DRAFT DATA SHARING AGREEMENT

Between

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

and

Sustainable Energy Authority Ireland (SEAI)

Pursuant to

The Data Sharing and Governance Act 2019

For the purpose of

Avoiding Dual funding for solar energy installations

Contents

Introduction 4
Interpretation Table 5
Glossary 6
Data Sharing Agreement ....
Lead Agency Declaration 7
1. Purpose of the Data Sharing 8
1.1 Summary of the data sharing agreement 8
1.2 Performance of a function 10
1.3 Details in relation to the purpose 10
1.4 Legal function of the parties 12
2. Legal Basis 17
2.1 Legal basis 17
2.1.1 Appropriate Legal Basis for Sharing 17
2.1.2 Appropriate Legal Basis for Processing after Disclosure (further processing) 19
3. Data to be shared 20
3.1 Quality 20
3.2 Subject rights 20
3.3 Sharing with third parties 20
3.4 Detail of the information to be disclosed 21
3.5 Classes of data subject 21
3.6 Impetus for data sharing 22
3.7 Duration 22
3.8 Frequency 23
4. How data will be processed 24
4.1 Obligations of the parties in respect of fair and lawful processing 24
4.2 Description of processing after disclosure 24
4.3 Restrictions 25
5. Security Measures 26
5.1 Security and training 26
5.2 Security measures 27
5.2.1 Lead agency/ party disclosing data 27
5.2.2 Party/Parties receiving data 29
5.3 Data breaches and reporting 29
6. Retention 30

DRAFT

6.1 Retention of disclosed Personal Data 30
6.2. Methods Used to destroy/delete personal data 30
7. Withdrawal from Agreement 31
7.1 Procedure 31
7.2 Severance 32
8. Other Matters 33
8.1 Variation 33
8.2 Review of operation of the data sharing agreement 33
8.3 Jurisdiction 33
8.4 Indemnity 33
8.5 Publication 34
8.5.1 Public consultation and publishing a notice 34
8.5.2 Publishing the executed data sharing agreement 34
8.6 Base registries 34
9. Evaluation for a Data Protection Impact Assessment (DPIA) 35
9.1 Identifying if a DPIA is required 35
9.1.1 35
9.1.2 35
9.1.3 35
9.1.4 35
9.2 Further considerations 36
10. Schedule A - Data Protection Impact Assessment 37
11.Schedule B 38
11.1 Necessary for the performance of a function 38
11.2 Safeguards 38
12. Schedule C 41
12.1 List of parties to this agreement 41
13. Authorised Signatory 42
13.1 Lead Agency 42
13.2 Other Party/Parties 42
Data Protection Officers Statement 43
Lead Agency DPO Statement 43
Other Party/Parties DPO Statement 44

DRAFT

Introduction

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

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

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

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

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

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

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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.
Data Sharing and Governance Act (DSGA)	The Data Sharing and Governance Act 2019 is enacted legislation that provides a legal basis for the sharing of personal data between public bodies.

Table 1.0

Glossary

Provide a plain English description of terms, phrases, acronyms or abbreviations consistently referenced throughout the agreement.

It is advised to include rare, unfamiliar, specialised or technical terms that are content-specific in Table 1.0 below.

The purpose of this glossary is to serve as a dictionary for the reader.

Term/Phrase/ Acronym/Abbrev	DESCRIPTION
SEAI	Sustainable Energy Authority Ireland
DAFM	Department of Agriculture Food & the Marine
TAMS	Targeted Agriculture Modernisation Scheme
OFI	On Farm Investment
MPRN	Meter Point Reference Number
AES	Agriculture Environment Structures Divisions
SCIS	Solar Capital Investment Scheme
GBER	General Block Exemption Regulation
NDMG	Non-Domestic Microgeneration Grant
CAP	Common Agricultural Policy
EAFRD	European Agricultural Fund for Rural Development
EAGF	European Agricultural Guarantee Fund
PV	Photovoltaic
PII	Personally Identifiable Information
Applicants	DAFM: Refers to farmers who are defined as an individual agricultural producer, whether a natural or legal person, or a group of natural or legal persons. SEAI: Refers to Business, Agricultural, Public Body, or Non-Profit Sector
ISMS	ISMS (Information Security Management System)

Table 1.0

Data Sharing Agreement

BETWEEN

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

LEAD AGENCY NAME	ADDRESS
DAFM	Agriculture House, Kildare Street, Dublin 2

AND

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

PARTY NAME	ADDRESS
SEAI	3 Park Place, Hatch Street Upper, Dublin 2

The Parties hereby agree that DAFM 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.

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1. Purpose of the Data Sharing

1.1 Summary of the data sharing agreement

Data sharing agreements should be set out clearly[1].

The purpose of this section is to provide a summary of the proposed data share in an easily understandable manner. It is important that the public understands the purpose for sharing the personal data. Provide a plain English summary of this data sharing agreement in the following summary:

