

1 February 2018

**Memorandum of Understanding**

Between

**Joint Council for Cosmetic Practitioners**

And

**The Office of Qualifications and Examinations Regulation**

1. This MoU is intended to support effective working arrangements between the Joint Council for Cosmetic Practitioners and the Office of Qualifications and Examinations Regulation.
2. Throughout this MoU, the Joint Council for Cosmetic Practitioners may be referred to as JCCP and the Office of Qualifications and Examinations Regulation as Ofqual, and collectively as 'we', with the expressions 'our' and 'us' being used accordingly.
3. This MoU is not intended to cover every detailed aspect of the working relationship between us. It is a statement of principles that will guide relations to ensure appropriate arrangements are in place to enable us to discharge our respective responsibilities effectively and to avoid duplication of effort, misunderstanding or unnecessary impact on third parties.

**Status of the Memorandum of Understanding**

4. Although not legally binding this MoU will serve as a working document that will be subject to review in the light of operational practice.
5. This MoU may be supported by further and more detailed operational agreements, particularly in relation to the sharing of information, if required to achieve implementation of clauses 13 to 16.
6. This MoU should be considered in the context of the applicable legislation (Apprenticeships, Skills, Children and Learning Act 2009 and the Education Act 2011 and subsequent amendments).

**Roles of the Joint Council for Cosmetic Practitioners and Ofqual**

7. The JCCP is a recognised self-regulator of the non-surgical aesthetic industry in England recognised and approved by the Professional Standards Authority and by the Charity Commission and acts as a point of access for the public seeking information about this area of practice and where appropriate for raising issues of concern about practitioners. The JCCP places public protection and patient safety as the focus of its activities.
8. JCCP Practitioner Registrants and JCCP approved Education and Training Providers will be accredited and endorsed by the JCCP as meeting the highest standards of quality by:
  - ensuring that all parties who have been admitted to the JCCP's Registers have met the agreed industry qualifications, benchmarks and abide by the standards of practice and behaviour as determined by the Cosmetic Practice Standards Authority (CPSA) and the JCCP; and,
  - adhere to the principles as required to operate a 'voluntary register' in the health sector by the Professional Standards Authority (PSA).
9. The JCCP will operate two registers that relate to cosmetic-related practice and education and training. The two registers will consider the following:
  - The accreditation of practitioners who deliver non-surgical aesthetic and hair restoration surgical treatments against an agreed and approved set of national educational, clinical and practice based standards.

- The approval of education and training providers who deliver education and training programmes, accreditation and services for practitioners that accord with JCCP standards.

These registers are voluntary and not mandatory. The Professional Standards Authority under its accreditation of registers procedure has approved the JCCP Practitioner Register.

10. **Ofqual** is a non-ministerial government department set up under the Apprenticeships, Skills, Children, and Learning Act (2009) and also covered by the Education Act 2011. Ofqual is independent of government and reports directly to Parliament. Ofqual has a number of objectives that include statutory duties to secure and maintain qualification standards; to promote public confidence in and awareness of regulated qualifications; and to secure the efficiency of regulated qualifications

### **Matters of common interest**

11. Whilst respecting our distinctive roles and responsibilities there are a number of areas of common interest. There will be circumstances where collaborative working between us will be the best way to enable us to discharge our respective regulatory, statutory, and corporate responsibilities effectively and efficiently.
12. These areas of common interest include, but are not limited to the design development and delivery of high quality qualifications, in the area of non-surgical aesthetic treatments (including hair restoration surgery).<sup>1</sup>

### **Implementing the MoU**

13. To support on going good working relationships between us, we will aim to:
- establish a common understanding of our respective roles and responsibilities;
  - acknowledge each other's different responsibilities, accountability structures and legislative frameworks;
  - identify what degree of joint working would be appropriate in any given circumstance, recognising that this may develop over time;
  - establish and maintain effective channels of communication and intelligence sharing;
  - aim through discussion to explain and understand the reasons for any differences of view;
  - where there is benefit in doing so, take advantage of the opportunities for co-ordinated scheduling of activities where appropriate, and
  - notify each other in a timely and appropriate way where there is a likelihood of significant announcements and developments which may impact on each other's key areas of work, and where these matters are confidential, the we will respect that confidentiality;
  - inform each other in a timely and appropriate manner on policy and developments, engaging in early dialogue on matters that will impact on the work of the other;
  - proactively seek solutions to avoid or mitigate the effects of any disagreement that may impact on the delivery of either organisation; and
  - inform stakeholders about our relationship including publishing a copy of this Memorandum of Understanding on our respective websites.
14. Against this background we will aim to:
- hold at least one annual meeting between the Strategic contacts named in clauses 26 and 27;
  - undertake activities as detailed in clauses [13 to 16];
  - establish a proportionate working protocol; and,
  - maintain regular contact through the operational contacts named in Annex A.

