THIS AGREEMENT is made this 3rd day of February 2023 between

(1) **CABINET OFFICE** (a Department of the Isle of Man Government) of the first part ("Cabo")

and

(3) Isle of Man Financial Services Authority a statutory board of the Isle of Man Government of the other part ("the Board")

- together known as the **"Parties"**.

RECITALS

(A) Cabo on behalf of the Council of Ministers has engaged the Independent Review Team to conduct an independent review within the Terms of Reference, in respect of the Isle of Man Government's handling of the Coronavirus pandemic during the period between December 2019 and April 2022 ("the Review").

(B) The Parties wish to enter into this Data Sharing Agreement (the **"Agreement"**) to assist each other in their respective obligations in relation to the review which are as set out in recital (C) and to ensure that data sharing between the Parties occurs in accordance with the provisions of the Data Protection Legislation.

(C) The respective roles and obligations of the Parties for the purposes of the Review are as follows:

(1) Cabo – acts on behalf of Council of Ministers in contracting with the Independent Review Team on behalf of Council of Ministers

(2) The Board – as a statutory board of the Isle of Man Government directed by Council of Ministers under Schedule 2 of the Statutory Boards Act 1987 ("the Direction") to provide such information and assistance to the Independent Review Team for the purposes of the Review, as it requires

(D) In light of the obligations of the Parties as set out in Recital (C), this Agreement provides for the sharing of data in compliance with the Data Protection Legislation pursuant to the Applicable Legislation.

1) Definitions

The following terms shall have the following meanings:

"Agreement"	has the meaning given to it in Recital (A) above and incorporates the Conditions;
"Applicable Legislation"	means where the context so admits the Data Protection Legislation;

"Applied GDPR"	means the General Data Protection Regulation EU 2016/679 as applied to the Isle of Man by virtue of the Data Protection (Application of GDPR) Order 2018;
"Commencement Date"	means the 3rd day of February 2023;
"Conditions"	means the conditions attached to this Agreement;
"Controller"	has the meaning given to it by Article 4(7) of the Applied GDPR;
"Data Protection Legislation"	means the Data Protection Act 2018 and shall include the Data Protection (Application of GDPR) Order 2018 and the Data Protection (Application of LED) Order 2018 and any legislation made thereunder, and any references to the Data Protection Legislation herein shall be construed as made under the Data Protection Legislation for the time being in force in the Isle of Man;
"Data Subject"	has the meaning given to it in Article 4(1) of the Applied GDPR;
"Data Subject Access Request"	means a request for access to information by a Data Subject made under the Data Protection Legislation pursuant to the Applied GDPR (in particular Article 15 of the Applied GDPR and the GDPR and LED Implementing Regulations 2018 (or any subsequent statutory provisions to which the Parties, as Controllers, are subject;
"Independent Review Team"	means the independent review team appointed under the Terms of Reference including the Chair and other members of that team from time to time as the context admits
"Joint Controller"	means the natural or legal persons, public authorities, agencies or other bodies which have a shared purpose for the processing and jointly determine the purposes and means of the processing of Personal Data;
"Parties"	means all the entities named on page one and **"Party"** means either one of them as appropriate;
"Personal Data"	has the meaning given to it in Article 4(1) of the Applied GDPR;
"Principles"	means the data protection principles set out in Article 5 of the Applied GDPR;
"Staff"	means the employees, temporary staff, volunteers or other persons employed by one or other or any of the

	Parties (as appropriate) who have access to or who potentially have access to data;
"Term"	has the meaning given to it in paragraph 3 below.
"Terms of Reference"	means the Independent Review Team's terms of reference the Review's terms of reference, titled '*Independent Review into the Isle of Man Government's handling of the Coronavirus pandemic*', and as may be updated from time to time (GD 2022/0087).

2) The Agreement

The Parties undertake to:

a) Implement and comply with the provisions of this Agreement within their respective organisations.

b) Ensure that their respective Staff are aware of and adhere to the policies, procedures and arrangements set out in this Agreement via appropriate training.

c) Comply with the Conditions and use this Agreement to facilitate the sharing of Personal Data between the Parties in pursuance of powers and functions under the Applicable Legislation.

3) Review of the Agreement

a) This Agreement shall continue for a period of 12 months from the Commencement Date or until the revocation of the Applicable Legislation under which Personal Data is processed, whichever is the earlier (the **"Term"**).

b) Cabo shall, on behalf of the Parties, instigate a review of this Agreement every 6 months during the Term.

c) Cabo may, after a review and with agreement of the Parties in writing, extend the Agreement.

4) Signatures and Counterparts

(a) By signing this Agreement, the signatories accept responsibility for its execution on behalf of the relevant Party and agree to adhere to its provisions.

(b) Signatories must also ensure that the Parties comply with all relevant legislation including the Applicable Legislation and the Data Protection Legislation.

