



# DATA SHARING AGREEMENT

## Between

**Bord Bia  
and**

**The Department of Agriculture, Food and the Marine  
(DAFM)**

## Pursuant to

**The Data Sharing and Governance Act 2019**

## For the purpose of

**Identifying herds/flocks participating in the Bord Bia Sustainability and Quality Assurance Scheme where a legal notice has been issued under Section 42 of the Animal Health and Welfare Act 2013 and communicating the details of the notice to inform the audit program.**



# Table of Contents

<b>Interpretation Table</b> .....	3
<b>Data Sharing Agreement</b> .....	4
<b>1. Evaluation for a Data Protection Impact Assessment (DPIA)</b> .....	5
<b>2. Purpose of the Data Sharing</b> .....	7
<b>3. Data to be shared</b> .....	11
<b>4. Function of the Parties</b> .....	12
<b>5. Legal Basis</b> .....	14
<b>6. Impetus for Data Sharing</b> .....	16
<b>7. Categories of Data Shared</b> .....	17
<b>8. Duration and Frequency</b> .....	18
<b>9. How data will be processed</b> .....	19
<b>10. Restrictions</b> .....	20
<b>11. Security Measures</b> .....	21
<b>12. Retention</b> .....	26
<b>13. Methods Used to Destroy/Delete Data</b> .....	27
<b>14. Withdrawal from Agreement</b> .....	28
<b>15. Other Matters</b> .....	28
<b>16. Schedule A - Data Protection Impact Assessment</b> .....	31
<b>17. Schedule B</b> .....	32
<b>18. Schedule C</b> .....	33
<b>19. Authorised Signatory</b> .....	34
<b>Data Protection Officers Statement</b> .....	35



## Interpretation Table

DEFINITION	MEANING
<b>Data controller</b>	Has the meaning given to it by the General Data Protection Regulation (2016/679).
<b>Party disclosing data</b>	Shall mean the Party transferring personal data to the receiving Party or Parties.
<b>Party receiving data</b>	Shall mean the Party receiving personal data from the Party disclosing data.
<b>Data Protection Impact Assessment(DPIA)</b>	Means an assessment carried out for the purposes of <a href="#">Article 35</a> of the General Data Protection Regulation.
<b>GDPR</b>	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.
<b>Lead Agency</b>	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.
<b>Personal Data</b>	Has the meaning given to it by the General Data Protection Regulation (2016/679).
<b>Personal data breach</b>	Has the meaning given to it by the General Data Protection Regulation (2016/679).
<b>Processing</b>	Has the meaning given to it by the General Data Protection Regulation (2016/679).
<b>Public Service Body (PSB)</b>	Means a Public Body as defined by section 10 of the Data Sharing and Governance Act 2019.
<b>Shared personal data</b>	Means data shared pursuant to this agreement.

Table 1.0



# Data Sharing Agreement

## BETWEEN

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

<b>LEAD AGENCY NAME</b>	<b>ADDRESS</b>
<b>Bord Bia</b>	<b>140 Pembroke Road, Dublin 4, D04 NV34]</b>

## AND

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

<b>PARTY NAME</b>	<b>ADDRESS</b>
<b>The Department of Agriculture, Food and The Marine</b>	<b>Agriculture House, Kildare Street, Dublin, D02 WK12</b>

The Parties hereby agree that Bord Bia 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?	NO

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?	YES
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<sup>1</sup>.

	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 <a href="#">Article 35(1)</a> :  <a href="#">Lists of Types of Data Processing Operations which require a DPIA.</a> <i>(if this hyperlink does not work, use the following url: <a href="https://www.dataprotection.ie/sites/default/files/uploads/2018-11/Data-Protection-Impact-Assessment.pdf">https://www.dataprotection.ie/sites/default/files/uploads/2018-11/Data-Protection-Impact-Assessment.pdf</a>)</i>	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.

