

Dated 1st July 2020

(1) **SPORT IRELAND**

- and -

(2) **PHARMACEUTICAL SOCIETY OF IRELAND**

MOU of Sport Ireland and the PSI

This Memorandum of Understanding is made on the 1st of July 2020

BETWEEN:

1. **Sport Ireland** having its head office at The Courtyard, Sport Ireland National Sports Campus, Snugborough Road Blanchardstown, Dublin 15, Ireland; and
2. The **Pharmaceutical Society of Ireland** having its head office at PSI House, 15-19 Fenian Street, Dublin 2, D02TD72.

Each a **Party** and together the **Parties**.

WHEREAS

- A. Sport Ireland was established by the Sport Ireland Act 2015 (the "**2015 Act**") and, as the national anti-doping organisation, acts to protect Ireland's sporting integrity.
- B. The Pharmaceutical Society of Ireland (the "**PSI**") was established by the Pharmacy Act 2007 (the "**2007 Act**"). The PSI is the regulatory body for pharmacists and pharmacies and is charged with regulating the practice and profession of pharmacy in Ireland in the public interest. The primary objective of the PSI is to protect the public by regulating the profession of pharmacy and to supervise compliance with the 2007 Act, related medicines legislation and instruments made under these Acts.
- C. Where either Party is in possession of information which may be relevant to the functions of the other party, that Party may, where appropriate and in accordance with the law and terms of this Memorandum of Understanding, share that information with the other Party.

1. Definitions

"**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**Process**", "**Processing**" and "**Special Category Data**" shall have the meanings set out in Data Protection Law.

Data Protection Law means all data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, without limitation as applicable:

- the Data Protection Acts 1988 to 2018 (as amended from time to time);
- Regulation (EU) 2016/679 (the "**GDPR**"); and
- any applicable guidance or codes of practice issued by the Article 29 Working Party, the European Data Protection Board or the Data Protection Commission from time to time (all as amended, updated or re-enacted from time to time).

Data Security Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Data.

MOU: this Memorandum of Understanding, including all schedules and appendices.

Relevant Purpose: means Sport Ireland's purpose of preserving the integrity of sport through the detection, prevention and elimination of doping in sport, including the application of sanctions in connection with such doping, on public interest grounds and for the benefit of sportspersons generally.

Shared Data: Personal Data shared between the Parties under this MOU, as further described in clauses 5.2-5.4.

The Minister: Refers to the Minister for Transport, Tourism and Sport and any successor minister in charge of any future ministerial department with responsibility for Sport Ireland.

WADA: Refers to the World Anti-Doping Agency.

2. Introduction

- 2.1. This MOU is intended to provide a framework to assist the joint working of the Parties to ensure maximum effectiveness and efficiency when carrying out their statutory functions. It outlines the basis of co-operation and collaboration and includes practical arrangements designed to ensure that the relationship is effective and meets each Party's aims and objectives, particularly when there are overlapping interests and responsibilities. It sets out some of the principles underpinning the interaction between the Parties and provides guidance on the exchange of information between them.
- 2.2. The Chief Executive Officer of Sport Ireland and the Registrar / Chief Officer of the PSI shall have responsibility for the implementation of this MOU.
- 2.3. Exchanges of data and information under this MoU shall be made strictly between those officials of Sport Ireland and of PSI holding the positions of *Director of Anti-Doping & Ethics* and *Head of Regulation*, respectively.

3. Purpose and Objectives

- 3.1. Sport Ireland and the PSI are engaged in the discharge of their respective functions in the public interest.
- 3.2. Sport Ireland is concerned with the investigation and prosecution of potential anti-doping rule violations by athletes or athlete support persons (e.g. doctors, coaches, physiotherapists etc.). In striving to make the fight against doping in sport as effective as possible, WADA and anti-doping organisations are moving to a more intelligence-based approach which targets those who supply and administer doping substances (rather than relying mainly on the testing of athletes). Accordingly, Sport Ireland must work with regulators of athlete support persons, to include entering into data sharing initiatives such as this MOU, to provide the necessary information to support such an intelligence-based approach.
- 3.3. The principal functions of the PSI, relevant to this MOU, are set out in the 2007 Act and may be summarised under the following headings:
 - 3.3.1. **Registration** | to maintain the Registers of Pharmacists, Pharmaceutical Assistants and Retail Pharmacy Businesses in Ireland as well as determining and applying the criteria of registration to each applicant pursuant to the 2007 Act and the statutory rules made thereunder.
 - 3.3.2. **Regulation** | to regulate the practise of pharmacy in Ireland with due regard to the need to protect, maintain and promote the health and safety of the public. This includes the publication of Codes of Conduct for pharmacists and overseeing the quality of pharmacy practise.

- 3.3.3. **Inspection and Enforcement** | to inspect pharmacies and conduct investigations under Part 7 of the 2007 Act to establish compliance with statutory requirements and to enforce pharmacy legislation and other statutory provisions in respect of the practise of pharmacy and the sale and supply of medicines in the State.
- 3.3.4. **Fitness to Practise** | to conduct inquiries to determine fitness to practise and process complaints relating to pharmacy practise and operation. This includes the referral of matters in reports of its authorised officers to any public body or authority exercising relevant or complementary functions.
- 3.3.5. **Standards of Pharmacy Practice:** to promote and support high standards of pharmacy practise and professionalism.

