



An Roinn Oideachais
Department of Education

HEA | HIGHER EDUCATION AUTHORITY
AN tÚDARÁS um ARD-OIDEACHAS

Data Sharing Agreement





Data Sharing Agreement

1. Name of the Parties to the agreement

This Data Sharing Agreement is made on 05/11/2021¹ on between

The **Department of Education, Marlborough Street, Dublin 1, Republic of Ireland,**

And

The **Higher Education Authority, 3 Shelbourne Buildings, Crampton Avenue, Shelbourne Road, Ballsbridge, Dublin 4, D04 C2Y6, Republic of Ireland.**

2. Terms of the Agreement

2.1. This data sharing agreement covers the transfer and subsequent processing of personal data of students between the Department of Education and the Higher Education Authority (collectively known as the Parties and individually, the Party).

2.2. The terms of this agreement can be changed only by a written modification of the agreement by the Parties, or by the Parties adopting a new agreement in place of this agreement. The agreement may be terminated by either Party at any time for any reason upon 30 days written notice. The relevant terms of the agreement shall continue to apply to any historical data already shared at the time of the termination of this agreement.

¹ This agreement was amended by the parties in October 2022 to reflect the enactment of the Higher Education Act 2022

- 2.3. Personal data provided to both Parties under this agreement shall be done in accordance with the relevant data protection law applicable at the date at which the data is processed.
- 2.4. This agreement will be published on the websites of both Parties.
- 2.5. The Parties agree that they are and remain separate independent data controllers for the purpose of data shared under this Agreement and each of the Parties is fully and solely responsible for its own compliance with Data Protection Laws.
- 2.6. The term Data Protection Laws means the General Data Protection Regulation (GDPR) (EU) 2016/679 and the Data Protection Acts 1988 to 2018. All terms used in this agreement are defined in the context of this law. The reference to data and personal data in this Agreement means the shared personal data as defined Data Protection Laws and outlined in Appendix 1 and 2.

3. Purpose of the data-sharing from Department of Education to HEA

The data requested by HEA relates to PPSNs of pupils, their dates of birth, their gender, country of birth, school roll number, school DEIS status, etc. See full list in Appendix 1.

The purpose of the data-sharing is to assist the HEA:

- a. to conduct analysis of the 3rd level entrants and non-entrants from the Leaving Certificate student population including transitions rates analysis from 2nd level to 3rd level, in collaboration with Department of Education, including by Census small area and Electoral Division to calculate detailed participation rates and graduate outcomes geographically and by socio-economic background (deprivation index scores). Analysis of participation by school and school type will be for internal HEA purposes only. Geographic participation data will be published, but not school related data.

Student level microdata is required to conduct the above analysis as the linking and analysis is carried out at individual student level with results prepared at various levels of aggregation. This analysis cannot be conducted without student level microdata.

Personal data controlled by the HEA is processed in line with the HEA's data privacy policy – (https://hea.ie/about-us/data_protection/).

4. Purpose of the data-sharing from HEA to Department of Education

The data requested relate to PPSNs of students, their dates of birth, their gender, domiciliary, Institute, programme, etc. See full list in Appendix 2. The purpose of the data-sharing is to assist the Department of Education with:

- a. calculating transfer rates from second-level to third-level education which is used as an essential input to the compilation of projections of demand for full time third-level education;
- b. compilation of the statistical tables covering Higher Education entrants, enrolments and graduates across a range of attributes such as age, gender, region, for submission to the OECD² as an input to the annual report Education at a Glance;
- c. analysis of number of entry routes to third level institutes by NFQ level and institute;
- d. analyses of the number of students from the Delivering Equality of Opportunity in Schools (DEIS) programme who transition into higher level education;
- e. analyses of transition rates across various educational pathways to Higher Education;
- f. analyses of early school leavers from secondary level education who continue to third level education through non-traditional routes.

Student level microdata is required to conduct the above analysis as the linking and analysis is carried out at individual student level with results prepared at various levels of aggregation. This analysis cannot be conducted without student level microdata.

