NHS
Surrey Heartlands

CORP11

Standards of Business Conduct and Conflicts of Interest Policy

including Receipt of Gifts, Hospitality and Inducements, Commercial Sponsorship and Working with Industry

Policy number	CORP11
Version	1.0
Approved by	ICB Board (recommended by the former CCG's Audit Committee)
Name of originator/ author	Justin Dix, Head of Corporate Governance and Risk Natasha Moore, Governance Manager
Owner (director)	Anthony Shipley, Director of Governance
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Version control sheet

Version	Date	Author	Status	Comments / changes since last version
0.1	May 2022	SyH Governance Team		Former CCG policy slightly updated to reflect new ICB context

Equality statement

Surrey Heartlands Integrated Care Board (ICB) is committed to promoting equality and diversity in all its activities and to promoting inclusive processes, practices, and culture.

- We will strive to work to eliminate any unlawful or unfair discrimination including direct or indirect discrimination, discrimination by association, discrimination linked to a perceived characteristic, harassment, and victimisation.
- We will remain proactive in taking steps to ensure inclusion and engagement for all the people who work for and with us.
- We will continue to strive towards a culture that is diverse and inclusive that recognises and develops the potential of all staff and service users.
- We recognise the business benefits and opportunities of having a diverse community of staff who value one another and realising the contribution they can make to achieving the ICB's vision.

This includes promoting equality and diversity for all irrespective of:

- age*
- disability*
- ethnic group*
- gender*
- gender reassignment*
- religion or belief*
- sexual orientation*
- marriage and civil partnership*
- pregnancy and maternity*
- carers
- people with diverse communication needs
- veterans

*Under the Equality Act (2010) these are known as "protected characteristics".

In addition, it includes promoting equality and diversity for,

The ICB aims to meet the diverse needs of our service, population, and workforce, ensuring that none are placed at a disadvantage over others. We consider the Human Rights Act 1998 and promote equal opportunities for all. We embrace the seven staff pledges in the NHS Constitution that represent a commitment by the NHS to provide high-quality working environments for staff. This policy is consistent with these pledges.

This document has been assessed to ensure that no employee or member of the public receives less favourable treatment based on their protected characteristics.

Members of staff, volunteers or members of the public are invited to request assistance with this policy if they have needs. If the member of staff has language difficulties and difficulty in understanding this policy, the use of an interpreter will be considered.

Equality Analysis

Equality analysis is a way of considering the effect on different groups protected from discrimination by the Equality Act, such as people of different ages. There are two reasons for this:

- to consider if there are any unintended consequences for some groups
- to consider if the policy will be fully effective for all target groups

Title of Policy: Standards of Business Conduct and Conflicts of Interest Policy	**Policy Ref:** SOBC 01
Assessment conducted by (name, role): Justin Dix, Joint Head of System Governance	**Start date for analysis:** 20/08/21 **Finish date:** 20/08/21
Give a summary of the policy. Explain its aim. See Section 1	
Who is intended to <u>benefit from</u> this policy? *Explain the aim of the policy as applied to this group.* To provide openness and transparency of business and decision making undertaken by the ICB.	
1. Evidence considered: *What data or other information have you used to evaluate if this policy is likely to have a positive or an adverse impact upon protected groups when implemented?* This policy has been written in line with legal requirements and statutory guidance.	
2. Consultation: *Give details of all consultation and engagement activities used to inform the analysis of impact.* N/A	
3. **Analysis of impact:** *In the boxes below, identify any issues in the policy where equality characteristics require consideration for either those abiding by the policy or those the policy is aimed to benefit, based upon your research.* *Are there any likely impacts for this group? Will this group be impacted differently by this policy? Are these impacts negative or positive? What actions will be taken to mitigate identified impacts?*	
a) **Age** Ageism is prejudice or discrimination on the grounds of a person's age. Ageism can affect anybody, regardless of their age	None

b) **Disability** A person has a disability (by law) if they have a physical or mental impairment which has a substantial and long-term adverse effect on that person's ability to carry out normal day-to-day activities.	None
c) **Gender reassignment** Gender reassignment is a personal, social, and sometimes medical process by which a person's gender appears to others to have changed. Anyone who proposes to, starts, or has completed a process to change his, her or their gender is protected from discrimination under the Equality Act. A person does not need to be undergoing medical supervision to be protected.	None
d) **Marriage or civil partnership** This is the relationship between two people who are husband and wife, or a similar relationship between people of the same sex (as defined by Marriage (Same Sex Couples) Act 2013). Civil partners must be treated the same as married couples on a wide range of legal matters.	None
e) **Pregnancy and maternity (adoption is covered within this)** Pregnancy - being pregnant or expecting a baby. Maternity is the period after the birth or adoption and is linked to maternity and adoption leave in the employment context.	None
f) **Race** Race characteristics refers to a group of people defined by their race, colour, and nationality (including citizenship) ethnic or national origins.	None
g) **Religion and belief** Religion refers to any religion while belief comprises religious and philosophical beliefs including lack of belief. Generally, a belief should affect your life choices or the way you live for it to be included in the definition.	None
h) **Sex** This is defined as a person's legal sex; in the UK this is recognised as either being a man or a woman. Sex is more commonly referred to as gender identity, which is the internal sense of being male, female, a combination of male and female, or neither male nor female.	None
i) **Sexual orientation** Refers to a persons' orientation or attraction towards; the same sex, opposite sex or to both sexes.	None

j) **Carers**[1] A carer is anyone, including children and adults who looks after a family member, partner or friend who needs help because of their illness, frailty, disability, a mental health problem or an addiction and cannot cope without their support. The care they give is unpaid.	None
4. Monitoring: *How will you review/monitor the impact and effectiveness of your actions?* N/A	

[1] Being a carer is not an equality characteristic and is not protected under the Equality Act 2010. However, the ICB is committed to ensuring consideration of their policies and plans on carers.

Contents

Policy

1. Introduction, Purpose and Aims

Statutory Requirement:

If conflicts of interest are not managed effectively by Integrated Care Boards (ICBs), confidence in the probity of commissioning decisions and the integrity of the decision makers involved could be seriously undermined. However, with good planning and governance, ICBs should be able to avoid these risks.

1.1. This policy is an integral part of the ICB's corporate governance framework, through which it seeks to demonstrate robust governance arrangements for accountability, transparency, and probity. It sets out comprehensive systems and processes to manage conflicts of interest; receipt of gifts, hospitality, inducements, and commercial sponsorship, so that people can be held to account for their decisions and the public can have confidence in the integrity and effectiveness of our decision making. This policy has been reviewed at a time of legislative change and CCGs were supposed to be abolished on the 31st of March 2022 but will now on Thursday 30 June 2022 be abolished. It is therefore an interim revision pending a new organisation taking over the CCG's responsibilities. It is intended that an appropriate new policy will be in place for April 2022 considering the legislative and other changes that will have occurred.

1.2. Additionally, the role of the system since this policy was written has changed significantly and standards of conduct (and management of conflicts of interest) now require a more visible degree of governance between organisations and across Surrey Heartlands and its constituent "places".

1.3. The ICB needs to demonstrate that its approach to governance and accountability is 'front-and-centre' of its organisational planning. The purpose of this policy is to support staff awareness, navigation, and promotion of compliance so they can demonstrate public accountability and probity in their decision making to the patients and population they serve.

1.4. This policy aims to:

- Safeguard clinically led and integrated commissioning, whilst ensuring objective investment decisions;
- Enable commissioners and their partners in the system to demonstrate that they are acting fairly and transparently and in the best interests of their patients and local populations;
- Uphold confidence and trust in the NHS;

- Support commissioners and their partners in the system to understand when conflicts (whether actual or potential) may arise and how to manage them if they do;
- Be a practical resource and toolkit with scenarios and a web link to comprehensive case studies to help the ICB and its partners identify conflicts of interest and appropriately manage them; and
- Ensure that the policy operates within the legal framework.

IN SUMMARY:

The following is covered in this policy:

- **Section A:** Declarations of Interest for individuals of an ongoing nature. This covers what, when and how to declare interest for staff.
- **Section B:** covers Receipt of Gifts; Hospitality and Inducements; Commercial Sponsorship for Individuals. This includes receipt of gifts, hospitality, inducement, or commercial sponsorship applicable to one individual or practice and to one individual event.
- **Section C:** applicable to those involved on behalf of the ICB in working with industry (inc. the pharmaceuticals' industry) or other organisations potentially supplying the NHS. This includes sponsorship of ICB/s' events/ projects/ programmes.

Appendix 1 distinguishes between the sections and processes within this policy.

2. Statutory Requirements

2.1. The Health and Social Care Act sets out clear requirements of ICBs to make arrangements for managing conflicts of interest and potential conflicts of interest, to ensure they do not affect or appear to affect the integrity of the ICB's decision making processes.

2.2. This policy takes account of the legislative framework and national guidance including:

- The legal duty under Section 14O (conflicts of interest) of the National Health Service Act 2006, inserted by the Health and Social Care Act 2012;
- NHS England published guidance for CCGs on the discharge of their functions under this section[2];

2 NHS England Guidance, June 2017: Managing Conflicts of Interest: Revised Statutory Guidance for CCGs

- National guidance published in circular HSG (93)5 entitled "Standards of Business Conduct for NHS Staff (as amended)"[3], and the requirements of the Bribery Act 2010[4];
- Guidance issued by professional bodies including the British Medical Association (BMA)[5], the Royal College of General Practitioners[6] and the General Medical Council (GMC)[7];
- Representatives of the pharmaceuticals' industry must comply with the ABPI Code of Practice for the Pharmaceuticals' industry[8];
- Guidance on the procurement rules including The Public Contract Regulations 2015[9] and The National Health Service (procurement, patient choice and competition) (no.2) regulations 2013[10];
- All national guidance that the ICBs adhere to through their Standing Orders; Standing Financial Instructions (including Prime Financial Policies) and ICBs' Constitutions that have been adopted by their Board. These are mandatory for all employees of the ICB (as per section 4: Scope); and
- Embodies the values and rights enshrined in the NHS Constitution[11];

2.3. Link to further NHS England Guidance for CCGs on Managing Conflicts of Interest, Conflicts of interest summary guides (role specific and case studies):

- www.england.nhs.uk/commissioning/pc-co-comms/coi/
- Q&As - www.england.nhs.uk/publication/managing-conflicts-of-interest-in-the-nhs-questions-and-answers/
- Example case studies: www.england.nhs.uk/publication/managing-conflicts-of-interest-ccg-case-studies/

2.4. This policy should be read in conjunction with the ICB's Anti-Fraud Bribery and Corruption Policy.

2.5. Principles

"Good governance leads to good management, good performance, good stewardship of public money, good public engagement and, ultimately, good outcomes. It builds public and stakeholder confidence that health and healthcare is in good hands."[12]

[3] NHS England Standards of Business Conduct Policy, March 2019: Standards of Business Conduct Policy for NHS Staff

[4] Bribery Act 2010 http://www.legislation.gov.uk/ukpga/2010/23/contents

[5] BMA Guidance on conflicts of interest for GPs in their role as commissioners and providers: http://www.bma.org.uk/support-at-work/commissioning/ensuring-transparency-and-probity

[12] Towards establishment; Creating responsive and accountable ICBs (NHS Commissioning Board)

2.5.1. This section sets out the principles of good governance to be observed by those who are serving as members of the Board, committees or take decisions where they are acting on behalf of the public or spending public money.

2.5.2. In addition to the above to support the management of conflicts of interest, the following principles apply:

- **Do business appropriately**: Conflicts of interest become much easier to identify, avoid and/or manage when the processes for needs assessments, consultation mechanisms, commissioning strategies and procurement procedures are right from the outset, because the rationale for all decision making will be clear and transparent and should withstand scrutiny;
- **Be proactive, not reactive**: Commissioners should seek to identify and minimise the risk of conflicts of interest at the earliest possible opportunity, both internally and in the context of any system partnerships and collaboration that is taking place;
- **Be balanced and proportionate**: Rules should be clear and robust but not overly prescriptive or restrictive. They should ensure that decision-making is transparent and fair whilst not being overly constraining, complex or cumbersome;
- **Be transparent:** Document clearly the approach and decisions taken at every stage in the commissioning cycle so that a clear audit trail is evident;
- **Create an environment and culture** where individuals feel supported and confident in declaring relevant information and raising any concerns.

2.6. In addition, the following should be considered:

- The Nolan Principles[13];

[7] GMC| Good medical practice, 2013: http://www.gmc-uk.org/guidance/good_medical_practice.asp and http://www.gmc-uk.org/guidance/ethical_guidance/21161.asp

[8] ABPI Code of Practice for the Pharmaceutical Industry

[9] The Public Contract Regulations, 2015: http://www.legislation.gov.uk/uksi/2015/102/contents/made

[10] The NHS (Procurement, Patient Choice and Competition) (No.2) Regulations, 2013 http://www.legislation.gov.uk/uksi/2013/500/contents/made

[11] https://www.gov.uk/government/publications/the-nhs-constitution-for-england/the-nhs-constitution-for-england

[12] Towards establishment; Creating responsive and accountable ICBs (NHS Commissioning Board)

[13] The 7 principles of public life, 1995 https://www.gov.uk/government/publications/the-7-principles-of-public-life

- The Good Governance Standards for Public Services (20040, Office for Public Management (OPM) and Chartered Institute of Public Finance and Accountancy (CIPFA);[14]
- The Equality Act 2010[15]; and
- The UK Corporate Governance Code[16].

2.7. ICBs and their partners should bear in mind the following:

- A perception of wrongdoing, impaired judgement or undue influence can be as detrimental as any of them actually occurring;
- If in doubt, it is better to assume the existence of a conflict of interest and manage it appropriately rather than ignore it; and
- For a conflict of interest to exist, financial gain is not necessary;
- Where individuals are acting for more than one organisation it may be necessary to undertake an enhanced review of their interests to reflect the public interest.

2.8. Review and Revision of the Policy

2.8.1. This policy forms part of the suite of Prime Financial and Corporate Governance Policies which will be subject to annual review.

2.8.2. This policy will be reviewed by the Audit Committee before approval by the Board.

3. Definitions

3.1. For this policy the following terms shall have the meanings set out as follows:

Term	Definition
Benefit in Kind Service	Usually takes the form of Medical and Educational Goods and Services (MEGS) (Pharmaceutical industry only, usually provided by a third party).
Breach	A breach of this policy and the process for managing breaches is defined in section 8.
ICB Business	Any subject of discussion or debate relating to the duties and roles of the ICB, or direct commissioning and any contract entered into by the ICB for goods or services either existing or potential.

[14] The Good Governance Standards for Public Services, OPM and CIPF, 2004 http://www.opm.co.uk/wp-content/uploads/2014/01/Good-Governance-Standard-for-Public-Services.pdf

[15] The Equality Act 2010 http://www.legislation.gov.uk/ukpga/2010/15/contents

[16] UK Corporate Governance Code, 2018 https://www.frc.org.uk/Our-Work/Codes-Standards/Corporate-governance/UK-Corporate-Governance-Code.aspx

Term	Definition
Close Association	Someone with whom the Individual is in regular contact over a period so that the person is more than an acquaintance.
Conflict of interest	Occurs where an individual's ability to exercise judgement, or act in a role is, could be, or is seen to be impaired or otherwise influenced by his or her involvement in another role or relationship. In some circumstances, it could be reasonably considered that a conflict exists even when there is no actual conflict. In these cases, it is important to still manage these perceived conflicts to maintain public trust. See section 9.1.
Conflict of Interest Guardian	See section 5.6.
Financial Interest	See Types of Interests.
ICS	Integrated Care System
Indirect interest	See Types of Interests.
Individual	A person to whom this Conflict of Interest Policy shall apply in accordance with section 4.
Joint / collaborative working arrangements	• Development of pathways and services to improve management of care in a defined care sector • Development of a bespoke education and training programme for primary care.
MoU	Memorandum of Understanding
NHS Body	Meaning as given in section 275(1) of the Act.
Non-Conflicted Individuals	Those individuals on the Board, or relevant committee or subcommittee of the Board who have no conflicting interests, either directly or indirectly, in the matters of ICB business which are subject to discussion and/or decision by the ICB in accordance with this policy.
Non-financial personal interest	See Types of Interests.
Non-financial professional interest	See Types of Interests.
PCN	Primary Care Network
Personal Interest	See Types of Interests.

Term	Definition
Place	The four place-based partnerships in Surrey Heartlands (Guildford and Waverley Alliance, NW Surrey Alliance, East Surrey Health and Care Partnership and Surrey Downs Health and Care Partnership)
Prejudicial Interest	An interest that a member of the public, who knew the relevant facts, would reasonably consider to be so significant that it is likely to prejudice the Individual's judgement of what is in the public.
Registers of Interests	As section 6.
Relevant Person	Where an individual has a close association with an individual who has a financial interest, a non-financial professional interest, or a non-financial personal interest in ICB's Business, such as: • A Spouse/ partner; • A Close relative, e.g. parent, grandparent, child, grandchild or sibling; • A Close friend; or • A Business partner.
Types of interests	Defined in section 9.2.

4. Scope of the Policy

4.1. This policy is applicable to all staff (as defined below) who work for, or on behalf of, NHS Surrey Heartlands ICB. This also includes staff working on behalf of the Surrey Heartlands Health and Care Partnership.

4.2. All ICB employees, including:

a) Full or part time employees/ all salaried employees/ all prospective employees who are part-way through recruitment;

b) Interim staff, for example on sessional or short term, fixed term contracts;

c) Agency/ bank staff/ contractors and sub-contractors;

d) Staff on secondment, subject to joint appointments or honorary contracts;

e) Students and trainees (including apprentices);

f) Committee, sub-committee and advisory ICB independent non-executive or external members (who may not be directly employed or engaged by the organisation);

In addition, **any self-employed consultants** or other individuals working for the ICB under a contract for services should make a declaration of interest in accordance with this guidance, **as if they were ICB employees**.

