



**Ombwdsmon  
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Cymru • Wales

Cyngor  
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Cyffredinol

General  
Medical  
Council

# **Memorandum of Understanding between the Public Services Ombudsman for Wales and the General Medical Council**

**14 March 2025**

## Introduction to the Memorandum of Understanding

1. The purpose of this Memorandum of Understanding (MoU) is to set out a framework to support the working relationship between the Public Services Ombudsman for Wales (PSOW) and the General Medical Council (GMC).
2. The working relationship between PSOW and GMC is part of the maintenance of an assurance system in Wales which promotes patient safety and high quality care.
3. PSOW and the GMC are committed to exploring ways to develop increasingly more effective and efficient partnership working to promote quality and safety within their respective regulatory remits.
4. PSOW looks into complaints from members of the public that they have suffered an injustice as a result of service failure or maladministration by public bodies, which include healthcare providers.
5. The GMC is the independent regulator for doctors, physician associates (PAs), and anaesthesia associates (AAs) in the UK. The responsibilities and functions of PSOW and GMC are set out at [Annex A](#).
6. The MoU does not override the statutory responsibilities and functions of PSOW and the GMC and is not enforceable in law. However, PSOW and the GMC agree to adhere to the contents of the MoU.

## Principles of cooperation

7. The PSOW and GMC intend that their working relationship will be characterised by the following principles:
  - a. The need to make decisions which promote patient safety
  - b. Respect for each organisation's independent status
  - c. The need to maintain public and professional confidence in the two organisations
  - d. Openness and transparency between the two organisations, as to when cooperation and exchange of information is and is not considered necessary or appropriate.
  - e. The need to use resources effectively and efficiently.

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- f. The parties will be open and transparent in their decisions about when and where it is considered appropriate for them to work collaboratively.

## Areas of co-operation

- 8. The working relationship between PSOW and GMC involves cooperation in the following areas. Named MoU contacts for each organisation are identified at [Annex C](#).

### Cross-referral of concerns

- 9. Where PSOW or GMC encounters a concern which falls within the remit of the other's responsibility, they will promptly share the concern and relevant information with the appropriate contact at the other organisation. If there appears to be an issue of patient safety and/or the administration of justice the referring organisation will not wait until its own investigation has concluded before making the referral.
- 10. In particular, PSOW will refer to the GMC:
  - a. Any identified concerns and relevant information about a doctor, PA or AA which may call into question their fitness to practise.
  - b. Any identified concerns and relevant information about a healthcare organisation or a part of that organisation which may call into question its suitability as a learning environment for medical students, doctors, PAs or AAs in training.
  - c. Any identified concerns and relevant information about a healthcare organisation which may call into question the robustness of its system of appraisal and clinical governance.
- 11. In particular, the GMC will refer to PSOW:
  - a. Any concerns and relevant information about a healthcare organisation or public service in Wales, which may call into question the quality and safety of the services it provides.
- 12. If a concern relates to the other organisation's remit, but there is uncertainty whether the concern is sufficiently serious to engage their processes, this should be discussed with one of the key contacts identified in [Annex C](#).

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## **Seeking and giving advice**

13. Each organisation agrees to consider any request to provide advice to the other on matters within its competence. Providing advice will be subject to the availability of resources, the scope of advice falling within the functions of the organisation, and otherwise the absence of conflict with the functions of the organisation requested to provide that advice. This advice doesn't replace the need for each party to get their own legal advice or assess the impact of their own policies and reports if needed. Advice from one organisation to another does not constitute legal advice.

## **Training and guidance**

14. Each organisation will consider requests to provide material relating to training or guidance to the other on matters within its remit or competence. Fulfilling such requests will be subject to the availability of resources and the absence of conflict with its own functions or policies.
15. The PSOW and the GMC may carry out joint training, or issue joint guidance, where to do so is in the interests of each organisation and users of services. Joint training may be developed and/or delivered together as appropriate.

## **Reporting**

16. The GMC and PSOW may, so far as the statutory framework and functions of each organisation permit, produce a joint report on any matter where this is in the interests of the efficient and effective discharge of the functions of each organisation.

## **Joint external communications**

17. Each organisation may seek to involve the other in meetings, conferences and public discussions relating to collaborative work.
18. Where appropriate, and where it is in the interests of both the GMC and PSOW, each organisation may with the agreement of the other issue joint press releases or public statements on matters or cases substantially within the remit of both the GMC and PSOW.
19. Each organisation will also as they consider appropriate, liaise with the media contact of the other on current issues likely to be of interest to the public. No joint press releases will be issued without the agreement of both Parties. This doesn't impact or limit the autonomy of either organisation to issue press releases.

