

MEMORANDUM OF UNDERSTANDING

between the

General Osteopathic Council of the United Kingdom

and the

Department of Health and Social Care of the Isle of Man

1. Background

- 1.1 The General Osteopathic Council (**GOsC**) is established by the Osteopaths Act 1993 (the **UK Act**) and is the statutory regulator in the United Kingdom for osteopaths.
- 1.2 By virtue of Section 1(2) of the UK Act, it is the duty of the GOsC to develop and regulate the profession of osteopathy. In accordance with that Act, part of that work concerns the investigation and adjudication of allegations relating to registrants' fitness to practise.
- 1.3 The Department of Health and Social Care (**DHSC**) is the department of the Manx Government with responsibility for the promotion and provision of health services in the Isle of Man, a self-governing Crown Dependent Territory which is not part of the United Kingdom.
- 1.4 By virtue of the Health Care Professionals Act 2014 (the **Manx Act**), an osteopath may only practise in the Isle of Man if they are fully registered in accordance with the UK Act.

2. Aim of Memorandum

This MOU seeks to build a good working relationship between the GOsC and the DHSC (collectively, the **Parties**). The Parties recognise the importance of ongoing liaison, co-operation and, where appropriate, the co-ordination of their respective activities to ensure that service users are protected by the effective and proportionate regulation of osteopaths.

3. Liaison Arrangements

3.1 The Parties will each nominate a liaison officer to be the initial contact point for the GOsC and the DHSC respectively in relation to this MOU.

3.2 The role of the liaison officers will be:

- to ensure the effective exchange of information between the GOsC and the DHSC;
- to implement any joint or co-ordinated activities agreed between the GOsC and the DHSC;
- to co-ordinate the supply of evidence and information between the GOsC and the DHSC when one or other of them is taking any action against any person who is or purports to be an osteopath.

4. Sharing of information

4.1 The GOsC and the DHSC will share information relating to:

- any allegation concerning the fitness to practise of;
- any conviction for a criminal offence of; or
- any determination by either of them or any other regulatory body against; an osteopath who resides or practises in the Isle of Man.

4.2 If the GOsC takes or proposes to take any action against a Fully Registered Osteopath who resides or practises in the Isle of Man, it will inform the DHSC.

4.3 If the DHSC takes or proposes to take any action against a Fully Registered Osteopath who resides or practises in the Isle of Man, it will inform the GOsC.

4.4 If both the GOsC and the DHSC take or propose to take action against a Fully Registered Osteopath who resides or practises in the Isle of Man, the Parties will share documents for the purpose of assisting in the preparation of their respective cases, conserving resources and avoiding duplicated effort.

4.5 The GOsC and the DHSC will share information relating to any osteopath, or any person falsely claiming to be an osteopath, who resides or practises (or purports to practise) in the Isle of Man and who has been convicted of (or cautioned for), or in the opinion of either Party may have committed, an offence under Clause 6 (pretending to be a health care professional) or 7 (practising while registration is suspended) of the Manx Act or an offence under Section 32 of the UK Act.

4.6 The Parties shall exchange, publish and process information (including data) only to the extent permitted by law and any information supplied by one Party shall only be used by the other Party for the purpose for which it was obtained and, except as required by law, shall not be used for any other purpose or passed to a third party without the consent of the Party that supplied the information.

- 4.7 The exchange of information between the Parties shall, so far as is practicable, be conducted in a timely and accurate fashion and confirmed in writing (or electronic form).
- 4.8 "information" means any information recorded in any form; and "data" is defined in accordance with the Data Protection Act 2002 (An Act of Tynwald) or the Data Protection Act 1998 (An Act of Parliament) as appropriate.

5. GOsC Proceedings

- 5.1 The Parties acknowledge that, where the GOsC brings fitness to practise proceedings against an osteopath residing or working in the Isle of Man, such proceedings will generally take place in the UK, and it is the practice of the GOsC to conduct hearings in London.
- 5.2 If the GOsC commences or proposes to commence any proceedings against a Fully Registered Osteopath who practises or resides in the Isle of Man, it will inform the DHSC of those proceedings and the DHSC will provide the GOsC with such reasonable assistance in bringing those proceedings as the resources of the DHSC permit.

6. Resources

The GOsC and the DHSC acknowledge that this MOU is not intended to impose any undue financial obligations on the Parties or to require either of them to undertake any task beyond the extent that their respective resources permit.

7. Review and amendment

This MOU will be reviewed by the GOsC and the DHSC annually and, where necessary (and, in particular, following any amendment to the powers or procedures of either Party) any amendment to this MOU shall be agreed in writing between the GOsC and the DHSC.

8. Resolution of Disputes

Given their good working relationship, disputes are unlikely to arise between the Parties but, in the event that a dispute does arise, the GOsC and the DHSC will seek to resolve the dispute by agreement and, in the unlikely event that a satisfactory resolution cannot be achieved; the Parties will appoint an appropriate expert to determine the matter.

SIGNED on behalf of the Parties:



Mr Tim Walker
Chief Executive
General Osteopathic Council



Mr Mark Charters
Chief Executive
Department Health and Social Care
Isle of Man Government

Date 8/10/14