

Commercial Sponsorship Policy

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Contents

CONSULTATION SCHEDULE	4
IMPACT ASSESSMENTS.....	4
VERSION CONTROL.....	4
1. Introduction.....	5
2. Purpose	5
3. Scope.....	6
4. Definitions	6
5. Duties and Responsibilities	7
• Integrated Care Board and Chief Executive Officer	7
• Corporate Governance Team.....	7
• Senior Staff	8
• All Staff.....	8
6. Subject Matter of Policy	8
6.1 General Policy Requirements.....	8
6.2 “Prior Approval” or “Prior Consultation”	9
6.3 Meetings with Pharmaceutical Company Representatives	10
6.4 Sponsorship of Events	10
6.5 Hospitality to Individuals	11
6.6 Joint Working to Achieve ICB Priorities	11
6.7 Grants and Donations to Achieve ICB Priorities	12
7. Training and Implementation	12
8. Monitoring	12
9. Review, Ratification and Archiving	13
10. Dissemination and Publication.....	13

11. References and Associated Documents	13
12. Impact Assessments	13
13. Appendices	15
Appendix 1 - Appointment Request Forms For Pharmaceutical Industry Representatives ..	15
Appendix 2 - Proforma (ICB Internal) for recording attendance at a sponsored* event/meeting.....	16
Appendix 3 - Sponsorship form for Educational Events	17
Appendix 4 - Framework for Joint Working between the ICB and Pharmaceutical Industry .	19
Appendix 5 – Joint Working Agreement Template.....	22
Appendix 6 – Joint Project Group Terms of Reference	25
Appendix 7 - Commercial Sponsorship / Grant Form.....	26

CONSULTATION SCHEDULE	
Title of Individual	Groups consulted
Associate Director of Corporate Governance	Policy Review Group
Director of Community Transformation	
Associate Director of Medicines Optimisation	
Deputy Director of Primary Care	
Director of Primary Care	
Director of Planned Care	
Head of Programme – Clinical Values and Medicines	

IMPACT ASSESSMENTS		
	Date Completed	Comments
Equality Impact Assessment (EIA)	30/05/25	<i>(for no impact insert: No impact identified)</i> <i>(If non-applicable insert N/A)</i>
Quality Impact Assessment (QIA)	N/A	
Data Protection Impact Assessment (DPIA)	N/A	

VERSION CONTROL				
Version	Job Title of Lead/Policy Author	Ratification Date	Ratification Body	Summary of Amendments
5.0	Head of Governance	TBC	Integrated Care Board	Full Review

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1. Introduction

- 1.1 The Integrated Care Board (ICB) recognise the potential value to patients of accessing resources available from the Commercial Sector at a number of different levels, from simple sponsorship to full joint working.
- 1.2 Such arrangements must be open and transparent, with benefits to patient care being clearly identified and delivered in an environment of trust and openness, with proper arrangements established for ICB accountability and governance purposes.
- 1.3 The conduct of staff and contractors of the ICB should be consistent with the NHS Code of Conduct and standards of probity expected of publicly funded bodies.

2. Purpose

2.1 The purpose of this policy is to:

- 2.1.1 assist the ICB in achieving its objectives and delivery of national and local priorities by building effective and appropriate working relationships with the commercial entities where deemed appropriate;
 - 2.1.2 ensure the ICB and its staff respond consistently to approaches from the commercial entities (i.e. pharmaceutical industry) and that the interests of patients, the public and the ICB are maintained;
 - 2.1.3 ensure staff comply with ICB commercial sponsorship standards and their own professional codes of conduct, and that representatives of the pharmaceutical industry comply with the Association of British Pharmaceutical Industry (ABPI) Code of Practice for the pharmaceutical industry; and
 - 2.1.4 inform and advise staff of their main responsibilities when entering into joint working arrangements with the commercial entity. Specifically, it aims to:
 - assist NHS employers and staff in maintaining appropriate ethical standards in the conduct of NHS business;
 - highlight that NHS staff are accountable for achieving the best possible health care within the resources available;
 - highlight that NHS staff may be vulnerable to marketing techniques that may attempt to show some pharmaceutical companies in a more favourable light than is appropriate.
- 2.2 This policy has been devised to provide the ICB staff (incl. ICB members of the Board) with a policy framework through which patient benefits might be realised through joint working with commercial entities, whilst remaining true to the ethics, principles and governance associated with ICB as publicly funded NHS bodies.
- 2.3 Relationships with commercial entities and partners can take many forms, but are generally linked to commercial sponsorship, financial assistance or support in kind (through the provision of expertise and staff etc).
- 2.4 However, greater and closer joint working will inevitably involve more complex relationships and contractual agreements, for which clear rules and boundaries need to be in place and understood by all parties concerned.

