



Department of
**Agriculture, Environment
and Rural Affairs**

Sustainability at the heart of a living, working,
active landscape valued by everyone



Memorandum of Understanding for the Health and Safety Executive's advisory role to the Department of Agriculture, Environment and Rural Affairs, Northern Ireland for Statutory Inspections of laboratories holding or wishing to hold Specified Animal Pathogens in Northern Ireland

Between the Department of Agriculture, Environment, and
Rural Affairs and the Health and Safety Executive

1 July 2022

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Section 1 – Memorandum of Understanding

This Memorandum of Understanding (MoU) is between the following parties:

1. The Department of Agriculture, Environment and Rural Affairs (DAERA) (“Service Receiver”); and
2. The Health and Safety Executive (HSE or “Service Provider”).

Each a “Party” and together referred to below as the “Parties”.

Background

1. The purpose of this MoU is to set out the framework whereby HSE will provide technical support and advisory services to DAERA in relation to the environmental aspects of the Specified Animal Pathogens Order (Northern Ireland) 2008 No. 944 (SAPO).
2. The SAPO Order referred to in paragraph 1 prohibits any person from having in their possession any specified animal pathogen listed in Part 1 of the Schedule to the Order or any carrier in which they know such a pathogen is present unless they have a SAPO licence. It also prohibits the unlicensed introduction into any animal or bird of any pathogen listed in the Schedule to the Order (Parts I and II).
3. The purpose of the Order is to prevent the introduction and spread into Northern Ireland of specified animal pathogens, which, if introduced, could cause serious disease and economic loss to animal and poultry industries.
4. SAPO licences stipulate the way in which the specified animal pathogens covered by the licence must be handled to ensure their safe containment and disposal, the areas of the laboratory in which various types of work may be done and the persons responsible for supervising the work. Licence holders are required to meet the relevant containment and operating standards. The SAPO licensing process requires an inspection of the premises that are the subject of the application. Licences are usually valid for 5 years. Re-inspections of laboratories licensed under the Order may be carried out at any time to ensure full compliance with licence conditions.

Interpretation

5. "GDPR" means "the UK GDPR" as defined by regulation 2 of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
6. "Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (howsoever it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data and Special Category Personal Data within the meaning of the Data Protection Act 2018 (DPA) and GDPR but does not include information which:
 - a. was public knowledge at the time of disclosure (otherwise than by breach of paragraph 9 (Confidential Information));
 - b. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - c. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - d. is independently developed without access to the Confidential Information.
7. In this MoU unless otherwise expressly provided or unless the context otherwise requires:
 - a. references to the singular include the plural and vice versa.
 - b. references to words denoting any gender shall include all genders.
 - c. references to the Parties and individuals include their respective successors in title, permitted assigns and legal personal representatives.
8. In this MoU any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
9. The Annexes form part of this MoU and will have effect as if set out in full in the body of this MoU.
10. In the case of conflict or ambiguity the order of precedence for this MoU and the documents attached to or referred to in this MoU will be as follows:

- a. the body of this MoU;
- b. the Annexes of this MoU.

Definitions

Minor Non-Compliances

11. These are issues of a minor nature that, in the opinion of the inspector, by themselves do not significantly compromise bio-security and/or bio-containment of the pathogen.

Major Non-Compliances

12. This may be either one single issue that, in the opinion of the inspector, by itself significantly compromises bio-security and/or bio-containment, or a number of minor non-compliances that when taken together would compromise bio-security.

Bio-Security

13. The prevention of disease-causing agents entering or leaving a property and being spread. It involves a number of measures and protocols designed to prevent pathogens and disease being spread.

The aims and objectives of the SAPO licensing inspections

14. The licensing regime enables DAERA to inspect and enforce SAPO sites within Northern Ireland, with assurance that those persons:
 - a. issued with SAPO licences within Northern Ireland have the necessary trained staff, documented operating and management procedures and facilities to ensure the safe containment, handling and disposal of the specified animal pathogens for which the licence is given;
 - b. licensed under SAPO in Northern Ireland continue to comply with the relevant containment and operating standards, and with the conditions on their SAPO licences while they remain licensed.

