Digital Covid Certificates
Joint Data Controller Arrangement
July 2021
## Contents

1. INTRODUCTION ................................................................. 4
2. DEFINITIONS .................................................................. 4
3. PARTIES TO THE ARRANGEMENT .................................. 5
4. COMMENCEMENT & TERM ............................................ 6
5. DATA CONTROLLERS .................................................. 6
6. DATA PROCESSORS .................................................... 6
7. LEGAL BASIS ............................................................. 7
8. FAIR AND LAWFUL PROCESSING ................................ 7
9. DATA PROTECTION IMPACT ASSESSMENT .................. 7
10. PURPOSES OF PROCESSING ........................................ 7
11. DESCRIPTION OF DATA ............................................ 8
12. RESTRICTIONS .......................................................... 8
13. ACCESS .................................................................. 8
14. DATA RETENTION .................................................... 8
15. DATA SUBJECT RIGHTS ........................................... 9
16. HOSTING ................................................................ 10
17. SECURITY ............................................................... 10
18. SECURITY INCIDENTS & BREACHES ......................... 11
19. INTERNATIONAL DATA TRANSFERS ......................... 10
20. GOVERNANCE .......................................................... 11

Version 0.1

July 2020
1 Introduction

1.1 The Health Service Executive (HSE) and the Department of Health (DoH) are engaged together to give effect to the issuing and verification\(^1\) of the vaccination certificate and recovery certificate provided for in the EU Digital Covid Certificate Regulation ("the project") and are joint controllers under Article 26 of the General Data Protection Regulation ("GDPR") for the purpose thereof.\(^2\)

1.2 This Arrangement shall, in accordance with Article 26 of GDPR, define the data protection roles and responsibilities for the purposes specified in paragraph 1.1 and the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

1.3 Having regard to the parties’ commitment to transparency, this Arrangement will be available on the website of the HSE and the website of the DoH and any amendments or updates to the Arrangement will be added as soon as practicable.

2 Definitions

In this Arrangement, unless the context otherwise requires:

**Anti-malware software** shall mean any software program designed to prevent, detect and remediate malicious programming (i.e. viruses, spyware, adware, keyloggers, ransomware etc) on individual computing devices and IT systems;

**Commencement Date** shall mean the 9\(^{th}\) of July 2021

**Computer Device** shall mean any fixed, mobile or handheld device that is capable of accepting, processing and storing data. Including but not limited to servers, desktop computers, mobile computer devices, smart devices, etc;

**Data Controller or Controller** has the meaning given to that term in Article 4 of the GDPR;

**Data Processor or Processor** has the meaning given to that term in in Article 4 of the GDPR;

**Data Protection Legislation** means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 2018, the General Data Protection Regulation 2016/679 (the “GDPR”) and the European Communities (Electronic Communications, Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. 336/2011) and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated;

---

\(^{1}\) This includes such management functions as are relevant to proper processing.

\(^{2}\) This Arrangement will be regarded as amended, as appropriate, to the extent necessary at any time during the duration of the Arrangement that the joint controllers have a similar active involvement in the issuing of test certificates.
Data Subject has the meaning given to this term in Article 4 of the GDPR;

Delete, Deleted, Deletion and like words shall mean the permanent removal of data and all traces of the data, by means of the physical destruction of the data, or the physical destruction of the medium used to store the data, or the overwriting of the data, in accordance with internationally accepted data erasure standards using data sanitation software;

European Economic Area (EEA) shall mean the free trade area agreed between the 27 EU member states and three of the four EFTA States (Iceland, Liechtenstein, and Norway);

GDPR means the EU General Data Protection Regulation, Regulation (EU) 2016/679, the effective date of which is 25th May 2018;

Generic / Group User Access Accounts shall mean an account that is intended for use by a number of different people and not an individual user and as such is not derived from a single user’s name.

Joint Data Controllers has the meaning given to this term as referred to in Article 26 of the GDPR;

Party shall mean each organisation that has signed up to this Arrangement;

Personal Data has the meaning given to that term in Article 4 of the GDPR and includes special categories of personal data (as referenced in Article 9 of GDPR);

Personal Data Breach has the meaning given to that term in Article 4 of the GDPR;

Process, Processed and Processing has the meaning given to those terms in in Article 4 of the GDPR;

Security Incident shall mean any adverse event that has the potential to affect the preservation of the confidentiality, integrity or availability of data processed by the Parties for the project regardless of format;

Special Categories of Personal Data has the meaning given to this term in Article 9(1) of the GDPR;

The project means the issuing and verification of the vaccination certificate and recovery certificate provided for in the EU Digital Covid Certificate Regulation (“the project”).

