



DATA SHARING AGREEMENT

Between

**the State Examinations Commission (SEC)
and**

the Educational Research Centre (ERC)

Pursuant to

The Data Sharing and Governance Act 2019

For the purpose of

**Administration of Studies, Test Development and
Independent Research - research, assessment, and
evaluation of the Education and State Examinations
systems to facilitate policy making, and improvement of
educational and examination services.**



Table of Contents

Glossary	3
Interpretation Table	4
Data Sharing Agreement	5
1. Evaluation for a Data Protection Impact Assessment (DPIA)	6
2. Purpose of the Data Sharing	8
3. Data to be shared	14
4. Function of the Parties	16
5. Legal Basis	18
6. Impetus for Data Sharing	21
7. Categories of Data Shared	22
8. Duration and Frequency	23
9. How data will be processed	24
10. Restrictions	28
11. Security Measures	29
12. Retention	37
13. Methods Used to Destroy/Delete Data	38
14. Withdrawal from Agreement	39
15. Other Matters	40
16. Schedule A - Data Protection Impact Assessment	42
17. Schedule B	47
18. Schedule C	48
19. Authorised Signatory	49
Data Protection Officers Statement	50



Glossary

The purpose of this glossary is to serve as a dictionary for the reader that they can reference throughout.

Acronym/ Abbreviation/Content Specific Term	Description
SEC	State Examinations Commission
ERC	Educational Research Centre
PISA	Programme for International Student Assessment
OECD	Organisation for Economic Co-operation and Development
PIRLS	Progress in International Reading Literacy Study
TIMSS	Trends in International Mathematics and Science Study
IEA	International Association for the Evaluation of Educational Achievement
DEIS	Delivering Equality of Opportunity in Schools
NAMER	National Assessment of Mathematics and English Reading
DOB	Date of Birth
PPSN	Personal Public Service Number
DOE	Department of Education
DPIN	Departmental Pupil Identity Number
AD	Active Directory
VPN	Virtual Private Network
2FA	Two Factor Authentication
VTOS	Vocational Training Opportunities Scheme



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.

Table 1.0



Data Sharing Agreement

BETWEEN

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

LEAD AGENCY NAME	ADDRESS
State Examinations Commission	Cornamaddy, Athlone, County Westmeath N37 TP65

AND

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

PARTY NAME	ADDRESS
The Educational Research Centre	DCU, St. Patrick's Campus Drumcondra Road Upper Dublin 9 D09 AN2F

The Parties hereby agree that **The State Examinations Commission** 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.



1. 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.

1.1 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 you will be asked to provide a summary of any DPIA carried out in [Section 16](#) of this document.

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

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

Table 1.1

If 'Yes' proceed to [1.2](#)
If 'No' proceed to [1.1.2](#)

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

Table 1.2

If 'Yes' to either of the last two questions, proceed to [1.1.4](#).
If 'No' to both of the last two questions, proceed to [1.2](#).

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

Table 1.3

If 'Yes', then you are likely required to carry out a DPIA under [Article 35](#) GDPR.
If 'No' proceed to [1.2](#).



1.2 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 effect¹.

	DOES THE PROCESS INVOLVE:	YES/NO
1.2.1	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
1.2.2	A systematic monitoring of a publicly accessible area on a large scale.	NO
1.2.3	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 1.4

If 'Yes' to any then you are likely required to carry out a DPIA under [Article 35](#) GDPR.

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

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:02016R0679-20160504>



2. Purpose of the Data Sharing

2.1 Framework

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.



2.2 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 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	<input type="checkbox"/>
II	To identify and correct erroneous information held by one or more of the public bodies mentioned	<input type="checkbox"/>
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	<input type="checkbox"/>
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)	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>
VIII	To facilitate an analysis of the structure, functions, resources and service delivery methods of one or more of the public bodies mentioned	<input checked="" type="checkbox"/>

Table 2.2

2.3 Details about the Purpose

Provide details of the particular purpose of this Data Sharing Agreement.

PURPOSE	DESCRIPTION
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.	The Educational Research Centre (ERC) is an internationally recognised centre of excellence in research, assessment and evaluation in education. It was established in 1966 in St Patrick's College Drumcondra. In September 2015, it was designated as a Statutory Body in accordance with the Education Act (1998). The Centre carries out research at all levels of the education system. Research is undertaken on behalf of the Department of Education, at the request of other agencies and on the initiative of the ERC itself and its staff. An assessment service is also provided through, for example, the supply of standardised tests to schools. The ERC also publishes the Irish Journal of Education .
VI – To facilitate the improvement or targeting of a service, programme or policy delivered or	The Centre continues to operate from a purpose-built premises located on the DCU St Patrick's Campus in Drumcondra in Dublin. Its Test Department is based in nearby Richmond Road. The Educational Research Centre carries out various studies at a National and International level on behalf of the Department of Education. Studies - Educational Research Centre (erc.ie) . In addition to carrying out studies, the ERC develops tests, conducts



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.

independent research, and conducts research on behalf of, or in conjunction with, other agencies. To enable this work, there is a requirement to obtain student data from the State Examinations Commission, including achievement data and occasionally, examination scripts, for State Examination candidates. The purpose of this data sharing is to analyse particular outcomes, to provide additional context to study findings, to validate the outcomes of newly developed tests and to provide context to research undertaken by the ERC.

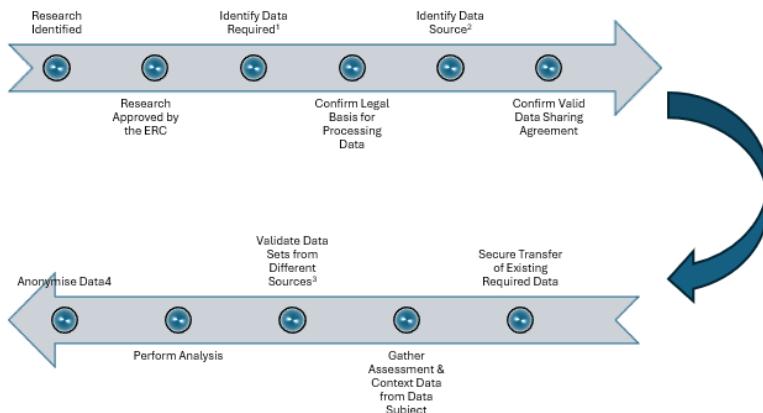
Section 7 of the ERC's Statutory Instrument states: '*The Centre, acting within the policy set by the Minister for Education and Skills in accordance with [Section 54 \(2\)](#) of the [Education Act 1998](#), shall:*

(a) *provide an assessment support service to schools and centres for education that will enable them to fulfil their obligations under [Section 9 of the Education Act, 1998](#);*

(b) *conduct independent research on all aspects of education and at all levels of the education system including educational research that will inform policy making and the improvement of educational standards.*

The ERC develops tests for use in schools to fulfil the obligation outlined in 7(a). A major purpose of studies conducted by the ERC such as TIMSS G8 & PISA is to provide background information that can be used to improve the education and examination system including teaching, learning and assessment, and facilitate an improved candidates educational and examination experience.

