NHS Blackburn with Darwen Clinical Commissioning Group
NHS East Lancashire Clinical Commissioning Group

Policy for Relations with the Pharmaceutical Industry and other Commercial Organisations

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Target audience:	Organisational Wide

Policy statement / Key objectives:

This policy sets out the CCG position in relation to engagement and joint working with the Pharmaceutical Industry and other commercial organisations, consistent with national standards and guidance and CCG Standing Financial Instructions.

This policy can only be considered valid when viewed via the East Lancashire and BwD CCG websites. If this document is printed into hard copy or saved to another location, you must check that the version number on your copy matches that of the one online.

Review and Amend Log

Version No	Date	Section	Description of change
4.	22.5.17	1. Introduction	Section added on Disclosure UK
4.	22.5.17	Appendix E	Memorandum of Understanding between EL and BwD CCGs and Dovetail Consultants Ltd - added

Contents

1. Introduction

NHS bodies, contractors and their staff are accountable for achieving the best possible health care within available resources. The strategic shift in services from secondary to primary care encompasses NHS partnership working with relevant partners such as the pharmaceutical industry as one of a range of options available to meet the needs of patients and achieve clinical excellence. Such partnership working, conducted within a transparent framework, and can positively contribute to the delivery of the CCG's strategic commitments.

Opportunities for joint working with the pharmaceutical industry should be considered where the benefits this could bring to patient care and the health and wellbeing of the population are clearly advantageous. An important part of that joint working will be a transparent approach to any sponsorship proposed to the CCG, or to independent contractors and their staff. Research and Development (R&D) partnerships are outside the scope of this policy.

Any proposal for joint working must be considered against the following principles:

- meet patient and NHS needs
- be most accessible
- provide sustainable clinical benefits
- be highly cost effective

UK pharmaceutical companies are now required to disclose publicly details of certain payments or benefits in kind known as 'transfers of value' made to individual healthcare professionals and organisations. This can be:

For Individuals:

- Events (registration fees)
- Events (travel and accommodation)
- Consultancy and Services (fees)
- Consultancy and Services (expenses)

For Organisations

- Donations, grants and benefits in kind

Disclosure UK is about bringing further transparency to the relationship between the pharmaceutical industry and the HCPs and organisations with whom it works. The database will be fully publicly accessible from 1st July 2017. This is complementary to the NHSE revised guidance on Conflicts of Interest.

In line with The European Federation of Pharmaceutical Industries and Associations (EFPIA) Regulations, company sponsorship of Independent Meetings, whether paid directly to the Health Care Organisation (HCO) or indirectly through a third-party meeting organiser, is considered a transfer of value and thus must be disclosed against the beneficiary of the sponsorship.

It should be noted that companies will seek consent to disclose individual named data from the Health Care Professionals (HCPs) they are engaged with. Under UK data protection laws HCPs must give consent for this data to be published. Therefore interrogating the database will not necessarily mean all payments to HCPs are recorded.

Declarations are important to ensure transparency. Withdrawal of consent to publish, or not declaring interests at all is not defensible, hence this now forms a fundamental part of the CCG's corporate policy.

2. Purpose

NHS organisations and staff are encouraged to consider the opportunities for joint working with the pharmaceutical industry where the benefits this could bring to patient care and the difference it can make to their health and well-being are clearly advantageous. The policy provides a framework to assist the organisation and NHS staff in determining when a joint working agreement or commercial sponsorship is appropriate. Specifically, it aims to assist the organisation and NHS staff in maintaining appropriate ethical standards in the conduct of NHS business.

3. Definitions

For the purposes of this policy, **commercial sponsorship** is defined as including: NHS funding from an external source, including funding of all or part of the costs of a member of staff, NHS research, staff training, pharmaceuticals, equipment, meeting rooms, costs associated with meetings, meals, gifts, hospitality, hotel and transport costs (including trips abroad), provision of free services (speakers), buildings or premises.

In all these cases NHS bodies, members of NHS staff and independent contractors should use local arrangements to publicly declare sponsorship or any commercial relationship linked to the supply of goods or services and be prepared to be held to account for it.

Joint working is defined as situations where, for the benefit of patients, organisations pool skills, experience and/or resources for the joint development and implementation of patient-centred projects and share a commitment to successful delivery. Joint working agreements and management arrangements are conducted in an open and transparent manner. Joint working differs from sponsorship, where pharmaceutical companies simply provide funds for a specific event or work programme.