Services and functions to be performed

15. The services and functions to be performed as part of this MoU are set out in Annex A.
16. This MoU will be kept under review by both parties to identify any new opportunities for joint working, should they arise. Should the MoU require amendment to factor in these new opportunities, it will be through mutual agreement.

Financial arrangements

17. The financial arrangements for the services and functions in this MoU are set out in Annex B.

Duration and termination

18. The MoU shall come into effect as from 1 July 2022 and shall terminate on 31 March 2025 unless it is extended for any further period or periods of 12 months on the same terms and as mutually agreed between the parties. The MoU or any extension to it may be terminated early, on the expiry of six months written notice given at any time by either party to this MoU to the other, or immediately with the consent of both parties.

Confidential information

19. Each of the Parties understands and acknowledges that it may receive or become aware of confidential information belonging to the other Party whether in the course of the performance of the obligations under this MoU or otherwise.

20. Each party understands their responsibilities with respect to the processing of personal data and special categories of personal data and agrees to fully comply with UK Data Protection legislation (see Annex D).

21. Except to the extent set out in this paragraph or where disclosure is expressly permitted elsewhere in this MoU, each Party must:

- a. treat the other Party's confidential information as confidential and safeguard it accordingly;
- b. not disclose the other Party's confidential information to any other person except their employees, agents and professional advisers to the extent to which such disclosure is necessary for the purposes contemplated under this MoU, and subject to procuring that such persons are made aware of, and comply with, these obligations of confidentiality.

22. The obligations of confidentiality imposed by paragraphs 19-21 continue in force notwithstanding termination of this MoU. They do not apply to any confidential information to the extent that it is required to be disclosed by a requirement of law placed upon the Party making the disclosure (including any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or in accordance with HSE's policy on open government. They are subject to any government requirements as to transparency which may apply to the Parties from time to time.

23. The Parties must not use the confidential information under this MoU for commercial purposes without the prior written agreement of the supplying Party.

Signatories

The duly authorised representative of the Parties affix their signatures below.

We agree to and accept all the terms and conditions of the above MoU.

Signed on behalf of the Department of Agriculture, Environment and Rural Affairs

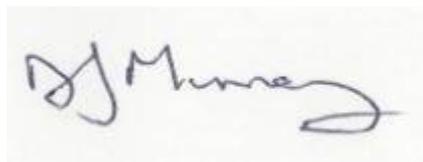
A handwritten signature in black ink, appearing to read 'Jim Blee', is written over a light grey rectangular background.

Name: JIM BLEE

Position: Deputy Director Animal Health and Welfare Policy Division

Date: 10.06.22

Signed on behalf of the Health and Safety Executive

A handwritten signature in black ink, appearing to read 'David Murray', is written over a light grey rectangular background.

Name: DAVID MURRAY

Position: Director of Planning, Finance and Procurement Division

Date: 20.06.2022

Annex A – Scope of agreed support and services

1. DAERA will:

- appoint an inspector from DAERA to undertake inspections of SAPO premises in Northern Ireland within 10 working days of receipt of notification or receipt of a license application/amendment/renewal;
- where appropriate and in agreement with HSE brigade forthcoming SAPO inspections based at the same site with inspections to be carried out as part of DAERA's rolling inspection programme;
- in respect of applicants for a new SAPO licence/amendment/ renewal, request HSE to provide support to DAERA inspectors to undertake inspections of premises identified in the application and specify the relevant containment level to which the inspection should be carried out;
- obtain staff details, Standard Operating Procedures (SOP) and floor plans that show clearly the layout of the areas where the specified animal pathogen(s) are to be stored in respect of the premises together with the application form and any previous inspection reports or licenses received and forward to HSE's Microbiology and Biotechnology Unit (MBU) for review as part of the advisory function;
- agree the date of the inspection with the HSE inspector;
- write to the applicant/licence holder to specify any corrective action; and in respect of advice given by the HSE inspector to resolve non-compliances. DAERA will advise HSE if non-compliances have been rectified or not after 20 working days;
- arrange for a licence to be issued subject to DAERA's veterinary adviser resolving any issues they may have regarding the content of the report, and if the laboratory is compliant.

