
Memorandum of understanding between
Northern Ireland Centre for Pharmacy
Learning and Development (NICPLD) and the
Pharmaceutical Society of Northern Ireland (PSNI)

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1.0 Introduction

- 1.1 The Memorandum of Understanding (MoU) outlines the basis of cooperation between NICPLD and the PSNI in relation to the pharmacist foundation training year (FTY). It is intended to provide a framework to assist the joint working of the two organisations in order to support each organisation's role and functions.
- 1.2 The MoU is a statement of principle; detailed operational protocols and guidance are agreed as required.
- 1.3 Although NICPLD and the PSNI agree to adhere to the contents of this MoU, it is not intended to be a legally binding document. It does not override the organisations' statutory responsibilities or functions nor infringe the autonomy and accountability of the parties to the agreement.

2.0 Aims and objectives

- 2.1. The overarching aims of this MoU are to:
 - a. maintain the safe practice of pharmacy and confidence in pharmacy services and pharmacy professionals; and
 - b. support the development and delivery of the FTY.
- 2.2. Its specific objectives are to:
 - a. support the effective sharing of expertise and experience;
 - b. support the sharing of information and intelligence as necessary to support each organisation's functions and the aims of this MoU;
 - c. define the circumstances in which the two organisations will act jointly and independently;
 - d. facilitate working together more effectively; and
 - e. be transparent about areas of co-operation.

3.0 Functions of the PSNI and NICPLD

- 3.1 The PSNI is the independent regulator for pharmacists and pharmacy premises in Northern Ireland. Its role is to protect, promote and maintain the health, safety and wellbeing of patients and the public who use pharmacy services in Northern Ireland by upholding standards and public trust in pharmacy.
- 3.2 The functions of the PSNI are set out in The Pharmacy (Northern Ireland) Order 1976 and include:
 - a. setting standards for the education and training of pharmacists;
 - b. maintaining a register of pharmacists and pharmacies;
 - c. setting the standards that pharmacists have to meet throughout their careers;
 - d. investigating concerns that pharmacists are not meeting the standards and taking action to restrict their ability to practise when this is necessary to protect patients and the public or to uphold public confidence in pharmacy;
 - e. setting standards for registered pharmacies which require them to provide a safe and effective service to patients.

- 3.3. The Order provides for inspection of registered pharmacies, by the Medicines Regulatory Group Pharmacy Inspectors, to check if they are meeting the standards.
- 3.4. In addition, the PSNI has enforcement powers and duties under the Poisons Act 1972, the Medicines Act 1968, the Humans Medicines Regulations 2012 and the Veterinary Medicines Regulations. These enforcement duties/powers mainly relate to the sale and supply of medicines from registered pharmacies.
- 3.5. The FTY will be accredited by the General Pharmaceutical Council (GPhC) in accordance with the agreed methodology. PSNI have an approval role in respect of FTY, as per schedule 1 of the Pharmaceutical Society (General) Regulations 1994. Provided the agreed methodology is followed, the PSNI will endorse the decision of the GPhC and will communicate its approval in writing to NICPLD after each GPhC accreditation outcome.
- 3.6. NICPLD is commissioned by the Department of Health and funded under the HPSS (1972) Order to provide better patient care by designing, commissioning, quality assuring and providing education, training and lifelong learning for the HSC pharmacy workforce in Northern Ireland.
- 3.7. NICPLD is accountable, through the Queen's University Belfast, to the Department of Health for all funded educational activity.
- 3.8. The NI Committee of Postgraduate Pharmaceutical Education and Training advises the Chief Pharmaceutical Officer (DoH) on all matters relating to funded education and training, including those related to workforce development.
- 3.9. NICPLD develops effective and efficient multi-professional education and promotes / participates in research and development. This includes workforce development, together with capacity and capability of the profession in Northern Ireland. The functions of NICPLD support education and training, developing roles, skill mix, clinical governance and regulation, and include:
 - a. the provision of direct, distance and eLearning courses
 - b. development and quality management of the pharmacist FTY
 - c. development and quality management of undergraduate experiential learning in NI
 - d. postgraduate course funding
 - e. post-registration foundation training
 - f. non-medical prescribing training
 - g. advanced practice training
 - h. post-qualification training for pharmacy technicians

4.0 Principles of co-operation

- 4.1. PSNI and NICPLD intend that their working relationship will be characterised by:
 - a. making decisions that promote patient and public safety;
 - b. sharing information and intelligence responsibly;
 - c. subject to reasonable confidentiality and any legislative restrictions, advising each other of matters of concern;

- d. working together openly, transparently and constructively;
- e. respecting each other's independent status;
- f. using resources effectively and efficiently; and
- g. addressing overlaps or gaps in activity or information gathering.

