

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**THE COLLEGES OF MEDICINE OF SOUTH AFRICA NPC**

**AND**



**THE HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA**

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## 1.0 PREAMBLE

The Health Professions Council of South Africa (the "HPCSA") and The Colleges of Medicine of South Africa NPC ("CMSA") (hereinafter jointly referred to as the "Parties" and separately as a "Party");

**RECOGNISING** the need to advance the objectives for enhancing the standard of education and training for medical specialists in South Africa, and further recognising the strengths of the Parties;

**DESIRING** to establish a working relationship and to co-operate with each other by respecting the identity, mandate and/or role held by each Party for the purposes of education and training,

**CONSIDERING** that the Medical and Dental Professions Boards ("MDPB") is mandated, in terms of the Health Professions Act, 1974 (Act No. 56 of 1974) (the "Act"), to control, amongst others, the determination of appropriate education and training requirements in the health professions registrable under the Act, the registration of students and health practitioners and the determination of appropriate standards for professional practice of students and health practitioners;

### **CONSIDERING FURTHER:-**

- a) that the MDPB is established in terms of section 15 of the Act . The MDPB has *control and exercise authority in respect of all matters pertaining to the education and training of persons in medicine. The MDPB has the following functions:*
- a. Determining and ensuring maintenance of minimum standards for education and training and professional practice.
  - b. Determining and ensuring upholding of standards for education and training.

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- c. Registration of interns for internship
- d. Registration of Doctors for community service

b) the CMSA was registered in 1955 as a non-profit making body. It conducts examinations in the following:-

- i. "Fellowships", recognized by the HPCSA for specialist registration.
- ii. Certificate examinations which are recognized by the HPCSA for registration as subspecialists.
- iii. Examinations for Diploma and Higher Diploma qualifications recognised by the HPCSA as additional qualifications.

The CMSA has 28 constituent Colleges which represent all the disciplines of medicine and dentistry as follows:-

1. College of Anaesthetists
2. College of Cardiothoracic Surgeons
3. College of Clinical Pharmacologists
4. College of Dentistry
5. College of Dermatologists
6. College of Emergency Medicine
7. College of Family Physicians
8. College of Forensic Pathologists
9. College of Maxillo-Facial and Oral Surgeons
10. College of Medical Geneticists
11. College of Neurologists
12. College of Neurosurgeons
13. College of Nuclear Physicians
14. College of Obstetricians and Gynaecologists
15. College of Ophthalmologists
16. College of Orthopaedic Surgeons
17. College of Otorhinolaryngologists
18. College of Paediatricians

19. College of Paediatric Surgeons
20. College of Pathologists
21. College of Physicians
22. College of Plastic Surgeons
23. College of Psychiatrists
24. College of Public Health Medicine
25. College of Radiation Oncologists
26. College of Radiologists
27. College of Surgeons
28. College of Urologists

c) That Universities are mandated by Statute to offer accredited postgraduate academic programmes which lead to the award of Masters degrees, including the MMed degree and:

- i. Enrol registrars in their MMed programmes for vocational and academic training as specialists and sub-specialists; and
- ii. Award Master of Medicine qualifications for appropriate specialties.
- iii. Are subject to a rigorous process of quality assurance exercised through the Council for Higher Education
- iv. Are ultimately responsible for the quality control of the education and assessment their registered students receive

## 2.0 DEFINITIONS

In this Memorandum of Understanding, unless the context otherwise indicates:-

**“CMSA”** means The Colleges of Medicine of South Africa;

**“effective date”** means the date on which this MoU is signed by a party signing last;

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“**examinations**” means the National Professional Exit Examination which is a requirement for registration as Specialists and Subspecialists in in terms of the Act;

“**HPCSA**” means the Health Professions Council of South Africa established in terms of section 2 of the Act;

“**MDPB**” means the Medical and Dental Professions Board established in terms of section 15 of the Act;

“**MoU**” means this Memorandum of Understanding; and

“**Service level agreement**” means the service level agreement to be entered into between the parties to implement the MoU, which shall specify the obligations, rights and liabilities as well as minimum requirements of the Parties to implement this MoU, which are not specified in this MoU.

