

<b>Report on</b>	Health and Safety Executive for Northern Ireland (HSENI) Data Sharing Agreement with Mid Ulster District Council
<b>Date of Meeting</b>	14 <sup>th</sup> March 2024
<b>Reporting Officer</b>	Kieran Gordon, Assistant Director Health, Leisure and Wellbeing
<b>Contact Officer</b>	Melanie Patterson, Environmental Health Service Manager

<b>Is this report restricted for confidential business?</b>  If 'Yes', confirm below the exempt information category relied upon	Yes	
	No	x

<b>1.0</b>	<b>Purpose of Report</b>
1.1	For Members to consider a Data Sharing Agreement between the Health and Safety Executive for Northern Ireland (HSENI) and Mid Ulster District Council.
<b>2.0</b>	<b>Background</b>
2.1	The Data Sharing Agreement between HSENI and Mid Ulster District Council is an agreement which governs the sharing of information between the two organisations and facilitates their respective statutory regulatory role.
2.2	The data sharing agreement covers the routine or recurring transfer and access to personal data, including sensitive personal data.
2.3	The following relevant laws are acknowledged as binding: <ul style="list-style-type: none"> <li>• The Data Protection Act 2018</li> <li>• The UK General Data Protection Regulation (UK GDPR)</li> <li>• The Freedom of Information Act 2000</li> <li>• The Environmental Information Regulations 2004</li> </ul>
2.4	The parties will also be bound by the mandatory minimum measures for handling personal data as laid out by the Cabinet Office in: <ul style="list-style-type: none"> <li>• Data Handling Procedures in Government.</li> <li>• Cross Government Action Mandatory Minimum Measures documentation.</li> </ul>
2.5	The parties have determined that it is fair, lawful and in the public interest to share this data.
<b>3.0</b>	<b>Main Report</b>
3.1	The purpose of the data sharing agreement set out in Appendix 1 is to acknowledge the sharing of information between the HSENI and Mid Ulster District Council which allows each to fulfil their statutory functions under certain Health and Safety legislation referred to below.

	<p><b>The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (Northern Ireland) 1997 (RIDDOR).</b></p> <p>3.2 The enforcing authority under RIDDOR is either the Health and Safety Executive for Northern Ireland (HSENI) or the local Council and all incidents, diseases and dangerous occurrences are allocated to the respective regulator by means of the ‘Main Activity’ consideration and the location of where the incident occurred (as set out in the Health and Safety (Enforcing Authority) Regulations (NI) 1999).</p> <p>3.3 Since 1 April 2013, all employers have had the option to report any work-related incidents to HSENI regardless of who the relevant enforcing authority is for the business (via the online Centralised Accident Reporting System). HSENI process all notifications onto its RIDDOR database and where necessary, forward on / allocate to the appropriate local Council to register and process in the normal way.</p> <p>3.4 In addition to RIDDOR, other reports / notifications may also be made to each regulatory party under the following areas:</p> <ul style="list-style-type: none"> <li>• Regulation 32 of the Electricity Safety, Quality and Continuity Regulations (Northern Ireland) 2012</li> <li>• Construction (Design and Management) Regulations (Northern Ireland) 2016 (CDM Regulations)</li> <li>• Regulation 9 of the Control of Asbestos Regulations 2012</li> <li>• Regulation 10 of the Lifting Operations and Lifting Equipment Regulations (NI) 1999</li> <li>• Notifications of defects in lifting equipment which poses a danger to persons</li> <li>• Complaints about unsafe work activities</li> </ul> <p>3.5 On occasions notifications and reports are incorrectly submitted to a local Council in the first instance, thus requiring transfer back to the HSENI as the correct enforcing authority or incorrectly submitted to the HSENI requiring transfer to the appropriate Council.</p> <p>3.6 If agreed, each party will be:</p> <ul style="list-style-type: none"> <li>• Be bound by the terms of this agreement;</li> <li>• Protect Crown Copyright and any intellectual property rights invested in the information provided;</li> <li>• Not exploit the information for commercial purposes;</li> <li>• Use the information only for the purposes stated;</li> <li>• Keep the data for no longer than is necessary;</li> <li>• Provide access to the minimum number of people for fulfilling the purpose;</li> <li>• Maintain a current list of those with access to the information;</li> </ul> <p>3.7 Each party to this agreement cannot pass on or disclose any of the information provided to them to any Third Party unless required to by law.</p>
<b>4.0</b>	<b>Other Considerations</b>
<b>4.1</b>	<b>Financial, Human Resources &amp; Risk Implications</b>
	Financial: N/A

	Human: No additional staff time required
	Risk Management: Considered in line with relevant council policies and procedures.
<b>4.2</b>	<b>Screening &amp; Impact Assessments</b>
	Equality & Good Relations Implications: N/A
	Rural Needs Implications: N/A
<b>5.0</b>	<b>Recommendation(s)</b>
5.1	It is recommended that Members agree the Data Sharing Agreement between Health and Safety Executive for Northern Ireland (HSENI) and Mid Ulster District Council as enclosed within the appendix.
<b>6.0</b>	<b>Documents Attached &amp; References</b>
6.1	Appendix A - Health and Safety Executive for Northern Ireland (HSENI) Data Sharing Agreement with Mid Ulster District Council