

**Subject to Contract
Contract Denied**

MEMORANDUM OF AGREEMENT

BETWEEN

THE MINISTER FOR JUSTICE AND EQUALITY

AND

[CONTRACTOR]

FOR

**THE PROVISION OF SELF-CATERING ACCOMMODATION AND
OTHER SERVICES FOR RESIDENTS AT
[PREMISES]**

**FOR THE PERIOD
FROM [START DATE] TO [FINISH DATE]**

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Signatures

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MEMORANDUM OF AGREEMENT MADE THE _____ DAY OF _____ 2014
BETWEEN [CONTRACTOR] (hereinafter called "the Contractor") OWNER OF THE
PREMISES KNOWN AS [PREMISES] (hereinafter called "the Centre") SITUATED AT
[PREMISES], of the one part and THE MINISTER FOR JUSTICE AND EQUALITY having
his/her principal office in the State at St. Stephen's Green in the city of Dublin (hereinafter
called "the Minister") of the other part.

Whereas:

1. The Contractor is the owner of the Centre situate at [PREMISES].
2. The Minister has adopted a programme for the provision of accommodation to asylum seekers within the State and has allocated this task to the Reception and Integration Agency (hereinafter called "The Agency").

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

The Contractor hereby agrees to provide self-catering residential accommodation and other services hereinafter described which said self-catering residential accommodation and other services shall be to a standard which is reasonable having regard to the daily needs of Asylum Seekers / Refugees.

The term of this Agreement, which shall supercede and replace all previous Agreements between the Parties, shall be [TERM] and such term shall commence on [START DATE] and shall finish on [FINISH DATE]. Nothing in this Agreement shall be taken to commit either party to any renewal of this Agreement.

1.0 RECEPTION

- 1.1 The Contractor shall accept for self-catering accommodation and the provision of other services any person whom the Agency refers to the Centre. Notification of any placement shall include details of previous direct provision accommodation, if any.
- 1.2. The commencement date for placing Asylum Seekers at the Centre shall be determined by the Agency having regard to overall accommodation requirements and this may necessitate placement on an agreed phased basis over a period of time until the agreed maximum capacity is reached. Payment under Paragraph 8.2 will reflect any such phasing arrangement.
- 1.3 It shall be the responsibility of the Contractor to endeavour to ensure maximisation of capacity in each accommodation unit at all times. This may require the transfer of residents to alternative bedrooms within the Centre.
- 1.4 The Contractor, shall to the best of his/her ability, record the name and Temporary Residence Certificate reference number of each resident in the official register of **Asylum Seekers / Refugees** on his/her arrival at the Centre and thereafter on a daily basis - see format at **Appendix I**. The register shall be available for inspection, at all times, by any officer designated by the Minister. In addition, the Contractor shall forward to the Agency by fax/e-mail, before 10.00 pm each Sunday a copy of the updated register, including arrivals, departures, vacancies and reconciliation sheets. This information must be presented in the agreed format, either (i) computer generated and e-mailed to riaregisters@justice.ie or (ii) typed and faxed to **The Reception & Integration Agency at the fax number shown on the bottom of the form.**
- 1.5 It shall be the responsibility of the Contractor to contact the relevant Community Welfare Officer (CWO) to enable the CWO to ensure that all new arrivals receive any statutory entitlements to which they are entitled.
- 1.6 Where a resident informs the Contractor that s/he is vacating the accommodation the contractor shall inform the relevant CWO and fax/e-mail details to the Agency.
- 1.7 The Contractor will be advised by the Agency of all current fax numbers and e-mail addresses for the purposes of this Clause.

2.0 SELF-CATERING ACCOMMODATION CENTRE HOUSE RULES AND PROCEDURES

- 2.1 The Self-catering Accommodation Centre Services, Rules and Procedures are as set out in the Agency's booklet dated **2015** (or any amended version thereof).
- 2.2 The Contractor will operate a strict code of practice appropriate to the services being provided for staff employed in the reception and care of residents, as set out in the Agency's Code of Practice dated **29 September 2005** (or any amended version thereof).
- 2.3 The Contractor will ensure that a child protection policy is in place, that all staff are aware of this policy and that it is adhered to.

