



DATA SHARING AGREEMENT

Between

**Enterprise Ireland
and**

All Local Authorities (Local Enterprise Offices)

Pursuant to

The Data Sharing and Governance Act 2019

For the purpose of

Provision of the Local Enterprise Office suite of services which are delivered in partnership between Enterprise Ireland and the Local Authorities, to ensure coordinated and cohesive development of micro-enterprise in Ireland which contributes to economic growth and job creation in all of the regions.



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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
Enterprise Ireland	East Point Business Park, Dublin 3

AND

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

No.	PARTY NAME	ADDRESS
1.	Dublin City	Dublin City Council, Civic Offices, Wood Quay, Dublin 8.
2.	Kilkenny County Council	Kilkenny County Council, County Hall, Johns Street, Kilkenny.
3.	Carlow County Council	Carlow County Council, County Offices, Athy Road, Co. Carlow.
4.	Westmeath County Council	Westmeath County Council, County Offices, Mount Street, Mullingar, Co. Westmeath.
5.	Wicklow County Council	Wicklow County Council, County Buildings, Station Road, Wicklow.
6.	South Dublin County Council	South Dublin County Council, Tallaght, Dublin 24.
7.	Waterford Council	Waterford City and County Council, City Hall, The Mall, Waterford.
8.	Sligo County Council	Sligo County Council, Riverside, Sligo.
9.	Monaghan County Council	Monaghan County Council, County Offices, The Glen, Monaghan.
10.	Cork City Council	Cork City Council, City Hall, Cork City.
11.	Clare County Council	Clare County Council, New Road, Ennis, Co. Clare.
12.	Roscommon County Council	Roscommon County Council, Courthouse, Roscommon.
13.	Donegal County Council	Donegal County Council, County House, Lifford, Co. Donegal.
14.	Kerry County Council	Kerry County Council, Áras an Chontae, Rathass, Tralee, Co. Kerry.
15.	Cavan County Council	Cavan County Council, Courthouse, Farnham Street, Co. Cavan.
16.	Meath County Council	Meath County Council, Buvinda House, Dublin Road, Navan, Co. Meath. C15 Y291



17.	Fingal County Council	Fingal County Council, County Hall, Main Street, Swords, Co. Dublin.
18.	Galway County Council	Galway County Council, County Hall, Prospect Hill, Galway.
19.	Cork County Council	Cork County Council, County Hall, Carrigrohane Road, Cork. T12 R2NC
20.	Longford County Council	Longford County Council, Áras an Chontae, Great Water Street, Longford.
21.	Laois County Council	Laois County Council, County Hall, Portlaoise, Co. Laois.
22.	Dún Laoghaire/Rathdown County Council	Dún Laoghaire/Rathdown County Council, Town Hall, Dún Laoghaire, Co. Dublin.
23.	Galway City Council	Galway City Council, City Hall, College Road, Galway.
24.	Kildare County Council	Kildare County Council, ÁRAS Chill Dara, Devoy Park, Naas, Co. Kildare.
25.	Leitrim County Council	Leitrim County Council, Áras an Chontae, Carrick on Shannon, Co. Leitrim.
26.	Limerick City and County Council	Limerick City and County Council, City Hall, Merchants Quay, Limerick.
27.	Louth County Council	Louth County Council, County Hall, Millennium Centre, Dundalk, Co. Louth.
28.	Mayo County Council	Mayo County Council, Castlebar, Co. Mayo.
29.	Offaly County Council	Offaly County Council, Áras an Chontae, Charleville Road, Tullamore, Co. Offaly.
30.	Tipperary County Council	Tipperary County Council, Civic Offices, Limerick Road, Nenagh, Co. Tipperary.
31.	Wexford County Council	Wexford County Council, County Hall, Carrick Lawn, Wexford.

The Parties hereby agree that Enterprise Ireland 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 effect¹.

	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. <i>(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)</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.

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 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 it continues to be compliant with data protection law and that it continues to meet its objective. Also 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 checked="" type="checkbox"/>
II	To identify and correct erroneous information held by one or more of the public bodies mentioned	<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>

Table 2.2

2.3 Details about the Purpose

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

PURPOSE	DESCRIPTION
I	See Section 17 Schedule B for further details on the purpose of processing.
II	Ensuring that the entity/individual claiming support qualifies for proposed/future such support.
III	Ensuring up to date information is recorded on supports awarded to each entity/individual.
IV	Providing a single/ first point of contact service to the business community - providing business advice, direction and signposting, business counselling and mentoring.
V	Ensuring support qualifies according to State Aid Rules and De Minimis as a result of previous support/funding provided to the client.
	Administering and reporting on the distribution of DETE (Department of Enterprise, Trade and Employment) funding to each County / City Council / Local Enterprise Office (LEO) in accordance with



VI	procedures agreed between Enterprise Ireland and DETE, to meet the LEO funding requirements and to enable it to discharge its obligations in the performance of its functions.
VII	Agreeing and facilitating any service delivery improvements to services by LEOs to benefit clients.
VIII	Measuring the impact of LEO funding, analysis of metrics and development of future strategies.
VIII	Ensure consistency with appropriate governance guidelines and practices and any other relevant National guidance or circulars

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 receiving data will be dealt with by them directly. Data subject access requests in relation to data processed by the 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	Local Enterprise Office service users share the following personal data with the LEO to avail of a variety of supports. This information is then uploaded and managed through a number of IT systems hosted by Enterprise Ireland. Contact Details - Name, Address, Phone Number/Mobile Number, E-Mail Personal Identification Information (PPS, DOB, ID) Personal Credentials to access IT systems Qualifications and experience
Non-personal Data	Grant History, Training History, Mentoring History, Company Registration Number, Employment Information, Company Financial Information

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 NAME	FUNCTION
Lead (ii)	Enterprise Ireland	<p>Public Sector Body responsible for the development and growth of Irish enterprises in world markets.</p> <p>The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.</p>
1. (i)	Dublin City	<p>All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.</p>
2. (i)	Kilkenny County Council	<p>All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.</p>
3. (i)	Carlow County Council	<p>All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA</p>



		offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
4. (i)	Westmeath County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
5. (i)	Wicklow County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
6. (i)	South Dublin County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
7. (i)	Waterford Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.



8. (i)	Sligo County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
9. (i)	Monaghan County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
10. (i)	Cork City Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
11. (i)	Clare County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
12. (i)	Roscommon County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local



		Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
13. (i)	Donegal County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
14. (i)	Kerry County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
15. (i)	Cavan County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
16. (i)	Meath County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
17. (i)	Fingal County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA



		offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
18. (i)	Galway County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
19. (i)	Cork County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
20. (i)	Longford County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
21. (i)	Laois County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.



22. (i)	Dun Laoghaire / Rathdown County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
23. (i)	Galway City Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
24. (i)	Kildare County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
25. (i)	Leitrim County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
26. (i)	Limerick City and County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local



		Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
27. (i)	Louth County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
28. (i)	Mayo County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
29. (i)	Offaly County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
30. (i)	Tipperary County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.
31. (i)	Wexford County Council	All local authorities (LA) are responsible for delivering a broad range of services including economic and community development. LEOs have been established as business units in LA



		<p>offices to provide support and services to start, grow and develop business in each local area. The governing legislation around the establishment of the Local Authorities is The Local Government Act 2001. The role of Enterprise Ireland and the Local Enterprise Offices is provided for in the County Enterprise Boards (Dissolution) Act 2014.</p>
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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 compliance with a legal obligation to which the controller is subject; (GDPR Art 6. 1 (c))
- ii. 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
i	Section 6 – Transfer of Functions to Enterprise Ireland: County Enterprise Boards Dissolution Act 2014 County Enterprise Boards (Dissolution) Act 2014 (irishstatutebook.ie)
ii s. 13 (2)(i-viii)	<p><u>Data Sharing & Governance Act s. 13</u></p> <p>(2) A public body may disclose personal data to another public body, in a case in which this section applies to such disclosure, only where—</p> <p>(a) the personal data concerned is disclosed—</p> <p>(i) for the purpose of the performance of a function of the first or second mentioned public body, and</p> <p>(ii) for one or more of the following purposes:</p> <p>(I) to verify the identity of a person, where the first or second mentioned public body is providing or proposes to provide a service to that person;</p> <p>(II) to identify and correct erroneous information held by the first or second mentioned public body;</p> <p>(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 the first or second mentioned public body were the</p>