3. Scope

- 3.1 The policy applies to all ICB Staff as well as ICB Board and Committee members, who may be involved with entering into any arrangements with the Commercial Sector.
- 3.2 It applies to all offers of commercial sponsorship, and covers courses, conferences, post or project funding, meetings and publications in connection with the business activities that they carry out for or on behalf of the ICB.
- 3.3 Department of Health Guidance encourages the NHS organisations and their staff to consider opportunities for joint working with the pharmaceutical industry, where the benefits that this could bring to patient care and the difference it can make to their health and wellbeing are clearly advantageous. Such advantages are to be clearly stated and evidenced to support such claims. The pharmaceutical industry is also able to be transparent about expected commercial gain of such initiatives.
- 3.4 It is important to recognise that a partnership already exists between the NHS and the pharmaceutical industry. Clear guidance is required to ensure that such arrangements are fully transparent and deliver maximum benefits for patients and the health economy. Positively engaging with companies may lead to larger, longer-term collaborations that meet the needs of all parties including the pharmaceutical industry.
- 3.5 The benefits of greater collaboration must be weighed against any potential risks. It is essential therefore that all projects are subject to the widest scrutiny to enable likely pitfalls to be highlighted at an early stage.
- 3.6 It is vital to ensure that the business priorities of commercial organisations do not lead to a distortion of local priorities or investment. Upfront disclosure of expected commercial return will help negate this risk. Where a return on investment is expected by the pharmaceutical industry to be product sales this must be in line with the NHS organisation prescribing policies and investment priorities as well as the [ABPI Code of Practice](#).
- 3.7 It should be noted that the same principles should also apply to other commercial organisations that provide products and services.
- 3.8 The policy has direct links to the ICB's Standards of Business Conduct Policy and the Policy on Managing Conflicts of Interest / Gifts & Hospitality. The provisions in these policies also apply to individuals when undertaking any activity funded by the Commercial Sector: e.g. speaking at conferences etc.
- 3.9 There are implicit links between these policies, so caution must be exercised by all individuals having assigned roles and responsibilities in this policy.
- 3.10 This policy does not apply to bodies not listed above (i.e. General Practices, who are subject to different legislative and governance requirements). However, the boards/governing bodies of these organisations are invited to consider implementing the guidance as a means to effectively manage conflicts of interest and provide safeguards for their staff.

4. Definitions

- 4.1 **A Conflict of Interest** – this occurs where an individual's ability to exercise judgement, or act in a role is, could be, or is seen to be impaired or otherwise influenced by his or her involvement in another role or relationship. In some circumstances, it could be reasonably

considered that a conflict exists even when there is no actual conflict. It is important to still manage these perceived conflicts in order to maintain public trust.

- 4.2 **A Gift** – is defined as any item of cash or goods, or any service, which is provided for personal benefit, free of charge or at less than its commercial value (the ICB' policy on Managing Conflicts / Gifts & Hospitality includes further details).
- 4.3 **Hospitality** – modest hospitality provided in normal and reasonable circumstances may be acceptable, although it should be on a similar scale to that which the ICB might offer in similar circumstances: e.g. tea, coffee, light lunch refreshments at meetings (the ICB' policy on Managing Conflicts / Gifts & Hospitality includes further details).
- 4.4. **ABPI** – is the industry body representing pharmaceutical companies in the UK. The ABPI Code of Practice sets a framework of standards for UK pharmaceutical companies covering the promotion of medicines and requirements for interactions with healthcare organisations and healthcare professionals.
- 4.5. **Commercial Sponsorship** – means NHS funding from an external source, including funding of all or part costs of a member of staff, NHS research, staff training, pharmaceuticals, equipment, meeting rooms, costs associated with educational events, meals, gifts, hospitality, hotel and transport costs, provision of free services (e.g. speakers) buildings or premises.
- 4.6. **Sponsorship** - may be considered for the following types of activity, services and resources:
- audit work
 - research
 - publications
 - training and other educational resources
 - provision of facilities (i.e., for meetings/seminars/training); or
 - provision of free services (i.e., speakers).

However, Sponsorship will not be accepted for:

- pharmaceuticals, diagnostics, appliances, or equipment which may influence a change in prescribing behaviour; or
 - direct funding of staff/employees of the ICB or for staff employed by contractors/providers for services commissioned by the ICB.
- 4.7. **Joint Working** -means situations where, for the benefit of patients, organisations pool skills, experience and/or resources for joint development and implementation of patient centred projects and share a commitment to successful delivery. Joint working agreements and management arrangements are conducted in an open and transparent manner.