The following infographic outlines why it is necessary for the SEC to share data with the ERC.



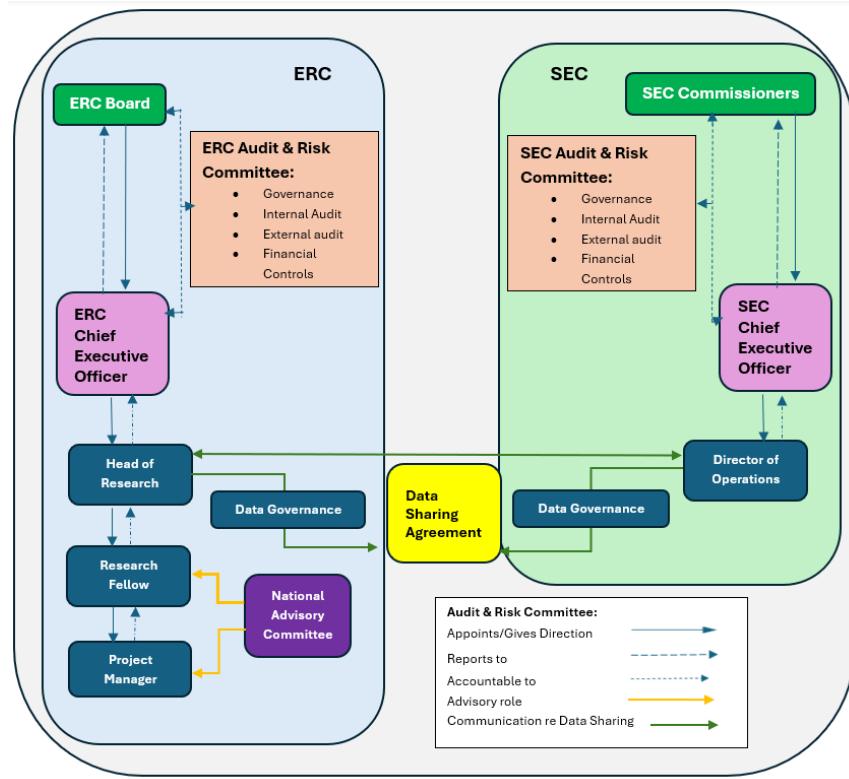
Notes:

1. *The Educational Research Centre (ERC) establishes if the research project requires the use of personal data. The data fields that are required for the study are identified.*
2. *The ERC establishes if the research project requires the sharing of data by the SEC; and the ERC also determines if the research project requires obtaining data directly from the data subject.*
3. *The ERC Project Team checks the datasets shared to ensure any conversion of data files from one format to another is correctly carried out. Anomalies in the data sets are checked with the Data Controller (SEC).*



To create a complete record for the data subject, the assessment and context data provided directly by the data subject is mapped to data shared by the SEC. Key identifiers are retained until the analysis is complete.

4. Personal identifiers are removed from the data sets, anonymizing the data to prevent any link between the remaining record and the individual participant. Where datasets are shared with the ERC by the SEC, confirmation of the anonymization of the dataset is issued to the Data Controller (SEC).



When personal data is required from the SEC, the ERC's Head of Research contacts the ERC's Data Governance Team (Data Officer and Data Protection Officer) to confirm if the required data is covered by the existing Data Sharing Agreements between the ERC and the SEC.

- If the required data is covered by an existing Data Sharing Agreement, the ERC's Head of Research sends written communication to the SEC's Director of Operations requesting the data and referencing the relevant Data Sharing Agreement that governs the specific request.
- The SEC's Director of Operations will forward the request to the SEC's DPO and Data Officer who will also carry out their own checks to ensure that the requested data is compliant with the DSA agreement.
- The SEC DPO will advise the Director of Operations if the requested transfer is compliant.
- If the request is within the scope of the DSA, the SEC DPO will advise the SEC Director of Operations that they are satisfied that the transfer is compliant and can proceed.
- The SEC Data Officer will maintain a log of the request and approval for compliance and auditing purposes. This log will be managed and subject to audits. The SEC as Data Controller will carry out future checks to confirm that the



transferred data is confidentially destroyed in line with the stated DSA retention policy.

- If the ERC requires a data transfer that is not compliant with the DSA, the SEC and ERC Data Officers will jointly communicate with the Data Governance Committee within the OGCIO for guidance on the appropriate way to proceed: progressing an amendment to an existing DSA or commencing a new DSA process that will govern the data transfer.

For the purposes of validating the data shared by the State Examinations Commission, the data arrive in one format (.csv file, a text file) and are saved into another format (.sav file, an SPSS data file) and undergo some reordering to allow for analysis. Depending on what data is shared, the numbers and percentages are compared against the data published on the State Examinations Commission website. This is to ensure that the data have been saved into the relevant file format and reordered correctly by the ERC Team. Any discrepancies are clarified with the State Examinations Commission before progressing with analysis.

The ERC requires no additional actions from the SEC to improve the quality of the data set. The ERC is working with data that is a snapshot in time of a student's performance. The outcome of the data processing is with a view to assessing and improving the performance of the education system.

Examples of the types of studies carried out by the ERC following data sharing with the SEC include:

PISA:

PISA is an international assessment of the skills and knowledge of 15/16-year olds, who, in most countries, are nearing the end of compulsory education. PISA assesses student's performance on 'real-life' tasks that are considered relevant for effective participation in adult society and for life-long learning. PISA is a project of the OECD. In Ireland, the project is managed by the ERC on behalf of the Department of Education. Since the year 2000, PISA has been implemented every three years. Further information on the ERC's work with PISA can be found here: [PISA \(Programme for International Student Assessment\) - Educational Research Centre \(erc.ie\)](http://erc.ie)

TIMSS Grade 8:

TIMSS is also a project of the IEA, and is managed at an international level by the International Study Centre in Boston College. The ERC is the National Research Centre managing the study in Ireland. TIMSS assesses the mathematics and science achievement of pupils in the Fourth and/or Eighth grades (equivalent to Fourth Class and Second Year in Ireland). First conducted in 1995, TIMSS takes place every four years. Further information on the ERC's work with TIMSS can be found here: [TIMSS \(Trends in International Mathematics and Science Study\) - Educational Research Centre \(erc.ie\)](http://erc.ie)