Parties to the Arrangement

3.1 The following two organisations are the Parties to this Arrangement:

1) The Health Service Executive (“HSE”), a body corporate with perpetual succession established by the Health Act 2004, which has its principal administrative offices at Dr. Steevens Hospital, Steevens Lane, Dublin 8, and
2) The **Department of Health** ("DoH"), which has its principal administrative offices at Block 1, Miesian Plaza, 50 – 58 Lower Baggot Street, D02 XW14.

3.2 The HSE and DoH may be individually referred to as a "Party" or collectively as the "Parties" hereunder.

3.3 This Arrangement shall be managed by the following authorised officers from each of the Parties:

   a) The Health Service Executive (HSE)

      Fran Thompson (Chief Information Officer, HSE)
      Location: Dr Steevens Hospital, Dublin.
      Email: fran.thompson@hse.ie

      and in his absence by a designated person.

   b) Department of Health

      Muiris O Connor (Assistant Secretary, DoH)
      Location: Block 1, Miesian Plaza, Dublin 2.
      Email: muiris_oconnor@health.gov.ie

      and in his absence by a designated person.

4  **Commencement & Term**

4.1 This Arrangement shall commence on (and take effect from) the Commencement Date and shall continue until the date on which the Parties cease to Process (including retention of) Personal Data for the purposes of the project which shall be:

   (a) no later than 30 June 2022 (unless the EU Regulation underpinning the Digital Covid Certificate is amended to provide for a date after 30 June 2022) or
   (b) earlier than that date, by the parties in accordance with Clause 22.4 of this Arrangement.

5  **Data Controllers**

5.1 The Parties to this Arrangement have agreed that they are Joint Controllers (as defined in Article 26 of the GDPR) as they both jointly determine the purposes and means of processing of personal data for the purposes of the project.

5.2 As Joint Data Controllers the Parties shall comply fully with their obligations as Joint Data Controllers as set out in the Data Protection Legislation.

5.3 Each Party shall remain the sole Data Controller for any Personal Data that they Process outside of the project and independently of the other Party.
5.4 The role of the HSE is the provisioning of data for the purposes of the issuing and verification of vaccination certificates and recovery certificates provided for in the EU Digital Covid Certificate Regulation.

6 **Data Processors**

6.1 The Parties will use the Data Processors and sub-processors listed in the Appendix to the Data Protection Impact Assessment to assist in processing personal data for the purposes of the project in accordance with Article 28 of the GDPR.

6.2 The appointment of any additional Data Processors or sub-processors shall be on the basis of a joint decision taken by the Parties.

6.3 All additional Data Processors shall be required to sign an appropriate Data Processing Agreement with the Parties setting out the terms of the data processing to be undertaken prior to them gaining access to the personal data associated with the project, and for the Parties to list such Data Processors in the DPIA.

6.4 A processor or sub-processor appointed by the Parties under this Arrangement for the purposes of the project shall not transfer personal data to a third country.

7 **Legal basis**

7.1 The GDPR legal basis for the processing of personal data for the project are set out in the EU Digital Covid Certificate Regulation as being Article 6(1)(c) (compliance with a legal obligation) and Article 9(2)(g) (substantial public interest).

8 **Fair and Lawful Processing**

8.1 The Parties agree that at all times Personal Data associated with the project will be processed only in accordance with the principles set out in Article 5 of the GDPR.

8.2 The Parties will ensure a Data Privacy Information Notice for the project is available.

8.3 The Parties will ensure the Information Notice is updated as necessary.

9 **Data Protection Impact Assessment**

9.1 A Data Protection Impact Assessment (DPIA) is being undertaken for the project and when finalised will be available on the website of the HSE and the website of the DoH.

9.2 The Parties will ensure the DPIA is updated as necessary.
10 Purposes of Processing

10.1 The personal data will be processed for the purposes of the issuing and verification of the vaccination certificate and recovery certificate provided for in, and in accordance with, the EU Digital Covid Certificate Regulation.

