



ombudsman
do leanaí
for children



**Health
Information
and Quality
Authority**
An tÚdarás Um Fhaisnéis
agus Cáilíocht Sláinte

Memorandum of Understanding

Health Information and Quality Authority
and
The Ombudsman for Children's Office

26th February 2026

1. The Parties

The **Health Information and Quality Authority**, having its head office at Unit 1301 City Gate, Mahon, Cork, Ireland.

And

The **Ombudsman for Children's Office**, having its office at Millennium House, 52-56 Great Strand Street, Dublin 1, Ireland.

2. Interpretation and Definitions

2.1 This Memorandum of Understanding means the clauses of and the appendices to this Memorandum of Understanding, all of which shall be read as one document.

2.2 In this Memorandum of Understanding, the following definitions shall apply:

- (i) "2007 Act" means the Health Act 2007 as amended from time to time;
- (ii) "2002 Act" means the Ombudsman for Children Act 2002 as amended from time to time;
- (iii) "Chief Inspector of Social Services" means the person appointed as Chief Inspector by HIQA pursuant to Section 40 of the Health Act 2007
- (iv) "Data Protection Law" means all applicable laws and regulations relating to the processing of personal data, including, in particular, the GDPR, the Data Protection Act 1988 , the Data Sharing and Governance Act 2019 and any statutory instruments, rules, orders or regulations made thereunder as from time to time amended, extended, re-enacted, replaced or consolidated (whether before or, after the date of this Agreement)
- (v) "HIQA" means the Health Information and Quality Authority and shall include the Chief Inspector of Social Services where relevant;
- (vi) "MOU" means this Memorandum of Understanding;
- (vii) "OCO" means the Office of Ombudsman for Children and the holder of the office; the Ombudsman for Children;

- (viii) "parties" means HIQA and the OCO and "party" means either of them;

3. Background

- 3.1 The parties wish to enter into this MOU to establish a framework for cooperation and information sharing in areas of mutual responsibility and shared interest which fall within their respective remits.
- 3.2 The parties agree that the MOU entered into between the parties on 24 October 2016 is hereby terminated and this MOU shall come into effect in accordance with clause 10 of this MOU.

4. Legislative Mandate

Statutory Role, Functions and Powers of HIQA

- 4.1 HIQA, having been established under the 2007 Act is an independent statutory body established to promote safety and quality in the provision of health and social care services for the benefit of the health and welfare of the public. HIQA's mandate to date extends across a wide range of public, private and voluntary sector services. Reporting to the Minister for Health and engaging with the Minister for Children, Equality, Disability, Integration and Youth, HIQA has responsibility for:
- (i) **Setting standards for health and social care services** – Developing person-centred standards and guidance, based on evidence and international best practice, for health and social care services in Ireland.
 - (ii) **Regulating social care services** - The Chief Inspector of Social Services within HIQA is responsible for registering and inspecting residential services for older people, people with a disability and children's special care units.
 - (iii) **Regulating health services** - Regulating medical exposures to ionising radiation.

- (iv) **Monitoring Services** – Monitoring the safety and quality of permanent international protection accommodation service centres, health services and children’s social services against the national standards. Where necessary, HIQA investigates serious concerns about the health and welfare of people who use health services and children’s social services.
- (v) **Health Technology Assessment** - Evaluating the clinical and cost-effectiveness of health programmes, policies, medicines, medical equipment, diagnostic and surgical techniques, health promotion and protection activities and providing advice to enable the best use of resources and the best outcomes for people who use our health service.
- (vi) **Health Information** – Advising on the efficient and secure collection and sharing of health information, setting standards, evaluating information resources and publishing information on the delivery and performance of Ireland’s health and social care services.
- (vii) **National Care Experience Programme** - Carrying out national service-user experience surveys across a range of health and social care services, with the Department of Health and the HSE.

4.2 In carrying out its functions, HIQA shall have regard to the need to co-operate with and co-ordinate its activities with public authorities, the performance of whose functions affect or relate to the functions of HIQA, other than those functions described in section 8(1)(c), (d) and (l) of the 2007 Act.

