

Memorandum of Understanding between the Health and Care Professions Council (HCPC) and the British Association of Art Therapists

1. Introduction

- 1.1. This Agreement sets out a framework for effective liaison and communications by which the Health & Care Professions Council (HCPC) and the British Association of Art Therapists (together 'the Parties' and each respectively 'a Party') will work together and share information in order to meet their respective responsibilities in the education and training of Art Therapists and Art Psychotherapists.
- 1.2. The aims of this Agreement include:
 - 1.2.1. Effective working, information sharing and communication to assist both parties in the public interest
 - 1.2.2. To provide a framework for effective working communication between the two organisations
- 1.3. The parties recognise and respect their differing duties, operational priorities and constraints, independence of remits and confidentiality requirements. However, in the public interest they commit themselves to professional co-operation.

2. Legal status and effect

- 2.1. Nothing in this Agreement shall, or is intended to create any rights, liabilities or obligations which would have a binding effect in law. Nevertheless, the parties are genuinely committed to pursuing the aims and purposes of this Agreement in good faith and intend to act in accordance with its terms on a voluntary basis.

3. Roles and responsibilities

3.1. The HCPC

- 3.1.1. The HCPC is a statutory regulator of 15 health and care professions within the United Kingdom.
 - Arts therapists
 - Biomedical scientists
 - Chiroprodists / podiatrists
 - Clinical scientists
 - Dietitians
 - Hearing aid dispensers
 - Occupational therapists
 - Operating department practitioners
 - Orthoptists
 - Paramedics
 - Physiotherapists
 - Prosthetists / orthotists

- Radiographers
- Practitioner psychologists
- Speech and language therapists

3.1.2. HCPC approves education institutions and programmes leading to the right to join the statutory registers held by HCPC, by suitably qualified graduates of those programmes. HCPC uses a risk-based approach to approving, and maintaining approval of those institutions and programmes, and this MoU facilitates the sharing of data to inform that approach.

3.2.

3.2.1. The British Association of Art Therapists works to promote art therapy and provide professional support and advice to our members. We represent art therapy to commissioners, policymakers and opinion-formers and work to ensure that the wider public understands what art therapy is and how it can help transform lives.

3.2.2. Full Members are all qualified art therapists / art psychotherapists, regulated by the HCPC. Trainee Members are all in training on one of the HCPC-recognised postgraduate training courses and we have an Associate Membership category for anyone else interested in art therapy. We publish the peer-reviewed journal, International Journal of Art Therapy, a regular membership magazine, InSight and a fortnightly Bulletin for members, to keep them abreast of all the latest developments in the Art Therapy field. We provide a comprehensive range of CPD trainings for members and introductory courses for people interested in becoming an art therapist / art psychotherapist.

4. Information shared

4.1. Where it is lawful and in the public interest to do so, the parties agree to disclose information to the other where their roles and independent functions inter-relate and where it is appropriate to share information and contribute to the respective work of the other organisation.

4.2. It is not intended that personal data or special categories of personal data (or Criminal Offence data) be shared under this agreement.

4.3. The nature of information shared under this Agreement may include, although is not limited to:

- Information specific to providers / programmes which may assist the other party in undertaking their formal review activities;
- Information about systemic issues which may assist the other party in undertaking their formal review activities, or to influence focus areas across providers;
- Summary of information gathered through business processes which identifies broad themes and concerns about quality and standards of education and training;
- Significant developments or announcements which may impact the other party's work.

4.4. The HCPC intends to share the following information at specific process points:

- When an approval request is received – Provider, programme name, academic level, proposed start date, number of learners;
- Which providers / programmes will be engaged with the performance review process within the next academic year (yearly, in the summer);
- Where we trigger a formal review through the focused review process – the decision to review via focused review;
- Visitor findings on reviewing the provider's documentary submission – key themes we will focus on through continuing assessment;
- Public report on conclusion of the process.

5. Use of information received

- 5.1. The recipient of information received from the other party will use the information only for proper purposes, such as activities carried out to fulfil the parties' functions, as described in section Information shared.
- 5.2. Proper purposes may also include further lawful disclosure of the information such as to persons under investigation, witnesses, legal advisers, other regulators, professional bodies, prosecuting bodies, and law enforcement agencies including the police, HM Revenue and Customs, the Serious Organised Crime Agency (or any body that in future carries out the functions of such bodies).
- 5.3. In keeping with the HCPC's obligations to conduct its regulatory activity in an open and transparent way, it may reference information received which has been considered in assessments in its public quality reports.
- 5.4. The parties agree to liaise or co-operate where appropriate to avoid action that prejudices or may prejudice an investigation by another party or person.