10.2 The personal data contained in the vaccination certificates and recovery certificates issued by the Parties will be processed in accordance with the EU Digital Covid Certificate Regulation.

11 Description of Data

11.1 As per the EU Digital Covid Certificate Regulation, the vaccination certificate shall contain the following categories of personal data:

(a) the identity of the holder;

(b) information about the COVID-19 vaccine and the number of doses administered to the holder;

(c) certificate metadata, such as the certificate issuer or a unique certificate identifier.

The personal data shall be included in the vaccination certificate in accordance with the specific data fields set out in point 1 of the Annex to the Regulation which are:

(a) name: surname(s) and forename(s), in that order;

(b) date of birth;

(c) disease or agent targeted: COVID-19 (SARS-CoV-2 or one of its variants);

(d) COVID-19 vaccine or prophylaxis;

(e) COVID-19 vaccine product name;

(f) COVID-19 vaccine marketing authorisation holder or manufacturer;

(g) number in a series of doses as well as the overall number of doses in the series;

(h) date of vaccination, indicating the date of the latest dose received;

(i) Member State or third country in which the vaccine was administered;
(j) certificate issuer;

(k) unique certificate identifier

11.2 As per the EU Digital Covid Certificate Regulation, the certificate of recovery shall contain the following categories of personal data:

(a) the identity of the holder;

(b) information about past SARS-CoV-2 infection of the holder following a positive test result;

(c) certificate metadata, such as the certificate issuer or a unique certificate identifier.

The personal data shall be included in the certificate of recovery in accordance with the specific data fields set out in point 3 of the Annex to the Regulation and which are:

(a) name: surname(s) and forename(s), in that order;

(b) date of birth;

(c) disease or agent from which the holder has recovered: COVID-19 (SARS-CoV-2 or one of its variants);

(d) date of the holder’s first positive NAAT test result;

(e) Member State or third country in which test was carried out;

(f) certificate issuer;

(g) certificate valid from;

(h) certificate valid until (not more than 180 days after the date of first positive NAAT test result);

(i) unique certificate identifier.

11.3 Other personal data limited to what is necessary to ensure that the vaccination certificate or recovery certificate can with confidence be made available to the right data subject such as contact and identification details (such as email address, mobile phone number, home address, PPSN).

12 Restrictions

12.1 The Parties shall ensure that Personal Data Processed for the project will only be used for the purposes set out in paragraph 10.
12.2 The Parties, Data Processors and sub-processors referred to in clause 6 of this Arrangement are the only organisations or persons permitted to carry out data processing of any and all Personal Data in relation to and for the purposes of the project.

13 Data Retention

13.1 Personal Data processed by the Parties for the purposes of the project will be retained by the Parties for no longer than is strictly necessary for the purposes of the project and as set out in paragraph 4.

14 Data Subject Rights

14.1 In accordance with clause 5 of this Arrangement, the Parties acknowledge that, pursuant to Article 26(3) of the GDPR, a Data Subject may exercise his or her rights under that Regulation in respect of and against either or both of the Parties.

14.2 With reference to paragraph 14.1, the Parties have agreed as part of this Arrangement to determine jointly how best to give practical effect to the rights of data subjects under GDPR.

14.3 The parties acknowledge and agree that, in accordance with Article 26(2) of the GDPR, the essence of this Arrangement shall be made available to the Data Subjects upon request.

15 Hosting

15.1 The Parties, Data Processors and sub-processors associated with the project shall ensure that all personal data involved is processed and backed-up in the European Economic Area (EEA).

16 Security

17.1 Both Parties take joint responsibility for maintaining the security and privacy of Personal Data processed for the project.

17.2 Both Parties shall ensure that all their employees, agents, representatives, contractors and Data Processors and sub-processors that are involved in the processing of Personal Data for the project are appropriately trained in regard to their individual and corporate data protection responsibilities.
17 Security Incidents & Breaches

17.1 The Parties agree to cooperate with each other and provide reasonable assistance as is necessary to each other to facilitate the management of security incidents and Personal Data Breaches associated with the project if they arise.

17.2 The Parties as soon as is practical, and at a maximum within 48 hours, after they become aware of any Security Incidents within their organisation affecting the project. At the time of notification, each parties will provide the other with all the available information they have surrounding the Security Incident.

