

Memorandum of Understanding for the Provision of Technical Support by the Health and Safety Executive to the Health and Safety Executive of Northern Ireland in connection with the Contained Use of Genetically Modified Organisms

Between the Health and Safety Executive and the Health and Safety Executive Northern Ireland

April 2022

Contents

Section 1 – Memorandum of Understanding	2
Background	2
The 2015 Regulations	2
Technical support for notification under the 2015 Regulations	3
Technical support for inspection and enforcement of contained use premises	3
Interpretation	3
Confidential Information	4
Other matters	5
Duration	5
Price and payment	5
Signatories	6
Annex A – Provisions of legislation and responsibilities of the parties	7
Annex B - Article 26 of the GDPR, Joint Controller Declaration for HSE and HSENI	11
Purpose	11
Data protection	11
Specific HSENI responsibilities	11
Specific HSE responsibilities	12
Individual rights	13
Personal data breach	13
Liability for data processing	13
Data retention	14
The Freedom of Information Act 2000 and Environmental Information Regulations 2004	15
Voluntary disclosures or publication of information	15
Data Protection Officers' Contacts	16
Schedule 1 - Details of data sharing for the regulation of Contained Use of GMOs	17

Section 1 – Memorandum of Understanding

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

1. The Health and Safety Executive of Northern Ireland (HSENI or “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 the MoU is to set out the arrangements for the provision of technical support from HSE to HSENI in connection with the contained use of genetically modified organisms (GMOs), as set out in paragraphs 6-11. HSENI are responsible for overseeing the efficient and effective implementation of and compliance with the [Genetically Modified Organisms \(Contained Use\) Regulations \(Northern Ireland\) 2015](#) (“the 2015 Regulations”).
2. HSE is the enforcing authority for the equivalent regulations in Great Britain (Genetically Modified Organisms (Contained Use) Regulations 2014) and oversees the inspection and permissioning regime underpinning these regulations.

The 2015 Regulations

3. HSENI and the Department of Agriculture, Environment and Rural Affairs (DAERA), acting jointly, are the competent authority in Northern Ireland for the 2015 Regulations.
4. The 2015 Regulations cover all aspects of contained use involving genetically modified micro-organisms (GMMs) and the human health aspects of contained use of larger GMOs (eg genetically modified (GM) animals and plants). The environmental aspects of the latter are covered by the Genetically Modified Organisms (Northern Ireland) Order 1991 and the Genetically Modified Organisms (Risk Assessment) (Records and Exemptions) Regulations (Northern Ireland) 1996.
5. HSENI and DAERA have arrangements in place to handle notifications received in relation to premises and contained use activities (including derogation from full containment requirements and disclosure of information issues). HSENI undertake inspection of premises and contained use activities to check compliance with the 2015 Regulations.

Technical support for notification under the 2015 Regulations

6. HSENI is the 'post box' for notification under the 2015 Regulations and is the principal point of contact with those undertaking contained use activities in Northern Ireland.
7. HSENI will provide the HSE with all the necessary information to enable HSE to properly advise HSENI on notifications.
8. On receipt of the information referred to in paragraph 7, HSE will provide technical assessment of the notification to HSENI in accordance with Annex A, using the same approach as that taken as part of the GMO(CU) regulations in Great Britain.
9. Each party will provide a contact point who will be responsible for the receipt, circulation and processing of papers relating to notifications and to monitor their progress within relevant timescales as set out in this MoU.

Technical support for inspection and enforcement of contained use premises

10. HSENI is responsible for primary inspection and enforcement at premises undertaking contained use activities in compliance with the 2015 Regulations. At HSENI's request HSE will provide support to HSENI's inspection programme in an advisory capacity. Similarly, HSE's involvement in enforcement will be advisory and where appropriate, HSE may appear in Court or at an Industrial Tribunal as an expert witness in line with HSE's [Enforcement Guide](#).
11. HSE will ensure that personnel are suitably competent to undertake these advisory inspection and enforcement activities. HSENI will ensure that all requests for HSE support under this MoU are sent in a timely manner, are fit for purpose and enclose, where necessary, the relevant supporting documents. HSE will provide these services subject to the availability of suitable staff and HSE's work priorities.

Interpretation

12. "GDPR" means "the UK GDPR" as defined by regulation 2 of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
13. "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 (DPA2018) and GDPR but does not include information which:

- a. was public knowledge at the time of disclosure (otherwise than by breach of paragraphs 14-18 (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.

Confidential Information

14. 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.
15. 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 2).
16. 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.
17. The obligations of confidentiality imposed by paragraphs 14-18 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.
18. The Parties must not use the confidential information under this MoU for commercial purposes without the prior written agreement of the supplying Party.