2. HSE will:

- appoint an inspector from the MBU to accompany the DAERA inspector within 10 working days of receipt of notification or receipt of a license application/amendment/renewal from DAERA. HSE will provide advice to the DAERA inspector on any enforcement and/or remedial actions and/or internal reporting as required.
- agree an inspection date to accompany a DAERA inspector;
- undertake the visit with the DAERA inspector within 60 working days of the MBU inspector being appointed, or as agreed with DAERA.

Inspections

3. HSE will:

- ensure an appropriate number of trained inspectors are available to undertake the work agreed by this MoU;
- maintain competence and expertise in their advisory role of accompanying DAERA on inspections of premises that do or will hold specified animal pathogens;
- conduct a desk-based review of SAPO 2 facilities which are not routinely inspected;
- accompany a DAERA inspector on inspections of SAPO containment facilities at levels 3 and 4 to provide advice. The inspections will comprise both routine re-inspections, new inspections, investigations of accidents/dangerous occurrences;
- accompany DAERA on physical inspections of the premises bio-security and bio-containment arrangements and advise on compliance with the SAPO licensing conditions and requirements;
- HSE will review documentation relating to non-compliances and provide advice to DAERA on whether compliance has been achieved and follow-up in writing to DAERA. Under exceptional circumstances HSE will consider a further visit, which would be cost recoverable under this MoU.

4. Within 10 working days of completion of the inspection HSE will submit to DAERA an inspection report advising whether a SAPO licence should be rejected, issued immediately, or issued after certain shortcomings have been addressed. The document should bring to DAERA's attention anything that materially affects containment requirements being met and indicate on what information the recommendations are made. Copies of any relevant correspondence should also be included.

5. Where licence holders are found to have minor non-compliances on inspection, HSE will:

- write to DAERA within 10 working days of accompanying a DAERA inspector on an inspection, to advise on corrective action required including action to be taken if not cleared within 20 working days;
- within 5 working days of receipt of confirmation from DAERA that the minor non-compliances have been rectified, HSE will write to DAERA confirming whether they are content that they have been cleared and make recommendations about issuing a licence. Any documents that have been revised, eg SOPs or floor plans, should also be copied to DAERA.

6. If, at the end of the 20 day period, confirmation of the correction of non-compliance has not been received from the licence holder, HSE will advise DAERA on the action they deem appropriate and make recommendations about licence issues, including suspension and/or withdrawal for existing licence holders.

7. Where licence holders are found to have a major non-compliance, HSE will inform DAERA and provide expert advice in relation to the content of improvement notices (IN) and prohibition notices (PN).
8. HSE will provide DAERA with specialist expertise advice in respect of any criminal prosecution that might arise from investigation activities.
9. Representatives from DAERA and HSE's MBU will regularly monitor and review the arrangements and progress against the MoU and on-going inspection programme and review and revise, where necessary.
10. Both parties agree to bring forward the review date of this MoU, to address any post EU exit issues. Should the MoU require review and amendment to factor in EU exit issues, it will be through mutual agreement with both Parties. The revised MoU would then run for two years from the date that the EU exit issues had been addressed.

Audit

11. HSE will keep and maintain cost records until two years after the completion of the agreed work. These will be available for scrutiny, by prior arrangement, to DAERA auditors acting on their behalf.

Record keeping

12. Records of inspections and enforcement actions conducted in support of DAERA under this agreement will be maintained at HSE for a period of two years and will be available for inspection, by prior arrangement, with DAERA.