	<p>These studies collect detailed information about curriculum and curriculum implementation, instructional practices, and school resources. The assessments are based on comprehensive frameworks developed collaboratively with the participating countries. The frameworks specify in some detail the knowledge, skills, and understandings to be assessed. The output from these studies provide background information that is used to improve teaching and learning.</p> <p>Through study results, policy makers can gauge knowledge and skills of students in their own countries in comparison with those in other countries, set policy targets against measurable goals achieved in other education systems, and learn from policies and practices of countries which have demonstrated improvement. This kind of international benchmarking is more relevant now than ever, given that every country in the world has signed up to the Education Sustainable Development Goal agenda.</p> <p>Assessments & Test Development:</p> <p>Section 7 (a) of the ERC's Statutory Instrument states: '7. The Centre, acting within the policy set by the Minister for Education and Skills in accordance with <u>Section 54 (2)</u> of the <u>Education Act 1998</u>, shall:</p> <p class="list-item-l1">(a) provide an assessment support service to schools and centres for education that will enable them to fulfil their obligations under <u>Section 9</u> of the <u>Education Act, 1998</u>;</p> <p>The ERC provides a range of tests to primary and post-primary schools. Full details of all the tests that are currently available to buy (in paper and/or online format), along with existing support services such as machine scoring, can be found at www.tests.erc.ie.</p> <p>Information about ongoing and forthcoming test development is provided at the link below (first in Irish, then in English): <u>Test development, standardisation and support - Educational Research Centre (erc.ie)</u></p> <p>To examine the validity of a new test, there may sometimes be a requirement to compare students' results on the test with their results on another assessment designed to measure a similar construct. For example, to assess the validity of a new ERC-developed test of Mathematics for Second Year, it may be useful to examine the Junior Cycle Mathematics results of the students on whom the new test was normed. If both tests are valid measures of a similar construct (mathematics achievement), we would expect to see a high level of correlation between students' results on the new test and on the Junior Cycle Mathematics exam. This kind of comparison could also be conducted by subgroup (e.g., comparing results on the new mathematics test with results on Junior Cycle Mathematics for students in DEIS vs non-DEIS schools, girl's vs boys) to collect evidence about the validity of the new ERC test among different groups of students.</p>
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Table 2.3



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 [table 11.2](#) 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, restriction of processing and to data portability.

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.

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 of the personal data set to be disclosed and the detail of any non-personal data.

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	PISA
	<p>The following data are requested for all students who completed the Junior Cert in the required year:</p> <ul style="list-style-type: none">- School Roll Number- Student Surname- Alternative Student Surname- Student Forename- Student DOB- Gender- DPIN



Non-personal Data	<ul style="list-style-type: none">- Exam level for the following subjects: Mathematics and English<ul style="list-style-type: none">- e.g. Higher or Ordinary level- Exam Results for the following subjects: Mathematics, English and Science –subject codes.- Exam Results for the following subjects: Mathematics, English and Science - total student mark per subject.- Exam Results for the following subjects: Mathematics, English and Science – student grade descriptor (e.g. distinction, higher merit, etc.) <p>TIMSS Grade 8 The following data are requested for all students who completed the Junior Cert in the required year:</p> <ul style="list-style-type: none">- School Roll Number- Student Surname- Alternative Student Surname- Student Forename- Student DOB- Gender- DPIN- Exam level for the following subjects: Mathematics and Science – e.g. Higher or Ordinary level- Exam Results for the following subjects: Mathematics and Science –subject codes.- Exam Results for the following subjects: Mathematics and Science - total student mark per subject.- Exam Results for the following subjects: Mathematics and Science – student grade descriptor (e.g. distinction, higher merit, etc.) <p>Assessment and Test Development The following data are requested for all students who completed the Junior Cert or Leaving Certificate in the required year:</p> <ul style="list-style-type: none">- School Roll Number- Student Surname- Alt Student Surname- Student Forename- Student DOB- Gender- DPIN- Exam level for the following subjects: Mathematics, English, Irish and/or Science – e.g. Higher or Ordinary level- Exam Results for the following subjects: Mathematics, English, Irish and/or Science –subject codes.- Exam Results for the following subjects: Mathematics, English, Irish and/or Science - total student mark per subject.- Exam Results for the following subjects: Mathematics, English, Irish and/or Science – student grade descriptor (e.g. distinction, higher merit, etc.) <p>In order to comply with the GDPR's Article 5.1(c), the Data Minimisation Principle, the ERC only requests the data elements required for the particular study, for the development of the particular test or for the piece of independent research.</p>
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Table 3.4



4. Function of the Parties

4.1 Function of the Parties

In table 4.1 below:

- i. Specify the function of the party disclosing data to which the purpose (as defined in [table 2.3](#)) of the data sharing relates
- ii. Specify the function of the party receiving data to which the purpose (as defined in [table 2.3](#)) of the data sharing relates.

PARTY	FUNCTION
The State Examinations Commission	<p>The State Examinations Commission is a statutory body, established by the Minister for Education and Science in March 2003 under Section 54 of the Education Act 1998. The functions of the SEC are set out in the State Examinations Commission (Establishment) Order S.I. No. 373/2003 – and can be broadly summarised as the holding, assessment, and certification of the second-level State Examinations. The SEC is responsible for the operation of all aspects of the established Leaving Certificate, Leaving Certificate Vocational Programme, Leaving Certificate Applied and Junior Cycle examinations including written, oral, aural and practical components and assessed course work in some subjects. The SEC also organise certain trade and professional examinations. The individual functions involved in the operation of the examinations include:</p> <ul style="list-style-type: none">- Preparing examination papers and other examination materials.- Determining procedures for the conduct and supervision of examinations.- Recruiting contract staff to draft and mark examination components and to superintend at the examinations.- Arranging for marking of work presented for assessment and examinations.- Issuing the results of examinations.- Determining procedures to enable the review and appeal of results of examinations at the request of candidates.- Charging and collecting fees for examinations.- Designating places where examinations may be held.
The Educational Research Centre	<p>In September 2015, the Educational Research Centre was designated as a Statutory Body in accordance with the Education Act (1998). See S.I. No. 392/2015 Educational Research Centre (Establishment) Order 2015 and S.I. No. 309/2017. The ERC administers International and National studies on behalf of the Department of Education, including PISA, PIRLS and TIMSS. In addition, the ERC implements programme evaluations.</p> <p>The functions of the Centre are stated in SI 392 of 2015:</p>



