

An Garda Síochána

Memorandum of Understanding (MOU)



Memorandum of Understanding between An Garda Síochána and Alliance for Insurance Reform

Effective Date	XX XX 2022
Version No.	1.0
Approved by	Assistant Commissioner, Organised & Serious Crime
Policy Owner	Assistant Commissioner, Organised & Serious Crime

Purpose

The purpose of this MOU and associated protocol document is to set out the process for the reporting of suspected insurance fraud by the Alliance for Insurance Reform and other interested parties to the Garda National Economic Crime Bureau (GNECB).

Scope

This MOU and all associated documentation apply to members of An Garda Síochána and civilian staff. It also applies to Members from Alliance for Insurance Reform seconded to An Garda Síochána in accordance with Section 53, Garda Síochána Act 2005.

MOU Statement

The implementation and effectiveness of these guidelines will be monitored by the GNECB in consultation with stakeholders. This document is a living document and is subject to review initially on an annual basis.

GNECB has established the Insurance Fraud Coordination Office (IFCO), which will be the point of contact for all reports of suspected fraudulent insurance claims to An Garda Síochána as set out in this guideline. The IFCO will have a national remit, to receive and assess certain reports of insurance fraud as set out in this MOU, to determine if a criminal investigation is merited and to assign credible reports of insurance fraud for investigation as appropriate. The IFCO will act as the liaison between the GNECB and stakeholders in the insurance industry. A Detective Superintendent at GNECB will be responsible for the operation of the IFCO.

An Garda Síochána and the Alliance for Insurance Reform undertake to keep confidential all personal data so processed and shall take steps to ensure the data protection obligations and training of any employee 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 statutory functions. The Parties shall ensure that all such employees who have access to the personal data are subject to an undertaking of confidentiality or professional or statutory obligation of confidentiality.

Signatories to the Memorandum of Understanding and associated Protocol

[Member of An Garda Síochána]

[Member of Alliance for Insurance Reform]

Date: _____

Date: _____



General Provisions

- A. Amendments.** Either party may request changes to this MOU and its associated Protocol. Any changes, modifications, revisions or amendments to this MOU and its associated Protocol which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. Applicable Law and Governance.** The construction, interpretation and enforcement of this MOU and its associated Protocol shall be governed by the laws of the State. The courts of the State shall have jurisdiction over any action arising out of this MOU and over the parties concerned. The relevant Policies and Procedures within An Garda Síochána which relate to this MOU and its associated Protocol shall be adhered to at all times.
- C. Entirety of Agreement.** This MOU, consisting of two pages plus these provisions and its associated Protocol, represents an integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral regarding the headed matter.
- D. Severability.** Should any portion of this MOU and its associated Protocol 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.