

# An Garda Síochána

Memorandum of Understanding (MOU)



## Memorandum of Understanding between An Garda Síochána and the Central Statistics Office (CSO)

---

<b>Effective Date</b>	23 <sup>rd</sup> April 2024
<b>Version No.</b>	1.0
<b>Approved by</b>	Garda Executive
<b>Policy Owner</b>	Executive Director (Chief Information Officer)

**Table of Contents**

**List of abbreviations.....3**

**Definitions of terms .....3**

**Establishment of the Parties.....3**

**Roles of the Parties .....3**

**Context and Background .....4**

**Purpose of the Memorandum of Understanding.....4**

**Data Protection responsibilities of each Party .....5**

**Legal Background .....6**

**Data transfer, security and data storage.....7**

**Joint Liaison Group .....8**

**Duration, Review and General Provisions of the Memorandum of Understanding .....8**

**Appendices .....10**



This Memorandum of Understanding is made on the XX XXXX 2024

Between

The Central Statistics Office (CSO), Skehard Road, Cork, T12 X00E

and

An Garda Síochána (AGS), Phoenix Park, Dublin 8, D08 HN3X.

### List of abbreviations

CSO	Central Statistics Office
AGS	An Garda Síochána
GDPR	General Data Protection Regulation
MoU	Memorandum of Understanding
JLG	Joint Liaison Group
sFTP	Secure File Transfer Protocol
EEA	European Economic Area

### Definitions of terms

#### Specified period:

- (a) the period beginning on the day Section 47 of the Garda Síochána Act, 2005 as amended comes into operation and ending 3 months after that day, and
- (b) each subsequent period of 3 months beginning on the day after the end of the previous period.

As per agreement between AGS and CSO, this specified period refers to Calendar Quarters.

“Data” means the information transferred to the CSO by An Garda Síochána.

“Data Controller, Data Processor, Data Subject, Personal Data, Sensitive Personal Data (also referred to as Special Categories of Personal Data), Processing, Third Party and Appropriate Technical and Organisational Measures” shall have the meanings as defined in the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

### Establishment of the Parties

The Central Statistics Office was established in 1949 and became a statutory body in 1994, under the Statistics Act, 1993.

An Garda Síochána is the national police and security service of Ireland and was established in 1922. The function of An Garda Síochána is set out in the Garda Síochána Act, 2005. It is headed by the Garda Commissioner who is appointed by the Irish Government.

### Roles of the Parties

**Central Statistics Office (CSO):** The functions of the Central Statistics Office are set out in the Statistics Act, 1993. In particular, Section 10 states that the functions of the Office are the collection, compilation, extraction and dissemination for statistical purposes of information relating to economic, social and general activities and conditions in the State. The Office has the authority to co-ordinate official statistics compiled by public authorities to ensure, in particular, adherence to statistical standards and the use of appropriate classifications and has the authority to assess the statistical potential of the records maintained by public authorities and to ensure that the potential is realised. Furthermore, the CSO has legal obligations regarding the development, production and dissemination of European statistics under Regulation (EC) No. 223/2009 of 11 March 2009.

**An Garda Síochána:** The function of An Garda Síochána is set out in Section 7 of the Garda Síochána Act, 2005, as amended, which states that:

The function of An Garda Síochána is to provide policing and security, including vetting services for the State with the objective of—

- (a) preserving peace and public order,
- (b) protecting life and property,
- (c) vindicating the human rights of each individual,
- (d) protecting the security of the State,
- (e) preventing crime,
- (f) bringing criminals to justice, including by detecting and investigating crime, and
- (g) regulating and controlling road traffic and improving road safety.

Section 47 of the Garda Síochána Act, 2005 requires the Commissioner of An Garda Síochána to compile for each specified period (calendar quarters) statistical information concerning offences, criminal proceedings and the state of crime in Ireland. It also requires An Garda Síochána to make this information available to the Minister for Justice and the CSO for the specified periods.

