

HEA|

Dated 15/08/2024

Memorandum of Understanding

Between

An tÚdarás um Ard-Oideachas/The Higher Education Authority of 3 Shelbourne Buildings, Crampton Avenue, Ballsbridge, D04 C2Y6, (hereinafter referred to as "**An tÚdarás**"),

and

Taighde Éireann/Research Ireland, of Three Park Place, Hatch Street Upper, Saint Kevin's, Dublin 2, D02 FX65 (hereinafter referred to as "TE")

1. Background

The Research and Innovation Act, 2024 has been enacted into law. A Ministerial Order was made on 1st Aug (the 'Establishment Day') establishing TE as an official new Research and Innovation funding agency. The Act contemplates the amalgamation of the activities and functions of the Irish Research Council ('IRC') which forms part of an tÚdarás and Science Foundation Ireland ('SFI') to create a new funding agency for research and innovation, Taighde Éireann.

2. Objective of this Memorandum

The objective of this Memorandum is to facilitate arrangements for the transfer of necessary IRC data held an tÚdarás on behalf of IRC to TE on foot of the establishment of TE and subsequent Ministerial Order directing the transfer of IRC staff to TE.

3. Legal Basis for the Transfer of Data

S67 of the Act provides for the transfer of certain records held by an tÚdarás relating to activities as respects research and innovation carried out by the Irish Research Council to be transferred to TE on the Establishment Day ('Business Data').

S64 of the Act provides for the transfer of designated IRC staff to TE on foot of Ministerial Order which necessitates to transfer of personal employee data necessary to effect the transfer ('Employee Data').

Business Data and Employee Data together shall be known at the 'Data'.

4. The Purpose of the Transfer of Data

The purpose of the transfer of Business Data in supporting the ongoing activities as respects research and innovation performed by the IRC in its amalgamation with SFI into TE. Additionally, the transfer of Employee Data is necessary to enable the proper transfer of staff records relevant to the transfer of IRC staff to TE at the appropriate time.

5. Data Protection Responsibilities of the Parties

The data controller for personal data is an tÚdarás. When the Data is transferred to TE, TE becomes the data controller for the Data it holds. An tÚdarás remains the controller for the Data files it holds.

An tÚdarás and TE will be responsible for fulfilling their respective obligations placed on data controllers by the GDPR and Data Protection Act 2018 and for processing personal data in line with the data protection principles outlined under Article 5 GDPR and Section 71 of the Data Protection Act 2018.

As data controllers, the parties shall take steps to ensure all access to the personal data processed for the purposes of this agreement is kept confidential and limit access to this personal Data to only those individuals who are required to have access to the Data in order to carry out their respective functions. The parties shall ensure that all such individuals who have access to the personal data are subject to an undertaking of confidentiality.

The parties shall implement appropriate and adequate technical and organisational measures to safeguard the confidentiality, accuracy, integrity and availability of the personal data shared under this Agreement.

The parties shall guard against any unlawful access to, or processing of, this personal data (including unauthorised disclosure, deterioration or alteration of personal data), taking account of the nature of the personal data concerned, the accessibility of the data, the nature, scope, context and purpose of the processing, and any risks to the rights and freedoms of individuals arising from the processing concerned.

The parties shall maintain administrative, physical and technical safeguards designed for the protection and security, confidentiality and integrity of the personal data being processed under this agreement. They shall review the administrative, physical and technical

safeguards regularly and shall implement appropriate safeguards where more effective measures may be identified. The parties shall document the implementation of the technical and organisational measures in accordance with the requirements of the GDPR and the Data Protection Act 2018.

Once the data transfer process is complete, TE will refer to its own data breach procedures and may report the breach to the Data Protection Commission as appropriate.

Each party shall in its capacity of data controller be responsible for fulfilling all the obligations placed on data controllers by the GDPR and the Data Protection Act, 2018 in respect of safeguarding the rights of data subjects concerning access to, and the correction, deletion or erasure of personal data. This shall enable the fulfilment by the data controller of its obligation to respond to requests by data subjects to exercise their rights under data protection legislation.

Each party shall be responsible for providing the data subject with the information required to be given to the data subject under Articles 13 and 14 of the GDPR.

