

<b>POLICY NAME:</b>	<b>Conflict of Interest Policy including Gifts and Hospitality</b>
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**AT ALL TIMES, STAFF MUST TREAT PATIENTS WITH RESPECT  
AND UPHOLD THEIR RIGHT TO PRIVACY AND DIGNITY.**

**1 INTRODUCTION**

- 1.1 Providing best value for taxpayers and ensuring that decisions are taken transparently and clearly, are both key principles in the NHS Constitution.
- 1.2 The Trust is committed to maximising resources for the benefit of all the communities it serves. The people who work for the Trust collaborate closely with other companies and suppliers to deliver high quality care for our patients and service users. These partnerships have many benefits and should help ensure that public money is spent efficiently and wisely. But there is a risk that conflicts of interest may arise. As an organisation, and as individuals, we have a duty to ensure that all our dealings are conducted to the highest standards of integrity and that NHS monies are used wisely so that we are using our finite resources in the best interests of patients and service users.

**2 POLICY STATEMENT**

- 2.1 This section sets out key messages contained within the policy.
- 2.2 The Managing Conflicts of Interest Policy describes the public service values which underpin the work of the NHS and reflects guidance and best practice to which all staff are expected to have regard to.
- 2.3 In addition, all staff must abide by the Seven Principles of Public Life, the 'Nolan Principles' set out in Appendix 1 of this policy.
- 2.4 This policy will help staff manage conflicts of interest risks effectively. It:
  - 2.4.1 Introduces consistent principles and rules,
  - 2.4.2 Provides simple advice about what to do in common situations,
  - 2.4.3 Supports good judgement about how to approach and manage interests.
- 2.5 What is new in this policy?  
Updates reduce the band of staff mandated to declare to only those at Agenda for Change band 8d and above (and any staff on any other salary scales at that level and above, including all consultant medical staff) and remove the need for new starters to declare. The policy also emphasises the onus on staff to ensure that they have made declarations in line with this policy and for managers to take a role in supporting them to do this as and when changes occur.
- 2.6 Who should read this policy?  
All employees, including volunteers, as well as governors, Executive and Non- Executive members (including co-opted members) and honorary members.

**3 KEY PRINCIPLES**

- 3.1 A 'conflict of interest' is:

"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."
- 3.2 A conflict of interest may be:

- 3.2.1 Actual - there is a material conflict between one or more interests.
- 3.2.2 Potential – there is the possibility of a material conflict between one or more interests in the future.
- 3.2.3 Staff may hold interests for which they cannot see potential conflict. However, caution is always advisable because others may see it differently and perceived conflicts of interest can be damaging. All interests should be declared where there is a risk of perceived improper conduct.
- 3.2.4 Interests fall into the following categories: financial interests; non-financial, professional interests; indirect interests.

### 3.3 **Financial interests:**

Where an individual may get direct financial benefit (This may be a financial gain, or avoidance of a loss) from the consequences of a decision they are involved in making.

### 3.4 **Non-financial professional interests:**

Where an individual may obtain a non-financial professional benefit from the consequences of a decision they are involved in making, such as increasing their professional reputation or promoting their professional career.

### 3.5 **Indirect interests:**

Where an individual has a close association (this may be a financial gain, or avoidance of a loss) with another individual who has a financial interest, a non-financial professional interest or a non-financial personal interest and could stand to benefit from a decision they are involved in making. A common-sense approach should be applied to the term 'close association'. Such an association might arise, depending on the circumstances, through relationships with close family members and relatives, close friends and associates and business partners. This list is not exhaustive, if in doubt seek advice.

## 4 **RESPONSIBILITIES**

4.1 The Trust utilises the skills of many different people, all of whom are vital to our work. This includes people on differing employment terms, who for the purposes of this policy we refer to as 'staff' and include:-

- 4.1.1 All salaried employees.
- 4.1.2 All prospective employees – who are part-way through recruitment.
- 4.1.3 Contractors and sub-contractors; and.
- 4.1.4 Agency staff.
- 4.1.5 In addition, volunteers, as well as governors, are for the purposes of this policy, considered as 'staff'.

## 5 **DECISION MAKING STAFF**

5.1 Some staff are more likely than others to have a decision-making influence on the use of taxpayers' money, because of the requirements of their role. For the purposes of this guidance these people are referred to as 'decision making staff.' Decision making staff in the Trust include:-

- 5.1.1 Executive and Non-Executive Directors (or equivalent roles) who have decision making roles which involve the spending of taxpayers' money
- 5.1.2 Those at Agenda for Change band 8d and above (and any staff on any other salary scales at that level and above, including all consultant medical staff). It is a **mandatory** requirement for this group of staff to complete and return a Declaration of Interest, including a 'NIL' return.
- 5.1.3 Administrative and clinical staff (of any band) that have the power to enter contracts on behalf of the Trust

- 5.1.4 Administrative and clinical staff (of any band) involved in decision making concerning the commissioning of service, purchasing of goods, medicines, medical devices or equipment, and formulary decisions.

5.1.5

- 5.2 Decision making staff will be prompted twice yearly to complete an annual on-line declaration of any actual or potential material interests or confirm that they have nothing to declare.
- 5.3 All staff will be asked annually, as part of the annual appraisal process, to confirm that they are compliant with this policy. Confirmation of compliance will be held on the E-learning Dashboard.