The CSO recognises that the primary purpose of Garda information systems is to support operational policing needs. However, where practicable and resources permit, information systems will also support statistical needs. The CSO and An Garda Síochána aim, in so far as it is possible, to use the same data for operational, Garda analytics (including published reports) and official statistics purposes. Where data is collected solely for official statistics purposes, this will be done so as to balance the need to collect relevant statistics and the burden it imposes on the Garda information systems and Garda personnel.

### **Context and Background**

The transfer of data to the CSO is facilitated by Sections 10 and 11 of the Statistics Act, 1993 and Section 47 of the Garda Síochána Act, 2005, as amended.

### **Purpose of the Memorandum of Understanding**

The purpose of this MoU is to ensure that there is effective co-operation between An Garda Síochána and the Central Statistics Office so that both organisations fulfil their respective statutory obligations for the production of crime statistics as set out in the Garda Síochána Act, 2005 and in accordance with the requirements of the Statistics Act, 1993.

This agreement is an MoU and is not intended to create binding or legal obligations on either Party. The MoU is entered into on the understanding that it is subordinate to the relevant legislation, set out below under 'Legal Background' governing each Party.

This MoU also sets out a shared understanding of the parties in relation to data protection issues that may arise and roles relating to the compilation, transfer and use of this data. The processing of personal data of data subjects is governed by the Statistics Act, 1993 and the Data Protection Acts 2018 and the General Data Protection Regulation.

### Data Protection Responsibilities of Each Party

The data controller for personal data is the Commissioner of An Garda Síochána. When the data is transferred to the CSO, the CSO becomes the data controller for the data file it holds. An Garda Síochána remains the controller for the data files it holds. It follows then that it is the responsibility of the CSO to report any data breaches relating to the data, once it is in its possession. The CSO and An Garda Síochána 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 MoU. 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.

In the event of a breach relating to data, the CSO will inform the Data Protection Officer of An Garda Síochána (via email to the Data Protection Unit mailbox – [GDPR.dataprotection@garda.ie](mailto:GDPR.dataprotection@garda.ie)) and also inform An Garda Síochána of the breach through the Joint Liaison Group (JLG). This notification will be made within 24 hours of the CSO becoming aware of the breach incident affecting data transferred to the CSO by An Garda Síochána. The notification will describe, at minimum:

- The nature of the personal data breach;
- The categories and numbers of data subjects affected;
- The categories and numbers of personal data records concerned;
- The cause or suspected cause of the breach;
- The likely consequences of the breach;
- The measures taken or proposed to be taken to address the breach; and
- The relevant contact persons for next steps regarding the breach.

In addition, the CSO will refer to its own data breach procedures and may report the breach to the Data Protection Commission as appropriate. The Commissioner of An Garda Síochána will not be held responsible for any loss, damage or injury caused as a result of such a breach.

In the event of a breach relating to data, the CSO will inform An Garda Síochána through the JLG, in advance, of any decision to issue a public statement in relation to the breach. Similarly, An Garda Síochána will inform the CSO through the JLG, in advance, of any decision to issue a public statement in relation to the breach.

An Garda Síochána will not provide additional data or operational support in respect of the notification of data subjects in the event of a breach relating to CSO data.

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.

#### Freedom of Information Act, 2014

The Freedom of Information (FOI) Act, 2014 repealed the Freedom of Information Acts 1997 and 2003, and extended the scope of the legislation to include An Garda Síochána as a public body within the meaning of the 2014 Act. Under Part 1(n) of Schedule 1 of the FOI Act, a number of agencies were defined as “*partially included*” of which An Garda Síochána is one. Schedule 1 of the FOI Act states that An Garda Síochána is subject to the Act in relation to “*administrative records relating to human resources, finance or procurement matters*” only. As a result, the FOI Act excludes operational policing matters and accordingly, the personal data shared that is processed by An Garda Síochána under this Agreement is not encompassed within the scope of FOI as it pertains to An Garda Síochána.

In processing FOI requests, the CSO will have regard to the fact that the personal data processed under this arrangement may be the subject of certain restrictions and exemptions particularly where data is processed by An Garda Síochána for the purposes of preventing, detecting, investigating and prosecuting criminal offences.