	<p>7. The Centre, acting within the policy set by the Minister for Education and Skills in accordance with Section 54 (2) of the Education Act 1998, shall:</p> <p class="list-item-l1">(a) provide an assessment support service to schools and centres for education that will enable them to fulfil their obligations under Section 9 of the Education Act, 1998;</p> <p class="list-item-l1">(b) conduct independent research on all aspects of education and at all levels of the education system including educational research that will inform policy making and the improvement of educational standards.</p> <p>8. To further the objects in Article 7 above, the functions of the Centre shall be to develop and provide materials to schools, and establish and maintain systems for the benefit of schools, that will:</p> <p class="list-item-l1">(i) enable them to assess the attainment levels and academic standards of students as required under Section 9 (k) of the Education Act, 1998;</p> <p class="list-item-l1">(ii) enable them to report systematically on the attainment levels and academic standards of students to parents, students, boards of management, the Minister for Education and Skills and others;</p> <p class="list-item-l1">(iii) assist them to identify the special educational needs of individual students.</p> <p>9. To enable the functions of the Centre as set out in Article 8 above, the activities of the Centre shall include, but not necessarily be limited to:</p> <p class="list-item-l1">(b) carrying out National and International assessments of the attainment levels and academic achievement of students and reporting on such assessments to the Minister;</p> <p class="list-item-l1">(c) maintaining, storing securely and publishing information on the attainment levels and academic standards of students in schools and centres for education in Ireland;</p> <p class="list-item-l1">(d) engaging in the evaluation of educational programmes and activities;</p> <p class="list-item-l1">(e) initiating and conducting research consistent with the objects of the Centre, and publishing and disseminating the findings of this research;</p> <p class="list-item-l1">(f) building capacity for educational assessment and research in Ireland by making provision for the professional development of staff of the Centre and by providing to others training in, and advice on, areas of its competence;</p> <p class="list-item-l1">(k) doing all such acts and things as may be necessary to further the objects of the Centre."</p> <p>Under the Establishment Order of the ERC, activities of the Centre include "engaging in the evaluation of educational programmes and activities."</p> <p>Also, the Centre shall "conduct independent research on all aspects of education and at all levels of the education system including educational research that will inform policy making and the improvement of educational standards."</p>
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Table 4.1



5. Legal Basis

5.1 Legal Grounds

For the purposes identified in this Data Sharing Agreement the Parties confirm that the sharing and further processing of the defined personal data is based on the legal grounds set out in 5.1.1 and 5.1.2.

5.1.1 Appropriate Legislative Provisions for Sharing

Define the appropriate legal provision for sharing based on the following:

Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (GDPR Art 6. 1 (e)

Specify the legal obligation for sharing in the table below.

LEGISLATION	DESCRIPTION
S.13 (2) (a) (V), S.13 (2) (a) (VI), S.13 (2) (a) (VII), and S.13 (2) (a) (VII)	<p>Data Sharing and Governance Act 2019, Section 13(2)(a)(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 the first or second mentioned public body;</p> <p>Data Sharing and Governance Act 2019, Section 13(2)(a)(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 the first or second mentioned public body;</p> <p>Data Sharing and Governance Act 2019, Section 13(2)(a)(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 the first or second mentioned public body;</p> <p>Data Sharing and Governance Act 2019, Section 13(2)(a)(VIII) to facilitate an analysis of the structure, functions, resources and service delivery methods of one or more of the public bodies mentioned.</p>

Table 5.1.1



5.1.2 Appropriate Legislative Provisions for Further Processing

Specify the appropriate legal provision for further processing based on the following:

Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (GDPR Art 6. 1 (e))

LEGISLATION	DESCRIPTION
Article 6 1 (e)	<p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller - GDPR Art 6. 1 (e)</p> <p>Education Act, 1998 (No. 51 of 1998)</p> <hr/> <p><u>S.I. No. 373/2003 - State Examinations Commission (Establishment) Order 2003</u></p> <hr/> <p>S.I. 392/2015 Educational Research Centre Establishment Order 2015, with specific reference to Articles 7, 8 and 9.</p> <p>7. The Centre, acting within the policy set by the Minister for Education and Skills in accordance with <i>Section 54 (2)</i> of the <i>Education Act 1998</i>, shall:</p> <p>(a) provide an assessment support service to schools and centres for education that will enable them to fulfil their obligations under Section 9 of the Education Act, 1998;</p> <p>(b) conduct independent research on all aspects of education and at all levels of the education system including educational research that will inform policy making and the improvement of educational standards.</p> <p>8. To further the objects in Article 7 above, the functions of the Centre shall be to develop and provide materials to schools, and establish and maintain systems for the benefit of schools, that will:</p> <p>(i) enable them to assess the attainment levels and academic standards of students as required under Section 9 (k) of the Education Act, 1998;</p> <p>(ii) enable them to report systematically on the attainment levels and academic standards of students to parents, students, boards of management, the Minister for Education and Skills and others;</p> <p>(iii) assist them to identify the special educational needs of individual students.</p> <p>9. To enable the functions of the Centre as set out in Article 8 above, the activities of the Centre shall include, but not necessarily be limited to:</p> <p>(b) carrying out National and International assessments of the attainment levels and academic achievement of students and reporting on such assessments to the Minister;</p> <p>(c) maintaining, storing securely and publishing information on the attainment levels and academic standards of students in schools and centres for education in Ireland;</p>



	<p>d) engaging in the evaluation of educational programmes and activities;</p> <p>e) initiating and conducting research consistent with the objects of the Centre, and publishing and disseminating the findings of this research;</p> <p>(f) building capacity for educational assessment and research in Ireland by making provision for the professional development of staff of the Centre and by providing to others training in, and advice on, areas of its competence; . . .</p> <p>k) doing all such acts and things as may be necessary to further the objects of the Centre.</p>
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Table 5.1.2



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.

THE IMPETUS FOR THE DISCLOSURE OF DATA WILL COME FROM:	TICK AS APPROPRIATE
i. Data subject	<input type="checkbox"/>
ii. Public Body	<input checked="" type="checkbox"/>

Table 6.0



7. Categories of Data Shared

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 and some examples might be customers, vendors, suppliers, visitors, etc.

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.

Select from the below table and comment as appropriate.

CATEGORY		COMMENT
Individual Data Subject	<input checked="" type="checkbox"/>	Candidates/Students
Classes of Data Subjects	<input checked="" type="checkbox"/>	State Examination Candidates - Junior Cycle and Leaving Certificate (established, vocational) and Leaving Certificate Applied, Candidates

Table 7.0



8. Duration and Frequency

8.1 Duration

Define the start and end dates of the information transfer:

- i. The Data Sharing Agreement will commence on the 1st of November 2024 and continue until the parties agree to terminate agreement.

8.2 Frequency

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

TYPE		DESCRIPTION
Once off	<input type="checkbox"/>	
Frequent/regular updates	<input checked="" type="checkbox"/>	<p>Personal data will be requested from the SEC as required by the ERC for analyses requested by the Department of Education, for test development work or for relevant ERC-independent research work.</p> <p>TIMSS G8, PISA, operate on specific cycle at 4-year intervals. Data is only requested for each study for the Field Trial (occurring the year prior to the Main Study) and the Main Study for the relevant cycle of the specific study.</p> <p>Test Development - Tests are developed by the ERC according to a workplan agreed on an ongoing basis with the Department of Education and reflective of policy priorities.</p>
Other frequency	<input type="checkbox"/>	

Table 8.2



9. How data will be processed

9.1 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.

