

This Agreement is dated 15/10/2021

AGREEMENT FOR DATA SHARING

BETWEEN

THE MINISTER FOR HEALTH (IRELAND)

And

**THE REGIONAL AGENCY FOR PUBLIC HEALTH AND SOCIAL WELL-BEING
(KNOWN AS PUBLIC HEALTH AGENCY) NORTHERN IRELAND**

For

**SHARING OF (COVID-19) IE PASSENGER LOCATOR FORM INFORMATION
FOR PURPOSES OF COVID-19 CONTACT TRACING AND PROVISION OF
RELEVANT PUBLIC HEALTH ADVICE AND INFORMATION**

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1. Parties to this Agreement

The Minister for Health (hereafter the “Minister for Health (Ireland)”), which has its principal administrative offices at Minister for Health, Department of Health, Block 1, Miesian Plaza, 50-58 Lower Baggot Street, Dublin 2 D02XW14	The Public Health Agency (Northern Ireland) 4th Floor, 12-22, Linenhall Street, Belfast, BT2 8BS
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- 1.1 The Minister for Health (Ireland) is designated as Controller in relation to Personal Data Processed for the purposes of the Health Act 1947 (Section 31A – Temporary Requirements) (Covid-19 Passenger Locator Form) Regulations 2021 (S.I. No. 45 of 2021) as may be from time to time amended, revised, extended, supplemented, replaced, re-enacted or consolidated (“the Regulations of 2021”).
- 1.2 The Public Health Agency (Northern Ireland) (“the PHA”) was established as the Regional Agency for Public Health & Social Well-being (“the Regional Agency”) under Section 12(1) of the Health and Social Care (Reform) Act (Northern Ireland) 2009 (“2009 Act”). The health protection functions of the PHA, which it exercises on behalf of the Department of Health Northern Ireland (“DoH NI”), are set out in Section 13 of the 2009 Act, and its general powers are listed in Schedule 2 of the 2009 Act. The 2009 Act sets out the PHA health protection functions, including that “the health protection functions are the protection of the community (or any part of the community) against communicable disease in particular by the prevention or control of such disease.” This is a link to the PHA website, which provides more information on the role of the PHA <https://www.publichealth.hscni.net>.
- 1.3 In respect of COVID 19, the PHA operates the contact tracing service to help break the chain of transmission of the COVID 19 virus, as required by the DoH NI, in line with the DOH NI ‘COVID 19 Test, Trace and Protect Strategy: Saving lives by minimising SARS-CoV2 transmission in the community in Northern Ireland’, 27 May 2020.
- 1.4 The PHA health protection function is also governed by the provisions of the Public Health Act (Northern Ireland) 1967 and the Coronavirus Act 2020 and associated Regulations.

2. Introduction

- 2.1 For the purpose of this Agreement for Data Sharing (the “Agreement”), the Minister for Health (Ireland) will be referred to as the Minister for Health (Ireland) and the Public Health Agency (Northern Ireland) will be referred to as the PHA (together they will be referred to as the “Parties” and each a “Party”) with each Party acting as an independent Controller in their own right. Personal Data is being shared solely one way from the Minister for Health (Ireland) to the PHA.
- 2.2 This Agreement constitutes a legally binding and enforceable agreement between the Minister for Health (Ireland) and the PHA.
- 2.3 The Parties agree to comply with the terms of this Agreement in consideration of the payment by each Party to the other of the sum of one euro (€1.00), the receipt and sufficiency of which is acknowledged by each Party.

- 2.4 This Agreement sets out the information sharing arrangement between the Minister for Health (Ireland) and the PHA that governs the exchange of information from the Minister for Health (Ireland) to the PHA. For context, this “information” is defined as a collective set of Personal Data and/or facts that when shared from the Minister for Health (Ireland) to the PHA through this Agreement will support the Parties to deliver their respective organisations’ objectives and/or functions.
- 2.5 The legal basis for the sharing of Personal Data from the Minister of Health (Ireland) to the PHA is set out in Clause 7 of this Agreement.
- 2.6 The Minister for Health (Ireland) is Controller in respect of the IE Passenger Locator Forms collected from International Passengers entering Ireland as detailed in the Regulations of 2021. The Minister for Health (Ireland) Processes that data collected for the purposes as detailed in the Regulations of 2021.
- 2.7 Where an International Passenger selects on an IE Passenger Locator Form that they are transiting to Northern Ireland they are required to provide an address in Northern Ireland as their Place of Residence during the Relevant Period. This Agreement sets out the Data Sharing arrangement for the Minister for Health (Ireland) to share with the PHA the Shared Personal Data (as more particularly described at clause 4.2 of this Agreement) for the Agreed Purposes (as more particularly described at Clause 3.5 of this Agreement).
- 2.8 The PHA undertakes to only Process the Shared Personal Data, which data is necessary for the delivery of the PHA’s functions in Northern Ireland, specifically in its response to the COVID-19 pandemic for the purposes of Contact Tracing and the provision of Relevant Public Health Advice and Information and as more particularly described in Clause 3.5 (“Agreed Purposes”). The Shared Personal Data is the minimum necessary for the achievement of the Agreed Purposes.
- 2.9 The aim of this Agreement is to set clear guidelines to follow when sharing Personal Data and ensure that Personal Data is shared in accordance with Data Protection Legislation. It aims to:
- set out the principles that will govern the sharing of Personal Data from the Minister for Health (Ireland) to the PHA;
 - describe the processes, structures and roles that will support the exchange of Personal Data from the Minister for Health (Ireland) to the PHA;
 - set out the legal responsibilities which apply to disclosure and use of Personal Data, having regard to Data Protection Legislation;
 - describe the Personal Data security procedures necessary to ensure compliance with Data Protection Legislation and any other specific security requirements or supplementary measures required;
 - describe the process for managing Personal Data Breaches; and
 - describe the process for monitoring and reviewing this Agreement.
- 2.10 The Minister for Health (Ireland) is the Controller acting independently in its own right under Data Protection Legislation for the Personal Data collected from IE Passenger Locator Forms and in relation to Personal Data Processed otherwise for the purposes of the Regulations of 2021. When shared with the PHA, the PHA shall be considered the Controller acting independently in its own right under the Data Protection Legislation for that copy of the Shared Personal Data which they have received from the Minister for Health (Ireland).
- 2.11 Each Party is responsible for complying with their obligations as Controllers under the Data Protection Legislation as applicable to that Party and must ensure compliance with applicable Data Protection Legislation at all times during the Term of this Agreement.