## **6 IDENTIFICATION, DECLARATION AND REVIEW OF INTERESTS**

- 6.1 All staff should identify and declare material interests at the earliest opportunity (and in any event within 28 days). If staff are in any doubt as to whether an interest is material then they should declare it in the interest of transparency,

- 6.2 Declarations should be made:-

- 6.2.1 On appointment with the organisation.
- 6.2.2 When staff move to a new role, or their responsibilities change significantly.
- 6.2.3 As soon as circumstances change and new interests arise (for instance, in a meeting when interest's staff hold are relevant to the matters in discussion).

- 6.3 If staff are in any doubt as to whether an interest is material then they should:

- 6.3.1 Declare it or
- 6.3.2 Seek advice from their line manager or one of the individuals listed at 7.2 below.

- 6.4 It is the responsibility of each individual staff member to declare any actual or potential interest and to identify, with their line manager, appropriate mitigations, to ensure that interests do not have a materially adverse effect on their ability to carry out their role or on the Trust as a whole.

- 6.5 Line managers should ensure that staff receive appropriate advice and guidance to support them in complying with this policy.

- 6.6 A declarations report will be presented to the Audit Committee on an annual basis for review.

## **7 HOW TO MAKE A DECLARATION**

- 7.1 All Declarations of Interest must be made via the Trust's online system, Civica Declare. This can be accessed at <https://wwl.mydeclarations.co.uk>.

- 7.1.1 Staff should use their Trust email address as your username
- 7.1.2. When logging in for the first time, click the 'forgotten password' link to set your password
- 7.1.3. When proceeding to make a new declaration, staff will find advice provided in respect of each type of declaration.
- 7.1.4 Staff may email [declarations@wwl.nhs.uk](mailto:declarations@wwl.nhs.uk) for further advice on how to log in.

- 7.2 Managers should assist staff who do not routinely have access to a device through which they can access the online system during your working hours, to identify appropriate

resource and allow them time to make online declarations, for example, by using a computer at the Medical Education Centre at the Wigan site.

- 7.3 If staff are unable to use the online system due to a disability, they should discuss this with their line manager in the first instance. Staff and line managers may contact [declarations@wvl.nhs.uk](mailto:declarations@wvl.nhs.uk) for any assistance in completing declarations.
- 7.4 Further clarity about what should be declared and how declarations can be made may be sought from the Trust key contact points, if staff are uncertain about what is acceptable:
  - 7.2.1 Head of Financial Services and Payroll.
  - 7.2.2 Counter Fraud Specialist.
  - 7.2.3 Company Secretary.
  - 7.2.4 Deputy Company Secretary.

## **8 PROACTIVE REVIEW OF INTERESTS**

- 8.1 All staff are made aware of the requirement to make a declaration on appointment, as part of the recruitment and induction process and/ or by their employment contract.
- 8.2 A dedicated section of the organisations intranet provides all staff with access to the Standard Financial Instructions Policy and Code of Conduct Policy at any time.
- 8.3 The Trust will utilise its internal communication channels to make staff aware of the requirement to declare interests, including gifts and hospitality.
- 8.4 The Trust will review and if necessary, follow up non-returns of the annual declarations of interest and benefits in kind listed via the ABPI (The Association of the British Pharmaceutical Industry) database published each year.

## **9 MAINTENANCE OF REGISTERS**

- 9.1 The Trust will maintain an electronic Register of Interests, including Gifts and Hospitality for the following types of interest:
  - 9.2 **Register of Interests:-**
    - 9.2.1 Outside employment (including self-employment, secondary employment outside NHS Contract).
    - 9.2.2 Shareholding and other ownership interests.
    - 9.2.3 Patents.
    - 9.2.4 Loyalty interests.
    - 9.2.5 Sponsored research.
    - 9.2.6 Sponsored posts.
    - 9.2.7 Clinical private practice.
    - 9.2.8 Directorships/ownership of companies including non-executive directorships,
    - 9.2.9 Ownership or part-ownership of private companies, businesses or consultancies likely or possibly seeking to do business with the NHS.
    - 9.2.10 Majority or controlling shareholdings in organisations likely or possibly seeking to do business with the NHS.
    - 9.2.11 A position of authority in a charity or voluntary Trust in the field of health and social care.
    - 9.2.12 Any connection with a voluntary or other Trust contracting for NHS services.
    - 9.2.13 The interests of spouses and cohabiting partners should also be declared (Declaration of Interest).

### 9.3 **Register of Gifts and Hospitality:-**

9.3.1 Gifts (of £50 and over).

9.3.2 Hospitality.

9.3.3 Donations.

9.3.4 Sponsored events - for attendance at a course, conference or social event – including if study leave has been taken.

9.4 The Corporate Affairs Team, under the direction of the Deputy Company Secretary, will be responsible for maintaining and administering the Civica Declare system, which holds the Trust's Register of Interests.

9.5 The Trust's Register of Interests may be accessed at any time, at <https://www.mydeclarations.co.uk>. In the absence of internet access, the register can be viewed electronically on attendance at Trust Headquarters, The Elms, Wigan Lane, Wigan WN1 2NN.

## 10 **PUBLICATION**

10.1 The Trust will publish, and make available to the public on its website, its Register of Interests, including the Register of Gifts and Hospitality. Historic Registers of Interests and Registers of Gifts and Hospitality will be maintained for 6 years.