	<p>second mentioned public body to collect the personal data directly from that person;</p> <p>(IV) to establish the entitlement of a person to the provision of a service being delivered by the first or second mentioned public body, on the basis of information previously provided by that person to the first mentioned public body (or another public body that previously disclosed the information to the first mentioned public body);</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 the first or second mentioned public body;</p> <p>(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 the first or second mentioned public body;</p> <p>(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 the first or second mentioned public body;</p> <p>(VIII) to facilitate an analysis of the structure, functions, resources and service delivery methods of the first or second mentioned public body,</p>
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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:

- iii. processing is necessary for compliance with a legal obligation to which the controller is subject; (GDPR Art 6. 1 (c))
- iv. 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
[iii]	Section 6 – Transfer of functions to Enterprise Ireland: County Enterprise Board Dissolution Act 2014 County Enterprise Boards (Dissolution) Act 2014 (irishstatutebook.ie)
[iv]	Data Protection Act 2018 38. (1) The processing of personal data shall be lawful to the extent that such processing is necessary and proportionate for— (a) the performance of a function of a controller conferred by or under an enactment or by the Constitution.

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 checked="" 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 type="checkbox"/>	
Classes of Data Subjects	<input checked="" type="checkbox"/>	Clients, Suppliers/Vendors

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 1st February 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 checked="" type="checkbox"/>	Data transfer occurs on a daily basis between all parties
Other frequency	<input type="checkbox"/>	

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.

Each Party 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 the receiving party.

	DESCRIPTION OF PROCESSING
Enterprise Ireland	<p>The LEOs are part of Enterprise Ireland’s strategy to deliver entrepreneurship, support micro-enterprises and promote a pro-enterprise environment at local level, in association with the Local Authorities. The sharing of data is necessary to ensure that both bodies can carry out their respective remits to deliver a full suite of services to data subjects seeking LEO support.</p> <p>Enterprise Ireland owns and provides access to a number of the IT systems which facilitate the operation of the Local Enterprise Offices within the Local Authorities. These systems include:</p> <p>Grant management information system (GMIS) – for the recording and tracking of client details, funding applications and awards and training records.</p> <p>Grant Application Solution – for the online submission of some grant applications by LEO clients.</p> <p>Training Booking Solution – for the booking of local training applications via each LEO</p> <p>Customer Relationship Management Tool – for the recording and tracking of client information</p> <p>Enterprise Ireland provides support to the LEOs in the operation and maintenance of these systems.</p> <p>In addition, Enterprise Ireland owns and hosts the LEO website www.localenterprise.ie and may collect user experience, site usage analytics and marketing cookie information where consent is received from visitors.</p> <p>Parties will at certain times both be disclosing and receiving parties as they will be both be entering, viewing and processing the personal data held on the GMIS and other shared IT systems.</p> <p>Enterprise Ireland and the Local Authority will take joint responsibility for ensuring that the GMIS Records are processed in compliance with the Data Protection Laws.</p>

Table 9.2



9.3 Further Processing

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

SPECIFY FURTHER PROCESSING	
Enterprise Ireland	<p>All relevant client data submitted through the IT systems is ported by Enterprise Ireland over to the grant management information system (GMIS) to maintain the most up to date details on each client.</p> <p>Analysis and reporting of key metrics such as first time exporters, de minimis, annual employment survey, budget reporting and management.</p> <p>A Service Level Agreement is in place between all parties outlining the confidential and commercially sensitive nature of the data. Disclosure of mainly aggregate data is necessary for reporting and analysis with the Department of Enterprise, Trade & Employment and to facilitate government liaison functions operated by Enterprise Ireland on behalf of the Local Enterprise Offices.</p>

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	
	All parties are restricted in any further disclosure or processing of the information/data described in this data sharing agreement to only the statutory functions for which each/either party is subject

Table 10.0



11. Security Measures

11.1 Security and Training

Each Party 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.

Each Party 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- 11.2.31 – Parties Disclosing Data
- 11.2.32 – Party Receiving Data – Lead Agency
- 11.3 – Data Breaches and Reporting

11.2.1 Parties Disclosing Data - Dublin City Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Dublin City Council Remote access system (Citrix) and corporate workstations have the latest security patches and software. Encryption between DCC endpoints and third party cloud systems is encrypted as long as the third party system supports a valid and secure encryption method.</p>	

Table 11.2.1.1

11.2.1.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Dublin City Council has established rigorous security controls and processes based on ISO27001 standard and NIST framework aimed to reduce cybersecurity risks. All data transfers of confidential data follows a pre-defined process which ensures proper approvals are sought and the data is transferred using an encrypted mechanism with multi factor authentication.</p>	
11.2.1.3 SECURITY SPECIALIST FOR ENTERPRISE IRELAND	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	YES

Table 11.2.1.2



11.2.2 Parties Disclosing Data - Kilkenny County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.3.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Access to information on Kilkenny County Council IT systems is restricted to required personnel. Data is transmitted to Enterprise Ireland from the Local Enterprise Office via the Enterprise Ireland System.</p>	

Table 11.2.3.1

11.2.3.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>The staff of the Local Enterprise Office are provided with appropriate equipment which is secured and encrypted if necessary. In respect of the Local Enterprise Office users are authenticated proportionate with the level of risk associated to the access of the data. Access to the data is restricted to staff members who are employed for the direct purpose for which the data is being shared.</p> <p>Kilkenny County Council implements multiple cybersecurity protocols and measures. As a matter of policy, we do not disclose details of systems and processes which could in any way compromise our information security.</p>	
11.2.3.3 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 11.2.3.2



11.2.3 Parties Disclosing Data - Carlow County Council

The following questions should be completed by the party disclosing data in the data sharing agreement. All questions should be answered in a manner that does not compromise any security measures in place.

11.2.3.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Carlow County Council systems restrict access to the information only to required personnel and the extracted information is further protected in transit and at rest by encryption controls. Paper based communications are protected by registered post.</p>	

Table 11.2.3.1

11.2.3.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Executive Members from the Local Enterprise Office are provided with laptops and mobile phones which are secured and encrypted. For remote access we currently used with Multi Factor Authentication system.</p> <p>In respect of the Local Enterprise Office users are authenticated proportionate with the level of risk associated to the access of the data. Access to the data is restricted to staff members who are employed for the direct purpose for which the data is being shared. The Head of Economic Development & Enterprise in consultation with IT manages the data access levels for staff within the Local Enterprise Office</p> <p>Carlow County Council implements multiple cybersecurity protocols and measures, as a matter of policy we do not disclose details of systems and processes which could in any way compromise the Councils information security posture. In particular, it is not considered appropriate to disclose information the Councils cyber activities and the resourcing of same for both security and operational reasons.</p>	
11.2.3.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	YES

Table 11.2.3.2



11.2.4 Parties Disclosing Data - ~~Westmeath County Council~~

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.4.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Nigel Hughes, IT Security Officer of Westmeath County Council has confirmed all security measure are in place as of 07/11/2022</p>	

Table 11.2.4.1

11.2.4.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p> <p>"It is our understanding from our SLA (dated\signed 2014) that Enterprise Ireland have implemented robust and secure IT security policies and controls which ensure that data stored in the GMIS portal is fully encrypted.</p> <p>If Westmeath County Council (WCC) staff access the GMIS portal from a corporate supplied, managed and secured device located on the WCC corporate network, then data entered into the GMIS portal will be more secure. We also acknowledge that we have read the agreement sent on by Shirley Murray(EI) sent 19th September.</p>	
11.2.4.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	YES

Table 11.2.4.2



11.2.5 Parties Disclosing Data - Wicklow County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.5.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Access to information on Wicklow County Council IT systems is restricted to required personnel. Data is transmitted to Enterprise Ireland from the Local Enterprise Office via the Enterprise Ireland System.</p>	

Table 11.2.5.1

11.2.5.2 – 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.

