreed method to transfer will be as detailed in the associated Data Sharing Agreement. There will be no transfer of referrals that cannot be conducted by email.
- 9.3 As soon as each Party identifies a fraud interest affecting the other Party, all necessary information shall be sent over as soon as reasonably practicable.
- 9.4 DWP Referrals will be in the form of Word documents which will be transferred by email:

<b>DWP transfer to Social Security Scotland</b>
[Redacted]

- 9.5 Social Security Scotland will provide an intelligence report to DWP which will be transferred by email:

<b>Social Security Scotland transfer to DWP</b>
[Redacted]

## 10. Management Review

- 10.1 Each Party will act transparently and work in a practical way in the spirit of co-operation, trust, respect and confidentiality in regards to any issues that may arise. In general, the working arrangements covered by this Agreement should be reviewed at least every twelve (12) months during the period this Agreement is in place. This may involve meetings between each Party at a working level.

## **11. Evaluation**

- 11.1 Each Party agrees that no personal data will be shared for the purposes of evaluation.
- 11.2 Scottish Ministers will be wholly responsible for the evaluation of Funeral Support Payment. Each Party will work together to ensure the agreed service standards are delivered.

## **12. Complaints**

- 12.1 Each Party will follow their defined Business As Usual (BAU) Customer /Client complaints procedures.

## **13. Service Design and Delivery**

- 13.1 It is understood by each Party that the design of the Services will evolve. Each Party agrees to inform the other as soon as reasonably practicable of any changes with its own legislation relating to FSP that may impact on or require changes to the delivery of FSP or the Services.
- 13.2 Scottish Ministers will deliver FSP while seeking continuous improvement in delivery as part of BAU processes. Each Party will work to ensure cost-effective delivery; subject to the overarching financial arrangements as described in the 'Scottish Devolution: Financial Arrangements for Formal Agreements between Department for Work and Pensions and Scottish Ministers' as referenced, in Section 4 (Derivation) of this Agreement.

## **14. Communications**

- 14.1 Communications in relation to FSP will be as in the agreed document 'DWP and SG Joint Communications Framework' as referenced, in Section 4 (Derivation) of this Agreement.

## **15. Financial Arrangements**

- 15.1 DWP will recharge Scottish Ministers agreed costs associated with the delivery of the Services. The agreed financial arrangements and costs are contained in the 'Scottish Devolution: Financial Arrangements for Formal Agreements between Department for Work and Pensions and Scottish Ministers' as referenced, in Section 4 (Derivation) of this Agreement.

## **16. Audit Arrangements**

- 16.1 DWP and Scottish Ministers will abide by the principles of audit and accountability as set out in the document 'Scottish Devolution: A

Framework for Audit and Accountability’ as referenced, in Section 4 (Derivation) of this Agreement.

- 16.2 DWP and Scottish Ministers remain subject to their overall existing accountabilities to, respectively, the UK and Scottish Parliaments, and their associated audit bodies.
- 16.3 DWP and Scottish Ministers will abide by the principles in ‘The Agreement between the Scottish Government and the United Kingdom Government on the Scottish Government fiscal framework’ as referenced, in Section 4 (Derivation) of this Agreement: Paragraph 29 which states that ‘All costs incurred by the UK Government where the Scottish Government is expected to meet the cost will be subject to audit.

### **17. Data Processing**

- 17.1 Further details of the data controller, and roles and responsibilities of Scottish Ministers and DWP in relation to the sharing of personal data, are set out in the associated Data Sharing Agreement.

### **18. Freedom of Information Requests, Parliamentary Questions, Ministerial Correspondence and ‘Treat Official’ Correspondence**

- 18.1 Each Party is to follow existing processes and obligations for requests to that Party, and having regard to the ‘MoU on Devolution’ as well as the ‘Concordat between the Department for Work and Pensions and the Scottish Government’ as referenced, in Section 4 (Derivation) of this Agreement.
- 18.2 Each Party will assist and cooperate with each other where appropriate to enable each to meet its obligations.
- 18.3 This agreement does not supersede any legal obligations under the Freedom of Information Act 2000 (FoIA) and the Freedom of Information (Scotland) Act 2002 (Fol(S)A).

SG FOI(S)A contact	DWP FOI Contact
<a href="mailto:Fol@gov.scot">Fol@gov.scot</a>	<a href="mailto:Freedom-of-information-request@dpw.gov.uk">Freedom-of-information-request@dpw.gov.uk</a>

### **19. Data Subject Requests**

- 19.1 When either Party receives a right of access request from a data subject requesting copies of data shared by the other Party, they will for any relevant information they hold as an independent data controller and in line with Article 15 of the UK GDPR and ICO’s UK GDPR guidance on the right of access:
  - confirm that they are processing any such personal data;

- provide a copy of the personal data held; and provide other supplementary information as appropriate.
- 19.2 In addition, if it appears the data subject is requesting information held by the other Partner, they will also/at the same time return the request to the sender with details of the correct address (of the other Partner) as soon as reasonably practicable and within regulatory deadlines. The request itself must not be forwarded.
- 19.3 Details on how to make an access request to DWP can be found in the DWP Information Charter – The DWP Personal Information Charter can be found at this link - [DWP Personal Information Charter](#)
- 19.4 Details on how to make an access request to Scottish Ministers can be found in the Social Security Scotland Privacy Notice. The Social Security Scotland Privacy Notice can be found at this link [Social Security Scotland Privacy Notice](#)
- 19.5 Details of the specific data being shared can be found in the associated Data Sharing Agreement.