DESCRIPTION
DAFM require a dual funding cross check agreement with the SEAI. It is required to verify that the Solar energy equipment that is grant-aided by DAFM schemes has not already been funded under the SEAI grants scheme. As stated in Regulation (EU) No 1305/2013 support for rural development by the European Agricultural Fund for Rural Development (EAFRD) and repealing Council Regulation (EC) No 1698/2005. Member States should ensure that Agri-environment payments to applicants does not lead to double funding under similar support instruments. Applicants are farmers who are defined as an individual agricultural producer, whether a natural or legal person, or a group of natural or legal persons. It is proposed that DAFM will send the applicant's Meter Point Reference Number (MPRN) via SharePoint to SEAI and ask them to confirm whether they have funded Solar equipment for that number. Applicant's MPRN is required for the purpose of making an application in a voluntary DAFM scheme. SEAI will then provide DAFM with the size of any system funded by SEAI under that MPRN. DAFM provide grants to farmers where as SEAI provide similar grants to all non-domestic sector, which means SEAI have the larger cohort and wider scope of applicants and payments made. To support data minimisation, it is proposed that DAFM will share their list of payments in order for SEAI to perform the check as it minimises the volume of data to be shared. As there is no interaction between the two schemes and applicants can apply to either scheme at any stage it is necessary to check all historical payments each time to meaningfully check for double payments. Additionally, DAFM will provide a list of applications due to be approved/paid to SEAI to perform this check ahead of payment. DAFM applications receive approval at two stages. They receive approval after an application has been submitted and must receive approval before work can commence on the proposed investments. Claims submitted for grant aid for the proposed investment are then approved by

[1] The DSGA Data Sharing Guidelines is a publication created by the Data Governance Unit to provide guidance for Public Bodies filling out a Data Sharing Agreement. These Guidelines include examples for reference.

DAFM. At either stage of these approval processes applicants may receive an onsite inspection from DAFM staff as well as desk inspections.

It is proposed that DAFM will share the MPRNs of applicants seeking approval at application stage and claim stage with the SEAI to reduce administrative burden.

To accomplish this SEAI will request an up-to-date list to be shared via SharePoint methods by DAFM, of MPRNs for all paid grants under the Solar Capital Investment Scheme, The Solar Capital Investment Schemes, 2026 Scheme Of Investment Aid For The Development Of The Commercial Horticulture Sector and its successors scheme, prior to each SEAI payment run for the NDMG scheme. This will confirm whether DAFM have already granted funding to the applicant associated with that MPRN. This is required to ensure that SEAI comply with EUR-Lex - 02014R0651-20230701 - EN - EUR-Lex (General Block Exemption Regulation) in relation to state aid funding rules.

DAFM and SEAI will be both disclosers and receivers of data in this DSA**.**

DAFM
Where double funding has been detected a 100% penalty will be applied to the solar investment. The applicant will be notified by letter of the penalty; the letter will outline their right to a review of this decision by DAFM. Should DAFM uphold the decision to impose the penalty they would have the right to appeal the decision with the Agricultural Appeals Office.

SEAI
If double funding is detected, then applicants will be informed by letter that recoupment may take place. They will be informed of recoupment amount, right to a review or appeal the decision.

The selected Data Sharing and Governance Act purposes and stated data processing will not change with subsequent DAFM and SEAI schemes.

Table 1.1

1.2 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 body/bodies mentioned, and for one or more of the following purposes (please select):

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

Table 1.2

1.3 Details in relation to the purpose

For each purpose identified in Table 1.2, provide sufficient information about how the sharing of the data meets that specific purpose.

PURPOSE	DESCRIPTION
(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 I	DAFM The DSA will allow DAFM 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. This would be applicants in DAFM schemes who have also received funding from the SEAI using their MPRN SEAI The DSA will allow SEAI to identify applicants under their scheme, who have previously received grants via DAFM for solar PV, and investigate same, prior to payment to avoid the risk of dual funding to applicants who have already received funding from DAFM for a solar investment.

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)	DAFM DAFM will be able to establish the entitlement of an applicant to the provision of a service being delivered by DAFM, on the basis of information previously provided by that applicant to the SEAI. The MPRN data provided by the SEAI will help DAFM determine whether that applicant is entitled to further funding through The Solar Capital Investment Schemes, 2026 Scheme Of Investment Aid For The Development Of The Commercial Horticulture Sector and subsequent successor schemes. SEAI SEAI will have the ability to appropriately target their inspections resources and avoid over onerous inspections on all projects potentially eligible under DAFM scheme. Without access to this data SEAI will inspect all agricultural applicants to ensure double funding is avoided.
IV 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	DAFM DAFM will be able to identify cases where there is a risk of dual funding and take action to prevent this. Identifying whether an applicant has already been funded by the SEAI will also reduce administrative burdens for DAFM as desk and on-site inspections of these applicants who have already received funding from SEAI would not be necessary. SEAI SEAI in turn will achieve the same benefits in terms of avoiding the risk of dual funding, as well as helping to appropriately target inspections resources in kind. Applicants maybe subject to inspections.
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	DAFM The DSA will allow DAFM to protect EU funding from the CAP for Solar investments and determine whether dual funding was an issue in The Solar Capital Investment Schemes, 2026 Scheme Of Investment Aid For The Development Of The Commercial Horticulture Sector and subsequent successor schemes. SEAI SEAI administers a budget assigned to it by DCEE, some of that budget goes towards grant funding non domestic migrogen schemes and as a public body providing funding SEAI must comply with GBER (General Block Exemption Rules) legislation, specifically Article 8 which requires that the combined aid provided cannot exceed the relevant % state aid funding for this type of scheme. In order to make sure SEAI meets its obligations under the legislation, it needs to understand what aid may have already been provided by other public bodies.

[Include rows for each purpose identified in Table 1.2]

Table 1.3

1.4 Legal function of the parties

In Table 1.4 below:

i. Specify the function(s) and cite appropriate section of legislation, of the party disclosing data to which the purpose (as defined in Table 1.2) of the data sharing relates.

ii. Specify the function and cite appropriate section of legislation, of the party/parties receiving data to which the purpose (as defined in Table 1.2) of the data sharing relates.