5. Duties and Responsibilities

The following staff of the ICB need to pay particular attention to this policy and the ICB's Standards of Business Conduct Policy as well as the associated policy on Managing Conflicts of Interest / Gifts & Hospitality:

- **Integrated Care Board and Chief Executive Officer**

Ultimately responsible for ensuring compliance with this policy and the safe governance of the ICB.

- **Corporate Governance Team**

Draft, update, and maintain the Commercial Sponsorship Policy in line with legal, regulatory, and ethical standards (e.g., NHSE guidance, Nolan Principles, anti-bribery laws); Provide guidance to staff on how to apply the policy correctly; Clarify acceptable and unacceptable forms of sponsorship and how to manage conflicts of interest; Support the identification and management of conflicts of interest related to sponsorships and ensure that declared interests are recorded and acted upon appropriately.

- **Medicines Optimisation Team**

To ensure any requirements under this policy are carried out. In addition to adhering to the ABPI Code of Practice and [General Pharmaceutical Council \(GPhC\) Standards and Guidance for Pharmacy Professionals](#).

To ensure all Medicines Optimisation engagement with the Pharmaceutical Industry adhere to the policy and the Standards of Business Conduct Policy, including Gifts and Hospitality Policy.

To support the fulfilment of this policy together with the Corporate Governance Team which may include completion of forms, record keeping and approvals associated with Declarations of Interest, including Gifts and Hospitality declaration forms.

- **Senior Staff**

Encourage all ICB staff to seek advice if they suspect control is being lost or that behaviours are inappropriate. ICB staff should make potential industry partners aware of these policy requirements.

- **All Staff**

Particularly those most likely to be party to engagement with the Commercial Sector – should take personal responsibility for ensuring any requirements under this policy are carried out.

6. Subject Matter of Policy

6.1 General Policy Requirements

- 6.1.1 Any relationship involving commercial sponsorship, collaboration, partnership working, hospitality or similar activity must be documented and available for public scrutiny.
- 6.1.2 This covers all courses, conferences, post or project funding, meetings and publications in connection with the business activities that they carry out for or on behalf of the ICB.
- 6.1.3 General sponsorship of the ICB's events such as conferences, seminars, training and education should not be routinely seen as the standard funding mechanism.
- 6.1.4 In those situations where this is deemed appropriate and it is not in direct conflict with any ICB policy, then sponsorship opportunities and offers should be open to a range of potential sponsors.
- 6.1.5 And if such offers are reasonably justifiable and in accordance with ICB's Statutory Guidance / Policy, then they may be accepted and processed in line with the ICB's policy (including on Managing Conflicts / Gifts & Hospitality, with all associated advice, support and guidance being available from this separate policy).
- 6.1.6 All offers of commercial sponsorship, whether accepted or declined, **must be declared upfront**, so they can be included on the ICB's Register of Interests and Hospitality. This is not intended to cover those instances where an open offer of assistance is made without full

quantification of what it entails: e.g. a general offer of help from a pharmaceutical company to help support some ICB functions¹.

- 6.1.7 During any dealings with sponsors there must be no breach of patient / individual confidentiality or data protection legislation. Furthermore, no information should be supplied to a company for their commercial gain unless there is a clear benefit to the NHS. As a general rule, information which is not in the public domain should not normally be supplied to a third-party sponsor.
- 6.1.8 Where sponsorship involves a pharmaceutical company, the arrangements must also fully comply with annual updates of the ABPI and the MHRA's "*Blue Guide*" and the *2012 Human Medicines Regulations (Statutory Instrument 2012/1916)* – as previously established by the *Medicines (Advertising) Regulations 1994* – for specific regulations governing gifts, inducements, other benefits and hospitality.

6.2 "Prior Approval" or "Prior Consultation"