4. Duties

NHS employers and employees need to maintain and demonstrate certain general standards and behaviours when dealing with commercial organisations.

All NHS staff and employees of organisations contracted to provide NHS services e.g. GPs, pharmacists, independent and voluntary sectors working under contract or NHS terms and conditions are intended to be covered by this policy.

Staff must be familiar with the policy and be aware of NHS guidance, the legal position and appropriate professional codes of conduct, e.g. General Dental Council, General Medical Council, Royal College of Nursing, Royal Pharmaceutical Society, General Pharmaceutical Council, Nursing and Midwifery Council, NHS Code of Conduct for Senior Managers and Prescription Medicines Code of Practice Authority (PMCPA) codes.

For those staff groups who are not covered by a professional code of conduct, the Code of Conduct presented in Appendix A must be followed.

In the interests of transparency, NHS staff should declare any financial interest (e.g. company shares or research grants) which could be considered to influence their impartiality in decision making and the utilisation of NHS funding. This may include contracts, sales or other arrangements they may make with non-NHS organisations.

NHS staff should be aware that pharmaceutical industry representatives must follow the "*ABPI Code of Practice for the Pharmaceutical Industry*". It is a condition of membership of the Association of the British Pharmaceutical Industry (ABPI). The Code of Practice for the pharmaceutical industry is designed to ensure a professional, responsible and ethical

approach to the promotion of prescription medicines in the UK through self-regulation. If NHS staff believe that an industry representative has broken the Code, they can report their complaint to the Director of the Prescription Medicines Code of Practice Authority (PMCPA) at complaints@pmcpa.org.uk.

5. Consultation and Communication

The policy is a revision of a previous policy document published by the East Lancashire Medicines Management Board, updated in accordance with further guidance issued by the Department of Health on joint working between the NHS and commercial organisations (Department of Health, 2008).

6. Equality Impact Assessment

An equality impact assessment screening tool has formerly been completed; a full equality impact assessment is not required.

7. Principles and Values underpinning Joint Working with the Pharmaceutical Industry

The following principles must underpin any agreement the CCG or staff make to work with the pharmaceutical industry or other relevant commercial organisations:

7.1 Patient Interest

- The interests of NHS patients, individually and collectively, are paramount and have been taken into account.

7.2 Openness and Ethical Issues

- Any agreement should be open and transparent, have agreed aims and objectives, and conflicts of interest should have been identified and resolved.
- A contract of responsibilities and expectations should be drawn up between the CCG and the pharmaceutical company.
- Decisions made on working with the pharmaceutical industry will be transparent and defensible.

7.3 Patient and data confidentiality

- Any agreement should comply with legal and ethical requirements for the protection and use of patient information, and other NHS information. Use of patient-identifiable must be consistent with Caldicott principles.

7.4 Legal Issues

- The intended agreement should be lawful.

7.5 Accountability

- The NHS parties should be accountable for any agreement and agreements should include arrangements for monitoring and evaluation.
- An assessment of the costs and benefits in relation to alternative options (where applicable) should be made to ensure that the decision-making process is transparent and defensible;
- Schemes should be agreed at a corporate rather than an individual level.
- Ensure that the sponsorship / joint working agreement has break clauses built in to enable the NHS Trust, Clinical Commissioning Group, independent contractor to terminate the agreement if it becomes clear that it is not providing expected value-for-money or clinical outcomes.

7.6 Financial Issues

- Agreement should represent good value for money for the NHS, including being compatible with national arrangements for the prescribing and dispensing of medicines, and with the CCGs Standing Financial Instructions and corporate governance arrangements.
- Schemes must not be linked to the purchase or supply of particular products.

7.7 Fairness

- No one organisation will be given preferential treatment, or competitive advantage.
- Schemes that provide access to sensitive or confidential information that would give an advantage to a pharmaceutical company over competitors should be avoided.
- The usual contracting and procurement procedures will be followed where appropriate.

7.8 Probity

- Where financial payment forms part of an agreement between an NHS organisation and the pharmaceutical industry (e.g payment for clinical research studies), audit arrangements should be detailed within the agreement and should be such that that probity is assured.
- Sponsorship or any commercial relationship arrangements should be publicly declared.

8. Joint Working and Service Agreements

NHS staff are advised to consider fully the implications of joint working before entering into any arrangement using the tools included in this document (Appendix B and C). Joint working includes working with third party organisations or outside agencies that may have been contracted through other NHS organisations such as other NHS Trusts; CCGs; Innovation Agency. In particular it is important to seek advice when necessary from the CCG on the effect on other aspects of healthcare.