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PARTY	LEGISLATIVE FUNCTION	LEGISLATION (Cite Section)
i. **DAFM disclose MPRNs to SEAI** ii. **SEAI disclose MPRN and size of installation to DAFM**	The Targeted Agricultural Modernisation Scheme (TAMS) is implemented pursuant to European Parliament and Council Regulation (EU) 2020/2220 laying down certain transitional provisions for support from the European Agricultural Fund for Rural Development (EAFRD) and from the European Agricultural Guarantee Fund (EAGF) in the years 2021 and 2022, EU Regulations 1305/2013,1307/2013 1308/2013, 807/2014, 808/2014, 809/2014 and is operated by DAFM and CAP Strategic Plan as required by Article 128 of Regulation (EU) 2021/2115 of the	European Parliament and Council Regulation (EU) 2020/2220 Regulation - 1307/2013 - EN - EUR-Lex Regulation - 1305/2013 - EN - EUR-Lex Regulation - 1308/2013 - EN - EUR-Lex Delegated regulation - 807/2014 - EN - EUR-Lex Implementing regulation - 808/2014 - EN - EUR-Lex Implementing regulation - 809/2014 - EN - EUR-Lex Regulation - 2021/2115 - EN - EUR-Lex Common agricultural policy - Agriculture and rural development TAMS_3_Privacy_Notice_30.09.2024_101025.pdf plant-health-horticulture-division-privacy-notice.pdf Regulation - 1308/2013 - EN - EUR-Lex Regulation - 2021/2115 - EN - EUR-Lex Regulation - 2021/2116 - EN - EUR-Lex Delegated regulation - 2017/891 - EN - EUR-Lex Delegated regulation - 2022/126 - EN - EUR-Lex Delegated regulation - 2023/330 - EN - EUR-Lex

	European Parliament and of the Council The Producer Organisation scheme is implemented pursuant to Regulation (EU) No 1308/2013 of the European Parliament and of the Council as amended by Regulation (EU) 2021/2117 of the European Parliament and of the Council. Regulation (EU) 2021/2115 of the European Parliament and of the Council. Regulation (EU) 2021/2116 of the European Parliament and of the Council. Articles 3 to 7, 10 to 21, 59, 60 and 76 of Commission Delegated Regulation (EU) 2017/891 and Commission Delegated Regulation (EU) 2022/126 amended and corrected by Commission Delegated Regulation (EU) 2023/330. This scheme is being implemented pursuant to the European Union	2026 Scheme Of Investment Aid For The Development Of The Commercial Horticulture Sector Article 8 General Block Exemption Regulation (GBER) in relation to cumulation of aid

	Guidelines for State aid in the agricultural and forestry sectors and in rural areas SEAI is required to ensure the cumulative % of aid provided does not exceed what is allowed under the legislation	

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iii.	**DAFM receives MPRN and size of installation SEAI receive MRPN from DAFM**	The Targeted Agricultural Modernisation Scheme (TAMS) is implemented pursuant to European Parliament and Council Regulation (EU) 2020/2220 laying down certain transitional provisions for support from the European Agricultural Fund for Rural Development (EAFRD) and from the European Agricultural Guarantee Fund (EAGF) in the years 2021 and 2022, EU Regulations 1305/2013,1307/2013, 1308/2013, 807/2014 , 808/2014, 809/2014 and is operated by DAFM and CAP Strategic Plan as required by Article 128 of Regulation (EU) 2021/2115 of the European Parliament and of the Council. The Producer Organisation scheme is implemented pursuant to Regulation (EU) No 1308/2013 of the European Parliament and of the Council as amended by Regulation (EU) 2021/2117 of the European Parliament and of the Council.	European Parliament and Council Regulation (EU) 2020/2220 Regulation - 1307/2013 - EN - EUR-Lex Regulation - 1305/2013 - EN - EUR-Lex Regulation - 1308/2013 - EN - EUR-Lex Delegated regulation - 807/2014 - EN - EUR-Lex Implementing regulation - 808/2014 - EN - EUR-Lex Implementing regulation - 809/2014 - EN - EUR-Lex Regulation - 2021/2115 - EN - EUR-Lex Regulation - 1308/2013 - EN - EUR-Lex Regulation - 2021/2115 - EN - EUR-Lex Regulation - 2021/2116 - EN - EUR-Lex Delegated regulation - 2017/891 - EN - EUR-Lex Delegated regulation - 2022/126 - EN - EUR-Lex Delegated regulation - 2023/330 - EN - EUR-Lex 2026 Scheme Of Investment Aid For The Development Of The Commercial Horticulture Sector

	Regulation (EU) 2021/2115 of the European Parliament and of the Council. Regulation (EU) 2021/2116 of the European Parliament and of the Council. Articles 3 to 7, 10 to 21, 59, 60 and 76 of Commission Delegated Regulation (EU) 2017/891 and Commission Delegated Regulation (EU) 2022/126 amended and corrected by Commission Delegated Regulation (EU) 2023/330. This scheme is being implemented pursuant to the European Union Guidelines for State aid in the agricultural and forestry sectors and in rural areas SEAI is required to ensure the cumulative % of aid provided does not exceed what is allowed under the legislation.	Article 8 General Block Exemption Regulation (GBER) In relation to cumulation of aid

Table 1.4

2. Legal Basis

2.1 Legal basis

For the purposes identified in this Data Sharing Agreement, the Parties confirm that the sharing and processing after sharing (further processing) of the defined personal data is based on the legal basis set out in sections 2.1.1 and 2.1.2.