The staff of the Local Enterprise Office are provided with appropriate equipment which is secured and encrypted if necessary. In respect of the Local Enterprise Office, users are authenticated proportionate with the level of risk associated to the access of the data. Access to the data is restricted to staff members who are employed for the direct purpose for which the data is being shared.

Wicklow County Council implements multiple cyber security protocols and measures. As a matter of policy, we do not disclose details of systems and processes which could in any way compromise our information security.

11.2.5.3 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 11.2.5.2



11.2.6 Parties Disclosing Data - South Dublin County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.6.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Enterprise Ireland provides access to approved LEO and EI staff across secure platforms to facilitate the sharing of data necessary for the delivery of services. Both Enterprise Ireland and the Local Authorities employ secure organisational and technical measures such as access control, authentication, network security and encryption to protect and safeguard all personal data prior to, during and after transmission.</p> <p>Password Change Process:</p> <p>There is a password policy in place.</p> <p>Data Transfer:</p> <p>SSL encryption is used when transferring data from the user's web client to the webserver. This provides an authentication process to ensure that both devices encrypt/secure the transfer of data from the web client to the webserver. The SSL certification process is renewed annually.</p> <p>Security Standards:</p> <p>The site receives an A+ rating from https://www.ssllabs.com/ and periodic penetration tests are also undertaken to identify security vulnerabilities for rectification.</p>	

Table 11.2.6.1

11.2.6.2 – 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.

Access/Privileged Access:

Access to the grant management Information system is controlled by Enterprise Ireland, with each LEO Head of Enterprise approving access to the system for their respective staff. Enterprise Ireland access is restricted to a dedicated number of staff who need functional access to provide administration functions and complete system functions.

Username/Password

Dedicated username (email address) and complex passwords rules are in place (Password must be a combination of characters -upper/lower case, alphanumeric, minimum length) for all users to authenticate against, with different role access given to users at the point of creation (Local Enterprise Offices Groups, Read Access, Write Access). These roles restrict access to data and functions within the system

South Dublin Council Council

All Council owned laptops / desktops / mobile phones where permitted to be used to access the GMIS are encrypted.

11.2.6.3 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 11.2.6.2

**11.2.7 Parties Disclosing Data – Waterford City and County Council**

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.7.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data is sent from Waterford City & County Council to Enterprise Ireland using a secure process. The data is encrypted and can only then be decrypted by the intended recipient.</p>	

Table 11.2.7.1

11.2.7.2 – 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.

Waterford City & County Council has an Information Security Policy in place to protect information, reducing the likelihood of potential threats. The policy conforms to the Department of the Environment, Climate and Communications Public Sector Cyber Security Baseline Standards document published in November 2021.

11.2.7.3 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 11.2.7.2



11.2.8 Parties Disclosing Data - Sligo County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.8.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Access to information on Sligo County Council IT systems is restricted to required personnel. Data is transmitted to Enterprise Ireland from the Local Enterprise Office via the Enterprise Ireland System.</p>	

Table 11.2.8.1

11.2.8.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>The staff of the Local Enterprise Office are provided with appropriate equipment which is secured and encrypted if necessary. In respect of the Local Enterprise Office users are authenticated proportionate with the level of risk associated to the access of the data. Access to the data is restricted to staff members who are employed for the direct purpose for which the data is being shared.</p> <p>Sligo County Council implements multiple cybersecurity protocols and measures. As a matter of policy, we do not disclose details of systems and processes which could in any way compromise our information security.</p>	
11.2.8.3 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 11.2.8.2



11.2.9 Parties Disclosing Data – Monaghan County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.9.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data is transmitted to Enterprise Ireland from the Local Enterprise Office in Monaghan County Council via secured devices provided by Monaghan County Council and secure platforms hosted by Enterprise Ireland. Enterprise Ireland and Monaghan County Council have robust technical administrative measures in place to ensure the data is safeguarded and only authorised staff within Enterprise Ireland and the Local Enterprise Office in Monaghan County Council are given access. Once Monaghan County Council LEO staff access the Enterprise Ireland portal from their corporate supplied, managed and secured device located on the Monaghan County Council corporate network, then data entered into the EI platform will be secure.</p>	

Table 11.2.9.1

11.2.9.2 – 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.



Enterprise Ireland provides access to approved Local Enterprise Office and Enterprise Ireland staff across secure platforms to facilitate the sharing of data necessary for the delivery of services. Both Enterprise Ireland and Monaghan County Council employ secure organisational and technical measures such as access control, authentication, network security and encryption to protect and safeguard all personal data prior to, during and after transmission.]

11.2.9.3 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 11.2.9.2



11.2.10 Parties Disclosing Data – [Cork City Council]

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.10.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data is transmitted to Enterprise Ireland (EI) from the Local Enterprise Office (LEO) in Cork City Council via platforms hosted by EI. EI has robust technical and organisational measures in place to ensure the data is safeguarded and only authorised staff within EI and LEO are given access.</p>	

Table 11.2.10.1

11.2.10.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Enterprise Ireland provides access to approved LEO and EI staff across secure platforms to facilitate the sharing of data necessary for the delivery of services. Both Enterprise Ireland and the Local Authorities employ secure organisational and technical measures such as access control, authentication, network security and encryption to protect and safeguard all data prior to, during and after transmission.</p>	
11.2.1.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.10.2



11.2.11 Parties Disclosing Data – Clare County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.11.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data recorded on GMIS which is managed and controlled by Enterprise Ireland. Access is password protected.</p>	

Table 11.2.11.1

11.2.11.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Any personal data requiring submission by email is sent via Secure File Transfer.</p>	
11.2.11.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.11.2



11.2.12 Parties Disclosing Data – Roscommon County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.12.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Enterprise Ireland (EI) has made a browser/web based system available to Roscommon Co. Co. LEO (RCC) staff for the entering and processing of relevant data.</p> <p>This web/cloud based system is managed and controlled by EI. EI has advised RCC IS Dept that data transmitted using this solution has robust encryption services in place.</p> <p>EI has further advised that it has robust technical and organisation measures in place, to ensure the data is safeguarded, and only authorised staff within EI and the LEOs/RCC are given access.</p>	

Table 11.2.12.1

11.2.12.2 – 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.

RCC has technical and organisational measures in place in line with its Information Security policies to protect data prior to transmission.

These measure include but are not limited to:

- Policies, guidelines and procedures governing information security.
- Network security , endpoint protection
- Password protection for computer access.
- Appropriate antivirus software and firewalls used to protect integrity and security of electronically processed data.
- Unique identifiers for every user with access to data.
- Appropriate security where remote access is allowed.



<ul style="list-style-type: none">▪ Encryption of data held on portable devices.▪ Data breach procedures.▪ Appropriate physical security.▪ Staff training and awareness.▪ Having back-ups of data off-site. <p>EI has advised that it provides access to approved LEO and EI staff across secure platforms to facilitate the sharing of data necessary for the delivery of services, and that it employs secure organisational and technical measures such as network security and encryption to protect and safeguard all personal data prior to , during and after transmission.</p>	
11.2.12.3 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 11.2.12.2



11.2.13 Parties Disclosing Data – Donegal County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.13.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Datasets will be transferred securely using a robust data transfer tool.</p>	

Table 11.2.13.1

11.2.13.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>The tool used will compress, encrypt and password protect the dataset.</p>	
11.2.13.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.13.2



11.2.14 Parties Disclosing Data – Kerry County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.14.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p> <p>Data is transmitted to Enterprise Ireland (EI) from the Local Enterprise Offices (LEOs) in each Local Authority via secure platforms hosted by EI. EI has robust technical and organisational measures in place to ensure the data is safeguarded and only authorised staff within EI and the LEOs are given access</p>

Table 11.2.14.1

11.2.1.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Enterprise Ireland provides access to approved EI and LEO staff across secure platforms to facilitate the sharing of data necessary for the delivery of services. Both Enterprise Ireland and the Local Authorities employ secure organisational and technical measures such as access control, authentication, network security and encryption to protect and safeguard all personal data prior to, during and after transmission.</p>	
11.2.1.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.14.2



11.2.15 Parties Disclosing Data – Cavan County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.15.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data is transmitted to Enterprise Ireland (EI) from the Local Enterprise Office (LEO) in each Local Authority via secure platforms hosted by EI. EI has robust technical and organisational measures in place to ensure the data is safeguarded and only authorised staff within EI and the LEOs are given access.</p>	

Table 11.2.15.1

11.2.15.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Enterprise Ireland provides access to approved LEO and EI staff across secure platforms to facilitate the sharing of data necessary for the sharing of data necessary for the delivery of services. Both Enterprise Ireland and the Local Authorities employ secure organizational and technical measures such as access control, authentication, network security and encryption to protect and safeguard all personal data prior to, during and after transmission.</p>	
11.2.15.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.15.2



11.2.16 Parties Disclosing Data – Meath County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.16.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data is transmitted to Enterprise Ireland from the Local Enterprise Office in Meath County Council via secured devices provided by Meath County Council and secure platforms hosted by Enterprise Ireland. Enterprise Ireland and Meath County Council have robust technical administrative measures in place to ensure the data is safeguarded and only authorised staff within Enterprise Ireland and the Local Enterprise Office in Meath County Council are given access. Once Meath County Council LEO staff access the Enterprise Ireland portal from their corporate supplied, managed and secured device located on the Meath County Council corporate network, then data entered into the EI platform will be secure. </p>	

Table 11.2.16.1

11.2.16.2 – 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.