10.2 If staff have substantial grounds for believing that publication of their interests should not take place then they should contact the Deputy Company Secretary to explain why. In exceptional circumstances, for instance where publication of information might put a member of staff at risk of harm, information may be withheld or redacted on public registers. However, this would be the exception and information will not be withheld or redacted merely because of a personal preference.

## 11 **WIDER TRANSPARENCY INITIATIVES**

11.1 The Trust fully supports wider transparency initiatives in healthcare, and we encourage staff to engage actively with these. Relevant staff are strongly encouraged to give their consent for payments they receive from the pharmaceutical industry to be disclosed as part of the Association of British Pharmaceutical Industry (ABPI) Disclosure UK initiative. These "transfers of value" include payments relating to:

11.1.1 Speaking at and chairing meetings.

11.1.2 Training services.

11.1.3 Advisory board meetings.

11.1.4 Fees and expenses paid to healthcare professionals.

11.1.5 Sponsorship of attendance at meetings, which includes registration fees and the costs of accommodation and travel, both inside and outside the UK.

11.1.6 Donations, grants and benefits in kind provided to healthcare organisations.

11.2 Further information about the scheme can be found on the ABPI website: [abpi.org.uk](http://abpi.org.uk).

11.3 Staff must also disclose the above information on the relevant Trust Register of Interest or Register of Gifts and Hospitality.

## 12 **MANAGEMENT OF INTERESTS – ACTION TO BE TAKEN BY THE TRUST**

12.1 If an interest is declared but there is no risk of a conflict arising then no action is warranted. However, if a material interest is declared then the general management actions that could be applied include:-

12.1.1 restricting staff involvement in associated discussions and excluding them from decision making.



- 12.1.2 removing staff from the whole decision-making process.
- 12.1.3 removing staff responsibility for an entire area of work.
- 12.1.4 removing staff from their role altogether if they are unable to operate effectively in it because the conflict is so significant.

12.2 Each case will be different and context-specific, and the Trust will always clarify the circumstances and issues with the individuals involved. Staff should maintain a written audit trail of information considered and actions taken.

12.3 Staff who declare material interests should also make their line manager aware of their existence as soon as possible once this material interest has been established.

### **13 GIFTS**

13.1 Staff should not accept gifts that may affect, or be seen to affect, their professional judgement.

13.2 Gifts from suppliers or contractors doing business (or likely to do business) with the Trust should be declined, whatever their value.

13.3 Low cost branded promotional aids such as pens or post-it notes may, however, be accepted where they are under the value of £6 (existing industry standard) in total and need not be declared.

13.4 Gifts from other sources (e.g., patients, families, service users):-

13.4.1 Gifts of cash and vouchers to individuals **should always be declined**.

13.4.2 Staff should not ask for any gifts.

13.4.3 Gifts valued at £50 and over should be treated with caution and only be accepted on behalf of the Trust, and/or its constituent organisations, wherever possible not in a personal capacity. These should be declared by staff via the Trust register.

13.4.4 Modest gifts accepted under a value of £50 do not need to be declared but should be shared with team colleagues where practical e.g., box of chocolates or biscuits.

13.5 A common-sense approach should be applied to the valuing of gifts (using an actual amount, if known, or an estimate that a reasonable person would make as to its value).

13.6 Multiple gifts from the same source over a 12-month period should be treated in the same way as single gifts over £50 and over where the cumulative value exceeds £50.

### **14 GIFTS - WHAT SHOULD BE DECLARED**

14.1 Staff name and their role with the organisation.

14.2 A description of the nature and value of the gift, including its source.

14.3 Date of receipt.

14.4 Any other relevant information (e.g., circumstances surrounding the gift, who and why the gift was offered, action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

### **15. HOSPITALITY**

15.1 Staff should not ask for or accept hospitality that may affect, or be seen to affect, their professional judgement.

15.2 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 Particular caution should be exercised when hospitality is offered by actual or potential suppliers or contractors. This can be accepted, and must be declared, if modest and reasonable. Senior approval must be obtained.
- 15.4 **Meals and refreshments:-**
- 15.4.1 Under a value of £25 - may be accepted and need not be declared.
  - 15.4.2 A value of between £25 and £50 may be accepted and must be declared.
  - 15.4.3 Over a value of £50 - should be refused unless (in exceptional circumstances) senior approval is given. A clear reason should be recorded on the organisation's Register(s) of Gifts and Hospitality as to why it was permissible to accept.
  - 15.4.3 A common sense approach should be applied to the valuing of meals and refreshments (using an actual amount, if known, or a reasonable estimate).
- 15.5 **Travel and accommodation:-**
- 15.5.1 Modest offers to pay some or all the travel and accommodation costs related to attendance at events may be accepted and must be declared.
  - 15.5.2 Offers which go beyond modest or are of a type that the Trust itself might not usually offer, need approval by senior staff, (e.g., by the responsible Executive Director, Corporate or Divisional Head of Service) should only be accepted in exceptional circumstances, and must be declared. A clear reason should be recorded on Register of Gifts and Hospitality as to why it was permissible to accept travel and accommodation of this type. A non-exhaustive list of examples includes:
  - 15.5.3 Offers of business class or first-class travel and accommodation (including domestic travel)
  - 15.5.4 Offers of foreign travel and accommodation.
- 16 HOSPITALITY - WHAT SHOULD BE DECLARED**
- 16.1 Staff name and their role with the organisation.
  - 16.2 The nature and value of the hospitality including the circumstances.
  - 16.3 Date of receipt.
  - 16.4 Was annual leave authorised and taken to attend.
  - 16.5 Any other relevant information (e.g., action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).
- 17 CLINICAL PRIVATE PRACTICE**
- 17.1 Consultants and associate specialists employed under the Terms and Conditions of Service of Hospital Medical and Dental Staff are permitted to carry out private practice or other work for the private sector, providing they do not do so within the time they are contracted to the relevant Group Hospital. Specific queries relating to individual contracts of employment should be clarified with the relevant Group Hospital Medical Staffing department. Any work should be subject to the conditions outlined in "A Guide to the Management of Private Practice in the NHS." Consultants who have signed new contracts with the relevant Trust within the Group will be subject to the terms applied to private practice in those contracts.
- 17.2 Clinical staff should declare all private practice on appointment, and/or any new private practice when it arises as per Hospital Consultants who are already required to provide their employer with this information by virtue of Para.3 Sch. 9 of the Terms and Conditions – Consultants (England) 2003. These provisions already apply to Hospital Consultants by virtue of Paras 5 and 20, Sch. 9 of the Terms and Conditions – Consultants (England) 2003. This should include:-
- 17.2.1 Where they practise (name of private facility).
  - 17.2.2 What they practise (specialty, major procedures).
  - 17.2.3 When they practise (identified sessions/time commitment).

