



**NHS**

**Wakefield**

Clinical Commissioning Group

**70**  
YEARS  
OF THE NHS  
1948 - 2018

# **Policy for Joint Working with & Sponsorship from the Pharmaceutical Industry and other Organisations**

<b>Version:</b>	<b>4.0</b>
<b>Approved by:</b>	<b>Integrated Governance Committee</b>
<b>Date Approved:</b>	<b>18 October 2018</b>
<b>Authors:</b>	<b>Head of Medicines Optimisation / Governance &amp; Board Secretary</b>
<b>Date issued:</b>	<b>October 2018</b>
<b>Review Date:</b>	<b>October 2020 (extension agreed to October 2021)</b>

## Version Control Sheet

### Document Title: Policy for Joint Working with & Sponsorship from the Pharmaceutical Industry and other Organisations

**Version:** 1.0

The table below logs the history of the steps in development of the document.

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Status</b>	<b>Comment</b>
v0.1	16/04/2014	Joanne Fitzpatrick, Head of Medicines Optimisation	Draft	Initial draft presented for consultation
v0.2	23/05/2014	Joanne Fitzpatrick, Head of Medicines Optimisation	Draft	Updated following comments from Katherine Bryant, to include section of memorandum of understanding for sponsorship; and the necessity for a Joint Working Agreement
v0.3	26/06/2014	Joanne Fitzpatrick Head of Medicines Optimisation	Draft	Updated following comments from Medicines Optimisation Group who met on 26/06/2014
V0.4	02/09/2014	Joanne Fitzpatrick Head of Medicines Optimisation	Draft	Amended to strengthen clarity on Duties and Responsibilities of NHS Wakefield CCG staff and GP member practices following comments from Phil Earnshaw
V0.5	01/10/2014	Joanne Fitzpatrick Head of Medicines Optimisation	Draft	Amended following further comments from Phil Earnshaw: to pull out the appendices as 'packages' to reduce burden of the policy
V0.6	09/10/2014	Katherine Bryant Governance & Board Secretary	For approval	Updated following comments from Chief Finance Officer and Local Counter Fraud Specialist
V1.0	13/11/2014	Joanne Fitzpatrick, Head of Medicines Optimisation & Katherine Bryant, Governance & Board Secretary	For approval	Updated following comments from Integrated Governance Committee
V1.0	20/11/2014	Joanne Fitzpatrick, Head of Medicines Optimisation & Katherine Bryant, Governance & Board Secretary	Approved	Policy approved by the Integrated Governance Committee on 20 November 2014
V1.0	20/08/15	Joanne Fitzpatrick, Head of Medicines Optimisation & Katherine Bryant, Governance &	Approved	Following a review of the policy it was recommended that the policy is re-approved with no changes. Policy presented to Integrated Governance Committee on 20 August 2015 and approved for a

		Board Secretary		further year.
V1.1	02/09/16	Joanne Fitzpatrick, Head of Medicines Optimisation & Katherine Bryant, Governance & Board Secretary	Draft	Updated to reflect new (June 2016) NHS England conflicts of interest guidance.
V2.0	15/09/16	Joanne Fitzpatrick, Head of Medicines Optimisation & Katherine Bryant, Governance & Board Secretary	Final	Approved at Integrated Governance Committee on 15 September 2016
V2.1	18/08/2017	Joanne Fitzpatrick, Head of Medicines Optimisation & Gareth Webb, Interim Governance & Board Secretary	Draft	Updated to reflect Conflicts of Interest in the NHS- Guidance for Staff and Organisations: June 2017
3.0	21/09/2017	Joanne Fitzpatrick, Head of Medicines Optimisation	Final	Updated following comments from Integrated Governance Committee Approved by IGC 21 September 2017 subject to agreed amendments.
V3.1	05/09/2018	Amrit Reyat, Governance & Board Secretary	Final	Policy approved by IGC in October 2018 subject to a minor amendment in section 5.3
V4.0	18/10/2018	Joanne Fitzpatrick, Head of Medicines Optimisation and Amrit Reyt, Governance & Board Secretary	Final	Approved and added to Skyline
V4.0	9/11/2020			Extension to review date to October 2021 agreed by Executive Management Group. Additional sentence also added in Section 2. Policy Scope and Definition – with reference to Target Events undertaken by the CCG's confederation

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## 1 Introduction

NHS bodies are recommended to work together, and in collaboration with other agencies, to improve the health of the population they serve and the health services provided for that population.

Collaborative partnerships with industry can have a number of benefits in the context of this obligation. It is important to have a transparent approach to any sponsorship/joint working arrangement before it progresses. If any such partnership is to work, there must be trust and reasonable contact between the pharmaceutical industry and the NHS. Such relationships, if properly managed, are of mutual benefit to the organisations concerned.

## 2 Policy Scope and Definitions

This document is to be used as policy for staff working for or on behalf of NHS Wakefield CCG, as defined in the paragraph below. It also applies to local CCG Clinical / GP Network meetings and training events. The policy is advisory for GP member practices, Federations, and Confederations in Wakefield.