4.3. **Members of the Board and Member Practices and any committees/ sub committees** they have established, including:

g) Co-opted members;

h) Appointed deputies;

i) Any members of committees/groups from other organisations;

j) Member Practice representatives;

k) Primary Care Commissioning Committee.

Where the ICB is participating in a joint committee alongside other ICBs, for example, committees in common, any interests which are declared by the committee members will be recorded in a designated register of interests and reflected on the register(s) of interest of each participating ICB.

4.4. **All members of the ICB** (i.e., each practice). This includes each provider of primary medical services which is a member of the ICB under Section 14O (1) of the 2006 Act. Declarations should be made by the following groups:

l) GP Partners (or where the practice is a company, each director);

m) Any individual directly involved with the business or decision-making of the ICB, e.g., clinical work-stream leads, support to pathways, other projects, as a prerequisite to involvement in the work of the ICB if not already covered by a) – l)

5. Roles and Responsibilities

Notwithstanding the overall accountability of the Chief Executive Officer for the ICB's management of Conflicts of Interest and the responsibility of the Director of Governance to ensure systems and processes are in place for compliance.

5.1. Board

5.1.1. Responsible for (under the Scheme of Reservation and Delegation):

- "Determining the extent to which a member of the Board may remain involved in a matter under consideration where the member's interests may conflict with those of the ICB."
- "Approve procedure for declaration of hospitality and sponsorship."

5.1.2. The Board is responsible for approving this policy annually.

5.2. Audit Committee

5.2.1. Responsible for reviewing this policy annually and associated processes before recommending to the Board for approval.

5.2.2. The Committee also regularly review the registers before publication for assurance that processes are being implemented in line with policy.

5.2.3. They will also review the findings of the Breach Investigation Panel as required (see section 8).

5.3. Chief Executive Officer

5.3.1. Accountable for the ICB's management of conflicts of interests, ensuring Register(s) of Interest are established to formally record declarations and published.

5.4. Director of Governance

5.4.1. Responsible for ensuring systems and processes are in place to promote ICB compliance with the statutory guidance on managing conflicts of interest.

5.5. Chief Finance Officer

5.5.1. Responsible for managing actual or potential conflicts of interest which arise during the commissioning cycle, including procurement and contracts management.

5.6. Conflict of Interest Guardian

5.6.1. Each Board must appoint a Conflict of Interest Guardian, the Audit Committee Chair, who will:

- Act as a conduit for GP practice staff, members of the public and healthcare professionals who have any concerns with regards to conflicts of interest;
- Be a safe point of contact for employees or workers of the ICB to raise any concerns in relation to this policy;
- Support the rigorous application of conflict of interest principles and policies;
- Provide independent advice and judgment where there is any doubt about how to apply conflicts of interest policies and principles in an individual situation; and
- Provide advice on minimising the risks of conflicts of interest.

5.7. Committee Chairs

5.7.1. The Chair of a meeting of the Board, committee, sub-committee, or any other decision-making groups has ultimate responsibility for deciding whether there is a conflict of interest and for taking the appropriate course of action in order to manage the conflict of interest seeking advice from the Corporate Governance Team, the Executive Director for Delivery, Quality and Assurance and the Conflicts of Interest Guardian where required.

5.8. Primary Care Commissioning Committee (PCCC) Chair

5.8.1. To ensure appropriate oversight and assurance, and to ensure the ICB's Audit Chair positions is not compromised, the Audit Chair should not hold the position of the Primary Care Commissioning Committee Chair. The ICB Audit Chairs can, however, serve on the Primary Care Commissioning Committee provided appropriate safeguards are put in place to avoid compromising their role as Conflicts of Interest Guardian.

5.9. ICS Executive Team

5.9.1. Corporate responsibility to ensure robust management of conflicts of interest underpins the decision making of the ICB throughout the commissioning cycle; that their managers and staff, both clinical and non-clinical, are aware of the policy through mandatory training, and always adhere to its provisions in the conduct of ICB business.

5.10. Corporate Governance Team, with support from People and Organisational Development; Primary Care and Contracts/ Procurement Teams

5.10.1. Responsibility for collating, maintaining, and publishing Registers of Interest (see section 6), with support from staff.

5.10.2. Corporate Governance Team are responsible for implementing the processes as per this policy to ensure the ICB complies with this policy.

5.11. Line Managers

5.11.1. Responsible for reminding staff of their obligation to ensure that their declaration entry is up to date and accurate (or confirming a nil return) and should they accept or decline any kind of gift, inducement, or hospitality.

5.12. All ICB employees, Board members, Committee members and member practices

5.12.1. Ensure that the interests of patients always remain paramount.

5.12.2. Be impartial and honest in the conduct of their business.

5.12.3. Use the public funds entrusted to them to the best advantage of the service; always ensure value of money.

5.12.4. Ensure they do not abuse their official position for personal gain or to benefit their family or friends.

5.12.5. Ensure they do not seek to advantage or further or risk conflict between private business or other interests, in the course of their official duties.

5.12.6. This is enshrined in the Contract of Employment of staff.

5.12.7. All staff are required with complying with any requests relating to Declarations of Interest from the Corporate Governance Team.

6. Corporate Registers

Statutory Requirement:

ICBs must maintain one or more registers of interest of: the members of the ICB, members of its Board, members of its committees or sub-committees of its Board, and its employees. ICBs must publish and decide to ensure that members of the public have access to these registers on request.

6.1. All registers will be collated and managed, ensuring details are kept up to date, as detailed below:

Register of Interests	Responsible for collation
All ICB staff, including Board/ Committees' members/ and attendees	Corporate Governance Team
GP Partners and any other individuals directly involved with the business and/ or decision-making of the ICB e.g., Clinical work-stream leads, representatives of Council of Members/ Practice Council.	Corporate Governance Team
Gifts, Hospitality, Inducements and Commercial Sponsorship- Individual	Corporate Governance Team
Agreements with industry/ sponsorship for educational event/ training/ joint working agreements	Corporate Governance Team with assistance from project sponsors/ leads
Procurement Decisions/ Contracts awarded	Director of Contracts with relevant Procurement Lead

6.1.1. Registers to be updated by the above within 10 working days of receipt of declarations.

6.1.2. The below registers will include all individuals listed under section 4.

6.2. Registers of Declarations of Interests for individuals, including for all ICB staff (and those working on behalf of the ICB) and Practice staff

6.2.1. Corporate Governance Team are responsible for maintaining a list of all interests (including nil return declarations).

6.2.2. Procedure details can be found in Section A.

6.3. Registers of Gifts, Hospitality, Inducements and Commercial Sponsorship for individuals

6.3.1. A Register detailing the declarations of all Gifts, Hospitality, Inducements and Commercial Sponsorship for individuals will be collated and managed, ensuring details are kept up to date.

6.3.2. Procedure details can be found in Section B.

6.4. Register of Sponsorship-type/ Agreements with Industry

6.4.1. A Register detailing sponsorship-type agreements between the ICB and private enterprises will be kept. Procedure details can be found in Section C.

6.4.2. Procedure details can be found in Section C.

6.5. List of ICB Contracts/ Procurement Decisions

6.5.1. The ICB Procurement Policy requires the ICB to produce an annual list of contracts held with other organisations. This must be updated by the Director of Contracts with relevant Procurement Lead whenever a procurement decision has been taken.

6.5.2. The Corporate Governance Team will ensure that this register is published on the ICB's website.

6.6. Publication of Registers

6.6.1. The Register(s) of Interests covered in sections 6.2 -6.5 above will be public documents.

6.6.2. Registers will be published at least annually on the ICB's website and / or a hard copy will be available on request.

6.6.3. For the Registers of Interests for individuals, publication will be restricted to decision making staff identified as Agenda for Change Band 8a and above.

6.6.4. All persons who are required to make a declaration of interest(s) or a declaration of interest related to the registers identified in the scope of this policy should be made aware that the register(s) will be published in advance of publication. This should be done by the provision of a fair processing notice that details the identity of the data controller, the purposes for which the registers are held and published, and contact details for the data protection officer. This information should additionally be provided to individuals identified in the registers because they are in a relationship with the person making the declaration.

6.7. Date Retention

6.7.1. Entries will remain on the public register for a minimum of 6 months after the interest has expired.

6.7.2. In addition, the ICB will retain a private record of historic interests for a minimum of 6 years after the date of expiry.

6.8. Requests not to publish

6.8.1. In exceptional circumstances, where the public disclosure of information could give rise to a real risk of harm or is prohibited by law, an individual's name and/or other information may be redacted from the publicly available register(s). Where an individual believes that substantial damage or distress may be caused, to him/ herself or somebody else by the publication of information about them, they are entitled to request that the information is not published.

6.8.2. Such requests must be made in writing to the Corporate Governance Team in the first instance. Decisions not to publish information are then referred to the Conflicts of Interest Guardian for the ICB, who should seek appropriate legal advice and/ or advice from the Head of Governance and Risk and/ or the Executive Team where required. The individual will be notified of the outcome of this discussion.

6.8.3. The ICB should retain a confidential un-redacted version of the register(s).

7. Managing Conflicts of Interest Training Requirements

7.1. The ICB must ensure that the 'Managing Conflicts of Interest' online training is offered to all employees under section 4 of this policy. This is to ensure that staff and others within the ICB understand what conflicts are and how to manage them effectively.

7.2. Training should cover:

- Why is conflict of interest management important;
- What are the responsibilities of the organisation/s you work for in relation to conflicts of interest;
- What should you do if you have a conflict of interest relating to your role, the work you do or the organisation you work for (who to tell, where it should be recorded, what actions you may need to take and what implications it may have for your role);
- How conflicts of interest can be managed;
- What to do if you have concerns that a conflict of interest is not being declared or managed appropriately; and
- What the potential implications of a breach of the ICB's rules and policies are.

7.3. ICBs are normally required to demonstrate compliance with the conflicts of interest indicator through annual and quarterly self-certification submissions to NHS England. This includes ensuring that all 'relevant' staff (as defined by NHS England[17]) as being required to complete module 1 of the Managing Conflicts of

[17] As of January 2019, NHS England has specified that Module 1 of the training is mandatory for: CCG Governing Body Members; Executive members of formal CCG committees and sub-committees; Primary

Interest Training annually. Although this process has been suspended due to Covid-19, the ICB will continue to act as if self-certification is required and maintain high standards of management of CoI.

7.4. Modules 2 and 3 of training are optional but highly recommended for individuals in decision-making roles, including contract and performance managers, commissioning leads, primary care teams, strategy and planning teams, locality managers etc.

8. Breaches of this Policy

8.1. What is a breach?

8.1.1. There will be situations when interests will not be identified, declared, or managed appropriately and effectively through initial HR declarations and/or use of the ICB's Civica Declare system. This may happen innocently, accidently, or because of the deliberate actions of staff or other organisations. For the purposes of this policy, these situations are referred to as "breaches".

8.1.2. It is the duty of every employee under the scope of this policy to speak up about genuine concerns, actual or suspected, in relation to the administration of this policy, and to report these concerns. These individuals should not ignore their suspicions or investigate themselves but rather speak to the Corporate Governance Team, Director of Governance, or the Conflict-of-Interest Guardian.

8.1.3. This also includes suspicion that a relevant Personal Interest may not have been declared should also be reported to the Director of Governance and/or the Conflict-of-Interest Guardian.

8.1.4. A suspected breach may also be reported by a patient, member of the public or the media.

8.2. How is the breach recorded?

8.2.1. The Corporate Governance Team, on behalf of the Director of Governance, will make a record of the suspected breach in accordance with the ICB's incident management reporting framework including the following on Civica Declare and Datix as appropriate:

- The name of the relevant staff member or person in relationship with the ICB;
- The name of the organisation / person with which the conflict of interest is believed to have arisen;
- The suspected type of conflict of interest (e.g., Financial, Non-Financial, Indirect etc.); and

Care Commissioning Committee members; Clinicians involved in commissioning or procurement decisions; ICB governance leads; Anyone involved or likely to be involved in taking a procurement decision(s).

- A description of the conflict of interest including decision-making activity, dates, other relevant people.

8.2.2. The Corporate Governance team will label the specific conflict of interest in question on Civica Declare as being “in breach”.

8.2.3. A Breach Report will be produced from Civica Declare directly for each Audit Committee meeting when Declarations of Interest are reported.

8.3. How it is investigated

8.3.1. An overview of the process to manage a suspected breach is outlined in Appendix 2.

8.3.2. The Director of Governance will discuss the suspected breach with Conflict-of-Interest Guardian and determine:

- Any immediate remedial action necessary to contain any damage should the suspected breach be confirmed or to preserve the evidence of the breach;
- Dismissal of reported suspected breach if it is clearly vexatious;
- Agreement of appropriate panel to investigate reported breach;
- If an immediate notification to NHS England is required; and
- The best way to preserve the confidentiality of the person making the report of a suspected breach.

8.3.3. The Investigating Panel would during the existence of the ICB consist of a non-conflicted Governing Body GP Member and the Director of Governance who can call on the support of specialists as required (e.g., Internal Auditors, Local Counter Fraud Specialist, specialist members of staff etc.).

8.3.4. All instances of actual or suspected Fraud, Bribery or Corruption which come to the attention of the Director of Governance and/ or Conflicts of Interest Guardian will be reported to the nominated Local Counter Fraud Specialist as soon as possible for investigation, where required.

8.3.5. The Investigating Panel will interview the individual concerned with regards to the suspected breach and will seek to gather sufficient evidence to confirm or dismiss the suspected breach.

8.3.6. Following investigation, the Investigating Panel will:

- Decide if there has been or is potential for a breach and if so what severity the breach is;
- Assess whether further action is required in response to the potential or actual breach;
- Consider who else inside and/ or outside the organisation should be made aware, for example, whether a referral to HR and/ or Counter Fraud is required;

- prepare a report setting out their findings and recommendations.
- Assess whether there are any learning points from the breach, including amendments to the policy and/ or processes as required;
- Instruct publication of a summary of the report on the ICB's website;
- Instruct the notification of NHS England of any breach;
- Instruct appropriate feedback to the person who made the report of a suspected breach.

8.4. The governance arrangements and reporting mechanisms

8.4.1. The Investigating Panel's report will be considered by the Conflict-of-Interest Guardian as soon as possible after the investigation. They will decide whether any emergency action is required over and above as stated in the Investigating Panel's Report.

8.4.2. The Audit Committee will review the Investigating Panel's report at its next meeting and:

- Satisfy itself that there has been an adequate investigation;
- Ratify the findings and recommendations of the report.

8.4.3. The outcome of the investigation will be recorded in accordance with the ICB's incident management reporting framework to monitor progress in completing the investigation and monitor the frequency and types of Conflict-of-Interest breaches.

8.5. Acting in response to breaches

8.5.1. Actions taken in response to breaches of this policy will be in accordance with the disciplinary procedures of the organisation and could involve organisation leads for staff support (e.g., Human Resources), fraud (e.g. Local Counter Fraud Specialists), members of the management or Executive Teams/ and organisational auditors.

8.5.2. Breaches could require action in one or more of the following way:

- Clarification or strengthening of existing policy, process, and procedures.
- Consideration as to whether HR/ employment law/ contractual action should be taken against staff and others.
- Consideration being given to escalation to external parties. This might include referral of matters to external auditors, NHS Counter Fraud Authority, the Policy, statutory health bodies (such as NHS England, NHS Improvement or the CQC), and/or health professional regulatory bodies.

8.5.3. Inappropriate or ineffective management of interests can have serious implications for the organisation and staff. There will be occasions where it is necessary to consider the imposition of sanctions for breaches.

8.5.4. Sanctions should not be considered until the circumstances surrounding breaches have been properly investigated. However, if such investigations establish wrong-doing or fault then the organisation can and will consider the range of possible sanctions that are available, in a manner which is appropriate to the breach. This includes employment law action against staff, which might include:

- Informal action (such as reprimand, or signposting to training and/or guidance).
- Formal disciplinary action (such as formal warning, the requirement for additional training, re-arrangement of duties, re-deployment, demotion, or dismissal).
- Reporting incidents to the external parties described above for them to consider what further investigations or sanctions might be.
- Contractual action, such as exercise of remedies or sanctions against the body or staff which caused the breach.
- Legal action, such as referral to the Local Counter Fraud Specialist who will undertake a full investigation. Such investigation may lead to criminal prosecution or other measures.
- Learning from the breach and appropriate closure

8.6. Links to Raising Matters of Concern (whistleblowing) and Human Resources policies

8.6.1. The handling of the reported suspected breach must comply with this policy and the ICB's Raising Matters of Concern (Whistleblowing) Policy and any other relevant Human Resources Policies.

8.7. Communications and management of any media interest

8.7.1. The Director of Governance, with advice from the Associate Director of Communications, will handle any interest of the reported breach by the Media.

8.7.2. The ICB may confirm that a breach has been reported (but not by whom) and that an investigation is underway.

8.7.3. The media may be sent a copy of the anonymised published report of the breach, as published on the ICB's website.

8.7.4. Anonymised details of breaches will be published on the ICB's website.

8.7.5. Providers, patients and other third parties can make a complaint to NHS Improvement in relation to a commissioner's conduct under the Procurement Patient Choice Competition Regulations.

SECTION A – Declaration of Interest- Individuals

Statutory requirements

ICBs must decide to ensure individuals declare any conflict or potential conflict in relation to a decision to be made by the ICB as soon as they become aware of it, and in any event with 28 days. ICBs must record the interest in the registers as soon as they become aware of it.

9. What to declare

9.1. Definition of an interest

9.1.1. A conflict of interest is defined as “a set of circumstances by which a reasonable person would consider that an individual’s ability to apply judgement or act, in the context of delivering, commissioning, or assuring taxpayer funded health and care services is, or could be, impaired or influenced by another interest they hold”.

