

MEMORANDUM of UNDERSTANDING

PARTIES

- (1) **THE ROYAL PHARMACEUTICAL SOCIETY OF GREAT BRITAIN** incorporated by Royal Charter granted on the 18 day of February 1843 as further supplemented (registered number RC000799) whose principal place of business is at 66-68 East Smithfield, London E1W 1AW (“**RPS**”)
- (2) **THE JOINT COUNCIL FOR COSMETIC PRACTITIONERS (JCCP)**, incorporated in England and Wales (company number 10287079) and registered with the Charities Commission (charity number 1177540) and having its registered office Station House, North Street, Havant, Hampshire, United Kingdom, PO9 1QU (“**JCCP**”)

1. BACKGROUND

- 1.1. RPS and JCCP have agreed to work together on the project detailed in Annex A (Project).
- 1.2. The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:
 - 1.2.1. the key objectives of the Project;
 - 1.2.2. the principles of collaboration;
 - 1.2.3. the respective roles and responsibilities the parties will have during the Project.
 - 1.2.4. When the parties shall agree legally binding contracts.

2. KEY OBJECTIVES FOR THE PROJECT

- 2.1. The parties shall undertake the Project to achieve the key objectives set out in Annex A to this MoU (**Key Objectives**).
- 2.2. The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in Annex A to this MoU.

3. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- 3.1. collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- 3.2. be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- 3.3. be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- 3.4. learn, develop and seek to achieve full potential. Share information relating to the Project, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 3.5. adopt a positive outlook. Behave in a positive, proactive manner;



- 3.6. adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- 3.7. act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- 3.8. manage stakeholders effectively;
- 3.9. deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- 3.10. act in good faith to support achievement of the Key Objectives and compliance with these Principles.

4. ROLES AND RESPONSIBILITIES

- 4.1. The parties shall undertake the following roles and responsibilities to deliver the Project:

<i>Activity</i>	<i>Lead</i>	<i>Assure</i>
Memorandum of Understanding	RPS	JCCP
RPS position statement	RPS	JCCP
Explore viability of membership synergy	RPS and JCCP jointly	N/A
Pharmacist access to JCCP accredited training	JCCP	RPS

- 4.2. For the purpose of the table above:

Lead: the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;

Assure: the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

- 4.3. Within 1 month of the date of this MoU the party with the lead role for any aspect of the Project shall develop a delivery plan for that part of the Project which shall identify the following:
 - 4.3.1. the key milestones for the delivery the Key Objectives;
 - 4.3.2. what employees (other than employees identified in this MoU) will be required to work on the Project;
 - 4.3.3. The key terms for any legally binding agreements relating to data processing or copyright and trade mark licensing in relation to the Desired Outcomes.

Each delivery plan must be approved by both parties before being implemented.

5. DATA PROTECTION AND INFORMATION SECURITY

- 5.1. Both parties will comply with all their obligations under data protection legislation, which arise in connection with the MoU.

- 5.2. Both parties agree that they will not share any personal data in connection with the MoU, except the names of the parties signing this agreement, which will be processed by the parties in compliance with data protection legislation.
- 5.3. Both parties agree that where it becomes necessary to share any further data, the parties will enter into a legally binding data processing agreement.

6. ESCALATION

- 6.1. If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. .
- 6.2. If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the other party for resolution.

7. INTELLECTUAL PROPERTY

- 7.1. The parties agree that they will enter into a legally binding copyright assignment or licence agreement and trade mark licence agreement to govern any intellectual property rights created in the course of the Project.

8. CONFIDENTIALITY

- 8.1. The parties agree that this MoU shall be published on the website of JCCP.
- 8.2. Except as provided for in Clause 8.1 or as agreed in writing between the parties, the ways of working on the Project and any interim discussions shall remain confidential to the parties.

9. TERM AND TERMINATION

- 9.1. This MoU shall commence on the date of signature by both parties, and shall expire when a contract has been agreed at a future date.
- 9.2. Either party may terminate this MoU by giving at least one months' notice in writing to the other party at any time.

10. VARIATION

This MoU, including the Annexes, may only be varied by written agreement of both parties.

11. CHARGES AND LIABILITIES

- 11.1. Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 11.2. Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

12. STATUS

- 12.1. This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

12.2. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

13. GOVERNING LAW AND JURISDICTION

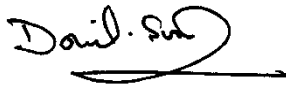
This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by Robbie
Turner
for and on behalf of
The Royal
Pharmaceutical
Society



.....
Director

Signed by Professor
David Sines CBE
for and on behalf of
The JCCP



.....
Chairperson

Annex A. The Project

Project overview

A collaborative partnership between the RPS and JCCP to encourage safe and professional aesthetic practice by aesthetic pharmacists

The key objectives

- To promote public protection and patient safety by encouraging aesthetic pharmacists to practise safely and effectively through the use of both RPS and JCCP competencies and standards.
- Raising the professional profile of aesthetic practice undertaken by aesthetic pharmacists.
- Ensuring access to appropriate aesthetic training by aesthetic pharmacists.

Desired Outcomes

Mutual recognition of RPS and JCCP standards through appropriate channels of communication, specifically:-

- The RPS Competency Framework for all Prescribers
- The JCCP Competency Framework for Cosmetic Practice
- The JCCP Standards to enter the JCCP Approved Education and Training Provider Register
- The JCCP/CPSA Code of Practice for Cosmetic Practitioners

Mutual encouragement of aesthetic pharmacists working in aesthetics to become JCCP registrants and RPS members

Encouragement of JCCP approved education and training providers to allow aesthetic pharmacists to take part in appropriate training aligned to the JCCP Competency Framework for Cosmetic Practice