The term 'staff' in this policy refers to:

- all staff employed by NHS Wakefield CCG – including those on permanent, temporary and honorary contracts; secondments; pool staff; contractors; and students;
- all members of the Governing Body;
- staff employed by Wakefield Council, Commissioning Support ,private providers, or GP practices but working on behalf of NHS Wakefield CCG;
- staff working under a shared service arrangement under a memorandum of understanding agreement employed by a partner CCG;Clinical Leads / Advisors;
- any other healthcare professionals working on NHS Wakefield CCG business e.g. locum employees working under NHS terms and conditions
- recommend that the principles are to be adhered to for any Target Events managed and arranged on behalf of the CCG currently undertaken by the CCG's confederation.

This policy also applies to all local CCG Clinical / GP Network meetings (when facilitated or coordinated by NHS Wakefield CCG or discussing NHS Wakefield CCG business) and training and developing events (when facilitated or coordinated by NHS Wakefield CCG).

For the purposes of this policy, sponsorship is defined as situations where pharmaceutical companies or other organisations provide resources for a specific event or work programme. This includes (but is not restricted to) funding of staff training, conferences, publications provision of services (such as speakers, building or premises), meeting rooms, costs associated with meetings, meals, gifts, hospitality, hotel and transport costs (including trips abroad) all or part costs of a member of staff, pharmaceuticals, equipment

and NHS research. It also includes the sponsorship of Local Clinical Network meetings and training events.

Joint working is defined as situations where for the benefit of patients, organisations pool skills, experience and/or resources for the joint developments and implementation of patient centred projects and share a commitment to successful delivery. Joint working arrangements and management arrangements will be conducted in an open and transparent manner. Under no circumstances will the CCG endorse individual companies or their products. It will be made clear that the fact of sponsorship does not mean that the CCG endorses a company's products or services.

This policy should be read in partnership with the Conflicts of Interest Policy, Anti-Fraud, Bribery and Corruption Policy and the Standards of Business Conduct Policy.

### **3 Aims and Objectives**

The aim of the policy is to assist the members and staff of NHS Wakefield CCG in determining when a joint working arrangement or commercial sponsorship is appropriate. This is supported by informing all member practices/staff of good practice when entering into joint working arrangements.

Specifically, through provision of a clear framework and associated guidance, it aims to assist NHS employers and staff in maintaining ethical standards in the conduct of NHS business. NHS staff are accountable for achieving the best possible healthcare within the resources available.

The main objectives are to:

- Provide all staff working for or on behalf of NHS Wakefield CCG with a framework and guidance for appropriate joint working
- Ensure all staff working for or on behalf of NHS Wakefield CCG who are approached by the pharmaceutical industry or other organisations react to offers of joint working/commercial sponsorship in a clear and consistent manner
- Ensure all staff working for or on behalf of NHS Wakefield CCG are aware of the limitations of sponsorship they wish to accept and that this is publicly declared to ensure transparency
- Ensure at all times that the interests of the patients, public and NHS Wakefield CCG are upheld and maintained
- Introduce methods to recognise potential conflicts of interest for staff working for or on behalf of NHS Wakefield CCG
- Ensure that information, advice and sponsorship do not solely influence clinical or financial decisions taken by staff working for or on behalf of NHS Wakefield CCG

### **4 Duties and Responsibilities**

It is the responsibility of all staff working for or on behalf of NHS Wakefield CCG (including local Clinical Networks on NHS Wakefield CCG business) to be familiar with the policy framework and guidelines for joint working with the

pharmaceutical industry and other organisations. Line managers must ensure that relevant employees are aware of this policy.

All staff working for or on behalf of NHS Wakefield CCG are reminded that they have a responsibility to comply with their own professional codes of conduct e.g. General Medical Council, General Pharmaceutical Council, Nursing and Midwifery Council etc.

For staff working for or on behalf of NHS Wakefield CCG that are not covered by a professional code of conduct, the Code of Conduct presented in the NHS Wakefield CCG Standards of Business Conduct Policy must be followed.

All representatives of the pharmaceutical industry must comply with the Associations of the British Pharmaceutical Industry (ABPI) Code of Practice for the Pharmaceutical Industry as a condition of membership. The Code of Practice is designed to ensure professional, responsible and ethical approach to promotion of prescription medication in the UK through self-regulation. If staff believe that a pharmaceutical industry representative has broken the Code, they can report their complaint to the Director of the Prescription Medicines Code of Practice Authority (PMCPA) at [complaints@pmcpa.org.uk](mailto:complaints@pmcpa.org.uk)

In the interests of transparency, it is the duty of all staff to declare any financial interests via a centrally held Register of Interests that is supported by the NHS Wakefield CCG Governance team. The Governance and Board Secretary is responsible for maintaining registers of gifts, hospitality, and sponsorship.

Approval for joint working arrangements should be sought from the Integrated Governance Committee of NHS Wakefield CCG.

A CCG senior Medicines Optimisation officer (Head of Medicines Optimisation, Clinical Pharmacy in General Practice Lead, Medicines Safety Officer, or Primary Care Medicines Optimisation Lead) has the responsibility to advise on the appropriateness of any joint working with or sponsorship by the pharmaceutical industry or other organisations. The Medicines Optimisation team can evaluate services from the pharmaceutical industry.

Contracts regarding sponsorship must be signed in accordance with NHS Wakefield CCG's Operating Scheme of Delegation, but only when the sponsorship has been approved by the Governance and Board Secretary and the CCG senior Medicines Optimisation Officer.