9.1.2. A conflict of interest may be:

- **Actual**, i.e., there is a material conflict between one or more individuals; or
- **Potential**, i.e., there is the possibility of a material conflict between one or more interests in the future.

9.1.3. In some circumstances, it could be reasonably considered that a conflict exists even when there is no actual conflict. In these cases, it is important to still manage these perceived conflicts to maintain public trust.

9.1.4. It is not possible, or desirable, to define all instances in which an interest may be a real or perceived conflict. It is for everyone to exercise their judgement in deciding whether to register any interests that may be construed as a conflict.

9.1.5. If any Individual is unsure as to whether an interest should be declared, they should seek guidance from the Corporate Governance Team in the first instance.

9.2. Types of Interest

9.2.1. The types of interest that may arise are defined as (the examples are not exhaustive):

Type of Interest	Description
Financial Interests	This is where an individual may get direct financial benefits[18] from the consequences of a commissioning decision. This could, for example, include being: • A director, including a non-executive director, or senior employee in a private company or public limited company or other organisation which is doing, or which is likely, or possibly seeking to do, business with health or social care organisations. This includes involvement with a potential provider of a new care model; • A shareholder (or similar ownership interests), a partner or owner of a private or not-for-profit company, business partnership or consultancy which is doing, or which is likely to, or possibly seeking to do, business with health or social care organisations (see section 9.4); • A management consultant for a provider; or • A provider of clinical private practice. This could also include an individual being: • In secondary employment/ in receipt of secondary income; (see section 9.3); • In receipt of a grant from a provider; • In receipt of any payments (for example honoraria, one-off payments, day allowances or travel or subsistence) from a provider; • In receipt of research funding, including grants that may be received by the individual or any organisation in which they have an interest or role; or • Having a pension that is funded by a provider (where the value of this might be affected by the success or failure of a provider).
Non-Financial Professional Interests	This is where an individual may obtain a non-financial professional benefit from the consequences of a commissioning decision, they are involved in making, such as increasing their professional reputation or status or promoting their professional career. This may, for example, include situations where the individual is: • An advocate for a particular group of patients; • A GP with special interests, e.g., in dermatology, acupuncture, etc.;

[18] This may be a financial gain, or avoidance of a loss

Type of Interest	Description
	• An active member of a particular specialist professional body (although routine GP membership of the RCGP, British Medical Association (BMA) or a medical defence organisation would not usually by itself amount to an interest which needed to be declared); • An advisor for the are Quality Commission (CQC) or the National Institute for Health and Care Excellence (NICE); • Engaged in research role; • The development and holding of patents and other intellectual property rights which allow that they create, preventing unauthorised use of products or the copying of protected ideas (see section 9.5); or • GPs and Practice Managers, who are members of the Board or Committees of the ICB should declare details of their roles and responsibilities held within their GP practice.
Non-Financial Personal Interests	This is where an individual may benefit personally in ways which are not directly linked to their professional career and do not give rise to a direct financial benefit because of decisions they are involved in making in their professional career. This could include, for example, where the individual is: • A voluntary sector champion for a provider; • A volunteer for a provider • A member of a voluntary sector board or has any other position of authority in or connection with a voluntary sector organisation; • Suffering from a particular condition requiring individually funded treatment; • A member of a lobby or pressure group with an interest in health.
Indirect Interests	This is where an individual has a close association[19] with an individual who has a financial interest, a non-financial professional interest, or a non-financial personal interest in a commissioning decision (as those categories are described above) for example: • A spouse/partner; • Close relative e.g., parent, grandparent, child, grandchild or sibling; • Close friend or associate; or • Business partner.

[19] Such an association might arise, depending on the circumstances, through relationships with close family members and relatives, close friends and associates and business partners.

Type of Interest	Description
	A declaration of interest for a "business partner" in a GP partnership should include all relevant collective interests of the partnership, and all interests of their fellow GP partners. Whether an interest held by another person gives rise to a conflict of interest will depend upon the nature of the relationship between that person and the individual, and the role of the individual within the ICB.

9.3. Secondary Employment

9.3.1. All employees within the scope of this policy are required to inform the ICB if they are employed or engaged in, or wish to be employed or engaged in, an employment or consultancy work in addition to their work with the ICB.

9.3.2. The ICB requires individuals to obtain permission to engage in secondary employment and reserve the right to refuse permission where it believes a conflict will arise which cannot be effectively managed.

9.3.3. Contractual obligations to the ICB must be fulfilled before extra work is taken on, paid or otherwise.

9.3.4. The purpose of this is to ensure that the ICB is aware of any potential conflict of interests between private interests and ICB's duties or detrimental impact.

9.3.5. Where a risk of conflict of interest arises, the general management actions outlined in this policy should be considered and applied to mitigate risks. Examples of work which might conflict with the business of the ICB including part-time, temporary, and fixed term contract work, include:

- Employment with another NHS Body;
- Employment with another organisation which might be in a position to supply goods/ services to the ICB;
- Directorship of a GP Federation and/ or a Primary Care Network (PCN); and
- Self-employment, including private practice, in a capacity which might conflict with the work of the ICB or might be able to supply goods/services to the ICB.

9.3.6. Pharmacy advisers or other advisers, employees, or consultants to the ICB on matters of decision-making in relation to pharmaceuticals should not be in receipt of payments from the pharmaceutical or devices sector.

9.4. Shareholdings and other ownership issues

9.4.1. Staff should declare, as a minimum, any shareholdings and other ownership interests in any publicly listed, private or not-for-profit company, business, partnership, or consultancy which is doing, or might be reasonably expected to do, business with the ICB.

9.4.2. Where shareholdings or other ownership interests are declared and give rise to risk of conflicts of interest then the general management actions outlined in this policy should be considered and applied to mitigate risks.

9.4.3. There is no need to declare shares or securities held in collective investment or pension funds or units of authorised unit trusts.

9.5. Patents

9.5.1. Staff should declare patents and other intellectual property rights they hold (either individually, or by virtue of their association with a commercial or other organisation), including where applications to protect have started or are ongoing, which are, or might be reasonably expected to be, related to items to be procured or used by the organisation.

9.5.2. Staff should seek prior permission from the organisation before entering into any agreement with bodies regarding product development, research, work on pathways etc., where this impacts on the organisation's own time, or uses its equipment, resources, or intellectual property.

9.5.3. Where holding of patents and other intellectual property rights give rise to a conflict of interest then the general management actions outlined in this policy should be considered and applied to mitigate risks.

9.6. Loyalty Interests

9.6.1. Loyalty interests should be declared by staff involved in decision making where they:

9.6.2. Hold a position of authority in another NHS organisation or commercial, charity, voluntary, professional, statutory, or other body which could be seen to influence decisions they take in their NHS role.

9.6.3. Sit on advisory groups or other paid or unpaid decision-making forums that can influence how an organisation spends taxpayers' money.

9.6.4. Are, or could be, involved in the recruitment or management of close family members and relatives, close friends and associates, and business partners.

9.6.5. Are aware that their organisation does business with an organisation in which close family members and relatives, close friends and associates, and business partners have decision making responsibilities.

9.7. Donations

9.7.1. Donations made by suppliers or bodies seeking to do business with the organisation should be treated with caution and not routinely accepted. In exceptional circumstances they may be accepted but should always be declared.

9.7.2. A clear reason should be recorded as to why it was deemed acceptable, alongside the actual or estimated value.

9.7.3. Staff should not actively solicit charitable donations unless this is a prescribed or expected part of their duties for the organisation or is being pursued on behalf of the organisation's own registered charity or other charitable body and is not for their own personal gain.

9.7.4. Staff must obtain permission from the organisation if in their professional role they intend to undertake fundraising activities on behalf of a pre-approved charitable campaign for a charity other than the organisation's own.

9.7.5. Donations, when received, should be made to a specific charitable fund (never to an individual) and a receipt should be issued.

9.7.6. Staff wishing to donate to a charitable fund in lieu of receiving a professional fee may do so, subject to ensuring that they take personal responsibility for ensuring that any tax liabilities related to such donations are properly discharged and accounted for.

9.7.7. The organisation will maintain records in line with the above principles and rules and relevant obligations under charity law.

9.8. Clinical Private Practice

9.8.1. The requirements for the ICB are covered under declarations of interest on appointment with regular refresh. These must be declared in line with section 9.3 on secondary employment.

10. When to declare

10.1. All persons referred to the scope of this policy must declare any interests as soon as reasonably practicable and by law within 28 days after the interest arises (this could include an interest an individual is pursuing). Alternatively, if staff have no interests to declare, they are required to confirm this by submitting a 'nil return'.

10.2. Staff are required to review their declaration entry to ensure accurate and up to date:

10.3. On appointment:

- Applicants for any appointment to the ICB will be asked to declare any relevant interests or provide the ICB with confirmation of a 'nil return'.
- When an appointment is made, a formal declaration of interests should again be made and recorded.
- Consideration will be given to ensure no conflict of interest exists that is significant enough for the individual not to be able to effectively operate within the role necessitating exclusion of the individual from being appointed to the role as part of pre-employment process.

- The review will assess the materiality and extent of the interest, whether the individual (or any person with whom they have a close association) whether financially or otherwise from any decision the ICBs may take.

10.4. Change in Role, Responsibility or Circumstances:

- The onus is on those within the scope of this policy to keep their declarations up to date and declare any new interests when they arise or when an individual's role, responsibility or circumstances change in a way that affects the individual's interest.
- This could include a change in role, where an individual takes on a new role outside of the ICB, enters a new business relationship, starts a new project or piece of work, or whether they may be affected by a procurement decision.

10.5. Refresh of Corporate Registers:

- All staff should ensure that they comply with the requirement to review and refresh their declaration entry at least annually when prompted by the Corporate Governance Team. This includes either:
  - confirming that their entry on the register is up to date and accurate;
  - providing the Corporate Governance Team with details of any amendments or any additional interests as required;
  - or where an individual has no interests, staff should confirm their 'nil return'.

10.6. Prior to and during meetings:

- See section 13.

10.7. Throughout Commissioning Cycle:

- See section 12.

10.8. Commercial Companies including Pharmaceuticals

- All staff under section 4 must declare links with commercial companies (including pharmaceutical) that are or are potential suppliers to the NHS via the declaration of interest process.

11. How to declare

11.1. Procedure for Declaring Interests- Individuals

11.1.1. All Individuals included in the scope of this policy (see section 4)

- All staff should declare interests in line with the declaration process (see Appendix A1.

- As a pre-employment check all new starters must complete a declaration form that should be returned to the Corporate Governance Team. This will identify whether there are any significant impediments to the employment going ahead due to conflicts of interest.
- In accordance with the Statutory Guidance, all staff are required to complete a Declaration of Interest using whatever paper / online systems are in place, even to declare a 'nil return'. This process should be completed within 28 days of an interest being known.
- The Corporate Governance Team will ensure all new entries are added to the register and published on the ICB's website.
- Board members should also ensure that any new or amended declarations have been reviewed by the Chair.
- As a minimum, practice staff should detail any practice roles (i.e., partnership or salaried GP status), membership of any GP Federations and membership of their Primary Care Network (PCN).

11.1.2. New Members of the Board and Staff Starters

- The People and Organisation (POD) Team will send out the declaration form as part of the pre-employment checks and ask prospective employees to return to the Corporate Governance Team prior to starting with the ICB. The Corporate Governance Team will proactively monitor new starters with the POD Team.
- Nil returns are also required as part of this process.

11.2. Handling Declarations of Interest

11.2.1. Following receipt of the Declaration of Interests form, the ICB shall consider the nature, scale or complexity of the interests declared and the risk that the conflict of interest may adversely influence the interests of patients, taxpayers or the ICB, to determine whether the interest is:

- Non-prejudicial to the public interest so as to allow the **individual to remain a member of the ICB and to continue to be involved in discussions** regarding that element of the ICBs' business in which the individual has an interest;
- A Prejudicial Interest, however, that the ICB are willing to authorise the **individual to remain involved in the ICB's business on a conditional basis**;
- So significant to be deemed as a Prejudicial Interest and to require the **individual to be prohibited from all discussions and documents** related to the issue of ICB's business which gave rise to the conflict; or
- Except in the case of a member practice, a Prejudicial Interest such that the ICB considers that the only option available to resolve the conflict is that the **individual should be removed from the ICB**.

11.2.2. All information declared will be placed onto a Register for regular review by a Corporate Governance Team representative, the Conflict-of-Interest Guardian, the Audit Committee and, where necessary, Executive Directors. See Appendix A2.

11.2.3. Failure to make a full declaration may result in the matter being referred to the Local Counter Fraud Specialist for further investigation

11.2.4. 'Complex' interests

- Where individuals are deemed to have a 'complex' interest and/ or have a joint appointment with a commissioner and provider and/ or another organisation, an enhanced declaration of interest assessment is undertaken and if required, a detailed action plan to mitigate any conflicts is put into place by the Corporate Governance Team, with oversight and review by the Conflicts of Interest Guardian.

12. Managing Conflicts of Interest through the Commissioning Cycle

This section should be read in conjunction with the ICB's Procurement Policy.

12.1. The management of conflicts of interest is vitally important in the procurement of clinical services and managing them appropriately is paramount to the probity and accountability of the ICB's decision making and ensuring that the principles of transparency, equal treatment and non- discrimination are upheld.

12.2. When the ICB embarks on any procurement it will be the responsibility of those involved to identify any potential conflict of interests at the outset. This will include knowledge of the interests of any members not recorded on the Register of Interests. As with the register of interest declaration, it is advisable to identify any interest even if it is uncertain that it constitutes a conflict of interest.

12.3. Where ICBs are commissioning new care models[20], particularly those that include primary medical services, it is likely that there will be some individuals with roles in the ICB (whether clinical or non-clinical) that also have roles within a potential provider or may be affected by decisions relating to new care models. Any conflicts of interest must be identified and appropriately managed, in accordance with this policy and NHS England's Guidance for ICBs on Managing Conflicts of Interest.

12.4. The ICB publishes a Procurement Strategy approved by its Board and should be read in accordance with this policy which will ensure that:

- all relevant clinicians (not just members of the ICB) and potential providers, together with local members of the public, are engaged in the decision-making processes used to procure services; and

[20] Where we refer to 'new care models' in this note, we are referring to any Multi-Speciality Community Provider (MCP), Primary and Acute Care Systems (PACS) or other arrangements of a similar scale or scope that (directly or indirectly) includes primary medical services.

- service redesign and procurement processes are conducted in an open, transparent, non-discriminatory, and fair way.

12.5. The ICB is required to make the evidence of their management of conflicts publicly available.

12.6. The ICB staff and Board members will exercise sound judgement when procuring goods and services considering the statutory framework and the provisions of this policy.

12.7. As an organisation led by GPs, the CCG was particularly subject to conflicts of interest or potential conflicts of interest when procuring clinical services. Board members, members of the ICB, committee members, sub-committee and working group members and employees of the ICB will transact the ICB's business in line with the ICB's Constitutions (Standards of Business Conduct) and in line with this policy to protect the integrity of the ICB's contract award decision making processes and the wider NHS commissioning system.

12.8. Such a conflict could arise:

- **In carrying out a competitive tender**: where GP practices, GP federations or other providers in which the ICBs members or employees have an interest are amongst those bidding; or
- **When procuring clinical services through Any Qualified Provider**: where one or more GP practices (or other providers in which the ICB members have an interest) are amongst the qualified providers from which patients can choose; or
- Where there are **direct or indirect links** to any of the providers and significant shareholdings associated with any of the providers.

12.9. Procurement and Contract Management

12.9.1. UK Law requires procurement processes to be fair, open, and transparent and additional specific measures are required to allow the widest possible clinical involvement in procurement whilst protecting against challenge on procurement and contract award decisions.

a) Pre-Procurement:

- Members should always declare their interests but are able to discuss and contribute to the process of identifying health needs and developing a service specification that meets those needs. This is on the basis that several other stakeholders and potential providers will be afforded the same opportunity and the resulting service specification will reflect wider stakeholder involvement and consultation.

b) Procurement: Once a service specification is agreed, members where actual or potential conflict(s) of interest have been identified:

- Cannot speak or vote or canvass others on procurement decisions relating to that interest. This will specifically include decisions on whether to procure and what procurement route should be used.
- Should not be directly involved in the preparation or submission of bids by an organisation whether the member has a material and relevant interest.
- Cannot be involved in the evaluation or moderation process where a bid has been submitted by an organisation with which the member has a material and relevant interest.

c) Preferential Treatment in Private Transactions:

- Individual staff must not seek or accept preferential rates or benefits in kind for private transactions carried out with companies with which they have had, or may have, official dealings on behalf of the ICB or associated employer. This does not apply to concessionary agreements negotiated with companies by NHS management, or by recognised staff interests, on behalf of all staff.
- Staff must ensure they are not able to risk conflicts between private interests and ICB's duties. Contractual obligations to the ICB must be fulfilled before extra work is taken on, paid or otherwise. Staff are advised not to engage in outside employment which may conflict with their work for the ICB or be detrimental to it. Staff are required to advise their line manager and/or HR immediately and before engaging in the work, if they think there is a risk of a conflict of interests.
- Other staff may undertake private practices or work for outside agencies, providing they do not do so within the time they are contracted to the NHS, and they observe the conditions of this policy. Staff are required to give an assurance that any preparation for personal fee-earning outside engagements (such as lectures) will not be done in ICB time or using ICB's facilities or equipment unless paid for.
- Staff must, if they sign purchase orders or place contracts, adhere to the ethical code of the Institute of Purchasing and Supply.

d) Commercial Knowledge:

- Staff must not use or make known publicly internal information with commercial value other than for purposes benefiting the ICB.
- Staff involved in procurement processes must not give unfair advantage to one competitor over another. Staff must ensure that the principles laid out in the guide for purchasing must also be applied to Sales and Income Generation Schemes.