Enterprise Ireland provides access to approved Local Enterprise Office and Enterprise Ireland staff across secure platforms to facilitate the sharing of data necessary for the delivery of services. Both Enterprise Ireland and Meath County Council employ secure organisational and technical measures such as access control, authentication, network security and encryption to protect and safeguard all personal data prior to, during and after transmission.

11.2.16.3 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 11.2.16.2

**11.2.17 Parties Disclosing Data - Fingal**

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.17.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data is encrypted.</p>	

Table 11.2.17.1

11.2.17.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Data is saved using online systems that are password protected.</p>	
11.2.17.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.17.2



11.2.18 Parties Disclosing Data – Galway County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.18.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>SSL encryption is used when transferring data from the user’s web client to the webserver. This provides an authentication process to ensure that both devices encrypt/secure the transfer of data from the web client to the webserver. The SSL certification process is renewed annually.</p>	

Table 11.2.18.1

11.2.18.2 – 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.



Access/Privileged Access:

Access to the grant management Information system is controlled by Enterprise Ireland, with each LEO Head of Enterprise approving access to the system for their respective staff. Enterprise Ireland access is restricted to a dedicated number of staff who need functional access to provide administration functions and complete system functions.

Username/Password

Dedicated username (email address) and complex passwords rules are in place (Password must be a combination of characters -upper/lower case, alphanumeric, minimum length) for all users to authenticate against, with different role access given to users at the point of creation (Local Enterprise Offices Groups, Read Access, Write Access). These roles restrict access to data and functions within the system

Password Change Process:

User passwords are changed every 60 days. This is forced by the system

Data Transfer:

SSL encryption is used when transferring data from the user’s web client to the webserver. This provides an authentication process to ensure that both devices encrypt/secure the transfer of data from the web client to the webserver. The SSL certification process is renewed annually.

Security Standards:

The site receives an A+ rating from <https://www.ssllabs.com/> and periodic penetration tests are also undertaken to identify security vulnerabilities for rectification.

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11.2.18.3 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 11.2.18.2



11.2.19 Parties Disclosing Data – Cork County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.19.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>So long as the data being shared is transmitted via the Enterprise Ireland systems mentioned in section 9.5 on page 25 of the main data sharing agreement document.</p> <p>However, if a situation arises whereby data needs to be shared electronically by any other means e.g. e-mail, then engagement with Cork County Council’s ICT Department is required, so that the data can be packaged and shared via a safe, secure, encrypted and auditable channel. </p>	

Table 11.2.19.1

11.2.19.2 – 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.



For all personal data that needs to be shared outside of the Enterprise Ireland IT systems, a process is used whereby the data is compressed, hashed, and encrypted. This data package is then transmitted via FileCloud, which will have an encrypted connection with the relevant receiver (who will be given access to the system by Cork County Council's ICT Department). All transmissions are logged and notification is received once the intended recipient receives/downloads the transmitted data.]

11.2.19.3 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 11.2.19.2



11.2.20 Parties Disclosing Data – Longford County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.20.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Longford County Council utilise encryption technologies for the transmission of data.</p>	

Table 11.2.20.1

11.2.20.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Longford County Council utilise Microsoft 365 services including Exchange Online and Microsoft OneDrive for the transmission of data with external parties. These services implement multiple levels of encryption which ensure that data that is securely protected in transit and at rest. Microsoft are an industry leader in cloud technologies and provide some of the strongest encryption methods available. https://docs.microsoft.com/en-us/microsoft-365/compliance/office-365-encryption-in-the-microsoft-cloud-overview?view=o365-worldwide</p> <p>Longford County Council staff are issued with corporate devices that are encrypted and patched on a regular basis.</p>	
11.2.20.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.20.2



11.2.21 Parties Disclosing Data – Laois County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.21.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>All council issued devices are encrypted and secured in line with the Laois County Council Acceptable Usage Policy.</p> <p>Data transferred from a Laois County Council device to the Secured Enterprise Ireland portal will be encrypted and secured.</p>	

Table 11.2.21.1

11.2.21.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Laois County council LEO staff when accessing the EI portal from a corporate supplied, managed and secured device, located on the Laois County Council corporate network, will be secure in line with our local Acceptable Use policy for the storage and transmission of data.</p>	
11.2.21.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.21.2



11.2.22 Parties Disclosing Data - Dun Laoghaire/Rathdown County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.22.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p> <p>Staff in DLR are provided with laptops which are encrypted, patched with up-to-date anti-virus software. There is email scanning to prevent malware as well as considerable firewall security to secure the DLR network.</p>

Table 11.2.22.1

11.2.22.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Staff will be instructed to use DLR devices which are secure – as outlined below – however the connection to EI for transmitting data is managed by EI and is not under the control of DLR.</p>	
11.2.22.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.22.2



11.2.23 Parties Disclosing Data – Galway City Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.23.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>LEO data for the Galway region is managed through Galway County Council.</p>	

Table 11.2.23.1

11.2.23.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>LEO data for the Galway region is managed through Galway County Council.</p>	
11.2.23.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.23.2



11.2.24 Parties Disclosing Data – Kildare County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.24.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <p>Data is transmitted to Enterprise Ireland (EI) by the Local Enterprise Offices (LEOs) in each Local Authority via GMIS – a secure platform hosted by EI.</p> <p>EI has robust technical and organisational measures in place to ensure the data is safeguarded and only authorised LEO and EI staff are given access.</p> <p>In addition, data is shared via encrypted email.</p>

Table 11.2.24.1

11.2.24.2 – 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.



Recognising that the GMIS is a legacy system and is not a new system. EI confirm that all reasonable steps to improve security have been undertaken over the years and this can be confirmed by the current A+ rating from <https://www.ssllabs.com/> Considering that the system is legacy, and a replacement platform has been proposed, encryption at rest is currently not possible.

Enterprise Ireland also confirm that database backups are encrypted together with encryption while in transit (SSL). Enterprise Ireland use external security consultants to undertake penetration tests on systems over a periodic basis.

All Kildare County Council staff use Microsoft office 365 as their email system, this system is secured by a username and password and in certain circumstances MFA is applied. All data is held in the Microsoft Azure cloud.

11.2.24.3 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 11.2.24.2

**11.2.25 Parties Disclosing Data – Leitrim County Council**

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.25.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data is transmitted to Enterprise Ireland (EI) from the Local Enterprise Offices (LEO) in Leitrim Co Council via secure platforms hosted by EI. EI has robust technical and organisational measures in place to ensure the data is safeguarded and only authorised staff within EI and Leitrim Co Council LEO are given access.</p>	

Table 11.2.25.1

11.2.25.2 – 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.

Enterprise Ireland provides access to approved Leitrim Co Council LEO staff and EI staff across secure platforms to facilitate the sharing of data necessary for the delivery of services. Both Enterprise Ireland and Leitrim Co Council employ secure organisational and technical measures such as access control, authentication, network security and encryption to protect and safeguard all personal data prior to, during and after transmission.