Contracts regarding joint working must be signed in accordance with NHS Wakefield CCG's Operating Scheme of Delegation, following approval for the joint working arrangement by the Integrated Governance Committee.

GP member practices should be encouraged to work to the guiding principles within this policy when considering entering into individual agreements for joint working with the pharmaceutical industry or other organisations.

## **5 Principles and Values of Joint Working and Sponsorship**

Staff working for or on behalf of NHS Wakefield CCG are advised to fully consider the implications of joint working before entering into any arrangements using the tools included with this policy (Checklist 1 and Proforma 2).

Consideration should be given to the clinical evidence that the service/product is the best for patients, cost versus benefit of any agreement, and impact on current service provision.

No organisation should be given preferential treatment and individuals must be accountable for their reason for forming a joint working relationship with pharmaceutical industry or other organisations.

The content of the agreement must be checked against the outlined Checklist 1 and documented on the proposal agreement Proforma 1.

Advice should be sought from the Medicines Optimisation team to assess the offer of joint working/sponsorship.

A project group for the Joint Working initiative is recommended to be convened to oversee the area of work to completion.

Proposals for joint working/sponsorship must be considered against the following principles:

- Sponsorship of events by appropriate external bodies should only be approved if a reasonable person would conclude that the event will result in clear benefit for the organisation and the NHS.
- During dealings with sponsors or joint working partners there must be no breach of patient or individual confidentiality or data protection rules and legislation.
- No information should be supplied to the sponsor from which they could gain a commercial advantage, and information which is not in the public domain should not normally be supplied
- At an organisation's discretion, sponsors or their representatives may attend or take part in the event but they should not have a dominant influence over the content or the main purpose of the event
- The involvement of a sponsor in an event should always be clearly identified in the interest of transparency
- Organisations should make it clear that sponsorship does not equate to endorsement of a company or its products and this should be made visibly clear on any promotional or other materials relating to the event
- Staff should declare involvement with arranging sponsored events to their organisation.
- To be patient focused and meet NHS needs, providing sustainable clinical benefit
- Must promote and enhance equitable access to evidence based high quality healthcare for the people of NHS Wakefield CCG
- Must promote evidence-based medicine and support only those drugs and treatments that have an acceptable evidence-base and which have local commissioning approval where appropriate
- To be highly cost effective, offering value for money



- To provide a working relationship that is transparent, honest, and impartial
- To be a clear contractual agreement which states agreed aims, objectives, responsibilities and expectations between the stated party and the organisation
- To meet the strategic priorities of NHS Wakefield CCG and the NHS
- To have the aim to optimise patient outcomes

## **5.1 Joint Working**

Arrangements should be of mutual benefit, with the principle beneficiary being the patient. The length of the arrangement, the potential implications, together with perceived benefits for all parties including patients, the NHS and the pharmaceutical industry or other organisation should be clearly outlined before entering into the joint working agreement.

Contract negotiations should be undertaken in line with NHS values and the Nolan Principles (included as Appendix F to the NHS Wakefield CCG Constitution).

Clinical and financial outcomes should be presented and reviewed through a process of risk assessment.

A mutually agreed exit strategy should be in place from the outset of any joint working arrangement where the responsibilities of each partner are clearly stated, if a premature termination is required.

Once approval of any Joint Working is gained, a Joint Working Agreement should be in place between NHS Wakefield CCG and the pharmaceutical industry or other organisation.

No information should be supplied to a company for their commercial gain unless there is a clear benefit to the NHS. As a general rule, information which is not in the public domain should not normally be supplied.

## **5.2 Sponsorship**

In all instances, acceptance of commercial sponsorship should not in any way compromise commissioning decisions of the CCG or be dependent on the purchase or supply of goods or services.

### **a) Hospitality**

Hospitality can only be provided as part of scientific or promotional meetings, where it is secondary to the actual meeting and to standard level i.e. provision of lunch should not be lavish or excessive. Sponsorship of business meetings resourced by NHS Wakefield CCG is not permitted e.g. Local Clinical Network meetings.

Acceptance of hospitality should as a principle be limited in both frequency and the value of hospitality extended.

### **b) CCG Events**

Sponsorship may only be used to support training/educational events (e.g. TARGET) only where an agreement form is completed and it is accepted on the understanding that, in addition to the principles in section 5:

- The course organiser retains overall control of the training event.
- The sponsor does not have a right to present teaching material.
- Where the organiser considers additional value may be gained from a presentation by the sponsor, the content of the material is agreed in advance of the training event.
- The sponsor does not use the NHS Wakefield CCG contact to promote products outside the event or quote an NHS Wakefield CCG member inappropriately. It should be noted that the CCG will not endorse individual companies or products. It will be made clear that the fact of sponsorship does not mean that the CCG endorses a company's products or services.
- Any stand the sponsor uses to promote products is to be outside the main meeting room. Unlicensed, 'black-listed', or not recommended medicines, or new medicines that are yet to be taken through a local or national commissioning decision making process should not be promoted. A list of proposed products for promotion should be submitted to the Medicines Optimisation team for advice.
- Attendance of the event by the sponsor is at the discretion of the course organiser.
- Where course material is provided by a pharmaceutical company or other organisation, that there is no promotion of specific products (the name of the company supporting the training event is acceptable).
- Where events are sponsored by external sources (including payment of speaker's fees), that fact must be disclosed in the papers relating to the function and in any published proceedings.