- Documented notifications must be forwarded through the Corporate Governance Team who has responsibility for maintaining registers recording such occurrences.

e) Award of Contracts:

- Fair and open competition between prospective contractors or suppliers for NHS contracts is a requirement of NHS Standing Orders and UK Directives on Public Purchasing for Works and Supplies.
- No organisation (regardless of status) should be given any advantage over its competitors. This applies to all potential contractors, whether there is a relationship between them and the organisation.
- Each new contract should be awarded solely on merit, considering the requirements of the ICB and the ability of the contractors to fulfil them. Scrupulous care must be taken to ensure that the selection process is conducted impartially, and that staff that are known to have a relevant interest play no part in the selection.
- All invitations to potential contractors to tender must include a notice warning them of the consequences of engaging in any corrupt practices involving employees of the ICB.

12.9.2. All staff, particularly senior managers, Executive Team, and Board members are required to have an awareness of and comply with the ICB's Standing Orders and Prime Financial Policies.

12.9.3. The ICB will publish a register of procurement decisions detailing decisions taken, either for procurement of a new service or any extension or material variation of a current contract.

13. Managing Conflicts of Interest to Strengthen Decision Making

Statutory Requirement:

ICBs must decide for managing conflicts of interest, and potential conflicts of interest, in such a way as to ensure that they do not, and do not appear to, affect the integrity of the ICB's decision making.

13.1. As the named senior governance lead, the Director of Governance, in consultation with the relevant Chair and Conflict of Interest Guardian, will decide whether identified potential conflict of interests are such that these cannot be effectively managed and, in such cases, this and the resulting actions will be recorded in the minutes of the meeting. The Chief Finance Officer, with the Executive Director

responsible for Contracts, will determine the same in relation to procurement and contract management processes.

13.2. In all other circumstances the following mechanisms for managing conflicts of interest should apply:

13.2.1. Setting Agendas and Papers

- Declaration of Interests should be a standing agenda item of every Board, committee, sub-committee or working group meeting with the Register of members' and attendees' interests presented to every meeting so those present can:
  - ensure that their entry is up to date and accurate;
  - ensure they are aware of any conflicts pertaining to items on the agenda and the actions that will be taken to mitigate these; and
  - that there are no additional conflicts not already identified pertinent to any items on the agenda.
- The Chair/ Convener of the Board/ Committee/ Sub-Committee/ Panel or delegated officer will review the draft agenda of the meeting and its committees and identify any potential items where an actual or potential conflict of interest may arise (over and above any conflicts identified prior to the meeting).
- Paper authors should consult with the Corporate Governance Lead in the first instance if they identify any actual or potential conflicts. The Corporate Governance Team may seek advice from the meeting Chair/ Convener, the Director of Governance and/ or the Conflicts of Interest Guardian.
- All items to be considered under AOB should ideally be declared to the Chair at least three days prior to the meeting to ensure that any actual or potential conflicts can be mitigated.
- Wherever possible, members/ attendees of the meeting will be notified in advance of a meeting where an actual or potential conflict of interest has been identified and the proposal for managing it.
- All members/ attendees of a meeting have a responsibility to notify the Chair/ Convener, Corporate Governance Team, and the Meeting Administrator as soon as they are made aware of any actual or potential conflicts of interest pertaining to any agenda items.
- All members and attendees should formally declare at the meeting any actual or potential conflicts before the item is discussed and following notification to the Chair/ Convener, Corporate Governance Team, and Meeting Administrator before the meeting. This discussion should precede approval of the minutes of the previous meeting. Even if an interest has been recorded in the register of interests, it should still be declared in meetings where matters related to that interest are discussed

- A good example of a meeting agenda is below:

Item No.	Item	Status	Presenter	Paper No
2	**Declarations of Interest** • To receive confirmation from all members and attendees that their entry in the Register of Interests is up-to-date, accurate and complete; • To receive any declarations of interest pertinent to items on this agenda.	To note	Chair	Paper X

- Where a Prejudicial interest is identified, the actions to be considered by the chair are listed below (Chairing Meetings).

13.2.2. Chairing/ Convening Meetings

- The Chair/ Convener of the meeting has ultimate responsibility for deciding whether there is a conflict of interest and for taking the appropriate course of action to manage the conflict.
- To help the Chair/ Convener to successful manage conflicts or potential conflicts, a checklist for chairing meetings is also attached (Appendix A3).
- Actions for managing conflicts of interest that could be considered include:

Action to mitigate conflict	
1.	Requiring the individual who has a conflict of interest (including the chair or vice chair if necessary) **not to attend the meeting**. In this instance, it should be minuted that the conflicted individuals were not required to attend due to the conflict of interest. Details of their interests should also be minuted. The individual/s concerned should not receive the minutes of this meeting unless authorised by the Director of Governance and the Conflict-of-Interest Guardian.
2.	Requiring the individual to **leave the discussion when the relevant matter(s) are being discussed and when any decisions are being taken** in relation to those matter(s). In private meetings, this could include requiring the individual to leave the room and in public meetings to either leave the room or join the audience in the public gallery. The individual/s concerned should not receive the supporting papers which relate to the matter(s) which give rise to the conflict, nor should they receive the minutes relating to this item unless authorised by the Director of Governance and the Conflict of Interest Guardian.

Action to mitigate conflict	
3.	Allowing the individual to **participate in some or all the discussion** when the relevant matter(s) are being discussed but **requiring them to leave the meeting when any decisions are being taken** in relation to those matter(s). For example, this may be appropriate where the conflicted individual has important relevant knowledge and experience of the matter(s) under discussion, which it would be of benefit for the meeting to hear but this will depend on the nature and extent of the interest which has been declared.
4.	**Noting the interest** and ensuring that all attendees are aware of the nature and extent of the interest but **allowing the individual/s to remain and participate in both the discussion and in any decisions**. This is only likely to be the appropriate course of action where it is decided that the interest which has been declared is either immaterial or not relevant to the matter(s) under discussion.

- The agreed mitigating action and details of the individual/s with the conflict should be recorded on the cover sheet of the relevant item/s.
- If the Chair/ Convener of a meeting has a conflict of interest, the Vice Chair/ Vice Convener is responsible for deciding the appropriate course of action to manage the conflict of interest. If the Vice Chair/ Vice Convener is also conflicted, then the remaining non-conflicted voting members of the meeting should agree between themselves how to manage the conflict(s).
- Advice can be sought from the Corporate Governance Team, the Director of Governance and/ or the Conflict-of-Interest Guardian as required.

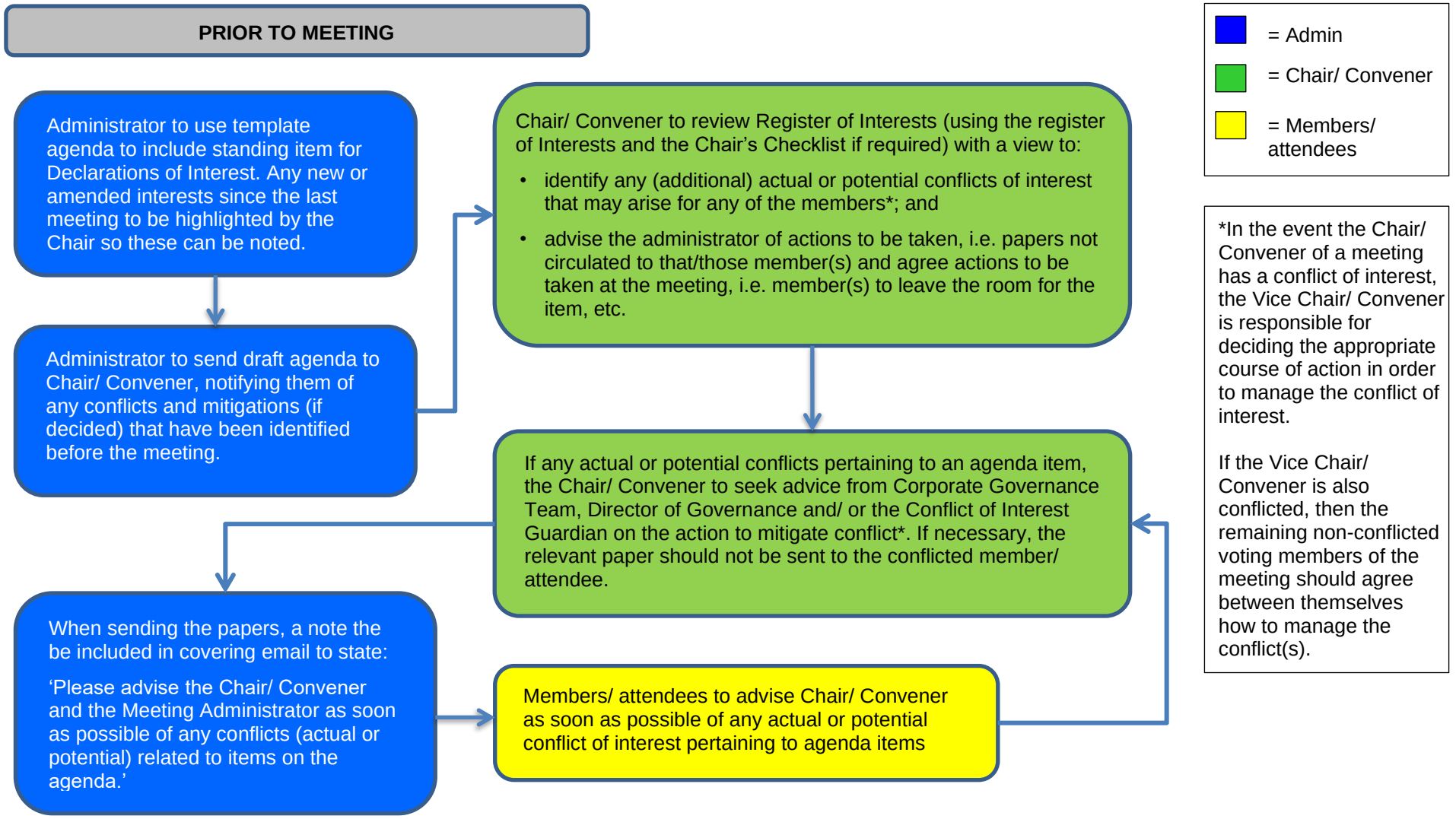
13.2.3. Minute taking

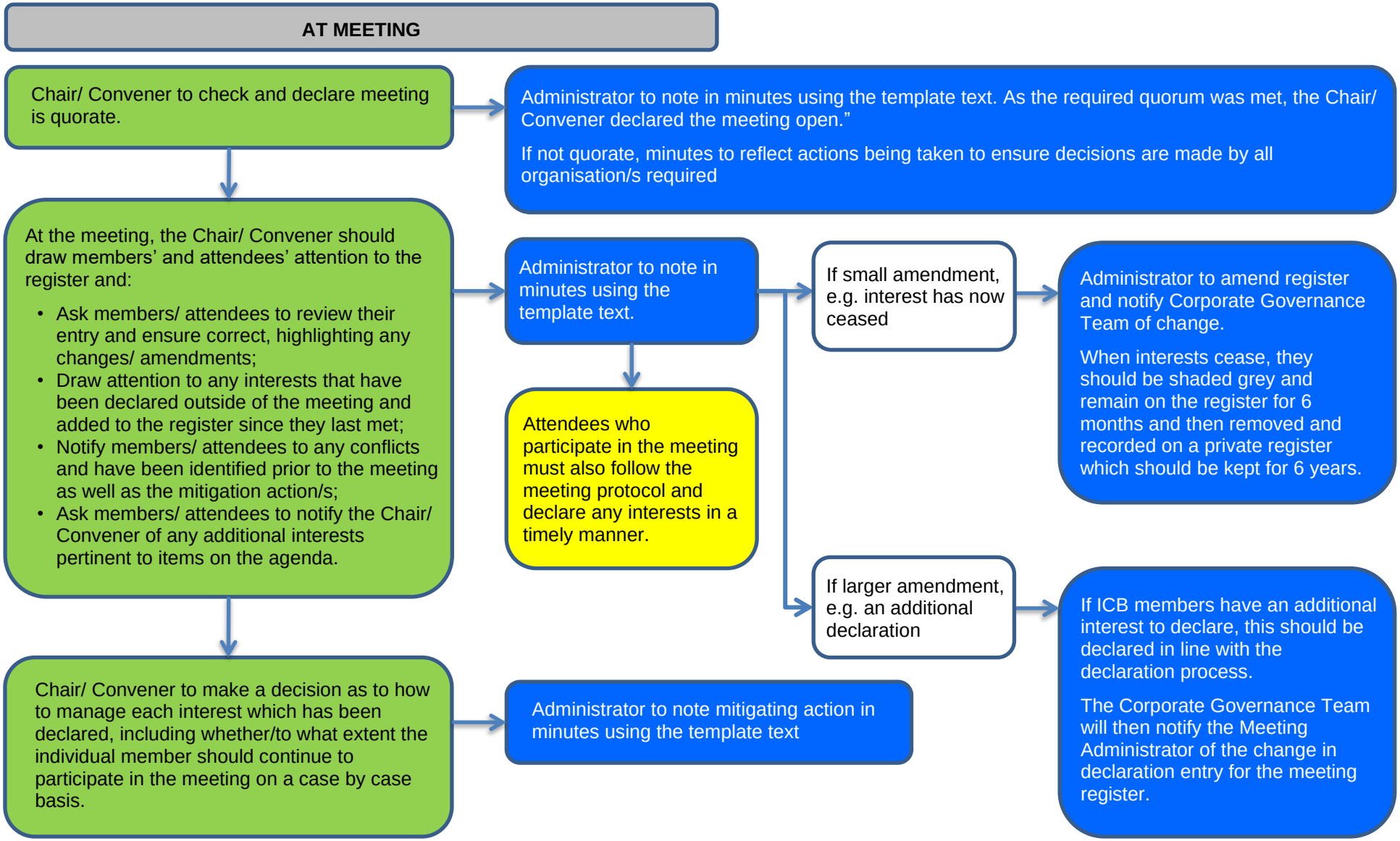
- If any conflicts of interest are declared or otherwise arise in a meeting, the Chair/ Convener must ensure the following information is recorded in the minutes:
  - Who has the interest;
  - The nature of the interest and why it gives rise to a conflict, including the magnitude of any interest;
  - The items on the agenda to which the interest relates;
  - How the conflict was agreed to be managed; and
  - Evidence that the conflict was managed as intended, including recording the points during the meeting when individuals left or returned to the meeting.

- An example of good practice in minute taking in relation to declarations and management of conflicts of interest in meetings is below:

Item No	Discussion and Actions	Who	When
2	**Declarations of Interest** • **To receive confirmation from all members and attendees that their entry in the Register of Interests is up-to-date, accurate and complete.** • **To receive any declarations of interest pertinent to items on this agenda.** The Chair noted the register of members' and attendees' interests included in the meeting papers. The Chair drew members' attention to the interests marked in yellow which had been amended or had been declared since the last meeting. The Chair noted that prior to the meeting, the following were agreed in relation to conflicts for items on this agenda: • Item XX- [member name] and [member name] to withdraw for this item due to their interest regarding XXX. Paperwork regarding this item had not been circulated to these individuals. • Item XX- A conflict was noted for [member name] due to their interest with XXX. [member name] to remain in the room for this item as the conflict was immaterial. In response to the Chair inviting members and attendees to report any new declarations, amendments or and declarations relating to items on the agenda: • [member name] confirmed that their interest regarding XXX has ceased as of dd/mm/yy. • [member name] confirmed that they had an additional interest regarding [include all detail as per section 13.2.3]. [Individuals as above] to ensure that the above amendments are made to the register of interests. (mark as action for the individual/s)		

13.3. Flowchart illustrating process for declaring conflicts of interests prior, during and after meetings




AT MEETING
Chair/ Convener to check and declare meeting is quorate.
Administrator to note in minutes using the template text. As the required quorum was met, the Chair/ Convener declared the meeting open."
If not quorate, minutes to reflect actions being taken to ensure decisions are made by all organisation/s required
At the meeting, the Chair/ Convener should draw members' and attendees' attention to the register and:
• Ask members/ attendees to review their entry and ensure correct, highlighting any changes/ amendments;
• Draw attention to any interests that have been declared outside of the meeting and added to the register since they last met;
• Notify members/ attendees to any conflicts and have been identified prior to the meeting as well as the mitigation action/s;
• Ask members/ attendees to notify the Chair/ Convener of any additional interests pertinent to items on the agenda.
Administrator to note in minutes using the template text.
Attendees who participate in the meeting must also follow the meeting protocol and declare any interests in a timely manner.
If small amendment, e.g. interest has now ceased
Administrator to amend register and notify Corporate Governance Team of change.
When interests cease, they should be shaded grey and remain on the register for 6 months and then removed and recorded on a private register which should be kept for 6 years.
If larger amendment, e.g. an additional declaration
If ICB members have an additional interest to declare, this should be declared in line with the declaration process.
The Corporate Governance Team will then notify the Meeting Administrator of the change in declaration entry for the meeting register.
Chair/ Convener to make a decision as to how to manage each interest which has been declared, including whether/to what extent the individual member should continue to participate in the meeting on a case by case basis.
Administrator to note mitigating action in minutes using the template text

Appendix A1a: Electronic Declaration Form

When a new person starts working for/ with the ICB, a member of the Corporate Governance Team will create an online account for them on the Declare System. An automated email will be issued inviting the user to make a declaration of interest.

The Declaration of Interest Form can also be accessed online at the following address:

https://surreyheartlandsccg.mydeclarations.co.uk

The system advises how to make the 'right' type of declaration. The information requested is the same as set out in his policy.

Appendix A1b: Declaration of Interests Form (used for applicants for staff positions.)

Surrey Heartlands ICB Declaration of Interests Form

All staff under the scope[21] of the Surrey Heartlands ICB Standards of Business Conduct and Conflict of Interest Policy are required to complete a declaration form prior to starting with the ICB.