<sup>1</sup> <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	<input type="checkbox"/>
II	To identify and correct erroneous information held by one or more of the public bodies mentioned	<input type="checkbox"/>
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	<input type="checkbox"/>
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)	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>
VIII	To facilitate an analysis of the structure, functions, resources and service delivery methods of one or more of the public bodies mentioned	<input type="checkbox"/>

Table 2.2



## 2.3 Details about the Purpose

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

PURPOSE	DESCRIPTION
<p><b>(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) AND</b></p> <p><b>(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</b></p>	<p>This data sharing activity relates to a limited amount of personal data processed by DAFM which will then be shared with Bord Bia for a separate process in support of Bord Bia’s public task.</p> <p>This activity will involve DAFM sharing limited data to inform Bord Bia when it has issued a legal notice under Section 42 of the Animal Health and Welfare Act 2013 (the “2013 Act”). Receipt of this information by Bord Bia will trigger an audit of the herd/flock owner’s farm(s) to identify nonconformance issues against Bord Bia’s Quality Assurance Schemes.</p> <p>No immediate withdrawal or suspension of Scheme membership will occur based solely on the information received from DAFM that a legal notice was issued.</p> <p>This activity is important to protect the reputation of the Bord Bia Schemes and the Irish food and agriculture industries.</p> <p>The data sharing activity will be undertaken in the following steps:</p> <ul style="list-style-type: none"> <li>A. DAFM will notify the relevant Manager in Bord Bia, via a secure data transfer tool, to inform Bord Bia when a legal notice has been issued under section 42 of the 2013 Act. The personal data involved will be herd/flock number and the herd/flock owner’s name and address. This limited amount of detail is required to ensure the correct herd/flock and owner has been identified. A secure password to access this information will be sent in a separate email. The file share link will be deleted seven days after being sent.</li> <li>B. Bord Bia will determine whether the herd/flock owner is a member of any of the Bord Bia Quality Assurance Schemes. Bord Bia will immediately delete data received from DAFM that relates to non-Quality Assured members.</li> <li>C. Where the individual herd, flock or owner in relation to which a notice has been issued is confirmed to be a participant of any Bord Bia Scheme, a spot audit of the farm, in compliance with Scheme Rules, will be triggered. Bord Bia will use the results of the spot audit to determine whether there are non-conformances relevant to the Scheme.</li> <li>D. If non-conformances are found, the relevant Scheme rules will be applied, including the possibility of sanctions up to suspension or withdrawal of certification. Existing Bord Bia processes will be followed in relation to audits and audit results.</li> </ul>



	<p>Where Bord Bia finds full compliance with the Scheme, no further action will be taken.</p> <p>No results from the audit will be shared with DAFM under this arrangement.</p> <p>DAFM will ensure this new activity is clearly set out in a privacy notice so as to be fully transparent about this processing activity. Bord Bia will ensure this activity is clearly set out in its Scheme privacy notices to ensure it is being fully transparent. There will be no retrospective processing in terms of notices which may have already been issued previous to the signing of this agreement and the publishing of relevant privacy notices.</p>
--	--

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	<ul style="list-style-type: none"><li>• Name</li><li>• Address</li><li>• Eircode</li><li>• Herd/flock number(s)</li></ul>
Non-personal Data	N/A

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
<p>i. <b>DAFM</b></p>	<p>The Minister for Agriculture, Food and the Marine is responsible for the enforcement of the Animal Health and Welfare Act 2013 (the “2013 Act”). Where legal notices have been issued under the 2013 Act, this information should be shared with Bord Bia (whose parent department is DAFM), in order to protect the food and agricultural industry and the public’s trust in Bord Bia’s Quality Assurance Schemes.</p>
<p>ii. <b>Bord Bia</b></p>	<p>Bord Bia will use the information received from DAFM to determine if a herd/flock is a member of one of its Quality Assurance Schemes then to determine, through an audit, if there have been non-conformances against the Schemes.</p> <p>This will help to determine if a person is entitled to the provision of a service (Bord Bia Scheme membership). It will help to control and supervise access to the Schemes. It will also help to protect the reputation of Bord Bia’s Schemes and of the food, drink and horticulture industry overall.</p> <p>The legal basis relied upon by Bord Bia for processing personal data in this activity is that it 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))’.</p> <p>Bord Bia’s statutory function is set out in section 7(1) of the Bord Bia Act 1994 which states ‘the functions of the Board shall be to promote, assist and develop in any manner which the Board</p>