## **Strategic collaboration**

20. The PSOW and the GMC will have regard to circumstances in which their objectives may be best served by collaboration. Each party will seek to consider the other when planning their work programmes and identify any possibilities for joint working. Opportunities for collaboration may include joint research, data contribution and other activities as they are identified.

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## Exchange of information

21. Cooperation between PSOW and GMC may require the exchange of information. All arrangements for collaboration and exchange of information set out in this MoU and any supplementary agreements will take account of and comply with privacy law, including the UK General Data Protection Regulation 2018, the Data Protection Act 2018, the Common Law requirements for confidentiality, section 76 Health and Social Care Act 2008, as well as any PSOW and GMC codes of practice, frameworks or other policies relating to confidential personal information. In particular, both parties will comply with any governance requirements relating to security and retention of personal data and process data in accordance with the statutory rights of individuals.
22. Both PSOW and GMC are subject to the Freedom of Information Act 2000. If one organisation receives a request for information that originated from the other, the receiving organisation will seek the views of the other prior to disclosing such information and take any such views into account when determining how to respond to the request for that information. Neither organisation shall be bound by the position of the other and each shall be responsible for determining the response to any request it receives.
23. Where confidential material obtained from, or shared by, the originating party is wrongfully disclosed by the party holding the information, this party will bring this to the attention of the originating party without delay. This is in addition to obligations to report a personal data breach under the UK GDPR and/or Data Protection Act 2018 where personal data is contained in the disclosed information.
24. Appropriate security measures shall be agreed to ensure the secure transfer of personal data in accordance with the sensitivity of the information.

## Resolution of disagreement



25. Any disagreement between PSOW and the GMC will normally be resolved at operational level. If this is not possible, it may be brought to the attention of the MoU contacts identified at [Annex C](#) who may then refer it upwards through those responsible, up to and including the Chief Executive of the GMC and the Ombudsman who will then jointly be responsible for ensuring an agreed resolution.

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## Duration and review of this MoU

26. This MoU originally came into effect from 14 March 2025 when it was signed by the Chief Executive of the GMC and the Ombudsman . This MoU is not time-limited and will continue to have effect unless the principles described need to be altered or cease to be relevant. The MoU may be reviewed at any time at the request of either party, but should as a minimum be reviewed every three years.
27. Both organisations have identified MoU contacts at [Annex C](#) and these will liaise as required to ensure this MoU is kept up to date and to identify any emerging issues in the working relationship between the two organisations.

## Signed

Michelle Morris <b>Public Services Ombudsman for Wales</b>	Gethin Matthew-Jones Head of GMC Wales <b>General Medical Council</b>
Signature 	Signature 
Date 14 March 2025	Date 10 March 2025

# Annex A

## Responsibilities and functions

28. The PSOW and the General Medical Council (GMC) acknowledge the responsibilities and functions of each other and will take account of these when working together.

### **Responsibilities and functions of PSOW**

29. The PSOW has a statutory role to look into complaints about public services and independent health and social care providers in Wales. PSOW also investigates complaints that members of local government bodies have broken their authority's code of conduct. PSOW is independent of all government bodies. PSOW's role is:

- To consider complaints about public bodies, some privately arranged or funded healthcare (in limited circumstances), and social and palliative care services.
- To consider complaints that members of local authorities have breached the code of conduct.
- To put things right and put people back in the position they would have been in if they had not suffered an injustice and work to secure the best possible outcome where injustice has occurred.
- To work with bodies so that lessons from investigations are learned.
- To undertake "Own Initiative Investigations" into matters of wider public interest within the Ombudsman's jurisdiction
- To promote continued improvement in the standards of public services in Wales by helping bodies to get it right first time – to work to reduce complaints by helping service providers to improve their decision making.

### **Responsibilities and functions of the GMC**

30. The responsibilities and functions of the GMC are set out primarily in the Medical Act 1983 (the Medical Act), The Anaesthesia Associates and Physician Associates Order 2024 and the Next GMC Order\*.

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\* The name of the order which relates to the three professions (doctors, physician associates and anaesthesia associates) under GMC regulation has yet to be confirmed by DHSC. This will be updated as part of the next scheduled annual review of the agreement, if said order name is confirmed by that date.

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31. The GMC is the independent regulator of doctors, physician associates (PAs) and anaesthesia associates (AAs) in the UK.

