

DATA SHARING AGREEMENT BETWEEN

The Executive Office Covid Recovery

And

HSC Public Health Agency

And

Department of Health

1.	<p>Parties to the agreement</p> <table><tr><td><p>Karen Pearson Covid Recovery The Executive Office Castle Buildings Belfast BT4 SR</p><p>Tel: I&S Karen.pearson@executiveoffice-ni.gov.uk</p></td><td><p>Elizabeth Mitchell Public Health Agency Linenhall Street Unit 12-22 Linenhall Street Belfast, BT2 8BS</p><p>Tel: I&S Elizabeth.Mitchell@hscni.net</p></td><td><p>Liz Redmond Chief Medical Officer Group Department Of Health Castle Buildings Belfast BT</p><p>Tel: I&S Liz.redmond@health-ni.gov.uk</p></td></tr></table>	<p>Karen Pearson Covid Recovery The Executive Office Castle Buildings Belfast BT4 SR</p> <p>Tel: I&S Karen.pearson@executiveoffice-ni.gov.uk</p>	<p>Elizabeth Mitchell Public Health Agency Linenhall Street Unit 12-22 Linenhall Street Belfast, BT2 8BS</p> <p>Tel: I&S Elizabeth.Mitchell@hscni.net</p>	<p>Liz Redmond Chief Medical Officer Group Department Of Health Castle Buildings Belfast BT</p> <p>Tel: I&S Liz.redmond@health-ni.gov.uk</p>
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2.	<p>Introduction</p> <p>Managed Isolation (NI) has been implement from 19 April 2021. The core objectives and responsibilities of Managed Isolations are:</p> <ul style="list-style-type: none">• To prevent the spread of COVID-19 (and other infectious diseases) between those returning to NI from a Red List Country to the wider public.• To ensure that guests remain in Managed Isolation for the duration of their stay• To ensure guests partake in tests on Day 2 and Day 8 of their Managed Isolation• To ensure that guests, health and wellbeing needs are met during their duration of their say <p>First Minister and deputy First Minister agreed that TEO would lead on a Task and Finish basis. The Cross Departmental Task Force would take forward the necessary work on managed isolation arrangements on return travel from countries where there are new Covid variants.</p> <p>TEO current have strategic lead in the operation of Managed Isolation, full operational management of the scheme will in due course transfer back to the Department of Health.</p> <p>TEO are Joint Data Controllers with DHSC.</p> <p>TEO will be the data controller for the personal data for those individuals who avail of the Managed Isolation Scheme NI in certain circumstances such as:</p> <ul style="list-style-type: none">• Individual(s) booking onto the scheme but either Belfast City or Belfast International Airport is the first port of entry• Individual(s) leaving scheme early• Individual (s) requesting or needing an exemption <p>PHA will want to contact guests to check on their health and wellbeing. If a guests become unwell during their stay at Managed Isolation accommodation PHA will have an investigator role to play. Whilst PHA do get some of the required data from the Passenger Location Forms it is currently a labour intense process to confirm if passenger has actually travelled.</p> <p>The Executive agreed on 25 March to the Introduction of a Managed Isolation Service for all individuals returning from initially Red List countries meaning they would be required to enter Managed Isolation for 10 days in a designated hotel at their own expense. The Executive retained the option of reviewing the countries that this impacted on at any stage. Putting these arrangements in place will be one element of managing the risks arising from new variants of concern. It is a significant step to take and will have</p>			

