



**General  
Osteopathic  
Council**



## **MEMORANDUM OF UNDERSTANDING**

To promote the exchange of information, streamline regulatory processes, share best practice and related activities between international regulators of the osteopathic profession.

BETWEEN

**General Osteopathic Council (UK)**

**Osteopathy Board of Australia**

**Osteopathic Council of New Zealand**

AND

**Australasian Osteopathic Accreditation Council**

## A. Memorandum of Understanding

**Date** 3 August 2016

**Parties** *General Osteopathic Council (UK)*  
*Osteopathy Board of Australia*  
*Osteopathic Council of New Zealand*  
*Australasian Osteopathic Accreditation Council*  
(each a 'party', together the 'parties')

## B. Background

1. The General Osteopathic Council ('**GOsC**') is established by the *Osteopaths Act 1993* (UK) as the regulator of the osteopathic profession in the United Kingdom.
2. The functions of the GOsC include:
  - Assuring the quality of osteopathic education and training
  - Assessing overseas trained practitioners who wish to practise in the United Kingdom
  - Registering qualified professionals and ensuring their continuing fitness to practise
  - Setting and promoting high standards of osteopathic practice and conduct
  - Helping patients with complaints or concerns about osteopaths and, where necessary, dealing with those complaints through fitness to practise procedures.
3. The Osteopathy Board of Australia ('**OBA**') is established by *The Health Practitioner Regulation National Law Act 2009* (as in force in each state and territory of Australia) ('**the National Law**') as the regulator of the osteopathic profession in Australia. The OBA is assisted in its activities by the Australian Health Practitioner Regulation Agency ('**AHPRA**').
4. The functions of the OBA include:
  - Registering osteopaths and students
  - Developing standards, codes and guidelines for the osteopathy profession
  - Handling notifications, complaints, investigations and disciplinary hearings
  - Overseeing the assessment of overseas trained practitioners who wish to practise in Australia
  - Approving accreditation standards and accredited courses of study.
5. The Osteopathic Council of New Zealand ('**OCNZ**') was established by the *Health Practitioners Competence Assurance Act 2003* (NZ) as the regulator of the osteopathic profession in New Zealand.
6. The functions of the OCNZ include:
  - Determining scopes of practice
  - Prescribing recognised qualifications
  - Developing competencies for the practice of osteopathy
  - Assessing the competence of overseas practitioners
  - A system for complaints and discipline designed to protect members of the public.
7. The Australasian Osteopathic Accreditation Council ('**AOAC**') was appointed by the Australian Health Workforce Ministerial Council in 2010 and subsequently by the Osteopathy Board of Australia, under the National Law as the accreditation authority for osteopathy in Australia

8. The functions of AOAC include:
  - Developing accreditation standards
  - Assessing and accrediting osteopathy programs
  - Assessing the knowledge, clinical skills and professional attributes of overseas qualified osteopaths seeking registration in Australia, and
  - Assessing the competence of Australian osteopaths required to undertake such an assessment by the OBA.
9. The parties will take all reasonable steps to develop and implement standards of practice, standards of education and regulation in accordance with the principles agreed to in this Memorandum of Understanding ('**MOU**'), to the extent permitted by the applicable laws and regulatory principles and frameworks of the respective jurisdictions of the United Kingdom, Australia and New Zealand.

### **C. Purpose**

10. The parties to this MOU are committed to the following principles:
  - a. Ensuring the safety of patients and the public.
  - b. Facilitating the movement of practitioners between their respective jurisdictions.
  - c. Developing and maintaining a common understanding of the regulation and education standards in the United Kingdom, Australia and New Zealand.
  - d. Promoting communication and information exchange about regulatory best practice.
  - e. Informing and sharing information about projects.
11. The purpose of this MOU is to agree to activities of mutual interest that support these principles.

### **D. Activities**

#### *D1 Regulatory information sharing*

12. The parties agree to work collaboratively and to share information and knowledge for the purpose of ensuring that:
  - a. their respective registers are accurate;
  - b. in their respective jurisdictions, only those persons who are entitled to do so practise osteopathy;
  - c. the accreditation standards in their respective jurisdictions ensure that education programmes prepare competent practitioners;
  - d. concerns about criminal conduct, conduct, competence or fitness to practise are properly investigated and determined; and
  - e. members of the public and patients are not put at risk.
13. All Parties agree to share with each other relevant background or source information in their possession or control for the purposes of co-operation.
14. The parties will exchange information only to the extent permitted by their respective national laws. Nothing in this MOU is intended to displace any party's confidentiality and privacy obligations as required by law.

15. Each party agrees not to use or disclose confidential information provided by another party to any third party without the prior written consent of the party that provided the confidential information, except when permitted or required by law.
16. The exchange of information between the parties shall, so far as practicable, be conducted in a secure, timely and accurate fashion and confirmed in writing or electronic form to agreed designated contact persons for each party.

