

Memorandum of Understanding

June 2022

PARTIES

- (1) **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”)
- (2) **THE CHARTERED INSTITUTE OF ENVIRONMENTAL HEALTH (CIEH)** is a not for profit, inclusive organisation whose registered address is Chadwick Court, 15 Hatfields, London, SE1 8DJ

1 Background

- 1.1. The JCCP and the CIEH have determined to work together to promote public protection and consumer safety in the aesthetic industry and to encourage positive engagement between the two organisations towards the promotion of examples of best and safe practice within the aesthetic beauty industry.
- 1.2. The parties wish to record the basis on which they will collaborate with each other. This Memorandum of Understanding (**MoU**) sets out:
 - 1.2.1. the key objectives of the collaboration;
 - 1.2.2. the principles of collaboration;
 - 1.2.3. the respective roles and responsibilities the parties.

2 Key Principles Underpinning the Collaboration

- 2.1 This Partnership Agreement is a document describing a bilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where parties either do not imply a legal commitment or in situations where the parties cannot create a legally enforceable agreement.
- 2.2 This Memorandum of Understanding (MoU) forms the basis of a voluntary strategic partnership between the Joint Council for Cosmetic practitioners (JCCP) and the Chartered Institute of Environmental Health (CIEH).
- 2.3 It is established to enable the JCCP and the CIEH to work together to promote best practice and standards in the aesthetic and beauty industries in furtherance of our commitment to public protection and consumer safety with regard to the delivery non- surgical cosmetic treatments and hair restoration surgery in the UK that relates specifically to the aesthetic beauty sector.
- 2.4 It is not a contractual document and does not impose any legal obligation on any of the parties. The overall relationship described by the Partnership Agreement is a voluntary arrangement, intended to demonstrate the willingness of all parties to work cooperatively for the benefit of patient safety.

3 Principles of Collaboration

The parties agree to adopt the following principles of collaboration when working together **(Principles)**:

- 3.1 collaborate and co-operate to ensure that any agreed 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 that relate to any shared activities that have been agreed by the signatories to this MoU;
- 3.3 be open. Communicate openly about major concerns, issues or opportunities relating to any aspect of the agreed scope of the collaboration;
- 3.4 learn, develop and seek to achieve full potential for both organisations. Share information relating to the promotion and furtherance of best and safe practice within the aesthetic beauty sector and to share experience and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort and mitigate risk to public protection and consumer safety;
- 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, data protection and freedom of information legislation;
- 3.7 act in a timely manner. Respond effectively to all activities that the parties to this MoU have agreed to collaborate on;
- 3.8 adopt a professional and appropriate manner to manage stakeholders effectively;
- 3.9 act, at all times in good faith to support the achievement of the agreed collaborative objectives and compliance with these Principles.

4 Specific Objectives

The specific objectives of the collaboration are to:

- 4.1 Work actively as key partners, drawing upon the expertise and counsel of staff, expert members and Trustees/Directors of each organisation in a mutually agreeable manner, to develop and enhance the performance of the JCCP and the CIEH in order to maximise public protection and patient safety in the aesthetics sector.
- 4.2 Work closely and collaboratively in the development of new regulations following the Health and Care Act 2022 to ensure that all relevant cosmetic aesthetic procedures are well regulated and the regulations are well designed to work in practice.
- 4.3 Support the implementation and alignment of the national aesthetic industry education and training standard (as endorsed by JCCP, Health Education England, the Cosmetic Practice Standards Authority and by United Kingdom Accreditation Service).
- 4.4 Raise and share issues of concern regarding activities of both commercial providers of aesthetic and beauty sector treatment services and education/training providers, where client/patient safety/public protection has been considered to have been compromised.
- 4.5 Encourage aesthetic practitioners to engage in reflection and continuous professional development, with particular regard to patient safety, public protection and the promotion of positive health and wellbeing in order to further develop and improve their practice.
- 4.6 Jointly publicise and promote the work and aims of both organisations in order to raise public and professional awareness of best practice within and across the sector.
- 4.7 Work collaboratively at all times to establish, maintain and further the credibility and reputation of both organisations in accordance with their explicit aims and objectives.

- 4.8 Collect and share information to inform best, safe and productive practice within the aesthetic beauty sector and seek to promote a culture of future innovation and development in association with relevant advice from members of the aesthetic beauty industry in the UK.
- 4.9 Provide support to each other by sharing partners' unique skills with each other to facilitate excellence in practice, education, training and with regard to the use of lawful and safe products within the context of safe premises.

5 Matters of common interest

- 5.1 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 responsibilities effectively and efficiently.
- 5.2 These areas of common interest include, but are not limited to matters that relate to promoting the use of appropriate standards of practitioner practice, to safeguard the public, promoting the implementation and dissemination of robust education and training standards, promoting the public interest as a primary concern and seeking to sponsor the implementation and sustainability of a culture that encourages consumer safety and the creation of a community of excellence in practice across the aesthetics industry.

6 Implementing the MoU

The parties agree to:

- 6.1 Support ongoing good working relationships between the two organisations
- 6.2 Continue to collaborate to develop a richer understanding of our respective roles and responsibilities
- 6.3 Acknowledge and respect each other's different responsibilities, accountability structures and frameworks
- 6.4 Identify what degree of joint working would be appropriate in any given circumstance, recognising that this may develop or change over time.

7 Data Protection and Information Security

- 7.1 Both parties will comply with all their obligations under GDPR data protection legislation, which arise in connection with the MoU.
- 7.2 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.

- 7.3 Both parties agree that where it becomes necessary to share any further data, the parties will enter into a legally binding data processing agreement.

8 Escalation

- 8.1 If either party has any issues, concerns or complaints 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.
- 8.2 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 any matter relating to the MoU, the matter shall be promptly referred to the other party for resolution.

9 Confidentiality

- 9.1 The parties agree that this MoU shall be published on the JCCP and CIEH websites in accordance with their respective publications policy that is designed to inform members of the public.
- 9.2 Discussions relating this MoU shall remain confidential to the parties.

10 Term and Termination

- 10.1 This MoU shall commence on the date of signature by both parties and shall expire three years thereafter but may be renewed at that stage for a further agreed period subject to the endorsement of both parties.
- 10.2 Either party may terminate this MoU by giving at least one months' notice in writing to the other party at any time.

11 Variation

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

12 Charges and Variations

- 12.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 12.2 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.

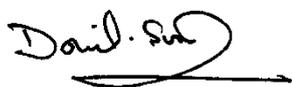
13 Status

- 13.1 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.
- 13.2. 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.

14 Governing Law and Jurisdiction

- 14.1 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.
- 14.2 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 David
Sines CBE for and
on behalf of the
Joint Council for
Cosmetic
Practitioners



1 June 2022

Signed by Dr Phil
James, Chief
Executive
for and on behalf of
The Chartered
Institute of
Environmental
Health



1 June 2022