2.1.1 Appropriate Legal Basis for Sharing

The Data Sharing and Governance Act 2019 is a specific provision permitted under Article 6.2 of the GDPR with regard to processing for compliance with points (c) and (e) of Article 6.1 GDPR.

For that reason, define the appropriate legal basis 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))

Specify the legal obligation for sharing in the table below.

LEGISLATION	DESCRIPTION
S.13.2	(i) Pursuant to Section 13(2)(a)(I) of the DSGA a public body may disclose personal data to another public body, in a case in which this section applies to such disclosure for the purpose of the performance of a function of the first or second mentioned public body, disclosure of personal data under this agreement is necessary to prevent double funding for Agri-environment payments to applicants under similar support instruments and (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; (IV) Pursuant to Section 13(2)(a)(iv) of the DSGA a public body may disclose personal data to another public body, in a case in which this section applies to such disclosure 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) disclosure of personal data under this agreement is necessary to prevent double funding for Agri-environment payments to applicants under similar support instruments; (V) Pursuant to Section 13(2)(a)(v) of the DSGA a public body may disclose personal data to another public body, in a case in which this section applies to such disclosure 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 disclosure of personal data under this agreement is necessary to prevent double funding for Agri-environment payments to applicants under similar support instruments; VII) Pursuant to Section 13(2)(a)(vii) of the DSGA a public body may disclose personal data to another public body, in a case in which this section applies to such disclosure 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 disclosure of personal data under this agreement is necessary to prevent double funding for Agri-environment payments to applicants under similar support instruments

Table 2.1.1

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2.1.2 Appropriate Legal Basis for Processing after Disclosure (further processing)

Specify the appropriate legal basis for further processing (processing after the disclosure) 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))

Note: The Data Sharing and Governance Act provides a legal basis for disclosure of information from one public body to another public body but does not purport to provide for a legal basis for any processing after disclosure (further processing).

LEGISLATION	DESCRIPTION
European Parliament and Council Regulation (EU) 2020/2220 Regulation - 1307/2013 - EN - EUR-Lex Regulation - 1305/2013 - EN - EUR-Lex Regulation - 1308/2013 - EN - EUR-Lex Delegated regulation - 807/2014 - EN - EUR-Lex Implementing regulation - 808/2014 - EN - EUR-Lex Implementing regulation - 809/2014 - EN - EUR-Lex Regulation - 2021/2115 - EN - EUR-Lex	The Targeted Agricultural Modernisation Scheme (TAMS) is implemented pursuant to European Parliament and Council Regulation (EU) 2020/2220 laying down certain transitional provisions for support from the European Agricultural Fund for Rural Development (EAFRD) and from the European Agricultural Guarantee Fund (EAGF) in the years 2021 and 2022, EU Regulations 1305/2013,1307/2013, 1308/2013, 807/2014, 808/2014, 809/2014 and is operated by DAFM and CAP Strategic Plan as required by Article 128 of Regulation (EU) 2021/2115 of the European Parliament and of the Council
Article 8 General Block Exemption Regulation (GBER) In relation to cumulation of aid	SEAI is required to ensure the cumulative % of aid provided does not exceed what is allowed under the legislation.

[Insert rows as appropriate]

Table 2.1.2

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 Section 5.2 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 and restriction of processing.

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

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

	CONTACT
SEAI	dataprotection@seai.ie
DAFM	data.protection@agriculture.gov.ie

[Insert rows for each receiving party.]

Table 3.2

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 in plain English of the personal data set to be disclosed and the detail of any non-personal data. For specialised or technical terms, ensure to include a full description in Table 3.4 or in the glossary (Table 1.0).

Parties must ensure they adhere to principles of data minimisation as set out in Article 5(1)(c) of the GDPR and only share the minimum dataset required for the purposes set out in Table 1.2.

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	Data shared by DAFM and SEAI: An applicant's MPRN is required for the purpose of making an application in the The Solar Capital Investment Schemes, 2026 Scheme Of Investment Aid For The Development Of The Commercial Horticulture Sector, SEAI Non-Domestic Microgen Scheme | Business Grants and Supports | SEAI and subsequent DAFM and SEAI successor schemes No other personal data will be shared. MPRNs of non-applicants will not be shared. If an applicant has not applied in any DAFM or SEAI scheme, then that data will not be shared. The DSA will adhere to the principles of data minimisation as set out in Article 5(1)(c) of the GDPR and only share the minimum dataset required for the purposes set out in Table 1.2.
Shared Non-personal Data	Size of the solar panel installation will be included in the dataset with the MPRN.

Table 2.4

3.5 Classes of data subject

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 for example, customers, vendors, suppliers, visitors, etc.

When completing Table 3.5:

- Specify whether the data shared is for individual data subjects and/or classes of data subject.
- Provide details in the corresponding comment box for the data subject selected.
- For individualised data subjects include information about whether the data subject is made aware either at the time of collection or subsequently, that other organisations will receive their data.

Note: 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.

DATA SUBJECT		COMMENT
Individual Data Subject	☒	MPRN, size of solar panel installation DAFM's privacy notice will notify applicants that their MPRN may be shared with SEAI SEAI's privacy notice will notify applicants that their data may be shared with DAFM for this purpose.
Classes of Data Subjects	☐	

Table 3.5

3.6 Impetus for data sharing

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

Where both i and ii in Table 3.6 are selected, ensure details are provided in Section 4.2.