#### *D2 Streamlining regulatory processes*

17. The parties will aim, as far as possible, to seek to recognise each regulatory authority as equal for the purposes of registering osteopathic graduates that were trained and achieved registration in one of the three jurisdictions – Australia, New Zealand and the United Kingdom.
18. In order to facilitate this mutual recognition, the parties will:
  - a. share information about the accreditation of standards of education and its quality assurance within their jurisdiction, and their requirements for registration and methods of assessment;
  - b. each develop a scheme which, while meeting their own requirements, ensures that the registration processes for graduates of another party's jurisdiction are not unnecessarily burdensome;
  - c. consult each other in the development of any scheme of recognition and any changes proposed subsequently to that scheme;
  - d. publicise the registration requirements for graduates trained in the other parties' jurisdictions;
  - e. ensure the accuracy and currency of online information about the registration processes; and
  - f. each provide a named contact point for enquiries relating to registration requirements and related matters.

#### *D3 Sharing best practice*

19. The parties have a shared mutual interest in the development of best practice in the regulation of osteopathy. In order to promote and develop this best practice, they will:
  - a. keep the other parties informed of developments in policy and operational practice, including inviting responses to relevant (rather than all) consultations;
  - b. exchange information through the circulation of newsletters, e-bulletins and other publications;
  - c. exchange information about key contacts within their respective organisations; and
  - d. arrange a meeting between senior representatives of the parties at least annually (each party may nominate or change its representative by writing to the other parties), ideally face-to-face or, where this is not possible, via electronic voice or video communications or other suitable means.

#### **E. Principal contact point**

20. Each party will nominate an individual to serve as its principal contact person to coordinate the activities identified in this MOU, and those contact persons will advise each other of their contact details as required from time to time. Any party may change its contact person by written notice to the other parties. The initial appointees of each organisation are:

GOsC – Tim Walker, Chief Executive and Registrar, General Osteopathic Council

OBA – Cathy Woodward, Executive Officer, Osteopathy Board of Australia, as appointed by AHPRA

OCNZ – Andrew Charnock, Registrar, Osteopathic Council of New Zealand

AOAC – Fiona Stoker, Chief Executive Officer, Australasian Osteopathic Accreditation Council

#### **F. Financial obligations**

21. The parties agree that each party shall be responsible for their own costs or expenses relating to this MOU or any agreed project.
22. Unless otherwise agreed, where a cost or expense arises in the course of joint projects or other co-operative activities, the parties agree to share the cost equally subject always to their internal financial management and accountability obligations.
23. AHPRA will enter into any required contracts on behalf of the OBA, as the OBA does not have the power to enter into legally binding contracts.

#### **G. Review period**

24. This MOU is perpetual and will remain in force unless terminated.
25. Each party can terminate the MOU by providing three (3) months' written notice to the contact person for each other party.
26. The parties will review the obligations contained within this MOU and its operation at least every two years (or earlier by agreement).

#### **H. Commencement**

27. This MOU commences following approval from the GOsC, the OBA, the OCNZ and the AOAC. The evidence of that approval will be the signing of this MOU by the authorised representative of each party.

#### **I. MOU does not override laws**

28. Nothing in this MOU is intended to derogate from, or be inconsistent with, the legislative and other legal requirements in each of the United Kingdom, Australia and New Zealand as they may apply from time to time.

#### **J. MOU not intended to be legally binding**

29. Nothing in this MOU is intended to:
  - a. create any binding rights, powers, duties, liabilities or obligations;
  - b. waive, fetter, limit or affect the rights, powers, duties, liabilities or obligations of the parties;  
or
  - c. affect the due and proper performance of the statutory functions of the parties, or their ability to comply with any applicable statutory requirements or common law obligations.

#### **K. Amendment**

30. The parties may amend this MOU by agreement in writing, signed by an authorised representative of each party.

**Signed as a Memorandum of Understanding**

The GOsC, the OBA, the OCNZ, and the AOAC, having approved this MOU, agree that it commences on 3 August 2016

**On behalf of the General Osteopathic Council (UK) (GOsC):**

Signed:



Name (print): Tim Walker

Chief Executive and Registrar, General Osteopathic Council (UK)

Date: 21 July 2016

**On behalf of the Osteopathy Board of Australia (OBA):**

Signed:



Name (print): Nikole Grbin

Chair, Osteopathy Board of Australia

Date: 22 July 2016

**On behalf of the Osteopathic Council of New Zealand (OCNZ):**

Signed:



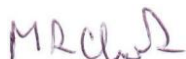
Name (print): Martin Lambert

Chair, Osteopathic Council of New Zealand

Date: 25 July 2016

**For the Australasian Osteopathic Accreditation Council (AOAC):**

Signed:



Name (print): Marion Clark

Chair, Australasian Osteopathic Accreditation Council

Date: 3 August 2016