### **3.0 PURPOSE OF MoU**

The purpose of this MoU is to create a constructive working relationship and an understanding between the Parties, as well as to foster a relationship of mutual co-operation, support and assistance in respect of the examinations.

### **4.0 COMPETENT AUTHORITIES**

The competent authorities responsible for the implementation of this MoU shall be-

- a. in respect of HPCSA, The Registrar/CEO of the HPCSA; and
- b. in respect of CMSA, the CEO.

## **5.0 AREAS OF CO-OPERATION**

The MDPB hereby, in terms of 15B(1)(b) read with section 25(2) of the Act, appoints the CMSA to conduct the examinations and or evaluations as requirements necessary in part fulfilment of the conditions for registration as a specialist or subspecialist and to report on the outcomes thereof to the MDPB with effect from the date of signature hereof.

The terms of reference for this MoU shall be detailed in the service level agreement which shall be reviewed on a regular basis.

The Parties record that it shall not be possible to implement all the provisions of this MoU until the service level agreement has been entered into between the Parties.

## **6.0 EXAMINATION ENTRY REQUIREMENTS**

The candidates must meet the requirements as determined by the relevant accredited education and training institutions.

Holders of the primary and/or intermediate exams from HPCSA accredited programmes (to wit CMSA and South African M.Med examinations) will be eligible for the national professional examination, subject to any institution-specific entry requirements.

The research component will not be a condition of entry to the exam unless specified by the candidate's training institution and if this is the requirement, the CMSA will ensure that entrance to the exam will not be granted if the requirement is not met.

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## **7.0 DISCIPLINARY MEASURES AND PROCEDURES**

The CMSA's Code of Conduct for Examination shall apply to all candidates and all examinations held under the auspices of the CMSA. CMSA shall on quarterly basis provide HPCSA and the relevant University with a report on disciplinary matters. The HPCSA shall be entitled but not obliged to have an observer present during the examinations.

## **8.0 GRIEVANCES AND COMPLAINTS BY CANDIDATES**

The CMSA shall advise candidates who participate in the examinations that any grievances or complaints relating to the examinations shall be lodged in writing with the Academic Registrar of the CMSA in terms of the CMSA's Examination Appeals Mechanism. CMSA shall on quarterly basis provide HPCSA and the relevant University with a report on the grievance or complaints lodged, indicating the outcomes thereof.

## **9.0 COSTS**

The CMSA shall defray its costs for conducting examinations from the fees payable by candidates to the CMSA. The CMSA shall at the inception of this MOU and thereafter at beginning of each year disclose to the HPCSA the fee payable by candidates. The cost of the exam will be in full for the account of the candidate.

## **10.0 GOOD FAITH**

The Parties shall display good faith in their dealings with each other.

## **11.0 CONFIDENTIALITY**

- 1) The Parties recognise that information, agreed to or noted by the Parties to be confidential, may be passed from one Party to the other Party for



purposes of the MoU and/or the service level agreement, and that confidential Information may arise from the implementation of the MoU and or the service level agreement (“**confidential information**”).

- 2) A Party shall not divulge and shall ensure that all and any of its employees or agents shall not divulge to any person, other than the duly authorised representatives of the other Party and its own staff, and only if this is necessary for the proper rendering of the services under the MoU and/or the service level agreement, any confidential information arising out of the performance of, related to or discovered in the course of the performance of the services required under this MoU and/or the without the prior written authority of the other Party, unless ordered by a court of law
- 3) The Parties shall ensure that examiners, invigilators, and moderators act in accordance with this clause.

## **12.0 PUBLICATION**

Neither Party may publish or publicly disclose any confidential information without the prior written consent of the other Party, which consent may not be unreasonably withheld, unless ordered by a court of law.