THE IMPETUS FOR THE DISCLOSURE OF DATA WILL COME FROM:	TICK AS APPROPRIATE	COMMENT
i. Data subject	☐	
ii. Public Body	☒	DSA initiated by DAFM to comply with EU Regulation (EU) No 1307/2013, EU Regulation (EU) No 1307/2013: Member States should ensure that Agri-environment payments to applicants do not lead to double funding under similar support instruments

Table 3.6

3.7 Duration

Define the start and end dates[2] of the information transfer. The start date is the effective date[3] for data sharing:

The Data Sharing Agreement will commence on [October 2026] and continue until the parties agree to terminate agreement..

3.8 Frequency

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

TYPE		DESCRIPTION
Once off	☐	
Frequent/regular updates	☐	DAFM: A minimum weekly lateral transfer is expected to perform the double funding check, additional adhoc transfers may occur where necessary in the event of an issue. SEAI: A minimum weekly lateral transfer is expected to perform the double funding check, additional adhoc transfers may occur where necessary in the event of an issue.
Other frequency	☐	

Table 3.8

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[2] The DSGA Data Sharing Playbook outlines the stages involved in the process under the Framework. Please reference the playbook to ensure you provide an appropriate effective date for this data sharing agreement.

[3] Effective date – s61 of the DSGA states that the DSA will come into effect on the date of its publication by the Lead party (Stage 8 of the playbook process).

4. How data will be processed

4.1 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.

All Parties shall ensure they provide sufficient information to data subjects about the sharing of their personal data, as set out in this agreement. The parties should provide information about 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.

4.2 Description of processing after disclosure

Include a description of how the disclosed information will be processed after it has been received (further processed) by each receiving party.

	DESCRIPTION OF PROCESSING
DAFM	DAFM Data will be shared through the DAFM SharePoint-based Cloud Sharing Solution, which is stored within Microsoft SharePoint Online, which is a cloud-hosted service operated by Microsoft and hosted in Microsoft datacentres. It is not stored on DAFM on-premises infrastructure No databases are involved. SEAI & DAFM will access the same site from the shared SharePoint online directory. SEAI staff who require access to the data will be explicitly added as External Guests to the Cloud Site explicitly created for the DAFM-SEAI MPRN data sharing purpose. File / Folder level EDIT or READ only permission will be given to SEAI staff involved. MPRNs of applicants of DAFM scheme(s) will be shared by DAFM prior to their payment run or as required to SEAI. SEAI will cross check these against all paid applications of the SEAI NDMG to identify potential double funding. Where a match is identified, those MPRN's shall be highlighted on the provided schedule, and the size of solar installation for each added to the schedule on the shared SharePoint Folder. Where double funding has been detected a 100% penalty will be applied to the solar investment. The applicant will be notified by letter of the penalty; the letter will outline their right to a review of this decision by DAFM. Should DAFM

SEAI	uphold the decision to impose the penalty they would have the right to appeal the decision with the Agricultural Appeals Office. SEAI MPRNs from DAFM of all paid applications from their scheme will be provided to SEAI prior to SEAI payment run or as required via the shared SharePoint folder hosted by DAFM. These will be cross referenced against SEAI data to prevent double funding. MPRN and size of solar installation will be contained in this shared file via SharePoint. If a match is found a further review will be followed by SEAI to ascertain if double funding is apparent. If double funding is detected, then applicants will be informed by letter that recoupment may take place. They will be informed of recoupment amount, right to a review or appeal the decision.

[Insert rows for each receiving party.]

Table 4.2

4.3 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 4.3 below.

	RESTRICTIONS ON DISCLOSURE AFTER PROCESSING
[Party receiving data – DAFM and SEAI]	Data disclosed as part of this Data Sharing Agreement will not be shared with any other party other than those named in the agreement unless there is a clear legal basis that requires this. Data should only be used for the purposes outlined in this agreement. Data will not be shared with another third party.

[Insert rows as appropriate]

Table 4.3

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5. Security Measures

5.1 Security and training

All Parties shall adhere to the procedures set out in Section 5.2 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.

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

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

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

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

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

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5.2 Security measures

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

- 5.2.1 – Lead Agency/Party Disclosing Data
- 5.2.2 – Party/Parties Receiving Data
- 5.2.3 – Data Breaches and Reporting
-

5.2.1 Lead agency/ party disclosing data

The Lead Agency/ party disclosing data must describe how data is **securely transferred**, in a manner that does not compromise any security measures in place.

DATA TRANSMISSION SECURITY STATEMENT
Specify the security measures to apply to the transmission of the data, in a manner that does not compromise those security measures.
DAFM Only data that is absolutely required for the given purpose will be forwarded or made available. No additional data will be supplied. All data transfers with SEAI will be guided by DAFM Information Transfer Policy and Information Classification Policy. Any data breach whether it is accidental or deliberate sharing of PII (Personally Identifiable Information), at any stage of the data sharing, will be immediately notified to both the DAFM and SEAI Data Protection Units. As ISO 27001:2022 is DAFM's ISMS (Information Security Management System), any data sharing with SEAI will align with ISO 27001:2022 (Control A.5.14 for Information Transfer). SharePoint security relies on a layered model using built-in groups, user permissions, and encryption. It protects data through role-based access control, site privacy levels, and multi-factor sign-ins. Accuracy of the data will be ensured before it is shared. A two-step checking mechanism will be implemented, comprising of automated validation through Excel formula/macro and a manual verification check to ensure accuracy and completeness. Only the data that is absolutely required for the given purpose will be shared. No additional data will be supplied. The data recipients will also check that data received is that which has been agreed. Recipients will ensure that the data is only used for the purpose specified. Recipients in DAFM will be staff with secure and restricted access. The file will be password protected and the password will only be shared with necessary staff. Access to the data will be by approved users in DAFM and limited to those who require the data to perform the necessary function.