11.2.25.3 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

**11.2.26 Parties Disclosing Data – Limerick City and County Council**

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.26.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Data is transmitted to Enterprise Ireland (EI) from the Local Enterprise Offices (LEOs) in each Local Authority via secure platforms hosted by EI. EI has robust technical and organisational measures in place to ensure the data is safeguarded and only authorised staff within EI and the LEOs are given access.</p>	

Table 11.2.26.1

11.2.26.2 – 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.

Enterprise Ireland provides access to approved LEO and EI staff across secure platforms to facilitate the sharing of data necessary for the delivery of services. Both EI and the Local Authorities employ secure organisational and technical measures such as access control, authentication, remote security and encryption to protect and safeguard the personal data prior to, during and after transmission.

11.2.26.3 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 11.2.26.2



11.2.27 Parties Disclosing Data – Louth County Council(LCC)

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.27.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p> <p>Enterprise Ireland (EI) has made a browser/web based system available to Louth Co. Co. LEO (LCC) staff for the entering and processing of relevant data.</p> <p>This web/cloud based system is managed and controlled by EI. EI has advised LCC IT Section that data transmitted using this solution has robust encryption services in place.</p> <p>EI has further advised that it has robust technical and organisation measures in place, to ensure the data is safeguarded, and only authorised staff within EI and the LEOs/LCC are given access.</p>

Table 11.2.27.1

11.2.27.2 – 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.

LCC has technical and organisational measures in place in line with its Information Security policies to protect data prior to transmission.

These measure include but are not limited to:

- Policies, guidelines and procedures governing information security.
- Network security , endpoint protection
- Password protection for computer access.
- Appropriate antivirus software and firewalls used to protect integrity and security of electronically processed data.
- Unique identifiers for every user with access to data.
- Appropriate security where remote access is allowed.
- Encryption of data held on portable devices.



- Data breach procedures.
- Appropriate physical security.
- Staff training and awareness.
- Having back-ups of data

EI has advised that it provides access to approved LEO and EI staff across secure platforms to facilitate the sharing of data necessary for the delivery of services, and that it employs secure organisational and technical measures such as network security and encryption to protect and safeguard all personal data prior to , during and after transmission. |

11.2.27.3 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 11.2.27.2



11.2.28 Parties Disclosing Data – Mayo County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.28.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p> <p>EI has advised that that data transmitted using this solution has robust encryption services in place. EI has further advised that it has robust technical and organisation measures in place, to ensure the data is safeguarded, and only authorised staff within EI and the LEOs are given access.</p>

Table 11.2.28.1

11.2.28.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>To make the portal safer, all the data that is entered should be encrypted, all users should have MFA on their account and if Mayo County Council staff access the portal from a corporate supplied, managed and secured device located on the MCC corporate network, then data entered into the portal will be more secure. Data sharing should comply with data protection requirements also.</p>	
11.2.28.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.28.2



11.2.29 Parties Disclosing Data – Offaly County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.29.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<ul style="list-style-type: none"> • Webfiltering in place • Security updates installed on browsers <p>Endpoint Protection installed and updated daily</p>	

Table 11.2.29.1

11.2.29.2 – SECURITY STATEMENT	
<p>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.</p> <p>You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.</p>	
<p>Managed Threat response technology used to detect cyberattacks.</p>	
11.2.29.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
<p>Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.</p>	<p>YES</p>

Table 11.2.29.2



11.2.30 Parties Disclosing Data - [Tipperary County Council]

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.30.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Enterprise Ireland (EI) has made a browser/web based system available to Tipperary Co. Co. LEO (TCC) staff for the entering and processing of relevant data. This web/cloud based system is managed and controlled by EI. EI has advised TCC tT Section that data transmitted using this solution has robust encryption services in place. EI has further advised that it has robust technical and organisation measures in place, to ensure the data is safeguarded, and only authorised staff within EI and the LEOs/TCC are given access. </p>	

Table 11.2.30.1

11.2.30.2 – 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.



TCC has technical and organisational measures in place in line with its Information Security policies to protect data prior to transmission.

These measure include but are not limited to:

- Policies, guidelines and procedures governing information security .
- Network security, endpoint protection
- Password protection for computer access.
- Appropriate antivirus software and firewalls used to protect integrity and security of electronically processed data.
- Unique identifiers for every user with access to data.
 - Appropriate security where remote access is allowed.
 - Encryption of data held on portable devices.
- Data breach procedures.
- Appropriate physical security.
- Staff training and awareness.
- Having back-ups of data off-site.

EI has advised that it provides access to approved LEO and EI staff across secure platforms to facilitate the sharing of data necessary for the delivery of services, and that it employs secure organisational and technical measures such as network security and encryption to protect and safeguard all personal data prior to , during and after transmission.]

11.2.30.3 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 11.2.30.2



11.2.31 Parties Disclosing Data – Wexford County Council

The following questions should be completed by the party disclosing data in the data sharing agreement.

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

11.2.31.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<p>Enterprise Ireland (EI) has made a browser/web based system available to Wexford County Council. LEO (WCC) staff for the entering and processing of relevant data.</p> <p>This web/cloud based system is managed and controlled by EI. EI has advised WCC IT Section that data transmitted using this solution has robust encryption services in place.</p> <p>EI has further advised that it has robust technical and organisation measures in place, to ensure the data is safeguarded, and only authorised staff within EI and the LEOs/WCC are given access.</p>	

Table 11.2.31.1

11.2.31.2 – 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.

WCC has technical and organisational measures in place in line with its Information Security policies to protect data prior to transmission.

These measures include but are not limited to:

- Policies, guidelines and procedures governing information security.
- Network security, endpoint protection
- Active monitoring
- Automatic locking of idle PC's
- Multi factor authentication
- Password protection for computer access.



- Appropriate antivirus software and firewalls used to protect integrity and security of electronically processed data.
- Unique identifiers for every user with access to data.
- Appropriate security where remote access is allowed.
- Encryption of data held on portable devices.
- Data breach procedures.
- Appropriate physical security.
- Staff training and awareness.
- Having back-ups of data off-site.

EI has advised that it provides access to approved LEO and EI staff across secure platforms to facilitate the sharing of data necessary for the delivery of services, and that it employs secure organisational and technical measures such as network security and encryption to protect and safeguard all personal data prior to , during and after transmission.]

11.2.31.3 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 11.2.31.2



11.2.32 Party Receiving Data- Enterprise Ireland (Lead Agency)

The following questions should be completed by the party receiving the disclosure of data/ Lead Agency, 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.

11.2.32	PARTY/PARTIES RECEIVING DATA STATEMENTS	COMPLIES	DOES NOT COMPLY	NOT APPLICABLE
11.2.32.1	<p>In relation to the disclosed data - access permissions and authorisations are managed appropriately and periodically revalidated.</p> <p>Please provide details for all non-complying or 'not applicable' statements.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2.32.2	<p>Appropriate controls are in place if the disclosed data is accessed remotely.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2.32.3	<p>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.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2.32.4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	<p>Appropriate controls and policies are in place, which minimise the risk of unauthorised access (e.g. through removable media).</p> <p>Please provide details of the protections in place and how they are managed.</p>	<p>Username and password is required to access the data. Enterprise Ireland does not allow the use of removable media which is stated in the IT Security Policy for Enterprise Ireland staff.</p> <p>Devices are provided by each of the local authorities for access by LEO staff.</p>		
11.2.32.5	<p>Data is encrypted at rest on mobile devices such as laptops and removable media.</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>Encryption software is operational on all laptops provided by Enterprise Ireland.</p>		
11.2.32.6	<p>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.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<p>Training is in place around the appropriate use of the system and data contained therein.</p>		
11.2.32.7	<p>Do you have policy in place that protects data from accidental erasure or other loss?</p> <p>Please provide details.</p>	<p>Procedures are in place to replicate the data and an adequate backup system is in operation in the case of accidental erasure or data loss.</p>		



11.2.32.8	Is data stored in a secure location only for as long as necessary and then securely erased? Please provide details.	Data is securely stored and erased when necessary.
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Table 11.2.3

