

**MEMORANDUM OF UNDERSTANDING**  
between the  
**Gibraltar Medical Registration Board**  
and the  
**General Dental Council of the United Kingdom**

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**1. Background**

- 1.1 The Gibraltar Medical Registration Board (**GMRB**) is established by the Medical and Health Act, 1997<sup>1</sup> (the **Gibraltar Act**) and is the statutory regulator in Gibraltar of the 23 allied health professions identified in Schedule 13 to that Act, including Dental Hygienist, Dental Technician, Dental Therapist and Orthodontic Therapist (“the Dental Professions”).
- 1.2 The General Dental Council (GDC) is governed by the Dentists Act 1984 (as amended) [(the **UK Act**)] and is the statutory regulator in the United Kingdom of dentists and dental care professionals (dental hygienists, dental therapists, clinical dental technicians, dental technicians, orthodontic therapists and dental nurses).
- 1.3 Gibraltar is a British Overseas territory which is not part of the United Kingdom.<sup>2</sup> However, by virtue of section 24B(1) of the Gibraltar Act, a person may only practise in the Dental Professions listed in (1.1) in Gibraltar if that person satisfies the GMRB that he or she is:
- of good character; and
  - registered in the relevant register in respect of that profession maintained by the GDC under the UK Act (a **registered practitioner**).

**2. Aim of Memorandum**

- 2.1 The aim of this Memorandum of Understanding (**MOU**) is to establish, develop and foster a good working relationship between the GMRB and the GDC (collectively, the **Parties**) in the interest of protecting the public in their respective jurisdictions.
- 2.2 The Parties recognise the importance of ongoing communication and co-operation and, where appropriate, the co-ordination of their respective activities to ensure that the public is protected by the effective and proportionate regulation of registered practitioners.

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<sup>1</sup> Act No.1997-25, as amended

<sup>2</sup> By virtue of Article 355(3) of the Treaty on the Functioning of the European Union, as the UK is responsible for its external relations, Gibraltar is part (but not a Member State) of the European Union. Accordingly, relevant EU legislation, notably Directive 2005/36/EC on the recognition of profession qualifications applies to Gibraltar at it does to the UK.

### **3. Liaison Arrangements**

- 3.1 The Parties will each nominate a liaison officer to be the initial contact point for the GMRB and the GDC respectively in relation to this MOU.
- 3.2 The role of the liaison officers will be:
- to ensure the effective exchange of information between the GMRB and the GDC;
  - to implement any joint or co-ordinated activities agreed between the GMRB and the GDC;
  - to co-ordinate the supply of evidence and information between the GMRB and the GDC if one or other of them is taking any action against any person who is or purports to be a member of one of the relevant professions.

### **4. Sharing of information**

- 4.1 The GMRB and the GDC will share information relating to the registration status of registered practitioners for the purpose of ensuring that their respective registers are accurate and that, in their respective jurisdictions, only those persons who are entitled to do so practise a relevant profession.
- 4.2 The GMRB and the GDC will share information relating to a registered practitioner who resides or practises in Gibraltar in respect of:
- any allegation or complaint of substance concerning that person's fitness to practise;
  - that person's conviction for a criminal offence; or
  - any determination by either of them or any other regulatory body against that person.
- 4.3 If the GMRB takes or proposes to take any action against a registered practitioner who resides or practises in Gibraltar, it will inform the GDC.
- 4.4 If the GDC takes or proposes to take any fitness to practise action against a registered practitioner who resides or practises in Gibraltar, it will inform the GMRB.
- 4.5 If both the GMRB and the GDC take or propose to take action against a registered practitioner who resides or practises in Gibraltar, wherever possible, the Parties will share documents for the purpose of assisting in the preparation of their respective cases, conserving resources and avoiding duplicated effort.
- 4.7 The exchange of information between the Parties shall, so far as practicable, be conducted in a timely and accurate fashion and confirmed in writing (or electronic form).

### **5. Data protection**

- 5.1 The Parties shall exchange information only to the extent permitted by law and, in particular, shall comply with the Data Protection Act 2004<sup>3</sup> (an Act of the Parliament

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<sup>3</sup> Act. No. 2004-01

of Gibraltar) and the Data Protection Act 1998<sup>4</sup> (an Act of the United Kingdom Parliament) in the respect of the exchange of any information which constitutes personal data within the meaning of those Acts.

5.2 Any information supplied by one Party shall only be used by the other Party for the purpose for which it was obtained and, except as required by law, shall not be used for any other purpose or passed to a third party without the consent of the Party that supplied the information.

## 6. GDC Proceedings

6.1 The GDC has powers under the UK Act to investigate where it receives information that a registrant's fitness to practise may be impaired by reason on their conduct, health or performance. The process for handling this information is set out in the UK Act and accompanying secondary legislation.

6.2 If the GDC commences or proposes to commence any investigation against a registered practitioner who resides or practises in Gibraltar, it will inform the GMRB of those proceedings and the GMRB will provide the GDC with such reasonable assistance in bringing those proceedings as the resources of the GMRB permit.

## 7. Resources

The GMRB and the GDC acknowledge that this MOU is not intended to impose any undue financial obligations on the Parties or to require either of them to undertake any task beyond the extent that their respective resources permit.



## 8. Review and amendment

This MOU will be reviewed by the GMRB and the GDC annually and, where necessary (and, in particular, following any amendment to the powers or procedures of either Party) any amendment to this MOU shall be agreed in writing between the GMRB and the GDC.

## 9. Resolution of Disputes

Given their good working relationship, disputes are unlikely to arise between the Parties but, in the event that a dispute does arise, the GMRB and the GDC will seek to resolve the dispute by agreement and, in the unlikely event that a satisfactory resolution cannot be achieved; the Parties will appoint an appropriate expert at joint cost to determine the matter.

**SIGNED** on behalf of the Parties on **15<sup>th</sup> July 2015** by:

	
Dr. Vijay Kumar Chairman Gibraltar Medical Registration Board	Evlynn Gilvarry Chief Executive and Registrar General Dental Council

<sup>4</sup> 1998 c. 29, as amended