



## 1. The Parties

This Memorandum of Understanding (MOU) is made on 26 June 2025 between the Policing and Community Safety Authority, 90 North King Street, Dublin 7, D07 N7CV ('the Authority') and An Garda Síochána, Phoenix Park, Dublin 8, D08 HN3X.

## 2. Definition of Terms / Abbreviations

<b>FOI</b>	Freedom of Information
<b>MOU</b>	Memorandum of Understanding
<b>Act</b>	Policing, Security and Community Safety Act 2024 (the "Act")
<b>Authority</b>	Policing and Community Safety Authority

## 3. Context

The Act requires the Authority and the Garda Commissioner to agree an MOU concerning the conduct of inspections not later than three months after the coming into operation of section 148 of the Act.

## 4. Role and Statutory Remit

The Authority is the independent statutory body established to oversee the performance of An Garda Síochána in relation to policing services.

Section 122(1) of the Act states that the objective of the Authority is to oversee and assess in an independent and transparent manner the performance by An Garda Síochána of its function relating to policing services. This is in order to support the effective provision and continuous improvement of such services for the benefit and safety of the public.

The function of An Garda Síochána is set out in section 9 of the Act. According to section 9(1), *"The function of An Garda Síochána is to provide policing services and security services, including vetting, for the State with the objective of—*

*(a) preserving peace and public order,*

*(b) protecting life and property,*

*(c) protecting and vindicating the human rights of each individual,*

- (d) *protecting the security of the State,*
- (e) *preventing crime,*
- (f) *preventing harm to individuals, in particular individuals who are vulnerable or at risk,*
- (g) *bringing criminals to justice, including by detecting and investigating crime,*
- (h) *protecting and supporting victims of crime, and*
- (i) *regulating and controlling road traffic and improving road safety.”*

Section 133 of the Act states that it is the duty of the Garda Commissioner to facilitate the performance by the Authority of its functions, and to achieve this “*The Garda Commissioner shall report to the Authority with regard to policing services in order to facilitate the performance by the Authority of its functions*”.

Section 133(2) states that this “*includes the duty to provide, on request by the Authority, any document or information relating to policing services in the power or control of An Garda Síochána.*”

The purpose of this MOU is to ensure that there is effective co-operation between An Garda Síochána and the Authority so that both organisations fulfil their respective statutory obligations. This agreement is an MOU and is not intended to create binding or legal obligations on either Party.

## **5. Powers of Inspectors of Policing Services**

The Authority may, in the furtherance of its objectives, carry out inspections in relation to such aspects of the operation and administration of An Garda Síochána relating to policing services as it considers appropriate (section 143).

Section 147 sets out the powers of inspectors of policing services authorised to carry out an inspection, as follows:

*“Where necessary or expedient for the purpose of carrying out an inspection, inspectors have the power to:*

- (a) *enter a relevant location at any time to inspect any aspect of the administration or operation of An Garda Síochána in relation to the provision of policing services relevant to the inspection,*
- (b) *require any member of garda personnel to—*

- (i) *provide any information that the inspector of policing services may reasonably require for the purposes of the inspection,*
  - (ii) *produce to him or her any documents in that person's power or control that the inspector of policing services may reasonably require for the purposes of the inspection, and*
  - (iii) *provide an explanation of any document made available pursuant to subparagraph (ii).*
- (c) *examine any document made available to him or her under paragraph (b) and taking copies of, or extracts from, such document or having the document made available in a form to facilitate removal from the location at which the document is made available,*
- (d) *take possession of any document made available to him or her under paragraph (b) that, in the opinion of the inspector of policing services is relevant to the inspection, and, for those purposes, remove it and retain it in his or her possession for a reasonable period,*
- (e) *require the personal details of any person in a relevant location where, in the opinion of the inspector of policing services, such information is relevant to the inspection, and*
- (f) *be assisted, when exercising a power under this section by such and so many members of staff of the Authority or persons under contract with or engaged by the Authority pursuant to section 132(1) as he or she considers appropriate."*

## **6. Purpose**

The purpose of the MOU, according to section 148(1), is to ensure that inspections:

- a) Are carried out in an efficient and effective manner;
- b) Do not adversely affect the performance by An Garda Síochána of its functions;
- c) Do not jeopardise criminal investigations or prosecutions; and
- d) Do not prejudice the safekeeping of a person in legal custody.

It further seeks to provide a framework in accordance with section 148 (2) of the Act for co-operation and communication between the parties in relation to the

conduct of inspections, including the manner in which the powers of an inspector of policing services under section 147 of the Act may be exercised.

In order to achieve this purpose, the Authority shall:

- a) Comply with the provisions of section 145 of the Act where an inspection is to be conducted jointly with one or more prescribed inspection bodies;
- b) Comply with the provisions of section 146 of the Act in relation to the publication of an inspection plan and the conduct of inspections in a manner which is proportionate, accountable, transparent and will ensure the integrity and objectivity of the findings;
- c) Only require the personal details of any person in a relevant location to be provided to an inspector of policing services where in the opinion of the latter such information is relevant to a specific inspection and in compliance with all data protection requirements and all other relevant legislative safeguards;
- d) Ensure the safe storage, access, use, retention and deletion of any information provided for the purpose of an inspection;
- e) Ensure that, when conducting visits, including unannounced visits, as part of an inspection, an inspector of policing services has available for production on demand a copy of their certificate of appointment and a form of personal identification;
- f) Ensure that the inspector of policing services shall notify the available person in charge of a relevant location as soon as they deem practicable following their entry for the purpose of carrying out an inspection;
- g) Not seek information that relates to the security of the State or would endanger the life or safety of any person who has given information in confidence to a public body in relation to the enforcement or administration of the law;
- h) Not adversely affect the performance by An Garda Síochána of its functions;
- i) Not prejudice the safekeeping of a person in legal custody or jeopardise any criminal investigation or prosecution; and

- j) Ensure that an inspector of policing services may be assisted in carrying out an inspection by any person or persons nominated by the Authority, as appropriate.

In order to achieve this purpose, An Garda Síochána shall:

- a) Comply with the relevant provisions of the Act in relation to facilitating the efficient and effective performance by the Authority of its functions;
- b) Identify a point of contact to facilitate liaison for inspections in an efficient and effective manner with the Authority;
- c) Provide any information or documents requested by the Authority immediately or as soon as practicable and in any event no later than 10 working days after the request is submitted. Where the nature of the request is such that compilation of information is likely to take longer than 10 working days, An Garda Síochána will inform the Authority in writing as soon as practicable and in any event, no later than 10 working days after the request is submitted and the parties will agree an achievable timeframe for completion;
- d) Provide any information or documents requested in electronic or other agreed format appropriate to the nature of the information;
- e) Provide to inspectors of policing services read only access to any An Garda Síochána ICT systems or database required for the purpose of an inspection;
- f) Provide any access or assistance required by inspectors of policing services, staff of the Authority or persons under contract with or engaged by the Authority; and
- g) Produce any information or documents in the power or control of a person employed or engaged in any way by An Garda Síochána that the inspector of policing services may reasonably require, and provide an explanation of any document or information made available.

