



A Memorandum of Understanding (MoU) between The Scottish Further and Higher Education Funding Council and NHS Education for Scotland (2016-19)

Introduction

1. The objective of this MoU is to set out the terms which the Scottish Further and Higher Education Funding Council (SFC), a Non-Departmental Public Body (NDPB) of the Scottish Government established formally on 3 October 2005 under the terms of the [Further and Higher Education \(Scotland\) Act 2005](#) and having a place of business at Apex 2, 97 Haymarket Terrace, Edinburgh EH12 5HD and NHS Education for Scotland (NES) established as a Special Health Board by the NHS Education for Scotland Order 2002 Scottish Statutory Instrument 2002, No 103 and having a place of business at 102 West Port, Edinburgh EH3 9DN, have agreed will apply to their future cooperation and collaboration to achieve the objectives set out in annual successive mutually agreed Joint Action Plans.
2. The purpose of this MoU is to ensure that the two organisations complement and strengthen each other's respective roles and functions in seeking to meet Government priorities, develop joint ways of working to help meet the skills needs of the health sector, avoid duplication of effort and resources, and wherever possible, seek to foster collaboration among the key stakeholders.
3. This MoU is not a contract, is not legally enforceable and does not transfer any functions and responsibilities. However, SFC and NES agree to adhere to the principles within the MoU showing proper regard for each other's activities.
4. SFC and NES will keep this MoU and Joint Action Plans under review as set out in paragraphs 9-26, updating them as necessary.

Functions and Responsibilities

NHS Education for Scotland

5. NES is a special health board, responsible for supporting NHS frontline services delivered to the people of Scotland by developing and delivering education, training and workforce development for those who work in and with NHS Scotland. The business of NES covers the undergraduate, postgraduate and continuing professional development continuum supported by effective research. NES works closely with the education sector and is developing a role across health and social care and within the wider public sector.
6. NES has statutory responsibilities set out in its Commissioning order, The NHS Education for Scotland Order 2002: SSI 2002 No. 103, as amended by The NHS Education for Scotland Amendment Order 2006: SSI No 79. These provide for NES to be a Special Health Board for the whole of Scotland and for it to exercise all functions of the Scottish Ministers in relation to education and training relating to the health service, including but not limited to: making facilities available for education, research and training; and co-ordinating, funding and advising on education and training for all persons providing or intending to provide services under the [National Health Services \(Scotland\) Act 1978](#) (article 4).

The Scottish Funding Council

7. The Scottish Further and Higher Education Funding Council (SFC) is a Non-Departmental Public Body (NDPB) of the Scottish Government and was established formally on 3 October 2005 under the terms of the [Further and Higher Education \(Scotland\) Act 2005](#). The Council replaced the former Scottish Further Education Funding Council (SFEFC) and the Scottish Higher Education Funding Council (SHEFC) and brought together funding and support for Scotland's colleges and universities under one body.

Scope of this Memorandum of Understanding

8. This MoU relates to the areas of interface between SFC and NES. It does not place additional responsibilities on either organisation; or imply any transfer of responsibility from one to the other; or sharing of statutory responsibilities.

Management of this Memorandum

9. The responsibility for monitoring performance against the terms of this agreement will rest with the Chief Executive of SFC and the Chief Executive of NES.

10. Responsibility for developing the annual Joint Action Plans will rest with a NES/SFC Group composed of senior officers in the appropriate Directorate or Branch.
11. Progress on Joint Action Plans will be reported to the Scottish Funding Council and the NES Board by the NES/SFC Forum, and the Chairs will meet on an annual basis to review the objectives and the associated actions.
12. SFC and NES agree to exchange such information as is necessary to fulfil their commitments as set out within Joint Action Plan.
13. Wherever possible, both organisations will seek to avoid duplication of work and will identify and capitalise the added value of working together.
14. Where possible, SFC and NES will jointly commission specific projects in ways that seek to minimise non-essential bureaucracy and maximise efficiency and effectiveness.
15. It is understood by SFC and NES that all statutory requirements applicable to both organisations will be fully respected as will the requirements of the [Data Protection Act 1998](#) and the [Freedom of Information \(Scotland\) Act 2002](#).
16. Subject to its obligations under the Freedom of Information (Scotland) Act 2002, each organisation will take appropriate steps to protect the confidential nature of documents and information that the other may provide including draft reports, identified problem areas or financially sensitive information. Personal information is subject to the Data Protection Act 1998 and should not normally be disclosed without the consent of the subject.
17. Each organisation will endeavour to ensure that their staff is aware of and understand the content of this MoU – and of any revisions - and the expectations it places on individual members of staff.
18. Any proposed significant amendments to this MoU, or to the agreed Joint Action Plans and any of the joint actions will be put to the NES Board and the Council within SFC for consideration.

Resources

19. In their partnership work, SFC and NES will seek to make the most effective use of existing resources within both organisations.
20. NES and SFC will jointly fund a post with responsibility for ensuring the effective communication between the two organisations and to manage elements of Joint Action Plans.
21. Both organisations will allocate appropriate and sufficient resources to achieve the outcomes set out in Joint Action Plans.

22. In all cases where resources are committed to joint activities or actions, agreement will be reached before any liabilities are incurred.

Reconciliation of Disagreement

23. Any disagreements relating to this MoU will normally be resolved amicably at the working level. If this is not possible, senior managers at both organisations should seek to settle any issue. The Chief Executives of SFC and NES will jointly be responsible for ensuring a mutually satisfactory resolution and will become personally involved only where necessary.

Review of this Memorandum of Understanding

24. This MoU will be reviewed annually by senior managers in both organisations with a report being prepared for the Chief Executives of both organisations, the Council and the NES Board.
25. This MoU and the working arrangements will also be reviewed as necessary following any pertinent changes to legislation, policies, procedures and structures of the parties concerned.
26. This Memorandum of Understanding will have a minimum duration of three years and shall be extended thereafter subject to mutual consideration and agreement.