17.3 The Parties as soon as is practical, and at a maximum within 24 hours, after they become aware of any Personal Data Breach concerning the project. At the time of notification, the HSE will provide DoH with all the available information they have surrounding the Personal Data Breach.

17.4 Once the Parties have received all the available information surrounding the Personal Data Breach they shall decide on a plan regarding how they will fulfil their obligations to notify the Data Protection Commission and Data Subjects of the Personal Data Breach in accordance with Articles 33 and 34 of the GDPR.

17.5 No one Party shall notify the Data Protection Commissioners and/or Data Subjects of a Personal Data Breach concerning the project prior to the two Parties agreeing a plan as outlined in Clause 17.4 of this Arrangement.

18 International Data Transfers

18.1 The Parties shall ensure that Personal Data Processed for the project will not be transferred and/or Processed outside the European Economic Area (EEA).

19 Governance

19.1 The processing of personal data for the project will be governed as set out in Appendix 1 of this arrangement.

20 Misuse

20.1 In the event that any Party receives a complaint or allegation of the misuse of any data associated with the project by that Party’s employees, agents, representatives, contractors or Data Processors and sub-processors, the Party who received the complaint or allegation will investigate the complaint or allegation and report the findings of their investigation to
the other Parties within 72 hours, unless the investigation finds a Personal Data Breach occurred, in which case the Party will follow the procedure outlined in clause 17 of this Arrangement.

21 Dispute Resolution

21.1 In the event of a dispute arising under this Arrangement, the authorised officers from each of the Parties will discuss and meet as appropriate to try and resolve the dispute within seven (7) calendar days of being requested in writing by any Party to do so. If the dispute remains unsolved, it will then be referred to a senior manager from each of the Parties, who will use all reasonable endeavours to resolve the dispute within a further fourteen (14) calendar days.

21.2 In the event of failure to resolve the dispute through the steps set out in clause 21.1, the Parties agree to attempt to settle it by mediation.

22 Monitoring, Review& Termination

22.1 This Arrangement will be reviewed on an ongoing basis by the authorised officers from each of the Parties as circumstances require in line with the development and operation of the project.

22.2 This Arrangement may not be supplemented, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer from each of the Parties hereto.

22.3 In case the applicable data protection and ancillary laws change in a way that the Arrangement is no longer adequate, the Parties agree that the duly authorised officers from each Party will negotiate in good faith to review the Agreement in light of the new legislation.

22.4 Either Party may terminate this Arrangement at any time and for any reason on giving the other party's three month's notice in writing.

23 Severance & Unenforceability

23.1 If any provision, or part thereof, of this Arrangement shall be, or is found by any authority, administrative body or court of competent jurisdiction to be, invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect the other provisions, or parts thereof of this Arrangement, and of which shall remain in full force and effect.

23.2 If any invalid, unenforceable or illegal provision, or part thereof, of this Arrangement would be valid, enforceable or legal if some part were deleted, the provision, or part thereof, will apply with whatever modification is necessary to give effect to the intention of the parties as appears from the terms of this Arrangement.
24  Further Assistance
24.1 Each Party agrees to cooperate with and provide assistance to the other Party consistent with the terms and conditions of this Arrangement.

25  Further Assurance
25.1 Each Party undertakes to do all acts and execute all documents which may be necessary to give full effect to this Arrangement.

26  Governing Law
26.1 This Arrangement will be governed by and construed in accordance with the laws of Ireland and the European Union.

IN WITNESS whereof this Arrangement has been entered into the day and year first herein written.

SIGNED on behalf of the
Health Service Executive

Signature

Chris Meehan..........................
Name (printed)

Title

Date: .............................

IN the presence of

[Signature]

ChieInformation Officer...............
Name (printed)

Title

Date: .............................

SIGNED on behalf of the
Department of Health

In the presence of

General Manager, OoCIO...........
Title

Date: .............................

Version 0.1 13 July 2020
Muiris O Connor ........................
Name (printed)

Assistant Secretary........................
Title

Date: .....................................

Niall Sinnott............................
Name (printed)

Head of eHealth...........................
Title

Date: .....................................
Appendix 1

Governance

An Oversight Group comprising the following representatives from the two organisations will be responsible for ensuring the proper governance of the project:

Fran Thompson, Peter Connolly and Chris Meehan (HSE)

Muiris O’Connor, Niall Sinnott and Sarah Muphy (DoH)