11.2.32.9 – 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.	
<p>A number of Security Measures have been developed and implemented by Enterprise Ireland in order to protect personal data gathered, processed and shared :</p> <ul style="list-style-type: none"> • to prevent any unauthorised person from gaining access to computer systems processing personal data; • to prevent any unauthorised reading, copying, sharing, alteration or removal of personal data; • to prevent any unauthorised disclosure, alteration or erasure of stored personal data; • to ensure that authorised users of a data processing system can access only the personal data required to meet the requirements of their role; • to record which personal data has been communicated, at what times and to whom; • to ensure that logs and access records for personal data being processed in the organisation are being maintained; and • to ensure that personal data cannot be accessed, read, copied or erased except by authorised personnel. <p>Enterprise Ireland has robust policies such as IT Security Policy, Mobile Device Policy and Software Usage Policy as well as documented IT processes and procedures. </p>	
11.2.2.10 SECURITY SPECIALIST LEAD AGENCY /PARTY 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	All data is retained or deleted in accordance with the relevant category guidelines outlined in the Local Authority's & Enterprise Ireland's Data Retention Guidelines. Retention periods vary depending on several factors such as funding source, audit requirements and legislation.
2. Information resulting from the processing of the data	All data is retained or deleted in accordance with the relevant category guidelines outlined in the Local Authority's & Enterprise Ireland's Data Retention Guidelines. Retention periods vary depending on several factors such as funding source, audit requirements and legislation.

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	Records are destroyed in a secure manner in line with agreed records retention guidelines.
2. Information resulting from processing of the data	Records are destroyed in a secure manner in line with agreed records retention guidelines.

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.

14.3 Termination/Expiry

Immediately on termination or expiry of this agreement, or otherwise on request by Enterprise Ireland, the Local Authority must and shall procure that its subcontractors shall:

- a. return all the Personal Data to Enterprise Ireland; or
- b. destroy all the Personal Data, in a manner agreed to by Enterprise Ireland at Enterprise Irelands election, unless a law binding on the Local Authority or its subcontractors prevents it from doing as requested.



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 International Data Transfers

The parties must not, without prior written approval transfer outside of the EU/EEA (European Economic Area) any personal data processed in connection with this agreement. Where personal data must be transferred outside of the EU/EEA, appropriate transfer mechanisms must be in place providing adequate data safeguards.

15.8 Data Subject Rights

That the rights of data subjects, within the meaning of those set out in the GDPR, are respected and that the exercise of those rights is facilitated by the Local Authority and Enterprise Ireland as appropriate, and that they shall co-operate as required to ensure that such rights are respected.

15.9 Data Breaches

That any personal data breach is notified by Enterprise Ireland and the Local Authority to each other immediately as it arises and in any event no later than the breach is notified to the Data Protection Authority in line with each party's breach notification procedure.

- i. If a personal data breach occurs on the online grant management information system, Enterprise Ireland shall be responsible for any required notifications and remedial actions and Local Authority shall co-operate as required.
- ii. If a personal data breach occurs on the Local Authority's information system or premises the Local Authority shall be responsible for any required notifications and remedial actions and Enterprise Ireland shall co-operate as required.



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	<input type="checkbox"/>
Has not been conducted	<input checked="" type="checkbox"/> <p>This processing has been carried out since the CEB Dissolution Act 2014. This is not new processing and the data is not considered high risk. There is no new technology involved in the processing and no automated decision making, profiling or monitoring of data subjects. The processing is not deemed necessary for a DPIA according to the DPC guidelines. Therefore a DPIA was not conducted.</p>

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.

| Following the enactment of the County Enterprise Boards (Dissolution) Act 2014 the dissolution of the City and County Enterprise Boards occurred. As part of this, the functions, assets and liabilities of the City and County Enterprise Boards were transferred to Enterprise Ireland, under the aegis of the Department of Enterprise, Trade and Employment.

The Enterprise Ireland LEO Central Co-Ordination Unit carries out functions agreed between the Department of Enterprise, Trade and Employment and Enterprise Ireland. The role of this unit is to provide support to the LEOs which enhances the impact of the LEOs on the development of micro-enterprise and small business, enhancing their effectiveness and efficiency. The support provided includes strategic, administrative, technical and financial support. The latter includes administering the distribution of DETE (Department of Enterprise, Trade and Employment) funding to each County / City Council / LEO in accordance with procedures agreed between Enterprise Ireland and DETE, to meet the LEO funding requirements and to enable it to discharge its obligations in the performance of its functions. The Central Co-Ordination Unit has a key role in maximising the impact of each LEO in the State.

As part of Enterprise Ireland's role in this regard, several IT systems are provided for use by the LEOs. These systems are owned, managed and supported by Enterprise Ireland. Each LEO uses the systems for the input, monitoring and tracking of funding and training applications.

To ensure consistency of service provision across all 31 Local Enterprise Offices to enable a streamlined client journey, the sharing of data between the bodies is necessary and proportionate.

|



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.

Enterprise Ireland has robust security measures in place for both external and internal access to its IT systems. These measures apply to all stages of data exchange from initial disclosure to continued access, modification, exchange and storage.

Both Enterprise Ireland and the local authorities employ secure organisational and technical measures such as access control, authentication, network security and encryption to protect and safeguard all personal data.

The Parties apply the principles of GDPR to the data such as accuracy, data minimisation and appropriate retention while ensuring that the data protection policies are in place which inform data subjects of their enforceable rights under the GDPR. The LEO website which is hosted, managed and maintained by Enterprise Ireland outlines the relevant privacy policies.

The high level of safeguards in place by both Parties reflect the confidential nature of the data and are proportionate to the nature of processing.



18. Schedule C

18.1 List of Parties to this Agreement (Lead Agency)

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.

No.	PARTY NAME	ADDRESS
1.	Dublin City	Dublin City Council, Civic Offices, Wood Quay, Dublin 8.
2.	Kilkenny CoCo	Kilkenny County Council, County Hall, Johns Street, Kilkenny.
3.	Carlow County Council	Carlow County Council, County Offices, Athy Road, Co. Carlow.
4.	Westmeath County Council	Westmeath County Council, County Offices, Mount Street, Mullingar, Co. Westmeath.
5.	Wicklow County Council	Wicklow County Council, County Buildings, Station Road, Wicklow.
6.	South Dublin County Council	South Dublin County Council, Tallaght, Dublin 24.
7.	Waterford Council	Waterford City and County Council, City Hall, The Mall, Waterford.
8.	Sligo County Council	Sligo County Council, Riverside, Sligo.
9.	Monaghan County Council	Monaghan County Council, County Offices, The Glen, Monaghan.
10.	Cork City Council	Cork City Council, City Hall, Cork City.
11.	Clare County Council	Clare County Council, New Road, Ennis, Co. Clare.
12.	Roscommon County Council	Roscommon County Council, Courthouse, Roscommon.
13.	Donegal County Council	Donegal County Council, County House, Lifford, Co. Donegal.
14.	Kerry County Council	Kerry County Council, Áras an Chontae, Rathass, Tralee, Co. Kerry.
15.	Cavan County Council	Cavan County Council, Courthouse, Farnham Street, Co. Cavan.
16.	Meath County Council	Meath County Council, Buvinda House, Dublin Road, Navan, Co. Meath. C15 Y291
17.	Fingal County Council	Fingal County Council, County Hall, Main Street, Swords, Co. Dublin.
18.	Galway County Council	Galway County Council, County Hall, Prospect Hill, Galway.
19.	Cork County Council	Cork County Council, County Hall, Carrigrohane Road, Cork. T12 R2NC
20.	Longford County Council	Longford County Council, Áras an Chontae, Great Water Street, Longford.



21.	Laois County Council	Laois County Council, County Hall, Portlaoise, Co. Laois.
22.	Dún Laoghaire/ Rathdown County Council	Dún Laoghaire/Rathdown County Council, Town Hall, Dún Laoghaire, Co. Dublin.
23.	Galway City Council	Galway City Council, City Hall, College Road, Galway.
24.	Kildare County Council	Kildare County Council, ÁRAS Chill Dara, Devoy Park, Naas, Co. Kildare.
25.	Leitrim County Council	Leitrim County Council, Áras an Chontae, Carrick on Shannon, Co. Leitrim.
26.	Limerick City and County Council	Limerick City and County Council, City Hall, Merchants Quay, Limerick.
27.	Louth County Council	Louth County Council, County Hall, Millennium Centre, Dundalk, Co. Louth.
28.	Mayo County Council	Mayo County Council, Castlebar, Co. Mayo.
29.	Offaly County Council	Offaly County Council, Áras an Chontae, Charleville Road, Tullamore, Co. Offaly.
30.	Tipperary County Council	Tipperary County Council, Civic Offices, Limerick Road, Nenagh, Co. Tipperary.
31.	Wexford County Council	Wexford County Council, County Hall, Carrick Lawn, Wexford.