Annex B – Financial arrangements

1. DAERA agree to pay HSE costs for technical support, advice, desk-based reviews and travel and subsistence, based on inspector hours spent on the work by HSE's MBU.
2. Actual costs will be paid based on Full Economic Costs (FEC). The rate for 2022/23 is £192 per hour but this may increase in subsequent years. Costings for delivery of the programme of work are calculated on an hourly basis using the current hourly rate and Table 1 below shows the estimated costs for 2022-25. Please note: costings for 2023/24 and 2024/25 are purely indicative as the hourly rates are, as yet, unknown. Any changes will be shared with DAERA as soon as they are released.
3. There are no active plans for any licensing work until 2024/25 so the costings for 2022/23, 2023/24 are based on potential reactive work. They are calculated on the basis of 5 days inspector time and 1 hour administrative time per year.
4. In 2024/25 inspector time is based on 3 days (7.4 hours per day) on-site inspection and 9 days off-site (preparation and follow-up) and will be charged at the appropriate hourly rate, which is currently £192. Administrative time is charged at the same rate and is based on 3 hours of processing time.

Table 1

Resource	Costs for planned work (£) 2022/2023	Costs for planned work (£) 2023/2024	Costs for planned work (£) 2024/2025
Specialist Inspector (Band 2 or 3)	7104.00	7104.00	17049.60
Administration	192	192	576
Total	7296.00	7296.00	17625.60

5. If circumstances mean that the anticipated annual cost will be greater than 10% higher, HSE will gain prior permission from DAERA, before continuing with inspections. The calculation includes time to:
 - i. accompany DAERA inspectors to undertake inspection of premises for a new SAPO licence/amendment/renewal request, to provide advice;

- ii. accompany a DAERA inspector on inspections of SAPO containment facilities at levels 2, 3 and 4 to provide advice. Such inspections will be new inspections, routine re-inspections and investigations of accidents/dangerous occurrences;
 - iii. accompany DAERA on physical inspections of the premises bio-security and bio-containment arrangements and advise on compliance with the SAPO licensing conditions and requirements;
 - iv. provide advice to resolve non-compliances and follow up in writing to DAERA;
 - v. advise DAERA about SAPO licence applications;
 - vi. advise DAERA on minor and major non-compliance issues.
6. DAERA shall be responsible for additional liabilities only where they have consented to that additional expenditure in writing before it was incurred.
 7. Invoices will be submitted to DAERA by MBU following each inspection. The invoice will detail the number of hours spent on the inspection visit and the number of hours spent on reactive work, including writing inspection reports and other advisory activities. DAERA will pay HSE within 30 days of receiving an invoice.
 8. In the event of this agreement being terminated, HSE will submit an invoice to DAERA for any outstanding costs incurred as a result of planned inspections and reactive work, if any, up to the termination date certified as an accurate statement of the costs properly incurred under this MoU.

Annex C - Roles of staff undertaking duties under the MoU

Band 2 Intervention Programme Manager, Technical Policy Lead

Band 2 Assessment Manager

Band 3 MBU Specialist Inspectors

Band 5 Administrative Manager

Band 6 Administrators

Any changes to this list will be notified to DAERA.

Annex D - Article 26 of the GDPR, Joint Controller Declaration for HSE and DAERA

Purpose

1. The purpose of this annex is to explain the respective roles that HSE and DAERA (all parties) will play in managing the processing of personal data associated with SAPO licensing and inspections, carried out under SAPO and 'The Specified Animal Pathogens Order (NI) 2008'. Each are joint-controllers of the personal data collected, as all parties (independently) determine the purposes and means of processing personal data as part of the functions defined in this MoU.