- 17.3 Clinical staff should (unless existing contractual provisions require otherwise or unless emergency treatment for private patients is needed):-
- 17.3.1 Seek prior approval of their Trust before taking up private practice and seek agreement for their NHS Medical Secretary or any other NHS support staff who support their private practice by disclosing details of NHS staff they pay to support their clinical private practice.
  - 17.3.2 Ensure that, where there would otherwise be a conflict or potential conflict of interest, NHS commitments take precedence over private work.
  - 17.3.3 Not accept direct or indirect financial incentives from private providers other than those allowed by Competition and Markets Authority guidelines: Hospital Consultants should not initiate discussions about providing their Private Professional Services for NHS patients, nor should they ask other staff to initiate such discussions on their behalf.

## **18 CLINICAL PRIVATE PRACTICE - WHAT SHOULD BE DECLARED**

- 18.1 Staff name and their role with the organisation.
- 18.2 A description of the nature of the private practice (e.g., what, where and when staff practise, sessional activity, etc.).
- 18.3 Relevant dates.
- 18.4 Any other relevant information (e.g., action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

## **19 OUTSIDE EMPLOYMENT (INCLUDING SELF-EMPLOYMENT)**

- 19.1 Staff must declare any existing outside employment on appointment and any new outside employment when it arises. This includes setting up a business at home, self-employment and running or assistance in private practice e.g., Consultant medical secretaries.
- 19.2 Where a risk of conflict of interest arises, the general management actions outlined in this policy should be considered and applied to mitigate risks.
- 19.3 Where contracts of employment or terms and conditions of engagement permit, staff may be required to seek prior approval from the Trust to engage in outside employment or self-employment.
- 19.4 The Trust may also have legitimate reasons within employment law for knowing about outside employment of staff, even when this does not give rise to risk of a conflict.
- 19.5 Staff are advised that working for a secondary employer or in self-employment, whilst absent from work due to being medically certified unfit is not permitted, unless under the direction of medical advice with agreement from the Occupational Health Department and the Line Manager. Where an employee is suspected of secondary employment or self-employment working whilst absent due to sickness these matters will be investigated
- 19.6 In accordance with the relevant Trust Anti-Fraud, Bribery and Corruption Policy & Response plan, Code of Conduct Policy and Disciplinary Policy.

## **20 OUTSIDE EMPLOYMENT - WHAT SHOULD BE DECLARED**

- 20.1 Staff name and their role with the secondary Trust or trading name if self-employed.
- 20.2 The nature of the outside employment or self-employment (e.g., who it is with, a description of duties, time commitment).
- 20.3 Relevant dates.

- 20.4 Other relevant information (e.g., action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

## **21 SHAREHOLDINGS AND OTHER OWNERSHIP ISSUES**

- 21.1 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 organisation.
- 21.2 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.
- 21.3 There is no need to declare shares or securities held in collective investment or pension funds or units of authorised unit trusts.

## **22 SHAREHOLDINGS AND OTHER OWNERSHIP ISSUES - WHAT SHOULD BE DECLARED**

- 22.1 Staff name and their role with the organisation.
- 22.2 Nature of the shareholdings/other ownership interest.
- 22.3 Relevant dates.
- 22.4 Other relevant information (e.g., action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

## **23 INTELLECTUAL PROPERTY RIGHTS**

- 23.1 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.
- 23.2 Staff should seek prior permission from the Trust 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.
- 23.3 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.

## **24 INTELLECTUAL PROPERTY RIGHTS - WHAT SHOULD BE DECLARED**

- 24.1 Staff name and their role with the organisation.
- 24.2 A description of the intellectual property.
- 24.3 Relevant dates.
- 24.4 Other relevant information (e.g., action taken to mitigate against a conflict, detail of any approvals given to depart from the terms of this policy)

## **25. LOYALTY INTERESTS**

- 25.1 Loyalty interests should be declared by staff involved in decision making where they:-
- 25.1.1 Hold a position of authority in another NHS Trust or commercial, charity, voluntary, professional, statutory or other body which could be seen to influence decisions they take in their NHS role.