Other matters

Co-ordination of policy and of technical standards

19. HSE will ensure the timely consultation, on any proposals to amend the regulations or to update any relevant technical standards or guidance (eg Compendium of Guidance) for which it is responsible.
20. It is the responsibility of the signatories to this MoU to ensure that it is brought to the attention of all relevant staff.

Scientific Advisory Committee for Genetic Modification (Contained Use)

21. Where technical advice is required on the contained use of GMOs, HSENI may request that HSE seek advice from the Scientific Advisory Committee for Genetic Modification on Contained Use (SACGM(CU)). Where such a request is received HSE will seek the advice within agreed timescales. HSENI and HSE will agree a memorandum to send to SACGM(CU) setting out HSENI's request for advice. HSENI representatives are entitled to attend any of the SACGM(CU) meetings and to provide relevant agenda items.

Duration

22. This MoU replaces the previous MoU signed on behalf of HSE and HSENI in 2016 and will commence on 1 April 2022. This MoU will be reviewed at least every three (3) years and revised as necessary with the agreement of both Parties. Either Party may give three (3) months' notice to terminate this MoU and should provide reasons for such termination. Unless agreed otherwise, any assistance being provided at the time this termination provision is invoked, which is likely to extend beyond the termination date, shall be completed under the same terms and conditions of this MoU.
23. HSENI will provide an estimate of the annual resource requirements that will be needed for HSE's support, as set out in the MoU, to feed into the HSE's planning cycle and in advance of the start of each financial year. The level of resourcing may be varied as agreed in writing by the parties. HSE will provide these services subject to the availability of suitable staff and HSE's work priorities.

Price and payment

24. HSENI will meet all costs incurred by HSE in providing technical support and advice. For the technical assessment of notifications HSE's costs will be based on the fees set out in Schedule 9 of the Health & Safety and Nuclear (Fees) Regulations 2021 and will depend on the specific type of notification.
25. In the case of inspection of contained use premises HSE's costs will be its actual costs based on full economic cost recovery (ie hourly rate including HSE overheads etc). Cost recoverable time will be for the period of time that HSE staff carry out work on-site

in Northern Ireland, and any associated off-site work carried out in Northern Ireland or Great Britain (eg in preparation, assessments and inspection report writing), and will be recovered at the full economic cost recovery rate.

26. Invoices will be submitted by HSE to HSENI quarterly in arrears, except for the final quarter, which may be submitted in advance on the basis of estimated costs, for payment within the financial year. The invoice will detail the time spent on technical assessment, on inspection visits and on reactive work (eg writing up inspection reports).

27. HSENI will pay HSE within 30 days of receiving an invoice. Payment will be made through the Paymaster General by electronic funds transfer.

28. In the event of these arrangements being terminated, HSE will submit an invoice to HSENI 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.

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 Health and Safety Executive Northern Ireland

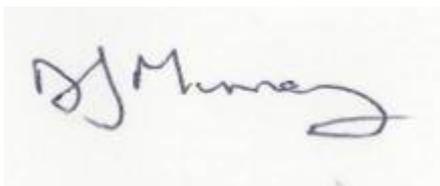


Name: ROBERT KIDD

Position: Chief Executive

Date: 16th March 2022

Signed on behalf of the Health and Safety Executive



Name: DAVID MURRAY

Position: Director of Planning, Finance and Procurement Division

Date: 22nd March 2022

Annex A – Provisions of legislation and responsibilities of the parties

Unless otherwise stated, references are to provisions of the Genetically Modified Organisms (Contained Use) Regulations (Northern Ireland) 2015

General

1.1 Anything required to be submitted or sent to the competent authority pursuant to the Regulations must be sent to HSE Northern Ireland (HSENI) at 83 Ladas Drive, Belfast, BT6 9FR.

Notification of premises (regulation 9), class 2 contained uses (regulation 10) and contained use involving GMOs that are not micro-organisms (regulation 12)

2.1 HSENI will be the 'post-box' for all such notifications and will forthwith:

- a. Copy the notifications to DAERA;
- b. Copy the notification to HSE who will assess the human health aspects of the notification in keeping with arrangements already in place for consultation in Great Britain, consider all comments received and within 45 days of receipt of the notification, either request additional information from the notifier or send to HSENI a draft response addressing human health considerations to the notifier. That draft response may or may not suggest that conditions be attached to the notified activity.

2.2 HSENI will consider and take forward any issues raised by either DAERA or HSE following their separate assessments of the application.