Please complete the below and return this form to the Governance Team (via syheartlandsccg.governance@nhs.net before your start date.

For any further guidance, please refer to the Standards of Business Conduct and Conflict of Interest Policy or speak to the Corporate Governance Team via the above email.

Name:			
Contact Email:			
Role:		**Banding:**	

Details of interest held (add additional rows if necessary):

Type of Interest	**Declared Interest** (Name of the organisation and nature of business)	**Description of Interest** (including for indirect interests, details of the relationship with the person)	**Date interest relates**		**Actions taken to mitigate risk** (choose from: Interest noted; withdraw from specific commissioning decisions; withdraw from specific commissioning discussion and decisions' or excluding from commissioning process)
			From	**To**	

[21] This includes all permanent, fixed term, temporary, agency, seconded or honorary contracted staff; any self-employed consultants or other individuals working for the ICB under a contract for services; and any practice staff (including GPs) who are involved in ICB 'business' and/ or decision-making, e.g., clinical work-stream leads, support to pathways or other projects and/ or members/ attendee of any committee, sub-committee or group of the ICB).

Type of Interest	Declared Interest (Name of the organisation and nature of business)	Description of Interest (including for indirect interests, details of the relationship with the person)	Date interest relates		Actions taken to mitigate risk (choose from: Interest noted; withdraw from specific commissioning decisions; withdraw from specific commissioning discussion and decisions' or excluding from commissioning process)
			From	To	

If you have no interests, please tick (✓) the below:

☐ I confirm I have no interests to declare.

The information submitted will be held by the ICB for personnel or other reasons specified on this form and to comply with the organisation's policies. This information may be held in both manual and electronic form in accordance with the applicable data protection related legislation.

Information **may be disclosed to third parties** in accordance with the Freedom of Information Act 2000 and **published in registers that the ICB holds** (publication on the ICB's website will be limited to staff at band 8A and above).

I acknowledge that any **changes in these declarations** must be notified to the ICB as soon as practicable and **no later than 28 days after the interest arises**. I am aware that if I do not make full, accurate and timely declarations then civil, criminal, or internal disciplinary action may result.

I confirm that the information provided above is complete and correct.

Signature: Date:

Please return this form to the Governance Team

Appendix A2: Template Register for declarations of interest for individuals

Name/	Role/ Position	**Type of Interest:** Financial/ Non-Financial Professional/ Non-Financial Personal	**Is the interest direct or indirect?**	**Declared Interest:** Name of the organisation & nature of business	Nature of Interest	Date of Interest		Action taken to mitigate risk
						From	To	

Appendix A3: Chair's/ Convener's Declarations of Interest Checklist

It is essential that declarations of interest and actions arising from the declarations are recorded formally and consistently across all committees and meetings, including joint committees.

This checklist has been developed with the intention of providing support in conflict-of-interest management to the Chair/ Convener of the meeting – prior to, during and following the meeting.

Timing	Checklist for Chair/ Conveners	Responsibility
In advance of the meeting	1. The agenda to include a **standing item on declaration of interests** to enable individuals to raise any issues and/ or make a declaration at the meeting. The register of interests (including a **definition of conflicts of interests** which is usually included in the register cover sheet) should also be accompanied with each agenda to provide clarity for all recipients.	Secretariat
	2. Chair/ Convener to review the following to **establish any actual or potential conflicts of interest** that may occur during the meeting: • The agenda of the meeting; • An up to date register of declarations for all members/ attendees; and • Chair/ Convener's checklist (this document), including list of options (see below) if an actual/ potential conflict is decided by the Chair/ Convener. This is with a view to: • identify any actual or potential conflicts of interest that may arise for any of the members; and • advise the administrator of actions to be taken, i.e., papers not circulated to member(s) and agree actions to be taken at the meeting, i.e., member(s) to leave the room for the item, etc. • This is also used as a check to confirm that no sensitive/ confidential items are being discussed in public meetings. If the Chair/ Convener requires any advice, they should contact the Conflict-of-Interest Guardian or Corporate Governance Team. **The Meeting Secretariat should not circulate papers**	Meeting Chair/ Convener and Secretariat

Timing	Checklist for Chair/ Conveners	Responsibility
	until the above confirmation has been received.	
	3. After papers are circulated, **members/ attendees should contact the Chair/ Convener** as soon as an additional actual or potential conflict is identified.	Members/ Attendees
During meeting	4. **Check and declare the meeting is quorate** and ensure that this is noted in the minutes of the meeting.	Meeting Chair/ Convener
	5. Chair/ Convener outlines **any conflicts agreed before the meeting** and how these will be managed; these must be minuted. They are to also ask members/ attendees to: • Confirm that their interests on the register are up to date and accurate; and • Declare any interests or conflicts pertinent to items on the agenda which have not already been declared, including the nature of the conflict. Convener/ Chair to agree mitigating action.	Meeting Chair/ Convener
	6. **As minimum requirement,** details should be **recorded in the minutes of the meeting**, e.g., Individual declaring the interest; at what point the interest was declared; nature of the interest; Chair/ Convener's decision and resulting action taken; the point during the meeting at which any individuals retired from and returned to the meeting – even if an interest has not been declared. • Attendees who participate in the meeting must also follow the meeting protocol.	Secretariat
Following the meeting	7. **All new interests declared** at the meeting should be promptly updated onto the declaration of interest form. • Secretariat to advise the Corporate Governance Team to ensure that their process is followed for staff declaring new interest(s).	Secretariat/ Individual(s) declaring interest(s)
	8. Corporate Governance Team to notify Secretariat of all details for new completed declarations of interest. Secretariat should **transfer these onto the register of interests.**	Secretariat

SECTION B – Receipt of Gifts; Hospitality; Individual Commercial Sponsorship and Inducements

14. Introduction

14.1. Section B addresses the handling of one one-off events relevant to an individual. For interests of an ongoing nature, please see Section A.

14.2. NHS Bodies are required have a procedure in place for all staff (as per section 4) to declare any gifts, hospitality, inducements, and commercial sponsorship which have been offered by contractors, suppliers, and others. This procedure is applicable whether offers are accepted or declined.

15. What are Acceptable Gifts and Hospitality

15.1. Acceptable Gifts

15.2. A 'gift' is defined as any item of cash or goods or any service, which is provided for personal benefit, free of charge or at less than its commercial value.

Gift Type	Value	Must be accepted/ Declined?	Needs to be declared?
Low cost branded promotional aids, e.g., items such as pens, diaries, calendars and stationery and other gifts acquired from meetings, events, or conferences.	Under £6 in total.	May be accepted	Need not be declared.
Several small gifts received from the same or closely related source in a 12-month period	£6 or more.	May be accepted.	Must be declared.
Gifts from suppliers or contractors doing business (or likely to do business) with the organisation/s	Must be declined whatever their value.		Must be declared.
Gifts of **cash and vouchers** to individuals.	Must always be declined.		Must be declared.
Gifts **from patients**, families, service users.	Under £50.	Can be accepted.	Need not be declared.
(Multiple gifts from the same source over a 12-month period should be treated the same way as single gifts over £50 where the cumulative value exceeds £50.)	Over £50.	Should be treated with caution and only accepted on behalf of the organisation, not in a personal capacity.	Must be declared.

15.3. Acceptable Hospitality

15.3.1. Hospitality must only be accepted when there is a legitimate business reason, and it is proportionate to the nature and purpose of the event.

15.3.2. It is not justifiable to provide hospitality solely to reciprocate hospitality received on some previous occasion.

Hospitality Type	Value	Must be accepted/ Declined?	Needs to be declared?
Meals and Refreshment	Under £25	May be accepted.	Need not be declared.
	Between £25 and £75	May be accepted.	Must be declared.
	Over £75	Should be refused unless (in exceptional circumstances) senior approval is given	Must be declared with a clear reason for this recorded on the register as to why it was permissible to accept.
Travel and Accommodation	Modest offers to pay some or all the costs related to attendance at events may be accepted.		Must be declared.
	Offers which go beyond modest require approval by a senior management and should only be accepted in exceptional circumstances. Non-exhaustive list of offers beyond modest includes: • Offers of business class or first-class travel and accommodation • Offers of foreign travel and accommodation		Must be declared. Individuals should be able to demonstrate that the acceptance or provision of hospitality would benefit the NHS or ICB. A clear reason for this should be recorded on the register as to why it was permissible to accept travel and accommodation of this type.
Offers from actual or potential suppliers	Caution should be exercised when hospitality is offered by actual or potential suppliers or contractors. These can be accepted.		Must be declared, if modest and reasonable. Senior approval must be obtained.

15.3.3. Hospitality provided at ICB meetings

- Hospitality, such as working lunches, are only to be provided by the ICB where authorisation is given from the appropriate Executive Director.
- These should be proportionate to the scale of the meeting/ event and should only be considered when delegates are in a meeting or at an external location for a significant period across ‘usual’ lunch hours (although this should be ideally avoided).

- Lunches should be limited to a buffet type sandwich meal and the most cost-effective provider should be chosen. Guidance on ensuring best value for money should be followed, e.g., providing refreshments on a 'pro-rata' basis; not 'over-ordering' etc.
- Lunches should not be provided at the end of a morning meeting or before the commencement of an afternoon one, for the sole purpose of providing a lunch.

15.4. Improper Gifts and Hospitality

15.4.1. All persons included in the scope of this policy shall not in any circumstances solicit, proposition, or agree to receive from any third party any form of gift, hospitality (including sporting and social events) or other benefit in return for doing or not doing anything in relation to the discharge of their duties and responsibilities on behalf of the ICB or for showing or not showing any favour in relation to such duties and responsibilities.

15.4.2. No unreasonable or excessive hospitality shall be accepted. The test that needs to be applied in all such situations is whether a fair-minded member of the public knowing the facts of the matter, would see anything improper or suspicious in receipt of the offer/ receipt of hospitality and whether the person would consider the hospitality to be reasonable in the context of the ICB's position as an organisation utilising public funds to provide services.

15.4.3. Should there be any doubt as to the appropriateness of accepting a gift, staff should either politely decline or consult with the Corporate Governance Team.

15.4.4. In some circumstances, it may be permissible for staff to accept and donate a gift to a named, registered charity. The offer and decline/ donation are required to be declared and recorded in the register, noting that a donation to charity was made.

15.4.5. Cash (including vouchers)/ Donations

- Any personal gifts of cash or cash equivalents (e.g., vouchers of a monetary value, tokens, offers of remuneration to attend meetings whilst in a capacity working for or representing the ICB) must always be declined, whatever their value (even if below £6 threshold) and whatever their source and must be declared.

15.5. Individual inducements and commercial sponsorships

15.5.1. Inducements and commercial sponsorship relating to an individual should always be declared and authorisation given by line managers.

15.5.2. Individuals should ensure that any individual inducements and/ or commercial sponsorships follow the principles outlined in section C of this policy.

16. How and When to Declare

16.1. Persons covered in the scope of this policy proposing to accept a gift, hospitality, inducement or individual commercial sponsorship (of the type and

within the parameters as outlined in section 15), must declare within 14 days of the offer and obtain prior authorisation from their line manager before accepting.

16.2. Line Managers are required to remind staff of their obligation to complete the online declaration process should they accept or decline any kind of gift, inducement, or hospitality.

16.3. Staff should note that the ICB's Register of Hospitality, Gifts and Inducements will be published on the ICB's website for which consent is sought on the declaration via the online form (template register- Appendix B1). See section 6.6 relating to non-consent to publication.

16.4. Those with responsibility for giving prior authorisation may use their discretion about approving the receipt of gifts, etc. but must follow the policy guidelines and give careful consideration to the following issues, consulting with the Conflict-of-Interest Guardian where applicable:

- What is the context/ intention?
- What is the recipient's scope of decision making/ influence?
- What is the value of the offer?
- What is the frequency of offers from this source?
- Is it a proportionate gift/hospitality – likely to be reciprocated?
- What is the benefit - can the recipient demonstrate the acceptance or provision of hospitality would benefit the ICB/ NHS?
- Is there any risk of adverse perception e.g., favouritism or bias or impartiality, that might result from acceptance?

16.5. If prior authorisation has not been sought or granted in advance of receipt, a preliminary warning of the consequences of failure to comply with this policy will be given (see section 8).

IN SUMMARY AND AS A RULE OF THUMB:

- **ALWAYS DECLARE offers whether accepted or declined- within the stipulated limits.**
- **ACCEPT gifts of little financial value below £6 value and modest gifts under the value of £50 from patients, families, and services users, without declaration.**
- **ALWAYS DECLINE gifts of any nature offered by suppliers or contractors linked (currently or prospectively) to the ICB's business, whatever the value.**
- **ALWAYS DECLINE gifts from other sources if accepting them, (a) gives rise to perceptions or bias or favouritism or (b) has no benefit for the ICB/ NHS.**
- **ALWAYS DECLINE cash or cash equivalents, e.g., vouchers.**

Appendix B1 Template Register of Gifts, Hospitality, Inducements, and Individual Commercial Sponsorships

Ref No.	Name and Role	Date offer received	Accepted or declined?	Date offers accepted or declined	Details of Gift/ Hospitality/ Inducement/ Commercial Sponsorship	Estimated Value	Supplier- Name and Nature of Business	First offer from Supplier. If no, please include details of previous offers received.	Reason for Accepting or Declining	Line Manager authorised (if applicable)?

SECTION C: Working with industry organisations (including joint working and working with pharmaceutical industry)

17. Introduction and Background

17.1. This section is intended for all staff involved on behalf of the ICB in working with industry (inc. the pharmaceuticals' industry) or other organisations potentially supplying the NHS. Commercial sponsorships for individuals should be declared as covered in section B.

17.2. All references to 'industry' refer to commercial organisations potentially supplying NHS with clinical and management support, e.g., homecare companies, manufacturers of nutritional products, manufacturers/suppliers of stoma and continence products, other companies whose products are subject to the licensing provisions of the Medicines Act, third party commercial organisations etc.

17.3. Working with Industry can take many forms. Usually, they take the form of a donation, grant, Benefit in Kind, or joint working arrangement. These arrangements may be with single or multiple organisations. This section addresses the ICB handling of all:

Description	Name	Examples
Donation, grant or Benefit in Kind to enhance patient care, or benefit the NHS and maintain patient care	Benefit in kind service	• Medical and Educational Goods and Services (MEGS) (Pharmaceutical industry only, usually provided by a third party).
	Organisational Sponsorship	• Grant for attending courses or supporting publications. • Sponsorship for running education and training events.
Pooling of NHS and industry skills, experience and/or resources for the benefit of patients within a formal written agreement	Joint working arrangements	• Development of pathway and services to improve management of a long-term condition. • Development of a bespoke education and training programme for primary care.

17.4. The ICB has a mechanism in place for approval of any commercial arrangements (see Appendix C1).

17.5. All such offers of commercial sponsorship, whether accepted or declined, must be declared, and recorded on the Register of Sponsorship/ Agreements with

Industry (see Appendix A1 for process). This should be done by the ICB's sponsorship lead on behalf of the organisation/s.

17.6. Department of Health Best Practice Guidance[22] for joint working between the NHS and the Pharmaceuticals' industry defined joint working as situations where, for the benefit of patients, organisations pool skills, experience and/or resources for the joint development and implementation of patient centred projects and share a commitment to successful delivery. Joint working agreements and management arrangements are conducted in an open and transparent manner. Joint working differs from sponsorship, where companies (inc. pharmaceutical companies) simply provide funds for specific event or work programme.

17.7. Consent should be given for all organisation level working with industry projects to be disclosed as part of the Association of British Pharmaceuticals' industry (ABPI) Disclosure UK initiative. Further information about the scheme can be found on the ABPI website[23].

18. Aims and Objectives

18.1. The aims of this section are to:

- Assist the ICB to achieve its objectives and delivery of national and local priorities by building effective and appropriate working relationships with industry (inc. the pharmaceuticals' industry).
- Inform and advise staff of their main responsibilities when entering joint working and sponsorship arrangements with industry (inc. the pharmaceuticals' industry).
- Assist NHS employers and staff in maintaining appropriate ethical standards in the conduct of NHS business.
- Ensuring transparency and openness in collaborative working with industry partners.

19. Principles of Working with Industry

19.1. The following principles will apply to working with industry:

- Professional codes of conduct as described in extant NHS guidance.
- Schemes must not be linked to the purchase and supply of products and company must agree not to promote or advertise its own products within the work it is supporting.

[22] Department of Health Interactive toolkit for joint working between the NHS and the pharmaceutical industry, 2010: https://webarchive.nationalarchives.gov.uk/20130123193137/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_082840

[23] ABPI website: http://abpi.org.uk/ethics/ethical-responsibility/disclosure-uk/

- Clinical aspects of care, including the development of guidelines or protocols, should be in accordance with the Surrey and North West Sussex Area Prescribing Committee guidance. Proposals should be reviewed and overseen, the Surrey Medicines Commissioning Group (MCG) and/ or the ICB's own decision-making structure if deemed appropriate.
- Contract negotiations will be negotiated in line with the NHS values and in line with the ICB Standing Financial Instructions.
- The confidentiality of information received in the course of working with industry arrangements must be respected. Confidential information must not be disclosed by parties for any purpose except the agreed purpose/s as outlined in the contract, without first obtaining the written agreement of the other party.
- Working with industry arrangements should take place at a corporate, rather than an individual level. For individual commercial sponsorship, see section 15.5.
- Clinical and financial outcomes will be assessed and approved following the process described in Appendix C1.
- A mutually agreed and effective exit strategy will be in place at the outset of any working with industry arrangement detailing the responsibilities of each party and capable of dealing with a situation where premature termination may become necessary.
- The potential implications for patients and the NHS, together with the perceived benefits for all parties should be clearly outlined before entering into any initiative.
- All working with industry schemes will be time-limited. Repeat offers to undertake work on a rolling basis will need to be re-considered through the approval process if outside of the originally agreed timescales.
- An approval for a working with industry project applies to that project. Further approval does not need to be sought unless significant changes are made to the project.
- It is recommended that all projects are risk assessed in line with the ICB's Risk Management Strategy and Policy.