3.0 ACCOMMODATION

- 3.1 The Contractor agrees that the Centre shall be reserved entirely for the provision of self-catering accommodation and other services for Asylum Seekers / Refugees.
- 3.2 The Contractor may not assign or sub-contract any or all of his/her obligations under this Agreement to any other person or body without the prior written consent of the Minister.
- 3.3 The Contractor agrees that no other business will be transacted from the Centre except with the prior written consent of the Minister.
- 3.4 Each accommodation unit will be adequately furnished and in particular will contain, at a minimum, all the items set out in the inventory in **Appendix II** and the said items shall be suitable for their anticipated use. The Contractor shall be responsible for repairs and/or replacement of any items damaged or broken.
- 3.5 The Contractor will ensure that the accommodation is provided with adequate heating.
- 3.6 The Contractor shall be responsible for all internal and external maintenance and shall keep the Centre in good and tenable repair, order and condition and shall indemnify the Minister in relation to any claims which might arise from the Contractor's non-performance in this respect.
- 3.7 The Centre shall have, as a minimum, separate landline telephone and separate facsimile facilities available on site.
- 3.8 The Contractor shall make available at the Centre, if required, all requisite office and/or other accommodation as agreed between the parties, for use by the Agency or other Statutory Agencies in connection with the provision of necessary services relating to the Centre for the care of Asylum Seekers / Refugees.

- 3.9 The Contractor will put in place a procedure to allow residents to receive visitors. Such visitors may be received in areas specified as suitable by the Contractor, subject to the Contractor's right to refuse admission in an individual case, daily at least between the hours of 10 a.m. and 10 p.m. Each visitor should be signed in by the resident being visited prior to gaining admission to the Centre. It shall be the responsibility of the Contractor to ensure that visitors vacate the Centre as required.
- 3.10 The Minister reserves the right of his/her nominated agents to inspect the centre at all times in order to ensure that all requisite standards are being met. The person carrying out the inspection shall identify himself/herself to the contractor/manager on duty on arrival.

4.0 HOUSEKEEPING

- 4.1 The Contractor shall provide laundry facilities at the Centre.
- 4.2 The Contractor will use all reasonable endeavours to ensure that an adequate source of hot water is available where possible to all residents.
- 4.3 The Contractor shall ensure, insofar as is possible, that only staff, residents and visitors signed in by residents are present at the Centre.

5.0 STAFFING

- 5.1 The Contractor shall employ an appropriate number of staff, which must include a daily, seven days a week management presence on site between 8am and 8pm, to ensure the efficient and effective functioning of the Centre at all times.
- 5.2 The Contractor shall
- (i) furnish details of staffing arrangements to the Agency prior to the commencement of this Agreement, and
 - (ii) furnish details to the Agency of any changes in staffing arrangements as they arise.

In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.

- 5.3 The Contractor is obliged to ensure that relief staff are available at the appropriate level to cover holiday and sick leave.
- 5.4 The Contractor shall take all reasonable measures to ensure that all staff, employees or other Centre personnel are of good character and the Contractor and all such staff, employees or other Centre personnel shall be required to be Garda vetted.

5.5 The Contractor shall ensure that all staff employed in the Centre are lawfully entitled to work in, and be employed in, the Republic of Ireland.

6.0 SECURITY AND SUPERVISION

6.1 The Contractor shall be responsible for the security and supervision of the Centre on a 24 hour basis. Such security and supervision shall include ensuring that the Centre's Rules and Procedures are adhered to and that any annoyance and nuisance to neighbours is kept to a minimum. The Minister does not warrant the behaviour of Asylum Seekers / Refugees and cannot be held responsible for their behaviour in any circumstances. The Contractor shall take all reasonable supervision measures as may be necessary to ensure, insofar as is possible, that the behaviour of Asylum Seekers / Refugees resident in the Centre will not cause any annoyance, harm, or other disturbance to any other persons in the Centre. In this regard the Minister shall provide the contractor with any relevant information which s/he is enabled to provide.

7.0 FINANCIAL

7.1 The agreed capacity for this Centre is as specified in **Appendix III**. **The Contractor shall ensure the availability of sufficient bedspaces to achieve this capacity at all times.** Should the Contractor be in breach of this agreement so that the number of persons whom the Contractor here agrees shall be accommodated cannot be so accommodated in the Centre, then the Contractor shall pay to the Minister as liquidated damages the sum of **€30.00** for each person less than the total number of persons agreed to be accommodated who cannot be so accommodated for each night that the breach continues. The sum of liquidated damages payable under this clause may be deducted by the Minister from the sum payable under clause 7.2. Liquidated damages shall be payable even where the Minister wishes to terminate the agreement, whether under Clause 11.1 or 11.2.

7.2 Payments under this Agreement, inclusive of VAT, will be made every four weeks as specified in **Appendix III**. This amount is an all-inclusive sum in respect of provision of accommodation and all other services outlined in this Agreement.