	<p>considers necessary or desirable the marketing of Irish food and livestock.</p> <p>AND</p> <p>8.—Without prejudice to the generality of section 7 the functions of the Board shall be to—</p> <p>.... (g) operate such quality assurance schemes as may in the opinion of the Board, be appropriate to the Board's functions and conducive to maintaining or improving the quality of all or part of any category or categories of food and, if so requested by the Minister, carry out evaluations of quality assurance schemes operated or proposed to be operated by other persons or bodies and applicable to all or part of any category or categories of food.</p>
--	---

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:

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
<p><b>Section 13 (1); Section 13 (2)(a)(IV) and (V) of the Data Sharing And Governance Act 2019</b></p>	<p>(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</p> <p>This is relevant to the entitlement of a person to participate in a Bord Bia Schemes. That person has previously declared they comply with Scheme criteria and if DAFM have reason to believe that a person may no longer comply with Scheme criteria, this information should be shared for Bord Bia to follow up on.</p> <p>(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.</p> <p>Bord Bia Schemes can be considered services to the food and agricultural industries and are supported by government policy. Receiving this information will support the administration, supervision and control of the Schemes.</p>

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:

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))

LEGISLATION	DESCRIPTION
GDPR Art 6. 1 (e)	<p>6.1(e) Bord Bia’s statutory function is set out in section 7(1) of the Bord Bia Act 1994 which states ‘the functions of the Board shall be to promote, assist and develop in any manner which the Board considers necessary or desirable the marketing of Irish food and livestock.</p> <p>AND</p> <p>8.—Without prejudice to the generality of section 7 the functions of the Board shall be to—</p> <p>.... (g) operate such quality assurance schemes as may in the opinion of the Board, be appropriate to the Board's functions and conducive to maintaining or improving the quality of all or part of any category or categories of food and, if so requested by the Minister, carry out evaluations of quality assurance schemes operated or proposed to be operated by other persons or bodies and applicable to all or part of any category or categories of food.</p>

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	<input type="checkbox"/>
ii. Public Body	<input checked="" type="checkbox"/>

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	<input checked="" type="checkbox"/>	Owner name and address and herd/flock number
Classes of Data Subjects	<input checked="" type="checkbox"/>	Herd/flock/owners

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 13 December 2023 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	<input type="checkbox"/>	
Frequent/regular updates	<input type="checkbox"/>	
Other frequency	<input checked="" type="checkbox"/>	The frequency will depend on how often legal notices are issued.

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	
<b>DAFM and Bord Bia</b>	<p>DAFM will issue a notice under Section 42 of the Animal Welfare Act 2013. Once issued, DAFM will notify Bord Bia through a secure file transfer mechanism. To ensure accuracy of information, it was determined that a minimum of three data fields (farmer and, address and herd/flock number) are necessary.</p> <p>Once received, Bord Bia will check the details of the information received against its membership database. Bord Bia will then put a note on the system against a Scheme member. This will trigger a spot audit, at which point, existing but separate processes at Bord Bia will be followed.</p> <p>Existing processes include auditing against Bord Bia Quality Assurance Scheme membership criteria.</p>

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	
<b>Bord Bia</b>	N/A

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	
<b>Bord Bia</b>	Bord Bia will only use the data shared by DAFM for the agreed processing activities. Bord Bia will immediately delete data received from DAFM that relates to non-Quality Assured Members.

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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Please provide details.	Data will be sent via a secure file-sharing mechanism, with the link to the relevant secure transfer folder sent in one email and the password sent in a separate email from DAFM to Bord Bia. The system which will be used is currently in use by DAFM for similar secure data transfer/sharing systems.	

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.	
Department of Agriculture, Food and the Marine has an Information Security Policy in place to protect the information held by the Department, reducing the likelihood of potential threats. The policy conforms to the requirements of international standards for information security management ISO/IEC 27001:2013	
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	<p><b>In relation to the disclosed data - access permissions and authorisations are managed appropriately and periodically revalidated.</b></p> <p>Please provide details for all non-complying or 'not applicable' statements.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2.2.2	<p><b>Appropriate controls are in place if the disclosed data is accessed remotely.</b></p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Bord Bia has a secure remote access system in place to access Bord Bia's network which requires multi factor authentication.		
11.2.2.3	<p><b>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.</b></p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Access to information is granted on a need only basis. Staff are granted specific access to allow them to carry out their job functions. A manager or delegate must approve access to data on the network. This process is outlined in the Identity and Access Management Policy and Guidelines and covers approval for access.		
11.2.2.4	<p><b>Appropriate controls and policies are in place, which minimise the risk of unauthorised access (e.g. through removable media).</b></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Both DAFM and Bord Bia implement multiple cybersecurity protocols and measures. As a matter of policy, neither party disclose details of systems and		



