

MEMORANDUM OF UNDERSTANDING

between

THE SCOTTISH QUALIFICATIONS AUTHORITY, a non-departmental public body established under the Education (Scotland) Act 1996 and having its principal offices at Lowden, 24 Wester Shawfair, Dalkeith, Midlothian EH22 1FD and at The Optima Building, 58 Robertson Street, Glasgow G2 8DQ ("**SQA**"); and

JOINT COUNCIL FOR COSMETIC PRACTITIONERS ("JCCP");

(hereinafter collectively referred to as the "**Parties**" and each a "**Party**")

BACKGROUND

- (A) SQA and JCCP have agreed to work on matters of common interest including (but not limited to) the design and development of high quality qualifications in the area of non-surgical aesthetic treatments (the "Project").
- (B) The Parties wish to record the basis on which they will collaborate with each other on the Project with this Memorandum of Understanding ("**MoU**")

1 Purpose of the MoU

- 1.1 This MOU is intended to outline the basis on which the Parties, working within their respective regulatory, statutory and corporate responsibilities, agree to share information relating to the Project.
- 1.2 This MOU is not intended to cover any detailed aspect of the working relationship between the SQA and JCCP and is subject to review in light of operational practice.
- 1.3 Save as expressly provided in clause 1.4, this MoU is not intended to be legally binding, and no legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.
- 1.4 Clauses 6 and 7 to 14 are legally binding upon the Parties and are to be construed and interpreted in accordance with the laws of Scotland and subject to the exclusive jurisdiction of the Scottish courts.

2 Roles

The Parties agree to undertake their respective roles set out in Part 1 of the Schedule.

3 Key objectives

The Parties agree to co-operate to achieve the key objectives set out in Part 2 of the Schedule when carrying out the Project.

4 Communications

4.1 The Parties agree to:

- 4.1.1 hold at least one annual meeting between the Strategic contacts named in Part 3 of the Schedule;
- 4.1.2 establish a proportionate working protocol; and
- 4.1.3 maintain regular contact through the Operational contacts named in Part 3 of the Schedule.

5 Duration and termination

- 5.1 This MoU shall commence on the date of signature by both Parties, and shall continue unless it is terminated by mutual agreement or in accordance with Clause 5.3.
- 5.2 The Parties agree that this MOU will be reviewed approximately 6 months before its natural end-date, to allow for due consideration of cessation, amends or continuation.
- 5.3 This MoU may be terminated by either Party, at any time, by giving at least three months' notice in writing to the other party.

6 Confidential information

6.1 For the purposes of this Clause, "Confidential Information" means all information of a confidential nature (including trade secrets and information of commercial value) concerning either party or their products, services or affairs and communicated to one party by or on behalf of the other party (whether in writing, orally or otherwise).

6.2 The Parties undertake:

- 6.2.1 to keep the Confidential Information (and any part of it) secret and confidential;
- 6.2.2 to only use (and only permit use of) the Confidential Information for purposes of this MoU;
- 6.2.3 not:
 - 6.2.3.1 unless and to the extent required by law to do so; or
 - 6.2.3.2 otherwise without the prior written consent of the other Party,

at any time for any reason whatsoever, to disclose or permit to be disclosed the Confidential Information or any part of it to any third party (and where consent to disclosure is given by SQA, JCCP shall ensure that such third party keeps the Confidential Information secret and secure in accordance with the terms of this MoU and any use or disclosure of the Confidential Information by

such third party shall for the purposes of this Clause 6 be deemed to be use or disclosure by JCCP); and

6.2.4 to ensure that its officers and employees who have access to any Confidential Information keep the same secret and secure.

6.3 Information shall not be Confidential Information for the purposes of this MoU to the extent that it is already in the public domain or it subsequently comes into the public domain other than by breach of this MoU.

7 Data Protection

7.1 In the event personal data is to be shared between the Parties under this MoU, the Parties shall enter into a data sharing agreement in relation to the same.

8 Freedom of Information

JCCP:

8.1.1 acknowledges that SQA is subject to the requirements of Freedom of Information (Scotland) Act 2002 ("FOI") and SQA may disclose any information held by SQA (or on SQA's behalf) where required by FOI; and

8.1.2 shall assist and co-operate with SQA (at the Contractor's expense) to enable SQA to comply with SQA's FOI obligations.