Data protection

2. All parties will comply with all relevant provisions of GDPR and DPA as applicable.
3. All parties will act as joint controllers, in respect of any personal data pursuant to this MoU; they will process such personal data only to the extent necessary to meet the requirements of this MoU; and they will appoint external controllers/ processors as necessary.
4. No parties will transfer any personal data it is processing outside the United Kingdom.
5. All parties will ensure that they have appropriate technical and organisational procedures in place to protect any personal data they are processing. This includes protection against any unauthorised or unlawful processing and any accidental disclosure, loss, destruction or damage. DAERA will promptly inform HSE, and vice versa, of any unauthorised or unlawful processing, accidental disclosure, loss, destruction or damage to any such personal data. All parties will also take reasonable steps to ensure the suitability of their staff having access to such personal data.

Specific DAERA responsibilities

6. DAERA has the following specific responsibilities:
 - i. Carrying out any required Data Protection Impact Assessment for any element of business or process change.

- ii. Following DAERA Data Security Guidance to ensure that the necessary measures are taken to protect personal data.
- iii. Ensuring DAERA staff are appropriately trained in how to use and look after personal data and follow approved processes for data handling.
- iv. Ensuring DAERA staff have appropriate security clearance to handle personal data collected as part of this process.
- v. Ensuring secure transfer of personal data to HSE as necessary for fulfilment of HSE's regulatory functions.
- vi. Responding to Data Subject Access Requests (SARs) when required.
- vii. Reporting any Personal Data breaches within DAERA to their Data Protection Officer, who will determine in conjunction with the relevant DAERA Data Protection Team whether the breach needs to be notified to the Information Commissioner's Office (ICO) and the data subjects.
- viii. Maintaining any processing records for data held on DAERA systems in compliance with Article 30 of the GDPR.
- ix. If data held is found to be no longer accurate or up to date, they should notify the other party so that they can amend or erase it, as appropriate.

Specific HSE responsibilities

7. HSE has the following specific responsibilities:

- i. Carrying out any required Data Protection Impact Assessment for any element of business or process change.
- ii. Following HSE Data Security Guidance to ensure that the necessary measures are taken to protect personal data.
- iii. Ensuring HSE staff are appropriately trained in how to use and look after personal data and follow approved processes for data handling.
- iv. Ensuring HSE staff have appropriate security clearance to handle personal data collected as part of this process.
- v. Ensuring secure transfer of personal data to DAERA as necessary for fulfilment of DAERA's regulatory functions.

- vi. Responding to SARs when and where required in relation to personal data being processed as part of the regulatory function.
- vii. Reporting any data breaches within HSE to their Data Protection Officer and the ICO (where appropriate).
- viii. Maintaining any processing records for data held on HSE systems in compliance with Article 30 of the GDPR.
- ix. Ensuring HSE staff taking enforcement measures adhere to standards set out under 'Investigations for law enforcement purposes' in HSE's 'Privacy Policy Statement'.
- x. If data held is found to be no longer accurate or up to date, they should notify the other party so that they can amend or erase it, as appropriate.

Individual rights

- 8. The GDPR specifies rights for individuals over the processing of their data. These rights, and the processes individuals should follow when wishing to exercise their rights, are listed in both DAERA's and HSE's privacy notice. Both parties should ensure they consult and comply fully with their respective privacy policies in the event of Data Subjects exercising any of their rights under data protection legislation. Both parties will handle and respond to a Data Subject's request in relation to the exercising of her/his rights under the GDPR, even if the s/he has not followed the processes set out in the relevant privacy notice in making such a request, in accordance with the data protection legislation.
- 9. In response to any SAR, the controller that receives the request will undertake a proportionate and reasonable search of data it holds and respond to the SAR applicant within one month of receiving the original request, or within any extended time period as permitted by Article 12(3) of the GDPR. Each controller shall follow its own internal processes for handling SARs.

Personal data breach

- 10. DAERA is responsible for reporting any personal data breach, as defined in Article 4(12) of the GDPR, occurring within their authority to their Data Protection Officer, who will determine in conjunction with the relevant DAERA Data Protection Team, whether the breach needs to be reported to the ICO DPO. DAERA will also inform HSE of the breach if there is any direct impact on HSE staff or other HSE interest.

