

Memorandum of Understanding between
the Veterinary Council of Ireland
and the Irish Horseracing Regulatory Board

1. Background

1.1 The **Veterinary Council of Ireland (“VCI”)**, established under the Veterinary Practice Act 2005 (as amended) and having its office at 53 Lansdowne Road, Ballsbridge, Dublin D04 NY29, and the **Irish Horseracing Regulatory Board CLG (“IHRB”)**, which is the Racing Regulatory Body as defined in the Irish Horseracing Industry Act 1994 (as amended by the Horse Racing Ireland Act 2016) and having its offices at The Curragh, Co Kildare R56 Y668, wish to establish a framework for cooperation and information sharing about those elements of veterinary services, horseracing integrity and equine welfare which fall within their respective remits.

1.2 The principal function of the **Veterinary Council of Ireland** is to regulate and manage the practice of veterinary medicine and veterinary nursing in the State in the public interest and to promote and ensure high standards of professional conduct and professional education, training and competence amongst registered veterinary practitioners and veterinary nurses. The VCI maintains the Registers of Veterinary Practitioners, Veterinary Nurses and Certificates of Suitability, and examines and/or investigates complaints against veterinary practitioners and veterinary nurses. The VCI also sets the standards for veterinary education in Ireland and oversees the continuing veterinary education of registrants which is mandatory for renewing a Licence to Practise each year.

1.3 The **Irish Horseracing Regulatory Board CLG** is solely and independently responsible for the making and enforcing of the Rules of Racing, licensing racecourses and all participants in racing, providing adequate integrity services to horseracing and employing, monitoring and controlling the activities of on-course horseracing officials. The mission of the IHRB is to ensure that the reputation of Irish Horse Racing and confidence in the sport are protected by robust and transparent regulatory practices, implemented with integrity, by a professional and progressive team.

1.4 While operating separate and distinct mandates, the two organisations act in the public interest to ensure that -

- a) animal health and welfare are protected at all times;
- b) appropriate standards and procedures are in place and are constantly reviewed, monitored, improved and correctly implemented;
- c) equine veterinary practitioners operate to the highest standards;
- d) the potential for risk or harm to horses involved in horseracing is minimised;
- e) where mistakes are made, lessons are learned; and
- f) where appropriate, information is shared effectively in the best interests of the public, equine welfare and the integrity of horseracing in Ireland.

2. The Purpose of the Memorandum

2.1 This Memorandum of Understanding (MoU) is intended to assist and support both the Veterinary Council of Ireland and the Irish Horseracing Regulatory Board in performing their individual regulatory functions and to maximise efficiency and effectiveness.

- 2.2 Consistent with the overall objectives set out in this MoU, this agreement is designed:
- a) to promote cooperation between the two organisations in areas of strategic and high-level operational interest;
 - b) to facilitate co-operation on cross referral of concerns where one organisation believes it falls within the remit of the other;
 - c) to work together to promote knowledge and understanding of all matters concerning the safe and appropriate use of medicines in horses; and
 - d) to collaborate on communication and information sharing activities.

- 2.2 This MoU represents the understanding reached by the VCI and the IHRB that:
- a) both signatories have jurisdiction over different areas of public interest matters. This MoU is intended to cover areas of common interest or where co-operation will lead to better informed regulation and/or enhanced quality of veterinary practice; and
 - b) both signatories/organisations may, in particular circumstances, limit the scope of disclosure of information only if the disclosure is contrary to the public interest or would be in breach of or inconsistent with statutory obligations or requirements or other obligations and requirements imposed by law.

3. Areas of Co-Operation

- 3.1 Consistent with the overall objectives and purpose of the MoU, the following specific actions will be undertaken or considered by the two organisations:
- a) Where the IHRB receives a complaint or specific information which it might reasonably consider could give rise to a complaint, it will, with the consent of the complainant, forward the complaint and/or relevant information to the VCI or, where consent is not granted, will direct the complainant to the VCI.
 - b) If, during the course of an inspection or investigation or otherwise, the IHRB receives or becomes aware of information or intelligence that may be of interest or concern to the VCI, it will transfer the relevant information to the VCI.
 - c) If, following investigation of a complaint or otherwise, the VCI receives or becomes aware of information that may be of relevance to the IHRB, it will transfer such information to the IHRB, as appropriate.
 - d) Joint training initiatives for staff of each organisation or joint initiatives such as projects, research and/or presentations to relevant stakeholders on improving the quality and safety of veterinary care and/or the welfare of Thoroughbreds will be considered.
 - e) Formal arrangements may be put in place, where practicable, for the sharing of investigation reports, complaint data and statistical information or other relevant information produced by each office in the interests of improving equine welfare.

4. Confidentiality

- 4.1 Nothing in this MoU requires either party to this agreement to release confidential information except in accordance with law.
- 4.2 Unless otherwise required by law, the parties will not disclose any information received from the other under this MoU, except with the written consent of the other party. If disclosure is required by law, each party will take all reasonable measures to ensure that the information received from the

other will be disclosed in a manner that protects the information from any disclosure that is not required or authorised by law.

4.3 Unless otherwise required by law, neither party will use the information disclosed to it under this MoU for any other purpose than the performance of its regulatory activities or statutory functions.

4.4 Before transferring any information, each party will satisfy itself that any such transfer is not in breach of its own legislative provisions regarding confidentiality and/or secrecy, or in breach of any other relevant statutory provisions. Both parties shall also have regard to protecting the source of the information (as may be necessary) and the best interests of equine safety and welfare.

4.5 Each party will respect the confidentiality and/or secrecy of information exchanged under this MoU and which has been obtained under the statutory powers of the other party.

5. Consultation and Liaison between the Offices

5.1 Senior officials from the two organisations shall meet at least once annually to discuss issues arising from the operation of this MoU.

5.2 Officials from the two organisations will meet from time to time, possibly twice yearly or as necessary at the request of either, to discuss trends, individual case-related issues or other operational matters.

5.3 Each organisation will nominate two liaison persons at an appropriate grade in their respective organisations to operate and monitor the cooperative arrangements entered into under the MoU.

6. Financial Arrangements

6.1 Each Participant/Party will be solely responsible for the administration and expenditure of its own resources associated with activities conducted under this MoU.

7. Variation

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

8. Operative Date and Review

8.1 The provisions of this MoU will take effect from the date of signing.

8.2 The MoU will be reviewed by the two organisations after 12 months or otherwise as requested by either party.

9. Agency Contact

9.1 The liaison officers responsible for the administration of this MoU are –

- a) for the Veterinary Council: the Registrar / Chief Executive Officer and Head of Legal.

b) for the Irish Horseracing Regulatory Board: the Chief Executive Officer and Chief Veterinary Officer.

10. Termination

10.1 Either Participant may, at any time, give written notice of termination to the other Participant. This MoU (excepting clause 4 Re Confidentiality) will terminate six months after the date of receipt of the notice of termination.

10.2 The termination of this MOU will not affect the confidentiality undertakings expressed by the Participants in this MoU and any commitments given under or as a consequence of this MoU in respect of any arrangement or action taken during the period before the termination takes effect.

Signed on the 7th day of February 2023

On behalf of Veterinary Council of Ireland

On behalf of Irish Horseracing Regulatory Board

Signed: 

Signed: 

Name: VIVIENNE DUGGAN

Name: DARRAGH O'LOUGHLIN

Position: PRESIDENT

Position: CHIEF EXECUTIVE OFFICER

Date: 7-02-2023

Date: 07 FEB 2023