7.3 The sum agreed will be paid every four weeks in advance.

7.4 In the event that the Minister wishes to terminate this Agreement within the period of the Agreement where s/he deems it necessary to do so, (other than for the reasons specified in Clause 11.1 or 11.2), s/he may do so, without making a default payment, by giving 12 weeks written notice to the Contractor.

- 7.5 The Minister shall indicate to the Contractor no later than **[REVIEW DATE]** his/her intentions in relation to any possible renewal of the Agreement. **Nothing in this Agreement shall be taken to commit either party to any such renewal.**
- 7.6 The Contractor warrants that s/he has good title to the Centre (subject to any Mortgage, where applicable) and can provide the accommodation and other services contained in this Agreement. The Contractor shall produce evidence of his/her interest in the Centre if requested to do so by the Minister. **In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**
- 7.7 The Contractor must comply with all statutory charges and levies in relation to the Centre and must supply evidence of an original current valid Tax Clearance Certificate, within ten working days of being requested, before payment under the agreement is effected. **In addition, payments under this agreement are at all times conditional on the Contractor being in possession of a current valid tax clearance certificate.**

8.0 STATUTES AND REGULATIONS

- 8.1 It shall be the responsibility of the Contractor to ensure that the premises complies and operates in accordance with all relevant statutory requirements of Local Authorities and other Agencies in relation to planning, building bye-laws, bedroom capacity, food, food hygiene, water supply, sewage disposal, fire precautions, minimum pay, legally binding industrial or sectoral agreements and health and general safety, including:
- ▶ Building Control Acts 1990 and 2007; Building Regulations 1997 to 2009; Building Control Regulations 1997 to 2009;
 - ▶ Employment Permit Acts, 2003 and 2006;
 - ▶ European Communities (Drinking Water) Regulations 2000 to 2007;
 - ▶ European Communities (Hygiene of Foodstuffs) Regulations 2000 and 2009;
 - ▶ European Communities (Official Control of Foodstuffs) Regulations 1998;
 - ▶ Fire Services Acts, 1981 and 2003;
 - ▶ Food Hygiene Regulations, 2000;
 - ▶ Housing Acts, 1966 to 2004;
 - ▶ Industrial Relations Acts 1946 to 2004;
 - ▶ National Minimum Wage Act 2000;
 - ▶ Planning and Development Acts 2000 to 2005;
 - ▶ Private Security Services Act, 2004;
 - ▶ Safety, Health & Welfare at Work Act, 2005;
 - ▶ Tourist Traffic Acts, 1939 to 2003;
 - ▶ Any statutory modification or re-enactment of same; and,

- ▶ Any other relevant Act or Regulations as may be notified by the Minister to the Contractor.
- 8.2 In the event of the Contractor failing to operate substantially in accordance with the statutory requirements as set out in Clause 8.1, the Minister reserves the right to terminate the Agreement in accordance with Clause 11.1.
- 8.3 At the request of the Agency, the Contractor shall be obliged to provide evidence of the appropriate planning permission and compliance with building and other relevant regulations for the centre.
- 8.4 Under the Immigration Act 2004 the identity of Asylum Seekers / Refugees is required to be protected and the Contractor and his/her staff shall put in place measures that ensure such protection is maintained. Save in respect of bona-fide support groups, no information likely to lead members of the public to identify a person as an applicant shall be made available without the consent of that person. In addition, all requests from media organisations in relation to the Asylum Seekers / Refugees resident at the Centre must be referred to the Agency.
- 8.5 All information relevant to the carrying out by the Contractor of his/her obligations under the Agreement shall be treated as proprietary and confidential to the party imparting same to the Contractor. All information covered by this clause must be protected at all times to ensure its confidentiality.
- 8.6 The Contractor and the Minister agree that the Contractor shall use the said information solely for the purposes of the Agreement and that s/he shall not at any time, during or after completion, expiry or termination of the Agreement, disclose same whether directly or indirectly to any third party, without the prior written consent of the Minister. In the context of the Data Protection Acts, 1988 and 2003 contractors will be data controllers within the meaning the acts where such data is held on computer and shall register as such with the Office of the Data Protection Commissioner.
- 8.7 The Contractor agrees that all databases created by him/her for the Minister shall be the joint property of the Minister and of the Contractor and that all copyright in the databases shall belong to the Minister and the Contractor jointly. The Contractor and the Minister undertake with each other to provide to each other full details of tables, fields and structures of databases along with any other information reasonably necessary to enable the Minister and the Contractor respectively to administer, utilise and amend, where necessary, the databases.