	<p>implications for citizens and travel volume. The introduction of the Managed Isolation Service is a proportional response, taking into consideration the protection of public health. The Executive considered the public health and scientific evidence before agreeing to the introduction of Managed Isolation Service.</p> <p>The course of the COVID-19 pandemic remains inherently unpredictable, whilst the number of cases in Northern Ireland has started to decrease and the number of individuals taking up the vaccine is significant, the detection of new variants, some of which are highly transmissible in other countries, causes significant concern.</p>
3.	<p>Purpose</p> <p>The sharing of personal data as detailed in this agreement is necessary to:</p> <ul style="list-style-type: none"> • to contact guests to check on their health and wellbeing • a guests become unwell during their stay at Managed Isolation accommodation PHA will have an investigator role to play • as if a client absconds from the hotel or a client subsequently tests positive for a variant of concern. • Guest applied for an exemption under the legislation <p>Data will be shared with partner organisations on a need to know basis for specific reasons. The data being shared will be processed solely in connection with these purposes.</p>
4.	<p>Legal Basis for Data Sharing</p> <p>With regulations coming into force from 19 April, passengers will be required to entry managed quarantine service for 10 days if arriving from a Red List Country, managed isolate should be as close as possible to their point of entry and that journeys should not exceed 90 minutes for risk management and public health purposes. For us this may mean that majority of our citizens and residents returning from Red list countries are most likely to self-isolate in England or on arrival at Dublin. TEO have agreed to retain Strategic Operational lead in the operation of the Managed Isolation until mid May.</p> <p>The Department of Health, made the following Regulations in exercise of the powers conferred by sections 25C(1), (3)(c), (4)(d) and 25F(2) of the Public Health Act (Northern Ireland) 1967(b). https://www.legislation.gov.uk/nisr/2021/102/contents/made</p> <p>https://www.legislation.gov.uk/nisr/2021/99/contents/made</p> <p>These Regulations are made in response to the serious and imminent threat to public health which is posed by the incidence and spread of severe acute respiratory syndrome coronavirus 2 (SARSCoV-2) in Northern Ireland.</p> <p>The processing of personal data is necessary to provide for the safety of all citizens in NI and for the department to fulfill its statutory and public task functions. Personal information is collected directly from the data subjects in advance of their entry into NI. The data collected will be used solely to administer the scheme. The data processor CTM is operating under a government contract and is fully aware of their obligations to the data controller and under data protection legislation. Privacy notices will be published on the CTM portal.</p> <p>Where personal data is processed within the Managed Quarantine Service, the sections of the law that apply are:</p> <ul style="list-style-type: none"> • UK GDPR Article 6(1)(e) – 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

	<ul style="list-style-type: none"> • UK GDPR Article 9(2)(i) – processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of healthcare; • Data Protection Act 2018 Schedule 1 Part 1 (3) – public health purposes
5.	<p>Data to be Shared</p> <p>Data will be shared with partner organisations on a need to know basis for specific reasons such as if a client absconds from the hotel or a client subsequently tests positive for a variant of concern.</p> <p>The following personal data may be shared:</p> <ul style="list-style-type: none"> • Full name • Full residential address • Email address • Telephone numbers • Date of birth • Details of countries visited • Gender • COVID 19 test results • Details of service booked including, where applicable, any pre-existing medical conditions copy of photo ID, passport number and dietary requirements <p>Particular care must be taken by both parties when dealing with personal data to ensure compliance with the principles of the Data Protection Act.</p> <p>The information will be shared electronically by email.</p>
6.	<p>Information use</p> <p>Data will be shared with partner organisations on a need to know basis for specific reasons such as if a client absconds from the hotel or a client subsequently tests positive for a variant of concern.</p> <p>Both parties will ensure the information shared under the agreement will only be used for the specific purpose set out in Section 2.</p> <p>TEO will as data controller remain the owner of the information if PHA edited the information received they must make it clear that it is an altered copy.</p> <p>PHA may not release the information to any third party without obtaining the express written authority of TEO who provided the information.</p>
7.	<p>Requests for information</p> <p>Requests for access to personal data (Subject Access Requests, (SARs)) processed as part of this Agreement, will be dealt with under Data Protection legislation. Requests for other information will be dealt with under the Freedom of Information Act 2000 or Environmental Information Regulations 2004, whichever is applicable to the request.</p> <p>The party to whom a request for information is received will process it and consult with the other party to this Agreement.</p> <p>TEO will liaise with Department to establish what information can be released and any exemptions (SAR</p>

	<p>or FOI) or exceptions (EIR) that may apply, and vice versa.</p> <p>Both parties shall co-operate in the handling and processing of such requests in accordance with the relevant legislation.</p>
8.	<p>Responsibilities of each party</p> <ul style="list-style-type: none"> • TEO will be the data controller for the personal data for those individuals who avail of the Managed Isolation Scheme NI in certain circumstances such as: • Individual(s) booking onto the scheme but either Belfast City or Belfast International Airport is the first port of entry • Individual(s) leaving scheme early • Individual (s) requesting or needing an exemption <p>If a party fails to hold securely any information provided by the other party, it will be responsible for any data breach (as detailed in Section 12 of this Agreement). Any breach of security or data incident¹ by either party must be reported in writing to the other party within 24 hours (as detailed in Section 12 of this Agreement).</p> <p>Before sharing personal data, the party providing the information shall ensure it is accurate and up to date, according to the personal information supplied by individuals at the time of application or appointment.</p> <p>Each party is responsible for ensuring the information they share and receive is handled in an appropriate manner in line with the NICS's 'A Guide to Physical, Document and IT Security'.</p> <p>Each party hereby agrees to comply with the data protection principles and conditions set out in the data protection legislation in all their processing of the personal information being shared.</p> <p>Each party shall ensure that only staff with a clear business need are given access to personal information.</p> <p>Each party is responsible for ensuring that any and all staff accessing shared information under this Agreement have received appropriate data protection and/or information assurance training and are fully aware of their responsibilities under data protection legislation to maintain the security and confidentiality of personal information.</p> <p>Each party shall ensure that any staff accessing shared information follow the procedures and standards that have been agreed and incorporated within this Agreement.</p> <p>Each party shall have a retention and disposal schedule in place (as detailed in Section 11 of this Agreement).</p> <p>Neither party should assume that any non-personal information is not sensitive and can be freely shared. The originating partner should be contacted for consent before any further sharing takes place.</p> <p>Each party reserves the right to carry out an audit or review of the other party's compliance with the terms of this Agreement and both parties agree to co-operate fully with any such audit or review. The parties will give 30 calendar days' written notice of such a review.</p>