- 25.1.2 Sit on advisory groups or other paid or unpaid decision-making forums that can influence how the Trust spends taxpayers' money.
- 25.1.3 Are, or could be, involved in the recruitment or management of close family members and relatives, close friends and associates, and business partners.
- 25.1.4 Are aware that their Trust does business with the Trust in which close family members and relatives, close friends and associates, and business partners have decision making responsibilities.

## **26. LOYALTY INTERESTS - WHAT SHOULD BE DECLARED**

- 26.1 Staff name and their role with the organisation.
- 26.2 Nature of the loyalty interest.
- 26.3 Relevant dates.
- 26.4 Other relevant information (e.g., action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

## **27. DONATIONS**

- 27.1 Donations made by suppliers or bodies seeking to do business with the Trust should be treated with caution and not routinely accepted. In exceptional circumstances they may be accepted but should always be declared. A clear reason should be recorded as to why it was deemed acceptable, alongside the actual or estimated value.
- 27.2 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.
- 27.3 Staff must obtain permission from the Trust 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.
- 27.4 Donations, when received, should be made to a specific charitable fund (never to an individual) and a receipt should be issued.
- 27.5 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.

## **28. DONATIONS - WHAT SHOULD BE DECLARED**

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

## **29. SPONSORED EVENTS**

- 29.1 Sponsorship of events by appropriate external bodies will only be approved if a reasonable person would conclude that the event will result in clear benefit for the Trust, and its constituent organisations.
- 29.2 During dealings with sponsors there must be no breach of patient or individual confidentiality or data protection rules and legislation.
- 29.3 No information should be supplied to the sponsor from whom they could gain a commercial advantage, and information which is not in the public domain should not normally be supplied.
- 29.4 At the 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.

- 29.5 The involvement of a sponsor in an event should always be clearly identified.
- 29.6 Staff within the Trust, and its constituent organisations, involved in securing sponsorship of events 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.
- 29.7 Staff arranging sponsored events must declare this.

### **30 SPONSORED EVENTS - WHAT SHOULD BE DECLARED**

The Trust will maintain records regarding sponsored events in line with the above principles and rules.

### **31 SPONSORED RESEARCH**

- 31.1 Funding sources for research purposes must be transparent.
- 31.2 Any proposed research must go through the relevant health research authority or other approvals process.
- 31.3 There must be a written protocol and written contract between staff, the organisation, and/or institutes at which the study will take place and the sponsoring organisation, which specifies the nature of the services to be provided and the payment for those services.
- 31.4 The study must not constitute an inducement to prescribe, supply, administer, recommend, buy or sell any medicine, medical device, equipment or service.
- 31.5 Staff should declare involvement with sponsored research to the organisation.

### **32 SPONSORED RESEARCH - WHAT SHOULD BE DECLARED**

- 32.1 The Trust will retain written records of sponsorship of research, in line with the above principles and rules.
- 32.2 Staff should declare:-
- 32.2.1 Their name and their role with the organisation.
  - 32.2.2 Nature of their involvement in the sponsored research.
  - 32.2.3 Relevant dates.
  - 32.2.4 Other relevant information (e.g., what, if any, benefit the sponsor derives from the sponsorship, action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

### **33 SPONSORED POSTS**

- 33.1 External sponsorship of a post requires prior approval from the organisation.
- 33.2 Rolling sponsorship of posts should be avoided unless appropriate checkpoints are put in place to review and withdraw if appropriate.
- 33.3 Sponsorship of a post should only happen where there is written confirmation that the arrangements will have no effect on purchasing decisions or prescribing and dispensing habits. This should be audited for the duration of the sponsorship. Written agreements should detail the circumstances under which organisations have the ability to exit sponsorship arrangements if conflicts of interest which cannot be managed arise.

- 33.4 Sponsored post holders must not promote or favour the sponsor's products, and information about alternative products and suppliers should be provided.
- 33.5 Sponsors should not have any undue influence over the duties of the post or have any preferential access to services, materials or intellectual property relating to or developed in connection with the sponsored posts.

#### **34 SPONSORED POSTS - WHAT SHOULD BE DECLARED**

- 34.1 The Trust will retain written records of sponsorship of posts, in line with the above principles and rules.
- 34.2 Staff should declare any other interests arising as a result of their association with the sponsor, in line with the content in the rest of this policy.

#### **35 STRATEGIC DECISION-MAKING GROUPS – ASSURANCE FRAMEWORK COMMITTEE**

- 35.1 The Trust utilises a robust assurance framework and committee structure to make key strategic decisions about things such as:

- 35.1.1 Entering (or renewing) large scale contracts
- 35.1.2 Awarding grants
- 35.1.3 Making procurement decisions
- 35.1.4 Selection of medicines, equipment, and devices

- 35.2 The interests of those who are involved in these committees should be well known so that they can be managed effectively.