Training provided by the pharmaceutical industry may be acceptable if it is unbiased, has mutual benefit for both the NHS and the sponsoring company, is evidence based and the hospitality is appropriate. However participants should assess whether they may be influenced unduly and bear in mind what benefits the company might derive often without the participants realising (e.g. exposure to NHS, professional contacts, potential allies to use later, names of who to influence etc)

### **c) Samples**

Samples of medicinal products (containing active ingredients) should not be accepted under any circumstances.

Samples of medicinal products without active ingredients (eg nutritional supplements or placebos) may be accepted subject to prior approval by the a senior CCG Medicines Optimisation Officer (Head of Medicines Optimisation, Clinical Pharmacy in General Practice Lead, Medicines Safety Officer, or Primary Care Medicines Optimisation Lead) and the Governance & Board Secretary. This will be approved only when a sample is required to enable consideration of whether the product is suitable for patients.

### **d) Courses / Conferences**

Staff may accept commercial sponsorship for courses, conferences, post/project funding, meetings and publications if they are reasonably justifiable and in accordance with the principles set out in this policy. Prior approval must be sought from the line manager and the Governance & Board Secretary.

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

### **5.3 Patient Confidentiality and Data Protection**

Under the General Data Protection Regulation (EU) 2016/679 (GDPR), Data Protection Act 2018 and Common Law Duty of Confidentiality patient confidentiality must be protected. Before any Patient Confidential Data (PCD) can be disclosed to another organisation, explicit patient consent must be obtained or an alternative lawful basis for the disclosure identified and agreed with the Caldicott Guardian. Where patient consent has neither been sought nor provided, the Caldicott Guardian must be consulted on any anticipated disclosure. All disclosures should be in line with NHS Wakefield CCG Confidentiality and Data Protection Policy and Procedures.

The NHS Code of Practice on Confidential Information and NHS Wakefield CCG Standards of Business Conduct Policy should be read and understood prior the entering any contract of employment or other confidentiality agreement being signed.

Ensure all new projects, processes and systems (including software and hardware) which enable the processing of personal information meet data protection and confidentiality requirements. Undertake a Data Protection Impact Assessment (DPIA) when processing of personal data is likely to result in a high risk to individuals. Contact the Information Governance Team for further information.

## **6 Process**

The flowchart in Appendix A shows the process for approval of joint working and Appendix B shows the application process for sponsorship.

### **6.1 Joint Working**

- The lead person will complete Checklist 1 - Joint Working Criteria Checklist. If the answer to any of the questions is **No**, the project is not a true joint working arrangement.
- If the checklist demonstrates joint working is appropriate then Proforma 1: Assessment of Joint Working should be completed
- The completed proforma will be assessed by the Clinical Cabinet and approved by Integrated Governance Committee.
- Upon approval, Proforma 2: Approval of Joint Working Arrangements plus the Joint Working Agreement (example template in Appendix G) is to be completed and signed by all parties; details of all agreements signed will be submitted to the Audit Committee for information.

## **6.2 Sponsorship**

- The course organiser/lead person will complete Proforma 3: Application for Sponsorship
- The completed proforma should be submitted to the Governance Team as soon as possible, allowing sufficient time for a decision to be made
- Approval of sponsorship will be dependent upon agreement from a senior CCG Medicines Optimisation Officer (Head of Medicines Optimisation, Clinical Pharmacy in General Practice Lead, Medicines Safety Officer, or Primary Care Medicines Optimisation Lead) and the Governance and Board Secretary
- The Governance Team will inform the applicant of the decision within 2 weeks after submission
- A memorandum of understanding will be issued to the course organiser/lead person for signing by both the sponsoring organisation and NHS Wakefield CCG. Signed copies will be retained by the Governance Team.

## **7 Equality Impact Assessment**

NHS Wakefield CCG aims to design and implement services, policies and measures that meet the diverse needs of our service, population and workforce, ensuring that none are placed at a disadvantage over others.

NHS Wakefield CCG has considered the general legal duty required by the Equality Act 2010 and does not consider it necessary to carry out an EIA on this policy as it does not have an impact on patients, carers, staff or the wider community.

## **8 Implementation and Dissemination**

This policy will, following ratification by the Integrated Governance Committee be disseminated to staff via the CCG's intranet.

In addition the policy will be published on the NHS Wakefield CCG website.

## **9 Monitoring Compliance with and the Effectiveness of Procedural Documents**

Effectiveness of this procedure is monitored through the Audit Committee through regular reports on completed Joint Working or Sponsorship Agreements in line with the policy.

Any member of staff wishing to provide feedback on this policy and its use in practice should send their comments to the Governance & Board Secretary.