19.2. Examples of areas of potential working with industry (not exhaustive) include:

- Training and development of staff - some companies offer management and organisational development training.
- Development and implementation of prescribing strategies, protocols or guidelines (including guideline publication costs).

- Educational leaflets - companies may contribute to the cost of producing leaflets in exchange for the company logo being printed on the leaflet, where the size and position of the logo is agreed by the ICB.
- Information technology and other data collection tools.
- Funding of all or part of the costs of a member of staff.
- Provision of samples/ resources e.g. inhalers; sip feeds to support independent training events.

19.3. Working with industry is unlikely to be approved in the following areas:

- **Where offers to support a switch to one particular drug/ product** is made which may be seen as restricting patient choice (where the local formulary states more than one preferred choice) and alternative providers have not been requested to make a case for their drug/ product. The ICB should be seen to be impartial and independent of commercial organisations.
- **Equipment** for use in the NHS. This should be procured by the NHS to ensure that it meets required standards.

19.4. NHS Hosting Arrangement

19.4.1. There are occasions when more than one NHS organisation will enter into a specific working with industry initiative with a commercial company. One ICB may choose to be the 'host' NHS organisation. This ICB enters into a legal agreement with the commercial company and the authorisation process in this policy is applied.

19.4.2. Both the commercial company and the ICB publish the existence of the agreement.

19.4.3. The additional requirement is that all the NHS partners sign a formal Memorandum of Understanding (MoU) supporting the initiative and accepting any necessary risk sharing. The provision in this clause is principally designed to support the work of the Surrey Heartlands Integrated Care System working with industry.

20. Confidentiality and Data Protection

20.1. No information should be supplied to any third parties, from whom they could gain a commercial advantage nor should information which is not in the public domain be supplied unless a Mutual Non-Disclosure (confidentiality) Agreement (Appendix C4) has been signed between the third parties and the NHS organisation. This agreement will define the purposes for which the information can be used and limitation on its usage.

20.2. Any working with industry agreement should comply fully with the legal and ethical requirements for the protection and use of patient information and other

NHS confidential data, in accordance with The ICB's Information Governance related policies.

20.3. All patient identifiable identification should be securely removed from the data before it is provided to the company. Reports or information from the work should not be used or published elsewhere without explicit permission from the NHS organisation concerned.

20.4. Arrangements should never be agreed whereby personnel from external companies can gain unauthorised access to patient or staff records. If a non-NHS employee is undertaking work on behalf of an NHS organisation they should have a Disclosure and Barring Service (DBS) check and there should be a formal secondment agreement and/or honorary contract in place.

21. Approval of Benefit in Kind/ Medical and Educational Goods and Services (MEGS) projects

21.1.1. Initial Proposal Summary (Appendix C3) should be completed for all Benefit in Kind and collaborative transformation projects (including joint working).

21.1.2. If the proposed Project Sponsor agrees that the project has potential and meets the acceptable parameters of this Policy, then the project sponsor should submit the proposal to the secretary of Surrey Medicines Commissioners Group. The proposal will be assessed against the criteria in Appendix C2. Sufficient detail should be submitted to allow assessment of the proposal.

21.2. Surrey Medicines Commissioners Group will be asked to assess the arrangements. Surrey Medicines Commissioners Group will review the impact of any agreed arrangements.

21.3. A Memorandum of Understanding to include all non-industry partners involved in the project should be completed.

21.4. The project will also be reviewed by ICB's Medicines Optimisation Group/s who will recommend to the Executive Team for approval.

21.5. The ICB's Project Sponsor should declare on the 'host' ICB's Register (see section 19.4).

21.6. Examples of MEGS projects could include:

- Pharmaceutical company pays for a third party company to provide respiratory nurses to audit and review asthma patients.

22. Approval of Commercial Sponsorship for Training and Educational Events

22.1. Sponsorship General Principles

22.1.1. The ICB may seek, or accept commercial sponsorship for courses, conferences, project funding, meetings and publications in connection with ICB or their GP practices activities. All such offers, whether accepted or declined,

must be declared and recorded on the Register of Interests with the “ICB/s” as the named individual.

22.1.2. Advice on whether or not it would be appropriate to enter into a sponsorship agreement is available through the Corporate Governance Team. If such sponsorship agreements are reasonably justifiable and otherwise in accordance with this statutory guidance, then they may be accepted.

22.1.3. Acceptance of commercial sponsorship should not in any way compromise commissioning decisions of the ICB or be dependent on the purchase or supply of goods and services.

22.1.4. It is the responsibility of the Event Lead to declare on the ICB’s register on behalf of all involved. If any gifts/ hospitality/ honoraria is received for any individual/s, this should be declared by the individual as per section 15.

22.2. Authorisation Procedure for Sponsorship

22.2.1. The criteria for approval of sponsorship of a meeting, education or training event is in Appendix C5.

22.2.2. All pharma-related initiatives/ events must be supported by the Associate Directors of Medicines Optimisation Group. All initiatives/ events will be noted and tracked by the Surrey Heartlands Medicines Optimisation Group. If non-pharma related, all initiatives/ events will be approved and tracked by the individual’s line manager.

22.2.3. If the ICB becomes aware of any unapproved sponsorship or sponsorship where the required provisions have not been met, the ‘Event’ may be subject to cancellation. The failure to comply with this policy will be treated as a “breach” (see section 8) with appropriate action taken.

22.3. Sponsorship for Training

22.3.1. Sponsorship for training should only be considered, subject to the following conditions being met:

- The ICB course organiser retains overall control of the event;
- The industry sponsor does not have the right to present any material without prior agreement by the ICB/s;
- Where the organiser considers additional value may be gained from a presentation by the industry sponsor, the content of the material is agreed in advance of the meeting;
- Where course material is provided by a commercial (inc. pharmaceutical) company, there is no promotion of specific products (the name of the company supporting the training event is acceptable) and promotion of the education event excludes product advertisement;
- Hospitality must be secondary to the purpose of the meeting and the level of hospitality, including the venue, should be appropriate / proportionate. All hospitality received must be declared by individuals (see Section A);

- Receipt of sponsorship does not imply the ICB endorsement of any product or company; the industry sponsor does not use the ICB's name/contact to promote products outside the meeting; any stand the sponsor uses to promote products is to be outside the main meeting room (where practicable); and there should be no promotion of products apart from that pertaining to the organised event in question, set out in writing and agreed in advance;
- Where training is sponsored by industry sources, the fact must be disclosed in the papers relating to the meeting and in any published proceedings, e.g. minutes, action notes;
- Honoraria received by any speakers or chair are declared by individuals (see Section A); and
- Attendance of the meeting by the industry sponsor is at the discretion of the ICB course organiser and must be agreed before the meeting and disclosed.

22.3.2. When organising any sponsorship, staff should always consider approaching a number of potential industry sponsors so that the organisation is not seen to be favouring one particular company or product.

22.4. Examples of Commercial Sponsorship could include:

- Manufacturer of a medicine for diabetes sponsoring a ICB organised educational event for primary care teams; or
- Manufacturer of wound management products sponsoring printing of local wound formulary.

23. Approval of Joint Working Arrangements

Note that Surrey Heartlands Integrated Care System refers to Collaborative Transformation Projects which covers wider industry partners. Joint working arrangements only refer to projects with pharmaceutical industry.

23.1. Initial Proposal Summary (Appendix C3) should be completed for all Benefit in Kind and collaborative transformation projects (including joint working). If the proposed Project Sponsor agrees that the project has potential and meets the acceptable parameters of this Policy, then process outlined in Appendix C1 should be followed.

23.2. The Initial Proposal Summary should then be submitted to the Medicines Optimisation Group (MOG).

23.3. A proposed joint working arrangement requires the Project Sponsor to submit a Project Initiation Document (see Appendix C6). A Project Oversight Group will be convened to oversee the project (see Appendix C6 for template Terms of Reference).

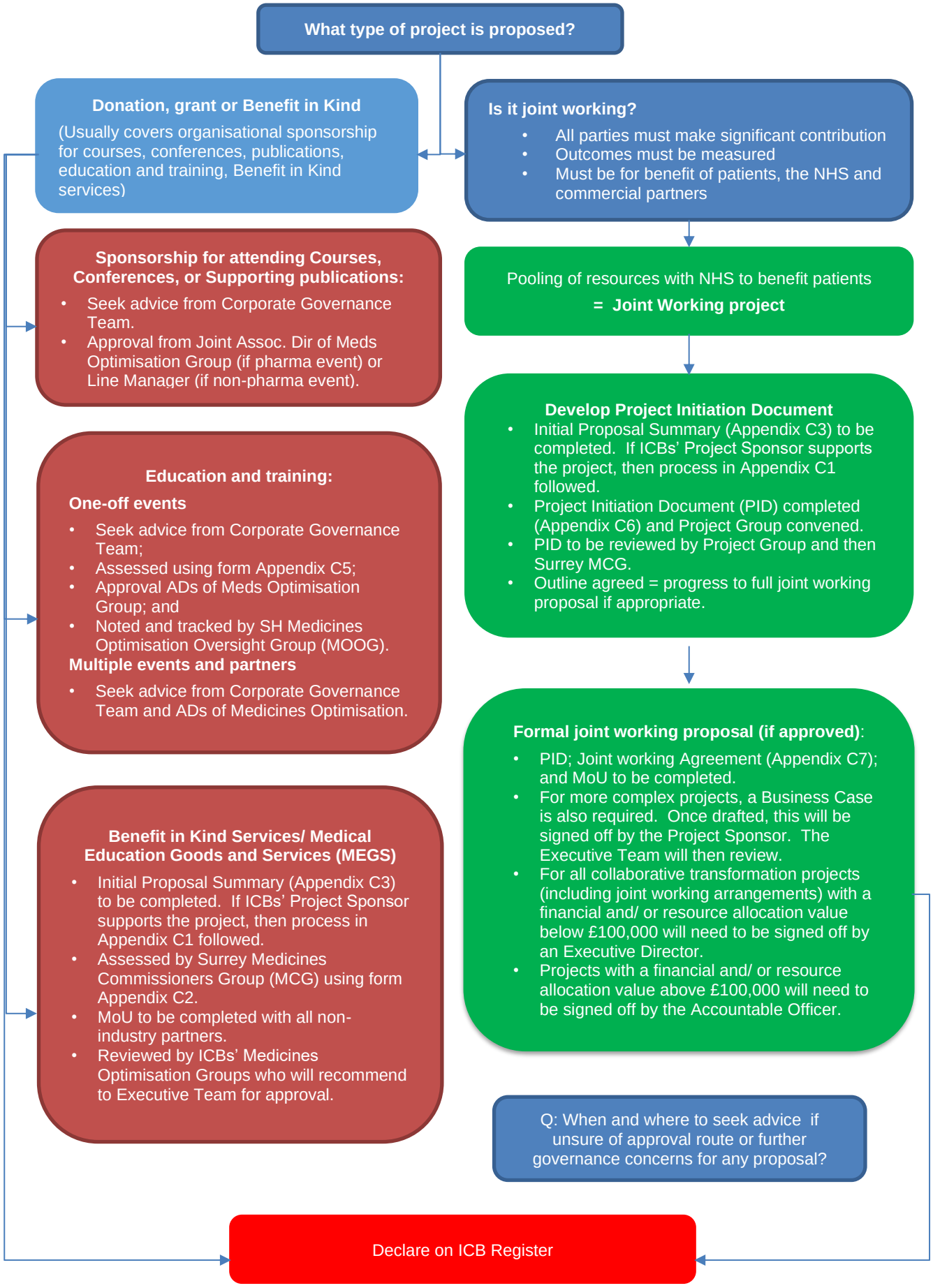
23.4. The Project Initiation Document must be submitted to the Project Group and Surrey Medicines Commissioners Group (MCG) for review and assessment. The Surrey MCG will review the Project Initiation Document taking into consideration the impact on the priorities both in the ICB and the local NHS landscape.

23.5. If approved as being a clinically appropriate scheme that fits with the ICB/s' Operating Plan and key clinical and commissioning priorities, the Project Group and Surrey MCG will recommend for the following to be submitted to the Executive Team for approval:

- For all collaborative transformation projects (including joint working arrangements):
  - Project Initiation Document;
  - Joint Working Agreement (Appendix C7); and
  - Memorandum of Understanding to include all partners involved in the project.
- For more complex projects requiring multiple organisations and/ or a high level of NHS investment, a Business Case is also required. Once drafted, the Business Case will be signed off by the Project Sponsor and then reviewed by the Executive Team for approval.
- For all collaborative transformation projects (including joint working arrangements) with a financial and/ or resource allocation value below £100,000 will need to be signed off by an Executive Director. Projects with a financial and/ or resource allocation value above £100,000 will need to be signed off by the Accountable Officer.

23.6. Information on these frameworks can be found on Department of Health Moving beyond sponsorship: Interactive toolkit for joint working between NHS and the pharmaceutical industry August 2010.

Appendix C1: Working with Commercial Companies – process for decision-making



Appendix C2: Working with Industry Preliminary Assessment

All proposed Medical and Educational Goods and Services (MEGS)/ Benefit in Kind services proposals from commercial partners should be submitted in writing Secretary of Surrey Medicines Commissioners Group. The proposals will be approved by Surrey Medicines Commissioners Group using the questions below. Advice from subject matter experts will be sought relevant to the clinical area of the proposal.

Sufficient information should be provided to enable assurance to the ICB that the proposal will provide benefits to the health economy and meets required governance standards.

	Question
1	**Overview of proposal** Does the proposal demonstrate how it will provide either?: • Enhanced patient care or, • Benefit to the NHS and maintenance of patient care?
2	**Written Protocols** Do the written protocols used for the service make clear?: • Roles and responsibilities of all parties involved • How patients will be informed of the service and their consent obtained to participate • Clinical process to be followed (if appropriate) • Choice of treatments offered to patients • How patient confidentiality and data governance requirements will be adhered to (NHS IG Toolkit compliance) • Follow up required by NHS clinicians or services
3	**Service provider** Where the proposal uses a service provider that has direct contact with patients, are we assured that: • Only appropriately qualified health care professionals are utilised with the required skills and competencies • Required DBS checks are completed • Adequate indemnity arrangements are in place • Formal secondment agreement and/or honorary contract in place

	Question
4	**Clinical quality** Do the clinical aspects of the scheme align with local guidelines / clinical pathways? Does the scheme have any implications for other aspects of healthcare? e.g. create demand for lab tests, increase demand on other services
5	**Outcomes** Does the proposal have identified outcomes that can be measured / audited? Will outcomes / results be made available to NHS organisations to enable further learning?
6	**Timescales and Legacy** Is it clear how long the service will continue for? Does the proposal have an appropriate exit process / handover arrangements?

Appendix C3: Working with industry- Initial Proposal Summary

Company	
Industry contact	
Sector	
Industry body	
Surrey Heartlands ICB contact	
ICB Project Sponsor	

Area of opportunity
Citizen benefit
Surrey Heartlands system benefits (*aligned to system priorities)*
Industry partner benefit
Types of partnership
The following types of partnership are covered by existing ICS governance arrangements (insert title of document). You will need to seek additional governance guidance for other types of partnership.

Donation, grant or Benefit in Kind		
Education and training	Any industry partner	Yes/No
Benefit in kind service	Any industry partner	Yes/No
Medical Education Goods and Services (MEGS) grant*	Pharmaceutical industry partner	Yes/No

Collaborative transformation project		
Collaborative transformation project	Non-pharmaceutical industry partner	Yes/No
Joint working arrangement*	Pharmaceutical industry partner	Yes/No
Other		
		Yes/No
** Joint working arrangements and Medical Education Goods and Services are ABPI Code of Practice specific terms and therefore only relate to pharmaceutical industry partners who are part of the Association of British Pharmaceutical Industry.*		
Next steps		

Appendix C4: Template for the mutual non-disclosure agreement

Template for the Mutual Non-Disclosure Agreement

Date: 201[ ]

Parties:

[NAME OF INDIVIDUAL] of [address of individual]
OR
[NAME OF COMPANY], a company registered in [England] under company number [number on Register of Companies] whose registered office is at [address of office on the Register of Companies]

and
[NAME OF INDIVIDUAL] of [address of individual]
OR
[NAME OF COMPANY], a company registered in [England] under company number [number on Register of Companies] whose registered office is at [address of office on the Register of Companies]

1. Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party for the purpose of [insert details e.g. discussing the possibility of the parties entering into a joint venture] (the Purpose).

2. Each party to this Agreement is referred to as 'the Recipient' when it receives or uses the Confidential Information disclosed by the other party.

3. The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose, without first obtaining the written agreement of the other party.

4. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party [except to its employees [and professional advisers] who need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in clause 3 above and this clause 4.

5. The undertakings in clauses 3 and 4 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
   a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
   b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party.

6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

7. The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.

7. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose.

8. The undertakings in clauses 3 and 4 will continue in force [indefinitely] for [insert number] years from the date of this Agreement].

9. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Signed [by [insert name] OR [on behalf of] [insert name] by its duly authorised representative]:

Signature _____

Name _____

Position _____

Signed [by [insert name]] OR [on behalf of] [insert name] by its duly authorised representative]:

Signature_____

Name _____

Position _____

Appendix C5: Commercial (inc. the Pharmaceuticals' industry) sponsored meeting, education or training event form

To be completed by the event organiser. Please attach details of meeting.

To: *(Name of company lead)* .....

Of: *(Insert company name)* .....

Date of meeting: *(date)*

Venue: ……

Title of event: .....

All sponsored meetings or educational meetings will only be agreed if they meet the requirements below. Information may need to be submitted to the ICB by the industry sponsor to demonstrate that the requirements below are met.

