DRAFT

DATA SHARING AGREEMENT

Between

Department of Housing, Local Government and Heritage

and

National Museum of Ireland

Pursuant to

The Data Sharing and Governance Act 2019

For the purpose of

Data sharing in advance of consultation regarding Ministerial Directions.

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Interpretation Table

DEFINITION	MEANING
Data controller	Has the meaning given to it by the General Data Protection Regulation (2016/679).
Party disclosing data	Shall mean the Party transferring personal data to the receiving Party or Parties.
Party receiving data	Shall mean the Party receiving personal data from the Party disclosing data.
Data Protection Impact Assessment(DPIA)	Means an assessment carried out for the purposes of Article 35 of the General Data Protection Regulation.
GDPR	Shall be taken as a reference to the General Data Protection Regulation (2016/679) including such related legislation as may be enacted by the Houses of the Oireachtas.
Lead Agency	Refers to the Party to this agreement who is responsible for carrying out the functions set out in 18(2), 18(3), 21(3), 21(5), 22(1), 55(3), 56(1), 56(2), 57(4), 58, 60(1) and 60(4) of the Data Sharing and Governance Act 2019.
Personal Data	Has the meaning given to it by the General Data Protection Regulation (2016/679).
Personal data breach	Has the meaning given to it by the General Data Protection Regulation (2016/679).
Processing	Has the meaning given to it by the General Data Protection Regulation (2016/679).
Public Service Body (PSB)	Means a Public Body as defined by section 10 of the Data Sharing and Governance Act 2019.
Shared personal data	Means data shared pursuant to this agreement.

Table 1.0

Data Sharing Agreement

BETWEEN

Insert name of Lead Agency, having its registered address at:

LEAD AGENCY NAME	ADDRESS
Department of Housing, Local Government and Heritage	Dept. of Housing, Local Government & Heritage, Custom House, Dublin 1]

AND

Insert name(s) of Other Party/Parties to the agreement, having its registered address at:

PARTY NAME	ADDRESS
National Museum of Ireland	Kildare Street, Dublin 2

The Parties hereby agree that the Department of Housing, Local Government & Heritage will take the role of Lead Agency for the purpose of this Data Sharing Agreement.

Each of the Parties to this agreement are data controllers in their own right when processing personal data on their own behalf, for their own purposes.

1. Evaluation for a Data Protection Impact Assessment (DPIA)

The completion of a DPIA can help data controllers to meet their obligations in relation to data protection law. Article 35 of the GDPR sets out when a DPIA is required.

Data controllers should periodically re-evaluate the risk associated with existing processing activities to understand if a DPIA is now required.

1.1 Identifying if a DPIA is required

The below checklist can assist organisations to understand if they require a DPIA pursuant to Article 35 GDPR to support their data sharing agreement. The questions should be answered in relation to the entire project that the data share corresponds to. This ensures that Public Service Bodies (PSBs) have the opportunity to be transparent in the evaluation of risks in relation to the data required for this process.

The completion of a DPIA is relevant to this data sharing agreement as you will be asked to provide a summary of any DPIA carried out in Section 16 of this document.

The questions below should be completed by the Lead Agency together with the Other Parties involved in this data sharing agreement. Please contact your DPO in relation to the requirement to carry out a DPIA.

	DOES THE PROCESS INVOLVE:	YES/NO
1.1.1	Processing being carried out prior to 25th May 2018?	YES

Table 1.1

If **'Yes'** proceed to 1.2
If **'No'** proceed to 1.1.2

	DOES THE PROCESS INVOLVE:	YES/NO
1.1.2	A new purpose for which personal data is processed?	NO
1.1.3	The introduction of new types of technology?	NO

Table 1.2

If '**Yes'** to either of the last two questions, proceed to 1.1.4.
If '**No'** to both of the last two questions, proceed to 1.2.

	DOES THE PROCESS INVOLVE:	YES/NO
1.1.4	Processing that is likely to result in a high risk to the rights and freedoms of natural persons?	NO

Table 1.3

If '**Yes**', then you are likely required to carry out a DPIA under Article 35 GDPR.
If '**No**' proceed to 1.2.