DAFM Organisational measures:
All data is managed inline with DAFM's Information Security policies and procedures

- All PCs are password protected in accordance with DAFM's Password policy.
- Idle PCs are automatically locked
- Appropriate antivirus software and firewalls are used to protect integrity and security of electronically processed data
- Unique identifiers are applied for every user with access to data
- Remote access is managed by strictly controlled methods utilising multi-factor authentication
- The use of USB ports is managed
- Data breach procedures apply
- Access to offices is by swipe access
- Data retention rules are applied for both electronic and hard-copy data
- A clear desk policy is applied as per DAFM Clear Desk and Clear Screen Policy.
- All staff must comply and complete data security training
- Regular internal and third-party audits are conducted on a bi-annual basis to support - certification to ISO 27001:2022 and to manage IT Security Controls.
- Remote access is granted for staff via a secured and encrypted company smart device.
- DAFM have a Backup and Recovery policy in place.

SEAI
DAFM has a File Sharing solution built on Microsoft SharePoint software. A Cloud Collaboration Site will be bult exclusively for data sharing with SEAI. SEAI staff who work on this project will be added as External Guests to this site explicitly. Access permissions will be agreed and granted. Access to the site will be restricted to only the files shared by DAFM or SEAI.

- Only MPRN data that is absolutely required for the given purpose will be shared by SEAI to DAFM and vice versa.
- Accuracy of the data will be ensured before it is shared. Control measures will be in place, for all data, particularly PII.
- Recipients in DAFM will check that data received is that which has been agreed and that no other data than MPRN and size of Solar installation is shared.
- Recipients will ensure that the data is only used for the purpose specified.
- Recipients in SEAI will be staff with secure and restricted access.
- The data will be securely shared within SEAI to facilitate appropriate action being taken in line with the purposes of the data sharing, where matches are found.
- No further movement of the data will take place without the permission of the original Sender (DAFM and SEAI).
- Access to the data will be by approved users.
- Data retained in DAFM must be stored securely and only accessible via secure communications channels.

Table 5.2.1

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5.2.2 Party/Parties receiving data

Each Party receiving the disclosed data must describe how data is **securely stored and accessed**, in a manner that does not compromise any security measures in place.

Receiving Party/Parties Data Storage and Access Security Statement
DAFM – No further movement of the data or transfer to another area can take place without permission of the original discloser (DAFM and SEAI) and must be in line with the stated purpose(s) of this DSA. MPRN data will be shared through the DAFM SharePoint-based Cloud Sharing Solution is stored within Microsoft SharePoint Online, which is a cloud-hosted service operated by Microsoft and hosted in Microsoft datacentres. It is not stored on DAFM on-premises infrastructure. Only DAFM & SEAI staff who have been given explicit permission to access it will have access to the MPRN data. All data received will be held in a secure manner on SharePoint. Microsoft maintains resilience and recovery capabilities for SharePoint Online, including data replication and backup mechanisms to support service continuity and disaster recovery. Data is replicated across Microsoft infrastructure, and retention/recovery features are available within the Microsoft 365 service Sensitive data will be treated in line with DAFMs internal Information Data Classification policy. All data transfer with SEAI will be governed by DAFM Information Transfer Policy. All personal data will be handled in the strictest confidence. SEAI DAFM has a File Sharing solution built on Microsoft SharePoint software. A Cloud Collaboration Site will be bult exclusively for data sharing with SEAI. SEAI staff who work on this project will be added as External Guests to this site explicitly. Access permissions will be agreed and granted. Access to the site will be restricted to only the files shared by DAFM or SEAI. Only MPRN data that is absolutely required for the given purpose will be shared by SEAI to DAFM and vice versa. Accuracy of the data will be ensured before it is shared. Control measures will be in place, for all data, particularly PII. Any data identified as 'Confidential' will be treated in line with the SEAI Information Classification policy. All personal data accessed and shared by SEAI will be done so in accordance with the Information Classification policy.

Table 5.2.2

5.3 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.

6. Retention

Define the retention requirements for the disclosure of personal data, and its destruction, for the duration of this Data Sharing Agreement until this agreement is terminated.

6.1 Retention of disclosed Personal Data

Detail the retention requirements of the disclosed personal data and the information resulting from the processing of the personal data.

INFORMATION TYPE	RECEIVING PARTY	DESCRIPTION
1. Personal data to be disclosed	DAFM	The data submitted in support of the application by the data subject will be retained by DAFM only as long as is necessary in line with the purposes for which it was collected. Data will be retained for a period of 6-10 years. Data is held in line with GDPR Article 5 (1) (e) data is not held longer than is necessary for the purposes for which the data is processed.
	SEAI	The data provided by DAFM will be retained by SEAI only as long as is necessary in line with the purposes for which it was collected. In accordance with the SEAI Data retention policy, the retention period will not be greater than 7 (6+1) years.
2. Information resulting from processing of the personal data	DAFM	Any records created as a result of the processing of the data shared in the agreement will be retained only as long as is necessary in line with the purposes for which it was collected in line with the National Archives Act.
	SEAI	Information resulting from the processing will be retained only as long as necessary for the purposes and in line with SEAI retention policies

[Insert rows for each receiving party.]

Table 6.0

6.2. Methods Used to destroy/delete personal data

Detail how the disclosed personal data, and resulting information, will be destroyed or deleted at the end of the retention period as defined in this Data Sharing Agreement.