11. HSE is responsible for reporting any data breaches within their authority to their Data Protection Officer and ICO (where appropriate), as well as to DAERA if there is any direct impact on their staff or wider interests.

Liability for data processing

12. Should one party receive court action, relating to data processed under the Agreement, they are to inform the other party.
13. Should one party become subject to investigation by the ICO and/or receive any notice from them, under Part 6 of the Data Protection Act 2018 relating to data processed under this arrangement, they are to inform the other party.
14. If financial penalties are imposed by the ICO on a party in relation to any data processed under this Agreement and, if in the view of the ICO, one party is responsible for the breach of data protection legislation that resulted in the imposition of those penalties, that party shall be responsible for the payment of the penalties imposed. If the ICO expresses no view as to responsibility, then each party shall bear responsibility for half of the penalty imposed.
15. If either HSE or DAERA is the defendant in a legal claim before a court of competent jurisdiction by a third party, including a data subject in respect of data processed under this Agreement, the party determined by the final decision of the court to be responsible for the damage and/or distress shall be liable for the losses arising from such damage. Where both parties are liable, the liability will be apportioned between the parties in accordance with the decision of the court. If the court does not apportion liability between the parties then each party shall bear responsibility for half of the penalty imposed, unless it can prove that it is not in any way responsible for the event giving rise to the damage.
16. If either HSE or DAERA receive from any person a claim for compensation for damage and/or distress, pursuant to Article 82 of the GDPR, in respect of data processed under this Agreement, the party which receives the claim will handle it according to their internal procedures. The party to this Agreement that receives a such a claim will notify the other party to this Agreement of the claim if the other party is solely or jointly responsible for the event giving rise to the claim. If HSE and DAERA are jointly responsible for the event giving rise to the claim, each shall bear responsibility for payment of such compensation to the claimant as it determines as being reasonable, subject to its being accepted by the claimant. The amount of compensation offered and paid by each party to the claimant might be different, depending on the circumstances of each case and the and the level of responsibility of each party for the event giving rise to the claim.

17. The provisions in paragraphs 15 and 16 do not prevent the parties coming to a mutual agreement as to the apportionment of financial responsibility for any losses, cost claims or expenses arising from the processing of data under this Agreement.

Data retention

18. DAERA and HSE will retain personal data associated with SAPO licences and inspections, in accordance with their respective organisational disposal and retention policies. Each party is responsible for ensuring appropriate technical and procedural functions are in place to ensure the secure and timely destruction of personal data.

The Freedom of Information Act 2000 and Environmental Information Regulations 2004

19. HSE and DAERA are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) and shall assist and cooperate with each other to enable each party to comply with their obligations under this legislation. It is accepted that the party that receives an FOIA or EIRs request is responsible for making the final decision on disclosure in respect of any information in scope of a request that they hold. However, that party will consult the other party to this Agreement as outlined in paragraphs 20 and 21.
20. If a party receives a request for information that has been supplied by the other party (“the Information Supplier”), the party that has received the request for information will consult the Information Supplier as early as possible and before any information is disclosed in response to the request to enable sufficient time for the views of the Information Supplier, including any objections to disclosure, to be taken into account when determining whether the information is to be disclosed or withheld.
21. If a party receives a request for information that it holds and knows or believes the information is held by the other party, the party that received the request will inform the other party as early as possible and before any information is disclosed in response to the request. The purpose of this consultation is to ensure that each party is able to share with the other party any concerns about information that might be disclosed to the requester, that the party holding the information is able to take those concerns fully into account in its decision-making, and that the parties can co-ordinate their handling of requests for the same information.

Voluntary disclosures or publication of information

If a party decides to voluntarily disclose or publish information received from another party, it must obtain the written approval of the Information Supplier before disclosure occurs.