- 2.12 The Parties shall co-operate, facilitate and assist each other as may be reasonably requested by the other Party so that each may comply with their respective obligations under Data Protection Legislation.

3. Purpose & Scope

- 3.1 This Agreement is being entered into by the Parties to ensure the sharing of Personal Data to assist the PHA in preventing and limiting the spread of COVID-19 through Contact Tracing and provision of Relevant Public Health Advice and Information necessary for the delivery of the PHA's functions in Northern Ireland, specifically in its response to the COVID-19 pandemic.
- 3.2 The Personal Data shared under this Agreement is being collected in line with the Minister for Health (Ireland) arrangements to respond to the COVID-19 pandemic. These arrangements are also in line with international measures to respond to COVID-19, as articulated by the World Health Organisation ("WHO") and under Articles 23 ('Health measures on arrival and departure'), 44 ('Collaboration and assistance') and 45 ('Treatment of personal data') of the International Health Regulations ("IHR") 2005, including arrangements in Ireland (of particular relevance due to the land border, and the amount of cross-border movement).
- 3.3 The purpose of the collecting and Processing of Personal Data in IE Passenger Locator Forms Regulations of 2021 is governed by the Regulations of 2021 to reduce the risk or the spread of COVID-19.
- 3.4 This assists the reduction/prevention of further transmission of the virus, and for management of clusters. Anonymised Data may also be used by Minister for Health (Ireland) for analysis, for reports and the production of official statistics.
- 3.5 PHA's Agreed Purposes
- 3.5.1 The PHA, in receiving the Shared Personal Data (as more particularly described in Clause 4.2) from the Minister for Health (Ireland) will Process that Shared Personal Data only for the Agreed Purposes of Contact Tracing and provision of Relevant Public Health Advice and Information.
- 3.5.2 COVID-19 is an infectious disease which presents a serious and ongoing threat to public health. If not controlled, it can infect large numbers of people and, depending on other factors, can result in ill-effects ranging from relatively minor symptoms to early death. Contact Tracing is an important way of controlling the spread of Covid-19. It is a public health practice that involves rapidly identifying and tracing individuals who have been in Contact with an infected person. Depending on the nature and duration of the Contact, these contacts may require advice or treatment to prevent the disease from spreading further as well as undertake a period of self-isolation.
- 3.5.3 In addition, the provision of Relevant Public Health Advice and Information will provide advice, information and/or guidance in respect of self-isolation requirements and/or the testing pathway for the purpose of preventing and minimising the risk of transmission of the COVID-19 virus to the wider population.
- 3.5.4 Anonymised Data may also be used by PHA for analysis, for reports and the production of official statistics e.g. contact tracing report, weekly surveillance report, and travel data report.

- 3.5.5 The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this Clause 3.5 (“Agreed Purposes”).

4. Details of data to be shared and data flows

4.1

4.1.1 For the purposes of this Agreement, the Health Service Executive, Ireland (“HSE”) act as Processor on the instruction of the Minister for Health (Ireland) for or in connection with the transfer of Shared Personal Data to the PHA as detailed in this Agreement, as part of which they may undertake to include but not limited to migration, analysis, host, copy and backup activities on the Shared Personal Data which they Process in order to fulfil the transfer of the Shared Personal Data to the PHA as detailed in this Agreement.

4.1.2 The Shared Personal Data as more particularly described at Clause 4.2 will be transferred by the HSE acting as Processor on the instruction of the Minister for Health (Ireland) to the PHA by secure means as outlined in Clause 9. This will be through Citrix ShareFile as a secure file transfer method or such alternative means as may be agreed between the Parties in writing from time to time.

- 4.2 The minimum data necessary for the Agreed Purposes and which will be shared by the Minister for Health (Ireland) to PHA during the Term of this Agreement is:

The following Shared Personal Data from the IE Passenger Locator Forms relating to International Passengers (including where applicable persons under 18 accompanied by a Responsible Adult), where International Passengers have:-

- (i) selected that they are in transit to Northern Ireland on the IE Passenger Locator Form; and/or
 - (ii) provided an address in Northern Ireland as their Place of Residence during the Relevant Period on the IE Passenger Locator Form;
- but shall exclude those International Passengers who have stated a ‘Country of Departure’ including Ireland, England, Wales, Scotland or Northern Ireland.

Passenger Information

- Country code
- Mobile Number
- Passport or National Identity Card number (EU/EEA Country only) ***
- First name
- Last name
- Date of birth
- Email address

How are you arriving?

- By air/By sea

Arriving by Air

- Carrier
- Flight number

- Departure Date
- Country of Departure
- Arrival airport
- Arrival date
- Arrival Time
- Seat Number
- Additional Countries visited in the last 14 days*

Arriving by Sea

- Sailing time
- Ferry company
- Country of departure
- Departure date
- Arrival port
- Arrival date
- Arrival time
- Additional Countries visited in the last 14 days*

Passengers must select whether they are:

- a. Remaining in Ireland/In transit to Northern Ireland/In transit to a connecting flight

If in transit to Northern Ireland:

- Address line 1
- Address line 2
- Address line 3*
- County
- Postcode

Additional information for each child who is accompanied by this Responsible Adult**

- First name
- Last name
- Date of birth

* these are NOT mandatory fields for completion.

** these fields will only be completed in respect of person(s) under 18 accompanying a Responsible Adult. Person(s) more than 12 years of age and less than 18 years of age not accompanied by a Responsible Adult as referred to in the Regulations of 2021 shall complete their own IE Passenger Locator Form.

*** The passport field is mandatory for completion except for UK or Irish residents travelling inside the Common Travel Area (“CTA”). EU/EEA travellers may enter a National Identity Card number. Where a Responsible Adult is including accompanying person(s) under 18 on their IE Passenger Locator Form, only the passport number of the Responsible Adult will be recorded.

The above Shared Personal Data is necessary in order to meet the Agreed Purposes. The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

- 4.3 Personal Data in respect of International Passengers (including where applicable persons under 18 accompanied by a Responsible Adult) will be shared as necessary for the Agreed Purposes.
- 4.4 The sharing of Personal Data by the Minister for Health (Ireland) under this Agreement is considered a necessary and proportionate measure to achieve the substantial public interest of protecting public health.
- 4.5 The Parties shall agree any amendment to the Shared Personal Data in accordance with the process as detailed at clause 14 of this Agreement.

5. Standard Operating Procedure

- 5.1 Please refer to Appendix 1 for the Standard Operating Procedure (“SOP”) for Data Sharing through the HSE as Processor on the instruction of the Minister for Health (Ireland) to the PHA.

