



Comhairle na nDochtúirí Leighis  
Medical Council



Feidhmeannacht na Seirbhíse Sláinte  
Health Service Executive

**MEMORANDUM OF UNDERSTANDING  
CONCERNING COOPERATION IN MEDICAL EDUCATION AND TRAINING BETWEEN  
THE MEDICAL COUNCIL  
AND  
THE HEALTH SERVICE EXECUTIVE - MEDICAL EDUCATION & TRAINING UNIT**

**1. BACKGROUND**

The Medical Council established by the Medical Practitioners Act 1978 (updated in 2007), having its offices at Kingram House, Kingram Place, Dublin 2, Ireland; and the Health Services Executive (HSE) established by the Health Act 2004, having its office at Dr Steevens' Hospital, Dublin 8 hereby adopt this Memorandum of Understanding (MOU) concerning cooperation in the area of medical education and training.

The objective of the Medical Council is to protect the public and to deliver improvements in patient safety by promoting and better ensuring high standards of professional conduct and professional education, training and competence among registered medical practitioners.

The objective of the HSE - Medical Education and Training (MET) Unit is to use the resources available to it in the most beneficial, effective and efficient manner to improve, promote and protect the health and welfare of the public by ensuring that the medical education and training system in Ireland is responsive and in step with the needs of the Irish health service.

The two parties recognise the long tradition of medical education and training in Ireland and the positive impact of such education and training on clinical practice in Ireland.

The spirit in operating this MOU is underpinned by the principles agreed between the two parties as set out below. Any action relating to the operation of this Memorandum will thus be informed by these same principles.

This MOU will be informed by the principles of good corporate governance, transparency and fairness for the mutual benefit of both parties. In addition this Memorandum does not preclude either party from entering into similar memoranda of understanding with other interested parties insofar as there is no conflict of interest.

**2. PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING**

This MOU is intended to assist and support both the Medical Council and the HSE-MET Unit in performing their individual functions insofar as they relate to medical education and training. In particular it takes note of areas of potential co-operation and collaboration in the interest of patient safety and public protection. In setting out to achieve this the partners will seek to ensure that the medical education and training system in Ireland continues to produce doctors with a strong commitment to safe patient centred care, interdisciplinary team work, high ethical principles, life long learning and professional competency.

**3. GOVERNING LEGISLATION**

The Medical Council was established by the Medical Practitioners Act, 1978 which was updated in 2007 (MPA 2007). This updated Act has conferred the Medical Council with an increased number of statutory

functions that include responsibility for establishing standards for undergraduate education and postgraduate training of doctors. The principal functions of the Medical Council under the MPA 2007 include:

- Establish and maintain the Register of Medical Practitioners;
- Set and monitor standards for undergraduate and postgraduate education and training;
- Specify and review standards required for the maintenance of professional competence of registered doctors;
- Specify standards of practice for registered doctors and to provide guidance on all matters relating to professional conduct and ethics; and
- Conduct disciplinary procedures

The HSE was established by the Health Act 2004. This Act, together with the updated Medical Practitioners Act 2007, has conferred the HSE with a number of statutory functions in the area of medical education and training. The principal functions of the HSE - MET Unit in medical education and training as defined under these two Acts include:

- Facilitate the education and training of students training to be registered medical practitioners;
- Promote the development of specialist medical education;
- Undertake appropriate medical practitioner workforce planning;
- Assess on an annual basis the number and type of specialist medical training posts required by the health service; and
- Facilitate the maintenance of professional competence of registered medical practitioners.

#### **4. SCOPE OF THE MEMORANDUM OF UNDERSTANDING**

This MOU represents the understanding reached by the Medical Council and the HSE-MET Unit in relation to medical education and training. In particular:

- a. That both signatories have jurisdiction over different areas of regulation. This MOU is intended to cover areas of common interest or where co-operation will lead to better informed regulation;
- b. That both parties shall co-operate with each other in relation to medical education and training in accordance with the provision of this MOU subject to at all times acting in the best interests of patients and the public whilst fulfilling the statutory remit of the Medical Council and the HSE-MET Unit;
- c. That both signatories may in particular circumstances, limit the scope of disclosure of information particularly if the disclosure is contrary to the public interest or the interests of the participant concerned, would be in breach or inconsistent with statutory obligations or requirements or other obligations and requirements imposed by law;
- d. This MOU reflects the intentions of both parties. It is not intended by the parties to create legal obligations of any nature, either in domestic or international law. Both parties will however observe and give due respect to the confidentiality undertakings which they have expressed in this MOU; and
- e. Nothing in this MOU shall entitle either party to pledge credit or incur liabilities or obligations binding upon the other party or to act as the agent for the other party insofar as may be expressly agreed by each of the parties.

## **5. OBJECTIVES**

The Medical Council and the HSE-MET Unit having reached the above understanding are agreed that the objectives of this MOU are as follows:

- a) Both parties to work cooperatively to implement legislative responsibilities in medical education and training set out in the Health Act 2004 and the Medical Practitioners Act 2007. Specifically both parties will -

Facilitate the training of medical students, interns and specialist trainees via Medical Council accredited clinical placements at HSE/HSE-funded clinical training sites in order that these students and junior doctors may become eligible for entry in the Specialist Division of the Register of Medical Practitioners.