4.3 Under Section 38 of the 2007 Act, HIQA may, subject to any directions given by the Minister for Health under Section 29 of the 2007 Act, and on the terms and conditions HIQA sees fit to impose, give assistance to a body which performs or proposes to perform a function similar or ancillary to a function that HIQA may perform.

4.4 Section 8(3) of the 2007 Act provides that HIQA has all the powers as are necessary or expedient for the performance by it of its functions.

Statutory Role, Functions and Powers of the OCO

- 4.5 The Ombudsman for Children's Office is an independent statutory body which was established in 2004 under the Ombudsman for Children Act 2002. Under the 2002 Act, as amended, the OCO has two core statutory functions: to promote the rights and welfare of children up to 18 years of age and to investigate complaints about services provided to children by public organisations. The service is free and independent. It has statutory independence in fulfilling this mandate and it is directly accountable to the Oireachtas.

5. Purpose and Objectives

- 5.1 The purpose of this MOU is to provide a framework for co-operation and communication between the parties to ensure maximum effectiveness and efficiency when performing their respective statutory functions.
- 5.2 This MOU is intended to cover areas of common interest where cooperation by the parties will lead to improved health and social care services for the benefit of children using those services.
- 5.3 The objectives of this MOU are:
- a) to promote cooperation and consultation, where appropriate, on mutual areas of strategic and high level operational interest in order to promote a common understanding of the statutory responsibilities, working procedures and legal powers and constraints of each of the parties. This includes, where appropriate, the raising of awareness by the parties of the statutory role of the other party among service users or adults on their behalf and staff working in health and social care services;
 - b) to facilitate and provide the necessary safeguards for the sharing information, including personal data, where lawful and appropriate and within the parties' statutory remit, where one party believes that the information may be helpful and relevant to the work of the other with due regard to the statutory remit of the other party. Both parties will respect, maintain and adhere to all legal and legislative requirements.

6. Primary Areas of Cooperation

6.1 The parties agree to co-operate, in particular, in relation to the following matters (without limitation):

- (a) To consider, consult and/or collaborate on joint projects or initiatives, where appropriate and where it is within both parties' statutory remit.
- (b) Where appropriate, the parties agree to provide each other's contact details to members of the public, including users of health, international protection and social care services for children, to facilitate the making of complaints and to raise awareness of each party's statutory functions.
- (c) To promote consultation, where appropriate in relation to mandated government policy in so far as it relates to areas of mutual interest and responsibility for each party.
- (d) To promote sharing of knowledge, expertise and experience between the parties.
- (e) On the referral of information, where lawful and proportionate and appropriately redacted, where one party believes such information may fall within the remit of the other party; in this regard both parties will respect, maintain and adhere to all legal and legislative requirements.
- (f) Any other matter in respect of which the parties agree that their cooperation would be in keeping with the spirit of this MOU or desirable in the public interest.

7. Exchange of Information

7.1 The parties will ensure that any disclosure of information under the terms this MOU is carried out in a manner that is prompt, efficient, proportionate and fully in compliance with the law, including but not limited to Data Protection Law, the 2007 Act, the 2002 Act and the Protected Disclosures Act 2014 and any amendments to this legislation.

- 7.2 The parties will, where appropriate, anonymise and/or redact information, including personal data, before it is shared with the other party.
- 7.3 Any sharing of information or personal data undertaken between the parties will be appropriately documented and will be subject to strict access and security controls and will ensure secure disposal of shared data.
- 7.4 The parties may enter Data Sharing Agreement which will set out the legal basis for the sharing of personal data pursuant to this MOU. No personal data will be shared between the parties unless there is a lawful basis to do so, is necessary and proportionate and is in accordance with Data Protection Law.
- 7.5 The parties agree not to use any information or personal data disclosed under this MOU for any purpose other than the purpose of performing its statutory obligations.
- 7.6 Without prejudice to any obligations under the Freedom of Information Act 2014, the Data Protection Acts 1998- 2018, the Data Sharing Governance Act 2019 or any other statutory obligations that either party may have, the parties will not disclose any information received under the terms of this MOU to any third party without first obtaining the consent of the party that provided such information.