#### **36 COMMITTEES SHOULD ADOPT THE FOLLOWING PRINCIPLES**

- 36.1 Chairs should consider any known interests of members in advance and begin each meeting by asking for declaration of relevant material interests.
- 36.2 Members should take personal responsibility for declaring material interests at the beginning of each meeting and as they arise.
- 36.3 Any new interests identified should be added to the organisation's register(s).
- 36.4 The vice chair (or other non-conflicted member) should chair all or part of the meeting if the chair has an interest that may prejudice their judgement.
- 36.5 If a member has an actual or potential interest the chair should consider the following approaches and ensure that the reason for the chosen action is documented in minutes or records:
  - 36.5.1 Requiring the member to not attend the meeting.
  - 36.5.2 Excluding the member from receiving meeting papers relating to their interest.
  - 36.5.3 Excluding the member from all or part of the relevant discussion and decision.
  - 36.5.4 Noting the nature and extent of the interest but judging it appropriate to allow the member to remain and participate.
  - 36.5.5 Removing the member from the group or process altogether.
- 36.6 The default response should not always be to exclude members with interests, as this may have a detrimental effect on the quality of the decision being made. Good judgement is required to ensure proportionate management of risk.

## **37 PROCUREMENTS**

- 37.1 Procurement should be managed in an open and transparent manner, compliant with procurement and other relevant law, to ensure there is no discrimination against or in favour of any provider. Procurement processes should be conducted in a manner that does not constitute anti-competitive behaviour - which is against the interest of patients, service users and the public.
- 37.2 Those involved in procurement exercises for and on behalf of the Trust should keep records that show a clear audit trail of how conflicts of interest have been identified and managed as part of procurement processes. At every stage of procurement steps should be taken to identify and manage conflicts of interest to ensure and to protect the integrity of the process.

## **38 CONFIDENTIALITY AGREEMENT**

Prior to or in entering a contract with an organisation/s, parties may wish to disclose to each other certain confidential information in relation to the purpose of the contract. In these circumstances, to ensure each party maintains the confidentiality of the information it will be necessary to complete a Confidentiality Agreement to comply with strict terms and conditions in connection with the disclosure and use of confidential information. A template 'Confidentiality Agreement' is at Appendix 2 and advice should be sought from the Director of Corporate Affairs.

## **39 DEALING WITH BREACHES**

There may be situations when interests will not be identified, declared or managed appropriately and effectively. This may happen innocently, accidentally, or because of the deliberate actions of staff or other organisations. For the purposes of this policy these situations are referred to as 'breaches'.

## **40 IDENTIFYING AND REPORTING BREACHES**

- 40.1 To ensure that interests are effectively managed staff are encouraged to speak up about actual or suspected breaches. Every individual has a responsibility to do this.
- 40.2 Staff who are aware about actual breaches of this policy, or who are concerned that there has been, or may be, a breach, should follow the procedure highlighted in the:-
- 40.2.1 TW11-001 Fraud, Corruption and Bribery Policy and Response Plan
  - 40.2.2 TW10-050 Raising Concerns Policy
  - 40.2.3 TW10-099 Code of Conduct Policy
- 40.3 The Trust will investigate each reported breach according to its own specific facts and merits and give relevant parties the opportunity to explain and clarify any relevant circumstances.
- 40.4 Following investigation the Trust will:-
- 40.4.1 Decide if there has been or is potential for a breach and if so what severity of the breach is.
  - 40.4.2 Assess whether further action is required in response – this is likely to involve any staff member involved and their line manager, as a minimum.
  - 40.4.3 Consider who else inside and outside the Trust should be made aware
  - 40.4.4 Take appropriate action as set out in the next section.

## **41 TAKING ACTION IN RESPONSE TO BREACHES**

- 41.1 Action taken in response to breaches of this policy will be in accordance with the procedures of the Trust and could involve organisational leads for staff support (e.g.,



Human Resources), fraud (e.g., Local Counter- Fraud Specialist), members of the management or executive teams and organisational auditors.

41.2 Breaches could require action in one or more of the following ways:

41.2.1 Clarification or strengthening of existing policy, process and procedures.

41.2.2 Consideration as to whether HR/employment law/contractual action should be taken against staff or others.

41.2.3 Consideration being given to escalation to external parties. This might include referral of matters to external auditors, the NHS Counter Fraud Authority (NHSCFA) from 3/7/17, the Police, statutory health bodies (such as NHS England, NHS Improvement or the CQC), and/or health professional regulatory bodies.

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

41.4 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 Trust can and will consider the range of possible sanctions that are available, in a manner which is proportionate to the breach. This includes:

41.4.1 Employment law action against staff, which might include

41.4.2 Informal action (such as reprimand or signposting to training and/or guidance).

41.4.3 Formal disciplinary action (such as formal warning, the requirement for additional training, re-arrangement of duties, re-deployment, demotion, or dismissal).

41.4.4 Reporting incidents to the external parties described above for them to consider what further investigations or sanctions might be.

41.4.5 Contractual action, such as exercise of remedies or sanctions against the body or staff which caused the breach.

41.4.6 Legal action, such as investigation and prosecution under fraud, bribery and corruption legislation.

In accordance with the Code of Conduct/Disciplinary Policy/Standing Financial Instructions, Fraud, Corruption and Bribery Policy, as an employee of Wrightington Wigan and Leigh Teaching Hospital NHS Foundation Trust (WWL) you are required to declare any interests, which may be relevant to the work of Wrightington Wigan and Leigh Teaching Hospitals NHS Foundation Trust or your work within the organisation. Including any gifts & Hospitality that you have been offered or declined, in addition any secondary employment including Private Practice, Commercial sponsorship when they occur.

## 42. **LEARNING AND TRANSPARENCY CONCERNING BREACHES**

42.1 Reports on breaches, the impact of these, and action taken will be considered by the Trust Audit Committee, as part of the regular review of ways in which staff can raise issues about possible improprieties in matters of financial reporting and control, clinical quality, patient safety or other matters.

