



## **Memorandum of Understanding**

### **1. Preamble**

1.1. This Memorandum of Understanding (MoU) is formulated to describe an informal (non-contractual) alliance between our respective organisations – BAMAN and the JCCP. The parties recognise that this MoU does not constitute a legal commitment or legally enforceable agreement.

1.2. This Memorandum of Understanding (MoU) forms the basis of a voluntary alliance between the following organisations:

- Joint Council for Cosmetic Practitioners – JCCP
- The British Association of Medical Aesthetic Nurses.

1.3. It is agreed that the parties will work together to agree the operating principles and components required to establish and promote best practice and standards within the context of:

- the Government's proposed regulatory framework for the delivery of non-surgical cosmetic procedures and hair restoration surgical treatments in the UK.
- Standards frameworks developed by BAMAN with specific reference to medical aesthetic nurses.
- Specific regulatory issues occurring in the devolved areas of the UK – Scotland, Wales and Northern Ireland.

1.4. This is not a contractual document and does not impose any legal obligation on any of the parties. The overall relationship described by the MoU is a voluntary arrangement, intended to demonstrate the willingness of all parties to work cooperatively for the benefit of public protection and patient safety.

## **2. Organisations**

### **Joint Council for Cosmetic Practitioners – JCCP**

2.1. The JCCP has been established as a ‘not for profit’ company limited by guarantee with charitable status.

2.2. The JCCP is a recognised voluntary self-regulator of the non-surgical aesthetic industry in the UK 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.

2.3. 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 JCCP/CPSA Code of Practice and 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).

2.4. The JCCP operates two registers that relate to aesthetic-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 in accordance with an agreed and approved set of national conduct, educational, performance, clinical and practice-based standards - this register is PSA accredited.

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

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

### **The British Association of Medical Aesthetic Nurses- BAMAN**

2.6. BAMAN has been established as a 'not for profit' organisation

2.7. BAMAN's primary objects are as follows:

(a) to act as the national association of nurses practising in the field of aesthetic medicine.

(b) to set standards for nurse practitioners engaging in the field of aesthetic medicine to provide support and guidance on best practice, to ensure satisfactory outcomes and safety of patients and nurses alike.

(c) to enhance the standards and training in all aspects of nursing care within the specialism of medical aesthetic practice.

(d) to develop and promote the practice of high standards of personal, professional and ethical conduct amongst its members.

(e) to advise those who wish to obtain information about aesthetic medicine and nursing.

(f) to engage with all key stakeholders in the aesthetic medicine sector in the development of policy, regulatory frameworks and best practice.

(g) to provide education, Continuing Professional Development (CPD) and services for members.

### **3. Objectives of the Partnership**

3.1. The general aim of this non-contractual partnership is to facilitate, inform and enable joint-working between the JCCP and BAMAN recognising that there may well be different approaches and views in relation to the setting and implementation of new regulatory frameworks and standards.

3.2. Specific objectives are as follows:

3.2.1. To work actively as key partners, drawing upon the expertise and counsel of staff and Trustees/Directors of each organisation in a mutually agreeable manner, to develop and enhance the performance of BAMAN and the JCCP to maximise public protection and patient safety.

3.2.2. To 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.

3.2.3. To work collaboratively to establish, maintain and further the credibility and reputation of both organisations in accordance with their explicit aims and objectives.

3.2.4. To collaborate to ensure the implementation of robust education and training standards for both BAMAN and JCCP Members.

3.2.5. To encourage Members/Registrants from both organisations to collect and submit data relating to adverse or untoward incident reporting for analysis by relevant bodies to inform a more robust evidence-focussed data base that can be utilised to improve the safety, effectiveness and efficiency of services, products and procedures deployed and practised across the sector.

3.2.6. To collect and share information to inform future innovation and development processes required to operate BAMAN and the JCCP in

association with relevant advice from members of the aesthetic industry in the UK.

3.2.7. To provide support to each other by sharing partners' unique skills with each other to facilitate the further development and reputation of BAMAN and the JCCP.

3.2.8. To ensure that the process of co-working and collaboration are appropriate, fair, open and inclusive.

#### **4. Matters of common interest**

4.1. 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.

4.2 These areas of common interest include (but are not limited to) the delivery of a framework of clinical and practice standards in the area of non-surgical aesthetic treatments and the agreed adoption and use of such standards by both BAMAN and the JCCP with the aim of furthering public protection and patient safety.