2.3 Acknowledgement letters to the notifier will be issued by HSENI within 10 working days.

Notification of class 3 or 4 contained uses (regulation 11)

3.1 HSENI will process such notifications as per the previous section with the following additional steps.

3.2 If any member of the public makes representations on the notification within 30 days of HSENI dispatching acknowledgement to the notifier, HSENI will copy these representations to DAERA and HSE.

3.3 HSE will, for the human health aspects of these representations, and in keeping with arrangements already in place for consultation in Great Britain, consider all human health-related comments received from the above process and either request additional information from the notifier or send to HSENI a draft response addressing

human health considerations for the notifier. That draft response may include granting consent (with or without conditions) or withholding consent.

3.4 HSENI will consider and take forward any issues raised by either DAERA or HSE following their separate assessments of these representations.

Requests for additional information to assist evaluation of a notification (regulation 24)

4.1 To expedite matters as quickly as possible, clarify an issue or request additional information. The assessor will contact the Northern Ireland notifier, and copy HSENI into the correspondence.

4.2 In the case of additional information requests on human health considerations being made; HSE will copy HSENI into sent and received correspondence with the notifier. As these human health considerations could have an impact on environmental considerations, HSENI should send this correspondence onto DAERA, for their considerations.

4.3 In the case of additional information requests on environmental considerations being made, HSENI should make HSE aware of the information request, forward sent and received correspondence with the notifier to HSE.

4.4 To enable HSE and DAERA to consider the additional information request and response within the timescales required by the 2015 Regulations, such correspondence should be promptly sent by HSENI to HSE and DAERA.

Notification of changes to previously notified details (regulation 15)

5.1 Within 2 working days of receipt of notifications in accordance with regulation 15(1) of changes or other information that would have significant consequences for risk, HSENI shall:

- a. Copy the notification to DAERA;
- b. Copy the notification to HSE who will assess the human health aspects of the information in keeping with arrangements already in place for consultation in Great Britain and, if necessary seek further information directly from the notifier, as outlined above for new notification requests.

5.2 HSE will either request additional information from the notifier or send to HSENI a draft response addressing human health considerations for the notifier. That response may or may not contain conditions.

5.3 HSENI will consider and take forward any issues raised by either DAERA or HSE as outlined above for new notification requests.

Derogation from full containment (regulation 19)

6.1 A case for derogation will usually arise as part of the initial contained use notification. HSENI will copy all requests for derogation to DAERA and HSE. HSE will assess the human health aspects of the information in keeping with arrangements already in place for consultation in Great Britain and will either request additional information from the notifier or advise HSENI accordingly and send to HSENI a draft response addressing human health considerations for the notifier.

6.2 HSENI will consider and take forward any issues raised by either DAERA or HSE following their separate assessments of the case for derogation.

Request for non-disclosure from the notifier (regulation 29)

7.1 On receipt of a request for non-disclosure, on the basis that it would be a breach of confidentiality, HSENI will check that the request meets the qualifying criteria and where this is not the case will seek clarification from the notifier before proceeding with the consideration of the application. Decisions must be based on the exemptions available under the Freedom of Information Act (FOI) and Environmental Information Regulations 2004 (EIR).

7.2 The notifier will be informed of the decision of the competent authority in writing and will be advised that regardless of the initial decision, all notified information remains subject to the FOI and EIR assessment. Moreover, the confidentiality of information can change over time and according to the specific circumstances of the request for information. Therefore, if a subsequent request for information is received under the FOI and EIR, it may at this time be decided to release the information. In such circumstances the notifier will be informed of this decision in writing in advance of disclosure.

Exemption certificates (regulation 26)

8.1 HSE will advise HSENI on whether or not an exemption certificate should be issued or revoked from a human health perspective, in keeping with arrangements already in place for consultation in Great Britain. Exemption certificates shall only be issued or revoked if there is a unanimous decision across the competent authority.

Inspection

9.1 HSENI will:

- brigade forthcoming GMO inspections by location and period of visit;
- provide pre-inspection information as requested by HSE (eg risk assessments, list of activities);
- agree the date of the inspection with the HSE inspector and the duty holder;
- write to duty holder to specify any corrective action; and in respect of advice given by the HSE inspector to resolve non-compliances.

9.2 HSE will:

- appoint an inspector from the Microbiology and Biotechnology Unit within 10 working days of receipt of notification from HSENI;
- agree the date of inspection with the HSENI inspector;
- complete the inspection (with HSENI inspector) within 30 working days of the inspector being appointed, or as agreed with HSENI;
- accompany the HSENI inspector on physical inspections of the premises to provide advice on biocontainment arrangements, staff training arrangements and associated record keeping, documented procedures, compliance with relevant containment standards and requirements of the 2015 Regulations;
- give advice to resolve minor non-compliances and follow up in writing to HSENI;
- ensure an appropriate number of trained inspectors are available to undertake the work agreed by this MOU;
- maintain competence and expertise in conducting inspections of GM premises;
- within 20 working days of return from Northern Ireland the HSE will submit to HSENI a complete inspection report (using the form used for visits in Great Britain) with appropriate recommendations. The document should bring to HSENI's attention anything that materially affects containment requirements being met and indicate on what information the recommendations are made.