INFORMATION TYPE	RECEIVING PARTY	DESCRIPTION
1. Personal data to be disclosed	DAFM	Any records created at any stage of this processing activity will be securely disposed of / destroyed where the copies of Personal Data are no longer necessary to be retained in line with the retention period of 6-10 years. This will take place in line with National Archives guidelines once data destruction certificates are received.
	SEAI	All data received from DAFM under this agreement will be securely deleted once it is no longer required for the purposes collected including any additional files created.
2. Information resulting from processing of the personal data	DAFM	Any records created as a result of the processing of the data shared in the agreement will be retained only as long as is necessary in line with the purposes for which it was collected. These records will be destroyed in line with National Archives guidelines once data destruction certificates are received.
	SEAI	Any records created as a result of the processing of the data shared in the agreement will be retained only as long as necessary in line with the purposes for which it was collected and securely deleted when no longer required.

[Insert rows **for each receiving party.**]

Table 6.1

7. Withdrawal from Agreement

7.1 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.

7.2 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.

7.3 [Add additional sections as required]

[Delete if not required]

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8. Other Matters

8.1 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.

8.2 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.

8.3 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 Ireland and any such dispute or claim shall be subject to the exclusive jurisdiction of the courts of Ireland.

8.4 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.

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8.5 Publication

8.5.1 Public consultation and publishing a notice

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

8.5.2 Publishing the executed data sharing agreement

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 send a copy of the agreement to the Data Governance Unit who will accept it on behalf of the Minister. This should be within 10 days of the execution (signing by authorised signatory).

As soon as practicable thereafter the Lead Agency shall then publish a copy of the final agreement on a website maintained by it. The Data Sharing Agreement becomes effective and the data sharing can commence once the Lead Agency publishes this copy of the agreement on their website.

8.6 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 assume the role of Lead agency.

8.7 [Add additional sections as required]

[Delete if not required]

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9. 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.

9.1 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 a summary of any DPIA carried out in Section 10 of this document will be required.

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

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

Table 9.1

If **'Yes'** proceed to **9.2**
If **'No'** proceed to **9.1.2**

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

Table 9.2

If '**Yes'** to either of the last two questions, proceed to **9.1.4**
If '**No'** to both of the last two questions, proceed to **9.2 Article 35**

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

Table 9.3

If '**Yes**', then a DPIA is likely required under Article 35 GDPR.
If '**No**' proceed to **9.2**.

9.2 Further considerations

There are limited circumstances where a mandatory DPIA should be carried out, even where processing was underway prior to the GDPR coming into effect[4].

	DOES THE PROCESS INVOLVE:	YES/NO
9.2.1	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
9.2.2	A systematic monitoring of a publicly accessible area on a large scale.	NO
9.2.3	The Data Protection Commission has determined that a DPIA will also be mandatory for the following types of processing operation where a documented screening or preliminary risk assessment indicates that the processing operation is likely to result in a high risk to the rights and freedoms of individuals pursuant to GDPR Article 35(1): Lists of Types of Data Processing Operations which require a DPIA. (*if this hyperlink does not work, use the following url: https://www.dataprotection.ie/sites/default/files/uploads/2018-11/Data-Protection-Impact-Assessment.pdf)*	NO

Table 9.4

If **'Yes'** to any then a DPIA under Article 35 GDPR is likely required.

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

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

10. Schedule A - Data Protection Impact Assessment

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

OR

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

DPIA	Select	SUMMARY OF DATA PROTECTION IMPACT ASSESSMENT
Has been conducted	☐	To include a summary of the matters referred to in Article 35(7) GDPR)] The summary shall contain at least: 1. a systematic description of the envisaged processing operations and the purposes of the processing, including, where applicable, the legitimate interest pursued by the controller; 2. an assessment of the necessity and proportionality of the processing operations in relation to the purposes; 3. an assessment of the risks to the rights and freedoms of data subjects 4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data and to demonstrate compliance with this Regulation taking into account the rights and legitimate interests of data subjects and other persons concerned.
Has not been conducted	☒	No DPIA was necessary as this is not considered a high risk processing activity.

Table 10.0

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 the Data Sharing and Governance Act 2019 , 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.

11.Schedule B

11.1 Necessary for the performance of a function

Further to what is outlined in Table 1.1, 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.

DAFM require a dual funding cross check agreement with the SEAI. It is required to verify that the Solar energy equipment that is grant-aided by DAFM schemes has not already been funded under the SEAI grants scheme. As stated in Regulation (EU) No 1305/2013, No 1307/2013 Member States should ensure that Agri-environment payments to applicants does not lead to double funding under similar support instruments. DAFM are required to verify that the solar energy equipment that is grant aided by schemes administered by the Horticulture & Plant Health Division (HPHD) of DAFM has not already been funded under the SEAI Grants Scheme. SEAI are obliged to confirm to GBER rules on state aid and in particular in the context of this agreement they are obliged under Article 8 re cumulation of aid to ensure that the total percentage aid provided between SEAI and DAFM solar grants does not exceed what is permitted under the legislation. In order to do this, it is essential that SEAI has visibility of grants already paid out to the data subjects by DAFM.

Table 11.1

11.2 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.