## **7. Designation of liaison points**

An Garda Síochána designates Assistant Commissioner, Governance and Accountability, as the business owner within An Garda Síochána regarding inspections by the Authority.

The Authority designates the Head of Oversight Delivery as the business owner within the Authority regarding inspections by the Authority.

Assistant Commissioner, Governance and Accountability, and the Head of Oversight Delivery, in their respective roles, shall establish a dedicated liaison email address for communication of information requests and the effective and timely provision of information.

## **8. Conduct of Inspections**

### **Inspection Plan**

The Authority shall prepare an inspection plan and review it at such intervals as it considers appropriate. The plan will identify the priorities for inspections to be carried out, and information on how such inspections shall be carried out in a manner which is proportionate, accountable and transparent, and ensures the integrity and objectivity of the findings of such inspections.

The Authority shall, in preparing an inspection plan, consult such persons as it considers appropriate.

The Authority shall submit a copy of an inspection plan to the Minister and thereafter publish the inspection plan on its website.

In preparing preliminary inspection plans for Authority consideration, the the Head of Oversight Delivery may consult with the Assistant Commissioner, Governance and Accountability and other key counterparts in An Garda Síochána.

### **Scope and Terms of Inspection**

Where the Authority decides to carry out an inspection, the Authority shall:

- a) specify in writing the scope and terms of the inspection, and
- b) authorise in writing one or more inspectors of policing services to carry out the inspection.

As soon as practicable after specifying in writing the scope and terms of an inspection, the Authority shall give the Garda Commissioner a notice in writing of the inspection which shall include:

- a) a statement of the nature and particulars of the matters to be inspected,
- b) the scope and terms of the inspection,

- c) a copy of the authorisation in writing for one or more inspectors of policing services to carry out the inspection, and
- d) such other information as the Authority considers appropriate.

Upon receipt of this notice, a relevant and appropriate dedicated liaison contact officer for any matters relevant to the inspection will be appointed by An Garda Síochána and details of same notified to the Authority.

Where the Authority has given to the Commissioner a notice in writing of an inspection, the authorised inspector of policing services or the Head of Oversight Delivery may meet with the Assistant Commissioner, Governance and Accountability and discuss plans for the practical conduct of the inspection.

Based upon the scope and terms of the inspection, the parties will agree and document suitable and specific safeguards regarding planned or potential access to Garda systems, personal data and/or sensitive information, in line with the provisions of Sections 11, 12 and 14 of this MOU. Such safeguards will be agreed prior to commencement of inspection activity. These safeguards may be reviewed by the parties based on the evolving requirements of that inspection.

### **Unannounced Visits**

Where an inspection involves a need for unannounced visits to an operational business area or business areas, the intention to do so will be identified in the scope and terms of inspection, along with the anticipated time period within which the inspection fieldwork is to be conducted. Unannounced visits carried out as part of an inspection may vary from the planned approach outlined as part of the scope and terms for the inspection based on the evolving requirements of that inspection.

The authorised inspector of policing services, in the exercise of their powers as outlined above in Section 5, will implement safeguards to ensure unannounced visits as part of an inspection are carried out in an efficient and effective manner and do not adversely affect the performance by An Garda Síochána of its functions, prejudice the safekeeping of a person in legal custody or jeopardise any criminal investigation or prosecution.

### **Requests for information**

In respect of requests for information by the Authority related to inspections, such requests will be made in writing by or on behalf of the authorised inspector(s) for

that inspection to the liaison email address and copied to the Assistant Commissioner, Governance and Accountability. The Authority shall seek to ensure each request is clear and unambiguous in order to enable An Garda Síochána to determine the precise information being sought and the inspection to which the request refers to.

Information requested will be provided within 10 working days. Where the nature of the request is such that compilation of information is likely to take longer than 10 working days, An Garda Síochána will inform the Authority in writing as soon as practicable and in any event, no later than 10 working days after the request is submitted and the Assistant Commissioner, Governance and Accountability and the Head of Oversight Delivery will agree an achievable timeframe for completion.

In line with their powers as outlined above in Section 5, the authorised inspector of policing services may make a request for any information the inspector may reasonably require for the purposes of the inspection. Where the scope of a request is framed in such a way that to compile the information sought may potentially have significant operational and/or resource consequences for An Garda Síochána, the Assistant Commissioner, Governance and Accountability will engage with the Head of Oversight Delivery to discuss the request and seek resolution of the relevant issues.

Where a meeting with Garda personnel is required to enhance the Authority's understanding of an issue related to an inspection or a request for information, such meetings will be organised through the dedicated liaison contact officer within An Garda Síochána for that inspection.

Where access to a Garda information system is required as part of an inspection, such requests will be made in writing to the dedicated liaison contact officer within An Garda Síochána for that inspection and will be managed in line with Section 9 of this MOU on the basis of the agreed suitable and specific safeguards documented for that inspection.

### **Data protection**

Where an inspection involves requests for information that include or involve personal data or the processing of personal data and/or Special Category personal data, such requests will be managed in line with the agreed suitable and specific safeguards documented for the inspection. The request for information will outline



the necessity and proportionality of the request for personal data to be disclosed to the Authority in the context of the inspection.

### **Escalation of concerns regarding the conduct of inspections**

Where a member of Garda personnel has concerns that activity related to the conduct of an inspection may have the potential to:

- a) Adversely affect the performance of An Garda Síochána of its functions;
- b) Prejudice the safekeeping of a person in legal custody;
- c) Jeopardise any criminal investigation or prosecution;
- d) Impact on matters regarding the security of the State;
- e) Endanger the life or safety of a person;
- f) Impact on any ongoing disciplinary or misconduct process;
- g) Impact on an investigation of a Protected Disclosure;
- h) Impact on the conduct and management of any ongoing civil proceedings; or,
- i) Impact on the operation of Legal Professional Privilege or Public Interest Privilege

Such concerns will be raised with the dedicated liaison contact officer within An Garda Síochána for that inspection. Where the dedicated liaison contact officer identifies that the concern is relevant to one or more of the above criteria, the dedicated liaison contact officer will escalate the concern to the Assistant Commissioner, Governance and Accountability who will assess the validity of the concern, and where necessary will engage with the relevant lead inspector of policing services to further discuss the request and seek a resolution. Where the Assistant Commissioner, Governance and Accountability determines that on the basis of the concerns raised the inspection activity cannot be facilitated, the Assistant Commissioner, Governance and Accountability will provide the Authority with a timely explanation in writing as to the context and rationale for this determination based on one or more of the concerns listed a) – i) above. The Authority may escalate the matter to the Garda Commissioner for consideration.

### **9. Escalation procedures in the event of a refusal to provide information on the basis of matters outlined under Section 147(2) of the Act**

Where a member of Garda personnel has concerns with providing information related to an inspection on the basis that the information relates to the security of the State or would endanger the life or safety of any person who has given

information in confidence to a public body in relation to the enforcement or administration of the law, these concerns should be raised without delay with the dedicated liaison contact officer within An Garda Síochána for that inspection. The dedicated liaison contact officer will consider any such concerns and where relevant escalate the matter to the Assistant Commissioner, Governance and Accountability. Where a request cannot be facilitated based on these concerns the Assistant Commissioner, Governance and Accountability will notify the Authority of same in writing. Following such notification the Authority may escalate the matter in line within the provisions of section 143(4) and (5) and Section 243 of the Act.

## **10. Data Protection and Freedom of Information**

The parties will ensure that any disclosure of information under the terms of the Act and this MOU is carried out in a manner that is prompt, efficient, and proportionate and fully in compliance with the Act, the law, including the Data Protection Acts 1988 to 2018 and the EU General Data Protection Regulation, 2016/679 (GDPR), as applicable.

The Authority will ensure that each member of staff of the Authority and any person providing consultancy or other services to the Authority has received instruction on the statutory provisions on data protection and will comply fully with them.

Where and insofar as any information requested from An Garda Síochána under this MOU includes personal data, the Authority shall in its capacity as Data Controller be responsible for fulfilling the obligations placed on Data Controllers by the GDPR and the Data Protection Act 2018, as applicable.

The Authority and An Garda Síochána are committed to protecting the rights and privacy of all individuals in accordance with the GDPR as given further effect in Part 3 of the Data Protection Act 2018. Furthermore, the Authority undertakes to manage any personal data received from An Garda Síochána in accordance with the principles of the GDPR.

In doing so, both parties commit to complying with their obligations under the GDPR, the Data Protection Act 2018 and all relevant and applicable data protection legislation. Both parties subscribe to the principles relating to processing of personal data outlined in Article 5 of the GDPR and section 71(1) of

the Data Protection Act 2018, including, that processing is lawful and fair and is limited to what is necessary for the purpose for which the data is processed.

Where documents requested by the Authority contain third party data (e.g. names of members of the public), that is not necessary for the inspection, this personal data should be redacted in such a way that the document is still intelligible before it is provided to the Authority.

The parties shall keep confidential all personal data processed and shall take steps to ensure the data protection obligations of any employee, contractor or consultant who may have access to the personal data. The parties shall ensure that access to the personal data is limited to those individuals who are required to have access to the data in order to carry out their functions. The parties shall ensure that all such employees, contractors or consultants who have access to the personal data are subject to an undertaking of confidentiality or professional or statutory obligation of confidentiality.

This duty of confidentiality shall not apply where An Garda Síochána has expressly authorised the furnishing of such personal data to third parties or if there is an obligation under the law to make the information available to a third party.

## **11. Access to Garda ICT, Manual and Training Systems**

The Authority in the performance of its inspection function, may require read only access to a Garda information system for the purpose of carrying out an inspection. An Garda Síochána will facilitate monitored, read only access to an information system in order to enable the review of information held that is believed by the inspector of policing services to be relevant, necessary and proportionate to the inspection.

In accessing a Garda information system on a read only basis, a member of the Authority in the performance of its inspection function, will have particular regard to the legal obligations in the Act in relation to non-disclosure of information and their data protection obligations. In facilitating such access both parties will adopt appropriate measures to maintain and protect chain of evidence and ensure all access is recorded and logged, documented as part of the agreed suitable and specific safeguards documented for that inspection.

## **12. Requests involving Personal Data and Special Category Data**

Where it is necessary for the Authority in performance of its inspection function, to process personal data and/or Special Category Data, the processing of personal data will be limited to only what is believed by the inspector of policing services to be relevant, necessary and proportionate to their inspection in order to safeguard the fundamental rights and freedoms of data subjects. In the context of an inspection that requires the processing (access or disclosure) of personal data by the Authority, the parties will agree in a timely manner suitable and specific safeguards, documented as part of the scope and terms of inspection for the inspection, in order to safeguard the fundamental rights and freedoms of data subjects, and to ensure the inspection does not (1) adversely affect the performance by An Garda Síochána of its functions, (2) jeopardise criminal investigations or prosecutions or (3) prejudice the safekeeping of a person in legal custody. Such suitable and specific safeguards will be agreed and prescribed in the terms of reference for the inspection in addition to the general commitments by both parties detailed in this MOU.

In relation to any information requested by the Authority that is necessary for the performance of its inspection functions, the parties recognise that this may in certain contexts include personal data processed by An Garda Síochána in the performance of its functions, including special category, personal data and data concerning criminal convictions and offences. Both the Authority and An Garda Síochána are data controllers for any personal data processed in the exercise of their respective functions, including in the context of this agreement. This agreement outlines the agreed measures to ensure both parties comply with their responsibilities under data protection legislation.

In relation to the applicable data protection legislation for the processing concerned, data processed by An Garda Síochána for the purposes of the prevention, detection, investigation or prosecution of criminal offences, including the safeguarding against, and the prevention of, threats to public security; or, the execution of criminal penalties, is subject to Part 5 of the Data Protection Act 2018. Processing for other purposes not within the scope of law enforcement processing, including processing by the Authority in the performance of its inspection functions, is subject to the GDPR.

Article 6 of the GDPR outlines the general lawful basis that can apply to processing under the GDPR. The parties agree that for processing by the Authority in the performance of its inspection functions, Article 6(1)(e) is an applicable legal basis, with this basis and Article 6(1)(c) also applicable to the disclosure of personal data by An Garda Síochána in order to ensure compliance with section 9(2) of the Act in the exercise of An Garda Síochána statutory functions and to satisfy the specific requirements of section 133 of that Act as outlined above in respect of cooperation with the Authority.

With respect to any special category personal data which may be required to be disclosed to the Authority in the performance of its inspection functions, the parties agree that Article 9(2)(g) of the GDPR provides an applicable legal basis for the processing concerned as processing that is necessary for reasons of substantial public interest, on the basis of the above applicable provisions of the Act. Processing of special category personal data will only be carried out where necessary and proportionate to the aim pursued and on the basis of suitable and specific measures related to a given inspection, agreed between the parties to safeguard the fundamental rights and the interests of the data subject.

Processing of data concerning criminal convictions and offences (so called 'Article 10' data) is subject to additional protections when processed for purposes subject to the GDPR. The parties note the provisions of section 55 of the Data Protection Act 2018 provide basis under which Article 10 data may be processed for purposes subject to the GDPR, including where under the control of an official authority for purposes including the administration of justice (per section 55(2)(a)) or where permitted in regulations or otherwise authorised by the law of the state (per section 55(1)(b)(v)).

The requirements of the Data Sharing and Governance Act 2019 (DSGA), per sections 13(1) and 15(1) of that Act, apply to disclosures of personal data by a public body to another public body where there is no other enactment of law of the European Union in operation under which specific provision is made permitting or requiring such data sharing. The parties recognise that the DSGA does not apply to the processing of personal data by An Garda Síochána for law enforcement purposes, per the exclusions under section 12(1)(a) and (b) of that Act.

Furthermore, on the basis of the above specific provisions of the Act requiring that An Garda Síochána agree a written MOU governing the disclosure of any information required by the Authority in the performance of its inspection

functions, and the provisions of section 264 of the Act which provides for disclosures of personal data between relevant bodies (defined under that section as including the Authority and An Garda Síochána) where such disclosures are necessary and proportionate to the performance of their functions, the parties agree that the basis for data sharing with the Authority is not required to be based on the provisions of the DSGA.

### **13. Privilege**

In circumstances where An Garda Síochána asserts privilege (Legal Professional Privilege and/or Public Interest Privilege) as against the Authority or other third parties in respect of information sought by the Authority, An Garda Síochána will identify the relevant material as being subject to privilege and identify the nature of the privilege that is being invoked, in line with the provisions of Section 8 relating to escalation of concerns.

An Garda Síochána asserts that any process of inspection of any such privileged information to the Authority and/or other third parties does not constitute a waiver of privilege and that it may continue to claim privilege as appropriate.

### **14. Safeguarding of Information**

The Authority will take appropriate measures to safeguard information provided to it by An Garda Síochána. These will include:

- a) physical security at the premises of the Authority;
- b) software security on ICT systems holding information and data provided to the Authority; and
- c) procedures to protect information in the possession of a member of the Authority, a member of staff of the Authority or any person providing consultancy or other services to the Authority while remote working or in transit between An Garda Síochána and Authority premises.

Depending on the nature and/or sensitivity of information (including personal data) requested by the Authority, the parties may agree and document, as part of the suitable and specific safeguards for the inspection, additional measures to safeguard this information, including in respect of physical and cybersecurity requirements for access, storage and retention.

The Authority agrees that no transfers of personal data shared under this agreement will take place to a country outside of the European Economic Area.

#### **15. Non-disclosure of Information**

In accordance with sections 152 and 153 of the Act, a member of staff of the Authority or any person providing consultancy or other services to the Authority shall not disclose, in or outside the State, other than in accordance with that Act, any information obtained by the Authority or by such members or persons. A person who contravenes sections 152 or 153 of the Act is guilty of an offence and is liable to a fine or imprisonment. Section 145 of the Data Protection Act 2018 refers in respect of the offence of obtaining and disclosing personal data without the prior authority of the relevant data controller.

#### **16. Freedom of Information**

Records related to Inspections or inquiries cannot be released under FOI. Schedule 1 Part 1 (o) of the Freedom of Information Act 2014 (partially excluded agencies) is amended by section 292 of the Act to read “*Section 6 does not include reference to - (o) An tÚdarás Póilíneachta agus Sábháilteachta Pobail, insofar as it relates to records concerning an inspection (within the meaning of Part 4 of the Policing, Security and Community Safety Act 2024).*” This provides freedom of information exemption to information shared with the Authority for the purpose of an inspection.

The scope of this MOU pertains only to the conduct of inspections and requests for information related to inspections.

#### **17. Official Secrets Act**

A member of staff of the Authority or any person providing consultancy or other services to the Authority shall be subject to the provisions of the Official Secrets Act 1963 and will comply with all relevant sections of that act.

#### **18. Security Arrangements**

The Authority shall implement appropriate and adequate technical and organisational measures to safeguard the confidentiality, integrity and availability of the personal data and to guard against any unlawful access to or processing (including unauthorised disclosure, deterioration, alteration or disclosure) of personal data being processed, taking account of the nature of the personal data

concerned, the accessibility of the data, the nature, scope, context and purpose of the processing, any risks to the rights and freedoms of individuals arising from the processing concerned.

The Authority shall document the implementation of the technical and organisational measures in accordance with the requirements of the GDPR and the Data Protection Act 2018.

## **19. Rights of Data Subjects**

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

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

## **20. Data Breach**

The Authority shall in its capacity as Data Controller fulfil the obligations placed on Data Controllers by the GDPR and the Data Protection Act 2018 in respect of safeguarding the rights of data subjects and meeting any obligations of the Data Controller to inform the data subjects and the relevant Data Protection authorities.

Where a breach on the part of the Authority includes personal data provided by An Garda Síochána under this MOU they will, immediately, once the breach becomes known, inform An Garda Síochána, and, at a minimum, describe the nature of the personal data breach, the categories and numbers of data subjects affected and the categories and numbers of personal data records concerned; describe the cause or suspected cause if not known of the breach; describe the likely consequences of the personal data breach; describe the measure taken or proposed to be taken to address the personal data breach, and communicate the name and contact details of the relevant contact persons in order that An Garda Síochána can take immediate mitigating actions, if considered necessary.



The Authority shall cooperate with the Data Protection Commission and take such reasonable steps as are necessary to assist in the investigation, mitigation and remediation of any personal data breach involving personal data provided by An Garda Síochána under this MOU.

## **21. Retention and Deletion**

In accordance with Article 5(e) of the GDPR, the Authority undertakes that any personal data provided by An Garda Síochána under this MOU will only be kept in a form that permits identification of the individual for no longer than is necessary for the purposes for which it was processed. Personal data provided and any further personal data created arising from such disclosure under this Authority will only be retained having regard to the Authority's statutory, legal or regulatory requirements and in accordance with its data protection retention policies and procedures.

The Authority will securely delete personal data disclosed to it by An Garda Síochána, including any further personal data created arising from such disclosures under this MOU, once the retention of such personal data is no longer necessary for the purposes for which it was originally processed and in accordance with the Authority's data protection retention policies and procedures. When carrying out periodic reviews of the need for the retention of such personal data and before any decision is taken to securely delete personal data shared under this MOU, the Authority will have full regard to any statutory, legal or regulatory requirements to which it is subject.

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

This MOU will be published on the Authority website ([www.pcsaireland.ie](http://www.pcsaireland.ie)) and the An Garda Síochána website ([www.garda.ie](http://www.garda.ie)). This MOU will remain in force until a new one is entered into. This MOU will be reviewed after 12 months and thereafter may be reviewed at any stage upon request by either An Garda Síochána or the Authority and may be amended, subject to the mutual agreement of both parties within a specified timeframe.

The following general provisions apply for the duration of the MOU:

**Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed

upon by and between the parties to this MOU shall be incorporated by written instrument, and will become effective when executed and signed by all parties to this MOU.

**Disputes.** Any disagreement arising from the interpretation of this MOU will be referred to the Head of Oversight Delivery and the Assistant Commissioner, Governance and Accountability who will endeavour to resolve that disagreement.

**Entirety of Agreement.** This MOU, consisting of these pages, represents an integrated agreement between the parties.

**Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance

### **Signatories to the Memorandum of Understanding**

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**Helen Hall, Chief Executive of the PCSA**

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**Garda Commissioner J.A. Harris**



## 1. The Parties

This Memorandum of Understanding (MOU) is made on 26 June 2025 between the Policing and Community Safety Authority, 90 North King Street, Dublin 7, D07 N7CV ('the Authority') and An Garda Síochána, Phoenix Park, Dublin 8, D08 HN3X.

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The Authority is the independent statutory body established to oversee the performance of An Garda Síochána in relation to policing services.

Section 122(1) of the Act states that the objective of the Authority is to oversee and assess in an independent and transparent manner the performance by An Garda Síochána of its function relating to policing services. This is in order to support the effective provision and continuous improvement of such services for the benefit and safety of the public.

The function of An Garda Síochána is set out in section 9 of the Act. According to section 9(1), *"The function of An Garda Síochána is to provide policing services and security services, including vetting, for the State with the objective of—*

*(a) preserving peace and public order,*

*(b) protecting life and property,*

*(c) protecting and vindicating the human rights of each individual,*

- (d) protecting the security of the State,*
- (e) preventing crime,*
- (f) preventing harm to individuals, in particular individuals who are vulnerable or at risk,*
- (g) bringing criminals to justice, including by detecting and investigating crime,*
- (h) protecting and supporting victims of crime, and*
- (i) regulating and controlling road traffic and improving road safety.”*

Section 133 of the Act states that it is the duty of the Garda Commissioner to facilitate the performance by the Authority of its functions, and to achieve this *“The Garda Commissioner shall report to the Authority with regard to policing services in order to facilitate the performance by the Authority of its functions”*.

Section 133(2) states that this *“includes the duty to provide, on request by the Authority, any document or information relating to policing services in the power or control of An Garda Síochána.”*

The purpose of this MOU is to ensure that there is effective co-operation between An Garda Síochána and the Authority so that both organisations fulfil their respective statutory obligations. This agreement is an MOU and is not intended to create binding or legal obligations on either Party.

## **5. Powers of Inspectors of Policing Services**

The Authority may, in the furtherance of its objectives, carry out inspections in relation to such aspects of the operation and administration of An Garda Síochána relating to policing services as it considers appropriate (section 143).

Section 147 sets out the powers of inspectors of policing services authorised to carry out an inspection, as follows:

*“Where necessary or expedient for the purpose of carrying out an inspection, inspectors have the power to:*

- (a) enter a relevant location at any time to inspect any aspect of the administration or operation of An Garda Síochána in relation to the provision of policing services relevant to the inspection,*
- (b) require any member of garda personnel to—*

- (i) *provide any information that the inspector of policing services may reasonably require for the purposes of the inspection,*
  - (ii) *produce to him or her any documents in that person's power or control that the inspector of policing services may reasonably require for the purposes of the inspection, and*
  - (iii) *provide an explanation of any document made available pursuant to subparagraph (ii).*
- (c) *examine any document made available to him or her under paragraph (b) and taking copies of, or extracts from, such document or having the document made available in a form to facilitate removal from the location at which the document is made available,*
- (d) *take possession of any document made available to him or her under paragraph (b) that, in the opinion of the inspector of policing services is relevant to the inspection, and, for those purposes, remove it and retain it in his or her possession for a reasonable period,*
- (e) *require the personal details of any person in a relevant location where, in the opinion of the inspector of policing services, such information is relevant to the inspection, and*
- (f) *be assisted, when exercising a power under this section by such and so many members of staff of the Authority or persons under contract with or engaged by the Authority pursuant to section 132(1) as he or she considers appropriate."*

## **6. Purpose**

The purpose of the MOU, according to section 148(1), is to ensure that inspections:

- a) Are carried out in an efficient and effective manner;
- b) Do not adversely affect the performance by An Garda Síochána of its functions;
- c) Do not jeopardise criminal investigations or prosecutions; and
- d) Do not prejudice the safekeeping of a person in legal custody.

It further seeks to provide a framework in accordance with section 148 (2) of the Act for co-operation and communication between the parties in relation to the

conduct of inspections, including the manner in which the powers of an inspector of policing services under section 147 of the Act may be exercised.

In order to achieve this purpose, the Authority shall:

- a) Comply with the provisions of section 145 of the Act where an inspection is to be conducted jointly with one or more prescribed inspection bodies;
- b) Comply with the provisions of section 146 of the Act in relation to the publication of an inspection plan and the conduct of inspections in a manner which is proportionate, accountable, transparent and will ensure the integrity and objectivity of the findings;
- c) Only require the personal details of any person in a relevant location to be provided to an inspector of policing services where in the opinion of the latter such information is relevant to a specific inspection and in compliance with all data protection requirements and all other relevant legislative safeguards;
- d) Ensure the safe storage, access, use, retention and deletion of any information provided for the purpose of an inspection;
- e) Ensure that, when conducting visits, including unannounced visits, as part of an inspection, an inspector of policing services has available for production on demand a copy of their certificate of appointment and a form of personal identification;
- f) Ensure that the inspector of policing services shall notify the available person in charge of a relevant location as soon as they deem practicable following their entry for the purpose of carrying out an inspection;
- g) Not seek information that relates to the security of the State or would endanger the life or safety of any person who has given information in confidence to a public body in relation to the enforcement or administration of the law;
- h) Not adversely affect the performance by An Garda Síochána of its functions;
- i) Not prejudice the safekeeping of a person in legal custody or jeopardise any criminal investigation or prosecution; and

- j) Ensure that an inspector of policing services may be assisted in carrying out an inspection by any person or persons nominated by the Authority, as appropriate.

In order to achieve this purpose, An Garda Síochána shall:

- a) Comply with the relevant provisions of the Act in relation to facilitating the efficient and effective performance by the Authority of its functions;
- b) Identify a point of contact to facilitate liaison for inspections in an efficient and effective manner with the Authority;
- c) Provide any information or documents requested by the Authority immediately or as soon as practicable and in any event no later than 10 working days after the request is submitted. Where the nature of the request is such that compilation of information is likely to take longer than 10 working days, An Garda Síochána will inform the Authority in writing as soon as practicable and in any event, no later than 10 working days after the request is submitted and the parties will agree an achievable timeframe for completion;
- d) Provide any information or documents requested in electronic or other agreed format appropriate to the nature of the information;
- e) Provide to inspectors of policing services read only access to any An Garda Síochána ICT systems or database required for the purpose of an inspection;
- f) Provide any access or assistance required by inspectors of policing services, staff of the Authority or persons under contract with or engaged by the Authority; and
- g) Produce any information or documents in the power or control of a person employed or engaged in any way by An Garda Síochána that the inspector of policing services may reasonably require, and provide an explanation of any document or information made available.

## **7. Designation of liaison points**

An Garda Síochána designates Assistant Commissioner, Governance and Accountability, as the business owner within An Garda Síochána regarding inspections by the Authority.

The Authority designates the Head of Oversight Delivery as the business owner within the Authority regarding inspections by the Authority.

Assistant Commissioner, Governance and Accountability, and the Head of Oversight Delivery, in their respective roles, shall establish a dedicated liaison email address for communication of information requests and the effective and timely provision of information.

## **8. Conduct of Inspections**

### **Inspection Plan**

The Authority shall prepare an inspection plan and review it at such intervals as it considers appropriate. The plan will identify the priorities for inspections to be carried out, and information on how such inspections shall be carried out in a manner which is proportionate, accountable and transparent, and ensures the integrity and objectivity of the findings of such inspections.

The Authority shall, in preparing an inspection plan, consult such persons as it considers appropriate.

The Authority shall submit a copy of an inspection plan to the Minister and thereafter publish the inspection plan on its website.

In preparing preliminary inspection plans for Authority consideration, the the Head of Oversight Delivery may consult with the Assistant Commissioner, Governance and Accountability and other key counterparts in An Garda Síochána.

### **Scope and Terms of Inspection**

Where the Authority decides to carry out an inspection, the Authority shall:

- a) specify in writing the scope and terms of the inspection, and
- b) authorise in writing one or more inspectors of policing services to carry out the inspection.

As soon as practicable after specifying in writing the scope and terms of an inspection, the Authority shall give the Garda Commissioner a notice in writing of the inspection which shall include:

- a) a statement of the nature and particulars of the matters to be inspected,
- b) the scope and terms of the inspection,



- c) a copy of the authorisation in writing for one or more inspectors of policing services to carry out the inspection, and
- d) such other information as the Authority considers appropriate.

Upon receipt of this notice, a relevant and appropriate dedicated liaison contact officer for any matters relevant to the inspection will be appointed by An Garda Síochána and details of same notified to the Authority.

Where the Authority has given to the Commissioner a notice in writing of an inspection, the authorised inspector of policing services or the Head of Oversight Delivery may meet with the Assistant Commissioner, Governance and Accountability and discuss plans for the practical conduct of the inspection.

Based upon the scope and terms of the inspection, the parties will agree and document suitable and specific safeguards regarding planned or potential access to Garda systems, personal data and/or sensitive information, in line with the provisions of Sections 11, 12 and 14 of this MOU. Such safeguards will be agreed prior to commencement of inspection activity. These safeguards may be reviewed by the parties based on the evolving requirements of that inspection.

### **Unannounced Visits**

Where an inspection involves a need for unannounced visits to an operational business area or business areas, the intention to do so will be identified in the scope and terms of inspection, along with the anticipated time period within which the inspection fieldwork is to be conducted. Unannounced visits carried out as part of an inspection may vary from the planned approach outlined as part of the scope and terms for the inspection based on the evolving requirements of that inspection.

The authorised inspector of policing services, in the exercise of their powers as outlined above in Section 5, will implement safeguards to ensure unannounced visits as part of an inspection are carried out in an efficient and effective manner and do not adversely affect the performance by An Garda Síochána of its functions, prejudice the safekeeping of a person in legal custody or jeopardise any criminal investigation or prosecution.

### **Requests for information**

In respect of requests for information by the Authority related to inspections, such requests will be made in writing by or on behalf of the authorised inspector(s) for

that inspection to the liaison email address and copied to the Assistant Commissioner, Governance and Accountability. The Authority shall seek to ensure each request is clear and unambiguous in order to enable An Garda Síochána to determine the precise information being sought and the inspection to which the request refers to.

Information requested will be provided within 10 working days. Where the nature of the request is such that compilation of information is likely to take longer than 10 working days, An Garda Síochána will inform the Authority in writing as soon as practicable and in any event, no later than 10 working days after the request is submitted and the Assistant Commissioner, Governance and Accountability and the Head of Oversight Delivery will agree an achievable timeframe for completion.

In line with their powers as outlined above in Section 5, the authorised inspector of policing services may make a request for any information the inspector may reasonably require for the purposes of the inspection. Where the scope of a request is framed in such a way that to compile the information sought may potentially have significant operational and/or resource consequences for An Garda Síochána, the Assistant Commissioner, Governance and Accountability will engage with the Head of Oversight Delivery to discuss the request and seek resolution of the relevant issues.

Where a meeting with Garda personnel is required to enhance the Authority's understanding of an issue related to an inspection or a request for information, such meetings will be organised through the dedicated liaison contact officer within An Garda Síochána for that inspection.

Where access to a Garda information system is required as part of an inspection, such requests will be made in writing to the dedicated liaison contact officer within An Garda Síochána for that inspection and will be managed in line with Section 9 of this MOU on the basis of the agreed suitable and specific safeguards documented for that inspection.

### **Data protection**

Where an inspection involves requests for information that include or involve personal data or the processing of personal data and/or Special Category personal data, such requests will be managed in line with the agreed suitable and specific safeguards documented for the inspection. The request for information will outline

the necessity and proportionality of the request for personal data to be disclosed to the Authority in the context of the inspection.

### **Escalation of concerns regarding the conduct of inspections**

Where a member of Garda personnel has concerns that activity related to the conduct of an inspection may have the potential to:

- a) Adversely affect the performance of An Garda Síochána of its functions;
- b) Prejudice the safekeeping of a person in legal custody;
- c) Jeopardise any criminal investigation or prosecution;
- d) Impact on matters regarding the security of the State;
- e) Endanger the life or safety of a person;
- f) Impact on any ongoing disciplinary or misconduct process;
- g) Impact on an investigation of a Protected Disclosure;
- h) Impact on the conduct and management of any ongoing civil proceedings; or,
- i) Impact on the operation of Legal Professional Privilege or Public Interest Privilege

Such concerns will be raised with the dedicated liaison contact officer within An Garda Síochána for that inspection. Where the dedicated liaison contact officer identifies that the concern is relevant to one or more of the above criteria, the dedicated liaison contact officer will escalate the concern to the Assistant Commissioner, Governance and Accountability who will assess the validity of the concern, and where necessary will engage with the relevant lead inspector of policing services to further discuss the request and seek a resolution. Where the Assistant Commissioner, Governance and Accountability determines that on the basis of the concerns raised the inspection activity cannot be facilitated, the Assistant Commissioner, Governance and Accountability will provide the Authority with a timely explanation in writing as to the context and rationale for this determination based on one or more of the concerns listed a) – i) above. The Authority may escalate the matter to the Garda Commissioner for consideration.

### **9. Escalation procedures in the event of a refusal to provide information on the basis of matters outlined under Section 147(2) of the Act**

Where a member of Garda personnel has concerns with providing information related to an inspection on the basis that the information relates to the security of the State or would endanger the life or safety of any person who has given

information in confidence to a public body in relation to the enforcement or administration of the law, these concerns should be raised without delay with the dedicated liaison contact officer within An Garda Síochána for that inspection. The dedicated liaison contact officer will consider any such concerns and where relevant escalate the matter to the Assistant Commissioner, Governance and Accountability. Where a request cannot be facilitated based on these concerns the Assistant Commissioner, Governance and Accountability will notify the Authority of same in writing. Following such notification the Authority may escalate the matter in line within the provisions of section 143(4) and (5) and Section 243 of the Act.

## **10. Data Protection and Freedom of Information**

The parties will ensure that any disclosure of information under the terms of the Act and this MOU is carried out in a manner that is prompt, efficient, and proportionate and fully in compliance with the Act, the law, including the Data Protection Acts 1988 to 2018 and the EU General Data Protection Regulation, 2016/679 (GDPR), as applicable.

The Authority will ensure that each member of staff of the Authority and any person providing consultancy or other services to the Authority has received instruction on the statutory provisions on data protection and will comply fully with them.

Where and insofar as any information requested from An Garda Síochána under this MOU includes personal data, the Authority shall in its capacity as Data Controller be responsible for fulfilling the obligations placed on Data Controllers by the GDPR and the Data Protection Act 2018, as applicable.

The Authority and An Garda Síochána are committed to protecting the rights and privacy of all individuals in accordance with the GDPR as given further effect in Part 3 of the Data Protection Act 2018. Furthermore, the Authority undertakes to manage any personal data received from An Garda Síochána in accordance with the principles of the GDPR.

In doing so, both parties commit to complying with their obligations under the GDPR, the Data Protection Act 2018 and all relevant and applicable data protection legislation. Both parties subscribe to the principles relating to processing of personal data outlined in Article 5 of the GDPR and section 71(1) of

the Data Protection Act 2018, including, that processing is lawful and fair and is limited to what is necessary for the purpose for which the data is processed.

Where documents requested by the Authority contain third party data (e.g. names of members of the public), that is not necessary for the inspection, this personal data should be redacted in such a way that the document is still intelligible before it is provided to the Authority.

The parties shall keep confidential all personal data processed and shall take steps to ensure the data protection obligations of any employee, contractor or consultant who may have access to the personal data. The parties shall ensure that access to the personal data is limited to those individuals who are required to have access to the data in order to carry out their functions. The parties shall ensure that all such employees, contractors or consultants who have access to the personal data are subject to an undertaking of confidentiality or professional or statutory obligation of confidentiality.

This duty of confidentiality shall not apply where An Garda Síochána has expressly authorised the furnishing of such personal data to third parties or if there is an obligation under the law to make the information available to a third party.

## **11. Access to Garda ICT, Manual and Training Systems**

The Authority in the performance of its inspection function, may require read only access to a Garda information system for the purpose of carrying out an inspection. An Garda Síochána will facilitate monitored, read only access to an information system in order to enable the review of information held that is believed by the inspector of policing services to be relevant, necessary and proportionate to the inspection.

In accessing a Garda information system on a read only basis, a member of the Authority in the performance of its inspection function, will have particular regard to the legal obligations in the Act in relation to non-disclosure of information and their data protection obligations. In facilitating such access both parties will adopt appropriate measures to maintain and protect chain of evidence and ensure all access is recorded and logged, documented as part of the agreed suitable and specific safeguards documented for that inspection.

## **12. Requests involving Personal Data and Special Category Data**

Where it is necessary for the Authority in performance of its inspection function, to process personal data and/or Special Category Data, the processing of personal data will be limited to only what is believed by the inspector of policing services to be relevant, necessary and proportionate to their inspection in order to safeguard the fundamental rights and freedoms of data subjects. In the context of an inspection that requires the processing (access or disclosure) of personal data by the Authority, the parties will agree in a timely manner suitable and specific safeguards, documented as part of the scope and terms of inspection for the inspection, in order to safeguard the fundamental rights and freedoms of data subjects, and to ensure the inspection does not (1) adversely affect the performance by An Garda Síochána of its functions, (2) jeopardise criminal investigations or prosecutions or (3) prejudice the safekeeping of a person in legal custody. Such suitable and specific safeguards will be agreed and prescribed in the terms of reference for the inspection in addition to the general commitments by both parties detailed in this MOU.

In relation to any information requested by the Authority that is necessary for the performance of its inspection functions, the parties recognise that this may in certain contexts include personal data processed by An Garda Síochána in the performance of its functions, including special category, personal data and data concerning criminal convictions and offences. Both the Authority and An Garda Síochána are data controllers for any personal data processed in the exercise of their respective functions, including in the context of this agreement. This agreement outlines the agreed measures to ensure both parties comply with their responsibilities under data protection legislation.

In relation to the applicable data protection legislation for the processing concerned, data processed by An Garda Síochána for the purposes of the prevention, detection, investigation or prosecution of criminal offences, including the safeguarding against, and the prevention of, threats to public security; or, the execution of criminal penalties, is subject to Part 5 of the Data Protection Act 2018. Processing for other purposes not within the scope of law enforcement processing, including processing by the Authority in the performance of its inspection functions, is subject to the GDPR.

Article 6 of the GDPR outlines the general lawful basis that can apply to processing under the GDPR. The parties agree that for processing by the Authority in the performance of its inspection functions, Article 6(1)(e) is an applicable legal basis, with this basis and Article 6(1)(c) also applicable to the disclosure of personal data by An Garda Síochána in order to ensure compliance with section 9(2) of the Act in the exercise of An Garda Síochána statutory functions and to satisfy the specific requirements of section 133 of that Act as outlined above in respect of cooperation with the Authority.

With respect to any special category personal data which may be required to be disclosed to the Authority in the performance of its inspection functions, the parties agree that Article 9(2)(g) of the GDPR provides an applicable legal basis for the processing concerned as processing that is necessary for reasons of substantial public interest, on the basis of the above applicable provisions of the Act. Processing of special category personal data will only be carried out where necessary and proportionate to the aim pursued and on the basis of suitable and specific measures related to a given inspection, agreed between the parties to safeguard the fundamental rights and the interests of the data subject.

Processing of data concerning criminal convictions and offences (so called 'Article 10' data) is subject to additional protections when processed for purposes subject to the GDPR. The parties note the provisions of section 55 of the Data Protection Act 2018 provide basis under which Article 10 data may be processed for purposes subject to the GDPR, including where under the control of an official authority for purposes including the administration of justice (per section 55(2)(a)) or where permitted in regulations or otherwise authorised by the law of the state (per section 55(1)(b)(v)).