Both Parties shall, in respect of shared personal data, ensure that they provide sufficient information to data subjects in order for them to understand 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.

9.2 Description of Processing

Include a description of how the disclosed information will be processed by each receiving party.

DESCRIPTION OF PROCESSING	
The Educational Research Centre	<p>State Examinations data received will be used by the ERC to conduct research on the performance of study-eligible students (e.g., PISA, TIMSS G8, etc.) in the State Examinations and manage Ireland's contribution to these OECD and IEA studies.</p> <p>From time to time, State Examinations data may be sought to establish links between the performance of students taking part in a study and their State Exam performance (i.e., level taken, grade achieved, and, if available, score achieved). For example, student performance in PISA science could be compared for those who did and did not take the Junior Cycle science examination, as well as students who did not take science compared with those who took it at Ordinary level). Similarly, the performance of students on a newly developed test might be compared to their performance in state examinations (in the relevant subject[s]) in order to establish evidence regarding the validity of the newly developed test. Such requests would be based on the policy relevance of such analysis.</p> <p>Ireland's participation in international studies is managed by the Educational Research Centre, at the request of the Department of Education. Data that are transmitted to the contractors who are working for OECD (e.g. PISA) or the IEA (e.g. TIMSS, PIRLS) to facilitate Ireland's participation in these studies, are identified only by pseudonymous study identification codes. No personal identifiers shared by the State Examinations Commission are shared with the OECD or the IEA. Research findings report on aggregated data, findings at individual level are not reported on. Research findings are published following the anonymisation of the data and the conclusion of the study.</p>



Secondary analysis on participation in international studies is occasionally carried out by ERC researchers using anonymised data. The output from the analyses includes journal articles, for example.

ERC receives data from SEC. The ERC uses school roll number to match in relevant school level variables (including *inter alia* school DEIS status, enrolment size, school sector (Secondary, Community/Comprehensive, Education and Training Board), language of instruction, location (urban/rural), percent female enrolment (indicator of school gender mix), and fee-paying status. Where analysis involves matching with school-level data from large-scale assessment datasets or other sources, school roll number is used for matching.

Personal data is collected about pupils and students' participating in research carried out by the Educational Research Centre. Personal information, such as a child's name, their DOB and PPSN, is collected for the following reasons:

- a) Prior to the test administration, data such as name, DOB, gender are gathered for pupils sampled to participate in studies, to ensure correct assignment of the assessment material to the sampled pupils and to validate the study sample.
- b) To facilitate matching the dataset shared by the State Examinations Commission, with the data gathered by the Educational Research Centre directly from the study participants and, with any other data shared by the Department of Education, pertaining to the study participants. Any such data sharing by the Department of Education is governed by the Data Sharing Agreement between the Department of Education and the Educational Research Centre (1 September 2019 – 31 December 2023) prior to the implementation of the current Data Sharing Agreement DOEERC 020_230803 Independent Research of Educational Data.

For international studies involving the OECD and the IEA, only pseudonymised data are submitted for analyses. After the pseudonymised data have been submitted to the OECD/IEA's contractors, all materials generated by the ERC for the purposes of the study (tracking forms, original class lists, context questionnaires, paper booklets, reliability scoring sheets, student booklets, questionnaires), as well as data transferred from the SEC, are securely stored by the ERC awaiting data cleaning and verification of the submitted, pseudonymised data by the OECD/IEA's contractors.

After data are processed and verified by the OECD/IEA's contractors, personal data such as student names, PPSN etc. are deleted from all materials. Confidential on-site (ERC) shredding will be carried out for all paper-based test booklets and questionnaires to ensure secure disposal of paper records by the shredding services provider. For both national and international studies, in order to protect the data of the study participants, personal data such as name, DOB and PPSN are removed from the dataset and from study materials as soon as the process allows the removal of this data.



	<p>Matching at the student-level requires use of a combination of PPSN, DPIN, student name, DOB, gender and/or roll number. Such matching allows the ERC to take into account relevant data from the DoE's Primary or Post-primary online databases as well as linking Junior Cycle and Leaving Certificate achievement. Analysis typically involves the application of statistical techniques that appropriately account for the clustering of students in schools.</p> <p>The SEC gathers different data to the data collected by the Educational Research Centre. In order to get a more complete view of the study participant there are times where the ERC requires the additional data held by the SEC and in order to marry the data from these datasets together accurately, it requires the collection of personal data to allow the accurate matching of two separate datasets. This matching is not required because the data is of insufficient quality. Examples of where data from differing datasets are used are:</p> <p>a) where the Department of Education require the ERC to analyse the performance of Traveller and Roma students in Junior Cycle or Leaving Certificate. The State Examinations data does not have a Traveller/Roma indicator, but the Department of Education datasets do contain this flag. The students' PPSN, name and date of birth are required to link the Department of Education dataset to the State Examinations dataset.</p> <p>b) Similarly, where there is a focus on students with English as an Additional Language, the EAL flag is only contained in the Department of Education dataset and the students' PPSN, name and date of birth are required to link the Department of Education dataset to the State Examinations dataset.</p>
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Table 9.2



9.3 Further Processing

- i. Specify any further processing by the Party or Parties receiving data of the personal data disclosed by the disclosing body under this Data Sharing Agreement.

SPECIFY FURTHER PROCESSING	
The Educational Research Centre	No further processing.

Table 9.3.1



10. 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 10.0 below.

RESTRICTIONS ON DISCLOSURE AFTER PROCESSING	
Educational Research Centre	<p>Where data is shared with third parties, appropriate Data Processing or Data Sharing Agreements are in place. The shared data is pseudonymised wherever possible and personal data is subsequently anonymised as early as possible in the project process.</p> <p>When personal data is shared outside of the ERC to achieve the project outcomes, the ERC has a GDPR compliant Data Processor Agreement in place to safeguard the data shared, and which clarifies no further processing of the data (including pseudonymised or anonymised data) can be carried out by the data processor without explicit consent from the ERC. Data subject names are never shared with contractors and contractors cannot link the data shared back by the ERC, back to any individual study participant.</p> <p>No data is released at school level (roll number) which can be used to create a school league table.</p> <p>National policy in relation to examination outcomes, as given effect in Section 53 of the Education Act 1998 (as amended), is focused on guarding against the release of information which would enable the compilation of information (that is not otherwise available to the general public) in relation to the comparative performance of schools in respect of the academic achievement of students.</p> <p>The ERC undertakes that any agreed publication of examinations performance data analysis will not go beyond what is outlined in this Data Sharing Agreement.</p>

Table 10.0



11. Security Measures

11.1 Security and Training

Both Parties shall adhere to the procedures set out in [table 11.2](#) 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.

Both 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.



