

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CENTRAL STATISTICS OFFICE

AND

DEPARTMENT OF AGRICULTURE, FOOD AND
THE MARINE

JUNE 2017

Signed:



Padraig Dalton
Director General
Central Statistics Office

Signed:



Aidan O'Driscoll
Secretary General
Department of Agriculture, Food and Marine

Date: 16/06/17

Date:



An Phríomh-Oifig Staidrimh
Central Statistics Office



Department of
**Agriculture,
Food and the Marine**

An Roinn
**Talmhaíochta,
Bia agus Mara**

1. INTRODUCTION

- 1.1 The objective of this Memorandum of Understanding (MoU) is to set out areas of mutual responsibility and shared interest between the Central Statistics Office (CSO) and the Department of Agriculture, Food and the Marine (DAFM) in the use of administrative data for statistical purposes.
- 1.2 A number of data files are currently provided by DAFM to the CSO in accordance with the Statistics Act 1993. These files contain data at the level necessary for the CSO to meet compulsory European statistical regulatory demands and also to meet national user needs.
- 1.3 The CSO shall ensure that all administrative data requested from DAFM by way of a formal notice under section 30 of the Statistics Act 1993 is necessary and proportionate, having regard to the statistical outputs which need to be produced.
- 1.4 DAFM acknowledges the requirement of the CSO to continue to receive files requested by way of a notice under section 30 of the Statistics Act 1993 and undertakes to provide these data files at the required frequency. A list of these files, with delivery frequency, reason required, file format and transmission method shall be maintained by both Offices and is included in Annex 1. During the lifetime of this agreement, DAFM and the CSO agree that this list of data files shall be periodically reviewed and amendments thereto shall be made with the consent of both parties in accordance with section 30 of the Statistics Act 1993.
- 1.5 Access to the administrative data supplied by DAFM will be restricted to CSO personnel involved in the production of statistics. Data files provided by DAFM to the CSO will be deleted by the CSO when they are no longer needed for statistical production.
- 1.6 This MoU is also in line with the recommendations of the National Statistics Board in its Strategy for Statistics 2015-2020. It is consistent with EU and Irish government policies in seeking to reduce administrative burden.
- 1.7 In addition, Indicator 9.4 of Principle 9 of the European Statistics Code of Practice¹ states that 'Administrative sources are used whenever possible to avoid duplicating requests for information'.

¹ <http://ec.europa.eu/eurostat/documents/3859598/5921861/KS-32-11-955-EN.PDF/5fa1ebc6-90bb-43fa-888f-dde032471e15>

2. CENTRAL STATISTICS OFFICE (CSO)

Mandate and Mission

The CSO is an independent Office and the Director General of the CSO has sole responsibility in relation to professional statistical matters.

The CSO's Mission is to provide high quality information, both for evidence based decision-making and to support accountability.

Mandate

The CSO's mandate is built on the Statistics Act 1993 and on EU Regulation 223/2009 and allows for;

- The collection, compilation, extraction and dissemination for statistical purposes of information relating to economic, social and general activities and conditions in the State.
- The co-ordination of official statistics compiled by public authorities.

2.1 DEPARTMENT OF AGRICULTURE, FOOD AND THE MARINE (DAFM)

Mission

The Department of Agriculture, Food and Marine's Mission according to its current Statement of Strategy (2016-2019)² is:

"Serving the government and people of Ireland by leading, developing and regulating the agri-food sector³, protecting public health and optimising social, economic and environmental benefits"

² <http://www.agriculture.gov.ie/media/migration/publications/2017/StatementStrategyMainDoc030217.pdf>

³ Agri-food sector includes primary agriculture, horticulture, the food and beverage industry, fisheries and fish processing, forestry and forest product processing