Whatever type of agreement is entered into, the clinicians' judgement should always be based upon clinical evidence that the service or product is the best for their patients.

Consideration should also be given to the impact of any arrangements on the NHS, the cost versus benefit of any agreement, and any service implications arising from sponsorship or a joint working arrangement.

The quality standards checklist and sponsorship and data confidentiality must be completed before accepting any offers of services or sponsorship (Appendix B). The content of the agreement must be documented using the commercial sponsorship agreement form (Appendix C). Advice may be sought from the CCG leads for Medicines and/or Research to assess the benefits of the offer of sponsorship or joint working.

For CCG agreements, approval must be sought from the Chief Finance Officer to proceed. The documentation should be forwarded to the Chief Finance Officer and copied to the executive assistant of the Board for retaining in the corporate register. Independent contractors should forward the documentation to the CCG Leads for Medicines and/or Research.

8.1 Joint Working Toolkit

The Department of Health and the Association of the British Pharmaceutical Industry have developed a joint working toolkit (March, 2008). The purpose of the toolkit is to:

- Encourage NHS organisations and staff to consider joint working as a realistic option for the delivery of high-quality healthcare.
- Provide the necessary information and have easy access to the tools which will help enter into joint working.

The toolkit should be utilised when considering joint working arrangements with the pharmaceutical industry or other commercial organisations

http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_082840.

9. Meetings, Hospitality and Gifts
As a general rule, acceptance of gifts, hospitality and entertainment should be declined. However hospitality /gifts of low intrinsic value maybe acceptable such as diaries, calendars, post it pads or small tokens of gratitude from patients or their relatives. In cases of doubt, staff should check with their line manager, or politely decline acceptance.

Modest hospitality, provided it is normal and reasonable and is secondary to the purpose of the meeting eg. lunches in the course of working visits, is acceptable. This should be the scale of hospitality which the NHS, as an employer, would be likely to offer. Where the level of hospitality exceeds £25 per day e.g. residential conferences, line management approval should be sought where appropriate and interest declared. Provision of hospitality from the sponsoring company should be non-promotional and unconditional.

A model code is attached at Appendix A, to be used in conjunction with existing professional codes of conduct where these exist or on their own.

10. Samples of Medicinal Products
Acceptance of samples of medicinal products must comply with ABPI code Clause 17 *Provision of Medicines and Samples*.

Samples are primarily for health professionals to familiarise themselves with the packaging, for purposes of identification etc. As a rule, professionals are discouraged from using samples to treat patients. CCG employed staff should seek approval from their line manager or the CCG leads for Medicines and/or Research before using samples within their practice.

11. Access to Staff and Premises
Drug company (pharmaceutical) representatives must not be allowed to interfere with clinical activity.

CCG mechanisms for controlling contacts with pharmaceutical representatives should be adhered to by all primary care professionals including non-medical prescribers.

12. Training and Education
Sponsorship may be used to support CCG organised training and educational events to include the provision of appropriate hospitality and reasonable, actual costs e.g. room hire and speakers' fees. A "sponsorship for training agreement form" is presented in Appendix D which must be completed and returned to the CCG Director of Finance and copied to the executive assistant to the Board. The level of hospitality must not exceed that level which the recipients would normally adopt when paying for themselves or that which could be reciprocated by the NHS. It should not extend beyond those whose role makes it appropriate for them to attend the meeting.

Sponsorship is accepted on the understanding that: -
- The course organiser retains overall control of the training event

- The sponsor does not have a right to present teaching material
- Where the organiser considers additional value may be gained from a presentation by the sponsor, that the content of the material is agreed in advance of the meeting
- The sponsor does not use the CCG contact to promote products outside the meeting
- Any stand the sponsor uses to promote products is to be outside the main meeting room where practical. Non-formulary or "black lighted" medicines should not be promoted (See: http://www.elmmb.nhs.uk/joint-medicines-formulary/ if in doubt)
- Attendance of the meeting by the sponsor is at the discretion of the course organiser
- Where course material is provided by a pharmaceutical company, that there is no promotion of specific products (the name of the company supporting the training event is acceptable)
- Where meetings or events are sponsored by external sources (including payment of speaker's fees), that fact must be disclosed in the papers relating to the function and in any published proceedings.

12.1 Offer from a company to provide training of staff.
Employers should be careful to ensure that staff are not pressurised by sponsors of training, to alter their own activity to accord with sponsors' wishes, where these are not backed up by appropriate evidence.