	<p>Please provide details of the protections in place and how they are managed.</p>	<p>processes which could in any way compromise their information security posture. In particular, it is not considered appropriate to disclose information on the cyber activities and the resourcing of same for both security and operational reasons.</p>		
<p><b>11.2.2.5</b></p>	<p><b>Data is encrypted at rest on mobile devices such as laptops and removable media.</b></p> <p>Please provide details for all non-complying or 'not applicable' statements.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>11.2.2.6</b></p>	<p><b>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.</b></p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>11.2.2.7</b></p> <p><b>Do you have policy in place that protects data from accidental erasure or other loss?</b></p> <p>Please provide details.</p>		<p>Disaster recovery and backup Data is maintained to ensure the availability and ability to restore the Data.</p>		



<b>11.2.2.8</b> Is data stored in a secure location only for as long as necessary and then securely erased?  Please provide details.	Backed up data is located in a secure data hosting environment and is part of the managed services provided. Data is backed up currently for 7 or 10 years depending on data type. IT do not delete or erase any data unless instructed by Head of Corporate Services.
--	--

Table 11.2.3

<b>11.2.2.9 – SECURITY STATEMENT</b>	
<b>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.</b>	
You may also provide details of additional measures in place that are relevant to this arrangement.	
<p>Bord Bia has a range of security measures in place for storage and accessing of personal data. Bord Bia has a secure remote access system in place to access Bord Bia’s network which requires multi factor authentication.</p> <p>Bord Bia will be granted access by DAFM to a secure file sharing area to access the required information.</p> <p>Bord Bia employees only have access to data they need to carry out their roles. Bord Bia data is securely backed up in accordance with Bord Bia’s IT backup policy.</p>	
<b>11.2.2.10 SECURITY SPECIALIST FOR PARTY/PARTIES RECEIVING DATA</b>	<b>YES/NO</b>
<b>Please confirm the security specialist(s) Party/Parties receiving have reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</b>	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	Seven (7) years in line with Section 1.7 of Bord Bia's Quality management System Document and Record Control Policy.
2. Information resulting from the processing of the data	Ten (10) years for auditing purposes, in line with Section 1.7 of Bord Bia's Quality Management System Document and Record Control Policy.

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	When no longer necessary, data will be securely disposed of or destroyed. Bord Bia will immediately delete data received from DAFM that relates to non-Quality Assured Members.
2. Information resulting from processing of the data	Secure deletion from the Quality Assurance database once the retention period has been met. No manual files are created.

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 OGCI0. 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.

### 15.7 Additional Information

#### **DAFM:**

To exercise your rights under data protection legislation, DAFM can be contacted at:

Address: Data Protection Unit, Department of Agriculture, Food and the Marine, Pavilion A  
Grattan Business Park, Dublin Road, Portlaoise, Co Laois R32 K857.

Email: [dataprotectionofficer@agriculture.gov.ie](mailto:dataprotectionofficer@agriculture.gov.ie)

In order to allow identification of records further information may be sought before this right can be fully considered and processed.

#### **Bord Bia:**

To exercise your rights under data protection legislation, Bord Bia's Data Protection Officer can be contacted at:

Address: Data Protection Officer, Bord Bia, 140 Pembroke Road, Dublin 4, D04 NV34

Email: [dpo@bordbia.ie](mailto:dpo@bordbia.ie)



## 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	Select	SUMMARY OF DATA PROTECTION IMPACT ASSESSMENT
Has been conducted	<input checked="" type="checkbox"/>	<ol style="list-style-type: none"> <li>Although this processing activity does not necessarily meet the threshold for a DPIA, Bord Bia has conducted one in any case. This is because there could be a significant impact on an individual arising from the processing. Because of this, Bord Bia will not automatically suspend or withdraw membership of an individual to its Schemes when a legal notice has been issued. Existing Bord Bia processes for spot audits will be followed in this instance. This was the main safeguard identified in the DPIA.</li> <li>Information about this activity will be outlined in the relevant DAFM and Bord Bia privacy notices to ensure the processing is transparent.</li> </ol>
Has not been conducted	<input type="checkbox"/>	N/A

Table 16.0

**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 Personal Data processed is necessary for the assessments and validation carried out by Bord Bia in support of its statutory remit. The Personal Data involved has been assessed to be proportionate to meeting the objectives of Bord Bia's activities. A balance was sought between sharing enough personal data to identify an individual but also to ensure accuracy in identifying an individual on Bord Bia's system.