Event Organiser Details

Name: ..... **Designation:** …….

……ICB

Sponsor Acceptance of Requirements and Details

Please confirm that you accept the requirements on this form by signing below.

Signed: .....**Date:** .....

Print name: .....**Company:** .....

Requirements

1	Sponsorship of the meeting is disclosed in all invites and papers related to the meeting, to enable attendees to be aware of the sponsorship. This will usually be in the form of "sponsored by an unrestricted education grant by *insert name of company*".
2	The ICB organiser retains overall control of the event, including agreeing all speakers and meeting content. A ICB subject matter expert or senior member of Medicines Management Team should be consulted prior to agreeing course materials.
3	If the ICB organiser agrees that the sponsor can present material at the meeting, the content must be agreed in advance by the ICB organiser.
4	Where course material (including presentations) are provided by a commercial company, the content must be agreed in advance by the ICB organiser.

	There should be no promotion of specific products (the name of the company supporting the training event is acceptable) and promotion of the education event excludes product advertisement.
5	The sponsor agrees that any stand to promote products is outside the main meeting room (where practicable) and that attendance by representatives of the company is at the discretion of the ICB organiser. Representatives may be requested to withdraw from some or all of the meeting.
6	Honorarium received by any speakers or the meeting Chair are declared at the meeting, as well as on relevant Registers of Interest.
7	During dealings with sponsors there must be no breach of patient or individual's (including staff) confidentiality or data protection legislation.
8	The ICB is not seen to endorse individual companies or their products.

Next Steps

- Submit completed form and event details to the ICB Head of Governance for approval.
- Enter a declaration on the ICB Register of Interests as advised by the Head of Governance.

Please note that approval must be granted before the event takes place.

Appendix C6: Joint Working: Project Initiation Documentation

This project initiation documentation is for joint working arrangements / collaborative transformation projects Benefit in Kind

If working with the pharmaceutical industry this will be a joint working. Full guidance can be found in the ABPI Code of Practice.

Company	
Industry contact	
Sector	
Industry body	
Surrey Heartlands ICB contact	
Transformation programme or work stream	
Initiation phase checklist	
Have you completed the initial project summary?	
Have you convened a Project Group with agreed terms of reference to develop and manage this proposed project? *Attachment 1 n project terms of reference templates*	
If working with a pharmaceutical partner as a joint working arrangement, have you completed the *joint working criteria* checklist with your industry contact? *Attachment 2 joint working criteria checklist*	

Project Initiation Document

Title	
Author	
For decision/ discussion/ noting *(delete as appropriate)*	

Issue	Issue Date	Version	Issued To

Background:	*Brief statement on the explaining the context of the project, and steps taken to arrive at the current position of requiring a project.*
Project definition:	*Explain what the project needs to achieve under the following headings:*
Objectives:	*Describe the project's objectives*
Project deliverables:	*Describe the deliverables and/or desired outcomes of the project.*
Scope:	*Describe the projects products and their requirements or features.*
Constraints:	*Describe any constraints within which the project will have to operate*
Acceptance criteria:	*Describe in measurable terms those aspects of the final product which it must demonstrate for the product to the acceptable*
Project approach:	*Define the type of solution to be developed or procured by the project. It should also identify the environment into which the product must be delivered*
Interfaces:	*Describe the interfaces between the project and other service areas*
Assumptions:	*Describe the assumptions which are being made within the project.*
Business case:	*Explain why the project is being undertaken*

Information governance:	*Define how it is intended that products will be delivered that meet IG standards and policies?* *Where work is to be done in GP practices, the practice/s need to undertake a DPIA (Data Protection Impact Assessment). The Practice/s' Data Protection Officer (DPO) should also be made aware at this stage in the process. If the Practice/s' DPO raises any concerns at this stage, please detail here, as well as how these issues have been addressed and any actions taken.* *Please speak to IG Team for further details and requirements.*
Project organisational structure:	*Describe the organisational structure of the project within the following headings:*
Stakeholders:	*Explain who all the relevant stakeholders are.*
Project executive / sponsor:	*Identify the individual or group that is taking the role of Project Executive or Sponsor*
Project manager:	*Identify the Project Manager*
Project team:	*Identify the members of the Project Team, if one is present*
Quality:	*Define how it is intended that products will be delivered that meet the quality expectations and agreed quality standards.*
Project plan:	*At a high level show how and when the projects objectives are to be achieved. Include the activities and resources and milestones.*
Project controls:	*State how control is to be exercise within the project and the reporting and monitoring mechanisms which will support this*
References:	
Timescales and Legacy	*Is it clear how long the service will continue for?* *Does the proposal have an appropriate exit process/ handover arrangements?*
Evaluation/ Outcomes	*Include an explanation of how you will evaluate your project to show whether outcomes have been achieved. Include the resource you plan to allocate - see Surrey Heartlands ICS Evaluation Strategy for further guidance.*

Attachment 1: Terms of Reference templates- Project Groups

Below are templates for Terms of Reference, which must be considered carefully and adapted to meet the requirements of the relevant parties. These templates have been taken and adapted from the Department of Health toolkit for joint working arrangements.

Attachment 1a: Non-pharmaceutical industry partner

Collaborative Transformation Project Group - Terms of Reference

The Collaborative Transformation Project Group will be the accountable body for the effective planning and implementation of the *insert name of project* such that *insert name of project* results in outcomes that benefit patients, *insert name of NHS organisation* and *insert name of company*.

The Group will ensure that the following are clearly identified and agreed:

- The vision, objectives and outcomes of the project
- Deliverables and key success factors
- Timelines and milestones
- Accountabilities, roles and responsibilities
- Governance arrangements
- Arrangements for monitoring and evaluation
- An exit strategy.

It will ensure transparency and probity in the conduct of the project, compliance with **DH Guidance**, professional and NHS standards of business conduct. It will draw up a **collaborative transformation project agreement** on behalf of the parties.

It will be accountable for the development, sign-off, delivery and communication of all formal documentation necessary for the effective running of the project, including:

- A Project Initiation Document;
- Risk assessment;
- Business case; and
- Detailed project plan, including management of and communication with stakeholders.

It will be accountable for management of budgets and use of other resources.

It will put appropriate monitoring and evaluation processes in place and monitor progress against objectives, milestones, deliverables, and the project plan, with responsibility for anticipating, highlighting and resolving challenges to delivery of the plan.

In reviewing progress, it will make decisions on revisions to the arrangements as and when necessary. It will also recommend continuation or termination of the project,

including in the case of the former, what appropriate structures and mechanisms will be needed to embed the project into the normal business of the parties.

It will ensure that decision-making processes are transparent and equitable and will manage any differences or conflict between the parties.

The Group will be co-chaired by representatives of the parties and comprised of individuals from the parties and others essential to the smooth running of the project. *Specify membership (this must include IG representative)*

The Group will conduct its business through meetings *specify frequency* and *insert any other arrangements.*

Attachment 1b: Pharmaceutical industry partner

Joint Working Project Group - Terms of Reference

The Joint Working Project Group will be the accountable body for the effective planning and implementation of the *insert name of project* such that *insert name of project* results in outcomes that benefit patients, *insert name of NHS organisation* and *insert name of pharmaceutical company*.

The Group will ensure that the following are clearly identified and agreed:

- The vision, objectives and outcomes of the project
- Deliverables and key success factors
- Timelines and milestones
- Accountabilities, roles and responsibilities
- Governance arrangements
- Arrangements for monitoring and evaluation
- An exit strategy.

It will ensure transparency and probity in the conduct of the project, compliance with **DH Guidance**, professional and NHS standards of business conduct, and the **ABPI Code of Practice**. It will draw up a **joint working agreement** on behalf of the parties.

It will be accountable for the development, sign-off, delivery and communication of all formal documentation necessary for the effective running of the project, including:

- A Project Initiation Document;
- Risk assessment;
- Business case; and
- Detailed project plan, including management of and communication with stakeholders.

It will be accountable for management of budgets and use of other resources.

It will put appropriate monitoring and evaluation processes in place and monitor progress against objectives, milestones, deliverables, and the project plan, with

responsibility for anticipating, highlighting and resolving challenges to delivery of the plan.

In reviewing progress, it will make decisions on revisions to the arrangements as and when necessary. It will also recommend continuation or termination of the project, including in the case of the former, what appropriate structures and mechanisms will be needed to embed the project into the normal business of the parties.

It will ensure that decision-making processes are transparent and equitable and will manage any differences or conflict between the parties.

The Group will be co-chaired by representatives of the parties and comprised of individuals from the parties and others essential to the smooth running of the project. *Specify membership (this must include IG representative)*

The Group will conduct its business through meetings *specify frequency* and *insert any other arrangements.*

Attachment 2: joint working criteria checklist

This checklist is taken from “joint working: A Quick Start Reference Guide for NHS and pharmaceutical industry partners” by the ABPI and supported by the Department of health and NHS Confederation.

All potential parties should review this checklist and satisfy themselves that each criterion would be met under the project.

RED QUESTIONS			
If the answer to any of red questions is no, the project is not a true joint working arrangement and should not be viewed as such. Appropriate steps to address the outstanding areas should be taken before proceeding further under the heading of joint working.			
		Y	**N**
1	The main benefit of the project is focused on the patient		
2	All parties acknowledge the arrangements may also benefit the NHS and pharmaceutical partners involved		
3	Any subsequent benefits are at an organizational level and not specific to any individual		
4	There is a significant contribution of pooled resources from each of the parties involved (taking into account people, finance, equipment and time)		
5	There is a shared commitment to joint development, implementation and successful delivery of the patient-centred project by all parties involved.		
6	Patient outcomes of the project will be measured and documented		
7	All partners are committed to publishing an executive summary of the joint working agreement		
8	All proposed treatments involved are in line with national guidelines where they exist		
9	All activities are to be conducted in an open and transparent manner		
10	Exit strategy and any contingency arrangements have been agreed		
AMBER QUESTIONS			
A negative response to the amber questions signals potential issues that may arise. These should be addressed as soon as possible to ensure successful and timely project delivery. If all the answers are ‘yes’ you should proceed with internal compliance discussions. Pharmaceutical partners must verify that the project complies with the ABPI Code of Practice.			

		Y	N
11	Will the project be managed by a joint project team with pharmaceutical industry and NHS with any appropriate third party representation?		
12	Do all parties and their respective organisations have appropriate skills and capabilities in place to manage the project thus enabling the delivery of patient outcomes?		
13	Have all partner organisations got clear procedures in place for reviewing and approving joint working projects?		
14	Are all parties aware of and committed to using the joint working agreement template (or equivalent) developed by the DH and the ABPI?		
15	Are all partners clear on who within their organisation is the signatory to ensure joint working agreements can be certified?		

Appendix C7: Joint Working with Industry Project Agreement

Form C7a: For use with pharmaceutical partners

Company	
Industry contact	
Sector	
Industry body	
Surrey Heartlands ICB contact	
Transformation programme or work stream	

JOINT WORKING AGREEMENT TEMPLATE
AN AGREEMENT FOR JOINT WORKING BETWEEN
Insert first party
AND
Insert second party (and any others as necessary)
FOR
Insert title of joint working initiative

This agreement is to set out the principles and values that should underpin the joint working arrangement, as well as the objectives and modus operandi for the *insert title of joint working initiative*.

1. Name and Members of the Joint Working Arrangement

The *insert title of joint working initiative* will be a joint working arrangement between:

- *Insert first party*
- *Insert second party (list further parties if more than two)*

The working members will be known as the *insert title of joint working initiative* Joint Project Group. The number of Joint Project Group members will be decided to enable decision making to be as effective as possible whilst ensuring inclusiveness. Joint Project Group members will be designated by the parties. No more than *insert number* core Joint Project Group members may be assigned to the joint working arrangement by any party, except by agreement of the parties. Joint Project Group members may be replaced by an individual from their organisation at any time by a party to ensure continuity. Ad hoc membership may be agreed by the parties from time to time.

Insert relevant name/party will provide secretariat and co-ordination support for the *insert title of joint working initiative*, by agreement with the Joint Project Group.

2. Aims and Objectives

Insert a paragraph giving a summary of the aims and objectives of the joint working project.

3. Values

The following values should underpin joint working:

- *Transparency and trust*
- *Appropriateness of projects*
- *Patient focused*
- *Value for money*
- *Reasonable contact*
- *Responsibility*
- *Impartiality and honesty*
- *Truthfulness and fairness*.

4. Principles of joint working

The following principles will apply to joint working:

- All joint working must be for the benefit of patients;
- Joint working will be conducted in an open and transparent manner;
- Joint working will take place at a corporate, rather than an individual, level;
- Arrangements will be of mutual benefit, the principal beneficiary being the patient;
- Contract negotiations will be negotiated in line with NHS values;
- Confidentiality of information received in the course of the arrangement will be respected and never used outside the scope of the project;
- All patient identifiers will be removed from data to preserve and respect patient confidentiality in line with the Data Protection Act;
- Reports and information pertaining to the agreement / projects will not be used or published without explicit permission given by all parties;
- Joint working must not be used or seen as endorsement or promotion of any specific medicine or product;
- Pharmaceutical companies must comply with the ABPI Code of Practice for the Pharmaceutical Industry at all times;
- All NHS employed staff must comply with NHS, and relevant professional body, Codes of Conduct at all times, and be aware of DH Guidance relating to joint working with the pharmaceutical industry (*Best Practice Guidance for joint working between the NHS and the Pharmaceutical Industry, February 2008*).

5. Procedures at Joint Project Group Meetings

- All members should make every effort to be present at Joint Project Group meetings;
- The quorum for meetings will be at least *insert number* member from each party;
- All discussions taking place in meetings will be confidential, unless stated otherwise, and not disclosed to any unauthorised person. In particular no view or opinion expressed will be attributed to any member by name;
- Decisions will be made by consensus of the parties;
- If any members of the joint working project are not present at a Joint Project Group meeting, their views will be requested either prior to or after the meeting;
- In the event of no consensus being achieved, a majority agreement will be accepted based on at least *insert number* Joint Project Group members from each party supporting the decision.

6. Powers of the Joint Project Group

- The Joint Project Group will decide by consensus what projects and plans the parties wish to undertake;
- The Joint Project Group may set up sub-committees or working groups which can include ad hoc members or non-members. The Joint Project Group will ratify recommendations made by sub-committees or working groups;

7. Selection of Consultancies *(if applicable)*

Where any work requires the involvement of a selected external consultancy, this will be selected by the following process:

- Drafting and sign-off of Terms of Reference for the consultancy input required;
- Drafting and sign-off of quantitative and qualitative Evaluation Criteria for potential suppliers;
- Agreement of a List of Suppliers to be invited to tender for the work;
- Issuing of Terms of Reference and Evaluation Criteria to potential suppliers;
- Receipt and evaluation of proposals from suppliers against the Evaluation Criteria;
- Short-listing of potential suppliers;
- Presentations by potential suppliers to the Joint Project Group;
- Final selection of successful supplier(s).

Any selection process will be open and transparent, and if undertaken by an NHS organisation, will comply with the requirements of the relevant Standing Financial Instructions and Standing Orders.

Consultancies will comply with the relevant Codes of Conduct and Practice referred to in 4 above.

8. Finances

- The finance provide by each party will be limited to that agreed. Additional finance may be provided from other sources if agreed by the Parties;
- All monies of the joint working arrangement will be held by *insert partner* and paid against approved invoices;
- The Joint Project Group will monitor finances and record costs incurred

9. Outputs, Monitoring and Evaluation

- The length of the arrangement, the potential implications for patients and the NHS, together with the perceived benefits for all parties, together with a mutually agreed exit strategy, will be clearly outlined before commencement of joint working.
- The parties will agree arrangements for recording, monitoring and evaluating the joint working arrangement.

10. Data Ownership

- All data generated by the project will be owned *insert ownership arrangements* by the parties;
- No data will be disclosed to any third party except on the explicit agreement of all parties;
- Patient confidentiality will be maintained at all times.

11. Communication

- All external communication regarding the joint working arrangement and associated projects will be agreed by the Joint Project Group;
- All internal communication will be deemed confidential except by the agreement of the Joint Project Group;
- Minutes will be taken of all Joint Project Group meetings for subsequent agreement at the following meeting.

12. Dissolution

- The joint working arrangement shall be dissolved at any time if any party wishes to withdraw; a notice period will be given of *insert notice arrangements*
- Any outstanding matters must be wound up by all parties by agreement.

13. Change of the joint working Agreement

Changes may be made to the joint working Agreement by consensus of all parties at a meeting convened for the purpose.

14. Declaration of Interests

All declarations of interest must be declared by any working member.
Declarations of interest will be recorded *insert recording arrangements*.

I have read the above joint working Agreement and commit to the Terms.

Signed: ..... on behalf of: _____

Print Name: _____ Date: .....

Signed: ..... on behalf of: _____

Print Name: _____ Date: .....

Form C7b: For use with non-pharmaceutical partners

Company	
Industry contact	
Sector	
Industry body	
Surrey Heartlands ICB contact	
Transformation programme or work stream	

COLLABORATIVE TRANSFORMATION PROJECT TEMPLATE
AN AGREEMENT FOR COLLABORATIVE TRANSFORMATION PROJECT
BETWEEN
Insert first party
AND
Insert second party (and any others as necessary)
FOR
Insert title of collaborative transformation initiative

This agreement is to set out the principles and values that should underpin the collaborative transformation arrangement, as well as the objectives and modus operandi for the *insert title of collaborative transformation initiative*.

1. Name and Members of the Collaborative Transformation Project

The *insert title of collaborative transformation initiative* will be a collaborative transformation arrangement between:

- *Insert first party*
- *Insert second party (list further parties if more than two)*

The working members will be known as the *insert title of collaborative transformation initiative* Collaborative Transformation Project Group. The number of Collaborative Transformation Project Group members will be decided to enable decision making to be as effective as possible whilst ensuring inclusiveness. Collaborative Transformation Project Group members will be designated by the parties. No more than *insert number* core Collaborative Transformation Project Group members may be assigned to the collaborative transformation arrangement by any party, except by agreement of the parties. Collaborative Transformation Project Group members may be replaced by an individual from their organisation at any time by a party to ensure continuity. Ad hoc membership may be agreed by the parties from time to time.