6. Confidentiality of information received

- 6.1. Some information provided by each party may be confidential. Specific information which is confidential must be clearly marked to enable that information to be adequately protected until it may be made public. A time scale for release should be proposed if at all possible.
- 6.2. Each party will observe confidentiality as required in relation to shared information which is clearly indicated as not in the public domain. Information must not be disclosed by the receiving party to any third party without the agreement of the originating party. Such information may fall into the public domain at a later date with the agreement of both parties.
- 6.3. The confidentiality of the information shared is subject to any overriding legal obligations on the parties to disclose information. Where one party is obliged to disclose information to a third party, it will inform the originating party as soon as is practically possible.

7. Security, Retention and Assurance

7.1. Each party will take appropriate measures to ensure the security of the information received. Access to information shared will only be granted to those who have a genuine business need.

7.2. The parties agree to:

- Report data losses or wrongful disclosure to the Single Points Of Contact (SPOC);
- Only hold it while there is a business need to keep it;
- Destroy it in line with applicable guidelines;
- Provide assurance that they have complied with these principles, upon request.

8. GDPR, the DPA, Human Rights Act 1998 (HRA) and common law

8.1. Both parties undertake to comply with the requirements of the UK GDPR and the DPA 2018 and any relevant codes of conduct or certifications alongside the HRA and common law principles of confidentiality and privacy in the operation of this agreement.

9. Freedom of Information (Fol) Act 2000

9.1. HCPC is subject to the Fol Act. In the event that the HCPC (**Party A**) receives a Request for Information, the British Association of Art Therapists (**Party B**) shall:

- provide all necessary assistance and cooperation as reasonably requested by Party A to enable Party A to comply with its obligations under the FOIA and EIRs;
- transfer to Party A all Requests for Information relating to this MoU that it receives as soon as practicable and in any event within 2 Business Days of receipt;
- provide Party A with a copy of all Information belonging to Party A requested in the Request For Information which is in its possession or control in the form that Party A requires within 5 Business Days (or such other period as Party A may reasonably specify) of Party A's request for such Information; and
- not respond directly to a Request For Information unless authorised in writing to do so by Party A.

9.2. Party B acknowledges that Party A may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from Party B. Party A shall take reasonable steps to notify Party B of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this MoU) Party A shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

9.3. Notwithstanding any other term of this MoU, Party B consents to the publication of this MoU in its entirety (including variations), subject only to the redaction of

information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

- 9.4. Party A shall, prior to publication, consult with Party B on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. Party B shall assist and co-operate with Party A to enable Party A to publish this MoU.

10. Practical exchange of information

- 10.1. The SPOC for the HCPC is Tracey Samuel-Smith, Education Manager. The SPOC for the British Association of Art Therapists is Gary Fereday, Chief Executive. The parties acknowledge that information may be sent / requested from other individuals either from direct email mailboxes or a generic mailbox.
- 10.2. This Agreement recognises that some circumstances will require special handling and nothing prevents the organisations from making exceptional arrangements to meet specific or urgent needs in relation to a particular case or cases.

11. Resolving issues

- 11.1. Issues and problems that arise between the two will be resolved through discussion by the SPOCs, with escalation to more senior managers where necessary.

12. Reporting and review arrangements

- 12.1. This Agreement will remain in force until terminated by either party. Either party can terminate this Agreement by giving the other Party no less than three months' notice, in writing. In such cases the Agreement will terminate on the last day of the full month that is three months after the written notice being served.
- 12.2. Either party may propose amendments to this Agreement at any time but to become effective an amendment requires agreement of the other Party. Any changes to this Agreement will be agreed in writing. Amendments will come into effect on a date to be agreed by all Parties.
- 12.3. The parties will use their best endeavours to review its operation annually.
- 12.4. This agreement will cease to have effect if either Party is wound up and will not bind any successor bodies unless transfer is agreed and the agreement reissued under the name of the successor.

13. Liaison

- 13.1. There will be an informal meeting between the officers of both Parties to determine if any changes are required before the agreement is renewed and in addition, there may be regular informal contact at an operational level.

14. Transparency

- 14.1. This Agreement is a public document and the parties may publish it as they separately see fit.

15. Signatories

16/04/2024

20/22

X Tracey Samuel-Smith

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Tracey Samuel-Smith

Education Manager, HCPC

Signed by: Tracey Samuel-Smith

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Sign by: 121300251855505207286681e154e8d925d7c