¹ Data incident to include unauthorised access, loss or destruction of information.

	<p>Each party will share in writing with the other party the outcome of any audits or reviews that have been carried out on its activities within 30 calendar days of the review being completed.</p>
9.	<p>Security</p> <p>Both parties agree to take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal and special category (sensitive) personal data.</p> <p>Security arrangements appropriate to the format the data is in will be applied when transferring said information in line with the NICS 'A Guide to Physical, Document and IT Security' policy document, e.g. electronic information will be transferred as appropriate to the accreditation level applied to the data by email, Content Manager (CM) HP Records Manager (HPRM) link or Secure File Transfer Protocol.</p> <p>Only people who have a genuine business need to see the data will have access to it.</p> <p>TEO and DoH will use CM to store all electronic documents. Each document will have appropriate access restrictions applied to it. All HPR CM containers will have access restricted to the relevant staff.</p>
10.	<p>Retention and disposal</p> <p>Data will be retained in line with each party's retention and disposal schedule, which both parties confirm meets the requirements under data protection legislation.</p> <p>All parties are individually responsible for reviewing, deleting or safely destroying the information when it is no longer required in line with their own policies, which meet the requirements of data protection legislation.</p>
11.	<p>Security incidents or data breaches</p> <p>Each party will inform the other as soon as is practicable (within 24 hours) of becoming aware of unauthorised or unlawful processing, loss, damage or destruction of personal information, thus enabling the other party to take appropriate action. It is the responsibility of the organisation managing the incident to investigate and report any data breach likely to adversely affect the rights and freedoms of data subjects to the ICO within 72 hours of becoming aware of the breach in line with current data protection legislation.</p> <p>In the event of any breach of security or data incident in TEO, involving personal or special category (sensitive) personal data, the Senior Information Risk Owner (Karen Pearson), the Departmental Security Officer (Neelia Lloyd) and the Data Protection Officer (NR) should be immediately notified.</p> <p>In the event of any breach of security or data incident in Department of Health, involving personal or special category (sensitive) personal data, XXXXX should be immediately notified.</p> <p>In the event of any breach of security or data incident in Public Health Agency involving personal or special category (sensitive) personal data, XXXXX should be immediately notified.</p>

12.	<p>Review/Termination of Data Sharing Agreement</p> <p>This agreement will be reviewed annually by the Department however either party to this agreement can request a review at any time. At each review, use of the Data for the purpose stated in this Agreement will be assessed by the Parties. Any proposed changes to the Parties to this Agreement, the purposes of the information sharing, the nature or type of information shared or manner in which the information is to be processed and any other suggested changes to the terms of this Agreement must be notified in writing to key contacts within each Party so that the impact of the proposed changes can be assessed and agreement met.</p> <p>No variation of this Agreement will be effective unless the Agreement is amended and it is signed by all Parties.</p> <p>Should either party wish to terminate this agreement, they must engage with the other party at the earliest opportunity to agree how this can be best facilitated with regard to key issues, including business continuity, and the development of appropriate transition arrangements. Once these transition arrangements have been agreed by both parties, 30 calendar days' notice must be given in writing to the other party.</p> <p>In the event of termination of this Agreement, both parties will ensure that all data will be dealt with in accordance with their respective Retention and Disposal Schedule (as detailed in Section 10 of this Agreement).</p>
14.	<p>Indemnity</p> <p>In the event of a breach of this agreement which results in a financial penalty, claim or proceedings, the parties agree to co-operate to identify and apportion responsibility for the breach and the defaulting party will accept responsibility for any such claim.</p>
15.	<p>Signatures</p> <p>I have read, understood and agree to abide by the terms and conditions of this agreement. All information received will only be used for the purpose defined and listed in the agreement.</p> <p>Signed on behalf of The Executive Office Covid Recovery</p> <p>-----</p> <p>Name (block capitals): Karen Pearson</p> <p>Date:</p>

Signed on behalf of PHA

Name (block capitals):

Date:

Signed on behalf of Department of Health

Name (block capitals):

Date: