

MEMORANDUM OF UNDERSTANDING

Between

**Inspectorate Division, Department of Education
Marlborough Street, Dublin 1.**

and

The Office of the Inspector of Prisons, Fitzwilliam Square West, Dublin 2.

THE PARTIES TO THE MEMORANDUM

A. The Office of the Inspector of Prisons (OIP) is the statutory, independent office with the responsibility for carrying out regular inspections of prisons in Ireland and for presenting a report on each institution inspected, as well as an annual report to the Minister for Justice.

B. The Inspectorate of the Department of Education is responsible, inter alia, for the evaluation of the quality and effectiveness of the provision of education in a range of early learning and care (ELC) settings, schools, and centres for education. Inspectors also provide advice on a range of educational issues to the communities working in and served by schools, centres for education, and other learning settings, to policy makers in the Department of Education (DE) and to the wider education system.

1. UNDERSTANDINGS

This Memorandum of Understanding (MOU) sets out how the Inspectorate of the Department of Education (DE) will support the work of the Office of the Inspector of Prisons (OIP) by evaluating the provision of education in prisons in Ireland under the Rehabilitation and Development focus area, and any other focus area that the OIP deems relevant, subject to the agreement of the DE Inspectorate, under the 2020 [Framework for the Inspection of Prisons in Ireland](#).

Both the Inspectorate of the DE and the OIP are fully committed to carrying out the actions outlined in this MOU. The commitments and actions set out in the document will be progressed in light of available resources.

The purposes of this Memorandum are:

- To clarify the roles and responsibilities of the two bodies regarding inspections under the relevant focus areas of *A Framework for the Inspections of Prisons in Ireland*, in the interest of maintaining high standards.
- To facilitate the appropriate exchange of (i.) personal data and (ii.) information¹ related to inspections between the OIP and the Inspectorate of the DE.
- To make provision for the sharing of expertise and experience between the two inspectorates.
- To set out principles for the involvement of the DE Inspectorate in prison inspections.
- To set out in the Appendix the *Data Processor Agreement*.

This MOU is a non-legally binding instrument aimed at defining the responsibilities of the parties and, therefore, is without prejudice to their respective institutional and legal responsibilities and functions.

¹ For definitions, see Section 2.

2. Definitions

This MOU sets out definitions as referred to herein on (i.) personal data, and (ii.) information.

(i.) Personal Data

In accordance with Article 4 (1) of the GDPR, personal data is defined as the following:

“personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.”

The MOU applies this definition when referring to “personal data”.

(ii.) Information

The term “information” relates to the sharing of any non-personally identifiable information. Information exchange between both parties to this agreement will include: figures, statistics, numerical data, knowledge and/or intelligence.

The MOU applies this definition when referring to “information”.

3. INSPECTION OF REHABILITATION AND DEVELOPMENT AND OTHER RELEVANT FOCUS AREAS

3.1 The role of The Inspectorate of Prisons

The OIP is a statutory, independent office established pursuant to [Part 5 of the Prisons Act 2007](#) (the 2007 Act). The key role assigned to the Inspector is to carry out regular inspections of the 12 prisons in Ireland, and to present reports on each institution inspected. The OIP is also required to prepare an Annual Report to the Minister for Justice and Equality for laying before the Houses of the Oireachtas and for publication.

All OIP inspections are human rights focused. The OIP will undertake a comprehensive and systematic programme of inspections of Ireland’s prisons, which is independent, transparent and prevention-focussed as set out in [A Framework for the Inspection of Prisons in Ireland](#) (see Section 1.1.2).

3.2 The role of the Department of Education Inspectorate

It is agreed that the DE Inspectorate will conduct evaluations in prison settings related to the provision of education under the Rehabilitation and Development focus area, and any other focus area that the OIP deems relevant, subject to the agreement of the DE Inspectorate, and in accordance with *A Framework for the Inspection of Prisons in Ireland*.

The DE Inspectorate will:

- Participate in the OIP’s annual programme of evaluation in prison settings, where required
- Conduct evaluations according to procedures described in the handbook DE Inspectorate’s *Guide to Inspection of Education, Training and Progression in Prison Settings* and the OIP’s *Internal Guide to*

Prison Inspections for Partner Inspectors, which were prepared and finalised following consultation between the Inspectorate of the DE and the OIP

- Make the necessary contributions to the OIP's report on the quality of practice and provision in prison schools. These contributions will take full account of the OIPs published *Framework for Inspection of prisons in Ireland*, be framed and evaluated against compliance with the law, international best practice and human rights standards.
- Assist the OIP in the factual verification process and response from the Irish Prison Service in relation to the DE sections of the report.

The functions of the DE Inspectorate are set out in [Section 13 of the Education Act 1998](#). The inspection arrangements, outlined in *A Guide to Inspection of Education, Training and Progression in Prison Settings*, are underpinned by the provisions of Section 13(3) (b) of the Education Act 1998.

4 INSPECTIONS IN PRISONS AS A CO-OPERATIVE ENTERPRISE

The OIP is committed to carrying out four types of evaluation in prisons; General Inspections, Thematic Inspections, Functional Inspections and Follow-Up Inspections. At the request of the OIP, the DE Inspectorate is committed to participation on teams in any of the types of OIP inspection that would benefit from their expertise. As such, the OIP may request DE Inspectorate's participation in any or each of the four types of evaluation. All evaluation work will be conducted in the spirit of co-professional activity. All DE inspection activities will be carried out in accordance with the *Code of Practice for the Inspectorate 2015*. All OIP inspection activities will be carried out in accordance with the *Code of Conduct: Staff Conducting Statutory Inspections, Investigations and Reviews 2021*.

Guiding principles:

1. A focus on education and training experiences for learners, supports in place for post-release education and training, and outcomes in these areas.
2. A commitment to human rights focused assessments and evaluations in the relevant area, (for example, the provision of education and training), and compliance with law, international human rights standards and best practice.
3. A commitment to engage with the relevant partners operating in the prison on the promotion of improvement in education, training and progression for learners.
4. Respectful engagement which acknowledges effective work, progress and achievement and, which promotes professional dialogue.
5. Accountability, so that both bodies evaluate in accordance with the published *Framework for the Inspections of Prisons in Ireland* and report objectively and fairly on the quality of provision using high quality, accurate data.
6. Full adherence by both inspectorates to the *Data Processor Agreement* set out in the appendix to this document.

Operational Principles of Working Together

The OIP and the DE Inspectorate will seek to ensure effective working together through the following:

- The OIP and the DE Inspectorate will respect each other's independent status and will co-operate when necessary and/or appropriate
- The OIP is the lead organisation with responsibility for the inspection of prisons. The DE Inspectorate will manage the education and training element of these inspections on behalf of, and under the direction of, the OIP and will submit material for the relevant section of the OIP reports. Any changes to this process will be agreed by the DE Inspectorate and the OIP.

- The OIP and the DE Inspectorate will work together to gather, record, analyse and triangulate, accurate evidence about the quality of education and training provision in a prison setting.
- The OIP and the DE Inspectorate will be open and transparent in their decisions about when and where it is considered appropriate for them to work together.
- The OIP will provide the DE Inspectorate with their anticipated inspection schedule in advance of the inspection (the situation with COVID-19 may require amendments to this schedule). The annual inspection schedule is subject to change and alternative OIP inspection activity may be arranged at short notice; the DE Inspectorate will try to accommodate any change in schedule and participate in inspections but the OIP recognises DE Inspectorate participation may not always be possible.
- In advance of any potential joint activity, the OIP and the DE Inspectorate will discuss and agree any support required to support the inspection process.

The interests of the prisoner and the public should remain paramount and where issues relate to the fitness to practice of purposeful activity and education provision professionals, this information should be referred to the employing body, as appropriate. Nothing in this MOU seeks to preclude the OIP or DE from taking action that is justifiable to safeguard prisoners and/or staff.

4.1 The inspection team

The inspection teams will comprise members of the OIP and DE inspectors as required. There will always be at least one member of the OIP on the inspection team.

4.2 The roles of the Department of Education Inspectorate members on the inspection team

DE Inspectors will conduct, with the other team members, such inspection activities as are described in the *Guide to Inspection of Education, Training and Progression in Prison Settings*. They will agree evaluative statements about the work of the setting using the descriptors, and apply and develop, relevant indicative measures as outlined in *A Framework for the Inspections of Prisons in Ireland* (see pp. 29-29).

One of the DE Inspectors will be designated as the Reporting Inspector. The Reporting Inspector will provide the agreed findings and recommendations to the OIP during the evaluation. The Reporting Inspector will have overall responsibility for managing the work of the DE inspection team members, and for leading the collaboration in relation to writing the relevant section of the report. No personal data is contained in the report.

As noted above, the work of DE inspectors is underpinned by *Education Act 1998*, this *Memorandum of Understanding*, and the *Code of Practice for the Inspectorate 2015*. If a concern about an aspect of the work of the DE Inspectors during an inspection arises, it should be addressed in line with the procedures set out in [Procedure for Review of Inspections on Schools and Teachers under Section 13\(9\) of the Education Act 1998](#).

DE Inspectors will be vetted and receive prison clearance prior to their involvement in any onsite prison inspection.

4.3 The roles of the Inspectors from the Office of the Inspector of Prisons

The OIP is the organisation with overall responsibility for the inspection of prisons in Ireland. The OIP will manage the inspection, from initial notification through to publication of the report on the Department of Justice website. The OIP will provide details of its inspection plan in a timely manner as to allow the DE Inspectors to incorporate the prison inspections into the broader Education inspection programme. The OIP will coordinate the deliberation process, which results in agreed findings and recommendations on all relevant focus areas outlined in *A Framework for Inspection of Prisons in Ireland*.

OIP Inspectors will have overall responsibility for the factual verification processes, the response from the Irish Prison Service to the report, and the publication of the report.

All members of the OIP team have been vetted and received clearance for undertaking prison inspections.

5. COSTS

The DE Inspectorate will incorporate the programme of inspection in prison settings within its annual inspection programme and will resource the activity as part of its normal business in so far as possible.

There will be no transfer of costs between the OIP and the DE Inspectorate; all travel and subsistence costs for DE Inspectorate Inspectors participating in inspections will be borne by the DE Inspectorate

6. Personal Data and Information Sharing

The types of information to be shared between parties to this agreement may include:

- Relevant, published information which could potentially impact upon the provision of education, and rehabilitation in prisons in Ireland
- Information on trends, initiatives and programmes that are of common interest to the shared objectives of both organisations
- Procedures and policies relating to the respective interests of the prison inspection

The personal data, including special category data, which the DE Inspectorate and the OIP shall process in accordance with the Memorandum of Understanding is data relating to prisoner identification numbers, ages, race/ethnicities and nationalities; and the names and email addresses of DOJ employees (IPS staff), teachers working in prisons and staff working in other services in prisons (*See, Appendix 1*).

Both organisations may receive information during inspection (e.g., the OIP will receive information from the Irish Prison Service, the DE Inspectorate may receive information from the Education & Training Board), however, there should be a willingness between both bodies to share and exchange relevant information. This information will be shared in such a way to protect the anonymity of individuals.

The OIP will provide to the DE inspection team information and personal data (as set out in the *Data Processor Agreement*) which is relevant to the evaluation being conducted. Information and personal data sharing between the two Inspectorates is a critical element of the evaluation process. Procedures setting out how relevant information and personal data is shared is outlined below. Appendix 1 provides more detail on personal data sharing as it applies to the on-site/engagement stage of inspection.

Pre-inspection (Section 6.1)

- The OIP may share information with the DE Inspectorate for the planning of inspection activities.
- The DE inspectors will share relevant information for the purpose of planning inspections.

During inspection (Section 6.2)

- The OIP may share information and personal data with the DE Inspectorate to facilitate them to informally interview special category prisoners about their learner experiences.

Post-inspection (Section 6.3)

- The OIP may share follow-up information requested from the prison with the DE Inspectorate for the purposes of analysis, advice, and the overall writing up of the findings for the inspection report.

6.1 Pre-Inspection Stage (Preparation)

The OIP will consult and agree with the DE Inspectorate to identify relevant information required to inform inspection activities. The OIP will finalise information requests, and submit these to the identified prison ahead

of and/or on an inspection. The OIP will request prison authorities to provide the relevant information with no personal identifiers. The OIP will obtain the required information from the relevant prison authorities, and where appropriate, share information with the DE Inspectorate.

An information pack is prepared ahead of inspection in order to support the work of the inspection team. The information pack, which will be tailored to the requirements of the DE Inspectorate, will be shared with relevant members of the DE Inspectorate ahead of inspection. No personal identifiable data will be included in the data pack.

Preparation - Data Specification: No personal data. The types of information the OIP may share with the DE Inspectorate prior to on-site inspection may include: number of prisoners partaking in various courses (QQI levels, Junior Certificate, Leaving Certificate, Open University); number of accredited certifications; school timetables; school curricula; and content of any modules/e-learning materials.

6.2 On-site Inspection (Engagement)

The OIP may request information and data from prison authorities on behalf of the Inspection Team during the on-site inspection. OIP Senior Inspectors alone, will have access to the Prisoner Information Management System (PIMS) while onsite.

Personal data and information that may be required by the DE Inspectorate for the purpose of inspection will be shared. For example, if the OIP and DE Inspectorate deem it appropriate to speak to a specific category of prisoner (e.g., Protection Prisoners, Life Sentenced Prisoners, Foreign National Prisoners) on their learning experiences, the OIP will request this personal data and coordinate with DE Inspectorate Inspectors to speak with these prisoners. Thus in this context, special category data may be shared with the DE Inspectorate.

In order to minimise and reduce risk regarding prisoner privacy, where possible, the OIP requests DE Inspectors to explain to prisoners the parameters of their work, for example, they cannot examine individual issues. However, if despite the explanation about parameters, the person makes a disclosure, the DE Inspector should write down the prisoner ID number for any potential follow-up required by an OIP Inspector on circumstances/issues raised.

The DE will not enter prisoner names in notebooks. In situations where it is necessary to note individual prisoners, DE Inspectors will use prisoner numbers *or* cell numbers and first initial. If, in an exceptional circumstance an individual prisoner name is written in a notebook, this (and the rationale for doing so) will be reported to the OIP prior to leaving the prison at the end of the day; the OIP will decide on the necessary redactions and maintain a record book related to these decisions, which will be readily available for review by the DE Inspectorate. All inspection notebooks will be securely stored on the OIP premises.

All Inspectors must be conscious of fully respecting the privacy of prisoners and staff both during and post-inspection, and be fully aware of their legal requirements as set out under the General Data Protection Regulation and the Data Protection Acts 1988- 2018.

Engagement - Data Specification: Types of personal data the OIP may share with the DE Inspectors may include: prisoner identification numbers, and data for the purposes of interviewing special category prisoners (e.g. race/ethnicity, age and nationality).

Engagement - Data Controller: Senior Inspector, OIP

6.3 Post-Onsite Inspection (Reporting/Monitoring)

The OIP may receive information requested from prison authorities following the on-site component of an inspection. Any necessary relevant information obtained to assess the provision of education and training will be shared with the DE Inspectorate for assessment to inform findings. Where necessary to inform report

writing, the OIP may prepare and share aggregate data with the DE Inspectorate. The OIP will not share personal data with the DE post-inspection.

The DE Inspectorate will be provided with their notes as transcribed by the OIP. The DE Inspectorate may attend the OIP offices to review the hard copy notebooks.

The OIP will lead the report writing of the inspection. The DE Inspectorate will submit their findings on the relevant aspect of the inspection (e.g. provision of education and training), based on the OIP's Framework focus area of Rehabilitation and Development, associated indicative measures, and compliance with relevant legislation, best practice and human rights standards.

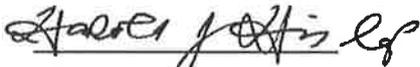
Reporting - Data Specification: No personal data to be shared following inspection. Types of information that the OIP may share based on information provided by the Irish Prison Service to the OIP may include: number of prisoners who attended school during on-site inspection visit; follow-up education materials; and relevant policies and procedures.

7. REVIEW AND CHANGES TO THE AGREEMENT

Until the joint model of evaluation is finalised, this MOU will be subject to an ongoing development process. This process will examine the effectiveness of the inspection and data and information exchange processes, the appropriateness of the use made of the information and personal data, and whether any amendments to this MOU are required, including in relation to IT security.

This MOU will be subject to a formal review every three years from the date of its signing or otherwise as requested by a party to this MOU. The content of this MOU will be reviewed to ensure that it remains relevant, fit for purpose and up to date. The Department of Education Inspectorate and Office of the Inspector of Prisons will formally review the operation of the agreement at the end of 2023.

Signed



Harold Hislop

Chief Inspector

On behalf of the Inspectorate
Department of Education



Mark Toland

Inspector of Prisons (Chief Inspector)

On behalf of the Inspector of Prisons

Date

16 March 2022

Date

15 March 2022

Appendix 1:

DATA PROCESSOR AGREEMENT

The **Office of the Inspector of Prisons** having its office at **Fitzwilliam Square West, Dublin 2**, hereafter referred to as **the Data Controller**

AND

The Inspectorate of the Department of Education, having its office at **Marlborough Street, Dublin 1**, hereafter referred to as **the Data Processor**.

HEREBY AGREE AS FOLLOWS:

1. This Data Processing Agreement applies to the processing of personal data subject to data protection laws.
2. "Data Protection Laws" means all applicable data protection and privacy laws, regulations and regulatory guidance relating to the processing of Personal Data under this Agreement including but not limited to the GDPR and the Data Protection Act 2018, together with any other applicable laws and regulations in any relevant jurisdiction, in each case as amended or replaced from time to time;
3. The Data Processor shall comply with all applicable requirements of the Data Protection Laws. Nothing this agreement shall relieve the Processor of the Processor's responsibilities and liabilities under the Governing law.
4. Definitions of Terms:
 - "GDPR" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
 - "Personal Data" has the meaning assigned to it by Article 4 of the GDPR.
 - "Controller" has the meaning assigned to it by Article 4 of the GDPR.
 - "Processor" has the meaning assigned to it by Article 4 of the GDPR.
 - "Data Subject" has the meaning assigned to it by Article 4 of the GDPR.
 - "Supervisory Authority" has the meaning assigned to it by Article 4 of the GDPR

5. Details on the categories of Personal Data, the categories of Data Subjects, and the nature and purposes for which the personal data are processed is provided in **Schedule A**.
6. The Data Processor shall, in relation to any Personal Data processed in connection with the performance by the Data Processor of its obligations under this Agreement:-
 - process that Personal Data only on the written instructions of the Data Controller;
 - ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Data Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. This includes the application of specific restrictions/additional safeguards where sensitive data is being processed.
 - ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained and any conditions set by the Data Controller are fulfilled.
7. Subject Access and Freedom of Information requests will be managed in accordance with the Data Controller's Policies and Procedures. The Data Processor shall promptly notify the Data Controller if it receives a Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Data Controller's obligations under the Data Protection Laws and provide full co-operation and assistance to the Data Controller in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data). In addition, the Processor will take appropriate measures to help the Controller respond to requests from individuals to exercise their rights.
8. The Data Processor shall immediately of becoming aware of a personal data breach report in writing to the Data Controller any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data. The Inspector involved in the breach will inform the Senior OIP inspector (as data controller) immediately. The OIP must be immediately notified of any data losses. These losses should be reported through the appropriate procedures from both bodies.

9. The Data Processor shall assist the Data Controller in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
10. The Data Processor shall at the written direction of the Data Controller, amend, delete or return Personal Data and copies thereof to the Data Controller on termination of this Agreement unless the Data Processor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Data Processor to store the Personal Data.
11. The Data Processor shall permit the Data Controller, the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Data Processor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Data Processor in any way for the provision of the Services. The Data Processor shall comply with all reasonable directions of the Data Controller arising out of any such inspection, audit or review.
12. The Data Processor shall fully comply with, and implement policies which are communicated or notified to the Data Processor by the Data Controller from time to time.
13. The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance and allow for inspections and contribute to any audits by the Data Controller or the Data Controller's designated auditor.
14. The Data Processor shall:-
 - take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - in such an event and if attributable to any default by the Data Processor, promptly restore the Personal Data at its own expense or, at the Data Controller's option, reimburse the Data Controller for any reasonable expenses it incurs in having the Personal Data restored by a third party.
 - The Data Controller does not consent to the Data Processor appointing any third party processor or sub-processor of Personal Data under this agreement

SCHEDULE A

1. SUBJECT MATTER OF PROCESSING:

- 1.1** Personal Data held by the Office of the Inspector of Prisons, the processing of which is necessary to enable the Inspectorate of the Department of Education to conduct evaluations in prison settings as set out in the Memorandum of Understanding between the parties. The personal data, including special category data, which the Processor shall process in accordance with the Memorandum of Understanding is data relating to (i) prisoner identification numbers, ages, race/ethnicities and nationalities, and (ii) the names and email addresses of DoJ employees (IPS staff), teachers working in prisons and staff working in other services in prisons.

2. NATURE OF PROCESSING

- 2.1** The OIP as data controller will have responsibility for the management and storage of all records arising from the evaluations conducted by DE inspectors in prison settings. In the course of the evaluations, DE Inspectors will handle and process data and records in accordance with the processes and procedures outlined in the OIP's *Internal Guide to Prison Inspections for Partner Inspectors* and the DE's *Internal Guide to Evaluation of Education, Training and Progression in Prison Settings*.