Personal data controlled by the Department of Education is processed in line with the Department's data privacy policy – <https://www.education.ie/en/The-Department/Data-Protection/data-protection-policy.pdf>

5. The function of the public body concerned to which the purpose referred to in paragraph 3 relates

Section 9 of the Higher Education Authority Act 2022 sets out the statutory functions of the HEA, which include the following:

“(u) in compliance with Part 6, collect statistical information and maintain an evidence base in order to provide high quality evidence-based policy advice.”

² Organisation for Economic Co-operation and Development

Section 51(1) of the Higher Education Authority Act 2022 allows the HEA to furnish a Minister of the Government personal data as is necessary and proportionate which come to its attention in the course of performing its functions, and which relate to one or more of its functions.

6. The function of the public body concerned to which the purpose referred to in paragraph 4 relates

The Minister for Education is responsible for the education of every person in the state legislated for by the Education Act, 1998, and the Education Act specifies that functions of the Minister include the determination of national education policy, the planning and coordination of education and the monitoring, assessment and publication of information on the quality, economy, efficiency, and effectiveness of the education system.

The mission of the Department of Education is to provide high-quality education which will enable individuals to achieve their full potential and to participate fully as members of society, and contribute to Ireland's social, cultural and economic development. Chief among the Department's priorities are:

- a. the promotion of equity and inclusion, quality outcomes and lifelong learning;
- b. planning for education that is relevant to personal, social, cultural and economic needs;
- c. enhancement of the capacity of the Department for service delivery, policy formulation, research and evaluation.

7. Legal basis relating to the sharing of data from Department of Education to HEA

The legal basis for data sharing and any further processing, by the Parties to the agreement, of the personal data being disclosed under the agreement is under Article 6(1)(e) of the GDPR and arises from the Department of Education's statutory function relating to the assessment of students at all levels of education. Section 7(1)(b) of the Education Act, 1998 states that a function of the Minister for Education is "to determine national education policy". Section 7(1)(b) of the Education Act, 1998 states that a function of the Minister for Education is "to monitor and assess the quality, economy, efficiency and effectiveness of the education system ... and to publish, in such manner as the Minister considers appropriate, information relating to such monitoring and assessment". In addition, the legal basis for data sharing is Article 6(1)(c) of the GDPR.

Section 51(2) of the Higher Education Authority Act 2022 allows a Minister of the Government to furnish to the HEA personal data which come to its attention in the course of performing its functions. Section 51 (2) of the Act states "(2) Subject to the Data Protection Regulation,

the Data Protection Act 2018, the Data Sharing and Governance Act 2019 and subsection (3), bodies referred to in subsection (1) may furnish personal data which come to their attention in the course of performing their functions to An tÚdarás.”

8. Legal basis relating to the sharing of data from HEA to Department of Education

The legal basis for data sharing and any further processing, by the Parties to the agreement, of the personal data being disclosed under the agreement is under Article 6(1)(e) of the GDPR and arises from the HEA’s statutory function relating to furthering the development of higher education, assisting in the co-ordination of State investment in higher education and preparing proposals for such investment, promoting an appreciation of the value of higher education and research, promoting the attainment of equality of opportunity in higher education and promoting the democratisation of the structure of higher education. The relevant provisions of the Higher Education Authority Act 2022 provide a sufficient legal basis to permit the processing of personal data by the HEA.

Section 51(1) of the Higher Education Authority Act 2022 allows the HEA to furnish to a Minister of the Government personal data as is necessary and proportionate which come to its attention in the course of performing its functions, and which relate to one or more of its functions. Section 51 (1) of the Act states *“Subject to the Data Protection Regulation, the Data Protection Act 2018, the Data Sharing and Governance Act 2019 and subsection (3), An tÚdarás may furnish to ...a Minister of the Government ... personal data as is necessary and proportionate which comes to its attention in the course of performing its functions, and which relate to one or more of the functions of that body.”*

9. The personal data to be disclosed

The full extent of student level data to be shared from the HEA and from the DoE Parties is outlined in Appendix 1 (HEA) and Appendix 2 (Department of Education).