42.2 To ensure that lessons are learnt, and management of interests can continually improve, anonymised information on breaches, the impact of these, and action taken will be made available for inspection by the public upon request.

**43 HUMAN RIGHTS ACT**

Implications of the Human Rights Act have been considered in the formulation of this document and they have, where appropriate, been fully reflected in its wording.

**44 INCLUSION AND DIVERSITY**

The document has been assessed against the Equality Impact Assessment Form from the Trust's Equality Impact Assessment Guidance and, as far as we are aware, there is no impact on any protected characteristics.

**45 MONITORING AND REVIEW**

**45.1** Compliance with this Policy will be monitored by annual review of the following, to be conducted by the Local Counter-Fraud Specialist and the Audit Committee:

45.1.1 ABPI returns

**46 ACCESSIBILITY STATEMENT**

This document can be made available in a range of alternative formats e.g., large print, Braille and audio cd.

For more details, please contact the HR Department on 01942 77 3766 or email [equalityanddiversity@wwl.nhs.uk](mailto:equalityanddiversity@wwl.nhs.uk)

### **The seven principles of public - the 'Nolan Principles'**

**Selflessness.** Holders of public office should take decision solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family or their friends

**Integrity.** Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties

**Objectivity.** In carrying out public business, including making public appointments, awarding contracts or recommending individuals for awards or benefits, holders of public office should make choices on merit

**Accountability.** Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office

**Openness.** Holders of public office should be as open as possible about all decisions and actions they take. They should give reasons for their decisions, and restrict information only when the wider public interest clearly demands

**Honesty.** Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest

**Leadership.** Holders of public office should promote and support these principles by leadership and example

## **TEMPLATE CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is dated on the day that the last party has signed the Agreement between:

1. Wrightington Wigan and Leigh Teaching Hospital NHS Foundation Trust whose registered office is at Royal Albert Edward Infirmary, Wigan Lane Wigan WN1 2NN and

(ENTER NUMBER OF ADDITIONAL PARTNER'S AS REQUIRED)

### **BACKGROUND**

The Parties wish to disclose to each other certain information in relation to (the "**Confidential Information**"). ENTER THE PURPOSE OF THE AGREEMENT (the "**Purpose**"). Each Party wishes to ensure that the other Party maintains the confidentiality of its Confidential Information and, therefore, the Parties have agreed to comply with the following terms and conditions in connection with the disclosure and use of Confidential Information.

### **AGREED TERMS**

#### **1.0 THE CONFIDENTIAL INFORMATION**

- 1.1** The Confidential Information includes all information disclosed or made available, directly or indirectly, in any form by a Party or its affiliates (the "**Disclosing Party**") to the other Party (the "**Recipient**"), including but not limited to: (i) the fact that discussions are taking place concerning the Purpose and the status of those discussions; (ii) any confidential or proprietary information, data or opinions communicated or disclosed by either Party, including any information, data or opinions relating to the Disclosing Party's business practices, its products (including but not limited to chemical structures, biological data, formulation recipes, technology), clinical study programme documentation, plans or relationships, or any of its processes, operations and/or intellectual property; (iii) any information or analysis derived from the Confidential Information; (iv) any other information or material that the Disclosing Party indicates is confidential.
- 1.2** In consideration of the Disclosing Party disclosing or making its Confidential Information available to the Recipient, the Recipient shall always keep the Confidential Information confidential and maintain it securely. The Recipient shall not without the Disclosing Party's prior written consent: (i) use the Confidential Information in any way except for the Purpose; (ii) publish, make available or disclose any Confidential Information to any third party; (iii) copy the Disclosing Party's Confidential Information except as strictly necessary for the Purpose; or (iv) disclose that there is any relationship between the Parties.
- 1.3** The Recipient will notify the Disclosing Party immediately of any loss or compromise of the Confidential Information and shall cooperate with the Disclosing Party's reasonable instructions in order to minimise the consequences of the same.
- 1.4** The confidentiality obligations of each Party shall continue for a period of ten (10) years from the date of this Agreement, or until the Parties enter into a separate agreement relating to the Purpose which addresses the use of the Confidential Information. Termination of this Agreement shall not affect any accrued rights or remedies.
- 1.5** After completion of the Purpose, termination of this Agreement, or at the Disclosing Party's request, the Recipient shall cease all use of the Confidential Information. The Recipient shall

promptly (i) return or, at the Disclosing Party's option, destroy all Confidential Information and all documents and materials containing any Confidential Information; (ii) use reasonable

1.6 Endeavours to erase all Confidential Information from its computer systems; and (iii) confirm to the Disclosing Party in writing that it has complied with the requirements of this Clause.

## 1.7 EXCEPTIONS AND PERMITTED DISCLOSURES

1.8 The confidentiality obligations set out in this Agreement shall not apply to information that is: (i) generally available to the public other than as a result of any breach of this Agreement by the Recipient; (ii) obtained from a third party who had the full right to disclose it; (iii) lawfully in the Recipient's possession (with full rights to disclose) before its disclosure under this Agreement; (iv) was developed independently by or for the Recipient without reference to the Confidential Information; or (v) has been approved for release by the Disclosing Party; or is required to be disclosed under the provisions of the Freedom of Information Act 2000.

1.9 The Recipient may retain one (1) copy of the Confidential Information for lawful purposes provided it obtains consent from the Disclosing Party, such consent not to be unreasonably withheld.