3.4. The initiative will serve to benefit individuals, society and the public interest by:

- 3.4.1. Preserving the integrity of sport through the detection, prevention and elimination of doping in sport;
- 3.4.2. Protecting athletes who compete in full compliance with the anti-doping rules;
- 3.4.3. Protecting the health and other interests of athletes by preventing or eliminating conduct which may be harmful;
- 3.4.4. Protecting the reputation of the practice of pharmacy by upholding the standards of profession and the expectations of the public; and
- 3.4.5. Protecting the wider public interest by ensuring that those who practise pharmacy, and/or are registered retail pharmacy businesses, conduct themselves in a competent and ethical manner and are thereby fit to practise.

4. Statutory Basis

- 4.1. Sport Ireland was established under the 2015 Act. It is the national anti-doping organisation for the State and performs the functions and obligations referred to in (a) the World Anti-Doping Code, (b) the UNESCO Anti-Doping Convention and (c) the Irish Anti-Doping Rules. Sport Ireland's powers and functions which are relevant to this MOU are set out in Schedule 1 Part A.
- 4.2. This MOU is an arrangement for the purpose of Section 43(2) of the 2015 Act. Pursuant to Section 42(4) of the 2015 Act, Sport Ireland is entitled for the Relevant Purpose to provide information (including Personal Data) to, and where the PSI has statutory scope to disclose such information to obtain information (including Personal Data) from, the PSI. The PSI is a public body that has been approved by the Minister for the purposes of section 42(4)(e) and the Minister also considers that such information exchange with the PSI as envisaged by this MOU is necessary, having regard to the Relevant Purpose as required by section 42(4)(e).
- 4.3. The PSI was established by the 2007 Act and its powers and functions which are relevant to this MOU are set out in paragraph 3.3 above. The PSI does not have an express statutory power to enter into this MOU. It is entering into the MOU having regard to its function to regulate the profession and practice of pharmacy in the State having regard to the need to protect, maintain and promote the health and safety of the public. Having regard to the aforementioned, the PSI will ensure that any exchange of

information with Sport Ireland is at all times carried out within the framework of the 2007 Act or any Rules or Regulations made thereunder.

5. Shared Data

- 5.1. The Parties agree to only process Shared Data, for the purposes set out in clause 3 and where permitted by their underlying statutory framework, and the Parties shall not process Shared Data in a way that is incompatible with such purposes (the **Agreed Purposes**). The Shared Data must not be irrelevant or excessive with regard to the Agreed Purposes.
- 5.2. Sport Ireland requires information that will assist in the detection, deterrence, enforcement or prevention of anti-doping rule violations. The information should relate to the commission of potential anti-doping rule violations. In the context of this MOU, the information which it is envisaged will be shared between the Parties may include but will not be limited to:
 - 5.2.1. Information or evidence in relation to a registered pharmacist / retail pharmacy business (and / or someone holding themselves out to be a registered pharmacist / retail pharmacy business) potentially supplying, dispensing and / or administering doping substances (and / or prohibited methods) to athletes, trafficking and / or otherwise potentially breaching the Rules or assisting athletes to do so; and
 - 5.2.2. Information or evidence in relation to prohibited association, whereby, under Article 2.10 of the Irish Anti-Doping Rules, Sport Ireland notifies athletes they cannot associate with doctors or others who have been subject to fitness to practise or criminal proceedings and athletes may have associated with such doctors or others.
- 5.3. The PSI requires information that will assist it in carrying out its statutory functions in relation to the registration of pharmacists and retail pharmacy businesses, investigations carried out under Part 7 of the 2007 Act, inquiries into the fitness to practise of pharmacists and retail pharmacy businesses under Part 6 of the 2007 Act, offences under the 2007 Act and related medicines legislation and the protection of the public in the context of the practice of pharmacy. In the context of this MOU, it is envisaged that the following types of information will be shared between the Parties:
 - 5.3.1. Information or evidence relevant to a complaint made against registered pharmacists with respect to allegations of poor professional performance, professional misconduct and / or any of the other grounds in Section 35 of the 2007 Act or any offences potentially committed by any person under the 2007 Act;
 - 5.3.2. Information or evidence relevant to a complaint made against retail pharmacy businesses with respect to allegations that the pharmacy owner or an employee or partner of the pharmacy owner has been convicted of an offence under, inter alia, the 2007 Act, regulations made under the 2007 Act, the Misuse of Drugs Acts 1977 to 2006, the Irish Medicines Board Acts 1995 and 2006 or any of the other grounds in Section 36 of the 2007 Act or any offences potentially committed by any person under the 2007 Act;
 - 5.3.3. Information or evidence relevant to an investigation carried out, or being carried out, by an authorised officer of the PSI under Part 7 of the 2007 Act.