6. Compliance with Data Protection Principles

- 6.1 Both Parties will Process Shared Personal Data in line with the Data Protection Principles below;
 - 6.1.1 Lawfulness, fairness and transparency:
 - 6.1.2 Purpose limitation:
 - 6.1.3 Data minimization:
 - 6.1.4 Accuracy:
 - 6.1.5 Storage limitation:
 - 6.1.6 Integrity and confidentiality (security):
 - 6.1.7 Accountability
- 6.2 Whilst the Shared Personal Data will be transferred as it has been declared by the International Passengers, the Minister for Health (Ireland) shall ensure that the Shared Personal Data is accurate, relevant and where necessary kept up-to-date in line with the manner in which it is collected in accordance with Data Protection Legislation prior to sharing with the PHA. In the event that a Party becomes aware of any inaccuracy or other defect in the Shared Personal Data which has been disclosed it will notify the other Party.
- 6.3 Shared Personal Data must be limited to the Personal Data described in this Agreement.
- 6.4 Each Party shall have such valid registrations and/or paid such fees as are required by the ICO, DPC or other Supervisory Authority, as applicable, which, by the time that the Data Sharing is expected to commence, covers the intended Data Sharing pursuant to this Agreement, unless an exemption applies.

7. Legal Basis for Data Sharing

- 7.1 Personal Data is shared by the Minister for Health (Ireland) as Controller acting independently in its own right and Processed by PHA as Controller acting independently in its own right in accordance with Data Protection Legislation.
- 7.2 The legal basis for processing the specified Shared Personal Data under this Agreement relied upon by the respective Parties is Article 6 (1) (e) of EU/UK GDPR (as

- applicable) – ‘the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller’.
- 7.3 For the PHA, the Processing is necessary for the performance of the PHA’s official tasks carried out in the public interest (the official functions of the Public Health Agency are set out in the Health and Social Care (Reform) Act (Northern Ireland) 2009 and as set out and referred to in Clauses 1.2-1.4 of this Agreement) in this case Processing Shared Personal Data for the purpose of discharging its duty to protect the public from infectious diseases, here COVID-19 Contact Tracing and provision of Relevant Public Health Advice and Information.
- 7.4 For Minister for Health (Ireland), the sharing of Personal Data is necessary, having regard to the immediate, exceptional and manifest risk posed to human life and public health by the spread of COVID-19, for the purpose of preventing, limiting, minimising or slowing the spread of COVID-19 (including the spread outside Ireland) or where otherwise necessary, to deal with public health risks arising from the spread of COVID-19, as outlined in the Health (Preservation and Protection and other Emergency Measures in the Public Interest) Act 2020.
- 7.5 Personal Data is also shared by the Minister for Health (Ireland) under the International Health Regulations (“IHR”) 2005, including Articles 23, 44 and 45, which provide the Parties with a basis in international law for collecting, collaborating on and sharing Personal Data for Contact Tracing purposes to Contact Trace close contacts of a person with COVID-19 and the provision of Relevant Public Health Advice and Information.

8. Data Subject Requests and Transparency Obligations

- 8.1 On receipt of a Data Subject Request in respect of the Shared Personal Data, the Party in receipt shall contact the other Party to notify them of receipt of such a request, where appropriate. The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with Data Subject Requests submitted under Data Protection Legislation within the time limits imposed by Data Protection Legislation. Each Party is responsible for processing Data Subject Requests received in accordance with Data Protection Legislation.
- 8.2 The relevant contact for each Party as detailed in Appendix 3 is responsible for maintaining a record of individual Data Subject Requests as to the exercise of Data Subjects’ rights the decisions made and any information that was exchanged. Records must include copies of the Data Subject Request, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. Such records will be retained and stored as per the Parties’ respective information retention and disposal policies.
- 8.3 Both the Minister for Health (Ireland) and the PHA have an established Data Subject Request process to ensure that requests are dealt with promptly and appropriately in accordance with Data Protection Legislation.
- 8.4 The Parties confirm that they have the technical capability and procedures in place to sufficiently comply with all the Data Subject’s rights under the Data Protection Legislation including the technical capability to identify and provide Personal Data should either Party be legally required to do so.
- 8.5 Each Party shall ensure that it Processes the Shared Personal Data fairly and lawfully in accordance with this Clause 8 during the Term of this Agreement.

- 8.6 Each Party shall ensure that it has legitimate grounds under the Data Protection Legislation for the Processing of Shared Personal Data.
- 8.7 The Minister for Health (Ireland) shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will Share their Personal Data, the legal basis for those purposes and such other information as is required by Article 13 of the EU GDPR including:
- (a) where Shared Personal Data will be transferred to a third party, that fact and sufficient information about that transfer and the purpose of that transfer to enable the Data Subject to understand the purpose and risks of that transfer; and
 - (b) Where Shared Personal Data will be transferred outside the EEA, that fact and sufficient information about that transfer, the purpose of that transfer and the safeguards put in place by the Controller to enable the Data Subject to understand the purpose and risks of that transfer.
- For the Minister for Health (Ireland), Data Subjects can access information and service in order to exercise their rights under Data Protection Legislation via the Minister for Health (Ireland) Privacy Notice at <https://www.gov.ie/en/organisation-information/2f7457-department-of-healths-privacy-policy/>
- 8.8 The PHA shall inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will Process their Shared Personal Data, the legal basis for those purposes and such other information as is required by Article 14 of the UK GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about that transfer and the purpose of that transfer to enable the Data Subject to understand the purpose and risks of that transfer. For the PHA, Data Subjects can access information and service in order to exercise their rights under Data Protection Legislation via the PHA Privacy Notice at: <https://www.publichealth.hscni.net/covid-19-coronavirus/testing-and-tracing-covid-19/privacy-information>.
- 8.9 The transparency obligations of the Parties are set out in their respective Privacy Notices referenced above.
- 8.10 If, for any reason, one Party reasonably considers that the Data Sharing under this Agreement is not lawful, fair or transparent, the relevant contact of that first Party as detailed in Appendix 3 shall immediately contact the relevant contact of the other Party as detailed in Appendix 3 to notify them of that concern and consider what action, including suspending any future Data Sharing, needs to be taken.
- 8.11 Each of the Parties has in place a mechanism to effectively handle, in a timely manner, and resolve, complaints from Data Subjects concerning compliance by the relevant Party with the Data Protection Legislation. Where a Data Subject is not satisfied as to the way in which their complaint is dealt with by the relevant Party or Parties, then the Data Subject can seek redress from the Data Protection Commission and/or the Information Commissioner's Office, as applicable.
- 8.12 The Data Subject shall be entitled to all available judicial remedies, including but not limited to compensation for damages (both material and non-material) as a result of any unlawful Processing of the Shared Personal Data and nothing in this Agreement shall limit the rights of the Data Subject to avail of such remedies.