- 6.2.1 The ICB may choose to operate a fully open and transparent system of "prior approval" to underpin the acceptance of any such sponsorship: e.g. in all cases, **an arrangement could be only granted by a ICB's staff member with appropriate seniority.**
- 6.2.2 Notwithstanding the ICB choosing to implement this enhanced approach, advice on whether or not it would be appropriate to accept any offers should routinely be sought in advance from the ICB's Head of Governance, or their deputy.
- 6.2.3 The ICB, via its Governance Lead, may subsequently choose to implement a system of regular audits of information collected centrally. This would provide assurance for the ICB's Board. This approach would mean that responsibility for adhering to guidance is everyone's responsibility, and that the ICB's governance structures are not there for policing day-to-day activities in an excessively bureaucratic manner.
- 6.2.4 Regardless of the above potential pathways however, acceptance of commercial sponsorship should not in any way compromise commissioning decisions of the ICB or be dependent on the purchase or supply of goods or services.
- 6.2.5 Before entering into a sponsorship agreement, the relevant ICB's personnel will:
- Ensure that the interests of patients / the ICB / the NHS have fully been taken into account;
 - Assess the costs and benefits related to alternative options;
 - Ensure any agreements are fully compliant with Information Governance requirements;
 - Determine how any clinical or financial outcomes are to be monitored / reported;
 - Ensure any decision-making process is transparent and appropriate;
 - Ensure that the sponsorship agreements are fully documented, including any rights of attendance at meetings, displaying of promotional materials etc;
 - Ensure that there is a termination clause and be aware of how this can be invoked;
 - Advise potential sponsors that any sponsorship agreement will not impact on purchasing decisions nor result in any preferential status during any such deliberations;

¹ This applies to open or unsolicited (usually emailed) offers of the type to ICB Medicines Optimisation Teams of the "if you need anything else from us" sort; or those where a brief discussion has happened opportunistically at another open forum / meeting: e.g. "we have a service offering to help identify and score AF patients". If that conversation goes no further and has never included exact figures or the scope of offer in terms of the intended functional aspects of support offering (as required to fill in the standard ICB declaration form in the Appendices), then the rule of thumb should be that these are not included in the principle of this clause.

- Reject all proposals that link any sponsorship to commissioning activity;
- Ensure that in the cases of any sponsorship that may result in third party provision, the relationship between the ICB / the third party will be as if that were with the sponsor;
- Ensure that any agreements relating to commercial sponsorship are made at a corporate not individual level, with “prior approval” authorisation and recording arrangements.

6.3 Meetings with Pharmaceutical Company Representatives

- 6.3.1 The ICB does not approve any “cold calling” to staff from the Pharmaceutical Industry (PI) representatives. All requests for meetings and contacts by PI representatives should be done by the dedicated proforma (Appendix 1). All contacts should be via email to the generic communications email address governance@staffsstoke.icb.nhs.uk until such a decision has been made that a meeting or direct contact will take place.
- 6.3.2 In considering requests for meetings with representatives of the PI consideration should be given to whether this will represent best use of staff and therefore not all requests will be granted.
- 6.3.3 All proformas will be logged centrally with the Medicines Optimisation Team and held for 12 months.
- 6.3.4 The process for dealing with contacts made from the PI industry is detailed in Appendix 1
- 6.3.5 All meetings with representatives from PI should be minuted on the Summary of meeting with representative from commercial organisations and saved electronically for six (6) years.

6.4 Sponsorship of Events

- 6.4.1 Sponsorship of meetings is not permitted for routine internal meetings of the ICB, only educational or special events.
- 6.4.2 Staff should follow the principles in clause 19 of the ABPI Code of Practice for the Pharmaceutical Industry 2024 relating to meetings and hospitality from the pharmaceutical/external industry. All agreements must comply the three crucial values of the NHS – Accountability, Probity and Openness.
- 6.4.3 When organising an educational event, staff must always consider approaching a number of companies so that the ICB is not seen to be favouring one particular company or product in line with the ICBs Standing Financial Instructions (SFIs).
- 6.4.4 Sponsors should not have any influence over the content of an event, meeting, seminar, publication or training event. The ICB cannot endorse individual companies or their products. It should be made clear to the sponsor / all ICB stakeholders that sponsorship does not mean endorsement of a company’s products or services.
- 6.4.5 Industry representatives may sponsor the venue, refreshments, and/or expenses of the practitioners attending the event etc for local educational events. Authorisation to do so must be sought via completion of the pharmaceutical company Sponsorship Form for Educational Events (Appendix 2). Companies must not provide hospitality to staff except in association with scientific meetings, promotional meetings and scientific congresses and other such meetings.
- 6.4.6 Sponsorship for educational events is accepted on the understanding that;

- The ICB course organiser retains overall control of the event;
- Costs associated with such hospitality should be proportionate and appropriate to the event and should not exceed what the ICB might reasonably provide if they were paying themselves, nor should attendance be extended beyond those who are pertinent to the business being conducted at the event;
- Where meetings or events are sponsored, this should be stated on any documentation relating to the event: a sponsor's name or logo may be included but mention of any specific product is absolutely prohibited;
- Where the organiser considers additional value may be gained from a presentation by the sponsor, the presentation is agreed by the ICB in advance of the event;
- Course material provided by the company has no promotion of specific products (the name of the company supporting the event is acceptable);
- The sponsor does not use the ICB contact to promote products outside the event;
- Any "*Trade Stands*" or other, similar marketing activity that may be agreed as part of the sponsorship agreement must be located outside of the meeting room where the business in question is to take place. Commercial sponsors will not have right of entry to any meeting where ICB business is being transacted.