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

Employees must seek authorisation by their line-manager before attending industry-sponsored events. A record of sponsored education and training received by staff members should be retained by line managers, and should be available for external inspection.

13. Interface Issues
The CCG will consider the wider health economy implications of sponsorship arrangements that may have an impact on neighbouring partner organisations, particularly sponsored posts, but also including, for example, provision of services or guideline development. Such matters should be considered through the Health Economy Medicines Management Board.

Commissioning organisations should work with providers to ensure that the NHS Guidance on joint working and commercial sponsorship is implemented.

14. Research and Clinical Trials
Any research, including clinical trials involving medicines, must comply with the research governance framework and related policies. The relevant policies must be consulted.

15. Examples of Potential Conflict
Some examples of potential conflict are set out at APPENDIX E.

16. Dissemination and Implementation
The policy is a revision of an existing policy with which CCG staff should already be familiar. The revised policy will be cascaded through the CCGs Policies and Procedures cascade and circulated to independent contractors.

17. Monitoring Arrangements

A register of commercial sponsorship/joint working activities is held by the corporate services directorate and notifications of joint working/commercial sponsorship arrangements must be notified to the executive assistant to the Board once approved by the Chief Finance Officer. The register is available for public scrutiny on request. Independent contractors are encouraged to retain their own register.

Reports of approved joint working activities and/or commercial sponsorship between the CCG and commercial organisations will be submitted quarterly to the CCG Board. Any evidence of unapproved joint working activity will be considered retrospectively by the Board against the policy and appropriate actions taken.

Adherence to the policy should be monitored through the CCG internal review programme.

18. References

Association of the British Pharmaceutical Industry (2008) *Code of Practice for the Pharmaceutical Industry*

Department of Health (2000) Commercial Sponsorship – *Ethical Standards for the NHS*

Department of Health (2008) *Best practice guidance on joint working between the NHS and Pharmaceutical Industry and other relevant commercial organizations*

Department of Health (2003*) Confidentiality: NHS Code of Practice*

NHS Management Executive (1993) HSG(93)5 *Standards of Business Conduct for NHS Staff*

APPENDIX A

CODE OF CONDUCT

Staff and independent contractors working in the NHS should follow existing codes of conduct. Staff who are not covered by such a code are expected to:

- Act impartially in all their work;
- Refuse gifts, benefits, hospitality or sponsorship of any kind which might reasonably be seen to compromise their personal judgement or integrity, and to avoid seeking exert influence to obtain preferential consideration. All such gifts should be returned and hospitality refused;
- Declare and register gifts, benefits, or sponsorship of any kind, in accordance with time limits agreed locally, (provided that they are worth at least £25), whether refused or accepted. In addition gifts should be declared if several small gifts worth a total of over £100 are received from the same or closely related source in a 12 month period.
- Declare and record financial or personal interest (eg. company shares, research grant) in any organisation with which they have to deal, and be prepared to withdraw from those dealings if required, thereby ensuring that their professional judgement is not influenced by such considerations.
- Make it a matter of policy that offers of sponsorship that could possibly breach the Code be reported to their Board (NHS Trusts/CCG)
- Not misuse their official position or information acquired in the course of their official duties, to further their private interests or those of others;
- Ensure professional registration (if applicable) and/or status are not used in the promotion of commercial products or services;
- Beware of bias generated through sponsorship, where this might impinge on professional judgement and impartiality;
- Neither agree to practise under any conditions which compromise professional independence or judgement, nor impose such conditions on other professionals.

APPENDIX B

Sponsorship Checklist

	Y	N	Comments
Does the service on offer align with current views on evidence-based clinical practice?			
Is the service on offer consistent with the CCGs priorities and policies?			
Are you satisfied that the service is independent of purchasing and prescribing decisions?			
Is this or a similar service already available from another source locally? Can they be compared with each other?			
Can the NHS individuals involved confirm that there is no current or potential future conflict of interest?			
Have all stakeholders discussed the proposed service? Are all willing for their patients to take part (where relevant) and are they willing to sign any service agreement?			
Will you be provided with a fully documented service agreement that covers: • Aims and objectives of the service • An accountability framework within which the provider will operate, including a confidentiality agreement • The protocols to be used in the service, including a full description of the service and named personnel involved • The procedure to be followed in the event of any adverse incidents • The professional indemnity and liability arrangements the service provider has in place • The option to modify or suspend the service in the light of any assessments, evaluations or adverse effects • The option for either party to withdraw, with agreed and clearly defined notice periods on both sides.			
Are the skills, competencies, professional status and qualifications of the named individuals who will be providing the service of a sufficient level to ensure the service will be safe, effective, efficient and reliable?			
Are the lines of accountability (clinical, professional and managerial) of these individuals clearly documented and appropriate?			
If the service requires direct access to patients or patient information, are you satisfied that both it and the service provider can meet the requirements outlined in the following section on Data and Confidentiality?			