8A Freedom of Information

- 8A.1 The PHA and Minister for Health (Ireland) acknowledge their respective duties under (a) the UK Freedom of Information Act 2000 and the Environmental Information Regulations 2004, and (b) the IE Freedom of Information Act 2014 respectively (together “Information Legislation”) and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties in respect of information in relation to this Agreement.
- 8A.2 Each Party acknowledges that they may be required under the Information Legislation to disclose information without consulting or obtaining consent from the other Party but shall take reasonable steps to notify the other Party and consult with the other Party before making a decision on any request for information made under Information Legislation to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding the foregoing, each Party shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the applicable Information Legislation.

9. Security and Storage of Personal Data

- 9.1 The Minister for Health (Ireland) shall only provide the Shared Personal Data to the PHA by using secure methods as set out in this Agreement.
- 9.2 The Parties undertake to have in place throughout the Term Appropriate Technical and Organisational Measures to:
- (a) prevent unauthorised or unlawful Processing of the Shared Personal Data and the accidental loss or destruction of, or damage to the Shared Personal Data; and
 - (b) ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected.
- 9.3 The level of technical and organisational measures agreed by the Parties as appropriate as at the Commencement Date having regard to the state of technological development and the cost of implementing such measures is set out in this Agreement. The Parties shall keep such security measures under review and shall carry out such updates as deemed appropriate throughout the Term.
- 9.4 The sharing of Shared Personal Data will be by secure means at all times. This will be through Citrix ShareFile as a secure file transfer method, or as might otherwise be agreed by the Parties in writing from time to time.
- 9.5 Measures will be in place to ensure that Shared Personal Data, both manual and electronic, is stored and transported by secure means at all times and only authorised Staff who require access to this data will have access to this Shared Personal Data as part of their duties.
- 9.6 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 Appropriate Technical and Organisational Measures set out in this Agreement and Data Protection Legislation and have entered into confidentiality agreements relating to the processing of Shared Personal Data and ensure they comply with the obligations set out in this Agreement. The level, content and regularity of training referred to in this Clause 9.6 shall be proportionate to the Staff members' role, responsibility and frequency with respect to their handling and Processing of the Shared Personal Data and shall include training in respect of data protection and IT and cyber security.
- 9.7 As a minimum, the following Appropriate Technical and Organisational Measures (“TOM’s”) shall be implemented by each Party:

- 9.7.1 Access controls are in place to manage and protect access to Shared Personal Data.
- 9.7.2 Access to Shared Personal Data stored electronically is controlled by strong unique passwords;
- 9.7.3 All mobile computer devices which are used to Process and/or store Shared Personal Data have strong encryption facilities available which allow for the encryption of the mobile computer device and/or the encryption of the Shared Personal Data at a file or folder level;
- 9.7.4 All computer devices which are used to Process or store Shared Personal Data have real-time protection anti-malware software installed which is updated on a regular basis;
- 9.7.5 All Shared Personal Data which is Processed or stored off-site or within a cloud computing solution by a third party on behalf of a Party is encrypted at rest using strong encryption protocols;
- 9.7.6 All Shared Personal Data transmitted via electronic means outside their organisation is sent via secure channels (for example, VPN, Secure FTP, TLS) or encrypted email using strong encryption protocols;
- 9.7.7 All Shared Personal Data is backed up on a daily regular basis and backup copies of the Shared Personal Data are tested on a frequent basis to ensure the Shared Personal Data can be restored in the event of a hardware or software crash or a cyber-security incident;
- 9.7.8 Appropriate processes are in place which allows each Party to regularly test, assess and evaluate the effectiveness of the TOMs they have implemented within their organisation. The level of security to be applied by the Parties will take into consideration the risks, the state of the art and the related costs. Each Party have documented IG, IT and information security policies which define how the Party's Staff, contractors and third parties are to manage, process and secure Personal Data.

9.8 Citrix ShareFile

The following provisions shall apply in respect of the provision of the Shared Personal Data via the Citrix ShareFile:

- 9.8.1 It is hosted in Amazon Web Services ("AWS"), a secure locked down environment which undergoes regular security reviews, multi factor authentication is required for access to this environment.
- 9.8.2 The source of the information comes from IE Passenger Locator Form ("PLF") database.
- 9.8.3 There is an automated AWS Lambda Function which runs under an identity with access to the PLF database read-only, this reads the data and writes a file to Citrix ShareFile using an API (this is an interface between Citrix ShareFile and the PLF database)
- 9.8.4 The Citrix ShareFile API uses OAUTH2 <https://api.sharefile.com/gettingstarted/oauth2> -for authentication. The API is secured with an API Key and an access control list which will limit the account access to resources in Citrix ShareFile.
- 9.8.5 The Citrix ShareFile user account will be guided by the names provided by the PHA.

- 9.8.6 Data Life-cycling: AWS Lambda Function will delete the Shared Personal Data from Citrix ShareFile directory older than 14 days automatically.
- 9.8.7 Access to Citrix ShareFile will be restricted to identified PHA Staff who will receive the secure link to Citrix ShareFile. Health and Social Care Northern Ireland (“HSC NI”) apply access controls to all individual users to access the HSC NI network and data resources. Once the Shared Personal Data is received into the HSC NI network it will be stored on the HSC NI secure network and restricted to the appropriate Staff.
- 9.8.8 The Citrix ShareFile service is accessible by a designated Staff within the PHA Contact Tracing Service (“CTS”). To gain initial access to the Citrix ShareFile service, a new user is required to successfully complete two factor authentication, this is a two-step process using a mobile phone to provide an extra layer of security for the recipients. Subsequent logins to the Citrix ShareFile service are undertaken with a username and secure password. Staff only have access to the Citrix ShareFile service if they have a role in the use of the information contained there.