10. Data Quality

- 10.1. Each Party shall ensure that the personal data being shared are accurate and up-to-date with respect to the purpose/s for which it is being shared.
- 10.2. Where either Party becomes aware of inaccuracies in shared personal data which will affect the purpose/s for which the data shared, they will notify the other Party immediately in writing.
- 10.3. Personal data will be limited to the personal data listed in Appendix 1 and 2 and will be shared only in the manner outlined in paragraph 11.

11. The method of transfer and data storage

Transfer Method

Method	Description	Implementation
File delivery via electronic secure portals	The Parties shall exchange the data through a mutually agreed confidential secure data transfer protocol	encrypted, zipped and password protected

Once the data has been received/sent by either Party, the data transfer Log, must be completed, printed and e-mailed or posted to the relevant contacts outlined below.

The Data Transfer Log may be used by both Parties to track both incoming and outgoing transfers.

Data Transfer Log

Data Description	Transfer Method	Party: Contact name:	
Transfer data	File Name(s)	Comments	Department Contact initials/date

Contact Details for HEA

Supplier/Receiver Name	Section/Unit	Telephone	e-mail
Senior Manager, Statistics	Statistics Unit	01 2317100	statistics@hea.ie

Contact Details for Department of Education

Supplier/Receiver Name	Section/Unit	Telephone	e-mail
Senior Statistician, Statistics	Statistics Unit	01 889 2085	Statistics@education.gov.ie

In the HEA/DoE, access to shared individual level DoE/HEA data will be limited to Statistics Unit staff for security reasons.

Data Storage

Method	Description	Implementation
HEA: Cloud storage	HEA stores shared data on Cloud storage	encrypted
DoE: Internal server	DoE stores shared data on internal server	encrypted, zipped and password protected

12. Receipt controls

Upon receipt or upon opening, the file should be spot checked by the each Party to ensure that the data meet pre-defined formats. If the files contain problems that prevent successful loading or reconciliation the Parties contact should liaise with opposing contact to resolve any issues. Basic checks should include:

- a. file name has been adhered to;
- b. contents are in specified format and positioning is correct;
- c. number of records is verified;
- d. data is not corrupted.

13. Obligation for compliance with Data Protection Law

13.1 As independent and separate data controllers, both Parties shall be solely responsible and liable for all aspects of data controller compliance under Data Protection Law in respect of the personal data which it processes. The Parties shall assist one another where required in meeting their respective compliance obligations in this regard and particularly in relation to the effective exercise of data subject rights and the security of processing.

13.2 The personal data shared should be processed lawfully, fairly and transparently and only for the purpose/s as specified in paragraphs 3 and 4 above and not processed in a manner that is incompatible with those purposes.

13.3 The Parties shall not share the shared personal data with a third Party without the prior express written agreement of the other Party in this agreement or where so required by law. The HEA will not share nor publish either the personal data provided by the DoE or any non-personal extracts of this data at school or other granular level.

14. Data Subject Rights

14.1. Both Parties shall fully comply with articles 12 to 23 of the GDPR and shall ensure their respective privacy notices in relation to this data are clear and provide sufficient information to the data subjects as is required under article 12 to 14 of the GDPR including what personal data is being shared, with whom and for what purposes.

14.2 The responsibility for complying with any Subject Access Request under article 15 or any other requests by data subjects to exercise their rights falls to the Party to this agreement who receives the said request.

14.3 The Parties agree insofar, as it is practicable to provide reasonable and prompt assistance as is necessary to each other, to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from data subjects.

14.4 The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was issued in reply to the request. Records shall include copies of the request for information and details of the personal data accessed.

15. Details of a Data Protection Impact Assessment

The Parties agree to cooperate and assist one another in complying with their respective obligations as separate data controllers with articles 35 and 36 of the GDPR. This agreement is effectively formalisation of data sharing that has largely already been in place, e.g. 2nd to 3rd level transition rates analysis.

16. Security/Training Security measures to apply to the transmission, storage and access by employees of the public body to the data, in a manner that does not compromise those security measures

16.1. Each Party shall be responsible for the secure transmission to the other Party to this agreement of any shared personal data.