1.2 Further Considerations

There are limited circumstances where a mandatory DPIA should be carried out, even where processing was underway prior to the GDPR coming into effect[1].

	DOES THE PROCESS INVOLVE:	YES/NO
1.2.1	A systematic and extensive evaluation of personal aspects relating to natural persons which is based on automated processing, including profiling, and on which decisions are based that produce legal effects concerning individuals or similarly significantly affect individuals.	NO
1.2.2	A systematic monitoring of a publicly accessible area on a large scale.	NO
1.2.3	The Data Protection Commission has determined that a DPIA will also be mandatory for the following types of processing operation where a documented screening or preliminary risk assessment indicates that the processing operation is likely to result in a high risk to the rights and freedoms of individuals pursuant to GDPR Article 35(1): Lists of Types of Data Processing Operations which require a DPIA. (*if this hyperlink does not work, use the following url: https://www.dataprotection.ie/sites/default/files/uploads/2018-11/Data-Protection-Impact-Assessment.pdf)*	NO

Table 1.4

If **'Yes'** to any then you are likely required to carry out a DPIA under Article 35 GDPR.

If '**No'**, to all then a DPIA may not be required.

[1] https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:02016R0679-20160504

2. Purpose of the Data Sharing

2.1 Framework

This Data Sharing Agreement sets out the framework for the sharing of personal data between the Parties and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to one another.

This agreement is required to ensure that any sharing of personal data is carried out in accordance with the GDPR and the Data Sharing and Governance Act 2019, and each Party agrees to be bound by this agreement until such time as the agreement is terminated, or the Party withdraws from the agreement.

The Parties shall not process shared personal data in a way that is incompatible with the relevant purposes and this agreement.

The Parties will ensure that the Data Sharing Agreement remains fit for purpose, accurate and up to date.

The Parties will actively monitor and periodically review the data sharing arrangement to ensure that it continues to be compliant with data protection law, that it continues to meet its objective, that safeguards continue to match any risks posed, that records are accurate and up to date, that there is adherence to the data retention period agreed and that an appropriate level of data security is maintained.

The Parties must address all recommendations made regarding this Data Sharing Agreement by the Data Governance Board.

2.2 Performance of a Function

Where a public body discloses personal data to another public body under this agreement, it shall be for the purpose of the performance of a function of the public bodies mentioned, and for one or more of the following purposes (please select):

No.	DESCRIPTION	Select
I	To verify the identity of a person, where one or more of the public bodies are providing or proposing to provide a service to that person	☐
II	To identify and correct erroneous information held by one or more of the public bodies mentioned	☐
III	To avoid the financial or administrative burden that would otherwise be imposed on a person to whom a service is being or is to be delivered by one or more of the public bodies mentioned where one of mentioned public bodies to collect the personal data directly from that person	☐
IV	To establish the entitlement of a person to the provision of a service being delivered by one or more of the public bodies mentioned, on the basis of information previously provided by that person to one or more of the public bodies mentioned (or another public body that previously disclosed the information to one or more of the public bodies mentioned)	☐
V	To facilitate the administration, supervision and control of a service, programme or policy delivered or implemented or being delivered or implemented, as the case may be, by, for or on behalf of one or more of the public bodies mentioned	☒
VI	To facilitate the improvement or targeting of a service, programme or policy delivered or implemented or to be delivered or implemented, as the case may be, by, for or on behalf of one or more of the public bodies mentioned	☐
VII	To enable the evaluation, oversight or review of a service, programme or policy delivered or implemented or being delivered or implemented, as the case may be, by, for or on behalf of one or more of the public bodies mentioned	☒
VIII	To facilitate an analysis of the structure, functions, resources and service delivery methods of one or more of the public bodies mentioned	☐

Table 2.2

2.3 Details about the Purpose

Provide details of the particular purpose of this Data Sharing Agreement.

PURPOSE	DESCRIPTION
Table 2.2:V Table 2.2: VII	To facilitate the administration, supervision and control of a service, programme or policy delivered or implemented or being delivered or implemented, as the case may be, by, for or on behalf of one or more of the public bodies mentioned To enable the evaluation, oversight or review of a service, programme or policy delivered or implemented or being delivered or implemented, as the case may be, by, for or on behalf of one or more of the public bodies mentioned The sharing of the data enables the evaluation, oversight and review of applications regarding issuing Ministerial Directions. The Director of the National Museum of Ireland is a statutory consultee in relation to Ministerial Directions as provided under Section 14A of the National Monuments Acts 1930 to 2014.