Address details below:

<b>Social Security Scotland Data Protection Team</b>	<b>DWP Right of Access Request</b>
Data Protection Officer PO Box 10298 Dundee DD1 9FS <a href="mailto:dataprotectionofficer@socialsecurity.gov.scot">dataprotectionofficer@socialsecurity.gov.scot</a>	Right of Access Gateway Team Post Handling Site A Wolverhampton WV98 2EF <b>[Redacted]</b>

## 20. Business Continuity

- 20.1 If DWP or Social Security Scotland business continuity plans are invoked which affect the Services, the Party invoking their business continuity plan will advise the other Party of the issue, impact and resulting action as soon as reasonably practicable. Individual continuity plans are in place in DWP and Social Security Scotland and communication points of contact are in place in respective business continuity teams.

## 21. Technical Capabilities

- 21.1 Each Party will, as soon as reasonably practicable, inform the other Party of any proposed changes to its IT environment that would impact on the delivery of FSP. Each Party will thereafter cooperate with the other to minimise the impact of such changes will have on delivery of FSP and the **[Redacted]**, as referenced in Section 4 (Derivation) of this Agreement.

## 22. Signatories

**Signed: [Redacted]**  
**Print Name: James Wallace**

**Date: 25/08/2023**

A duly authorised officer for and on behalf of the Scottish Ministers

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**Signed: [Redacted]**  
**Print Name: Martin Brown**

**Date: 24/08/2023**

A duly authorised officer for and on behalf of the Secretary of State for the Department for Work and Pensions

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**Signed: [Redacted]**  
**Print Name: Vikki Knight**

**Date: 24/08/23**

A duly authorised officer for and on behalf of the Secretary of State for the Department for Work and Pensions

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**Signed: [Redacted]**  
**Print Name: Margarita Morrison**

**Date: 22/08/2023**

A duly authorised officer for and on behalf of the Secretary of State for the Department for Work and Pensions

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**Signed: [Redacted]**  
**Print Name: Helga Swidenbank**

**Date: 29/08/2023**

A duly authorised officer for and on behalf of the Secretary of State for the Department for Work and Pensions

- Annex 1** – Funeral Expense Payment Process – Telephone Enquiry **[Redacted]**
- Annex 2** – Funeral Expense Payment Process – Telephone Enquiry **[Redacted]**
- Annex 3** – FEP and FSP Customer Journey – Telephone Enquiry **[Redacted]**
- Annex 4** – Bereavement Service Process – Report a Death **[Redacted]**
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- Annex 8(b)** – Process for a notification of a change of Appointee **[Redacted]**
- Annex 8(c)** – Process for a notification of a change of Appointee **[Redacted]**
- Annex 9** – Global Unique Identifier (GUID) **[Redacted]**
- Annex 10** – **[Redacted]**
- Annex 10(a)** – **[Redacted]**

## Annex 11 – Glossary of Terms

The Glossary defines various words, abbreviations and phrases which have specific meanings in the context of this Agreement. Unless otherwise provided or the context otherwise requires, the following expressions have the meanings set out below.

<b>Commencement Date of Funeral Support Payment</b>	The date in 2019 on which delivery of Funeral Support Payment Services commenced
<b>BAU</b>	Business as Usual
<b>[Redacted]</b>	<b>[Redacted]</b>
<b>DPA 2018</b>	Data Protection Act 2018
<b>DWP</b>	Department for Work and Pensions
<b>FOI(A)</b>	Freedom of Information Act 2000
<b>FOI(S)A</b>	Freedom of Information (Scotland) Act 2002
<b>FSP</b>	Funeral Support Payment
<b>GUID</b>	Global Unique Identifier
<b>Resident in Scotland</b>	Ordinarily resident in Scotland or either in the EEA or Switzerland with a genuine and sufficient link to Scotland.
<b>Public &amp; Privilege holiday</b>	All public and privilege dates in England and Scotland including regional specific dates in Social Security Scotland Agency.
<b>Service Delivery Standards</b>	The service delivery standards to be met by DWP for the delivery of the Services as set out at <b>Para 8</b> .
<b>Services</b>	Has the meaning set out in <b>Para 2</b>
<b>SG</b>	Scottish Government
<b>SM/SSWP Single MoU</b>	Memorandum of Understanding between Scottish Ministers and the Secretary of State for Work and Pensions dated January 2023 as amended.
<b>SLA</b>	Service Level Agreement
<b>SM</b>	Scottish Ministers
<b>SPoC</b>	Single Point of Contact
<b>Term</b>	Has the meaning set out in <b>Para 3</b>
<b>UK GDPR</b>	UK General Data Protection Regulations
<b>Warm Handover</b>	Refers to cases where agents do a telephone handover rather than just signposting





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