16.2. The Parties agree to implement appropriate technical and organisational measures to protect the shared personal data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure including but not limited to:

- a. policies and procedures governing information security;
- b. appropriate training in data protection for users taking into account the categories of personal data and data subjects in particular for special categories and Article 10 data and where the data subjects are children;

- c. access to shared personal data by users is strictly limited to access as required by the user's job specification;
- d. unique identifiers for each user who has access to the shared personal data or subsets of that data;
- e. password protection for user access to the data;
- f. access by users is logged;
- g. monitoring of user access to data;
- h. user access is removed immediately by the relevant Party where user leaves employment or contract ceases with the relevant Party;
- i. automatic locking of idle PCs, workstations, laptops;
- j. appropriate virus-checking software and firewall used to protect the integrity and security of the personal data;
- k. appropriate physical security;
- l. data should not be stored by the relevant Party on mobile devices without the prior written agreement of the relevant Party to this agreement;
- m. where personal data is held on portable devices it must be encrypted;
- n. appropriate measures for the secure disposal of personal data;
- o. back-ups of personal data off site;
- p. clear desk policy to be implemented by the relevant Party.

16.3. The Parties agree to ensure that their staff who process the shared personal data are aware of the requirements of this agreement and the necessity to act in full compliance with the agreement.

17. Data Breaches

The Party which is the data controller for the personal data which is breached shall be responsible for notifications and compliance with articles 33 and 34 of the GDPR. This will normally be the data controller whose breach of security has resulted in the breach of personal data. The Parties shall inform one another of any data breach without undue delay and no later than 24 hours of becoming aware of a data breach.

18. Retention and Destruction of Data


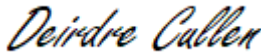
The Parties are separately responsible and liable for their compliance with Article 5(b) and (e) of the GDPR which stipulates that personal data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the

personal data is processed. Personal data processed for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes is not incompatible with the original purpose and can be processed for longer periods subject to Article 89. Under Article 89(1), when personal identifiers are no longer necessary for statistical and research purposes, records shall be pseudonymised. When the data is no longer necessary for statistical or research purposes, the Parties agree to securely destroy the shared data.

The Parties shall comply fully through appropriate technical and organisational measures with the requirement to securely destroy personal data which no longer has any lawful purpose for processing.

19. Agreement

On behalf of the parties, the undersigned individuals hereby attest that he or she is authorised to enter into this Agreement and agrees to all the terms specified herein.

Higher Education Authority	Department of Education
Dr. Vivienne Patterson Head of Skills, Engagement and Statistics	Deirdre Cullen Senior Statistician
Signature 	Signature 
Date: 20/10/2022	Date: 18/10/22

Appendix 1 Personal and other data requested by HEA from Department of Education

<p>To conduct transitions rates analysis from 2nd level to 3rd level, in collaboration with Department of Education, including by Census small area and Electoral Division to calculate detailed participation rates geographically and by socio-economic background (deprivation index scores). Analysis of participation by school and school type for internal HEA analysis only.</p>	<p>Academic Year, Enrolment Date, Exam Candidate (Y/N), School Roll Number, Official School Name, Post Primary School Type, School Gender - Post Primary, Irish Classification - Post Primary, DEIS (Y/N), Fee Paying School (Y/N), ETB Name, ETB No, PPSN, Pupil ID, Birth Date, Address 1 – 4, Gender, Country of Birth, County, Nationality Group Description, Subject, Subject Code, Subject Code and Description, Subject Level, Programme, Programme Year, Census small area code based on home address.</p>
--	--

Appendix 2 – Personal and other data requested by Department of Education from HEA

<ul style="list-style-type: none"> • OECD statistical reports 	<p>PPSNs, age, gender, NFQ level, ISCED level, exchange code, domiciliary, ISCED discipline, study mode description, programme.</p>
<ul style="list-style-type: none"> • Pupils’ transfer rates from second-level to third-level education • Pupils’ transfer rates from various educational pathways to third-level education • Third level entry routes analyses 	<p>PPSNs, student id, student code, age, gender, address, Census small area code based on home address, Eircode, institute, NFQ level, student id, exchange code, domiciliary, Domicile Ireland GB, CourseYear, NE_FLAG, last institute description, Cao Code, study mode description, ISCED discipline, non-standard award code.</p>