6.5 Hospitality to Individuals

- 6.5.1 Individual sponsorship or hospitality provided to ICB staff (all staff including members of the Board) must be agreed with Senior Management and be fully documented in the ICB's Hospitality Register. This would also include instances of an individual's attendance at sponsored training events etc.
- 6.5.2 Any hospitality provided to individual ICB staff or members should be appropriate to their role within the organisation. Where appropriate, such hospitality might also have to be declared as an interest in other ICB decision-making groups.

6.6 Joint Working to Achieve ICB Priorities

- 6.6.1 Any joint working initiative with the Commercial Sector will require formal proposals to be made to and agreed by the ICB's Board through the appropriate approval arrangements. This will normally take the form of a business proposal setting out the benefits to patient care that might be delivered from such an arrangement – a framework template for this is available in Appendix 4.
- 6.6.2 Once agreed, a joint working agreement should be drafted, along with the Terms of Reference for the service / project (Appendices 5 & 6).
- 6.6.3 Whilst these agreements give the right to terminate any joint working agreement, the ICB will also retain the right to exclude individuals whose behaviour compromises the joint working relationship through their own individual actions.
- 6.6.4 The ICB will consider communication roles and responsibilities for the joint working initiative from the outset.
- 6.6.5 The ICB will agree clear boundaries for industry partners, including safeguards to prevent unexpected / unsolicited attendance at ICB premises; and similarly preventing any requests for unplanned meetings or involvement in business that is not part of the joint working initiative.

- 6.6.6 The ICB will at all times lead the project, which will only be progressed at a pace suitable to the organisation, and never dictated by the partner.
- 6.6.7 As required, the ICB will avail itself of all resources to support joint working that are externally available (e.g. those produced by the Association of British Pharmaceutical Industry, ABPI, or any other relevant toolkits or guidance).

6.7 Grants and Donations to Achieve ICB Priorities

- 6.7.1 There may be instances where the ICB is awarded a grant or donation in support of attainment of ICB strategic objectives and deliverables from commercial (including charitable sector) organisations. All ICB personnel have the responsibility to ensure that the process set out within this policy is undertaken, before accepting any award and/or grant.
- 6.7.2 The ICB executives should be informed of any applications/offers made, and where successful, formal approval of acceptance must be sought from the appropriate Executive Officer(s) prior to doing so. A business proposal should be set out, outlining how the conditions of 'prior approval' outlined in section 6.2 of this policy are met, with any risks and mitigations to the ICB outlined.
- 6.7.2 Advice should be sought from the corporate governance team and other relevant experts prior to acceptance of an award or grant pertaining to the commercial (including charitable sector) to ensure the terms and conditions of any agreement align to national/local NHS requirements. In addition, a commercial sponsorship / grant form should be completed, signed and authorised (See Appendix 7).
- 6.7.2 All grants/donations must be declared on the gifts and hospitality register via the formal routes.

7. Training and Implementation

- 7.1 There is no specific training requirement to underpin this policy. However, to support broader awareness of ethical standards, transparency, and the management of risks associated with commercial sponsorships, all ICB Board and Committee members, as well as ICB staff, are required to complete the NHS England online Conflicts of Interest training package. This training is accessible to all relevant individuals and should be completed on an annual basis. It plays an important role in raising awareness of the risks related to conflicts of interest, including those that may arise in the context of commercial sponsorship.
- 7.2 This is an established policy which has been embedded within the organisation for a number of years, hence no implementation plan is needed as relevant processes are already in place.

8. Monitoring

- 8.1 The Corporate Governance Team will be responsible for monitoring compliance with this Commercial Sponsorship Policy. This includes maintaining oversight of all sponsorship arrangements, ensuring appropriate documentation is completed, and verifying that all declared interests and sponsorships are accurately recorded in the central register.

- 8.2 The Corporate Governance Team will also provide assurance to the Audit Committee and the Board through reporting as required, including any instances of non-compliance and conflicts of interest.

9. Review, Ratification and Archiving

- 9.1 The policy will be reviewed every 3 years, or earlier if national policy or guidance, organisational changes are required to be considered. The review will then be subject to review and re-ratification.
- 9.2 The Corporate Governance Team is responsible for ensuring that archive copies of superseded working documents are retained. All policies which have been superseded will be archived.
- 9.3 The author will ensure that a review of the document is carried out in the event of a change in circumstances or immediately prior to the expiry date.