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:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held:	[Insert position of Authorised Signatory]
Email:	<input type="text"/>
For and on behalf of:	[Insert name of organisation]

Table 19.1

19.2 Other Party/Parties 1. Dublin City Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.2



19.3 Other Party/Parties 2. Kilkenny County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.3

19.4 Other Party/Parties 3. Carlow County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.4

19.5 Other Party/Parties 4. Westmeath County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.5



19.6 Other Party/Parties 5. Wicklow County Council

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.6

19.7 Other Party/Parties 6. South Dublin County Council

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.7

19.8 Other Party/Parties 7. Waterford Council

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.8



19.9 Other Party/Parties 8. Sligo County Council

OTHER PARTY			
Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>		
Position held;	<input type="text"/>		
Email:	<input type="text"/>		
For and on behalf of:	<input type="text"/>		

Table 19.9

19.10 Other Party/Parties 9. Monaghan County Council

OTHER PARTY			
Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>		
Position held;	<input type="text"/>		
Email:	<input type="text"/>		
For and on behalf of:	<input type="text"/>		

Table 19.10

19.11 Other Party/Parties 10. Cork City Council

OTHER PARTY			
Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>		
Position held;	<input type="text"/>		
Email:	<input type="text"/>		
For and on behalf of:	<input type="text"/>		

Table 19.11



19.12 Other Party/Parties 11. Clare County Council

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.12

19.13 Other Party/Parties 12. Roscommon County Council

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.13

19.14 Other Party/Parties 13. Donegal County Council

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.14



19.15 Other Party/Parties 14. Kerry County Council

OTHER PARTY			
Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>		
Position held;	<input type="text"/>		
Email:	<input type="text"/>		
For and on behalf of:	<input type="text"/>		

Table 19.15

19.16 Other Party/Parties 15. Cavan County Council

OTHER PARTY			
Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>		
Position held;	<input type="text"/>		
Email:	<input type="text"/>		
For and on behalf of:	<input type="text"/>		

Table 19.16

19.17 Other Party/Parties 16. Meath County Council

OTHER PARTY			
Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>		
Position held;	<input type="text"/>		
Email:	<input type="text"/>		
For and on behalf of:	<input type="text"/>		

Table 19.17



19.18 Other Party/Parties 17. Fingal County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.18

19.19 Other Party/Parties 18. Galway County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.19

19.20 Other Party/Parties 19. Cork County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.20



19.21 Other Party/Parties 20. Longford County Council

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.21

19.22 Other Party/Parties 21. Laois County Council

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.22

19.23 Other Party/Parties 22. Dun Laoghaire / Rathdown

OTHER PARTY	
Signature:	Date:
Print Name:	
Position held;	
Email:	
For and on behalf of:	

Table 19.23



19.24 Other Party/Parties 23. Galway City Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.24

19.25 Other Party/Parties 24. Kildare County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.25

19.26 Other Party/Parties 25. Leitrim County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.26



19.27 Other Party/Parties 26. Limerick City & County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.1

19.28 Other Party/Parties 27. Louth County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.1

19.29 Other Party/Parties 28. Mayo County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.29



19.30 Other Party/Parties 29. Offaly County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.30

19.31 Other Party/Parties 30. Tipperary County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.31

19.32 Other Party/Parties 31. Wexford County Council

OTHER PARTY	
Signature:	<input type="text"/> Date: <input type="text"/>
Print Name:	<input type="text"/>
Position held;	<input type="text"/>
Email:	<input type="text"/>
For and on behalf of:	<input type="text"/>

Table 19.31



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:	Shirley Murray	Date:	21/9/22
Print Name:	SHIRLEY MURRAY		
Position:	Data Protection Officer		
Email:	Shirley.murray@enterprise-ireland.com		
For and on behalf of:	Enterprise Ireland		

Table 20.0



Other Party/Parties DPO Statement 1 Dublin City

OTHER PARTY DATA PROTECTION OFFICER 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:	<div style="display: flex; align-items: center;"> <div style="margin-left: 20px;">Date: 22/09/2022</div> </div>
Print Name:	YVONNE C KELLY
Position:	Data Protection Officer DUBLIN CITY COUNCIL
Email:	Yvonne.kelly@dublincity.ie
For and on behalf of:	Dublin City Council

Table 20.1



Other Party/Parties DPO Statement 2 Kilkenny


OTHER PARTY DATA PROTECTION OFFICER 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:	 Date: 22/09/2022
Print Name:	Eamonn Tyrrell
Position:	Data Protection Officer
Email:	dataprotection@kilkennycoco.ie
For and on behalf of:	Kilkenny County Council

Table 20.2



Other Party/Parties DPO Statement 3 Carlow


OTHER PARTY DATA PROTECTION OFFICER 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:	
Date:	22/09/2022
Print Name:	Eamonn Tyrrell
Position:	Data Protection Officer
Email:	dpo@carlowcoco.ie
For and on behalf of:	Carlow County Council

Table 20.3



Other Party/Parties DPO Statement 4 Westmeath County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	<i>Conor O'Reilly</i> Date: 10/11/2022
Print Name:	Conor O'Reilly
Position:	Data Protection Officer
Email:	dpo@westmeathcoco.ie
For and on behalf of:	[[Insert name of party]

Table 20.4



Other Party/Parties DPO Statement 5 Wicklow County Council

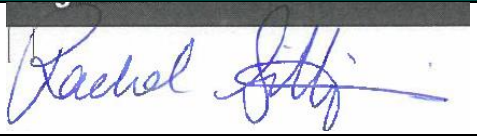
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	 Date: 22/09/2022
Print Name:	Rachel Gillespie
Position:	Data Protection Officer
Email:	dpo@wicklowcoco.ie
For and on behalf of:	Wicklow County Council

Table 20.5



Other Party/Parties DPO Statement 6 South Dublin County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	Mary Connell
Date:	27/9/22
Print Name:	MARY Connell
Position:	Data Protection Officer
Email:	mconnell@sdublincoco.ie
For and on behalf of:	[Insert name of party] South Dublin County Council

Table 20.6



Other Party/Parties DPO Statement 7 Waterford City & County Council

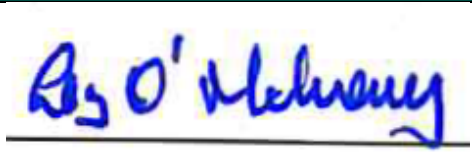
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	
Date:	27/9/22
Print Name:	Liz O'Mahony
Position:	Data Protection Officer
Email:	lomahoney@waterfordcouncil.ie
For and on behalf of:	Waterford City & County Council

Table 20.7



Other Party/Parties DPO Statement 8 Sligo County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	<i>Mark Mitchell</i> Date: 22/09/2022
Print Name:	Mark Mitchell
Position:	Data Protection Officer Sligo County Council
Email:	mitchell@sligococo.ie
For and on behalf of:	Sligo County Council

Table 20.8



Other Party/Parties DPO Statement 9 Monaghan County Council

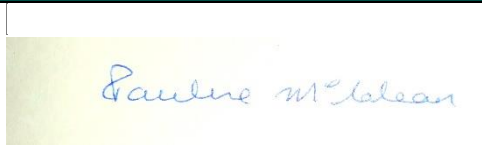
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	
Date:	22th September 2022
Print Name:	Pauline McClean
Position:	Data Protection Officer
Email:	dataprotectionofficer@monaghancoco.ie
For and on behalf of:	Monaghan County Council