Work collaboratively to further develop and enhance the standard of medical education and training for the benefit of patients.

Work collaboratively to ensure the type and quantity of posts matches current and future training and service needs.

Work collaboratively to ensure junior doctors, not in formal specialist training programmes, are facilitated to maintain their professional competence.

- b) Both parties undertake to communicate as appropriate on all matters of strategic mutual and high level operational interest in areas including but not limited to workforce planning, structural reform and registration of medical practitioners. Communication will be conducted on both a formal basis through scheduled meetings and informally on an ad hoc basis.

- c) Both parties undertake to facilitate co-operation on cross-referral of concerns where one organisation believes that it falls within the remit of the other. In the conduct of this activity both organisations will respect, maintain and adhere to all requirements of the relevant legislation.

For the Medical Council this includes but is not limited to: circumstances where the Medical Council, through its statutory complaints and inquiry processes, performance assessment procedures, accreditation or quality assurance of clinical training sites activity becomes aware of information regarding potential deficits in the standard of education and training provision and/or education and training structures on HSE or HSE funded training sites.

For the HSE-MET Unit this includes but is not limited to: circumstances where HSE through its education and training processes becomes aware of information regarding potential deficits in the standard of education and training provision and/or education and training structures on HSE or HSE funded training sites.

- d) Both parties undertake to collaborate on communication and information sharing activities. The purpose of which will be to establish communication mechanisms to facilitate an understanding of the respective fields of operation of both organisations; and to examine and pursue opportunities to collaborate on initiatives in areas in medical education and training where it is deemed by both organisations to effectively contribute to public protection and patient safety.

## **6. CONFIDENTIALITY**

### **a. Medical Council**

- i. Nothing in this MOU requires the Medical Council to release confidential information to the HSE-MET Unit except in accordance with law.
- ii. Unless otherwise required by law, the Medical Council will not disclose any information received from the HSE-MET Unit under this MOU, except with the written consent of HSE-MET Unit. If disclosure is required by law, the Medical Council will take all reasonable

measures to ensure that the information received from HSE-MET Unit will be disclosed in a manner that protects the information from any disclosure that is not required or authorised by law.

- iii. Unless otherwise required by law, the Medical Council will not use the information disclosed to it under this MOU for any other purpose than the performance of its regulatory activities/statutory functions.

**b. Health Services Executive**

- i. Nothing in this MOU requires the HSE-MET Unit to release confidential information to the Medical Council, except in accordance with law.
- ii. Unless otherwise required by law, the HSE-MET Unit will not disclose any information received from the Medical Council under this MOU, except with the written consent of the Medical Council. If disclosure is required by law, the HSE-MET Unit will take all reasonable measures to ensure that the information received from the Medical Council will be disclosed in a manner that protects the information from any disclosure that is not required or authorised by law.
- iii. Unless otherwise required by law, the HSE-MET Unit will not use the information disclosed to it under this MOU for any other purpose than for the purposes of giving effect to the provisions of the 2007 Act.

**7. FINANCIAL ARRANGEMENTS**

Each party will be solely responsible for the administration and expenditure of its own resources associated with activities conducted under this MOU.

**8. VARIATION**

Any provision of this MOU may be amended at any time by the mutual consent in writing of the parties via the respective signatories.

**9. EFFECTIVE DATE**

This MOU will come into effect upon the date of signature of both signatories and will continue in effect until terminated in accordance with clause 11.

**10. AGENCY CONTACT**

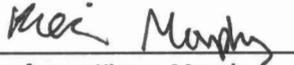
The liaison officers responsible for the administration of this MOU are:

- a. For the Medical Council, the person holding the position of Director of Professional Development & Practice; and
- b. For the HSE, the person holding the position of Business Manager, MET Unit.

**11. TERMINATION**

- a. Either party may, at any time, give written notice of termination to the other party. This MOU (excepting clause 6) will terminate six months after the date of receipt of the notice of termination.
- b. The termination of this MOU will not affect the confidentiality undertakings expressed by the Participants in this MOU and any commitments given under or as a consequence of this MOU in respect of any arrangement or action taken during the period before the termination takes effect.

Signed in Dr. Steevens' Hospital on this 23<sup>rd</sup> day of January 2013



Professor Kieran Murphy  
President



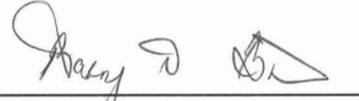
Ms. Caroline Spillane  
CEO

For and on behalf of the Medical Council

Signed in Dr. Steevens' Hospital on this 23<sup>rd</sup> day of January 2013



Prof. Eilis McGovern  
National Programme Director of Medical Education



Mr. Barry O'Brien  
HR National Director

For and on behalf of the Health Service Executive – Medical Education and Training Unit