



## Memorandum of Understanding

### Between the Minister for Finance, the Credit Union Advisory Committee and the Registrar of Credit Unions

21 February 2024

This Memorandum of Understanding is between the Minister for Finance, the Registrar of Credit Unions within the Central Bank of Ireland and the Credit Union Advisory Committee.

#### 1. Definitions

- 1.1 For the purposes of this Memorandum of Understanding, the following definitions shall apply:

"Act" means the Credit Union Act, 1997 (No. 15 of 1997);

"Advisory Committee" means the Credit Union Advisory Committee as established under section 180 of the Act;

"Bank" means the Central Bank of Ireland;

"Central Bank Act" means the Central Bank Act, 1942 (No. 22 of 1942);

"Minister" means the Minister for Finance;

"Party" means the Minister and/or the Registrar, and/or the Advisory Committee and "Parties" shall be construed accordingly; and

"Registrar" means the person responsible for the exercise of the responsibilities and powers of the Registrar of Credit Unions pursuant to Section 33AA of the Central Bank Act.

## **2. Purpose of this Memorandum**

- 2.1 The purpose of this Memorandum of Understanding is to outline the Parties' intentions as regards how they will cooperate with each other in the context of assisting each other to deliver on their respective statutory functions in relation to credit unions.
- 2.2 The Parties also desire to enter into this Memorandum of Understanding in order to provide for the supply of information between them and to maintain controls on the uses of and the confidentiality of any information thus shared, taking account of the Parties' respective obligations.
- 2.3 This Memorandum of Understanding reflects the fact that while each of the Parties is independent of each other and each has a distinct function, they co-operate and communicate constructively with each other in order to assist in the effective carrying out of their respective functions. In this regard, it is intended that this Memorandum of Understanding will be implemented by all parties on a cooperative and constructive basis.
- 2.4 The Parties acknowledge that, notwithstanding the content of any provision of this Memorandum of Understanding, they may only disclose information in accordance with this Memorandum of Understanding if permitted or not prevented under any applicable laws. All expressions of co-operation, consultation, assistance and/or exchange of information shall be construed by reference to this paragraph.

## **3. Establishment of the Parties**

- 3.1 The Minister for Finance is responsible for leading the Department of Finance and for all financial and monetary matters of the State.
- 3.2 In accordance with section 33AA(1) of the Central Bank Act, the Registrar is responsible –
  - (a) As the delegate of the Bank, for managing the performance and exercise of the functions and powers of the Bank under the Act, and
  - (b) If management of the performance and exercise of the functions and powers of the Bank under any other Act or law are delegated to the Registrar, for managing the performance and exercise of those functions and powers.
- 3.3 The Advisory Committee was established pursuant to section 180 of the Act.

#### **4. Role of the Parties**

- 4.1 In accordance with section 84 of the Act the Registrar shall administer the system of regulation and supervision of credit unions provided for by or under the Act with a view to (a) the protection by each credit union of the funds of its members, and (b) the maintenance of the financial stability and well-being of credit unions generally.
- 4.2 In accordance with section 180(2) of the Act, the Advisory Committee advises the Minister and such persons as the Minister thinks fit in relation to:
- (a) the improvement of the management of credit unions;
  - (b) the protection of the interests of members and creditors of credit unions; and
  - (c) other matters relating to credit unions upon which the Minister, the Bank or such other persons as may be specified by the Minister may from time to time seek the advice of the Committee.

#### **5. General engagement**

- 5.1 The Advisory Committee and the Registrar will seek to engage with each other constructively and openly in the context of their respective statutory functions.
- 5.2 The Advisory Committee and the Registrar will respond to correspondence from each other in a timely manner. A response time will take account of the type and number of such correspondences in respect of which a response has been sought, the complexity of the matter or matters raised and the availability of resources having regard to other work priorities of the relevant Party.
- 5.3 Without prejudice to the Bank's Consultation Protocol for Credit Unions, the Registrar may seek the advice of the Advisory Committee from time to time on existing or proposed regulatory requirements for credit unions.

## **6. Meetings**

- 6.1 The Advisory Committee and the Registrar will endeavour to meet not less than twice a year to discuss matters of mutual interest with the time, place and agenda to be agreed between them in advance.
- 6.2 The Advisory Committee may meet with the Deputy Governor, Financial Regulation or the Director of Banking, Payments and Credit Union Supervision within the Bank, once a year.
- 6.3 The Advisory Committee may meet with the Governor every second year.
- 6.4 The Parties will ensure that should a Party reasonably request a meeting in relation to any matter relevant to the discharge of their respective statutory functions, the Party that receives the request will endeavour to facilitate such a request either at the time sought by the requesting party or at the earliest available opportunity thereafter.