## **10 References**

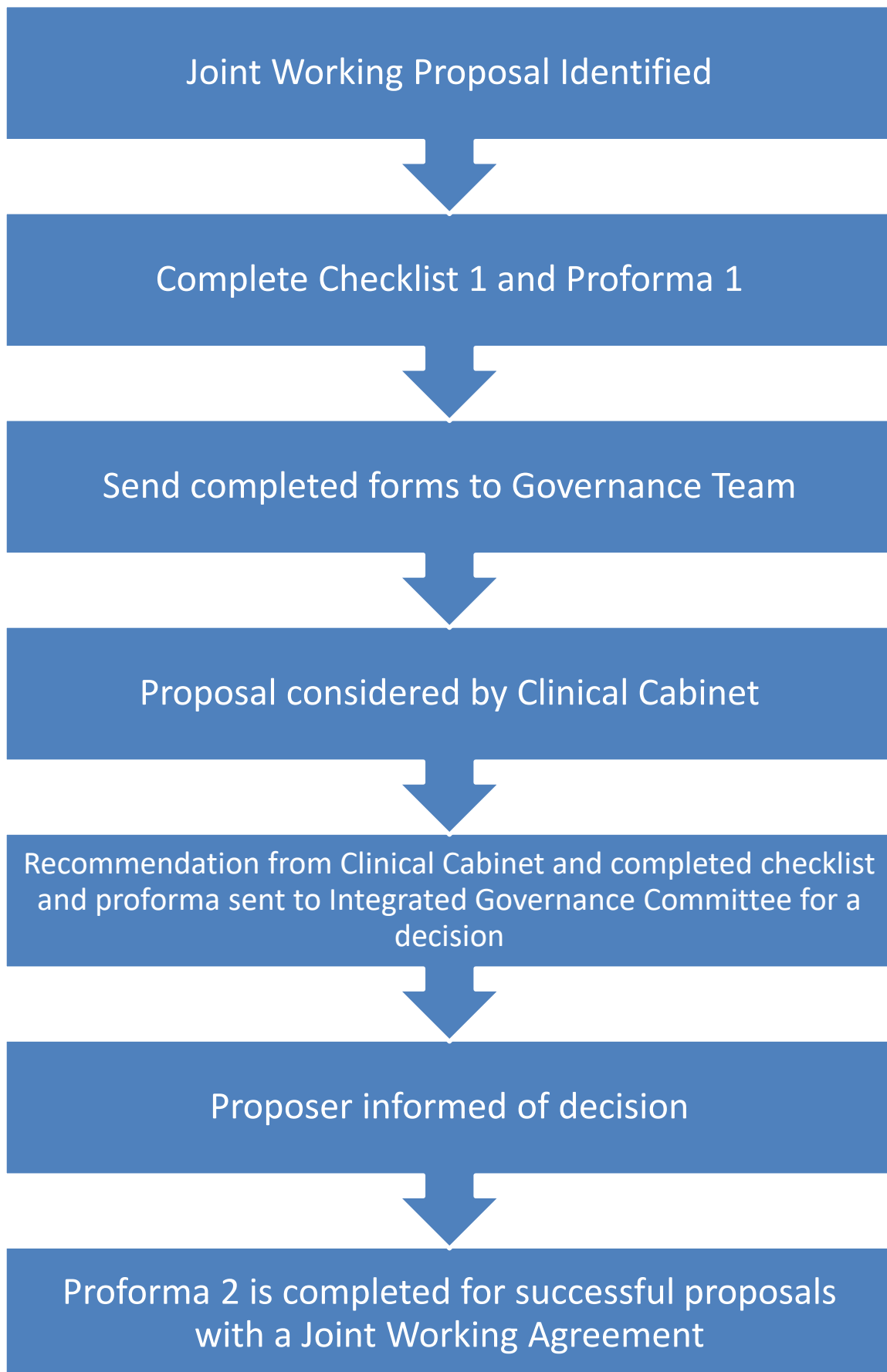
The following documents were used as the basis of this policy:

- Joint Working: A Quick Start Reference Guide for NHS and Pharmaceutical Partners 2012