3. LEGAL OBLIGATIONS

- 3.1 All data provided to the CSO under this agreement shall be treated as strictly confidential, and be used solely for statistical purposes and in line with this agreement.
- 3.2 The data will not be used for any other purpose. Transfer and processing of data shall be done in accordance with the Statistics Act, 1993⁴; the Data Protection Acts, 1988 and 2003⁵; EU statistical law⁶ and in accordance with the CSO's Code of Practice on Statistical Confidentiality⁷.
- 3.3 In particular, the parties recognise that they are bound to carry out the transfer and processing of data in accordance with the following provisions:
- Sections 30 and 31 of the Statistics Act 1993 and Article 17a of Regulation (EC) No. 223/2009⁸ which deal with access to and use of the records of Public Authorities for Statistical Purposes and
 - Sections 32 and 33 of the Statistics Act 1993 concerning protection of information.
- 3.4 Any data produced by the CSO from DAFM administrative data will only be shared and or published on an anonymised basis. Raw data will not be disclosed to any other party except where otherwise required by law.
- 3.5 Data will be retained and processed by the CSO in accordance with the requirements of the Data Protection Acts 1988 and 2003 and any other Data Protection legislation that is applicable at the time.
- 3.6 The CSO is aware of the requirements of the Data Protection Acts 1988 and 2003, Freedom of Information Act 2014⁹, and European Communities (Access to Information on the Environment) Regulations 2007 (Statutory Instrument 133 of 2007)¹⁰, and undertakes to comply with those requirements in relation to the data.
- 3.7 Article 17a of Regulation 223/2009 provides 'Access by and involvement of the NSIs, other national authorities and the Commission (Eurostat) pursuant to paragraphs 1 and 2 shall be limited to administrative records within their own respective public

⁴ <http://www.cso.ie/en/media/csoie/census/documents/statsact93.pdf>

⁵ <http://www.dataprotection.ie/docs/LAW-ON-DATA-PROTECTION/795.htm>

⁶ <http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32009R0223>

⁷ <http://www.cso.ie/en/aboutus/csodataprotocol/annex2/>

⁸ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:087:0164:0173:en:PDF>

⁹ <http://www.irishstatutebook.ie/eli/2014/act/30/enacted/en/html>

¹⁰ <http://www.irishstatutebook.ie/eli/2007/si/133/made/en/print>

administrative system'. In this regard, provision should be made for data that concerns another Department.

4. SECURITY

4.1 The data will be managed in line with the CSO's obligation under the Data Protection Acts 1988 and 2003 and in the light of operational experience to ensure (among other things) that:

- a) appropriate security arrangements are in place and regularly reviewed;
- b) retention and deletion policy is regularly reviewed; and,
- c) data will be suitably destroyed when no longer needed, as authorised by the Department of Agriculture, Food and the Marine.

4.2 The Department of Agriculture, Food and the Marine will provide the CSO with the data using the formats listed and methods of transfer agreed in the list of data files referred to in section 1.4. The CSO shall not copy this data onto removable media (including CD-ROM, removable memory media and/or laptop computer) unless appropriate security provisions are in place e.g. encryption/password access, and there is an agreed business need to do this. The Department of Agriculture, Food and the Marine should be consulted in the event of this requirement. The data will be stored in a restricted access and encrypted folder using Bitvise SSH Server 6.45 on the CSO Computer system.

5. CONFIDENTIALITY

5.1 "Confidential information" shall mean all information disclosed by the Department of Agriculture, Food and the Marine to the CSO in any form or manner, provided that each such item of information would appear to a reasonable person to be confidential or is specifically stated by the Department of Agriculture, Food and the Marine to be confidential.

5.2 The CSO will take all proper steps to keep confidential all confidential information disclosed to, or obtained to, or obtained by, the CSO under or as a result of this Agreement, and will not divulge such information to any third party. Without prejudice to the foregoing, such information may be divulged where this is necessary for the proper performance of this Agreement and providing the CSO ensures that the recipient of such information is under a like obligation to that specified in this clause. In addition, no liability will attach in relation to confidential information which, through no fault on DAFM's part enters the public domain.

6. USAGE OF DATA

6.1 The CSO have in place with the Data Protection Commissioner, an agreed protocol for data matching¹¹. All linking of the data with other sources, both CSO and non-CSO shall be done in accordance with this protocol, and documented on the CSO website.

6.2 The CSO assists Teagasc in the sample selection procedure for the National Farm Survey (NFS). Teagasc has conducted the NFS on an annual basis since 1972. The Survey is operated as part of the Farm Accountancy Data Network (FADN) of the EU and fulfils Ireland's statutory obligation to provide data on farm output, costs and income to the European Commission under Council Regulations (EC) 1217/2009¹², as supplemented by Commission Delegated Regulation (EU) No. 1198/2014¹³. On an annual basis the CSO provides Teagasc with a list of replacement farms in order to maintain an adequate sample size for the NFS survey. This list contains the following details at the individual farm level, farmer's name, address, farm size category and farm type category. The CSO uses DAFM administrative data as well as CSO agriculture census and survey data to select the NFS replacement farms. The CSO and Teagasc have signed an MoU in which Teagasc has undertaken to use the data provided by the CSO for statistical purposes only. This shall be done in accordance with the Statistics Act 1993. In particular, Section 11 of the Statistics Act 1993 reference CSO co-operation with other public authorities for the collection, compilation, extraction or dissemination of information for statistical purposes.