Table 2.3

3. Data to be shared

3.1 Quality

The Parties will take all reasonable steps to ensure that any personal data processed under this agreement is accurate, kept up to date, and that data which is inaccurate, having regard to the purposes for which it was processed, is erased or rectified as soon as is practicable.
Shared personal data shall be limited to the personal data described in table 3.4 to this agreement and will be shared only in the manner as set out in table 11.2 therein. Where a party receiving data is notified of inaccurate data by the data subject, this party is obliged to notify the disclosing Party/Lead Agency.

3.2 Subject Rights

In so far as the shared personal data is processed by the Party/Parties receiving data, as a data controller, the Party/Parties receiving data will deal with data subjects in their exercising of rights set out in the GDPR, including but not limited to, the right of access, the right of rectification, erasure, restriction of processing and to data portability.

Data subjects have the right to obtain certain information about the processing of their personal data through a data subject access request.

Data subject access requests in relation to data processed by the Party/Parties receiving data will be dealt with by them directly. Data subject access requests in relation to data processed by the Party/Parties disclosing data prior to the transfer will be dealt with by them directly.

3.3 Sharing with Third Parties

The Party/Parties receiving data shall not share the shared personal data with any person who has not been authorised to process such data.

3.4 Detail of the information to be disclosed

Provide details of the personal data set to be disclosed and the detail of any non-personal data.

Note:

If the non-personal data and personal data are linked together to the extent that the non-personal data becomes capable of identifying a data subject then the data protection rights and obligations arising under the GDPR will apply fully to the whole mixed dataset, even if the personal data represents a small part of the set.

	DESCRIPTION
Shared Personal Data	Applicant's Name, Address, Names of Authorised Officer, Project Archaeologist, Consultant and Director, Email addresses and Phone number(s) for all above as laid out on the application form.
Non-personal Data	Reason for works, exact location, route details, An Bord Pleanála (ABP) Approval Order No., date of ABP approval, title of the Environmental Impact Statement, description of proposed works,]

Table 3.4

4. Function of the Parties

4.1 Function of the Parties

In table 4.1 below:

i. Specify the function of the party disclosing data to which the purpose (as defined in table 2.3) of the data sharing relates

ii. Specify the function of the party receiving data to which the purpose (as defined in table 2.3) of the data sharing relates.

PARTY	FUNCTION
i. The Department of Housing, Local Government and Heritage	The National Monuments Service for The Minister who is the licensing authority under the National Monuments Act 1930 to 2014. The National Monuments Service is responsible for fostering an awareness of and an appreciation for Ireland's archaeological heritage and implementing the National Monuments Acts 1930 to 2014 in regard to protection of archaeological monuments and historic shipwrecks and the licensing or other regulation of a range of activities.
ii. National Museum of Ireland	The National Museum of Ireland is responsible for the acquisition, conservation, protection, research and interpretation of the portable heritage of Ireland. The Director of the National Museum of Ireland has a statutory consultative role in the excavation licencing process under the terms of the National Monuments Acts 1930 to 2014 in addition to being a statutory consultee in relation to Ministerial Directions as provided under Section 14A of the National Monuments Acts 1930 to 2014. The Board of the National Museum of Ireland is the licensing authority for the issue of licences to alter and to export archaeological objects under the terms of the National Monuments Acts 1930 to 2014.

Table 4.1

5. Legal Basis

5.1 Legal Grounds

For the purposes identified in this Data Sharing Agreement the Parties confirm that the sharing and further processing of the defined personal data is based on the legal grounds set out in 5.1.1 and 5.1.2.

5.1.1 Appropriate Legislative Provisions for Sharing

Define the appropriate legal provision for sharing based on the following:

i. 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 (GDPR Art 6. 1 (e))

Specify the legal obligation for sharing in the table below.