## **7. Exchange of Information**

- 7.1 The Parties recognise that the exchange of information between them will contribute to the efficient and effective discharge of their respective statutory functions.
- 7.2 At its discretion, the Registrar may share data on the financial conditions of credit unions on an aggregated basis with the Advisory Committee, provided that individual credit unions are not identifiable on foot of the data. Insofar as is permitted by law, the Registrar may respond to any reasonable requests for data.
- 7.3 The Advisory Committee will only share data it receives as part of its ongoing work with the Registrar where permitted to do so.
- 7.4 The Advisory Committee will bring to the attention of the Registrar any issues that the Advisory Committee considers are likely to be of material significance for the Registrar in the performance of the Registrar's functions.
- 7.5 The exchange of information between the Parties is subject to the extent that they are permitted to do so by law and to the constraints outlined below.
- 7.6 The Parties recognise that the exchange of information between them will contribute to the efficient and effective discharge of their respective statutory functions in respect of credit unions. The Parties are equally conscious of the need for discretion and for the adoption of procedures that protect the following:
  - (a) the confidential nature of certain information; and

(b) the professional secrecy obligations of the Bank under section 33AK of the Central Bank Act and under EU law, to which this Memorandum of Understanding is subject.

- 7.7 Requests for information shall be made in writing (for the avoidance of doubt, "writing" includes electronic mail). In cases of urgency, requests for information may at first instance be made orally, and the responses given orally. The request and response should subsequently be confirmed in writing.
- 7.8 Where the requesting Party requests information from the other Party, the Requesting Party shall state in its request the purpose of the request and the proposed use by the requesting Party of the information.
- 7.9 Where one Party provides information to another Party (whether pursuant to a request or otherwise), the Party receiving such information shall use the information only for the purpose of the performance by it of any of its functions, and only as agreed with, or consented to, by the Party providing the information. Where the information has been provided pursuant to a request, if it has not already done so under paragraph 7.8, the Party receiving the information shall inform the Party which has provided the information of the purpose for the information request. Where information has been provided by a Party on its own initiative, the Party receiving the information will inform the providing Party of the purpose or purposes for which the information may potentially be used by the receiving Party.
- 7.10 Where one Party provides information to another Party (whether pursuant to a request or otherwise), the Party receiving such information shall use the information only for the purpose or purposes which it previously disclosed to the providing Party in accordance with Clause 7.9 above. The receiving Party may use the information for another purpose only with the prior written approval of the providing Party.
- 7.11 A Party shall not disclose to a third party non-public information received from the other Party (whether pursuant to a request or otherwise) except with the consent in writing of the Party that provided such information, or pursuant to a legally enforceable demand or obligation. A Party that is subject to such demand or obligation shall inform the other Party of the legal provision(s) that require such disclosure within a reasonable time of such Party becoming aware of such demand or obligation.
- 7.12 The Parties acknowledge their legal obligations under all applicable data protection legislation and shall ensure that any exchange of personal data pursuant to this Memorandum of Understanding complies with their obligations, in their respective capacities as data controller/data processor as applicable.
- 7.13 The Parties acknowledge that, notwithstanding any other provision of this Memorandum of Understanding, they may only disclose information in accordance with this Memorandum of

Understanding if permitted or required to do so, or not prevented from doing so, under any applicable laws.

7.14 Where the request may not be addressed in whole or in part, the responding Party will consider whether there are other forms of cooperation which could be provided to the requesting Party.

7.15 To facilitate cooperation under this Memorandum of Understanding, the Parties hereby designate contact points as set forth in Appendix A.

## **8. Consultation**

8.1 The Registrar will undertake effective consultation, as set out in the 2012 Consultation Protocol for Credit Unions, with the Advisory Committee as part of the public consultation process, and will consider any representations made to it by the Advisory Committee. Without prejudice to section 84A of the Act or to the Bank's Consultation Protocol for Credit Unions:

- (a) The Registrar may consult the Advisory Committee prior to public consultation where it considers the Advisory Committee may have insights on the matter and such engagement would be beneficial in the policy development process. Such pre-consultation is likely to occur only for policy matters where the Registrar is of the view that the Advisory Committee's input would provide significant added value;
- (b) The Advisory Committee may request pre-consultation on policy issues prior to public consultation. Such pre-consultation may take place at the Registrar's discretion; and
- (c) The Registrar may request additional input from the Advisory Committee during or after a public consultation period.

8.2 With reference to the consultation referred to in section 84A.(2) of the Act the Registrar will endeavour to provide a consultation period of six weeks to the Advisory Committee. The Registrar and the Advisory Committee recognise that certain circumstances may arise where it may be more appropriate and / or necessary to conclude the consultation referred to in section 84A.(2) of the Act in less than six weeks.

## **9. Planned activities**

- 9.1 The Bank's Strategic Plan and publicly available speeches by Bank officials, including the Registrar, outline the Bank's and Registrar's priorities at the time.
- 9.2 With the aim of keeping each other informed of planned activities and avoiding unnecessary duplication of activities, the Registrar will keep the Advisory Committee informed of planned upcoming public consultations in relation to regulations under the Act and the Advisory Committee will keep the Registrar informed of its upcoming work programme.

## **10. Section 32M of the Central Bank Act**

- 10.1 Section 32M of the Central Bank Act provides for a review of the Bank's performance of its regulatory functions at least every four years.
- 10.2 The Parties acknowledge that the Advisory Committee may be consulted by a relevant person or body carrying out a review of the Bank's performance of its regulatory functions.
- 10.3 If required by the reviewer, the Advisory Committee will meet with the reviewer in connection with such a review.