10. Retention and disposal

- 10.1 The PHA shall only retain or Process Shared Personal Data for as long as is necessary for the Agreed Purposes and to comply with the requirements of Good Management, Good Records (“GMGR”) or other specific guidance or approvals issued by the DoH NI (GMGR is the DoH NI retention and disposal schedule that all HSC organisations in NI are required to comply with, and can be found at: <https://www.healthni.gov.uk/topics/good-management-good-records>). Shared Personal Data shall be permanently deleted once Processing of the Shared Personal Data is no longer necessary for the Agreed Purposes it was originally shared for or for compliance with the above noted requirements of GMGR or other specific guidance or approvals issued by the DoH NI, save where retention is otherwise required to comply with any statutory or regulatory obligation.
- 10.2 Shared Personal Data is retained and disposed of by the Minister for Health (Ireland) in accordance with the Regulations of 2021.

11. Security incidents or Personal Data Breaches

- 11.1 Security of Shared Personal Data will be managed by each Party in line with their respective policies in respect of Personal Data Breaches; such policies must comply with the requirements of Data Protection Legislation. Any Personal Data Breach involving Shared Personal Data should be reported at the earliest opportunity through the relevant Party’s Personal Data Breach reporting system and to the relevant Party contact in Appendix 3, and investigated in line with the relevant Party’s Personal Data Breach policy.
- 11.2 Examples of Personal Data Breaches may include:
 - accidental loss or damage to the Shared Personal Data;
 - damage or loss of Shared Personal Data by means of malicious software/hacking or cyber security incident;

- deliberate or knowingly disclosing Shared Personal Data to a person not entitled to receive the Shared Personal Data;
 - emailing classified/sensitive information containing Shared Personal Data to personal email accounts;
 - leaving classified/sensitive papers containing Shared Personal Data in an unsecure or publicly accessible area;
 - using social networking sites to publish information containing Shared Personal Data which may bring either Party's organisations into disrepute.
- 11.3 In the event that either Party becomes aware of a Personal Data Breach in respect of the Shared Personal Data, that Party shall comply with its obligation to notify a Personal Data Breach to the appropriate Supervisory Authority, the DPC, or the ICO as required and (where applicable) Data Subjects of the Personal Data Breach in accordance with Articles 33 and 34 of the EU or UK GDPR (as applicable) and shall inform the other Party of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority, ICO or Data Subject(s). The designated points of contact (provided at Appendix 3 of this Agreement) are responsible for notifying the other Party in writing by email of any Personal Data Breach without undue delay and, where feasible, not later than 72 hours after having become aware of the said breach.
- 11.4 The Parties agree to provide reasonable assistance as necessary to each other as may be requested by the other Party to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

12 Transfers from Minister for Health (Ireland) to PHA

- 12.1 Any transfer of Shared Personal Data outside the EEA made by or on behalf of the Minister for Health (Ireland) to the PHA shall be made based on the Commission Implementing Decision of 28.6.2021 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate protection of personal data by the United Kingdom ("Adequacy Decision") for as long as this Adequacy Decision remains in force.
- 12.2 Without prejudice to clause 12.1, the other provisions of this Agreement and the responsibility of the Minister for Health (Ireland) to ensure the lawful transfer of Personal Data to the PHA in accordance with Data Protection Legislation and in particular Chapter V EU GDPR, should the Minister for Health (Ireland) receive notification or otherwise become aware during the Term that the Adequacy Decision:-
- (a) is or will be subject to review by the European Commission;
 - (b) is or will be subject to challenge before the Court of Justice of the European Union;
 - (c) will not be extended by the European Commission beyond 27 June 2025; and/or
 - (d) for whatever reason(s) will not remain in force,
- it shall promptly and without undue delay put in place an Appropriate Safeguard under Article 46 EU GDPR in accordance with Data Protection Legislation and in any event before the Adequacy Decision ceases to remain in force.
- 12.3 The requirements of clause 12.2 shall only apply to the extent that the matter(s) at clauses 12.2(a)-(d) relate to or affect, or may reasonably relate to or affect the remaining in force of the Adequacy Decision for the purpose of the lawful transfer of Personal Data to the PHA under this Agreement.

13 Transfers to Third Parties

- 13.1 For the purposes of this clause 13, transfers of Shared Personal Data shall mean any sharing of Shared Personal Data by the PHA with a third party, and shall include, but is not limited to, the following:
- (a) subcontracting the Processing of Shared Personal Data to a third party Processor; and/or
 - (b) granting a third party Controller access to the Shared Personal Data.
- 13.2 If the PHA appoints a third party Processor to Process the Shared Personal Data it shall comply with Article 28 of the UK GDPR. 13.3 The PHA shall not disclose or transfer Shared Personal Data outside the UK or Ireland.

14. Review/Termination of Agreement

- 14.1 The effectiveness of this Agreement will be reviewed at least once within each consecutive 6 month period following the Commencement Date having consideration to the aims and Agreed Purposes set out in this Agreement. The review of the effectiveness of this Agreement will involve:
- (a) assessing whether the Agreed Purposes for which the Shared Personal Data is being Processed are still the ones listed in this Agreement;
 - (b) assessing whether the Shared Personal Data is still as listed in this Agreement;
 - (c) assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with; and
 - (d) assessing whether any Personal Data Breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.
- 14.2 Notwithstanding 14.1:
- 14.2.1 If during the Term of this Agreement the Data Protection Legislation changes in a way that this Agreement is no longer adequate for the purpose of governing lawful Data Sharing exercises the Parties agree that they will negotiate in good faith to review the Agreement in the light of the change in legislation;
 - 14.2.2 In the event of a significant complaint or Personal Data Breach or other serious breach of the terms of this Agreement by either Party, this Agreement must be reviewed immediately by the Parties, where feasible, or otherwise without undue delay.
 - 14.2.3 Minister for Health (Ireland) shall notify the PHA in writing as soon as reasonably possible of any change to the Regulations of 2021 which impacts or may impact on this Agreement, and where reasonably possible such notification shall be made in advance of the coming into force of such change. The Parties acknowledge and agree that this Agreement will require to be reviewed in respect of any such change to the Regulations of 2021 where possible in advance of the coming into force of any such change, or otherwise as soon as possible thereafter .
- 14.3 Notwithstanding 14.1 and 14.2, the Parties to this Agreement can request a review of this Agreement at any time.
- 14.4 Appendix 4 outlines the contacts for document control, the version history of this Agreement and the review dates for it. The contact for each Party as detailed in Appendix 3 will carry out the reviews. The Parties shall continue, amend or terminate the Agreement depending on the outcome of this review. Where amended, an amended

and updated version of this Agreement will be drafted as soon as practicable and circulated to all Parties.

- 14.5 Without prejudice to the provisions otherwise of this Agreement, either Party may terminate this Agreement by providing the other Party with thirty (30) calendar days' written notice of their intention to terminate the Agreement or as otherwise may be agreed in writing between the Parties.
- 14.6 The Parties understand that the provisions of this Agreement will continue to apply to any Shared Personal Data previously shared pursuant to this Agreement, notwithstanding the termination of this Agreement.