(c) This Agreement may be signed in counterpart and agreed by filing an electronic signed copy with the Board.

(d) Copies of all counterparts signed by each Party will be circulated by the Board upon request.

Signed on behalf of Cabo:

[redacted]

Name: Caldric Randall

Position: Interim Chief Executive (IOMG)

Date: 16/2/23

Signed on behalf of the Board:

[redacted]

Name: Bettina Roth

Position: Chief Executive

Date: 3 February 2023

ANNEX

THE CONDITIONS

1. The following named persons are responsible for ensuring that the Principles are adhered to on behalf of each of the Parties:

Name	Job Title	Organisation	Telephone No.
Louise Quayle	Covid Review Coordinator	Cabinet Office	Email only (louise.quayle@gov.im)
Stuart Peck	Information Governance Manager / Data Protection Officer	Financial Services Authority	Stuart.Peck@iomfsa.im

1.1 Each Party must nominate someone to be responsible for providing or obtaining expert advice with regard to Data Protection issues.

Name	Job Title	Organisation	Telephone No.
Jenny Geddes	Information Governance Manager	Cabinet Office	[redacted]
Kirsty Hemsley	Data Protection Officer	Cabinet Office	[redacted]
Stuart Peck	Information Governance Manager / Data Protection Officer	Financial Services Authority	[redacted]

1.2 Any Party may change the person or details relating to their own data protection officer and contained in this Condition by giving notice in writing to the other Parties.

2. Purpose of Sharing Information

2.1. The purpose for data sharing between the Parties is to share personal information for the purposes of ensuring that the appropriate information and assistance is provided by the Board to the Independent Review Team, for the purposes of the Review, in compliance with the Applicable Legislation, for the Term. The aims for the data sharing provided in this agreement are to assist the Isle of Man Government in its provision of information to the Review, the aims of which are set out in the Terms of Reference.

2.2. In particular this Agreement sets out the responsibilities of the Parties involved in the processing the affected Data Subject's Personal Data.

(The above are referred to in this Agreement as the "**Specified Purposes**").

3. Data items to be shared

3.1. Subject to the provisions of paragraph 4, where it has been determined necessary reasonable and proportionate to do so, the Parties may share the Personal Data set out in Appendix 2 to this Agreement, for the Specified Purposes or for any purpose which is set out in Applicable Legislation.

3.2. On all occasions the minimum necessary Personal Data will be shared and shall only be shared with the Parties with whom it is required to share under the Applicable Legislation and/or the Specified Purposes.

4. Basis for sharing

The Parties agree that data shall only be shared where it meets one of the lawful bases set out in Article 6 of the Applied GDPR, and in the context of this Agreement that shall be where the processing and therefore data sharing is necessary:

4.1. for the performance of tasks carried out in the public interest and/or in the exercise of official authority vested in the Controllers as set out in the Applicable Legislation for the Specified Purposes;

4.2. for compliance with a legal obligation to which the Controller is subject; or where none of the other lawful basis exist;

4.3. that specific consent has been obtained from the Data Subject for one of the Specified Purposes.

5. Access and individual rights

5.1. Where one Party is the sole Controller, that Party will process any Data Subject Access Request in accordance with the provisions of the Data Protection Legislation.

5.2. Where the Parties are Joint Controllers, the Party who receives the Data Subject Access Request will either process it and inform any other relevant parties of this Agreement, or will provide all relevant redacted Personal Data to any other party for release to the Data Subject within the period set out in the Data Protection Legislation.

6. Data Quality Standards

6.1. The Parties will ensure that only relevant and proportionate amounts of Personal Data necessary will be shared by the Parties.

6.2. Each Party will ensure that all information processed by it is accurate and up-to-date.

6.3. Each Party will establish procedures to check regularly with both Staff and Data Subjects that the Personal Data they process is accurate and up-to-date.

7. Security

7.1 The Parties will establish appropriate policies and procedures to ensure all personal data is processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

7.2 Any policies and procedures will be made available to the other Party upon reasonable request.

7.3 Staff must receive appropriate training. Each Party may inspect Staff training logs upon request.

7.4 Measures to be taken must include:

- All Personal Data whether it is held on computer or on paper will be protected through appropriate access controls.

- Staff must not process the Personal Data on home computers or any other personal equipment, such as mobile phones, cameras, etc., except through remote working provisions provided by Isle of Man Government Technical Services, or unless expressly authorised to do so by the Controller.

- Procedures for the secure use of manual files, including the use of such files outside the office environment will be established.

- Data must only be stored on devices or equipment which belong to the named Parties and have been approved by their IT provider and encrypted, unless officers are working remotely using devices which may not be Government-provided devices. All portable and mobile devices including laptops and other portable media (except USB flash drive memory sticks which must not be used) used to store and transmit Personal Data (the loss of which could cause damage or distress to individuals) must be encrypted using encryption software which meets the current standard (AES-256).