5.0 Areas of co-operation

- 5.1 PSNI and NICPLD will collaborate and exchange information necessary to fulfil their statutory functions.
- 5.2 The working relationship between PSNI and NICPLD will be characterised by regular contact and open exchange of information gathered during their normal business (as legally possible and necessary for each organisation's statutory functions). This will be kept under review by the nominated contacts within PSNI and NICPLD who will meet regularly.
- 5.3 The Pharmacy (Northern Ireland) Order 1976 sets out the PSNI's duty to protect the public who use pharmacy services and the services provided by pharmacists. To facilitate this work, it is important that intelligence or information held by NICPLD that could indicate that a pharmacy professional's fitness to practise is impaired or that a pharmacy's service(s) pose a risk to the people using them, is shared with the PSNI on a timely and secure basis.
- 5.4 The Health and Personal Social Services Order (1972) Order sets out the funding arrangements for NICPLD which is currently based in the School of Pharmacy at Queen's University Belfast and Commissioned by the Department of Health to support development of the Northern Ireland pharmacy workforce, including trainee pharmacists and pharmacy students, through its various programmes. The PSNI will share intelligence with NICPLD that impacts professional, student or premises registration relevant to the FTY.
- 5.5 In general terms and subject to case law, confidential or personal information will only be disclosed if there is an overriding necessity: for example, a legal obligation or a patient or public safety reason. Personal data will be disclosed only to the appropriate staff member of the other party responsible for dealing with the issue to which such personal data relates.
- 5.6 Where NICPLD or PSNI encounter specific concerns that may impact on the work of the other, they will at the earliest opportunity convey the concerns and supporting information to a named individual with relevant responsibility at the other organisation (Appendix A).
- 5.7 NICPLD will inform the PSNI of any information gathered in the course of its normal business that raises concern about;
 - a. a registrant's (pharmacist or trainee pharmacist) fitness to practise. Trainee pharmacist fitness to practise is managed in accordance with NICPLD and to practice procedures respectively
 - b. the safe and effective running of a registered pharmacy

- 5.8. The information could relate but is not limited to complaints; death or injury to patients; alleged or suspected professional misconduct or health issue affecting an individual's capability; serious service failures; failure to supervise trainee pharmacists; or adverse incidents or events.
- 5.9. The PSNI will, in accordance with its referral policies, inform NICPLD if it is investigating concerns where there may be implications for an individual's FTY, for example:
- a. the fitness to practise of a registrant who is an educational supervisor or a pharmacist designated prescribing practitioner
 - b. the safe and effective running of a registered pharmacy that is an approved training site.
- 5.10. If a staff member from either organisation is in doubt as to whether information should be referred, they will seek guidance from the relevant persons specified in Appendix A.
- 5.11. NICPLD is responsible for the quality management of the FTY as set out Standards for the initial education and training of pharmacists. NICPLD is responsible for the design, management and monitoring of the FTY in NI.
- 5.12. PSNI will carry out the functions necessary to maintain its student register and work collaboratively with the General Pharmaceutical Council (GPhC) in regard to accreditation and the common registration assessment.
- 5.14. NICPLD and the PSNI will work collaboratively with others involved in the FTY such as DoH, universities, employers, students and trainee pharmacists.

6.0 Sharing information

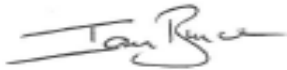
- 6.1. Both organisations hold and use information about organisations and individuals to perform their core functions. The PSNI and NICPLD will share information where it is necessary in order to perform these functions effectively and where it is in the public interest.
- 6.2. It is understood by both organisations that statutory and other constraints on the exchange of information will be fully respected, including the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the ICO and which are applicable to a party.
- 6.3. Where information shared under this MoU falls within the scope of a request for information under either the Freedom of Information Act 2000 (FOIA) or data protection legislation, the organisation receiving the request will consult the other party before any disclosure is made. This is so that they are aware of the potential impact of any disclosure on the work of the other party. Both organisations recognise that the final decision on disclosure will rest with the organisation that receives the request.

- 6.4 A data sharing schedule will be agreed between PSNI and NICPLD prior to the start of each FTY. This will set out what data is being shared, the format of the data, the frequency and timing of the sharing and which organisation is responsible for sharing the data.

7.0 Duration and review

- 7.1 This MoU is not time-limited and will continue to have effect until the principles described need to be altered or cease to be relevant. Both organisations will monitor its impact and effectiveness on an ongoing basis and it will be formally reviewed every three years. The MoU may be reviewed more urgently at any time at the request of either party and updated as required on agreement by both parties.
- 7.2. Both organisations have identified a person responsible for the management of this MoU in Appendix A. They will liaise as required to ensure this MoU is kept up to date, identify any emerging issues and resolve any questions that arise in the working relationship between the two organisations.
- 7.3. Subject to Applicable Law, both Parties agree that this document and its signature can be established in electronic form by facsimile, or a scanned copy sent via email, or by digital signature where authentication and audit trail can be established and that, in electronic form, they shall be deemed originals.

Dated this 30 day of August 2024

Signed for and on behalf of Pharmaceutical Society NI	Signed for and on behalf of Queen's University of Belfast (Northern Ireland Centre for Pharmacy learning and Development)
	
Name Jonathon Patton	Name Professor Ian Bruce
Title Chief Executive	Title Faculty Pro-Vice-Chancellor
Date 30 August 2024	Date 26 th Sept 2024

Appendix A – MoU contacts

PSNI

Name	Role	Contact details
MoU management		
Emer Hopkins	Head of Regulation Strategy and Education	Emer.hopkins@psni.org.uk

NICPLD

Name	Role	Contact details
MoU management		
Lisa Smith	Postgraduate Pharmacy Dean	Lisa.Smith@qub.ac.uk
Dr Heather Bell	Associate Postgraduate Pharmacy Dean	H.Bell@qub.ac.uk
Other contacts		
nicpld-fty@qub.ac.uk		