LEGISLATION	DESCRIPTION
S.13(2)(a)(ii)(V) and (VII)	This processing is lawful under GDPR Article 6(1) (e) and section 14A of the National Monuments Act 1930 (as amended) and under DSGA legislation Section 13 DSGA. E.g. S.13 (2) (a) (ii)(V) and (VII).

Table 5.1.1

5.1.2 Appropriate Legislative Provisions for Further Processing

Specify the appropriate legal provision for further processing based on the following:

LEGISLATION	DESCRIPTION
	Not applicable – No further processing takes place.

Table 5.1.2

6. Impetus for Data Sharing

Specify the impetus (the motivation or where benefits will be realised) in relation to the data shared under this agreement.

THE IMPETUS FOR THE DISCLOSURE OF DATA WILL COME FROM:	TICK AS APPROPRIATE
i. Data subject	☒
ii. Public Body	☒

Table 6.0

7. Categories of Data Shared

The personal data shared may be in relation to individual data subjects and/or classes of data subjects. Classes of data subject may be defined by the parties involved and some examples might be customers, vendors, suppliers, visitors, etc.

Aggregated data is information gathered and expressed in a summary form for purposes such as statistical analysis, and so is not personal data for the purposes of data protection law and GDPR and is not the same as classes of data subject.

Select from the below table and comment as appropriate.

CATEGORY		COMMENT
Individual Data Subject	☒	All data shared is directly related to any works of an archaeological nature that are carried out in respect of an approved road development.
Classes of Data Subjects	☐	

Table 7.0

8. Duration and Frequency

8.1 Duration

Define the start and end dates of the information transfer:

i. The Data Sharing Agreement will commence on 16.12.2022 and continue until the parties agree to terminate agreement.

8.2 Frequency

Indicate the type of transfer that will be required with a description.

TYPE		DESCRIPTION
Once off	☐	
Frequent/regular updates	☐	
Other frequency	☒	When processing each Ministerial Direction application.

Table 8.2

9. How data will be processed

9.1 Obligations of the Parties in Respect of Fair and Lawful Processing

Each Party shall ensure that it processes the shared personal data fairly and lawfully. Each will comply with the requirements of the Data Protection Act 2018, GDPR and any legislation amending or extending same, in relation to the data exchanged.

Each Party undertakes to comply with the principles relating to the processing of personal data as set out in Article 5 GDPR, in the disclosing of information under this Data Sharing Agreement.

Both Parties shall, in respect of shared personal data, ensure that they provide sufficient information to data subjects in order for them to understand what components of their personal data the Parties are sharing, the purposes for the data sharing and either the identity of the body with whom the data is shared or a description of the type of organisation that will receive the personal data.

9.2 Description of Processing

Include a description of how the disclosed information will be processed by each receiving party.

	DESCRIPTION OF PROCESSING
National Museum of Ireland	The information received will be used by the National Museum of Ireland in order to forward any comments or observations they may have in relation to a particular application to the National Monuments Service prior to any decision in respect of that application.

Table 9.2

9.3 Further Processing

i. Specify any further processing by the Party or Parties receiving data of the personal data disclosed by the disclosing body under this Data Sharing Agreement.

	SPECIFY FURTHER PROCESSING
National Museum of Ireland	Not Applicable - no further processing takes place

Table 9.3.1

10. Restrictions

Specify any restrictions on the disclosure of information after the processing by the Party or Parties receiving data to the personal data disclosed by the disclosing body under this Data Sharing Agreement. Give a description of the restrictions, if any, which apply to the further disclosure of the information in table 10.0 below.

	RESTRICTIONS ON DISCLOSURE AFTER PROCESSING
National Museum of Ireland	Other than where required by law, the personal data should not be disclosed by the NMI without the express permission of the National Monuments Service.

Table 10.0

11. Security Measures

11.1 Security and Training

Both Parties shall adhere to the procedures set out in table 11.2 below, regarding the transfer and receipt of data.

The Party/Parties receiving data agree, in accordance Article 32 of the GDPR, to implement appropriate technical and organisational measures to protect the shared personal data in their possession against unauthorised or unlawful processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the shared personal data transmitted, stored or otherwise processed.