- 8.8 The duties of confidentiality referred to above shall not apply in respect of any information which:
- ▶ has become or becomes generally available to the public through no fault of the party receiving it; or
 - ▶ was already known to the receiving party prior to entering into this Agreement and was not previously acquired by the receiving party from the disclosing party under an obligation of confidentiality or non-use towards the disclosing party; or
 - ▶ is information which is disclosable under the Freedom of Information Acts, 1997 and 2003.

9.0 Fire Certification

- 9.1 The Contractor shall comply at all times with the provisions of the Fire Services Acts, 1981 and 2003 and, in this regard, with the requirements of the local authority Fire Officer. In the event of correspondence from the Fire Officer resulting in loss of capacity at, or temporary closure of, the Centre by the Fire Officer or the Agency, the financial terms specified in Clause 7.2 shall be adjusted to reflect such loss of capacity or temporary closure. **In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**
- 9.2 The Contractor shall be obliged to provide, annually, to the Agency written confirmation of the Office of Public Works [OPW] requirements regarding fire certification together with evidence of ongoing, independent, third party fire safety certification. **In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**
- 9.3 A Contractor who knowingly makes a false written confirmation to the OPW requirements regarding fire certification and/or knowingly furnishes a Certificate of Compliance from a competent person which is false shall have his/her Agreement terminated without liability therefor with immediate effect. Moreover, the matter will be considered by the Agency in the light of its criminal implications and may be referred to An Garda Síochána for further investigation.

10.0 Public Liability

- 10.1 Prior to the commencement of this Agreement the Contractor shall extend his/her public liability and all risks cover insurance to the entire Centre and shall indemnify the Minister in relation to all claims arising from the operation of the Centre and the contractor shall have the interests of the Minister noted on the public liability insurance policy. The minimum level

of such insurance shall be **€6,500,000** in respect of any one event, unlimited in any one period of insurance. The Contractor shall provide his/her insurers with a copy of this agreement, and shall furnish to the Minister evidence that such cover has been procured. **In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**

10.2 The Minister accepts no liability whatsoever for any claims howsoever arising as a result of negligence on the part of the Contractor or his servants or agents.

11.0 TERMINATION

11.1.1 If either party is in material breach of this Agreement, the party not in default may, by written notice to the party in default, specify the breach complained of and specify a period of 30 days, or such longer period as may be necessary in the circumstances, in order to remedy such breach. If the breach is not remedied within such time, the party not in default may terminate the Agreement by giving 7 days notice in writing. Termination in accordance with this clause shall be without prejudice to any claim which either party may have against the other with regard to any antecedent breach of this Agreement by either party.

11.1.2 If the Contractor is in breach of either Clause 9.2 or Clause 10.1 of this Agreement, the Minister may, by written notice to the Contractor, specify the breach complained of and specify a period of 7 days, or such longer period as may be necessary in the circumstances, in order to remedy such breach. If the breach is not remedied within such time, the Minister may terminate the Agreement by giving 7 days notice in writing. Termination in accordance with this clause shall be without prejudice to any claim which either party may have against the other with regard to any antecedent breach of this Agreement by either party.

11.2 If the Contractor becomes bankrupt or goes or is put into liquidation (other than solely for solvent amalgamation or reconstruction) or if a Receiver is appointed over all or any part of his/her business or assets or an administration order is made in respect of him/her, the Minister may regard any such circumstances as grounds for immediately terminating the Agreement without liability therefor.

11.3 Termination under Clauses 11.1 and 11.2 shall not discharge either party from liability for payment of any sums already due to date of termination or from the duty of confidentiality applicable under this Agreement.

11.4 Upon termination or non-renewal of the agreement for whatever reason, each party will immediately deliver up any property belonging to the other party which it has in law no contractual right to retain.

12.0 MISCELLANEOUS

12.1 This Agreement shall be governed by the laws of the Republic of Ireland as the same are applicable to agreements to be wholly performed in the Republic of Ireland and the parties hereto submit to the jurisdiction of the Courts of the Republic of Ireland.