The Memorandum shall come into force from the date of its signature by all parties. It shall cover a total of two data transfers – the transfer of records held by an tÚdarás relating to activities as respects research and innovation carried out by the Irish Research Council, and the transfer of personal employee data necessary to effect the transfer of IRC staff to TE.

6. Date of Completion of Transfer

For Business Data, the data shall be transferred upon signature of this MOU. For Employee Data, this will be upon the signature of the Ministerial Order commencing Section 64 of the Act.

7. Duration, Review and General Provisions of the Memorandum of Understanding

This MoU will be published on the TE website and an tÚdarás' website (www.heai.ie). This MoU will remain in force until the transfer of all data is complete as agreed between the Parties.

This MoU may be amended, subject to the mutual agreement of both organisations. The following general provisions apply for the duration of the MoU:

Amendments

Either party may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU and its associated Protocol which are mutually agreed upon by and between the parties to this MoU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MoU.

Disputes

Any disagreement arising from the interpretation of this MOU will be referred to the CEO of TE and the CEO of an tÚdarás who will endeavour to resolve it within the spirit of this MOU. The relevant Policies and Procedures within an tÚdarás and TE which relate to this MoU and its associated Protocol shall be adhered to at all times.

Entirety of Agreement

This MoU, consisting of these pages, represents an integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral regarding the an headed matter. Severability. Should any portion of this MoU and its associated Protocol be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

Agreement to this Memorandum

I confirm agreement with the content of this Memorandum.

Signed:



Print Name: Dr Alan Wall

Position: Chief Executive Officer

Authorised to sign on behalf of an tÚdarás.

Signed: *Celine Fitzgerald*

Print Name: CELINE FITZGERALD.

Position: *Interim CEO.*

Authorised to co-sign on behalf of TE.

Appendix A – Schedule of Business Data Being Transferred

Primary Contact for TE:	Eric Dowdall eric.dowdall@researchireland.ie
Primary Contact for an tÚdarás:	ict@hea.ie
AN TÚDARÁS Data Protection Officer Contact Details:	dataprotection@hea.ie
TE Data Protection Officer Contact Details:	elliott.mcvann@researchireland.ie
Purpose of data sharing:	To enable the transfer of functions from IRC to TE.
Legal basis:	Article 6(1) (c) GDPR pursuant to Section 67 of the Research and Innovation Act 2024.
Categories of data subject:	Applicants and awardees, referees, supervisors, HEI staff, assessors, suppliers, members of the Irish Research Council.
Categories of data being transferred:	Shared mailbox content, File server share data, User mailbox content, User OneDrive data, Website data, social media data, User active directory account information, Data relating to applications/awards on Smart Simple system, contract and supplier information relating to IRC, financial data relating to IRC, documents relating to meetings of the Irish Research Council on Admin Control system. Data on IRC Record of Processing Activity. Mailmeter archive.
Retention:	An tÚdarás will retain data for six months, after which it will be destroyed. TE to develop retention periods for all data they process.
Method of transfer:	Via secure portal managed by Research Ireland.
Date of transfer commencement.	Date of signature for this MOU.

Appendix B – Schedule of IRC Staff Employee Data Being Transferred

Primary Contact for TE:	Ursula Kenny, ursula.kenny@researchireland.ie
Primary Contact for an tÚdarás:	Niamh Drumgoole, ndrumgoole@hea.ie
An tÚdarás Data Protection Officer Contact Details:	dataprotection@hea.ie
TE Data Protection Officer Contact Details:	elliott.mcvann@researchireland.ie
Purpose of data sharing:	To allow for the transfer of staff from IRC to TE.
Legal basis:	Article 6(1) (c) GDPR pursuant to Section 64 of the Research and Innovation Act 2024.

Categories of data subject:	IRC Staff
Categories of data being transferred :	Payroll data, pension data, HR system data, IRC staff personal file, training records, leave and flexi records, reasonable accommodation/Disability Liaison office requests.
Retention:	An tÚdarás will retain personal data for six months, after which it will be destroyed. TE to develop retention periods for all data they process. An tÚdarás are required to retain data relating to pensions on a limited case by case basis which is to be determined.
Method of transfer:	Via secure portal managed by Research Ireland.
Date of transfer commencement:	Date of signature of Ministerial Order commencing S64 of the Research and Innovation Act.