This may include, but is not limited to:

- Policies, guidelines and procedures governing information security.
- Password protection for computer access.
- Automatic locking of idle PCs.
- Appropriate antivirus software and firewalls used to protect integrity and security of electronically processed data.
- Unique identifiers for every user with access to data.
- Employees have access only to personal data required for them to do their jobs.
- Appropriate security where remote access is allowed.
- Encryption of data held on portable devices.
- Data breach procedures.
- Appropriate physical security.
- Staff training and awareness.
- Monitoring of staff accessing data.
- Controlling physical access to IT systems and areas where paper-based data are stored.
- Adopting a clear desk policy.
- Appropriate techniques for destruction of data.
- Having back-ups of data off-site.

Both Parties shall ensure that the security standards appropriate to the transfer of personal data under this agreement are adhered to.

The Party/Parties receiving data shall ensure that all persons who have access to and who process the personal data are obliged to keep the personal data confidential.

The Party/Parties receiving data shall ensure that employees having access to the data are properly trained and aware of their data protection responsibilities in respect of that data.

Access to the data supplied by the Party disclosing data will be restricted to persons on the basis of least privilege, sufficient to allow such persons carry out their role.

Each Party will keep the data secure and ensure that it is transferred securely in accordance with the procedures of this agreement.

11.2 Security Measures

For the purpose of this agreement, particular regard should be given to the data safeguards outlined in the following sections and subsections:

- 11.2.1 – Lead Agency/Party Disclosing Data
- 11.2.2 – Party/Parties Receiving Data
- 11.2.3 – Data Breaches and Reporting

11.2.1 Lead Agency/ Party Disclosing Data

The following questions should be completed by the Lead Agency/ party disclosing data in the data sharing arrangement.

All questions should be answered in a manner that does not compromise any security measures in place.

11.2.1.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	When data is being transmitted from the Lead Agency/party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use. Please provide details.	☒	☐
		When transmitting shared personal data appropriate security certificates and the highest level of encryption available to do so are used. Personal data at rest is encrypted to the highest level available. Parties involved must follow the principles of least privilege. Only persons who are authorised to view the personal data are permitted to do so. Appropriate user permissions in place to ensure this	

Table 11.2.1

11.2.1.2 – SECURITY STATEMENT
Give an outline of the security measures to be deployed for transmission of personal data, in a manner that does not compromise those security measures. You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.
Personal data transmitted from the Department is encrypted using the highest encryption available, the Department utilises next generation firewalls on its perimeter to ensure data is secured during transmission.

11.2.1.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.	YES

Table 11.2.2

11.2.2 Party/Parties Receiving Data

The following questions should be completed by the Party receiving the disclosure of data as part of this Data Sharing Agreement.

Where a 'not applicable' response is included, ensure information is provided as to why.

All questions should be answered in a manner that does not compromise any security measures in place.

11.2.2	PARTY/PARTIES RECEIVING DATA STATEMENTS	COMPLIES	DOES NOT COMPLY	NOT APPLICABLE
11.2.2.1	**In relation to the disclosed data - access permissions and authorisations are managed appropriately and periodically revalidated.** Please provide details for all non-complying or 'not applicable' statements.	☒	☐	☐
11.2.2.2	**Appropriate controls are in place if the disclosed data is accessed remotely.** Please provide details.	☒	☐	☐
		[Remote access is limited to NMI owned and managed laptops]		
11.2.2.3	**A least privileged principle (or similar) is in place to ensure that users are authenticated proportionate with the level of risk associated to the access of the data.** Please provide details.	☒	☐	☐
		[Access to stored data is restricted to authorised users only and reviewed periodically.]		
11.2.2.4	**Appropriate controls and policies are in place, which minimise the risk of unauthorised access (e.g. through removable media).**	☒	☐	☐
		[Data may only be accessed on NMI devices..]		

	Please provide details of the protections in place and how they are managed.			
11.2.2.5	**Data is encrypted at rest on mobile devices such as laptops and removable media.** Please provide details for all non-complying or 'not applicable' statements.	☒	☐	☐
11.2.2.6	**There are policies, training and controls in place to minimise the risk that data is saved outside the system in an inappropriate manner or to an inappropriate, less secure location.** Please provide details.	☒	☐	☐
		[Data may only be accessed by authorised staff who have been trained in the appropriate usage]		
11.2.2.7	**Do you have policy in place that protects data from accidental erasure or other loss?** Please provide details.	[Data is backed up regularly to multiple repositories]		
11.2.2.8	**Is data stored in a secure location only for as long as necessary and then securely erased?** Please provide details.	[Data transferred will not be deleted as NMI are required to retain information provided for historical research purposes as a designated archive under the National Archives Act 1986.		