- 5.3.4. Information or evidence which may affect the registration of or an application for registration by a pharmacist or retail pharmacy business; and
 - 5.3.5. Information or evidence in relation to a registered pharmacist whose registration is subject to conditions and any potential breach of those conditions.
- 5.4. The following types of Personal Data relating to criminal convictions and offences may be shared between the Parties pursuant to Section 55 of the Data Protection Act 2018 as being under the control of official authority, (i) data relating to the commission or alleged commission by an athlete, athlete support person¹ or other person of any offence and (ii) data relating to any proceedings for any offence committed or alleged to have been committed by an athlete, athlete support person or other person, the disposal of such proceedings or the sentence of any court in such proceedings.

6. Data Protection and Data Security Breach

- 6.1. Each Party shall comply with Data Protection Law as regards any Data Security Breach, in particular the Parties shall:
- 6.1.1. Share only the necessary amount of Shared Data;
 - 6.1.2. Put in place enhanced access controls and security requirements in relation to Shared Data and access to Shared Data should be limited to a small number of officials on a 'need to know' basis;
 - 6.1.3. Address any necessary restrictions on onward sharing of Shared Data with third parties;
 - 6.1.4. Put in place security measures with the aim of ensuring there is no Data Security Breach;
 - 6.1.5. Ensure that Shared Data is securely destroyed when no longer required; and
 - 6.1.6. Action any Data Security Breach in a timely manner and in accordance with Data Protection Law.
- 6.2. Each Party shall ensure that it processes the Shared Data in accordance with the principles relating to the processing of personal data set out in Article 5 of the GDPR, that it processes Shared Data on the basis of one or more of the legal grounds in Article 6 of the GDPR or Article 9 in the case of special categories of Personal Data, and to the extent applicable that it shall comply with the transparency requirements in Articles 12-14 of the GDPR.
- 6.3. Each Party is under an obligation to notify the other as soon as is reasonably possible in the event of a Data Security Breach and the Parties agree to co-operate and work together in response to such a Data Security Breach.

7. Sharing of Information

- 7.1. Where information comes to the attention of either Party in the course of its activities that it would consider to be of concern to the other Party, that Party shall, before sharing such information, consider

¹ Which, for the purposes of this MOU includes a registered pharmacist, druggist, pharmaceutical assistant and a person falsely representing themselves to be a registered pharmacist, druggist, pharmaceutical assistant.

whether the Purpose and Objectives as outlined in section 3 of this agreement could be achieved without sharing personal information or by anonymising it.

- 7.2. Each organisation will co-operate as far as possible to ensure that the relevant information is shared in a timely manner with the other organisation. However, while every endeavour will be made to facilitate such sharing of information, it is understood by both Parties that there may be occasions on which there may be legal or other impediments which prevent either body from informing the other.

8. Communication

- 8.1. The Parties shall endeavour to collaborate on external communications where appropriate.

9. Status of MOU and Governing Law

- 9.1. This MOU is not intended to be legally binding and no legal obligations or legal rights arise between the Parties from this MOU.
- 9.2. Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.
- 9.3. This MOU shall take effect upon the signature of both Parties and shall continue until such time as it is terminated or superseded by a revised document.
- 9.4. This MOU may be terminated upon written notification by one Party to the other with 28 days' notice.
- 9.5. The provisions in this MOU will be reviewed after three years from the date it was signed by the Parties, and any amendments made by agreement. The provisions in this MOU can be reviewed at any time at the request of either Party. Both Parties are committed to resolving any issues arising under this MOU by normal administrative means.

SCHEDULE 1 – POWERS AND FUNCTIONS

Part A - Sport Ireland's Powers and Functions

1. Sport Ireland makes and enforces the Irish Anti-Doping Rules to which athletes and athlete support persons are subject.
2. For the purpose of preserving the integrity of sport through the detection, prevention and elimination of doping in sport, including the application of sanctions in connection with such doping, on public interest grounds and for the benefit of sportspersons generally (the "**relevant purpose**"), Sport Ireland implements such measures as it considers appropriate for the delivery of a comprehensive, co-ordinated and effective response to doping in sport.
3. The principal functions of Sport Ireland include the following:
 - 3.1. to take such action as it considers appropriate, including testing, to combat doping in sport;
 - 3.2. to make and enforce the Irish Anti-Doping Rules,
 - 3.3. in its capacity as the national anti-doping organisation in the State, to direct the collection of samples, to manage the testing and test results of samples and attend hearings, as required,
 - 3.4. to facilitate, through the promulgation of guidelines and codes of practice, standards of good conduct, fair play and the elimination of doping in sport; and
 - 3.5. to plan, implement, evaluate and monitor education and information programmes for good conduct, fair play and the elimination of doping in sport.

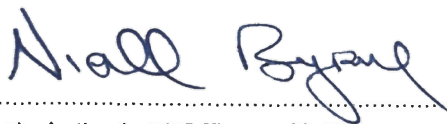
IN WITNESS whereof this MOU has been duly executed on the date shown at the beginning of this MOU.

Signed by a duly authorised representative of Sport Ireland



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Duly Authorised Officer – Name

Signed by duly authorised representative of PSI



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Duly Authorised Officer – Name