11.2 Security Measures

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

- 11.2.1 – Lead Agency/Party Disclosing Data
- 11.2.2 – Party/Parties Receiving Data
- 11.2.3 – Data Breaches and Reporting

11.2.1 Lead Agency/ Party Disclosing Data

The following questions should be completed by the Lead Agency/ party disclosing data in the data sharing arrangement.

All questions should be answered in a manner that does not compromise any security measures in place.

11.2.1.1	TRANSMISSION	COMPLIES	DOES NOT COMPLY
	<p>When data is being transmitted from the Lead Agency/party disclosing data to the party/parties receiving data, robust encryption services (or similar) are in use.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Table 11.2.1

**11.2.1.2 – SECURITY STATEMENT**

Give an outline of the security measures to be deployed for transmission of personal data, in a manner that does not compromise those security measures.

You may also provide details of additional measures in place for the sharing of data that are relevant to this arrangement.

The SEC has an Information Security Policy in place to protect the personal data held by the SEC, and to reduce the likelihood of potential threats. The data transfers taking place comply with the SEC's Information Security Policy and comply with regulatory and legislative requirements.

11.2.1.3 SECURITY SPECIALIST FOR LEAD AGENCY	YES/NO
Please confirm your security specialist has reviewed this Data Sharing Agreement and that their advice has been taken into consideration.	YES

Table 11.2.2



11.2.2 Party/Parties Receiving Data

The following questions should be completed by the Party receiving the disclosure of data as part of this Data Sharing Agreement.

Where a 'not applicable' response is included, ensure information is provided as to why.

All questions should be answered in a manner that does not compromise any security measures in place.

11.2.2	PARTY/PARTIES RECEIVING DATA STATEMENTS	COMPLIES	DOES NOT COMPLY	NOT APPLICABLE
11.2.2.1	In relation to the disclosed data - access permissions and authorisations are managed appropriately and periodically revalidated. Please provide details for all non-complying or 'not applicable' statements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2.2.2	Appropriate controls are in place if the disclosed data is accessed remotely. Please provide details.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2.2.3	A least privileged principle (or similar) is in place to ensure that users are authenticated proportionate with the level of risk associated to the access of the data. Please provide details.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2.2.4	Appropriate controls and policies are in place, which minimise the risk of unauthorised access (e.g. through removable media).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	<p>Please provide details of the protections in place and how they are managed.</p>	<p>Entrance control:</p> <ul style="list-style-type: none">- Building access control system- Building alarm system- Secured IT server room- Employee references checked prior to employment- Specified cleaning and maintenance times- Guests and external service providers are accompanied <p>Access controls:</p> <p>The unauthorised use of the data processing systems is prevented by the following measures:</p> <ul style="list-style-type: none">- Use of encryption on servers- Specified user account for each employee- Authentication of user access with password via Active Directory- Automated screen lock- Dedicated network folders for projects and associated data- Employee hiring and leaving processes- Restricted Network Folder Access <p>All hard copy and soft copy data is stored securely at the ERC or in secure storage.</p>
11.2.2.5	<p>Data is encrypted at rest on mobile devices such as laptops and removable media.</p> <p>Please provide details for all non-complying or 'not applicable' statements.</p>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> N/A
11.2.2.6	<p>There are policies, training and controls in place to minimise the risk that data is saved outside the system in an inappropriate manner or to an inappropriate, less secure location.</p> <p>Please provide details.</p>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <p>Staff training on information protection and privacy matters:</p> <ol style="list-style-type: none">a) Upon commencement of employment with the ERC, employees receive data protection training.



		<p>b) Project Managers have also been trained on the completion of the Data Protection Impact Assessment tool and all new projects are reviewed and risk assessed for any potential concerns for personal data pertaining to their security and protection.</p> <p>c) All employees receive refresher training and project team members participate in the DPIA process to ensure they are aware of the potential risks to data for the projects they work on.</p> <p>Employees are required to report security incidents to the Data Protection Officer immediately, who will take care of further coordination and handling of the incident.</p> <p>When working with data, whether working with digital data using IT systems and applications or working with data in hard copy formats, the ERC's employees must comply with the applicable data protection legislation as well as the ERC's policies and procedures. If employees are unsure about the application of the procedures, policies or as to whether and to what extent legislation must be observed, they should contact their manager or the Data Protection Officer for clarification.</p> <p>Confidentiality clauses in employee contracts - all employees of the ERC have a confidentiality clause included in their employment contract and have a contractual obligation to ensure the security and integrity of the data they work with. Failing to comply with these requirements may lead to disciplinary proceedings.</p> <p>The importance of ensuring confidentiality is emphasised to all staff and reflected in staff contracts, including short-term staff. All sensitive files will also be password protected or restricted to relevant staff. All ERC and external providers sign confidentiality agreements and are made aware (through contracts and training, where appropriate) of their obligations to report a breach, disclosure or loss of personal information.</p>
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11.2.2.7	<p>Do you have policy in place that protects data from accidental erasure or other loss?</p> <p>Please provide details.</p>	<p>Back up and archiving measures – File, folders and servers are backed up on a regular basis. Tapes are securely stored offsite.</p> <p>Malware protection – Antivirus-Software is installed. Procedures are in place to deal with any infection of IT systems. Security updates and patches are promptly installed.</p> <p>Data recovery procedures – The ERC has its own internal backup procedure.</p> <p>The ERC will track the upload status of data transferred and the number of uploads will be cross-referenced against the SEC's transfer summary records.</p>
11.2.2.8	<p>Is data stored in a secure location only for as long as necessary and then securely erased?</p> <p>Please provide details.</p>	<p>Data will be anonymised after the processing of the data is complete.</p> <p>Data will be stored on secure ERC servers with physical access controls enabled.</p>

Table 11.2.3

**11.2.2.9 – SECURITY STATEMENT**

Give an outline of the security measures to be deployed for the storage and accessing of personal data, in a manner that does not compromise those security measures.

You may also provide details of additional measures in place that are relevant to this arrangement.

Data is secured on ERC servers with physical access controls enabled. Staff only have access to data that they require to carry out the functions of their role. All staff have their own AD network logon and VPN username and password to be used if working remotely. IT Policies inform staff about new security measures. The ERC does not disclose details of systems and processes which could in any way compromise its information security posture.

11.2.2.10 SECURITY SPECIALIST FOR PARTY/PARTIES RECEIVING DATA	YES/NO
Please confirm the security specialist(s) Party/Parties receiving have reviewed this Data Sharing Agreement and that their advice has been taken into consideration.	YES

Table 11.2.4

11.3 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.