1.10 The Recipient may disclose the Confidential Information to those of its officers, employees, consultants and professional advisors ("**Representatives**") who need to know such Confidential Information for the Purpose, provided that it (i) informs those Representatives of the confidential nature of the Confidential Information before disclosure; (ii) ensures that all such Representatives maintain the confidentiality of all such Confidential Information in accordance with the provisions of this Agreement; and (iii) remains liable for any unauthorised disclosure of Confidential Information by any of its Representatives as if it had made such disclosure itself.

1.11 The Recipient may disclose the Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided always that: (i) to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible; and (ii) it complies with the Disclosing Party's reasonable directions for taking legally available steps to resist or narrow such requirement (at the Disclosing Party's reasonable expense), and in any event restricts the disclosure to only those parts of the Confidential Information lawfully required to be disclosed.

## 1.12 RIGHTS TO AND ACCURACY OF CONFIDENTIAL INFORMATION

1.13 All rights, title and interest in and to the Confidential Information (including all intellectual property rights) shall remain the exclusive property of the Disclosing Party or its licensors. No rights in respect of the Confidential Information are granted to the Recipient other than those set out in this Agreement.

1.14 The Disclosing Party does not give any representation or warranty concerning the Confidential Information, its accuracy or its completeness, and neither the Disclosing Party nor any of its Representatives accept any liability to the Recipient for the accuracy or completeness of any of the Confidential Information or for any opinions, errors, omissions or misstatements contained in the Confidential Information.

## 1.15 GENERAL

1.16 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the terms of this Agreement, and that, without prejudice to any other rights and remedies it may have, Disclosing Party shall be entitled to the granting of equitable relief

(including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

- 1.17 Neither Party may assign, sub-license or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 1.18 This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings with respect to the subject matter of this Agreement.
- 1.19 Any amendment or modification to this Agreement must be in writing and signed by authorised representatives of each Party.
- 1.20 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 1.21 This Agreement is made under the laws of England and shall be subject to the non-exclusive jurisdiction of the English Courts regardless of place of execution or place of performance.
- 1.22 This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will together be deemed to constitute one agreement. The Parties agree that the execution of this Agreement by exchanging PDFs of wet-ink signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement.
- 1.23 Notwithstanding the date of this Agreement, this Agreement is deemed to take effect on (ENTER DATE).

**AGREED** by the Parties on the dates indicated below

SIGNED for and on behalf of

SIGNED for and on behalf of

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

(ENTER DETAILS FOR ALL PARTNERS)

## Equality Impact Assessment Form

### STAGE 1 - INITIAL ASSESSMENT

For each of the protected characteristics listed answer the questions below using Y to indicate Yes and N to indicate No	Sex (male / female / transgender)	Age (18 years+)	Race / Ethnicity	Disability (hearing / visual / physical / learning disability / mental health)	Religion / Belief	Sexual Orientation (Gay/Lesbian/ Bisexual)	Gender Re-Assignment	Marriage / Civil Partnership	Pregnancy & Maternity	Carers	Other Group	List Negative / Positive Impacts Below
Does the policy have the potential to affect individuals or communities differently in a negative way?	N	Y	Y	Y	N	N	N	N	N	N	Y	<p><b>The following may struggle to access the online system:</b></p> <ul style="list-style-type: none"> <li>- Staff without access to computers in work, in particular international colleagues who are more likely to fall into this group than those from a white British background.</li> <li>- Staff who have limited technology skills/experience</li> <li>- People who are visually impaired (unless the website works with a screen reader)</li> </ul>
Is there potential for the policy to promote equality of opportunity for all / promote good relations with different groups – Have a positive impact on individuals and communities.	N	N	N	N	N	N	N	N	N	N	N	
In relation to each protected characteristic, are there any areas where you are unsure about the impact and more information is needed?	N	N	N	N	N	N	N	N	N	N	N	<b>If Yes:</b> Please state how you are going to gather this information.

<b>Job Title:</b> Counter Fraud Specialist	<b>Date:</b> Nov 2022
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**IF 'YES a NEGATIVE IMPACT' IS IDENTIFIED - A Full Equality Impact Assessment STAGE 2 Form must be completed. This can be accessed via <http://intranet/Departments/Equality Diversity/Equality Impact Assessment Guidance.asp>**

Please note: As a member of Trust staff carrying out a review of an existing or proposal for a new service, policy or function you are required to complete an Equality Impact Assessment. By stating that you have **NOT** identified a negative impact, you are agreeing that the organisation has **NOT** discriminated against any of the protected characteristics. Please ensure that you have the evidence to support this decision as the Trust will be liable for any breaches in Equality Legislation.

**POLICY MONITORING AND REVIEW ARRANGEMENTS**

<b><u>Para</u></b>	<b><u>Audit / Monitoring requirement</u></b>	<b><u>Method of Audit / Monitoring</u></b>	<b><u>Responsible person</u></b>	<b><u>Frequency of Audit</u></b>	<b><u>Monitoring committee</u></b>	<b><u>Type of Evidence</u></b>	<b><u>Location where evidence is held</u></b>
6.6	Review of annual declarations and ABPI register for the Trust	Annual follow up of non-returns vis the Civica Declare system.	Local Counter Fraud Specialist	Annually	Audit Committee	Progress report presented to Audit Committee of results	On the online Civica Declare system.