2.2 Data Sharing and Evaluation Activity

The OIP may request information and personal data from prison authorities on behalf of the Inspection Team during the on-site inspection. OIP Senior Inspectors alone, will also have access to the Prisoner Information Management System (PIMS) while onsite.

The OIP will share limited personal data with the DE Inspectorate for the purpose of inspection. For example, if the OIP and DE Inspectorate deem it appropriate to speak to a specific category of prisoner (e.g., Protection Prisoners, Life Sentenced Prisoners, Foreign National Prisoners) on their learning experiences, the OIP will request this information and coordinate with DE Inspectorate Inspectors to speak with these prisoners. In this context, limited special category data may be shared with the DE Inspectorate.

In order to minimise and reduce risk regarding prisoner privacy, where possible, the OIP requests DE Inspectors to explain to prisoners the parameters of their work, for example, they cannot examine individual issues. However, if despite the explanation about parameters, the person makes a disclosure, the DE Inspector should write down the prisoner identification number and location, for any potential follow-up required by an OIP Inspector on circumstances/issues raised.

The DE Inspectorate will not make note of prisoner names. In the event that names are written down in notebooks (this should be in exceptional circumstances), the OIP will decide on the necessary redactions post-

inspection and maintain a record book related to these decisions, which will be readily available for review by the DE Inspectorate. All inspection notebooks will be securely stored on the OIP premises.

All Inspectors must be conscious of fully respecting the privacy of prisoners and staff both during and post-inspection, and be fully aware of their legal requirements as set out under the General Data Protection Regulation and the Data Protection Acts 1988- 2018.

3. PURPOSE OF PROCESSING:

3.1 Purpose of data sharing between the OIP and DE Inspectorate

Based on the legal remits of both parties, the OIP deems the DE Inspectorate the appropriate body to work in partnership with, to contribute to the inspection of the provision of education in prisons in Ireland. The DE Inspectorate will contribute its expertise to the OIP's focus area of Rehabilitation and Development, and any other focus area that the OIP deems relevant. In this respect, it is important that both parties share and exchange relevant and necessary data to inform the joint inspection process.

The sharing of this data allows the OIP/DE Inspectorate to exchange and impart knowledge in their varying areas of expertise to inform the overall inspection findings.

Sharing of personal data will be limited between the two parties to this agreement, and will occur only during inspections ("engagement"). When on inspection, the OIP may share personal data with the DE Inspectorate in order to facilitate the DE Inspectorate to informally interview special category prisoners about their learner experiences.

4. DURATION OF THE PROCESSING:

The duration of this Data Processing Agreement will correspond to the duration of the Memorandum of Understanding between the parties in relation to inspections.

5. TYPES OF PERSONAL DATA:

Personal data shared between Inspectorates may include, during inspection, prisoner identification numbers and some special category data such as race/ethnicity, nationality and age. The sharing of personal data will only occur when necessary to support OIP/DE inspection functions.

Prison-level datasets (ie. OIP survey aggregate data points) provided to and analysis produced by OIP/DE for inspection may contain small numbers which means that individuals may be identifiable. In these instances, where the number of prisoners in a specific group is low, aggregate data will be shared in such a way that it is

unidentifiable. In addition, data will be anonymised where it is possible to do so. This is necessary to ensure accurate information is available to inspection teams as some prisons may have small numbers of prisoners. The data is used by inspection teams to understand the context of the prison and support professional dialogue.

The OIP will take measures to ensure all information requests made to the prison/Irish Prison Service, which do not require personal identifiers, are clearly identified to denote the information should not include personal data (i.e. total numbers of prisoners, not lists of prisoner names). In the event that the OIP is supplied with personal identifiable information by the Irish Prison Service in response to a general information request, this information will not be shared with the DE Inspectorate, and any sensitive/personal identifiable information will be redacted by the OIP, prior to any sharing of necessary and relevant information.

The OIP will ensure that personal data is supplied securely to all DE Inspectorate Inspectors. OIP Inspectors on inspection teams will be responsible for ensuring that information is securely stored (including redaction of individual information where applicable) or destroyed after use and a record of destruction retained.