6.4 Research Microdata Files derived from the data provided to the CSO may be made available, under strictly controlled conditions, to members of the research community. This is done under the CSO's RMF policy¹⁴, which maintains confidentiality while maximising the use and value of the data.

¹¹ <http://www.cso.ie/en/aboutus/csodataprotocol/linkingandintegratingdataholdings/>

¹²

[http://www.europarl.europa.eu/registre/docs_autres_institutions/commission_europeenne/com/2011/0855/COM_COM\(2011\)0855_EN.pdf](http://www.europarl.europa.eu/registre/docs_autres_institutions/commission_europeenne/com/2011/0855/COM_COM(2011)0855_EN.pdf)

¹³ http://fadn.pl/wp-content/uploads/2016/07/1198_2014_EN.pdf

¹⁴

<http://www.cso.ie/en/aboutus/dissemination/accesstomicrodatarulespoliciesandprocedures/policyonaccessto-researchmicrodatafiles/>

7. PROCEDURE FOR DATA LOSS/BREACH

- 7.1 In the event of a breach of information which has been supplied by the DAFM, the CSO will refer to their own data breach procedures and report the breach to the Office of the Data Protection Commissioner's Office as appropriate. The DAFM will not be held liable for any loss, damage or injury caused as a result of such data breach.
- 7.2 The CSO will, indemnify and keep indemnified the Department of Agriculture, Food and the Marine against all actions, claims liabilities and direct damages, cost charges and expenses which it may incur or suffer (whether through third party action or otherwise) arising out of or in connection with any breach by the CSO (including the avoidance of doubt a breach envisaged by clause 5.1 above) of any of the terms of this Agreement. For the avoidance of doubt, the indemnity of the CSO provides under this clause shall only apply to those actions, claims, liabilities, direct damages, costs, charges and expenses which directly arise from a breach of this Agreement.

8. CSO/DAFM ADMINISTRATIVE DATA LIAISON OFFICERS

- 8.1 The Agricultural Statistics Liaison Group (ASLG) shall continue as a formal high-level mechanism for consultation and communication between both Offices.

The Forest Statistics Liaison Group shall continue as a formal high-level mechanism for consultation and communication on forest statistics between both Offices.

- 8.2 The CSO and DAFM shall each appoint two administrative data liaison officers as the main point of contact between the two organisations. Two liaison officers (one from each organisation) will have responsibility for all matters related to agriculture administrative data. The remaining two liaison officers will have responsibility for all matters related to forest administrative data. The CSO officers will be at statistician or higher level and be appointed by the Director General of the CSO. The DAFM officer will be at assistant principal or higher level and Forestry Inspector (Grade 1) and be appointed by the Secretary General. The liaison officers will provide a mechanism for consultation and communication between the two offices.
- 8.3 It shall be the responsibility of the liaison officers to consider all administrative data matters and related issues of mutual interest.
- 8.4 The liaison officers shall address matters of data protection and regularly review the security of data transfer and storage mechanisms. Responsibility for approving data transfer mechanisms shall rest with the liaison officers. The CSO liaison officers will

ensure that the CSO maintains the appropriate infrastructure to ensure the secure storage of data received from DAFM. The CSO liaison officers will also ensure that DAFM administrative data will be managed according to the CSO's Code of Practice on Statistical Confidentiality¹⁵

8.5 The liaison officers shall appoint, as required, *ad hoc* sub-groups to investigate issues arising; such sub-groups shall report to the liaison officers.

8.6 The liaison officers shall meet on at least one occasion each year and shall be chaired alternately by CSO and DAFM.

9. COMMUNICATION

9.1 Any proposed changes to the data collected by the DAFM shall be communicated to the CSO in a timely fashion.

9.2 The effective operation of this Memorandum of Understanding may be subject to change or revision following an annual review of progress by the administrative data liaison officers with recommendations for change made to, and accepted by the respective signatories.

9.3 This agreement shall be published on the CSO and DAFM websites.

10. REVIEW

10.1 This Memorandum of Understanding will come into force on the date of signing and may be reviewed at any time, at the request of either party. Any changes to the Memorandum of Understanding shall be effected only with the mutual agreement of DAFM and the CSO.

10.2 This Memorandum of Understanding constitutes the entire agreement and understanding between DAFM and the CSO in relation to sharing administrative data for statistical purposes, and any and all other previous agreements, arrangements and understanding (whether written or oral) between the Offices with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

¹⁵ <http://www.cso.ie/en/aboutus/csodataprotocol/annex2/>