## **13.0 INTELLECTUAL PROPERTY**

- (1) All reports in paper, electronic or any other recorded format, produced by the MDPB as a result of this MoU and/or the service level agreement, shall remain the property of the MDPB which shall be entitled to use same for any purpose whatsoever and without payment to the CMSA.
- (2) Notwithstanding the above, intellectual property rights shall vest in the Party originating or holding legal title to such property.
- (3) Any question paper/s in respect of the examinations shall remain/s the property of the CMSA.
- (4) The portfolio template shall be the property of the CMSA, while the contents thereof shall be the property of the candidate who shall have completed the template during the examinations.

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(5) Examination results shall be the property of the HPCSA.

#### **14.0 GENERAL**

This MOU shall not affect the independence of either Party, nor shall a Party be entitled or have the power or authority, for any purpose or in any form whatsoever, to:-

- i) enter into an agreement in the name of the other Party;
- ii) give any warranty, indemnification or undertaking on the other Party's behalf; or
- iii) create any liability for or against the other Party.

#### **15.0 DISPUTE RESOLUTION**

In the event of a dispute arising out of this MoU, the party raising the dispute shall give the other party the notice of such a dispute whereupon parties shall endeavour to resolve the dispute within thirty (30) days through negotiations.

In the event that the dispute remains unresolved, the parties hereby agree to refer the dispute to be arbitrated upon by a neutral arbitrator mutually agreed upon. The decision of the arbitrator so appointed shall be final and binding upon the parties. The parties shall equally share the costs of arbitration.

#### **16.0 DOMICILIUM AND NOTICES**

- (1) The Parties choose as their *domicilium citandi et executandi* for purposes of any notice or service of any document under this MoU, the following addresses:-

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(a) **HPCSA**

PHYSICAL ADDRESS	POSTAL ADDRESS
<b>553 Madiba Street ARCADIA PRETORIA 0083 Tel: (012) 338 9492</b>	<b>P.O. Box 205 PRETORIA 0001  Fax: (012) 338 9492</b>

(b) **CMSA**

PHYSICAL ADDRESS	POSTAL ADDRESS
<b>17 Milner Road RONDEBOSCH CAPE TOWN 7000 Tel: (021) 689 9533</b>	<b>17 Milner Road RONDEBOSCH CAPE TOWN 7000 Fax: (021) 685 3766</b>

- (2) A Party shall, immediately after the change in such Party's address under sub-clause (1), and if already available, notify the other Party in writing of the new address for the purposes of an amendment to this clause.
- (3) A notice of change of address shall be served on the other Party by means of a prepaid registered mail or facsimile.


**17.0 COMMENCEMENT, DURATION AND TERMINATION OF THIS MoU**


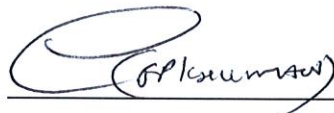
- (1) This MoU shall commence on the date of signature thereof by both Parties for an initial period of five (5) years. This MoU may be renewable at the discretion of the MDPB subject to satisfactory performance on the part of CMSA.




- (2) This MoU shall remain in force from the date of signature thereof in terms of sub-clause (1), unless: –
- a. terminated by either of the Parties by giving at least six months written notice in advance to the other Party; or
  - b. terminated by mutual consent of the Parties, which consent shall be reduced to writing, signed by both Parties and be effective from the date agreed upon by the Parties.
- (3) Notwithstanding sub-clause (2), either Party shall have the right to terminate this MoU with immediate effect where the other Party has committed a material breach of the provisions of this MoU.
- (4) This MoU is subject to the parties entering into a service level agreement within six (6) months from the date of signature hereof.

Thus signed at PRETORIA on this 17 day of JUNE 2014

  
 B. NTSHABA-MATSHABA  
 FOR AND ON BEHALF OF THE HPCSA  
 REGISTRAR/ CEO (Duly Authorised)

Witness: 1.  T. Bolekang 2. 

  
 FOR AND ON BEHALF OF CMSA  
 CHIEF EXECUTIVE OFFICER (Duly Authorised)

Witness: 1.  2. 