Table 11.2.3

11.2.2.9 – SECURITY STATEMENT
Give an outline of the security measures to be deployed for the storage and accessing of personal data, in a manner that does not compromise those security measures. You may also provide details of additional measures in place that are relevant to this arrangement.
All applications are emailed using Departmental laptops under Departmental IT security measures already in place, all information is stored on Departmental servers only, data is accessible to staff only, there is very low level data being shared, names, addresses, phone numbers. Data received from NMS is transmitted through secure channels using server certificates and stored on a system with access restricted to authorised users only. The data received by the National Museum of Ireland is held securely in accordance with its obligations under Article 32 GDPR Security of personal data.

11.2.2.10 SECURITY SPECIALIST FOR PARTY/PARTIES RECEIVING DATA	YES/NO
Please confirm the security specialist(s) Party/Parties receiving have reviewed this Data Sharing Agreement and that their advice has been taken into consideration.	YES

Table 11.2.4

11.3 Data Breaches and Reporting

If a personal data breach occurs after the data is transmitted to the Party/Parties receiving data, the Party/Parties receiving data will act in accordance with the Data Protection Commission's Breach Notification Process and in accordance with GDPR requirements.

12. Retention

Define the retention requirements for the disclosed information for the duration of the Data Sharing Agreement and in the event the agreement is terminated, for:

1. the information to be disclosed and
2. the information resulting from the processing of that disclosed information

INFORMATION TYPE	RETENTION REQUIREMENTS
1. Information to be disclosed	The National Museum of Ireland retains this information as a record of enduring value for historical research purposes under the National Archives Act 1986.
2. Information resulting from the processing of the data	The National Museum of Ireland retains this information as a record of enduring value for historical research purposes under the National Archives Act 1986.

Table 12.0

13. Methods Used to Destroy/Delete Data

Detail how information will be destroyed or deleted at the end of the retention period as defined in the Data Sharing Agreement, for:

1. the information to be disclosed and
2. the information resulting from the processing of that disclosed information

INFORMATION TYPE	DESCRIPTION
1. Information to be disclosed	"Not Applicable" - The National Museum of Ireland retains this information as a record of enduring value for historical research purposes as a designated archive under the National Archives Act 1986 Section 1(2)
2. Information resulting from processing of the data	"Not Applicable" - The National Museum of Ireland retains this information as a record of enduring value for historical research purposes as a designated archive under the National Archives Act 1986 Section 1(2)

Table 13.0

14. Withdrawal from Agreement

14.1 Procedure

Each Party commits to giving a minimum of 90 days' notice of its intention to withdraw from or terminate this Data Sharing Agreement.

Each Party disclosing personal data pursuant to this Agreement reserves the right to withdraw, without notice, access to such data where that Party has reason to believe the conditions of this Data Sharing Agreement are not being observed. Each Party disclosing data will accept no responsibility for any consequences arising from the exercise of this right.

Where the disclosing Party is subsequently satisfied that the conditions of the Data Sharing Agreement are being observed, access will be restored forthwith.

Where access to shared personal data is withdrawn, the withdrawing Party shall provide to the other Party reasons for that withdrawal as soon as is practicable thereafter. Where there are only 2 Parties, withdrawal by either one shall be considered a termination of the agreement. Where an agreement has multiple Parties and one withdraws, the Lead Agency should update the schedule and inform the other Parties to the agreement.

Where a Data Sharing Agreement expires or is terminated, the Lead Agency shall notify the Minister in writing within 10 days of the withdrawal. The Lead Agency shall also notify the Data Governance Board as soon as practicable after such expiration or termination, as the case may be.

14.2 Severance

If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

15. Other Matters

15.1 Variation

No variation of this agreement shall be effective unless it is contained in a valid draft amendment agreement executed by the Parties to this Data Sharing Agreement in accordance with the procedures and requirements set out in Part 9, chapter 2 of the Data Sharing and Governance Act 2019.