15. Warranties

- 15.1 Each Party warrants and undertakes that it will:
- (a) comply with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its Shared Personal Data Processing operations;
 - (b) respond within a reasonable time or within the timeframe that may be prescribed and as far as reasonably possible to enquiries from the relevant Supervisory Authority, the DPC or ICO, in relation to the Shared Personal Data;
 - (c) respond to Data Subject Requests in respect of the Shared Personal Data' in accordance with the Data Protection Legislation;
 - (e) where applicable, maintain registration or pay the appropriate fees with the relevant Supervisory Authorities, DPC or ICO, to process all Shared Personal Data for the Agreed Purposes; and
 - (f) take all appropriate steps to ensure compliance with the security measures set out in Clause 9 above.
- 15.2 The PHA warrants and undertakes that it will not disclose or transfer Shared Personal Data outside the UK or Ireland.
- 15.3 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 extent permitted by law.

16. Indemnity and Insurance

- 16.1 Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with a breach of this Agreement by the indemnifying Party, or any third party Processor or Sub-processor acting on its behalf for or in connection with this Agreement, or any of their Staff, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
- 16.2 The Minister for Health (Ireland) confirms that it has and will at all times during the Term of this Agreement and for six years following its termination or expiry have in place the necessary financial resources to cover its potential liabilities under this Agreement.
- 16.3 PHA hereby confirms that it is a self- insured health and social care organisation and has and will at all times during the Term of this Agreement and for six years following

its termination or expiry have in place the necessary financial resources to cover its potential liabilities under this Agreement.

- 16.4 These provisions of this clause 16 shall survive the termination or expiry of this Agreement.

17. Governing Law and Jurisdiction

- 17.1 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 Ireland.
- 17.2 This clause 17 is without prejudice to the rights of redress or to an effective judicial remedy of third parties under Data Protection Legislation.

18. Resolution of Disputes between Parties, with Data Subjects or the Supervisory Authority, DPC or ICO

- 18.1 Where any dispute arises between the Parties in relation to this Agreement, the Parties undertake that they shall forthwith meet to discuss the subject matter of the dispute and shall each use all reasonable endeavours in good faith to resolve the dispute amicably by agreement between the relevant appropriate 'business as usual contact' and as necessary escalated to the "escalation contact" for the respective Parties detailed in Appendix 3.
- 18.2 In the event that the Parties are unable to resolve the dispute within twenty eight (28) Working Days from the date of the last meeting referred to in Clause 18.1, then the Parties shall by notice in writing refer the matter to mediation by a person agreed between the Parties.
- 18.3 In the event of a dispute or claim brought by a Data Subject or the Supervisory Authority, DPC or ICO concerning the Processing of Shared Personal Data against the either or both Parties, the Parties will inform the other Party about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion. The outcome/resolution of any dispute or claim will be notified to the other Party.
- 18.4 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Authority, DPC or ICO in relation to the Shared Personal Data. 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 dispute resolution proceedings developed for data protection disputes.
- 18.5 The Parties shall abide by a decision of a competent court of either Party's country of establishment, the ICO, DPC or of the Supervisory Authority.

Data Subject Complaint Resolution Procedure

- 18.6 Complaints about the use of Shared Personal Data in relation to this Agreement should be dealt with under the relevant complaints procedure of the Party whose actions are subject of the complaint.
- 18.7 The Parties accept to co-operate with each other in the investigation of any complaint or other investigation about the use of the Shared Personal Data.

18.8 The outcome/resolution of any complaint will be notified to the other Party to this Agreement.

19. Costs

19.1 The Parties will pay their own costs and provide adequate resources to perform their activities under this Agreement and to comply with Data Protection Legislation.

20. Language

20.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

20.2 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English, or accompanied by a certified English translation.

20.3 The English language version of this agreement and any notice or other document relating to this Agreement shall prevail if there is a conflict except where the document is a constitutional, statutory or other official document.

21. Third Party Rights

21.1 A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 ("Act") (or equivalent applicable legislation) to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act (or equivalent applicable legislation).

21.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

22. Variation

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

23. Waiver

23.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. Severance

24.1 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.

24.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 24.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

25. No partnership or agency

25.1 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.

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

26. Entire agreement

26.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26.2 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.

26.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.

27. Further assurance

27.1 Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

28. Force Majeure

28.1 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 affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 Working Days, the Party not affected may terminate this Agreement by giving 30 Working Days' written notice to the affected Party.

28.2 The Covid-19 pandemic shall not constitute a force majeure for the purpose of clause 28.1.

29. Rights and remedies

- 29.1 Except as may be expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

30. Notice

- 30.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to the appropriate contact in appendix 3 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 or its principal place of business; or
 - (b) sent by email to the appropriate contact in appendix 3.
- 30.2 Any notice or communication 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 where this can be evidenced; and
 - (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working 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 30.2(c), business hours means 9:00 am to 5:00 pm Monday to Friday on a day that is a Working Day in the place of receipt.
- 30.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any mediation or other method of dispute resolution.

31. Counterparts

- 31.1 This Agreement may be executed in several counterparts or duplicates, each of which counterparts shall be deemed an original document but all of which taken together shall constitute one single agreement between the Parties. Each Party agrees that it and each other Party may execute this Agreement by way of e-signature, and agrees that execution in such manner will be valid and binding on each of the Parties hereto. No Party executing this Agreement by way of e-signature shall seek to avoid its responsibilities under this Agreement based on the fact that it signed this Agreement using an e-signature as opposed to a handwritten signature on paper. Transmission of an executed counterpart of this Agreement (or of the executed signature page of a counterpart of this Agreement) by email (in PDF, JPEG or other agreed format) or any electronic document signing platform (including, but not limited to DocuSign) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of this Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

32. Execution Requirements

- 32.1 Each of the Parties warrant that their respective nominated signatories to this Agreement have full power and authority to execute this Agreement for and on behalf of the relevant Party in accordance and compliance with their internal requirements as to execution of documents and that this Agreement constitutes a valid, legally binding and enforceable obligation on each of the Parties in accordance with its terms.

Appendix 1 Standard Operating Procedure (SOP)

A Standard Operating Procedure (SOP) for transfer of Shared Personal Data by HSE as Processor on the instruction of the Minister for Health (Ireland) to the PHA.