13.0 NOTICES

13.1 (1) Any Notice required to be made, given to or served on the Minister under this agreement shall be duly and validly made, given or served if addressed to the Minister and delivered by hand or sent by pre-paid registered post to the Minister's principal office in this State; and

(2) any Notice required to be made, given to or served on the Agency under this agreement shall be duly and validly made, given or served if addressed to the Agency and delivered by hand or sent by pre-paid registered post or recorded delivery mail or facsimile transmission to its last known address; and

(3) any Notice required to be made, given to or served on the Contractor under this Agreement shall be duly and validly made, given or served if addressed to the Contractor (and if there shall be in any case more than one of them), then to any of them, and delivered by hand or sent by pre-paid registered post or recorded delivery mail to the last known address or to the address of the Centre.

13.2 Where a notice under this Agreement has been sent by post to the Minister, the Agency or the Contractor in accordance with clause 13.1, the notice shall be deemed to have been duly given to or served on the recipient on the third day after the day on which it was so sent.

FORM 1 OF 5 FORMS: OFFICIAL REGISTER

Accommodation Centre: **[PREMISES]**

Contractor / Manager: _____

Contact Telephone Number: _____

Week Ending: _____ / _____ / 20_____

(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS)

Please mark as follows: P = Present X = Absent H = Bed held while in hospital etc.

Room No	Bed Type: Double, Single, Twin, Bunk	Occupancy		Name	Nationality	Temporary Residence Certificate reference number	Mon	Tues	Wed	Thur	Fri	Sat	Sun
		Max	Current										

The Register should be faxed to **01-4183220** or e-mailed to riaregisters@justice.ie

FORM 4 OF 5 FORMS: DEPARTURES

Accommodation Centre: **[PREMISES]**

Contractor / Manager: _____

Contact Telephone Number: _____

Week Ending: _____ / _____ / 20_____

(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS)

NAME	NATIONALITY	TRC Ref. No	DATE OF LEAVING	COMMENT; NEW ADDRESS; REASON FOR LEAVING

Notification of any new departures should be faxed to **01-4183220** or e-mailed to riaregisters@justice.ie

FORM 5 OF 5 FORMS: RECONCILIATION

Accommodation Centre: **[PREMISES]**

Proprietor/Manager: _____

Week Ending Sunday _____ 20__

(a.) Capacity (as per contract): **[CENTRE CAPACITY]**

(b.) Current Occupancy: _____

(c.) Current Useable Vacancies: _____

(d.) Unavailable: _____ e.g. room occupied by Family (i.e. unused beds in family room), maintenance etc.

Total (b + c + d): **[CENTRE CAPACITY]**

Signed: _____ Date: _____ 20__

Reconciliation sheets should be kept separate from the main register and should be faxed to **01-4183223** or e-mailed to riaregisters@justice.ie

APPENDIX II: Furnishing of Accommodation Unit (Clause 3.4)

Each accommodation unit or bedroom shall have:

- ▶ A food storage press.
- ▶ A cooker.
- ▶ Adequate cutlery and crockery.
- ▶ A set of pots/pans/teapot.
- ▶ At least one electrical outlet suitable for the attachment of electrical equipment.
- ▶ An effective means of heating capable of maintaining, when required, a room temperature of 20° Celsius.
- ▶ One or more fitted smoke alarms, and fire evacuation advice notice;
- ▶ Appropriate beds/cots.
- ▶ A refrigerator.
- ▶ A set of sheets, pillow, pillow slip, duvet, duvet cover and towels as necessary for the occupants.
- ▶ A secure area for storing prams.

Each bedroom shall contain furniture, fittings and equipment of good quality condition, for sleeping and for storage, including hanging of clothing.

Each bathroom area, whether or not en-suite to a bedroom, shall contain a bath or shower of approved manufacture which shall be fixed complete with all plumbing for the continuous supply of hot and cold water and the disposal of waste. Bathrooms and toilets shall have an effective system of natural or artificial ventilation and shall be equipped with the usual accessories e.g. mirror, towel rail, clothes hooks, bath mat, seat.

APPENDIX III: Payments (Clauses 7.2, 7.4)

Contractor	[CONTRACTOR]	
Premises	[PREMISES]	
Start Date	[START DATE]	
Finish Date	[FINISH DATE]	
Capacity		[CENTRE CAPACITY]
Rate per person per day (inclusive of VAT)		[RATE PPPD]
Daily Rate (inclusive of VAT)		[DAILY RATE]
Payable every four weeks (inclusive of VAT)		[28 DAY RATE]
Payment per person per day (inclusive of VAT) for occupancy in excess of [CENTRE CAPACITY]		[RATE PPPD]
Buy-out Clause (inclusive of VAT) (if applicable)		[BUY-OUT CLAUSE] [*]
Total amount payable from [START DATE] to [FINISH DATE] (inclusive of VAT)		[TOTAL PAYABLE]