8.2 In the event that a request for information is made under FOI JCCP shall:

8.2.1 transfer to SQA all requests for information held by or on behalf of SQA immediately on receiving the request (and in the case of FOI requests, shall in no event respond directly to any such request unless expressly authorised to do so by SQA);

8.2.2 provide SQA with a copy of all information held on behalf of SQA in its possession or power in the form that SQA reasonably requests within 3 working days of SQA requesting that information; and

8.2.3 provide all necessary assistance as reasonably requested by SQA to enable SQA to respond to the request promptly and within the FOI required timelines;

8.3 JCCP agrees that SQA shall be responsible for determining, at SQA's absolute discretion, whether any commercially sensitive information and any other information is exempt from disclosure in accordance with the provisions of FOI.

9 Intellectual property

- 9.1 The Parties intend that any intellectual property rights created in the course of the Project shall vest in the Party whose employee created them.
- 9.2 Where any intellectual property right vests in either party in accordance with the intention set out in Clause 9.1 above, that Party shall grant an irrevocable licence to the other Party to use that intellectual property for the purposes of the Project.

10 Disputes

- 10.1 If either Party has any issues, concerns or complaints about the Project, or any matter in this MoU, that Party should notify the other Party and the Parties shall seek to resolve the issue by a process of consultation.
- 10.2 If the issue cannot be resolved within a reasonable period of time, the issue shall be escalated to the respective Strategic contacts, named in Part 3 of the Schedule.

11 Variation

Subject to Clause 12, this MoU may only be varied or amended with the written consent of both Parties, not to be unreasonably withheld.

12 Notices

Any notice or communication required or permitted to be given under this MoU is sufficiently served if it is personally delivered or sent by first class pre-paid post, or facsimile machine to the other Party at its address at the head of this MoU or at any other address for notices which the other Party has notified to the sender in writing. Notices shall be sent for the attention of the respective strategic contact named in Part 3 of the Schedule.

13 No Partnership or Joint Venture

- 13.1 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.

14 Governing law

This MoU shall be governed by and construed in accordance with Scottish Law and each Party will submit to the exclusive jurisdiction of the Scottish Courts as regards any claim or matter arising out of or in connection with this MoU.

IN WITNESS WHEREOF:

Signed for and on behalf of
SCOTTISH QUALIFICATIONS AUTHORITY
before the following witness:

[Redacted]

Witness signs here

[Redacted]

Full name of witness

Address of witness

58 Robertson Street, G2 8DQ

[Redacted]

SQA signs here

Janet Brown

Name of signatory
Chief Executive

Position
20 November 2018

Date
58 Robertson Street
Glasgow, G2 8DQ

Place

Signed for and on behalf of
JOINT COUNCIL FOR COSMETIC PRACTITIONERS
before the following witness:

[Redacted]

Witness signs here

[Redacted]

Full name of witness

[Redacted]

Address of witness

[Redacted]

[Redacted]

JCCP signs here

[Redacted]

Name of signatory

CHAIR

Position

18 October 2018

Date

[Redacted]

Place

This is the Schedule referred to in the foregoing Memorandum of Understanding between the Joint Council for Cosmetic Practitioners and the Scottish Qualifications Authority

Part 1 – Roles

SQA

SQA 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 relating to a relevant qualification, awarding organisation or education / training provider.

JCCP

JCCP will, where it considers it to be appropriate:

- inform SQA of any concerns or intelligence it has which it believes to fall within the remit of SQA;
- refer to SQA, 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 design or delivery of such qualification; and,
- advise SQA 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).]

Part 2 – Key Objectives

To support on going good working relationships between the Parties 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;
- enter into 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,
- 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;
- inform stakeholders about our relationship; including publishing a copy of this MoU on each party's respective websites.

Part 3 – Key Contacts

JCCP contacts are as follows:

- Strategic contact, [REDACTED], Chair JCCP, Email [REDACTED]
- Operational contact, [REDACTED] Executive Support Officer JCCP, Email [REDACTED]

SQA contacts are as follows:

- Strategic contact, [INSERT]
- Operational contact [INSERT]