Fields required for the file transfer	Shared Personal Data
Selection criteria	<p>International Passenger who has:</p> <p>(i) selected that they are in transit to Northern Ireland; and/or</p> <p>(ii) provided an address in Northern Ireland as their Place of Residence during the Relevant Period (indicated by county)</p> <p>But excluding International Passengers who have a 'Country of Departure' that is Ireland, England, Wales, Scotland or Northern Ireland.</p> <p>In the instance where no passengers declare (i) and/or (ii) above in one day a blank file will be uploaded to the Citrix ShareFile.</p>
Frequency of the Data Sharing	Daily, Monday-Sunday (including weekends, bank holidays and public holidays)
Timing of file share within PLF schedule	All Shared Personal Data will be uploaded on to the Citrix ShareFile system the day after receipt at 3.00am and will reflect the Shared Personal Data received during the previous calendar day.
Duration of Data Sharing	For the Term of this Agreement
Method for sharing the PLF data with Public Health Agency NI.	Mechanism for file transfers is using Citrix ShareFile or another method as may be agreed between the Parties in writing from time to time.
Contact details for the appropriate personnel within the PHA to access Citrix ShareFile	The list of approved users and their contact details as sent by PHA to The Minister for Health (Ireland) through contacting the Department of Health (Ireland)

All information is compiled by the HSE on instruction of the Minister for Health (Ireland) according to the Shared Personal Data in agreed template and shared with the PHA through Citrix ShareFile.

The automation of Shared Personal Data extract using Power Automate (Flow) is done by extracting Shared Personal Data from the IE Passenger Locator Form Common Data Service, converting data in CSV format and creating/storing file at storage location which will be Citrix ShareFile.

Where the above noted automated process cannot reasonably be performed, a manual process may be carried out by or on behalf of the Minister for Health (Ireland) for the manual extraction of Shared Personal Data from the IE Passenger Locator Form Common Data Service, converting data in CSV format and creating/storing file at storage location which will be Citrix ShareFile Any such manual process will only be on a temporary basis until the above noted automated process can be resumed and all reasonable endeavours will be made to resume this automated process as soon as possible.

The HSE as Processor on the instruction of the Minister for Health (Ireland) will upload the Shared Personal Data file to the Citrix ShareFile site, cloud based. While in the cloud the files are encrypted using AES 256-bit encryption and during transfer the files are encrypted with SSL/TLS encryption protocols. The file being uploaded and shared is a CSV file, ("Comma Separated Values"), this is a plain text file. Further antivirus and malware protection should detect malicious code.

CSV file is uploaded by HSE as Processor, and stored on Citrix ShareFile.

The file is then available for download and view by approved PHA Staff users. Login authentication is required for Citrix ShareFile location to download and view file.

Once the file has been uploaded approved PHA Staff will be able to access the file by logging onto the Citrix ShareFile service.

To gain initial access to the Citrix ShareFile service, a new user is required to successfully complete two factor authentication (2FA); this is a two-step process using a mobile phone to provide an extra layer of security for the recipient's username and password. These PHA Staff members will each receive a Citrix ShareFile activation link from the HSE and have to successfully complete two factor authentication upon their initial access to the HSE Citrix ShareFile service.

After logging in, the PHA Staff will enter a Citrix verification code which will be sent to their phone via text message or voice call. Subsequent logins to the Citrix ShareFile service are undertaken using a username and secure password.

On a daily basis, a member of Staff from this group of PHA Staff will access the Citrix ShareFile service and can view and download the CSV file and save the daily CSV file into a dedicated 'IE Extract Download' folder stored on the HSC NI secure network which is restricted to the appropriate Staff. A password will be applied to the CSV file upon saving into the CTS restricted file shares on the HSC NI private network.

Files will be maintained on Citrix ShareFile for a set period of 14 days. After this time they will be automatically deleted by or on behalf of the Minister for Health (Ireland) from the Citrix ShareFile location.

There shall be no cost to the PHA to use or access the Citrix ShareFile system and the PHA shall not be liable for any charges or costs associated with using or accessing the Citrix ShareFile system or otherwise in respect thereto.

2. This SOP will be kept under review, particularly to ensure it remains appropriate to the Agreed Purpose for which the Shared Personal Data is being Processed. Any amendments to the SOP shall be agreed between the Parties in accordance with the process detailed at Clause 14.

Appendix 2 GLOSSARY

“Agreed Purpose(s)” - has the meaning given to it in Clause 3.5 of this Agreement

“Agreement” – means this Data Sharing Agreement

“Anonymised Data” – information from which no individual can be identified.

“Appropriate Safeguard(s)” - means the measures set out in Article 46 of EU or UK GDPR, as applicable.

“Appropriate Technical and Organisational Measures (“TOMs”)- means as defined in Data Protection Legislation.

“Citrix ShareFile” – means the third party cloud hosted application for the purpose of sharing Shared Personal Data by the Minister for Health (Ireland) with the PHA. ShareFile is a third party cloud hosted application contracted for use by HSE.

“Commencement Date” has the meaning given at the beginning of the Agreement being the date on or after which Data Sharing may commence under this Agreement.

“Contact” – the space (ft/m) and time public health advice (as determined by the relevant Party from time to time) considers it probable what virus can transit between individuals.

“Contact Tracing” - is an established and recognised methodology for controlling and reducing the spread of communicable infectious diseases in this case COVID-19, that is used nationally and internationally to contact trace close contacts of persons who have tested positive for such diseases, and in this case of International Passengers and/or persons under 18 accompanied by Responsible Adult where International Passengers have:-
(i) selected that they are in transit to Northern Ireland on the IE Passenger Locator Form; and/or
(ii) provided an address in Northern Ireland as their Place of Residence during the Relevant Period on the IE Passenger Locator Form
But excludes those International Passengers who have a ‘Country of Departure’ that is one of the following Ireland, England, Wales, Scotland or Northern Ireland

“Controller” – means as defined in Data Protection Legislation

“Data Protection Legislation” – means:-

- (i) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (ii) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Minister for Health (Ireland) is subject, which relates to the protection of personal data
as such legislation shall be supplemented, amended, revised or replaced from time to time;
and
- (iii) all guidance and codes of practice issued by the DPC, the ICO and the EDPB from time to time as applicable to a Party.

“Data Protection Principles” – means as referred to in Article 5 of the UK or EU GDPR (as applicable).

“Data Sharing” – means the disclosure of personal data by transmission, dissemination or otherwise making it available.

“Data Subject” – means as defined in Data Protection Legislation

“Data Subject Request (“DSR”)” – means a request made by, or on behalf of, a Data Subject in accordance with access and other rights granted to the Data Subject pursuant to the Data Protection Legislation in respect of their Personal Data.

