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CONSULTED WITH:	Audit Committee, Company Secretary, Head of Financial Services and Payroll

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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?
A new policy to reflect Managing Conflicts of Interest in the NHS: Guidance for Staff and Organisations issued in March 2017 issued by NHS England, effective from 1st June 2017. This replaces the Trust Gifts and Hospitality Policy – TW11-033 and SOP TW11-033 SOP1.
- 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 8 and above, this is a **mandatory** requirement for this group of staff to complete and return a Declaration of Interest each, including a 'NIL' return.
- 5.1.3 Administrative and clinical staff (of any band) that have the power to enter into contracts on behalf of their 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.

5.2 Prompt decision making staff twice yearly, and as part of their annual appraisal, 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 declarations will be reviewed by the Trust on a regular basis and any actual or potential material interests will be promptly transferred to Register of Interests or a Register of Gifts and Hospitality, this is presented to the Audit Committee on a bi-monthly basis for review and approval.

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, so that it can be considered.

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).

7 HOW TO MAKE A DECLARATION

7.1 The Declaration of Interest(s) form (appendix 3) is available on the organisations intranet and submit to via declarations@wwl.nhs.uk

7.2 Further clarity about what should be declared and where 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 the Registers of Interests and a Registers of Gifts and Hospitality for the Trust as follows:

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.

10 PUBLICATION

10.1 The Trust will publish, and make available to the public on its website, its Register of Interests and Register of Gifts and Hospitality (including decision making staff and staff) on a regular basis. 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 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.

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 or the person(s) they are working to 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 Group, 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 £50 - may be accepted and need not be declared.
- 15.4.2 A value of below £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 of 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 make a donation 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 Group, and its constituent organisations, and the NHS.
- 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 Group, 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 into (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 PROCUREMENT

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 Company Secretary.

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 the 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 Anti- Fraud Specialists), 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.
- 41.5 Further advice and information on the consequences of breaches and the range of potential sanctions is shown at Appendix 3.

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 taken into account 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 Anti-Fraud Specialist and the Internal Audit Committee:
- 45.1.1 Declaration of Interest Forms returned for year end accounts
 - 45.1.2 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@wvl.nhs.uk

Appendix 1

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

Appendix 2

TEMPLATE CONFIDENTIALITY AGREEMENT

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

1. Wrightington Wigan and Leigh 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 keep the Confidential Information confidential at all times 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)

Appendix 3

DECLARATION OF INTEREST 2018 Inc (Gifts/Hospitality/Commercial Sponsorship/fees etc)

Full name	(Please select from global address)
Title	Assignment/Payroll Number.....
Pay band.....	Line Manager
Division/Directorate.....	
Department/Site:	
Signature	
Date:	
Line Manager Email address (Please select from global address list)	
.....	

In accordance with the Code of Conduct/Disciplinary Policy/Standing Financial Instructions and Fraud, Corruption and Bribery Policy, as an employee of Wrightington Wigan and Leigh NHS Foundation Trust you are required to declare on an annual basis, any interests of yourself, your partner or spouse, which may be relevant to the work of Wrightington Wigan and Leigh NHS Foundation Trust or your work within the organisation.

Copies of the above policies can be located on the policy library of the Trust intranet

Where no interest exists a nil return must still be submitted

Examples where a declaration is required:

- Directorships, including non-executive directorships, held in private companies or PLCs (with the exception of those of dormant companies).
- Ownership or part-ownership of private companies, businesses or consultancies likely or possibly seeking to do business with the NHS.
- Majority or controlling shareholdings in organisations likely or possibly seeking to do business with the NHS.
- Details of any secondary employment you may have or may undertake outside your NHS employment

- A position of authority in a charity or voluntary organisation in the field of health and social care.
- Any connection with a voluntary or other organisation contracting for NHS services.
- The interests of spouses and cohabiting partners should also be declared.

This list is not exhaustive and constitutes key examples; if there is any doubt with regard to declaration of interests these should be discussed with the Financial Controller of the Trust/Trust Secretary/Local Anti-Fraud specialist.

Declaration of interest – please complete the declaration of any business interest of yourself, your partner or spouse, which are, or may be relevant to, the work of the Trust or your work within the organisation (please refer to the example declarations listed above, this list is not exhaustive, **if in doubt, declare it**)

I wish to make a declaration of interest

I submit a nil return

A) **Please give the details of any relevant business interests which you wish to declare:-**

Name of Organisation:

Relationship:

When did business interest begin?

How is this relevant to the work of the organisation?
.....
.....

Please give the details of any other relevant declaration you wish to declare:- This includes any gifts/hospitality/conference attendance/fees/commercial sponsorship/hotel and accommodation expenses/course fees

Name of organisation

Date of declaration accepted.....Date of Offer.....

Details of declaration i.e. Reason for attendance and method of offer.....

Offered by (i.e organisation)

Value of declaration.....Accepted/not.....

If a fee was offered/accepted for attendance at the event (if yes, please provide details)

Rationale for acceptance & details of any contracts between offer and Trust.....

Authority to attend if applicable (inc name of Line manager)

Study leave/annual leave or outside NHS contracted hours to attend.....

Confirmation if the 3rd party provider has paid for costs of attendance of the event YES/NO

Declaration of secondary employment including Private Practice

Name of organisation

Role/Duty.....Hours of attendance.....

Please note that it is a mandatory requirement for all staff (including contractors, temporary and agency staff) to complete an annual declaration of interest form.

Any disclosures not made and later discovered will be considered a breach of Trust Standing Financial Instructions, which could subsequently lead to disciplinary action being taken.

If at any time your declaration changes and you are affected by one or more of the above you must complete a new form which can be found on the Trust intranet – Code of Conduct Policy, Standing Financial Instructions or from Finance Department.

Please return the completed form to: - declarations@wwl.nhs.uk

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/)	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	N	N	N	N	N	N	N	N	N	N	
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	If Yes: Please state how you are going to gather this information.

Job Title	Counter Fraud Specialist				Date	October 2018
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IF 'YES an 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.

Appendix 5

POLICY MONITORING AND REVIEW ARRANGEMENTS

Para	Audit / Monitoring requirement	Method of Audit / Monitoring	Responsible person	Frequency of Audit	Monitoring committee	Type of Evidence	Location where evidence is held
8.4	Review of annual declarations and ABPI register for the Trust	Annual follow up of non-returns	Local Counter Fraud Specialist	Annually	Audit Committee	Progress report presented to Audit Committee of results	Company Secretary