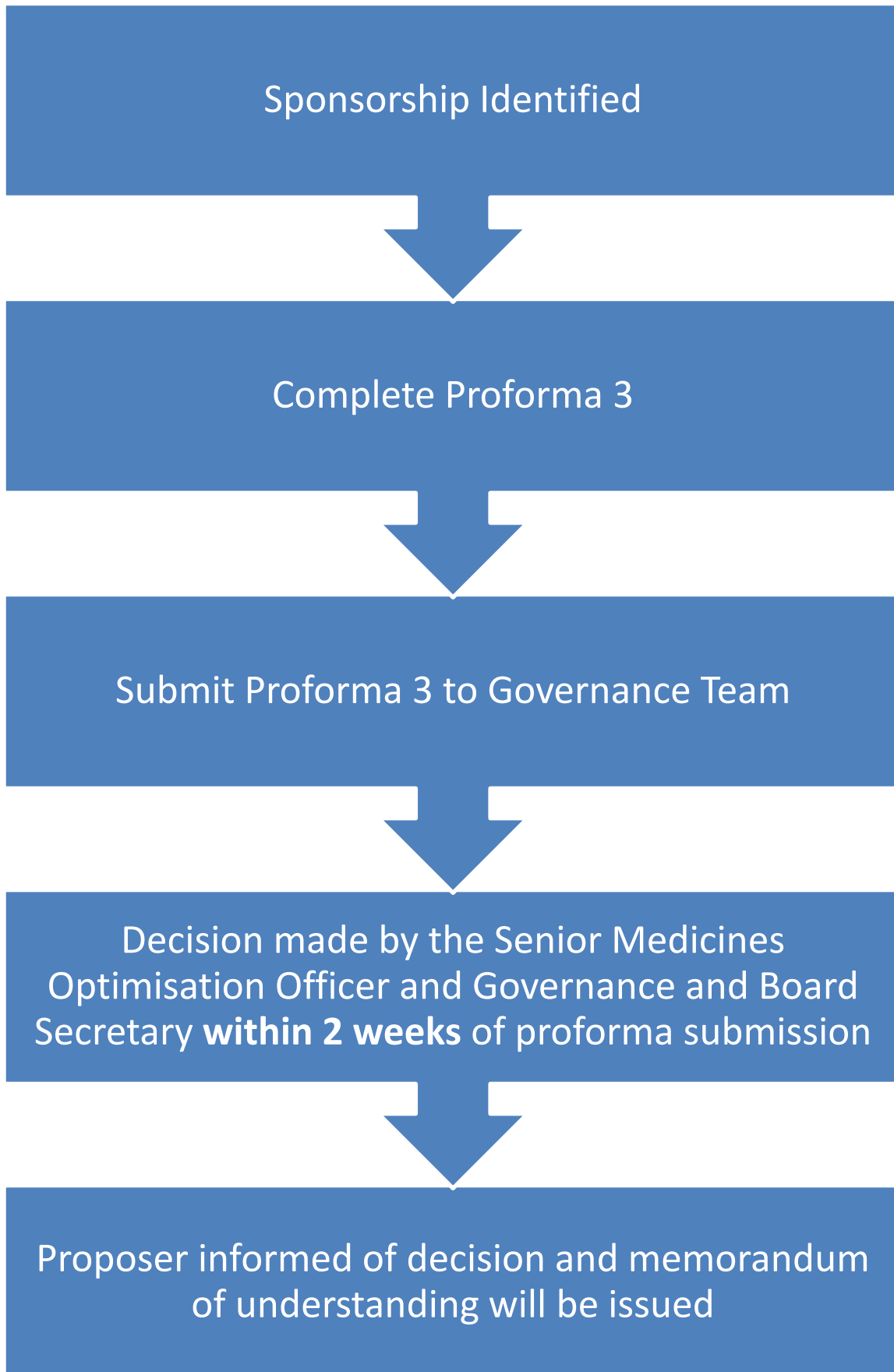
<http://www.abpi.org.uk/our-work/library/guidelines/Documents/Joint%20Working%20handbook.pdf>

- NHS Wakefield CCG Standards of Business Conduct Policy
- NHS Wakefield CCG Anti-Fraud, Bribery and Corruption policy
- NHS Wakefield CCG Conflicts of Interest Policy
- NHS England Managing Conflicts of Interest in the NHS: Guidance for Staff and Organisations June 2017
- NHS Wakefield CCG Confidentiality and Data Protection Policy and Procedures
- NHS Wakefield CCG Information Governance Policy and Framework
- NHS Wakefield CCG Data Protection Impact Assessment Procedure

**Appendix A: Joint Working Proposal Process Flow Diagram**



## Appendix B: Sponsorship Application Process Flow Diagram



**Appendix C – Checklist 1: Joint Working Criteria (adapted from the Association of British Pharmaceutical Industry Joint Working Guide)**

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

If the answer to any of the questions below is **no**, the project is not a true joint working (JW) 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 JW.

	YES	NO
1 The main benefit of the project is focused on the patient	<input type="checkbox"/>	<input type="checkbox"/>
2 All parties acknowledge the arrangements may also benefit the NHS and pharmaceutical partners involved	<input type="checkbox"/>	<input type="checkbox"/>
3 Any subsequent benefits are at an organisational level and not specific to any individual	<input type="checkbox"/>	<input type="checkbox"/>
4 There is a significant contribution of pooled resources (taking into account people, finance, equipment, & time) from each of the parties involved	<input type="checkbox"/>	<input type="checkbox"/>
5 There is a shared commitment to joint development, implementation, and successful delivery of a patient-centred project by all parties involved	<input type="checkbox"/>	<input type="checkbox"/>
6 Patient outcomes of the project will be measured and documented	<input type="checkbox"/>	<input type="checkbox"/>
7 All partners are committed to publishing an executive summary of the Joint Working Agreement	<input type="checkbox"/>	<input type="checkbox"/>
8 All proposed treatments involved are in line national guidance where it exists and based on evidence-based clinical practice?	<input type="checkbox"/>	<input type="checkbox"/>
9 All activities are to be conducted in an open and transparent manner	<input type="checkbox"/>	<input type="checkbox"/>
10 Exit strategy and any contingency arrangements have been agreed	<input type="checkbox"/>	<input type="checkbox"/>
11 Are you satisfied with your knowledge of the collaborating organisation i.e. is there evidence of audited accounts, is the organisation and ownership known?	<input type="checkbox"/>	<input type="checkbox"/>
12 Is the proposal on offer consistent with NHS Wakefield CCG priorities?	<input type="checkbox"/>	<input type="checkbox"/>



**Appendix D- Proforma 1: Assessment of Joint Working (to be submitted with a business case for the joint working arrangement)**

**NB ONLY PROCEED WITH THIS FORM IF CHECKLIST 1: JOINT WORKING CRITERIA CHECKLIST HAS BEEN COMPLETED SUCCESSFULLY**

**Section 1: Joint Working Project Summary**

1.	Name of Joint Working (JW) arrangement	
2.	Exact nature of the JW proposal	
3.	Summary of intended aims/objectives	
4.	Summary of expected outcomes to the NHS and patients	
5.	Benefit to the pharmaceutical company/other organisation	
6.	Names of the partners entering the JW arrangement.	
7.	Names of the lead representative of each partner	
8.	Start date	
9.	Finish date	
10.	Exit strategy: What are the termination arrangements? The arrangements should be capable of early termination	