The objectives of the processing carried out by Bord Bia is undertaken to support Bord Bia's Public Task by safeguarding the reputation of Bord Bia's Quality Assurance Schemes and the agriculture and food industries more widely.

An Bord Bia Act

Bord Bia's statutory function is set out in section 7 (1) of the Bord Bia Act 1994 which states 'the functions of the Board shall be to promote, assist and develop in any manner which the Board considers necessary or desirable the marketing of Irish food and livestock.

AND

8.—Without prejudice to the generality of section 7 the functions of the Board shall be to—  
... (g) operate such quality assurance schemes as may in the opinion of the Board, be appropriate to the Board's functions and conducive to maintaining or improving the quality of all or part of any category or categories of food and, if so requested by the Minister, carry out evaluations of quality assurance schemes operated or proposed to be operated by other persons or bodies and applicable to all or part of any category or categories of food

### 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.

As mentioned already, no immediate action will be taken against Scheme members where there is a legal notice served under Section 42 of the 2013 Act without further due diligence by Bord Bia.

Information about the processing activity will be added to the relevant DAFM and Bord Bia privacy notices to ensure transparency.



## 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.

Bord Bia  
DAFM



## 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			
<b>Signature:</b>	Susan McDonnell	<b>Date:</b>	13.12.23
<b>Print Name:</b>	Susan McDonnell		
<b>Position held:</b>	[Director Corporate Services]		
<b>Email:</b>	Susan.mcdonnell@bordbia.ie		
<b>For and on behalf of:</b>	[Bord Bia]		

Table 19.1

### 19.2 Other Party/Parties

OTHER PARTY			
<b>Signature:</b>	Eoin Ryan	<b>Date:</b>	13.12.23
<b>Print Name:</b>	Eoin Ryan		
<b>Position held;</b>	Head of Animal Welfare Division, Senior Superintending Veterinary Inspector		
<b>Email:</b>	Eoin.ryan@agriculture.gov.ie		
<b>For and on behalf of:</b>	[Department for Agriculture, Food and The Marine]		

Table 19.2

[Append further Authorised Signatory sections for each additional Party, use same format as above table 19.2.]



## 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		<input checked="" type="checkbox"/>	
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		<input checked="" type="checkbox"/>	
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation		<input checked="" type="checkbox"/>	
Signature:	Alannah Carey Bates	Date:	13/12/2023
Print Name:	Alannah Carey Bates (DPO representing Bord Bia is externally contracted from Trilateral Research)		
Position:	Data Protection Officer		
Email:	dpo@bordbia.ie		
For and on behalf of:	[Bord Bia] Trilateral Research Ltd is the Outsourced DPO for Bord Bia. Trilateral Research is accountable to the Board of Bord Bia and reports at least annually through the Audit and Risk Committee. In its capacity		



	as DPO for Bord Bia, Trilateral Research works under the direction of the Director of Corporate Services.
--	---

Table 20.1

### Other Party/Parties DPO Statement

OTHER PARTY DATA PROTECTION OFFICER STATEMENT			
<b>I have reviewed the proposed agreement</b>	<input checked="" type="checkbox"/>		
<b>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</b>	<input checked="" type="checkbox"/>		
<b>I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation</b>	<input checked="" type="checkbox"/>		
<b>Signature:</b>	Caitriona McEvoy	<b>Date:</b>	13/12/2023
<b>Print Name:</b>	Caitriona McEvoy		
<b>Position:</b>	Data Protection Officer		
<b>Email:</b>	dataprotectionofficer@agriculture.gov.ie		
<b>For and on behalf of:</b>	The Department for Agriculture, Food and the Marine		

Table 20.2