Enforcement

10.1 Primary inspection and enforcement will be the responsibility of HSENI. HSE's involvement in enforcement will be confined to the provision of advice and, where appropriate HSE staff may appear in Court or at an Industrial Tribunal as Expert Witnesses.

Annex B - Article 26 of the GDPR, Joint Controller Declaration for HSE and HSENI

Purpose

1. The purpose of this annex is to explain the respective roles that HSE and HSENI (all parties) will play in managing the processing of personal data associated with overseeing the implementation of the 2015 Regulations. 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 2018 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. HSENI 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 HSENI responsibilities

6. HSENI has the following specific responsibilities:
 - i. Carrying out any required Data Protection Impact Assessment for any element of business or process change.
 - ii. Following HSENI Data Security Guidance to ensure that the necessary measures are taken to protect personal data.
 - iii. Ensuring HSENI staff are appropriately trained in how to use and look after personal data and follow approved processes for data handling.

- iv. Ensuring HSENI 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 HSENI to their Data Protection Officer, who will determine in line with the relevant HSENI policy, 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 HSENI 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 HSENI as necessary for fulfilment of HSENI'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 HSENI'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. HSENI 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 line with the relevant HSENI policy, whether the breach needs to be reported to the ICO. HSENI 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 HSENI 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 HSENI 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 HSENI 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 HSENI 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 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. HSE and HSENI will retain personal data associated with inspections of GMOs in contained use, 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 HSENI 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

22. 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:

HSENI	HSE
<p>Debby McAllister Data Protection Officer Health and Safety Executive Northern Ireland, 83 Ladas Drive, Belfast, BT6 9FR</p> <p>Email: DPO@hseni.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 the regulation of Contained Use of GMOs

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

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

HSENI: Debby McAllister (DPO@hse.gov.uk)

2. Details overleaf

Data sharing	Details
Subject matter of the data sharing	<p>The processing is needed in order to support HSENI's delivery of the 2015 Regulations. HSE require HSENI to share data to enable the provision of support and advice regarding the notifications system, inspections and enforcement of facilities working with genetically modified organisms (GMOs) in contained use.</p>
Data Minimisation	<p>HSENI collects personal data in the notification process and so that it can carry out inspections of the premises in Northern Ireland.</p> <p>HSE collects personal data so that it can provide support and advice regarding the HSENI notifications system and inspections.</p>
Shared Personal Data – categories of personal data	<p>HSE and HSENI officials: Names, work addresses and work contact details.</p> <p>GMO notifiers: Names, job role, business name, establishment address and work contact details.</p>
Shared Personal Data - categories of Data Subject	<p>HSE, HSENI, GMO notifiers.</p>
The purpose for which personal data is collected	<p>HSENI will collect information as part of the notification process, hold it for reference and identify possible sites for inspection.</p> <p>The personal data enables HSENI to write to GMO notifiers, serve enforcement notices, prosecute etc.</p> <p>HSENI provide HSE with all the necessary information to enable HSE to properly support and advise HSENI on notifications and inspections.</p>

Data sharing	Details
<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 HSENI 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>HSENI performs the public task, inspectors undertake inspections of premises containing GMOs in contained use. HSE provides support to HSENI 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 Genetically Modified Organisms (Contained Use) Regulations (NI) 2015'.</p>
<p>Frequency of the data sharing</p>	<p>Data is shared on an ad hoc basis/when notifications are received and/or inspections requiring HSE support or advice are planned.</p>
<p>Method and format of transferring the data</p> <p>Detail the agreed secure methods of transfer and the frequency</p>	<p>HSE and HSENI share information via Government secure e-mail when notifications are received.</p>
<p>Systems used in processing/limitation on data storage</p>	<p>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>HSENI processes inspection reports and other information electronically. HSENI will retain the information on a central record and information management systems (called CMS and Content Manager). HSENI will handle information in accordance with the HSENI Retention and Disposal Schedule.</p>
<p>Duration of the data sharing</p>	<p>For as long as the MoU is in operation, ie 1 April 2022 to 31 March 2025, unless the extended or renewed in accordance with the terms of the MOU.</p>

Data sharing	Details
Monitoring and review of the Data Sharing Annex	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.