**Section 2: Resources and Costs**

1.	Overall cost of the JW arrangement?	
2.	Direct and indirect resource/cost commitments by each partner? (inc. prescribing costs)	
3.	Method for monitoring and recording resource and costs (inc. prescribing costs)	
4.	Information on cost-	

	effectiveness (has value for money been shown?)	
5.	Arrangements for longer term funding implications of the project (clear and unambiguous)	

### Section 3: Governance Arrangements

1.	Parties consulted prior to initiating JW arrangement; and how this was done	
2.	Method for informing patients of the JW arrangement	
3.	Decision making process within the arrangement (to be open and transparent)	
4.	Operational and management accountabilities (include identified conflicts of interest)	
5.	What are the proof of concept testing arrangements?	
6.	Relationship to existing systems of care in primary and secondary care sectors	
7.	Professional indemnity and liability arrangements for clinical services	
8.	Is there are written agreement stating obligations of confidentiality, security standards, and limits of use of information to the purposes specified	
	Are the CCGs obligations in relation to Freedom of Information legislation, clear as part of the JW arrangement	
9.	Include the completed	

	Quality Impact Assessment and Equality Impact Assessment forms	
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#### Section 4: Monitoring and Evaluation

1.	Management of the JW arrangements	
2.	List designated responsibility at each stage of the arrangement	
3.	Method of evaluating patient benefits/outcomes on completion	
4.	Learning opportunities	
5.	Audit arrangements	
6.	Method for highlighting significant problems to appropriate stakeholders	

#### Section 5: Data and Patient Protection

	Undertake Data Protection Impact Assessment Screening	
1.	List the interests the company and the NHS have in relation to this JW arrangement- where do these interests coincide?	
2.	List potential conflicts of interest	
3.	Identify and list 'ownership' of the data generated by the arrangement	
4.	Who has access to the data and in what form is the data? e.g. aggregation and anonymisation criteria, pseudonymised data	
5.	Arrangements in place	

	to ensure patient confidentiality	
6.	How will the data be used and who may it be shared with?	

## Appendix E: Proforma 2: Approval of Joint Working Arrangements

Name of Joint Working Arrangement:

Lead NHS Wakefield CCG Representative for the Arrangement:

It is agreed that:

1. *(non NHS organisation)* agrees to abide by the NHS Wakefield CCG Policy for Joint Working with Pharmaceutical Industry and Other Organisations
2. *(non NHS organisation)* may only be involved to the extent defined in this agreement, consistent with the NHS Wakefield CCG Policy for Joint Working with Pharmaceutical Industry and Other Organisations
3. Any reports resulting from the work may acknowledge *(non NHS organisation's)* contribution
4. Such reports will be used for the purposes described above. *(Non NHS organisation)* cannot use any reports of information from this work without explicit permission from Wakefield.

***(Non NHS organisation)* know of no potential reputational harm that would accrue to NHS Wakefield CCG as a result of this agreement. *(non NHS organisation)* shall not use the name of NHS Wakefield CCG, including logos or its employees or services, to infer endorsements of products or activities of *(non NHS organisation)* without explicit agreement.**

This form is to accompany the appropriate Joint Working Agreement for this area of work.

Date Joint Working arrangement approved by the NHS Wakefield Integrated Governance Committee:	
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Name of NHS Wakefield CCG representative (in accordance with the Operating Scheme of Delegation)	Signature	Date
Name of <i>Non-NHS organisation</i> representative	Signature	Date

## Appendix F: Proforma 3: Application for Sponsorship

### EVENT DETAILS:

Applicant	
Applicant contact details	
Event / Product name & description	
Date(s)	
Location	
Proposed Sponsor	
Sponsor contact name	
Sponsor contact details	
Outline of sponsorship (financial value, outcomes,	
Benefits of the event (for both parties)	
Potential risks (inc. financial and prescribing costs)	
For training events only: If pharma company sponsorship: list ALL medicines or devices proposed to be promoted at the event, and how they will be promoted	

### Approved by:

**Signature:**

**Name:**

**Title: Governance and Board Secretary**

**Date:**

**Signature:**

**Name:**

**Title: CCG Senior Medicines Optimisation Officer**

**Date:**

**If the Sponsorship Request is on behalf of a member of the Senior Management Team approval will be required by the Chief Officer. If the Chief Officer is unavailable the CCG Chair can sign.**

**Signature:**

**Name:**

**Date:**

**Title: Chief Officer/Chair**

## Appendix G: Joint Working Agreement Template

### 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 and data will be small number suppressed when shared outside of the CCG in line with the Data Protection law;
- 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
- All monies held by NHS Wakefield CCG will be used in accordance with the constitution, in particular the prime financial policies

## 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 and for 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 and where the data constitutes personal data, a lawful basis for the disclosure will be identified and agreed;
- 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  
Print of: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ on behalf  
Print of: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix H Equality Impact Assessment