15.2 Review of Operation of the Data Sharing Agreement

The Parties shall review the operation of the Data Sharing Agreement on a regular basis, with each such review being carried out on a date that is not more than 5 years from:

i. in the case of the first such review, the date on which the Data Sharing Agreement came into effect, and

ii. in the case of each subsequent review, the date of the previous review. A review under s.20(1) shall consider the impact of the technical, policy and legislative changes that have occurred since the date of the previous review under s.20(1).

Where the Parties to the Data Sharing Agreement consider that it is appropriate following completion of a review they shall prepare an amended Data Sharing Agreement to take account of the technical, policy and legislative changes that have occurred since the date of the previous review or the effective date. The amended agreement will be executed by the Parties in accordance with the procedures and requirements set out in Part 9, chapter 2 of the Data Sharing and Governance Act 2019.

15.3 Jurisdiction

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 laws of the Republic of Ireland.

15.4 Indemnity

The Party/Parties receiving data shall indemnify and keep indemnified the Party/Parties disclosing data, in full, from and against all claims, proceedings, actions, damages, losses, penalties, fines, levies, costs and expenses, whether direct or indirect and all consequential or indirect loss howsoever arising out of, in respect of or in connection with any breach by the Party/Parties receiving data, including their servants, of data protection requirements.

15.5 Publication

15.5.1 Public Consultation and publishing a Notice

Public Consultation is managed on behalf of the parties by the Data Governance Unit in OGCIO. Each of the proposed parties will be required to publish, on the same date as the consultation, a notice on their website that they are proposing to enter into the DSA. They should state the documents that are accessible to the public and link to their relevant DSA and DPO statements published on the public consultations website. This notice should invite submissions and include the date of publication of the notice.

15.5.2 Publishing Executed DSA

After each of the Data Governance Board recommendations have been addressed by the parties and after this Data Sharing Agreement has been signed by appropriate Authorised Signatories, the Lead Agency in respect of this Data Sharing Agreement shall publish a copy of the final agreement on a website maintained by it as soon as practicable after sending a copy of the agreement to the Data Governance Unit who will accept it on behalf of the Minister.

15.6 Base Registries

In respect of this Data Sharing Agreement, where the personal data disclosed is contained in a Base Registry, the Base Registry owner will take on the role of Lead agency.

16. Schedule A - Data Protection Impact Assessment

If a data protection impact assessment (DPIA) has been conducted in respect of the data sharing to which this Data Sharing Agreement relates, a summary of the matters referred to in Article 35(7) of the GDPR is required to be filled in the table below.

OR

If a data protection impact assessment has not been conducted as it is not mandatory where processing is not "likely to result in a high risk to the rights and freedoms of natural persons" (Article 35 of the GDPR), outline the reasons for that decision in the table below.

DPIA		SUMMARY OF DATA PROTECTION IMPACT ASSESSMENT
Has been conducted [select appropriately]	☐	
Has not been conducted [select appropriately]	☒	[A screening exercise was undertaken by National Monuments Service to determine if a Data Protection Impact Assessment was required under GDPR Article 36 from which it was determined there was unlikely to be any high risk to the rights and freedoms of data subjects. Accordingly, a full Data Protection Impact Assessment has not been conducted.]

Table 9.0

Note: If the Data Sharing Agreement is amended to reflect a change in the scope, form or content of the data processing, then there is an obligation on the data controllers to consider whether the changes give rise to a high risk to the rights and freedoms of natural persons, such that a DPIA should be carried out.
Under S.20(4) of Data Sharing and Governance Act, an amended draft agreement must be submitted for review to the Data Governance Board in accordance with Part 9, Chapter 2 of the Data Sharing and Governance Act.

17. Schedule B

17.1 Necessary for the Performance of a Function

Outline the reasons why the disclosure of information under this agreement is necessary for the performance of the relevant function and explain why it is proportionate in that context.