Insert relevant name/party will provide secretariat and co-ordination support for the *insert title of joint working initiative*, by agreement with the Collaborative Transformation Project Group.

2. Aims and Objectives

Insert a paragraph giving a summary of the aims and objectives of the collaborative transformation project.

3. Values

The following values should underpin collaborative transformation work:

- *Transparency and trust*
- *Appropriateness of projects*
- *Patient focused*
- *Value for money*
- *Reasonable contact*
- *Responsibility*
- *Impartiality and honesty*
- *Truthfulness and fairness*.

4. Principles of Collaborative Transformation Working

The following principles will apply to Collaborative Transformation Working:

- All collaborative transformation projects must be for the benefit of citizens;
- Collaborative transformation projects will be conducted in an open and transparent manner;
- Collaborative transformation projects will take place at a corporate, rather than an individual, level;
- Arrangements will be of mutual benefit, the principal beneficiary being the patient;
- Contract negotiations will be negotiated in line with NHS values;
- Confidentiality of information received in the course of the arrangement will be respected and never used outside the scope of the project;
- All patient identifiers will be removed from data to preserve and respect patient confidentiality in line with the Data Protection Act;
- Reports and information pertaining to the agreement / projects will not be used or published without explicit permission given by all parties;
- Collaborative transformation projects must not be used or seen as endorsement or promotion of any specific product;
- All NHS employed staff must comply with NHS, and relevant professional body, Codes of Conduct at all times.

5. Procedures at Collaborative Transformation Project Group Meetings

- All members should make every effort to be present at Collaborative Transformation Project Group meetings;
- The quorum for meetings will be at least *insert number* member from each party;
- All discussions taking place in meetings will be confidential, unless stated otherwise, and not disclosed to any unauthorised person. In particular no view or opinion expressed will be attributed to any member by name;
- Decisions will be made by consensus of the parties;
- If any members of the collaborative transformation project are not present at a Collaborative Transformation Project Group meeting, their views will be requested either prior to or after the meeting;
- In the event of no consensus being achieved, a majority agreement will be accepted based on at least *insert number* Collaborative Transformation Project Group members from each party supporting the decision.

6. Powers of the Collaborative Transformation Project Group

- The Collaborative Transformation Project Group will decide by consensus what projects and plans the parties wish to undertake;

- The Collaborative Transformation Project Group may set up sub-committees or working groups which can include ad hoc members or non-members. The Collaborative Transformation Project Group will ratify recommendations made by sub-committees or working groups;

7. Selection of Consultancies *(if applicable)*

Where any work requires the involvement of a selected external consultancy, this will be selected by the following process:

- Drafting and sign-off of Terms of Reference for the consultancy input required;
- Drafting and sign-off of quantitative and qualitative Evaluation Criteria for potential suppliers;
- Agreement of a List of Suppliers to be invited to tender for the work;
- Issuing of Terms of Reference and Evaluation Criteria to potential suppliers;
- Receipt and evaluation of proposals from suppliers against the Evaluation Criteria;
- Short-listing of potential suppliers;
- Presentations by potential suppliers to the Collaborative Transformation Project Group;
- Final selection of successful supplier(s).

Any selection process will be open and transparent, and if undertaken by an NHS organisation, will comply with the requirements of the relevant Standing Financial Instructions and Standing Orders.

Consultancies will comply with the relevant Codes of Conduct and Practice referred to in 4 above.

8. Finances

- The finance provide by each party will be limited to that agreed. Additional finance may be provided from other sources if agreed by the Parties;
- All monies of the Collaborative Working arrangement will be held by *insert partner* and paid against approved invoices;
- The Collaborative Transformation Project Group will monitor finances and record costs incurred

9. Outputs, Monitoring and Evaluation

- The length of the arrangement, the potential implications for citizens and the NHS, together with the perceived benefits for all parties, together with a mutually agreed exit strategy, will be clearly outlined before commencement of Collaborative Working.
- The parties will agree arrangements for recording, monitoring and evaluating the collaborative transformation project arrangement.

10. Data Ownership

- All data generated by the project will be owned *insert ownership arrangements* by the parties;
- No data will be disclosed to any third party except on the explicit agreement of all parties;
- Patient confidentiality will be maintained at all times.

11. Communication

- All external communication regarding the collaborative transformation project arrangement and associated projects will be agreed by the Collaborative Transformation Project Group;
- All internal communication will be deemed confidential except by the agreement of the Collaborative Transformation Project Group;
- Minutes will be taken of all Collaborative Transformation Project Group meetings for subsequent agreement at the following meeting.

12. Dissolution

- The Collaborative Working arrangement shall be dissolved at any time if any party wishes to withdraw; a notice period will be given of *insert notice arrangements*
- Any outstanding matters must be wound up by all parties by agreement.

13. Change of the Collaborative Working Agreement

Changes may be made to the Collaborative Working Agreement by consensus of all parties at a meeting convened for the purpose.

14. Declaration of Interests

All declarations of interest must be declared by any working member. Declarations of interest will be recorded *insert recording arrangements*.

I have read the above Collaborative Transformation Project Agreement and commit to the Terms.

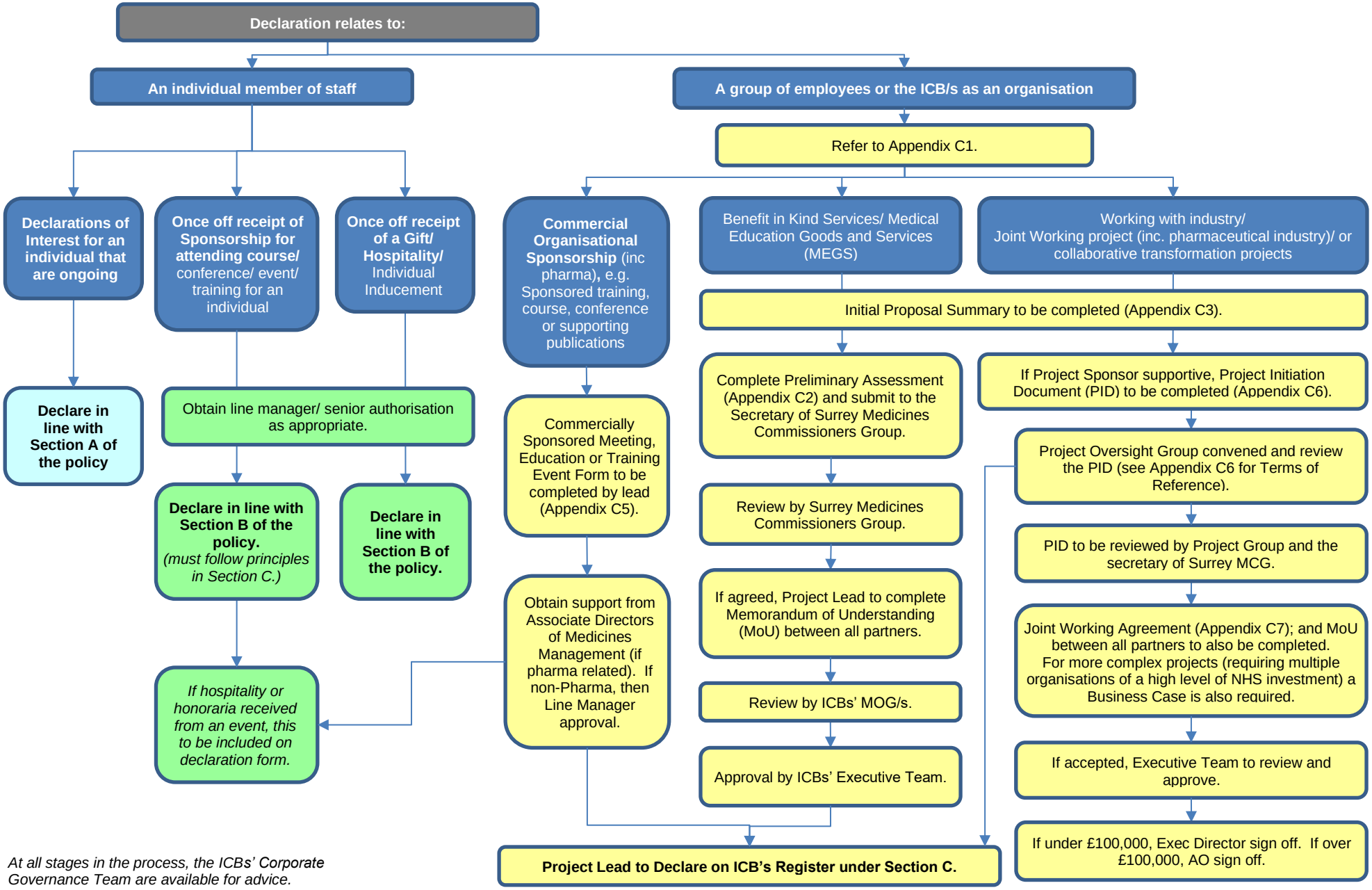
Signed: ..... on behalf of: _____

Print Name: ..... Date: .....

Signed: ..... on behalf of: _____

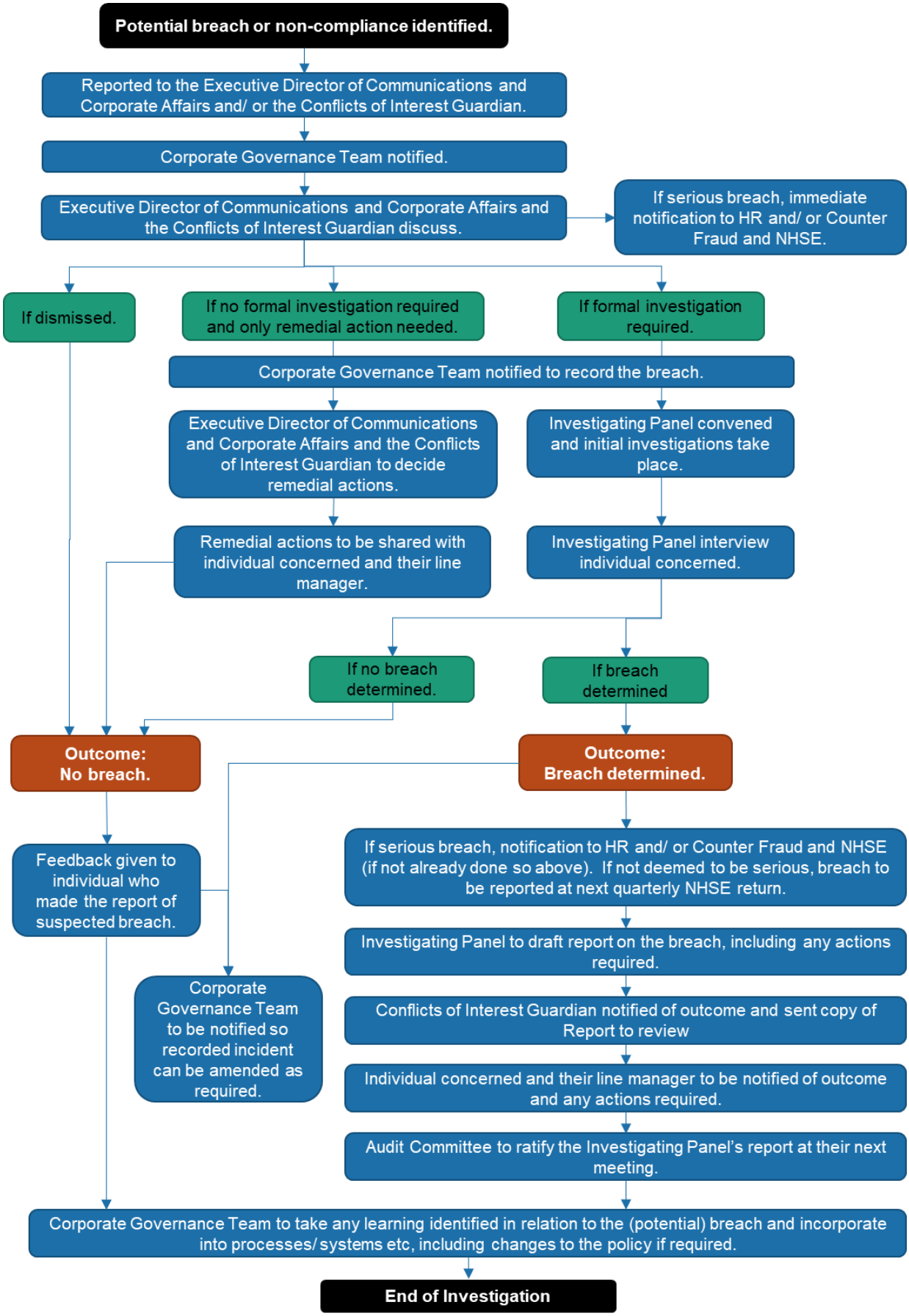
Print Name: ..... Date: .....

Appendix A - Process for all Declarations



At all stages in the process, the ICBs' Corporate Governance Team are available for advice.

Appendix B - Process for Managing Breaches



Appendix C - Procedural Document Checklist for Approval

Title of document being reviewed:		Yes/No/ Unsure	Comments/ Details
1.	**Sponsoring Director**		
	Is there a sponsoring director?	Yes	Director of Governance
	Have they approved **this version** of the policy?	Yes	
2.	**Title**		
	Is the title clear and unambiguous?	Yes	
	Is it clear whether the document is a guideline, policy, protocol or standard?	Yes	Policy
3.	**Rationale**		
	Are reasons for development of the document stated?	Yes	
4.	**Development Process**		
	Do you feel a reasonable attempt has been made to ensure relevant expertise has been used?	Yes	
	Is there evidence of consultation with stakeholders and users?	Yes	The Audit Committee has had oversight of policy development and the Board, both in public and seminar session.
5.	**New or review**		
	Is this a new document?	No	
	Is the ratification date stated on the front cover?	Yes	
	Is the ratification Committee stated on the front cover?	Yes	
	Is the review date stated on the front cover?	Yes	
	Is the version control detailing the version history of the document?	Yes	
	If this is a review document, has the version number been amended throughout?	Yes	
6.	**Content**		
	Is the objective of the document clear?	Yes	Section 1

Title of document being reviewed:		Yes/No/ Unsure	Comments/ Details
	Is the target group clear and unambiguous?	Yes	Section 4
	Are the intended outcomes described?	Yes	Section 1
7.	**Evidence Base**		
	Is the type of evidence to support the document identified explicitly?	Yes	Appendices Index - Guidance
	Are key references cited?	Yes	
8.	**Quality and Equality Impact Assessment**		
	Has a QEIA been completed?	Yes	
	Is the QEIA attached?	Yes	Will be updated to new template at next review
9.	**Style and Format**		
	Is the style and format in line with the *Framework for the Production of Procedural Documents*?	Yes	
	Does the footer include the title, date of ratification and version number?	Yes	
	Are definitions provided for the key terms used in the document?	Yes	
	If applicable, are abbreviations written according to the guidance in *Framework for the Production of Procedural Documents*?	Yes	
10.	**Approval**		
	Does the document identify which committee/group will approve it?	Yes	Identifies the Board will approve the policy following review by the Audit Committees.
11.	**Dissemination and Implementation**		
	Is there an outline/plan to identify how the document will be disseminated and implemented amongst the target group? Please provide details.	Yes	The policy will be disseminated throughout the ICB (including staff, practice staff, committees' members) and stakeholders (partners, the public), e.g. via: intranets; websites; E-brief and Practice newsletters. Delegates will be reminded of the requirements of the policy

Title of document being reviewed:		Yes/No/ Unsure	Comments/ Details
			at the beginning of each decision making meeting, forum, workshop or participation group in relation to declaring interests.
12.	**Process for Monitoring Compliance**		
	Have specific, measurable, achievable, realistic and time-specific standards been detailed to monitor compliance with the document? Complete Compliance & Audit Table.	Yes	Effectiveness and compliance with the policy will be monitored. The expectations of compliance of this policy is within the terms and conditions of the ICBs' employment contract for each individual staff member. Evidence of ongoing compliance will be achieved through staff providing explicit confirmation that they have read and understood the requirement of ICB's policies (including this policy); • at the end of a probationary period and • with renewal of declaration annually as part of the appraisal process. By the internal auditors as part of the internal audit plan and reported to the Audit Committee. Recommendations will be followed up as part of the audit recommendations process. The Corporate Governance Team holds and maintains the ICB's Registers. The Conflicts of Interest Guardian will review the registers, with a member of the Corporate Governance Team and

Title of document being reviewed:		Yes/No/ Unsure	Comments/ Details
			provide assurance to the Audit Committee, with twice yearly presentation of the Register to the Audit Committee for inspection.
13.	**Review Date**		
	Is the review date identified?	Yes	Review date identified on policy cover sheet
14.	**Overall Responsibility for the Document**		
	Is it clear who will be responsible for implementing and reviewing the documentation i.e. who is the document owner?	Yes	Name of author and Lead Director identified on cover sheet.

Appendix D - Compliance and Audit Table

Criteria	Measurable	Frequency	Reporting to	Action Plan/ Monitoring
NHS England on line conflict of interest training (module 1) for 'decision-making' staff	90%	Annual	NHS England	Statutory and Mandatory training records. Corporate Governance Records
NHS England on line conflict of interest training (module 1) offered to all staff	100%	Annual	NHS England	Statutory and Mandatory training records Corporate Governance Records
NHS England Mandated Audit - Conflicts of Interest Arrangements	100%	Annual	Audit Committee	Supporting evidence
Declarations reported within 28 days	95%	Ongoing	Corporate Governance Team	Declaration forms