#### Legal Background

Transfer and processing of the data shall be done in accordance with the Statistics Act, 1993, the Data Protection Act 2018, the General Data Protection Regulation, EU law and in accordance with the CSO’s Code of Practice, in particular its protocol on data matching where one or more datasets originate from outside of the CSO.

The transfer and processing of the data is covered by, inter alia, the following provisions:

- Section 10(1) of the Statistics Act, 1993, concerning the functions of the CSO in the collection, compilation, extraction, and dissemination for statistical purposes of information relating to economic, social, and general activities and conditions in the State;
- Section 10(2) of the Statistics Act, 1993, concerning the authority of the CSO as regards co-ordination of official statistics compiled by public authorities and in ensuring, in particular, adherence to statistical standards and the use of appropriate classifications;
- Section 10(3) of the Statistics Act, 1993, concerning the authority of the CSO to assess the statistical potential of the records maintained by public authorities and, in conjunction with them, to ensure that this potential is realised;
- Section 11 of the Statistics Act, 1993, concerning co-operation and liaison with other public authorities and persons;
- Section 13 of the Statistics Act, 1993, concerning the statistical independence of the Director General of the CSO;
- Sections 32 and 33 of the Statistics Act, 1993, concerning the protection of information;
- Article 6(1)(c) of the GDPR, concerning processing necessary for compliance with a legal obligation to which the controller is subject;

- Article 6(1)(e) of the GDPR, concerning processing necessary for the exercise of official authority vested in the controller;
- Article 89 of the GDPR, concerning safeguards and derogations relating to processing for statistical purposes;
- Section 42 of the Data Protection Act 2018, concerning processing for statistical purposes;
- Where relevant, Article 9(2)(j) of the GDPR, concerning processing of special categories of personal data necessary for statistical purposes;
- Where relevant, Section 54(1)(c) of the Data Protection Act 2018, concerning processing for statistical purposes;
- Article 10 of the GDPR, concerning processing of personal data relating to criminal convictions and offences;
- Sections 55(1)(a) and 55(2)(e) of the Data Protection Act, 2018 concerning processing of personal data relating to criminal convictions and offences;
- Section 47 of the Garda Síochána Act, 2005, concerning statistical information;
- Regulation 2(b) of the Garda Síochána Act, 2005 (Commencement) Order 2005 (Statutory Instrument 370 of 2005), and;
- Section 43(e) of the Criminal Justice Act, 2007.

### Data transfer, security and data storage

An Garda Síochána will provide micro data to the CSO from its information systems in an agreed format, necessary for the production of crime statistics. In addition, the CSO will be provided upon request, with any relevant micro-data relating to non-crime incidents or other relevant data that may be required for ensuring the quality of recorded crime statistics. Micro data may contain personal data relating to identified or identifiable data subjects, including special category personal data or data concerning criminal convictions and offences. Aggregate data will also be supplied from such information systems where it is agreed that the provision of micro-data is unnecessary. The content of these data files and the timing of their transfer to CSO will be agreed and updated periodically by An Garda Síochána and CSO.

The following table outlines the schedule, period covered and mode of transfer for micro-data provided by An Garda Síochána to the CSO:

Reference period	Date of transmission	Period covered by data	Mode of transfer
January-March	01 June	2003 to date	sFTP
April-June	01 September	2003 to date	sFTP
July-September	01 December	2003 to date	sFTP
October-December	01 March	2003 to date	sFTP

Data will be retained, securely stored and processed by the CSO in accordance with CSO Data Policies.

An Garda Síochána will keep CSO advised of any changes to the data file content or formats and any changes to the data file delivery schedule. In accordance with CSO policies on the control of data, the CSO will not copy this data onto removable media (including laptop computers) unless appropriate security provisions are in place (i.e., encryption and password access) and there is an agreed business need to do so, in which case the CSO will inform An Garda Síochána of this need via the JLG.