12. Retention

Define the retention requirements for the disclosed information for the duration of the Data Sharing Agreement and in the event the agreement is terminated, for:

1. the information to be disclosed and
2. the information resulting from the processing of that disclosed information

INFORMATION TYPE	RETENTION REQUIREMENTS
1. Information to be disclosed	The disclosed personal data will be retained by the ERC for three years - once the matching requirements for the data set are completed, the data will then be anonymised and retained in the anonymised format, and any personal identifiers are confidentially destroyed in line with GDPR standards. In the event the agreement is terminated the data will be retained under the same agreement –personal data will be retained by the ERC for three years – once the matching requirements for the data set are completed, at which point the data will then be anonymised and retained in the anonymised format with any personal identifiers confidentially destroyed in line with GDPR standards.
2. Information resulting from the processing of the data	Information resulting from the processing of the data will be retained in an anonymised format indefinitely. As the information contains no personal data, this is retained for any relevant secondary analysis.

Table 12.0



13. Methods Used to Destroy/Delete Data

Detail how information will be destroyed or deleted at the end of the retention period as defined in the Data Sharing Agreement, for:

1. the information to be disclosed and
2. the information resulting from the processing of that disclosed information

INFORMATION TYPE	DESCRIPTION
1. Information to be disclosed	After three years, when the matching requirements for the data set are completed, personal identifiers (e.g. names, examination number) are deleted from databases and hard copy documentation, if any, is confidentially shredded using the services of an on-site shredding company.
2. Information resulting from processing of the data	The anonymised data is retained indefinitely for contribution to research and for reporting to Department of Education.

Table 13.0



14. Withdrawal from Agreement

14.1 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.

14.2 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.



15. Other Matters

15.1 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.

15.2 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.

15.3 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 the Republic of Ireland.

15.4 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.

15.5 Publication

15.5.1 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.



15.5.2 Publishing Executed DSA

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 publish a copy of the final agreement on a website maintained by it as soon as practicable after sending a copy of the agreement to the Data Governance Unit who will accept it on behalf of the Minister.

15.6 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 take on the role of Lead agency.



16. 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	<input checked="" type="checkbox"/>	<p>Administration of Studies, Test Development, and Independent Research.</p> <p>Although, the processing was carried out prior to 2018 and does not include a new purpose for the data processing, nor new technologies, a DPIA was conducted between the SEC & ERC as a significant proportion of the data subjects are classified as children and under GDPR Recital 75 children are classified as vulnerable natural persons. Additionally, it is noted that approximately 21% of State Examinations candidates avail of reasonable accommodations (additional needs).</p> <p>The DPIA between the SEC and the ERC examines the processing operations; the legal bases for sharing the data; the necessity and proportionality of the processing; assesses the rights and freedoms of the data subjects; and the measures taken to address and mitigate against the risks.</p> <p>Processing activities: The SEC shares personal data and information relating to Junior Cycle, Leaving Certificate (established and vocational) and Leaving Certificate Applied examination candidates to the ERC to facilitate the administration of studies, test development, and independent research. The SEC and ERC rely on Article 6 1(e) of the GDPR for the legal basis of data sharing— ‘processing is necessary for the performance of a task carried out in the public interest or in the official authority vested in the controller. Of relevance are the: Education Act, 1998 (No. 51 of 1998); S.I. No. 373/2003 State Examinations Commission (Establishment) Order 2003; and S.I. 392/2015 Educational Research Centre Establishment Order 2015, with specific reference to Articles 7, 8 and 9.</p> <p>Necessity and proportionality of the processing: The ERC carries out research on behalf of the Department of Education on all aspects of education and at all levels of</p>



	<p>the education system including educational research that will inform policy making and the improvement of educational standards.</p> <p>PISA: PISA is an international assessment of the skills and knowledge of 15/16-year olds, who, in most countries, are nearing the end of compulsory education. PISA assesses student's performance on 'real-life' tasks that are considered relevant for effective participation in adult society and for life-long learning. PISA is a project of the OECD. In Ireland, the project is managed by the ERC on behalf of the Department of Education.</p> <p>TIMSS Grade 8: TIMSS is a project of the IEA, and is managed at an international level by the International Study Centre in Boston College. The ERC is the National Research Centre managing the study in Ireland. TIMSS assesses the mathematics and science achievement of pupils in the Fourth and/or Eighth grades (equivalent to Fourth Class and Second Year in Ireland). First conducted in 1995, TIMSS takes place every four years.</p> <p>These studies collect detailed information about curriculum and curriculum implementation, instructional practices, and school resources. The assessments are based on comprehensive frameworks developed collaboratively with the participating countries. The frameworks specify in some detail the knowledge, skills, and understandings to be assessed. The output from these studies provide background information that is used to improve teaching and learning.</p> <p>Through study results, policy makers can gauge knowledge and skills of students in their own countries in comparison with those in other countries, set policy targets against measurable goals achieved in other education systems, and learn from policies and practices of countries which have demonstrated improvement. This kind of international benchmarking is more relevant now than ever, given that every country in the world has signed up to the Education Sustainable Development Goal agenda.</p> <p>Assessments & Test Development: The ERC provides a range of tests to primary and post-primary schools. To examine the validity of a new test, there may sometimes be a requirement to compare students' results on the test with their results on another assessment designed to measure a similar construct. For example, to assess the validity of a test of Mathematics for Second Year, it may be desirable to examine the Junior Cycle Mathematics results of the students on whom the new test was normed. If both tests are valid measures of similar constructs, a high level of correlation would be expected between students' results on the two occasions. This kind of</p>
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	<p>comparison could also be conducted by subgroup (e.g. students in DEIS vs non-DEIS schools, girl's vs boys) to collect evidence about the validity of the new ERC test among different groups of students.</p> <p>The data shared from the SEC to the ERC to facilitate administration of studies, test development, and independent research is limited to: Student Forename, Surname, and alternative surname (if applicable); DOB; Gender; DPIN; Exam details (subject, level, results, grade descriptor, marks awarded); and School roll number.</p> <p>Research, assessment, and evaluation carried out by the ERC facilitates improved policy and a greater access to education and equality of services to post-primary students in Ireland. The benefits of this research are considered necessary and proportionate in relation to the potential risks from the data processing.</p> <p>Assessment of the rights and freedoms of the data subjects:</p> <p>Data subjects will be advised how they can exercise their rights through the SEC's Data Protection section of the SEC website, and the SEC has a dedicated Data Protection Unit available to provide information to the data subjects and to support them in exercising their rights.</p> <p>The data processing will not affect the rights of the data subjects to be informed, access their data, the right to rectification, request erasure, restrict processing, portability, nor the right to object.</p> <p>These risks will not affect the rights of the data subjects: the right to be informed; the right to access; the right to object; the right to erasure and blocking; the right to rectify; the right to file a complaint; the right to damages; and the right to data portability.</p> <p>Measures to address the risks:</p> <p>The risks identified within this data sharing relate to: processing of children's data which are classified as vulnerable natural persons under GDPR, large-scale processing, profiling in relation to evaluating and scoring of pupils within school types only (not profiling of students); tracking (pupils through the school system); processing data relating to children (classified as vulnerable including a proportion which have additional educational needs); loss of confidentiality; and identity theft and/or fraud.</p> <p>All identified risks have been explored and risks mitigated. The SEC & ERC implement the following measures to ensure the protection of personal data and to demonstrate compliance with GDPR.</p> <p>For example:</p> <p>Access to Data & Storing: The ERC's Access Control Policy governs the access to data held by the ERC. Staff are instructed to never leave a computer unattended unless the screen is locked. Remote access to the ERC network is controlled with VPN.</p>
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	<p>The access of unauthorised persons to the ERC building and to the data processing systems is denied using the following measures:</p> <p>Entrance control:</p> <ul style="list-style-type: none">- Building access control system- Building alarm system- Secured IT server room- Employee references checked prior to employment- Specified cleaning and maintenance times- Guests and external service providers are accompanied <p>Access controls:</p> <p>The unauthorised use of the data processing systems is prevented by the following measures:</p> <ul style="list-style-type: none">- Use of encryption on servers- Specified user account for each employee- Authentication of user access with password via Active Directory- Automated screen lock- Dedicated network folders for projects and associated data- Employee hiring and leaving processes- Restricted Network Folder Access- 2FA for cloud storage- Conditional Access for Ireland/UK only- All hard copy data will be stored securely at the ERC or in secure storage by the Service Provider. Soft copies of data will be stored on the ERC's own server which are based in a secure IT room and only accessible by authorised members of staff (limited to those staff working on the specific project and for the purposes of technical support, the IT Manager). <p>Back up and archiving measures – File, folders and servers are backed up on a daily basis to disk and then copied to tape. Daily backup tapes are kept for a week with a 4-week cycle for weekly backup tapes. Tapes are collected every week for an offsite secure storage area by the Service Provider.</p> <p>Malware protection – The SEC & ERC both have Antivirus-Software installed. Automatic updates are monitored periodically by ERC's IT. Infected IT systems are immediately disconnected from all networks and are no longer used productively until fully cleaned up and/or reinstalled.</p> <p>The security-relevant updates and patches published for all operating systems, all installed drivers and programmes are promptly installed on all IT systems. This is especially true for programmes that access foreign networks (e.g., web browser).</p>
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		<p>Data recovery procedures – The ERC has its own internal backup procedure. Files and folders can be recovered from an internal disk backup, failing that the offsite tape can be used to recover data from a greater date range if required.</p> <p>The ERC will track the upload status of pupil and student data and the number of uploads will be cross-referenced against the Technical Support (TS) Form (completed by Technical Support and received on the day of the assessment). Each study has a checkback process that confirms receipt of all data and all documentation from each participating school. During checkback, the uploaded data are checked against the student tracking form. Disparities arising from these checks will be noted. A final sweep will be conducted and any missing data can be traced and uploaded.</p> <p>Methods to destroy/delete data: The ERC's Information Security Policy, Data Retention, Disposal and Erasure Policy and Technical and Operational Measures documents governs the security of data and the duration that data is held by the ERC. All data is confidentially destroyed in line with GDPR requirements.</p>
Has not been conducted	<input type="checkbox"/>	Not applicable