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<sup>1</sup> Hereafter the use of the term 'relevant' will refer to these stated areas of common interest: qualifications, in the area of non-surgical aesthetic treatments (including hair restoration surgery).

15. Ofqual will, where it considers it to be appropriate:
- inform, and offer to brief, JCCP on developments in vocational and technical qualifications which may affect the qualifications offered to and obtained by practitioners in the relevant fields
  - consider any intelligence received from JCCP relating to a relevant awarding organisation or education / training provider; and
  - inform JCCP of how it is proposing to act or respond to any intelligence received [from JCCP or others] relating to a relevant qualification, awarding organisation or education / training provider
16. JCCP will:
- inform Ofqual of any concerns or intelligence it has which it believes to fall within the remit of Ofqual;
  - refer to Ofqual, any intelligence, concerns or relevant information it has about a relevant awarding organisation or education / training provider where it relates to the integrity of regulated qualifications, or where it affects AOs' design / delivery of such qualification; and,
  - advise Ofqual on matters relating to the recognition and development of education, clinical and practice standards associated with non-surgical treatments as prescribed by the JCCP and the Cosmetic Practice Standards Authority (CPSA).
17. On a day-to-day basis, JCCP and Ofqual teams at working level should resolve issues. Those that cannot be resolved should be escalated to the respective strategic contacts, who if necessary will take a decision to escalate to the Chief Executive of the JCCP and Executive Director for Vocational and Technical Qualifications, Ofqual, and if required the Chief Regulator for England, who will then be responsible for resolving the issue. Both organisations will commit to reaching a speedy resolution.

## **Exchange of Information**

18. Where appropriate and at all times operating in accordance with the Freedom of Information Act 2000, the Data Protection Act 1998 and any and all other related current and subsequent legislation and contractual agreements, we will aim to share information we already hold where this is in the public interest with regards to promoting confidence in and quality of publically funded regulated qualifications.
19. Information provided by one of us to the other must be kept secure. Both parties will ensure that adequate arrangements are in place to protect the confidentiality of information provided. Both parties will also ensure that their own arrangements are acceptable to the other.
20. We will, in line with the Freedom of Information provisions on information provided in confidence, refer back to the originating party any requests for information we hold but did not collect and which we are aware is confidential in nature. We will make each other aware of any of any significant disclosure either of us intends to make to a third party of any information we received from that party.
21. Similarly, we will ensure all necessary checks and balances are in place should we be requested by another ministerial department, non-ministerial department, agency or other public body or devolved administration for information we have shared with each other.

## **Amendments to the Memorandum of Understanding**

22. If the MoU needs to be amended or altered, proposals should be made via monthly meetings. All changes will need to be signed off by the Chief Executive and Registrar of the JCCP and Chief Regulator for England or their delegated representatives within each organisation.

## Term and Termination

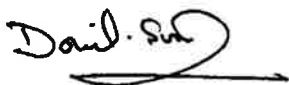
23. This MoU shall commence on the date of signature by all Parties, and shall continue, with any revisions, for a period of 36 months unless it is terminated in accordance with clause 25.
24. Review of the MoU will commence approximately 6 months before its natural end-date, to allow for due consideration of cessation, amends or continuation.
25. This MoU may be terminated by either organisation by giving at least three months' notice in writing to the other party.

## Contacts

26. For **Ofqual**, contacts are as follows:
  - Strategic contact, Lucy Sydney, Director, Stakeholder Engagement for Vocational and Technical Qualifications; Email: [Lucy.Sydney@ofqual.gov.uk](mailto:Lucy.Sydney@ofqual.gov.uk)
  - Operational contact, Senior Manager, Stakeholder Relationships, Ofqual (Bethany Hughes, [Bethany.hughes@ofqual.gov.uk](mailto:Bethany.hughes@ofqual.gov.uk) )
27. For **JCCP**, contacts are as follows
  - Strategic contact, Professor David Sines, CBE, Chair JCCP, Email [David.sines@jccp.org.uk](mailto:David.sines@jccp.org.uk)
  - Operational contact, Paul Burgess MBE, Executive Support Officer JCCP, Email [paul.burgess@jccp.org.uk](mailto:paul.burgess@jccp.org.uk)

## Signed:

For JCCP



David Sines CBE, Chair

Date: 5<sup>th</sup> February 2018

For Ofqual



Sally Collier, Chief Regulator

Date 13<sup>th</sup> FEBRUARY 2018