8. Liaison and Communication

- 8.1 The parties agree to meet once every calendar year and more regularly where necessary to review the effectiveness of this MOU and identify any issues that require to be addressed. Strategic, policy and operational meetings will be arranged as required and as agreed between designated contact persons.
- 8.2 All communication between the parties pursuant to this MOU will be carried out via the designated contact persons as set out in Appendix 1 of this MOU. This is in order to ensure that matters are handled at an appropriate level.

- 8.3 Upon signing of this MOU, each party will ensure that the identity and contact details (name, email and telephone number) of the designated contact person as set out in Appendix 1 of this MOU will be exchanged with the other party. In the event that there is a change in the identity of a designated contact person during the term of this MOU, the relevant party will inform the other party of same and will forward the identity and contact details of the appropriate designated contact.
- 8.4 Communication will be conducted between designated contact persons on a formal basis through scheduled meetings and informally as and when required.
- 8.5 Each party will, before publishing any materials, statements, reports or press releases on a joint partnership, project or initiative notify the other party in advance of the publication and provide sufficient detail to the other party on the proposed publication.
- 8.6 The parties agree to publish this MOU on their respective websites.

9. Miscellaneous Matters

9.1 Legal Status of MOU

Each party acknowledges that this MOU does not create any legally binding obligations of any nature on either party. This MOU reflects the intentions of the parties who will observe and give due respect to the agreed terms of the MOU.

9.2 Variation

Any provision of this MOU may be amended at any time by the mutual consent in writing of the parties via the respective signatories.

9.3 Finance

Save where otherwise agreed between the parties, each party to this MOU shall be solely responsible for the administration and expenditure of its own resources associated with activities conducted under this MOU.

9.4 **Effective date**

This MOU will come into effect upon the date of signature of both parties and will continue in effect until its termination.

9.5 **Formal Review**

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. This is in addition to the responsibilities of the parties as set out in clause 8.1 of this MOU.

9.6 **Termination**

Each party may at any time give written notice of termination of this MOU to the other party. This MOU will terminate three months after the date of receipt of the notice of termination. The termination of this MOU will not affect the confidentiality undertakings expressed by the parties in this MOU or any commitments given under, or as a consequence of, this MOU in respect of any arrangements or action taken during the period before the termination takes effect.

9.7 **Execution**

This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties consent to the execution of this MOU by means of a simple electronic signature which shall be considered as an original signature and shall have the same validity, enforceability and permissibility as the original signature for the purpose of this MOU.

9.8 **No Disclosure if prohibited**

This MOU does not operate to require either party to disclose information to the other party if the disclosure of that information by the party concerned is prohibited by law.

9.9 **Exceptional cases**

While it is intended that the arrangements in this MOU should apply generally, it is recognised that some circumstances will require special handling. Nothing in this MOU prevents the making of arrangements to meet specific exceptional circumstances.

9.10 **Disputes**

The designated contact persons agree to act in good faith and to resolve any dispute arising on foot of this MOU amicably. In the event, that the designated contact persons cannot resolve the matter, such disagreement will be referred to the Chief Executive Officer of HIQA and the Children's Ombudsman who will endeavour to resolve the matter.

IN WITNESS where of this **Memorandum of Understanding** has been entered into on the 26th February 2026.



Signed by Angela Fitzgerald

Signed by Niall Muldoon

Chief Executive Officer

Ombudsman for Children

Health Information and Quality

The Ombudsman for

Authority

Children's Office

Date: 26th February 2026

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Appendix 1 - Designated Contact Persons

Area of Liaison and Communication	HIQA	OCO
Regulation and Monitoring	Chief Inspector of Social Services Head of Programme(Children's Service) Deputy Chief Inspector of Social Services (Disability) Director of Healthcare Regulation Head of Programme (Healthcare) Head of Programme (International Protection Accommodation Services)	Director of Investigations
Health Information and Standards	Director of Health Information Head of Standards	Head of Policy Head of Policy
Data Protection	Data Protection Officer	Data Protection Officer
Freedom of Information	Freedom of Information Liaison Officer	Head of Policy