Table 16.0

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 Data Sharing and Governance Act, 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.



17. Schedule B

17.1 Necessary for the Performance of a Function

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.

It is a statutory function of the Minister for Education under the Education Act 1998 as amended to ensure that there is made available to each person resident in the State a level and quality of education appropriate to meeting the needs and abilities of that person, to determine national education policy, and to plan and co-ordinate the provision of education in recognised schools. It is also a function of the Minister under the Act to monitor and assess the quality, economy, efficiency and effectiveness of the education system provided in the State by recognised schools and to publish, in such manner as the Minister considers appropriate, information relating to such monitoring and assessment.

It is a function of the Educational Research Centre under S.I. 392 of 2015 to provide an assessment support service to schools and to conduct independent research on all aspects of education and at all levels of the education system including educational research that will inform policy making and the improvement of educational standards. The ERC carries out various tasks on behalf of the Minister for Education in order to conduct independent research on all aspects of education and at all levels of the education system including educational research that will inform policy making and the improvement of educational standards.

17.2 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.

The personal data concerned is relatively limited and does not contain any special category data. The personal data provided has been shared with the ERC in the past to conduct these analyses. The provision of this data allows the ERC to complete the analyses on behalf of the Special Education and Social Inclusion Units within the Department of Education. In order to comply with the GDPR's Article 5.1(c), the Data Minimisation Principle, the ERC only requests the data elements required for the particular study, for the development of the particular test or for the piece of independent research.

Both the SEC and the ERC have a range of security measures in place, from both an IT perspective and a data protection perspective. Both organisations have strong IT security, data back-ups and access controls in place. Both organisations have a range of data protection policies and procedures in place and staff are trained in compliance.

It is considered that the safeguards are proportionate, given the functions of the parties involved and the fact that the data sharing is ultimately of benefit to the data subject in terms of improving the quality of education and equity within the education system.



18. Schedule C

18.1 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.

[No.]	PARTY NAME	ADDRESS
1	The State Examinations Commission	Cornamaddy, Athlone, Co. Westmeath, N37 TP65
2	The Educational Research Centre	DCU, St. Patrick's Campus Drumcondra Road Upper Dublin 9 D09 AN2F



19. 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.

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.

19.1 Lead Agency

LEAD AGENCY			
Signature:		Date:	13 August 2025
Print Name:	Richard Dolan		
Position held:	Director of Operations		
Email:	richard.dolan@examinations.ie		
For and on behalf of:	State Examinations Commission		

Table 19.1

19.2 Other Party/Parties

OTHER PARTY			
Signature:		Date:	13 August 2025
Print Name:	John Regan		
Position held:	Chief Executive Officer		
Email:	John.Regan@erc.ie		
For and on behalf of:	The Educational Research Centre		

Table 19.2

[Append further Authorised Signatory sections for each additional Party, use same format as above table 19.2.]



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 that 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			<input checked="" type="checkbox"/>
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			<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation			<input checked="" type="checkbox"/>
Signature:		Date:	13 August 2025
Print Name:	John McDermott		
Position:	Data Protection Officer		
Email:	dpo@examinations.ie		
For and on behalf of:	State Examinations Commission		

Table 20.1



Other Party/Parties DPO Statement

OTHER PARTY DATA PROTECTION OFFICER STATEMENT			
I have reviewed the proposed agreement			<input checked="" type="checkbox"/>
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			<input checked="" type="checkbox"/>
I am satisfied that the agreement is consistent with Article 5(1) of the General Data Protection Regulation			<input checked="" type="checkbox"/>
Signature:		Date:	13 August 2025
Print Name:	Damian Downes		
Position:	Data Protection Officer		
Email:	Data.Protection@erc.ie		
For and on behalf of:	The Educational Research Centre		

Table 20.2