The Director of the National Museum of Ireland is a statutory consultee in relation to Ministerial Directions applications. The applicable law in relation to Ministerial Directions is section 14A of the National Monuments Acts 1930 to 2014 – see below:

14A (2) Any works of an archaeological nature that are carried out in respect of an approved road development shall be carried out in accordance with the directions of the Minister, which directions shall be issued following consultation by the Minister with the Director of the National Museum of Ireland.

This information is required in order for the NMI to be able to have a full knowledge of the development and to be able to give full observations on the applications.

17.2 Safeguards

Summarise the extent to which the safeguards applicable to the data shared under this agreement are proportionate, having regard to the performance of functions by the Parties and the effects of the disclosure on the rights of the data subjects concerned.

All applications are emailed using Departmental laptops under Departmental IT security measures already in place, all information is stored on Departmental servers only, data is accessible to staff only, there is very low level data being shared, names, addresses, phone numbers.

The data received by the National Museum of Ireland is held securely in accordance with its obligations under Article 32 GDPR *Security of personal data.*

18. Schedule C

18.1 List of Parties to this Agreement

Set out the names of all the Parties to the agreement.

As required under S.21 (3)(a), (b) and (c) of the Data Sharing and Governance Act 2019, this Schedule must be updated by the Lead Agency to include any Parties who have joined the agreement by way of an Accession Agreement, and to remove any Party that has withdrawn from the agreement. The Lead Agency must notify the other Parties of any amendments to this Schedule and the Data Governance Board.

- The Department of Housing, Local Government and Heritage and
- The National Museum of Ireland

19. Authorised Signatory

An authorised signatory is required to sign this Data Sharing Agreement after all recommendations made by the Data Governance Board have been addressed and before the Data Sharing Agreement can be executed.

This signatory has the role of accountability for the data sharing defined in this Data Sharing Agreement and holds the post of Principal Officer (equivalent) or above.

The Parties hereby agree to their obligations pursuant to this Data Sharing Agreement for the transfer of personal data as described in this Data Sharing Agreement.

19.1 Lead Agency

LEAD AGENCY			
Signature:		**Date:**	
Print Name:			
Position held:	[Insert position of Authorised Signatory]		
Email:			
For and on behalf of:	[Insert name of organisation]		

Table 19 .0

19.2 Other Party/Parties

OTHER PARTY			
Signature:		**Date:**	
Print Name:			
Position held;	[Insert position of Authorised Signatory]		
Email:			
For and on behalf of:	[Insert name of organisation]		

Table 19.1

Data Protection Officers Statement

This Statement is separate to the Data Sharing Agreement. It is required by law under section 55(1)(d) of the Data Sharing and Governance Act 2019. The Data Protection Officers in each proposed Party must sign and complete this statement before the Data Sharing Agreement is submitted to the Data Governance Unit for Public Consultation and again at execution stage. This statement will be published on a public website.

The Data Protection Officers in each proposed Party to this Data Sharing Agreement must ensure that they:

i. have reviewed the proposed agreement, and
ii. are satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law,
iii. are satisfied that the agreement is consistent with Article 5(1) of the GDPR

The Parties hereby agree to their obligations pursuant to this Data Sharing Agreement for the transfer of personal data as described in this Data Sharing Agreement.

Lead Agency DPO Statement

LEAD AGENCY DATA PROTECTION OFFICERS STATEMENT			
I have reviewed the proposed agreement			☒
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law			☒
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation			☒
Signature:	Paul Bonnington	**Date:**	18/10/2022
Print Name:	Paul Bonnington		
Position:	Data Protection Officer		
Email:	Paul.Bonnington@housing.gov.ie		
For and on behalf of:	[Department of Housing, Local Government & Heritage]		

Table 19.2

Other Party/Parties DPO Statement

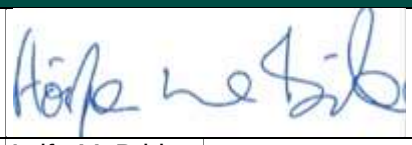
OTHER PARTY DATA PROTECTION OFFICER STATEMENT			
I have reviewed the proposed agreement			☒
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law			☒
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation			☒
Signature:		**Date:**	17/10/2022
Print Name:	Aoife McBride		
Position:	Data Protection Officer		
Email:	amcbride@museum.ie		
For and on behalf of:	National Museum of Ireland		

Table 19.3