- Any Personal Data sent via e-mail should be sent using secure Government e-mail only and should be encrypted or password protected. If this is not possible then an alternative solution such as secure network folder with restricted access should be used.

- Any Personal Data sent via post must be placed in an envelope that will show if it has been tampered with (preferably inside another envelope), and marked 'Private and confidential addressee only'. It is recommended that if the Post Office system is used, Recorded Delivery or Registered Delivery is chosen, as this allows the mail to be tracked. Alternatively a courier service could be used, depending on the sender's requirements or sensitivity of the information and marked 'Private and confidential addressee only'.

7.5 Each Party must nominate a person who will have responsibility for ensuring all information is backed-up regularly. Ideally, the master copy of programmes and back-ups of data will be kept in a fireproof safe, preferable in a separate building from the system.

7.6 Cabo has established a database to which the Board will have access ("the IoM Government Materials Database"), for the purpose of uploading information which is within the scope of this agreement for the purposes of compliance with the Direction. Cabo does not have access to a second data base ("the Chair's Database") which is a database to which information shared under this agreement may be transferred by Cabo, for the purposes of compliance with the Direction, on behalf of the Board. The access and permissions shall be underpinned by separate agreements made between Cabo and the Independent Review Team to ensure appropriate security of any data shared by the Board pursuant to the Direction.

8 Audit

All Parties must have appropriate governance and risk assessment measures in place, to assure the safe storage, access and utilisation of Personal Data. Policies and procedures will be available for audit purposes with evidence of clear review dates.

9 Review, Retention and Disposal

9.1 The Parties undertake to:

- ensure that Personal Data will only be used for the specific purpose for which it was shared; and

- keep Personal Data securely stored and dispose of it securely when it is no longer required in accordance with their organisation's retention and disposal policy,

which as a minimum standard must comply with retention and disposal periods, regardless of contract duration, detailed in Appendix 1 to this Agreement.

9.2 All Staff shall be made aware of the Controller's policy for the storage, use, transmission and disposal of Personal Data and shall be appropriately trained on how to follow that policy.

9.3 Disposal policies will include:

- All software and data will be erased from redundant hardware and media storage (e.g. tapes, disks) before the hardware is removed.
- Confidential paper waste to be shredded or collected and held in a secure area prior to shredding or incinerating.

10 Breaches and Complaints

10.1 All complaints or breaches of this Agreement will be notified immediately to the relevant Party's designated data protection officer in accordance with their respective policy and procedures.

10.2 Each Party will be accountable for any misuse of Personal Data supplied to it and the consequences of such misuse.

10.3 Breaches of this Agreement must be dealt with by the signatory under their own established policies and procedures.

10.4 Procedures must be developed by each Party to cover security breaches including how breaches of security will be logged and investigated and how adherence to policy and procedures will be monitored. These procedures should be reviewed on a regular basis.

10.5 Staff shall be required, in their employment contracts/contracts of engagement, or through the provision of GDPR Awareness training, to maintain confidentiality of both the Parties and the Data Subjects. Failure to do so should be identified as gross misconduct and policies and procedures should make it clear of the consequences of a breach.

APPENDIX 1 –Retention of Record Policy

Details	Minimum Retention Period	Rationale
All records transferred for the purposes of the Independent Covid Review	Permanent	Shared personal data will be transferred to the Public Record Office at the end of the Covid-19 review as required to comply with section 3(4) of the Public Records Act 1999, and will be subsequently be retained permanently as part of the Public Record Office national archive collections

APPENDIX 2 – Personal Data to be shared

Purpose of data sharing in respect of the provision of information and assistance to the Independent Review Team pursuant to the Direction		
Type(s) of data	Personal Data	Names, including names of staff Addresses Date of Birth Job Titles Email addresses Telephone numbers Race Ethnicity Religion Health data Sexual orientation
	Statistical / other data	Spreadsheets containing personal data Papers Reports Business Continuity Plans Risk Assessments Meeting agendas and minutes

		NB. only those documents relating to Isle of Man Government's Covid response indicated within the Information Asset Register submission and subsequently reviewed and requested from via Chair of the Review.
Method(s) of transfer	Shared access	N/A
	Physical transfer	N/A
	Electronic transfer	To Laserfiche from network folders or equivalent, via the Laserfiche application
Security provisions	Designated responsibilities	Role based access controls in place so that users are only able to view documentation within their own Department/Board. The central Cabinet Office team will be able to view all folders in their entirety.
	Encryption	Data uploaded to the Laserfiche application is encrypted in transit and at rest.
	Formats used	Formats used are those of the original documentation shared by departments.
Records created	Copies of records will be created to enable the Cabinet Office to undertake redaction of personal data and special category data, prior to the submission of documentation to the Independent Review Team.	
Data Sources	Data identified during the discovery phase and recorded on Information Asset Registers submitted to the Chair of the Review for confirmation of requirements in relation to data requested for transfer.	