The CSO will use the micro-data from Garda information systems to generate and publicly disseminate quarterly and annual crime statistics. To better ensure that the crime data remains fit for purpose, quality assessments of PULSE data by An Garda Síochána will be conducted in accordance with the provisions of Appendix A to this MoU. The CSO also may publish assessments of the quality of recorded crime statistics.

The CSO may also use the data in conjunction with its other demographic sources or administrative sources from the criminal justice system to provide additional aggregate statistical information.

No access to micro-data originating from the An Garda Síochána will be given in situations where the data could be used for commercial purposes. Subject to the express agreement of the Garda Commissioner, the CSO may provide micro-data for academic research purposes provided that the data are anonymised so that they cannot be directly or indirectly related to any identifiable person or undertaking. Where the request for data is made to the Garda Commissioner, and the relevant data has been provided to the CSO, the CSO may provide the data on the basis set out above.

No transfer of personal data provided by An Garda Síochána outside of the EEA will be undertaken by the CSO without the express agreement of An Garda Síochána.

### Joint Liaison Group

An Garda Síochána and CSO Joint Liaison Group (JLG) will be convened, in accordance with the CSO's standard Data Governance Framework. The JLG will oversee the data sharing as agreed between the parties and summarised in this MoU.

The Terms of Reference (ToR) for the JLG will be agreed between An Garda Síochána and Central Statistics Office. The ToR will cover, amongst other things, membership of the JLG, frequency of meetings and scope of the JLG. Changes to the ToR must be jointly agreed by both parties. The JLG shall be chaired alternately by AGS and the CSO at Executive Director (AGS) /Assistant Director General (CSO) level.

### Duration, Review and General Provisions of the Memorandum of Understanding

This MoU will be published on the CSO website ([www.cso.ie](http://www.cso.ie)) and the AGS website ([www.garda.ie](http://www.garda.ie)).

This MoU will remain in force until a new one is entered into or either the CSO or AGS revoke it. This MoU will be reviewed biennially by both the AGS and the CSO, and 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 Director General, CSO and the Commissioner of An Garda Síochána who will endeavour to resolve it within the spirit of this MOU.

The relevant Policies and Procedures within AGS and CSO 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 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.



**Signatories to the Memorandum of Understanding**

*Pádraig Dalton*

\_\_\_\_\_  
Pádraig Dalton  
Director General  
Central Statistics Office

*J A Harris*

\_\_\_\_\_  
J A Harris  
Commissioner  
An Garda Síochána

Date: 8 February 2024

Date: 13 April 2024

## Appendices

### Appendix A – Commitment to Quality

Both An Garda Síochána and the CSO remain committed to ensuring that the crime data remains fit for purpose. To better ensure this, An Garda Síochána commit to provide to the CSO:

1. Clear definitions and descriptions of crime related concepts, data fields, classifications or code lists for An Garda Síochána PULSE data.
2. Details of any operational changes to An Garda Síochána data recording procedures which impact on An Garda Síochána PULSE data.
3. Any updates, in a timely manner, which relate to the underlying quality of An Garda Síochána PULSE data.
4. Annually, An Garda Síochána to provide to CSO its assessment of the quality of PULSE data. Such an assessment to include An Garda Síochána's assessment (qualitative and quantitative) of the status of the key risks to the PULSE crime incident recording process, including:
  - a. Crime incidents not being recorded on PULSE when they should have been.
  - b. PULSE crime incidents not being recorded on PULSE in a timely manner.
  - c. PULSE crime incidents not being recorded to the correct standard (including incomplete and not accurate) and in line with policy.
  - d. PULSE crime incidents not reviewed or quality assured in a timely manner.
  - e. PULSE data is incoherent or conflicting.
  - f. The proportion of PULSE crime incidents recorded by GIS.

The CSO and An Garda Síochána jointly commit to share methodological descriptions of crime statistical publications so as to enable explanations of any differences to their respective stakeholders and users.

The CSO commits to working proactively with An Garda Síochána, and to regularly engage with An Garda Síochána on any data related matters. An Garda Síochána commits to retaining its strong organisational support for high quality data, with responsibility for same at Executive Director level with An Garda Síochána.