Security, retention <u>DAFM</u> DAFM data will always be held in an appropriate shared directory and never on a personal drive. All data received will be held in a secure manner. All data will be treated in line with the internal DAFM Information Classification policy, Only that data that is absolutely required for the given purpose will be forwarded or made available elsewhere within DAFM. No additional data will be supplied. Where possible and appropriate data will be shared within a shared directory on SharePoint rather than by email which creates additional copies of such data. All DAFM staff receive training on data protection and data security best practices and are aware of data breach procedures as outlined by DAFM data protection unit. Accuracy of the data will be ensured before it is shared by checking the data against the MPRN recorded at application stage. A checking mechanism will be in place particularly for all personal

data transferred. Recipients will check that data received is that which has been agreed. Recipients will ensure that the data is only used for the purpose specified. No further movement of the data or transfer to another area can take place without permission of the original Sender (DAFM and SEAI). The data submitted in support of the application by the data subject will be retained by DAFM only as long as is necessary in line with the purposes for which it was collected. Any records created at any stage of this processing activity are securely disposed of or destroyed where the copies of Personal Data are no longer necessary to be retained.
Electronic files will be securely deleted once the retention period of 6-10 years has been met. This will take place in line with National Archives guidelines once data destruction certificates are received**.**

DAFM Organisational measures:
All data is managed in line with DAFM's Information Security policies and procedures

- All PCs are password protected in accordance with DAFM's Password policy.
- Idle PCs are automatically locked
- Appropriate antivirus software and firewalls are used to protect integrity and security of electronically processed data
- Unique identifiers are applied for every user with access to data
- Remote access is managed by strictly controlled methods utilising multi-factor authentication
- Data breach procedures apply
- Access to offices is by swipe access
- Data retention rules are applied for both electronic and hard-copy data
- A clear desk policy is applied as per DAFM Clear Desk and Clear Screen Policy.
- All staff must comply and complete data security training.
- Regular internal and third-party audits are conducted on a bi-annual basis to support - certification to ISO 27001:2022 and to manage IT Security Controls.
- Remote access is granted for staff via a secured and encrypted company smart device.
- DAFM have a Backup and Recovery policy in place.

SEAI
DAFM has a File Sharing solution built on Microsoft SharePoint software. A Cloud Collaboration Site will be bult exclusively for data sharing with SEAI. SEAI staff who work on this project will be added as External Guests to this site explicitly. Access permissions will be agreed and granted. Access to the site will be restricted to only the files shared by DAFM or SEAI.

- Only MPRN data that is absolutely required for the given purpose will be shared by SEAI to DAFM and vice versa.
- Accuracy of the data will be ensured before it is shared. Control measures will be in place, for all data, particularly PII.
- Recipients in DAFM will check that data received is that which has been agreed and that no other data than MPRN and size of Solar installation is shared.
- Recipients will ensure that the data is only used for the purpose specified.
- Recipients in SEAI will be staff with secure and restricted access.
- The data will be securely shared within SEAI to facilitate appropriate action being taken in line with the purposes of the data sharing**,** where matches are found.
- No further movement of the data will take place without the permission of the original Sender (DAFM and SEAI).

• Access to the data will be by approved users. • Data retained in DAFM must be stored securely and only accessible via secure communications channels.

Table 11.2

DRAFT

12. Schedule C

12.1 List of parties to this agreement

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

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

List names of the Parties to this agreement
• SEAI • DAFM

Table 12.1

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13. 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. (**Stage 7 of the Playbook process**).

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.

13.1 Lead Agency

LEAD AGENCY			
Signature:	Insert Signature	**Date:**	DD/MM/YYYY
Print Name:	Print Name		
Position Held:	Insert position of Authorised Signatory		
Email:	Insert email address		
For and behalf of:	Insert name of organisation		

Table 13 .1

13.2 Other Party/Parties

OTHER PARTY			
Signature:	Insert Signature	**Date:**	DD/MM/YYYY
Print Name:	Print Name		
Position Held:	Insert position of Authorised Signatory		
Email:	Insert email address		
For and behalf of:	Insert name of organisation		

[Append further Authorised Signatory sections for each additional Party, use same format as above Table 13.2.]

Table 13.2

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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 they:

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

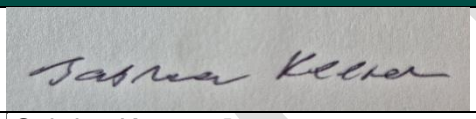
The Parties hereby agree to their obligations pursuant to this Data Sharing Agreement for the transfer of personal data as described in this Data Sharing Agreement.

Lead Agency DPO Statement

LEAD AGENCY DATA PROTECTION OFFICERS STATEMENT			
I have reviewed the proposed agreement			☒
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law			☒
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation			☒
Signature:	Caitriona McEvoy]	**Date:**	07/09/26
Print Name:	Caitriona McEvoy]		
Position:	Data Protection Officer		
Email:	dataprotectionofficer@agriculture.gov.ie]		
For and on behalf of:	Department of Agriculture Food and the Marine]		
If the DPO is externally contracted, provide the name of the contracted company.	N/A **]**		

Table 14.1

Other Party/Parties DPO Statement

OTHER PARTY DATA PROTECTION OFFICER STATEMENT			
I have reviewed the proposed agreement			☒
I am satisfied that compliance by the proposed Parties with the terms of the proposed agreement would not result in a contravention of data protection law			☒
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation			☒
Signature:		**Date:**	07/09/2026
Print Name:	Sabrina Keenan]		
Position:	Data Protection Officer**]**		
Email:	data.protection@seai.ie]		
For and on behalf of:	SEAI		
If the DPO is externally contracted, provide the name of the contracted company.	**[**Insert name of company**]**		

[Append further Data Protection Officer Statement sections for each additional Party. Copy the same format as table 14.2]

Table 14.2

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