10. Dissemination and Publication

- 10.1 Dissemination of the final policy is the responsibility of the author. They must ensure the policy is uploaded on the intranet via the Communications Team. The Communications team is responsible to issue an organisation-wide notification of the existence of the Policy.
- 10.2 Heads of Departments/Managers are responsible for ensuring that all staff (including bank, agency, contracted and volunteers) have access to and are made aware of policies that apply to them.
- 10.3 All staff will be able to access copies of policies via the policy section of the ICB intranet.

11. References and Associated Documents

- 11.1 This policy should be read in conjunction with the following policies and standards:
- ICB Standards of Business Conduct Policy
 - ICB Conflicts of Interest, incorporating Gifts & Hospitality Policy
 - ICB Anti-Fraud and anti Bribery Policy
 - ICB Whistleblowing/Raising Concerns Policy
 - ICB Disciplinary Policy
 - 2024 ABPI Code of Practice
 - NHS Code of Conduct for Managers
 - Bribery Act 2010

12. Impact Assessments

- 12.1 Equality Impact Assessments are carried out to demonstrate due regard to (1) the public sector equality duty (PSED) 3 aims, dropping down from the Equality Act 2010 to: eliminate discrimination, harassment victimisation; advance equality of opportunity; and foster good

relations”, (2) The Health & Social Care Act 2012 re evidencing showing due regard to reducing health inequalities between the people of England.

- 12.2 This proposal has been through a Full Assessment process and identifiable or potential adverse impact against any protected characteristics or inclusion health group have been considered and mitigating actions or reasonable adjustments have been taken. An Objective Justification will provide a rationale where identifiable adverse impacts remain. In the event of any new data, information, or reporting, identifying any adverse or potential adverse impact, this assessment will be reviewed. Accessible and inclusive information, and equality monitoring (where it is practical to do so) have been considered or implemented.

13. Appendices

Appendix 1 - Appointment Request Forms For Pharmaceutical Industry Representatives

All sections must be completed prior to consideration of an appointment

Request date						
Name of Representative						
Email/mob	We may offer a virtual meeting as an alternative					
Category of topics you wish to discuss	Please mark the relevant categories					
	<i>[insert category of topic]</i>	<i>[insert relevant information]</i>				
	<i>[insert category of topic]</i>	<i>[insert relevant information]</i>				
	<i>[insert category of topic]</i>	<i>[insert relevant information]</i>				
	Please mark the relevant categories					
	New Medicine		Formulary		Sharing Resources	
	Clinical data (efficacy & safety)		Licence extension		Medicines optimisation collaborative initiative	
	Budget impact document		New formulation of existing medicine		Other collaborative initiative	
	Pre-licence advanced planning notification		Efficiency saving			

Appendix 2 - Proforma (ICB Internal) for recording attendance at a sponsored* event/meeting

*by the Pharmaceutical Industry

Name of ICB staff member attending event:	
Job title of above:	
Title & details of the meeting/event (including dates & venue)	
Target audience	
Pharmaceutical Sponsor(s) Include name, address & nature of the business	
Details of sponsorship e.g. promotional materials/ information from sponsor handed out, drugs discussed during the meeting/ training and promotional stands, refreshments provided	
Were products or services being marketed included on the ICB formulary? If unsure seek advice from Medicines Optimisation Team	Yes/No
Attendance approved by the Associate Director: Medicines Optimisation Signed	Date approved
Attendance approved by Line Manager and Associate Director of Medicines Optimisation Signed	Date approved
Please forward completed form to the Medicines Optimisation Team via MedicinesOptimisationTeam@staffsstoke.icb.nhs.uk prior to the event	
Copy sent to Governance Team for inclusion on the Gifts, Hospitality Register	Date sent

Appendix 3 - Sponsorship form for Educational Events

Pharmaceutical Company Sponsorship Form for Educational Events

To be completed by the event organiser

To (Name of Company Lead)
of (insert company name)
Thank you for agreeing to sponsor the event on (date)
Venue
Title of the event

Sponsorship for educational events is accepted on the understanding that:-

- The ICB course organiser retains overall control of the event.
- The sponsor does not have the right to present teaching material
- Where the organiser considers additional value may be gained from a presentation by the sponsor, the presentation is agreed by the ICB in advance of the event.
- Where meetings or events are sponsored, this should be stated on any documentation relating to the event: a sponsor's name or logo may be included but mention of any specific product is absolutely prohibited.
- The sponsor has gained the agreement of the communications team on any use of ICB images in educational or promotional material.
- The sponsor does not use the ICB contact to promote products outside the event.
- Course material provided by the pharmaceutical company has no promotion of specific products (the name of the company supporting the event is acceptable).
- Promotion of the education event excludes product advertisement.
- Honorarium received by any speakers or chair are declared.
- Any "Trade Stands" or other, similar marketing activity that may be agreed as part of the sponsorship agreement must be located outside of the meeting room where the business in question is to take place.
- Commercial sponsors will not have right of entry to any meeting where ICB business is being transacted. Attendance at the event of the sponsor is at the discretion of the ICB event organiser and must be agreed before the event and disclosed. If a sponsor wishes to attend please indicate name below. If approved this must be made clear to the attendees and the event facilitator at the start of the event.