Data Protection Officers' Contacts

The contact details of the Joint Controller Data Protection Officers are:

DAERA	HSE
<p>Philip Gilmore Data Protection Officer Department for Agriculture, Environment and Rural Affairs (DAERA)</p> <p>Email: dataprotectionofficer@daera-ni.gov.uk</p>	<p>Sean Egan Data Protection Officer Health and Safety Executive 1.3 Redgrave Court Merton Road, Bootle Liverpool L20 7HS</p> <p>Email: DPO@hse.gov.uk</p>

Schedule 1 - Details of data sharing for SAPO technical support

1. The contact details of the Department Data Protection Officer are:

HSE: Sean Egan (DPO@hse.gov.uk)

DAERA: Philip Gilmore (dataprotectionofficer@daera-ni.gov.uk)

2. Details overleaf

Data sharing	Details
Subject matter of the data sharing	<p>DAERA conduct inspections and enforce sites issued with SAPO licences in Northern Ireland. On occasions where there has been a breach of the law, DAERA will investigate and carry out enforcement action where necessary.</p> <p>HSE require DAERA to share data to enable the provision of support and advice regarding the SAPO notifications system, inspections and enforcement of SAPO sites.</p>
Data Minimisation	<p>DAERA collects the personal data as a record of the applicant/establishment as part of the application process for a SAPO licence.</p> <p>HSE collects personal data so that it can provide support and advice regarding the SAPO notifications system and inspections.</p>
Shared Personal Data – categories of personal data	<p>HSE and DAERA officials: Names, work addresses and work contact details.</p> <p>SAPO licenses: Name, Job role, business name and establishment address.</p> <p>SAPO Inspections: Name, job role, work contact details and establishment address.</p>
Shared Personal Data - categories of Data Subject	<p>HSE and DAERA officials, Licence applicants/holders.</p>

Data sharing	Details
<p>The purpose for which personal data is collected</p>	<p>DAERA collects data from SAPO licence applications and identifies possible sites for inspection.</p> <p>DAERA inspectors will secure compliance with environmental law and SAPO at establishments working with specified animal pathogens. The personal data enables them to write to consent holders, serve enforcement notices, vary licence conditions, prosecute etc.</p> <p>DAERA provide HSE with all the necessary information to enable HSE to properly advise DAERA on SAPO licences and inspections.</p>
<p>What is the legal basis/bases which is relied upon to share this data lawfully (in accordance with the GDPR and/or the Data Protection Act 2018)</p> <p>Please also clarify whether any of the Shared Personal Data qualifies as Special Category Data and the exemption the Department is relying on for processing</p>	<p>Public task: the processing is necessary for DAERA to perform a task in the public interest or for official functions, and the task or function has a clear basis in law.</p> <p>DAERA performs the public task, inspectors undertake inspections of premises containing specified animal pathogens.</p> <p>HSE provides support to DAERA in an advisory capacity and this MoU provides the detail of how this is achieved.</p>
<p>Legal basis for the Department's processing of Shared Personal Data</p>	<p>The legal basis is set out in 'The Specified Animal Pathogens Order (NI) 2008'.</p>
<p>Frequency of the data sharing</p>	<p>Data is shared on an ad-hoc basis/when SAPO notifications are received.</p>
<p>Method and format of transferring the data</p> <p>Detail the agreed secure methods of transfer and the frequency</p>	<p>DAERA and HSE share information via Government secure e-mail when applications are received.</p>

Data sharing	Details
Systems used in processing/limitation on data storage	<p>HSE processes inspection reports and other information electronically. HSE will retain the information on central record and information management systems (called COIN and CM9). HSE destroys most files when they are 10 years old, however exceptions apply and are specified in the business classification scheme and disposal policy.</p> <p>DAERA will retain the information on a central record and information management system and will dispose of the information after 10 years.</p>
Duration of the data sharing	<p>For as long as the MoU is in operation, ie 1 July 2022 to 31 March 2025, unless the extended or renewed in accordance with the terms of the MOU.</p>
Monitoring and review of the Data Sharing Annex	<p>The effectiveness of the data sharing arrangement will be reviewed throughout the operation of the MoU as part of service level management, and when the MoU is renewed.</p>