Table 20.9



Other Party/Parties DPO Statement 10 Cork City Council

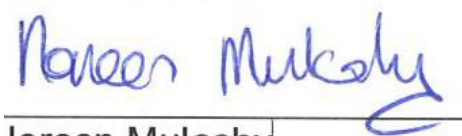
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	 Noreen Mulcahy
Date:	23/09/2022
Print Name:	Noreen Mulcahy
Position:	Data Protection Officer
Email:	dataprotection@corkcity.ie
For and on behalf of:	Cork City Council

Table 20.10



Other Party/Parties DPO Statement 11 Clare County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	<i>Fiona Mooney</i> Date: 27/9/2022
Print Name:	FIONA MOONEY
Position:	Data Protection Officer ✓
Email:	fmooney@clarecoco.ie
For and on behalf of:	[Insert name of party] CLARE COUNTY COUNCIL

Table 20.11



Other Party/Parties DPO Statement 12 Roscommon County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	 Date: 22/09/2022
Print Name:	Brian Duffy
Position:	Data Protection Officer
Email:	dataprotection@roscommoncoco.ie
For and on behalf of:	Roscommon County Council

Table 20.12



Other Party/Parties DPO Statement 13 Donegal County Council


OTHER PARTY DATA PROTECTION OFFICER 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:	 Date: 29/9/22
Print Name:	Paul McGin
Position:	Data Protection Officer
Email:	dpo@donegalcoco.ie
For and on behalf of:	Donegal County Council

Table 20.13



Other Party/Parties DPO Statement 14 Kerry County Council

OTHER PARTY DATA PROTECTION OFFICER 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:		Date:	
Print Name:	Christy O Connor		
Position:	Data Protection Officer		
Email:	ChristyOConnor@kerrycoco.ie		
For and on behalf of:	Kerry County Council		

Table 20.14



Other Party/Parties DPO Statement 15 Cavan County Council

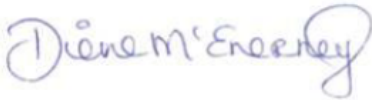
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	
Date:	28/09/2022
Print Name:	Diane McEnerney
Position:	Acting/Data Protection Officer
Email:	dmcenerney@cavancoco.ie
For and on behalf of:	Cavan County Council

Table 20.15



Other Party/Parties DPO Statement 16 Meath County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	Esther Mulvihill
Date:	22/09/2022
Print Name:	ESTHER MULVIHILL
Position:	Data Protection Officer
Email:	Esther.mulvihill@meathcoco.ie
For and on behalf of:	[Meath County Council]

Table 20.16



Other Party/Parties DPO Statement 17 Fingal County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	Colm McQuinn	Date:	18/08/2022
Print Name:	Colm McQuinn		
Position:	Information & Data Protection Officer		
Email:	Colm.mcquinn@fingal.ie		
For and on behalf of:	Local Enterprise Office Fingal]		

Table 20.17



Other Party/Parties DPO Statement 18 Galway County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	 Date: 22 nd September, 2022.
Print Name:	Geraldine Healy
Position:	Data Protection Officer
Email:	dpo@galwaycoco.ie
For and on behalf of:	Galway County Council

Table 20.18



Other Party/Parties DPO Statement 19 Cork County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	<i>Enda O'Halloran</i> Date: 26/09/2022
Print Name:	Enda O'Halloran
Position:	Data Protection Officer
Email:	dpo@corkcoco.ie
For and on behalf of:	[Cork County Council]

Table 20.19



Other Party/Parties DPO Statement 20 | Longford County Council

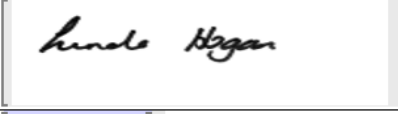
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	 Date: 27/09/2022
Print Name:	Linda Hogan
Position:	Data Protection Officer
Email:	lindahogan@longfordcoco.ie
For and on behalf of:	[Longford County Council]

Table 20.20



Other Party/Parties DPO Statement 21 Laois County Council

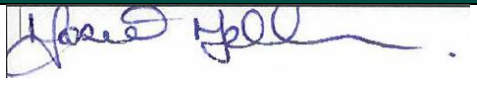
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	
Date:	23.09.2022
Print Name:	Marie Heffernan
Position:	Data Protection Officer
Email:	maheffernan@laoiscoco.ie
For and on behalf of:	Laois County Council

Table 20.21



Other Party/Parties DPO Statement 22 Dun Laoghaire/Rathdown County Council

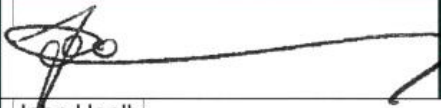
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	 Date: 28 November 2022
Print Name:	John Heally
Position:	Law Agent and Data Protection Officer
Email:	Dataprotectionofficer@dlrcoco.ie
For and on behalf of:	[Dun Laoghaire Rathdown County Council]

Table 20.22

Table 20.22



Other Party/Parties DPO Statement 23 Galway City Council

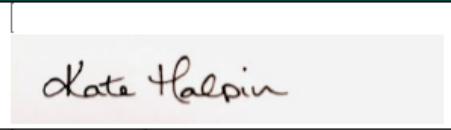
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	 Date: 27/09/22
Print Name:	Kate Halpin
Position:	Information Governance Manager & Data Protection Officer
Email:	Kate.halpin@galwaycity.ie
For and on behalf of:	Galway City Council

Table 20.23



Other Party/Parties DPO Statement 24 Kildare County Council


OTHER PARTY DATA PROTECTION OFFICER 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:	 Date: 23/09/2022
Print Name:	Orla McGee
Position:	Data Protection Officer
Email:	omcgee@kildarecoco.ie
For and on behalf of:	Kildare County Council

Table 20.24



Other Party/Parties DPO Statement 25 Leitrim County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	 Date: 03/11/2022
Print Name:	Kieran Brett
Position:	Data Protection Officer
Email:	kbrett@leitrimcoco.ie
For and on behalf of:	Leitrim County Council

Table 20.25



Other Party/Parties DPO Statement 26 Limerick City & County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	<i>Dorothy Quinn</i> Date: 26/09/2022
Print Name:	Dorothy Quinn
Position:	Data Protection Officer
Email:	Dorothy.quinn@limerick.ie
For and on behalf of:	Limerick City and County Council

Table 20.26



Other Party/Parties DPO Statement 27 Louth County Council

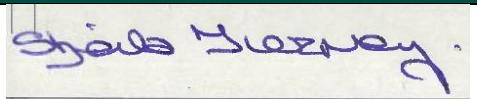
OTHER PARTY DATA PROTECTION OFFICER STATEMENT	
I have reviewed the proposed agreement	<input checked="" type="checkbox"/>
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law	<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation	<input checked="" type="checkbox"/>
Signature:	 Date: 22/09/2022
Print Name:	Sheila Tierney
Position:	Data Protection Officer
Email:	sheila.tierney@louthcoco.ie
For and on behalf of:	Louth County Council

Table 20.27



Other Party/Parties DPO Statement 28 Mayo County Council


OTHER PARTY DATA PROTECTION OFFICER 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:	
Date:	31/08/2022
Print Name:	CLAIRE RAFTERY
Position:	Data Protection Officer
Email:	dataprotection@mayococo.ie
For and on behalf of:	Mayo County Council

Table 20.28



Other Party/Parties DPO Statement 29 Offaly County Council


OTHER PARTY DATA PROTECTION OFFICER 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:	 Date: 28 th Sep 2022
Print Name:	Diarmaid Bracken
Position:	Data Protection Officer
Email:	dpo@offalycoco.ie
For and on behalf of:	Offaly County Council

Table 20.29



Other Party/Parties DPO Statement 30 Tipperary County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	<i>David Coleman</i> Date: <i>27 Sept 2022</i>
Print Name:	<i>DAVID COLEMAN</i>
Position:	Data Protection Officer
Email:	<i>David.coleman@TipperaryCCCo.ie</i>
For and on behalf of:	[Insert name of party] <i>TIPPERARY COUNTY COUNCIL</i>

Table 20.30



Other Party/Parties DPO Statement 31 Wexford County Council

OTHER PARTY DATA PROTECTION OFFICER 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:	 Date:
Print Name:	Michael Drea
Position:	Data Protection Officer
Email:	Michael.drea@wexfordcoco.ie
For and on behalf of:	Wexford County Council

Table 20.31