## **11. Accountability – Advisory Committee**

- 11.1 The Advisory Committee is accountable to the Minister and will update the Minister on a yearly basis on its assessment of the effectiveness of this Memorandum of Understanding.
- 11.2 The Advisory Committee will submit an annual report on the Advisory Committee's work to the Minister, for approval to publish it on the Department of Finance website.
- 11.3 The Advisory Committee will, when appropriate opportunities arise, report informally on the Advisory Committee's work to credit unions and credit union bodies.
- 11.4 The Advisory Committee does not carry out its activities on behalf of the Registrar, and does not seek to duplicate the work of credit union bodies.

## **12. Variation**

- 12.1 Where a Party proposes a variation of the Memorandum of Understanding that Party shall submit, in writing, to the other Parties the text of the proposed variation and the reasons thereof.
- 12.2 This Memorandum of Understanding may only be varied with the written consent of the Parties. No variation or amendment of this Memorandum of Understanding is effective unless it is agreed in writing between the Parties.

## **13. Review**

- 13.1 The Parties will continue to monitor the operation and performance of this Memorandum of Understanding and keep it under review and will consult with each other, when necessary, with a view to improving its operation and performance and resolving any matters arising in that regard.

## **14. Term and Termination**

- 14.1 This Memorandum of Understanding will commence on the latest of the three dates signed below and will continue for an initial term of three years. It shall thereafter continue for further successive periods of three years in the absence of agreement between the Parties to the contrary.
- 14.2 This Memorandum of Understanding can be terminated by any of the Parties by giving written notice to the other Parties.

## **15. Successor Authorities**

- 15.1 Where the relevant functions of a Party to this Memorandum of Understanding are transferred or assigned to another party, the terms of this Memorandum of Understanding shall apply to the successor or successors performing those relevant functions without the need for any further amendment to this Memorandum of Understanding or for the successor to become a signatory to the Memorandum of Understanding. This shall not affect the right of the successor and its counterparty to terminate the Memorandum of Understanding as provided hereunder if it wishes to do so.



## **16. Notification**

16.1 The Parties will inform each other about any significant amendments to their applicable law that may affect this Memorandum of Understanding.

## **17. Costs**

17.1 The Parties shall each bear their own costs and expenses incurred in respect of any activities undertaken in accordance with this Memorandum of Understanding.

## **18. Status**

18.1 For the avoidance of doubt, this Memorandum of Understanding is a statement of intent. It does not supersede domestic laws, create any legally binding obligations or confer any rights on the Parties.

18.2 This Memorandum of Understanding does not limit the Parties in any way in their fulfilment of their functions.

18.3 Nothing in this Memorandum of Understanding is intended to authorise the Parties to make or enter into any commitments for or on behalf of another Party.

## **19. Publication**

19.1 The Registrar shall, as soon as practicable, arrange for this Memorandum of Understanding (or any variation to it) to be published on the Central Bank website.

## **20. Other**

20.1 The Parties acknowledge that this Memorandum of Understanding applies to their engagement with each other regarding their respective statutory functions and that it does not apply in respect of any other engagement or interaction between the Parties, howsoever arising.

20.2 This Memorandum of Understanding shall not operate to make a Party (or any employee, officer or agent thereof) liable to any person in damages or otherwise for anything done or omitted for which such person would not otherwise be so liable.

20.3 This Memorandum of Understanding may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when agreed and delivered, shall constitute an original, all the counterparts together constituting the same Memorandum of Understanding.

Signatories to this Memorandum of Understanding

**Michael McGrath**

Minister for Finance



Date: 21/2/24.

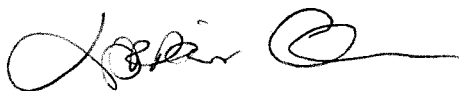
**Elaine Byrne**



Registrar of Credit Unions

Date: 21/2/24

**Lorraine Corcoran**



Chair of the Credit Union Advisory Committee

For and on behalf of the Credit Union Advisory Committee

Date: 21/02/2024.

**Appendix A**  
**Contact Points**

**Minister for Finance**

Name: Minister for Finance  
Address: Department of Finance  
Government Buildings, Upper Merrion Street  
Dublin 2. D02 R583  
Tel No: 01 676 7571  
E-mail address webmaster@finance.gov.ie

**Registrar of Credit Unions**

Name: Registry of Credit Unions  
Address: Central Bank of Ireland  
New Wapping Street  
North Wall Quay  
Dublin 1. D01 F7X3  
Tel No: 01 224 4206  
E-mail address rcu@centralbank.ie

**Credit Union Advisory Committee**

Name: Credit Union Advisory Committee  
Address: Department of Finance  
Block 1, Miesian Plaza  
50 – 58 Lower Baggot Street  
Dublin 2. D02 XW14  
Tel No: 01 604 5664  
E-mail address CreditUnions@finance.gov.ie