“DPC” - means the Data Protection Commission (Ireland)

“EEA” - European Economic Area means those states that are contracting parties to the agreement on the European Economic Area from time to time

“EDPB” – means the European Data Protection Board.

“General Data Protection Regulation (EU GDPR)” – means Regulation (EU) 2016/679;

“HSE” – means the Health Service Executive, Ireland Dr Steevens' Hospital, Dublin 8, Ireland

“ICO” – Information Commissioner’s Office (UK) (see Article 4(A3), UK GDPR and section 114, DPA 2018).

“IE Passenger Locator Form” means the COVID-19 Passenger Locator Form as defined in the Regulations of 2021.

“International Passenger” – means for the purpose of this Agreement “International Passenger” as defined in the Regulations of 2021 and/or person(s) more than 12 years of age and less than 18 years of age not accompanied by a Responsible Adult as referred to in the Regulations of 2021.

“Ireland” – Refers to the Irish State, Éire or Ireland as named under Article 4 of the Constitution of Ireland, adopted in 1937.

“Personal Data” – means as defined in Data Protection Legislation

“Personal Data Breach(es)” - means as defined in Data Protection Legislation and in respect of the Shared Personal Data;

“Place of Residence” – means as defined in the Regulations of 2021.

“Privacy Notice” – contains the information referred to in Article 13 and 14 of the UK or EU GDPR as applicable

“Process, Processed, Processing” – has the same meaning as defined in Data Protection Legislation.

“Processor” – means as defined in Data Protection Legislation

“Relevant Period” – means as defined in the Regulations of 2021.

“Relevant Person” – means as defined in the Regulations of 2021.

“Relevant Public Health Advice and Information” means the provision of relevant public health advice or information relating to Covid-19, including measures for preventing, limiting, minimising or slowing the spread of Covid-19 to International Passengers and/or persons under 18 accompanied by Responsible Adult where International Passengers have:-
(i) selected that they are in transit to Northern Ireland on the IE Passenger Locator Form; and/or
(ii) provided an address in Northern Ireland as their Place of Residence during the Relevant Period on the IE Passenger Locator Form But excluding International Passengers who have a ‘Country of Departure’ that is one of the following Ireland, England, Wales, Scotland or Northern Ireland

“Responsible Adult” means as defined in the Regulations of 2021.

“Shared Personal Data” means the categories of Personal Data in respect of the Data Subjects as more particularly set out in Clause 4.2 of the Agreement and which are shared for the Agreed Purposes.

“Staff” means all persons employed or engaged by either Party or by any Processor or Sub-Processor acting on behalf of either Party for or in connection with this Agreement.

“Sub-processor” – means a Processor engaged by another Processor to Process Personal Data on behalf of the Controller.

“Supervisory Authority” – shall have the meaning given to it in the EU GDPR.

“Term” – this Agreement shall commence on the Commencement Date and the provisions thereof shall continue in full force and effect until the requirements in respect of the completion of IE Passenger Locator Forms under the Regulations of 2021 come to an end and the Minister for Health (Ireland) and PHA agree that the sharing of the Personal Data covered by this Agreement is no longer required.

“UK GDPR” – has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

“Working Day” – means a day other than a Saturday, Sunday or public holiday in Ireland when the banks in Ireland are open for business where the obligation under the Agreement applies to the Minister for Health (Ireland) and means a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Northern Ireland are open for business where the obligation under the Agreement applies to the PHA

Appendix 3 PARTY CONTACTS

Business as Usual Contacts- Minister for Health (Ireland)

Contact	Email	Responsibility
Customer Services	CustomerServices@health.gov.ie	Complaints/Issues/Disputes and Resolution
Customer Services	CustomerServices@health.gov.ie	Legal Issues
FOI Unit	foi@health.gov.ie	Freedom of Information
NR	NR @health.gov.ie	Review and amendments to Agreement
Data Protection Officer	dpo@health.gov.ie	Personal Data Breaches
Data Protection Officer	dpo@health.gov.ie	Record of Data Subject Requests
NR	NR @health.gov.ie	Any other matters in respect of the Agreement

Business as Usual Contacts – Public Health Agency Northern Ireland

Contact	Email	Responsibility
Chief Executive Office	Complaints.pha@hscni.net	Complaints/Issues/Disputes and Resolution
Chief Executive Office	Complaints.pha@hscni.net	Legal Issues
	foi.pha@hscni.net	Freedom of Information
NR	NR @hscni.net	Review and amendments Agreement
Data Protection Officer)	dpo.pha@hscni.net	Personal Data Breaches Record of Data Subject Requests
NR	NR @hscni.net	Any other matters in respect of the Agreement

Escalation Contacts – Minister for Health (Ireland)

Contact	Email	Responsibility
Customer Services	CustomerServices@health.gov.ie	Complaints/Issues/Disputes and Resolution
Customer Services	CustomerServices@health.gov.ie	Legal
FOI Unit	foi@health.gov.ie	Freedom of Information
NR	NR @health.gov.ie	Review and amendments to Agreement
Data Protection Officer	dpo@health.gov.ie	Personal Data Breaches

Data Protection Officer	dpo@health.gov.ie	Record of Data Subject Requests
NR	NR @health.gov.ie	Any other matters in respect of the Agreement

Escalation Contacts – Public Health Agency Northern Ireland

Contact	Email	Responsibility
Chief Executive Office	Complaints.pha@hscni.net	Complaints/Issues/Disputes and Resolution
Chief Executive Office	Complaints.pha@hscni.net	Legal
	foi.pha@hscni.net	Freedom of Information
Elizabeth Mitchell	Elizabeth.Mitchell@hscni.net	Review and amendments to Agreement
Data Protection Officer)	dpo.pha@hscni.net	Personal Data Breaches Record of Data Subject Requests
Elizabeth Mitchell	Elizabeth.Mitchell@hscni.net	Any other matters in respect of the Agreement

Appendix 4 DOCUMENT CONTROL

Document Control Personnel

Key personnel	Name	Party
Author		
Approver		
Review Control		

Version and review History

Version/ review	Date	Summary of changes	Changes marked

Signed by Name Redacted
for and on behalf of
the Minister for Health (Ireland)

Personal Data

.....
Assistant Secretary

Signed by Mr. Aidan Dawson
for and on behalf of the Regional Agency for Public
Health and Social Well-Being (known as Public Health
Agency) Northern Ireland

Personal Data

Chief Executive