Please confirm that you accept the terms above

Signed	Date
Print Name	Company

For ICB Use Only – Organisational approval

Submitted by:

Directorate:
Date:
Email:

DECLARATION: *The applicant/authoriser understands the ICBs policies for managing Conflicts of Interest and any false or misleading information that hides a conflict can lead to further internal action in line with the ICB's Disciplinary Policy and criminal action, in line with the ICB's Counter Fraud & Bribery Policy*

Appendix 4 - Framework for Joint Working between the ICB and Pharmaceutical Industry

Joint Working Project Summary	
1. Title Of Project	
2. Summary Of Intended Aims & Objectives	
3. Summary Of Expected Outcomes	
4. Names Of The Partner Organisations Involved In The Joint Working Arrangement	
5. Names Of Lead Representatives For Each Organisation	
6. Exact Nature Of The Joint Working Proposal	
7. Start Date	
8. Finish Date	
9. Exit Strategy	
Resources and Costs	
1. Overall cost of the joint working project	
2. Direct & indirect resources / cost commitments by each partner	
3. Method for monitoring & recording resources / costs	
4. Information on cost-effectiveness (has value for money been shown?)	
5. Arrangements for longer-term funding implications (to be clear & unambiguous)	
Governance Arrangements	
1. Parties consulted prior to initiating joint working project + how consultation was conducted	

2.	Method for informing patients of the joint working project	
3.	Decision-making processes within the joint working project (to be open & transparent)	
Governance Arrangements (continued)		
4.	Operational & management accountabilities (inc. identified conflicts of interest)	
5.	Piloting arrangements (state if the project is a pilot)	
6.	Relationship to existing systems of care in primary & secondary care sectors	
7.	For clinical services, professional indemnity & liability arrangements	
8.	Written agreement stating confidentiality, security standards & limits of use of information to specified purposes	
Monitoring and Evaluation		
1.	Management arrangements	
2.	Designated responsibility at each stage of the proposal	
3.	Method of evaluating patient benefits on completion	
4.	Learning opportunities from this project	
5.	Audit arrangements	
6.	Method for highlighting significant problems	
Data and Patient Protection		
1.	List partners' interests re. the joint working proposal & where these coincide	
2.	Identify "ownership" of the data generated by the project	
3.	Describe data access arrangements + format (inc. Data Protection Act / Caldicott / Section 251 requirements)	

4. Use data will be put to	
Privacy impact assessment to be undertaken	
Declaration of Interests	
1. To be completed on standard ICB form	

Appendix 5 – Joint Working Agreement Template

AN AGREEMENT FOR JOINT WORKING BETWEEN

Insert first party

AND

Insert second party (and any others as necessary)

FOR

Insert title of joint working initiative

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

Name and Members of the Joint Working Arrangement

The working members will be known as the *insert title of joint working initiative* Joint Project Group.

The number of Joint Project Group members will be decided to enable decision making to be as effective as possible whilst ensuring inclusiveness. Joint Project Group members will be designated by the parties.

No more than *insert number* core Joint Project Group members may be assigned to the joint working arrangement by any party, except by agreement of the parties. Joint Project Group members may be replaced by an individual from their organisation at any time to ensure continuity. Ad hoc membership may be agreed by the parties from time to time.

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

Aims and Objectives

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

Values

The following values should underpin joint working:

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

Principles of Joint Working

The following principles will apply to joint working:

- *All joint working must be for the benefit of patients;*
- *Joint working will be conducted in an open and transparent manner;*
- *Joint working will take place at a corporate, rather than an individual, level;*

- Arrangements will be of mutual benefit, the principal beneficiary being the patient;
- Contract negotiations will be negotiated in line with NHS values;
- Confidentiality of information received in the course of the arrangement will be respected and never used outside the scope of the project or treated in any other way other than in accordance with the Data Protection Act and NHS Information Governance regulations;
- Reports and information pertaining to the agreement / projects will not be used or published without written permission given by all parties;
- Joint working must not be used or seen as endorsement / promotion of any specific medicine or product;
- Pharmaceutical companies must comply at all times with the ABPI Code of Practice;
- All NHS employed staff must comply with NHS and relevant professional body Codes of Conduct at all times, and be aware of NHS guidance relating to joint working with the pharmaceutical industry.