1. Outline	
<p><b>Give a brief summary of your policy, project or service</b></p> <ul style="list-style-type: none"> <li>• Aims</li> <li>• Objectives</li> <li>• Links to other policies, including partners, national or regional</li> </ul>	<p>NHS bodies are recommended to work together, and in collaboration with other agencies, to improve the health of the population they serve and the health services provided for that population.</p> <p>Collaborative partnerships with industry can have a number of benefits in the context of this obligation. It is important to have a transparent approach to any sponsorship/joint working arrangement before it progresses. If any such partnership is to work, there must be trust and reasonable contact between the pharmaceutical industry and the NHS. Such relationships, if properly managed, are of mutual benefit to the organisations concerned.</p> <p>This document defines the <b>Joint Working with the Pharmaceutical Industry and other Organisations Policy</b> for NHS Wakefield Clinical Commissioning Group (NHS WCCG).</p> <p>The policy applies to all employees of NHS WCCG (including those on temporary or honorary contracts, secondments, pool staff and students).</p>
<p><b>What outcomes do you want to achieve</b></p> <ul style="list-style-type: none"> <li>• Desired outcomes</li> <li>• Benefits</li> <li>• Who for</li> </ul>	<ul style="list-style-type: none"> <li>• Provide all staff working for or on behalf of NHS Wakefield CCG with a framework and guidance for appropriate joint working</li> <li>• Ensure all staff working for or on behalf of NHS Wakefield CCG who are approached by the pharmaceutical industry or other organisations react to offers of joint working/commercial sponsorship in a clear and consistent manner</li> <li>• Ensure all staff working for or on behalf of NHS Wakefield CCG are aware of the limitations of sponsorship they wish to accept and that this is publicly declared to ensure transparency</li> <li>• Ensure at all times that the interests of the patients, public and NHS Wakefield CCG are upheld and maintained</li> <li>• Introduce methods to recognise potential conflicts of interest for staff working for or on behalf of NHS Wakefield CCG</li> <li>• Ensure that information, advice and sponsorship do not solely influence clinical or financial decisions taken by staff working for or on behalf of NHS Wakefield CCG</li> </ul>

2. Consideration of relevant information – what do we know about peoples and groups access, experience or outcomes?	
Protected group	2a. Consultation, engagement or experience data
Generic issues	No issues identified.
Human rights	No issues identified.
Age	No issues identified.
Carers	No issues identified.
Disability	No issues identified.
Sex	No issues identified.

<b>Race</b>	No issues identified.
<b>Religion or belief</b>	No issues identified.
<b>Sexual orientation</b>	No issues identified.
<b>Gender reassignment</b>	No issues identified.
<b>Pregnancy and maternity</b>	No issues identified.
<b>Marriage and civil partnership</b> (only eliminating discrimination)	No issues identified.
<b>Other relevant group</b> a group identified as relevant ie, rural communities, asylum seekers and refugees	No issues identified.

<b>Protected group</b>	<b>2b. Evidence, data or research available</b>
<b>Generic issues</b>	No issues identified.
<b>Human rights</b>	No issues identified.
<b>Age</b>	No issues identified.
<b>Carers</b>	No issues identified.
<b>Disability</b>	No issues identified.
<b>Sex</b>	No issues identified.
<b>Race</b>	No issues identified.
<b>Religion or belief</b>	No issues identified.
<b>Sexual orientation</b>	No issues identified.
<b>Gender reassignment</b>	No issues identified.
<b>Pregnancy and maternity</b>	No issues identified.
<b>Marriage and civil partnership</b> (only eliminating discrimination)	No issues identified.
<b>Other relevant group</b>	No issues identified.

<b>3. Analysis of impact</b>			
<p>This is the core of the assessment, using the information above detail the actual or likely impact on protected groups, with consideration of the general duty to;</p> <ul style="list-style-type: none"> <li>• eliminate unlawful discrimination</li> <li>• advance equality of opportunity</li> <li>• foster good relations</li> </ul>			
	<b>What key issues have you identified?</b>	<b>What action do you need to take to address these issues?</b>	<b>What difference will this make?</b>
<b>General issues</b>	No issues identified.		
<b>Human rights</b>	No issues identified.		

<b>Age</b>	No issues identified.		
<b>Carers</b>	No issues identified.		
<b>Disability</b>	No issues identified.		
<b>Sex</b>	No issues identified.		
<b>Race</b>	No issues identified.		
<b>Religion or belief</b>	No issues identified.		
<b>Sexual orientation</b>	No issues identified.		
<b>Gender reassignment</b>	No issues identified.		
<b>Pregnancy and maternity</b>	No issues identified.		
<b>Marriage and civil partnership</b> (only eliminating discrimination)	No issues identified.		
<b>Other relevant group</b>	No issues identified.		

Using the above actions populate the plan below.

<b>4. Action plan</b>				
<b>Action</b>	<b>Progress milestones</b>	<b>Lead</b>	<b>Timescale</b>	<b>How will impact be measured</b>
No actions required.				

<b>5. Monitoring, Review and Publication</b>			
<b>How will you review/monitor the impact and effectiveness of your actions</b>	Not applicable		
<b>How will these actions form part of mainstream activity</b>	Not applicable		
<b>Lead Officer:</b>	Amrit Reyat	<b>Review date:</b>	September 2018

<b>6. Sign off</b>			
<b>Lead Officer:</b>	Amrit Reyat		
<b>Director:</b>	Ruth Unwin	<b>Date approved:</b>	TBC