The requirements of the Data Sharing and Governance Act 2019 (DSGA), per sections 13(1) and 15(1) of that Act, apply to disclosures of personal data by a public body to another public body where there is no other enactment of law of the European Union in operation under which specific provision is made permitting or requiring such data sharing. The parties recognise that the DSGA does not apply to the processing of personal data by An Garda Síochána for law enforcement purposes, per the exclusions under section 12(1)(a) and (b) of that Act. Furthermore, on the basis of the above specific provisions of the Act requiring that An Garda Síochána agree a written MOU governing the disclosure of any information required by the Authority in the performance of its inspection

functions, and the provisions of section 264 of the Act which provides for disclosures of personal data between relevant bodies (defined under that section as including the Authority and An Garda Síochána) where such disclosures are necessary and proportionate to the performance of their functions, the parties agree that the basis for data sharing with the Authority is not required to be based on the provisions of the DSGA.

### **13. Privilege**

In circumstances where An Garda Síochána asserts privilege (Legal Professional Privilege and/or Public Interest Privilege) as against the Authority or other third parties in respect of information sought by the Authority, An Garda Síochána will identify the relevant material as being subject to privilege and identify the nature of the privilege that is being invoked, in line with the provisions of Section 8 relating to escalation of concerns.

An Garda Síochána asserts that any process of inspection of any such privileged information to the Authority and/or other third parties does not constitute a waiver of privilege and that it may continue to claim privilege as appropriate.

### **14. Safeguarding of Information**

The Authority will take appropriate measures to safeguard information provided to it by An Garda Síochána. These will include:

- a) physical security at the premises of the Authority;
- b) software security on ICT systems holding information and data provided to the Authority; and
- c) procedures to protect information in the possession of a member of the Authority, a member of staff of the Authority or any person providing consultancy or other services to the Authority while remote working or in transit between An Garda Síochána and Authority premises.

Depending on the nature and/or sensitivity of information (including personal data) requested by the Authority, the parties may agree and document, as part of the suitable and specific safeguards for the inspection, additional measures to safeguard this information, including in respect of physical and cybersecurity requirements for access, storage and retention.



The Authority agrees that no transfers of personal data shared under this agreement will take place to a country outside of the European Economic Area.

#### **15. Non-disclosure of Information**

In accordance with sections 152 and 153 of the Act, a member of staff of the Authority or any person providing consultancy or other services to the Authority shall not disclose, in or outside the State, other than in accordance with that Act, any information obtained by the Authority or by such members or persons. A person who contravenes sections 152 or 153 of the Act is guilty of an offence and is liable to a fine or imprisonment. Section 145 of the Data Protection Act 2018 refers in respect of the offence of obtaining and disclosing personal data without the prior authority of the relevant data controller.

#### **16. Freedom of Information**

Records related to Inspections or inquiries cannot be released under FOI. Schedule 1 Part 1 (o) of the Freedom of Information Act 2014 (partially excluded agencies) is amended by section 292 of the Act to read “*Section 6 does not include reference to - (o) An tÚdarás Póilíneachta agus Sábháilteachta Pobail, insofar as it relates to records concerning an inspection (within the meaning of Part 4 of the Policing, Security and Community Safety Act 2024).*” This provides freedom of information exemption to information shared with the Authority for the purpose of an inspection.

The scope of this MOU pertains only to the conduct of inspections and requests for information related to inspections.

#### **17. Official Secrets Act**

A member of staff of the Authority or any person providing consultancy or other services to the Authority shall be subject to the provisions of the Official Secrets Act 1963 and will comply with all relevant sections of that act.

#### **18. Security Arrangements**

The Authority shall implement appropriate and adequate technical and organisational measures to safeguard the confidentiality, integrity and availability of the personal data and to guard against any unlawful access to or processing (including unauthorised disclosure, deterioration, alteration or disclosure) of personal data being processed, taking account of the nature of the personal data

concerned, the accessibility of the data, the nature, scope, context and purpose of the processing, any risks to the rights and freedoms of individuals arising from the processing concerned.

The Authority shall document the implementation of the technical and organisational measures in accordance with the requirements of the GDPR and the Data Protection Act 2018.

## **19. Rights of Data Subjects**

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

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

## **20. Data Breach**

The Authority shall in its capacity as Data Controller fulfil the obligations placed on Data Controllers by the GDPR and the Data Protection Act 2018 in respect of safeguarding the rights of data subjects and meeting any obligations of the Data Controller to inform the data subjects and the relevant Data Protection authorities.

Where a breach on the part of the Authority includes personal data provided by An Garda Síochána under this MOU they will, immediately, once the breach becomes known, inform An Garda Síochána, and, at a minimum, describe the nature of the personal data breach, the categories and numbers of data subjects affected and the categories and numbers of personal data records concerned; describe the cause or suspected cause if not known of the breach; describe the likely consequences of the personal data breach; describe the measure taken or proposed to be taken to address the personal data breach, and communicate the name and contact details of the relevant contact persons in order that An Garda Síochána can take immediate mitigating actions, if considered necessary.

The Authority shall cooperate with the Data Protection Commission and take such reasonable steps as are necessary to assist in the investigation, mitigation and remediation of any personal data breach involving personal data provided by An Garda Síochána under this MOU.

## **21. Retention and Deletion**

In accordance with Article 5(e) of the GDPR, the Authority undertakes that any personal data provided by An Garda Síochána under this MOU will only be kept in a form that permits identification of the individual for no longer than is necessary for the purposes for which it was processed. Personal data provided and any further personal data created arising from such disclosure under this Authority will only be retained having regard to the Authority's statutory, legal or regulatory requirements and in accordance with its data protection retention policies and procedures.

The Authority will securely delete personal data disclosed to it by An Garda Síochána, including any further personal data created arising from such disclosures under this MOU, once the retention of such personal data is no longer necessary for the purposes for which it was originally processed and in accordance with the Authority's data protection retention policies and procedures. When carrying out periodic reviews of the need for the retention of such personal data and before any decision is taken to securely delete personal data shared under this MOU, the Authority will have full regard to any statutory, legal or regulatory requirements to which it is subject.

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

This MOU will be published on the Authority website ([www.pcsaireland.ie](http://www.pcsaireland.ie)) and the An Garda Síochána website ([www.garda.ie](http://www.garda.ie)). This MOU will remain in force until a new one is entered into. This MOU will be reviewed after 12 months and thereafter may be reviewed at any stage upon request by either An Garda Síochána or the Authority and may be amended, subject to the mutual agreement of both parties within a specified timeframe.

The following general provisions apply for the duration of the MOU:

**Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed

upon by and between the parties to this MOU shall be incorporated by written instrument, and will become effective when executed and signed by all parties to this MOU.

**Disputes.** Any disagreement arising from the interpretation of this MOU will be referred to the Head of Oversight Delivery and the Assistant Commissioner, Governance and Accountability who will endeavour to resolve that disagreement.

**Entirety of Agreement.** This MOU, consisting of these pages, represents an integrated agreement between the parties.

**Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance

### **Signatories to the Memorandum of Understanding**

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**Helen Hall, Chief Executive of the PCSA**

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**Garda Commissioner J.A. Harris**