#### **5. Implementing the MoU**

5.1. To support on going good working relationships between the two organisations, we will aim to:

5.1.1. continue to collaborate to develop a richer understanding of our respective roles and responsibilities;

5.1.2. acknowledge and respect each other's different responsibilities, accountability structures and frameworks;

5.1.3. identify what degree of joint working would be appropriate in any given circumstance, recognising that this may develop or change over time;

5.1.4. establish and maintain effective channels of communication and intelligence sharing;

5.1.5. aim through discussion to explain and understand the reasons for any differences of view;

5.1.6. where there is benefit in doing so, take advantage of the opportunities for co-ordinated and shared scheduling of activities where appropriate, and

5.1.7. 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, we will respect that confidentiality;

5.1.8. 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;

5.1.9. proactively seek solutions to avoid or mitigate the effects of any disagreement that may impact on the delivery of either organisation;

5.2. Against this background we will aim to:

- undertake to allot one voting member Trustee position nominated by BAMAN to the JCCP Board of Trustees to enable influence and representation to be made as required.
- undertake activities as detailed in this M of U.
- maintain regular contact through the operational contacts named in section 10.

5.3 Both parties agree, where it considers it to be appropriate to:

- inform, and offer to brief and keep each party informed of developments in clinical and practice standards that will affect practitioners;

- consider and share any intelligence relating to clinical and practice-based standards and use this intelligence to inform any review and further development of future education and practice standards.

5.4. On a day-to-day basis, BAMAN and the JCCP should seek to resolve issues as they arise at an operational level. Those that cannot be resolved should be escalated to the respective strategic contacts, who if necessary will take a decision to escalate to the Executive Chair and Registrar of the JCCP and the Chair of the BAMAN Management Board (or their nominated Deputies) who will then be responsible for resolving the issue. Both organisations will commit to reaching a speedy resolution.

## **6. Exchange of Information**

6.1. 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 standards and registers for non-surgical practitioners and education and training providers.

6.2. 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.

6.3. We will, in line with the Freedom of Information Act 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.

## **7. Data Protection and Information Sharing Clause**

**7.1 Purpose Limitation:** Member data will only be collected, processed, and shared for specific, explicit, and legitimate purposes related to BAMAN's operations, including member support, education, training, and compliance with applicable legal or regulatory requirements.

**7.2 Data Sharing:** Member data will not be shared with third parties without the explicit consent of the member, except where required by law or where it is necessary for the fulfilment of BAMAN's contractual obligations to the member. In all cases, such sharing will adhere to strict data protection protocols.

**7.3 Security Measures:** BAMAN ensures that all data shared internally or with authorised external parties is safeguarded by adequate security measures, including encryption, access controls, and regular data audits.

**7.4 Transparency:** BAMAN will maintain a clear and accessible privacy policy outlining how member data is collected, stored, and shared. Members will be informed of their rights under the GDPR, including the right to access, correct, or request deletion of their data.

**7.5 Accountability:** Any data breaches or unauthorised disclosures will be addressed promptly in line with GDPR reporting requirements. BAMAN will take steps to mitigate risks and notify affected individuals and regulatory authorities as appropriate.

**7.6 Review and Training:** BAMAN will regularly review its data protection policies and ensure that staff are trained on GDPR compliance and the responsible handling of member data.

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

**8.1.** If the MoU needs to be amended or altered, then all changes will need to be endorsed signed off by Chair of BAMAN/Executive Chair of JCCP or their designated representatives within each organisation.



## 9. Term and Termination

9.1. 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 8.3.

9.2. Review of the MoU will commence approximately 6 months before its natural end-date, to allow for due consideration of cessation, amends or continuation.

9.3. This MoU may be terminated by either organisation by giving at least 3 months' notice in writing to the other party.

## 10. Contacts

For BAMAN, the designated contacts are as follows:

Chair – BAMAN

Sharon Bennett [chair@baman.co.uk](mailto:chair@baman.co.uk)

BAMAN nominated JCCP Trustee

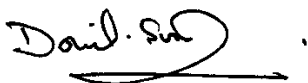
For the JCCP, the designated contacts are as follows:

Professor David Sines, CBE, Chair JCCP Email [david.sines@jccp.org.uk](mailto:david.sines@jccp.org.uk)

### Signatures

Chairperson JCCP

Chair - BAMAN



Date: 1<sup>st</sup> December 2024

10<sup>th</sup> January 2025