We work with them and other stakeholders to:

- set the standards of patient care and professional behaviours doctors, PAs and AAs need to meet.
- make sure doctors, PAs and AAs get the education they need to deliver good, safe patient care.
- check who is eligible to work as a doctor, PA or AA in the UK and work with them and their employers to confirm they're keeping up to date and meeting the professional standards we set.
- give guidance and advice to help doctors, PAs and AAs understand what's expected of them.
- investigate where there are concerns that patient safety, or the public's confidence in doctors, PAs or AAs may be at risk, and take action if needed.



## Annex B

### Legal Basis for sharing personal information between the PSOW and GMC

Both PSOW and GMC are data controllers acting alone for the purposes of UK GDPR and where appropriate EU GDPR.

Where the GMC identifies that personal data it holds ought to be shared with PSOW in order to fulfil its obligations the GMC's legal basis for sharing data under the UK GDPR is:

- Legal obligation (Article 6(1)(c)). The Medical Act 1983 creates a duty to cooperate with relevant parties
- Public task (Article 6(1)(e)). The Medical Act 1983 creates a statutory gateway to share Fitness to Practise information where this is in the public interest.

Where this includes special category data, the GMC's legal basis under Article 9 of the UK GDPR is Article 9(2)(g) – reasons of substantial public interest with a clear basis in law. The substantial public interest condition is condition 6: for statutory and government purposes under Schedule 1 of the DPA 2018.

Where the PSOW identifies that personal data it holds ought to be shared with the GMC, the information will be shared because the processing is necessary for the performance of its public task duties (Article 6(1)(e) of the UK GDPR). The PSOW's public task duties are set out in the Public Services (Wales) Act 2019 (the PSOW Act). Under section 69(2)(j) of the PSOW Act information may be disclosed if it "is likely to constitute a threat to the health or safety of one or more persons and the Ombudsman thinks it should be disclosed in the public interest."

In relation to special category personal data, the PSOW's legal basis under Article 9 of the UK GDPR is also Article 9(2)(g) – reasons of substantial public interest with a clear basis in law. The substantial public interest condition is condition 6: for statutory and government purposes under Schedule 1 of the DPA 2018.

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## Annex C

### Contact details

<b>Public Services Ombudsman for Wales</b> 1 Ffordd yr Hen Gae Pencoed CF35 5LJ  Telephone: 0300 790 0203	<b>General Medical Council</b> Regent's Place 350 Euston Road London NW1 3JN  Telephone: 0161 923 6602
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Named contacts between PSOW and the GMC are as follows:

<b>Chief Executive/Ombudsman</b> <b>(internal escalation policies should be followed before referral to Chief Executives)</b>	
<b>Michelle Morris</b>  Public Services Ombudsman Email: <a href="mailto:Marilyn.morgan@ombudsman.wales">Marilyn.morgan@ombudsman.wales</a>	<b>Charlie Massey</b>  Chief Executive and Registrar Email: <a href="mailto:Ch.Massey@gmc-uk.org">Ch.Massey@gmc-uk.org</a>

<b>MoU Contacts</b>	
Ania Rolewska Head of Policy, Communications and EDI Telephone: 01656 644203 <a href="mailto:Ania.rolewska@ombudsman.wales">Ania.rolewska@ombudsman.wales</a>	Andrew Richardson Intelligence & Insight Manager Telephone: 0161 923 6665 Email: <a href="mailto:andrew.richardson@gmc-uk.org">andrew.richardson@gmc-uk.org</a>

<b>GMC Wales (non-FtP queries)</b>	
	Gethin Matthews-Jones Head of GMC Wales Telephone: 0207 189 5042 Email: <a href="mailto:Gethin.Matthews-Jones@gmc-uk.org">Gethin.Matthews-Jones@gmc-uk.org</a>

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Information Governance	
Alison Parker Information Governance Manager Telephone: 01656 644200 Email: <a href="mailto:information.request@ombudsman.wales">information.request@ombudsman.wales</a>	Andrew Ledgard Head of Information Policy Telephone: 020 7189 5418 Email: <a href="mailto:andrew.ledgard@gmc-uk.org">andrew.ledgard@gmc-uk.org</a>

Media	
Ania Rolewska Head of Policy, Communications and EDI Telephone: 01656 644203 <a href="mailto:Ania.rolewska@ombudsman.wales">Ania.rolewska@ombudsman.wales</a>	Natalia Kannas Head of News – reactive Telephone: 020 7189 5041 Email: <a href="mailto:natalia.kannas@gmc-uk.org">natalia.kannas@gmc-uk.org</a>