Procedures at Joint Project Group Meetings

The following principles will apply to Joint Project Group meetings:

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

Powers of the Joint Project Group

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

Selection of Consultancies (if applicable)

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

- Drafting and sign-off of Terms of Reference for the consultancy input required;
- Drafting and sign-off of quantitative and qualitative Evaluation Criteria for potential suppliers;
- Agreement of a List of Suppliers to be invited to tender for the work;
- Issuing of Terms of Reference and Evaluation Criteria to potential suppliers;
- Receipt and evaluation of proposals from suppliers against the Evaluation Criteria;
- Shortlisting of potential suppliers with reference to the evaluation criteria;
- Presentations by potential suppliers to the Joint Project Group;
- Final selection of successful supplier(s) with reference to the evaluation criteria;
- Any selection process will be open and transparent, and if undertaken by the ICB, will comply with the requirements of the ICB's Standing Financial Instructions, Standing Orders, Tendering & Contracting procedures and NHS Policy on consultancy support;
- Consultancies will comply with the relevant Codes of Conduct and Practice referred to above.

Finances

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

Outputs, Monitoring and Evaluation

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

Data Ownership

All data generated by the project will be owned *insert ownership arrangements* by the parties. No data will be disclosed to any third party without the explicit agreement of all parties and in all cases will be subject to Data Protection Act / NHS Information Governance requirements.

Communication

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

Dissolution

The joint working arrangement shall be dissolved at any time if any party wishes to withdraw – a notice period will be given of *insert notice arrangements*.

Any outstanding matters must be wound up by all parties by agreement at the end of the project or in accordance with the dispute resolution clause below. Following a decision to wind-up a project, the Project Group will continue to function and agree a winding-up plan, and then deliver this plan in a manner that is safe and appropriate for all stakeholders.

Change of the Joint Working Agreement

Changes may be made to the Joint Working Agreement by consensus of Working Group members at a meeting convened for the purpose.

Dispute Resolution

The parties to this agreement will undertake to resolve any dispute informally through discussion and negotiation. In the event that a resolution cannot be agreed and the dispute remains unresolved for a period of greater than 30 days, the Joint Project Group should meet and consider the written submissions of the disputing parties and determine whether the dispute warrants dissolution of the project. All Parties to the agreement will undertake to fulfil their joint responsibilities in ensuring the winding-up plan is enacted.

Declaration of Interests

These must be declared by any working member. Declarations of interest will at all times be recorded in accordance with the ICB' Managing Conflicts of Interest / Gifts & Hospitality policy requirements.

I have read the above Joint Working Agreement and commit to the Terms.

Signed: _____ on behalf of: _____
Print
Name: _____ Date: _____

Signed: _____ on behalf of: _____
Print
Name: _____ Date: _____

Appendix 6 – Joint Project Group Terms of Reference

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

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

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

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

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

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

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

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

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

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

The Group will be chaired by an agreed representative of the ICB, and comprised of individuals from the parties and others essential to the smooth running of the project who have first been approved in writing by each party.

Specify membership

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

Appendix 7 - Commercial Sponsorship / Grant Form

(Not to be used in the case of Joint Working)

Name of Sponsor Company:

Details of Sponsor Company Contact Name:

Status/Position:

Phone Number:

Email address:

Sponsorship/Grant received by:

Date:

Value (approx.)

If more than one company is involved, please complete separate forms for each element of sponsorship.

Description of Sponsorship / Grant

Aims and objectives of project, including key issues to be addressed and duration:

How does the project benefit patients, contractors, the community and NHS Staffordshire and Stoke-on-Trent staff?

Do you have any personal relationship with, or personal business connection with the person/organisation from which you received the sponsorship / grant declared above?

No/Yes

If yes, please give details:

Declaration:

I declare that the above record represents a complete and accurate statement of the sponsorship/grant I have offered/received:

Signed:		Dated	
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Authorisation (for completion by Line Manager)

Title		Surname		Forename	
Job Title			Telephone		
Signed			Date		

Authorisation (for completion by ICB Chief Finance Officer)

Signed		Date	
Job Title		Telephone	

For Governance Use Only:

Date entered onto Register		Reference Number	
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I understand that if I knowingly make a false declaration or fail to make a declaration when required, then action may be taken against me. This may include internal disciplinary action or referring the matter to the Trust's Local Counter Fraud Specialist which may result in criminal or civil action being taken against me.