Personal data will not be published (or made otherwise available) by the OIP/DE Inspectorate at a level which allows identification of an individual. This means that appropriate disclosure control should be undertaken with all outputs checked and adjusted if necessary to ensure that all information referring to less than five individuals or which enables this information to be derived, is removed. Unauthorised disclosure will be regarded as a breach of confidentiality and of this data processing agreement.

No personal data will be matched or linked by the DE Inspectorate.

Privacy notices covering the use of data are available on the OIP Privacy Notice, and Department of Education Privacy Notice.

6. CATEGORIES OF DATA SUBJECT

Prisoners in the prison which is the subject of the inspection, and staff working in the prisons.

7. ADDITIONAL INFORMATION

7.1 Legislation around the sharing of data

Office of the Inspector of Prisons

Under Section 31(1) (a) of the Prisons Act 2007, the Inspector of Prisons has the authority to enter at any time, any part, of any prison. The Inspector has the legal powers to collect data on prisoners in order to fulfil its inspection mandate. As outlined under Section 31(1) (b) of the Prisons Act 2007, the Inspector of Prisons has

powers to obtain any relevant documentation to complete the Office’s function and, may “request and obtain from the governor a copy of any books, records, other documents (including documents stored in non-legible form) or extracts therefore kept there.”

Inspectorate of the Department of Education

The Inspectorate of the Department of Education (DE) has the authority to inspect schools under the Education Act 1998. Under 13 (3) (a) (i) inspectors “shall visit recognised schools and centres for education on the initiative of the Inspectorate.” Under 13(b) of the Act, the function of the Inspector includes “to evaluate the quality and effectiveness of the provision of education in the State, including comparison with relevant international practice and standards, and to report thereon to the Minister.” Section 13 (7) of the Act further states: “An Inspector shall have all such powers as are necessary or expedient for the purpose of performing his or her functions and shall be accorded every reasonable facility and co-operation by the board and the staff of a school or education centre.”

7.2 Roles and responsibilities of each organisation

The parties to this agreement are outlined in the tables below:

Organisation	Office of the Inspector of Prisons
Data Controller	Designated OIP Senior Inspector
Head of Organisation	Mark Toland
Role	Inspector of Prisons (Chief Inspector)

Organisation	The Inspectorate, Department of Education
Data Processor	Designated Department of Education Inspectors
Head of Organisation	Harold Hislop
Role	Chief Inspector

The OIP and the DE Inspectorate agree to the following regarding data sharing:

- Have discussions on key priorities through formal (meetings) and informal (telephone, email) means in advance of joint inspections;
- Consult and agree the type of data to be obtained for the purpose of inspection, and by whom;
- Agree on any uses of data in advance. The OIP, as Data Controller, will decide on use, and the DE Inspectorate will process the data under instruction from the OIP;
- Judgements from the evaluation of evidence; and
- Not to use any data received for any other purpose than for inspection.

Any data obtained during the inspection process will not be linked to other datasets and, to do so would breach this agreement.

As the Data Controller, the OIP will make the final decision on information and data collated and used in the final report. No personal data will be included in inspection reports.

7.3 Appeal and Review of evaluations

There are occasions when full records of an evaluation carried out by DE inspectors are required. Circumstances, such as, a complaint made against a DE inspector, or an appeal or review of an evaluation, require a review of documentation and records associated with the evaluation. Therefore, in circumstances such as these, access to all required records and documentation will be provided to DE officials for review on OIP premises.

7.5 Information Storage and Security Measures

Specific restrictions/additional safeguards are applied where sensitive personal data is being processed. No personal data relating to inspection of education or training services will be retained by the DE Inspectorate.

Physical Security

All hard copy personal data obtained during the inspection process will be securely stored on the OIP premises. The building requires secure passes to enter the building. There are additional controls on access to the secure room where personal data is stored. A log is maintained by the OIP to permit verification of whether and by whom the personal data have been consulted, altered, disclosed or erased. Access to personal data will only be provided on a “need to know” basis, and within the parameters of staff personnel who undertook the inspection.

Electronic Security

Electronic personal data is stored on physically secure data servers on the OIP premises, to which access is restricted Senior OIP management. Only aggregate data (no personal identifiers) will either be provided as csv files, text files or through access to secure databases (i.e., aggregate survey data). Any personal data will be password protected. The building which hosts the servers is subject to access control, with security passes required to enter the building. There are additional controls on access to the secure rooms, which house the servers.

No third party will be permitted to access the data.