Assessment of Data and Confidentiality Issues

	SATISFIED? Y	N
If practice / unit or patient data is being used, there must be a clear statement included in the service agreement regarding: • Who will have access to that data and in what form (eg aggregation and anonymisation). • How, where and by whom that data will be manipulated. • To what purpose that data will be put.		
Each GP principal involved should give written consent if their own patients are to be involved or their patients' data used in any way.		
In maintaining confidentiality, if direct contact with patients is required: • It is the responsibility of the practice / unit to identify and inform patients who may be eligible to participate. • Any invitation should indicate that the patient is under no responsibility to take part. • Prior to patient involvement in the programme, individual informed consent must be obtained.		
If data is stored electronically, eg laptop computer, then: • Any patient-identifiable information must be retained for use solely within the practice / unit except with prior express written agreement. • Data must be password protected. • There must be a clearly defined protocol for satisfactory data encryption. This should be at practice / unit level with patient codes held within the practice (similar to a clinical trial). Encryption must not rely on identifiers such as patient name, NHS or practice number, addresses or postcodes. • Use of patient-identifiable data must be consistent with Caldicott principles and Information Governance requirements. If in doubt, seek advice from PCT Caldicott Guardian or SIRO.		
If data is to be aggregated (either within or between practices or units), then: • The practice / unit must have a clear understanding of what purpose such data is to be used for. • There must be a clearly defined protocol for data management, which includes information on the nature and ownership of the aggregated data and protocols to govern requests for access to that data. • No practice / unit-level data should be identified from the aggregated data set. • The practice / unit should have the option not to share their data as part of the aggregated data set if they wish.		

Post Approval Checklist

Before any service is implemented, the following issues will also need to be addressed:

All GP principals and other key staff must be aware of, and have agreed to participate as appropriate, with the proposed service:

- Agree clearly who is responsible for supervising and reporting on the service to the primary health care team and other relevant healthcare professionals as appropriate.

- Be satisfied that any information or materials to support the proposed service are valid, evidence-based, balanced, contemporaneous and non-promotional.

Practices / units should make arrangements to involve or make patients aware of the service if appropriate, as early as practically possible.

Practices / units should agree a process for reviewing the service at appropriate intervals and assessing the service in terms of achieving its stated objectives. It may be beneficial to involve patients in this process.

APPENDIX C

COMMERCIAL SPONSORSHIP / JOINT WORKING AGREEMENT

This proposal form should be signed by all parties and submitted for consideration with the attached documents and a copy of the service agreement.

Name of Project:

Proposal submitted by:

……..……. Name of lead proposer

……..…….. Job Title

Representing: …….....

1. Agreement between ……(commercial organisation) and ……..……. (department/directorate) for provision of commercial sponsorship for: (title of project/event)

……

2. ……(name) has completed the Sponsorship Checklist in Appendix B (copy to be submitted with this form)

3. Brief details of proposed initiative

4. Description of work and people involved:

5. Action plan:

6. Details of support provided (financial, staffing, services)

7. Brief details of benefit to – patients, and/or CCG

8. Brief details of benefit to sponsor

9. ……. (commercial organisation) may only be involved to the extent defined in this agreement, consistent with the Commercial Sponsorship – Ethical Standards for the NHS, 2002.

10. Such reports will be used for the purpose described above …….. ……..(commercial organisation) cannot use the report or information from this work without explicit permission from the CCG.

CCG Approval
Proposals agreed by the Director of Finance on behalf of the CCG (obligatory for CCG related projects).

Name Signature Date

Proposals agreed by representative from ……. (commercial organisation).

Name Signature Date

Copies of the form should be forwarded to the executive assistant to the Board for recording in the CCG hospitality / sponsorship register

APPENDIX D

SPONSORSHIP FOR TRAINING AND EDUCATION

To. .....

of (State company) .....

Thank you for agreeing to sponsor the meeting on .....

Entitled .....

To the value £……

Sponsorship is accepted on the understanding that: -

- The course organiser retains overall control of the training event
- The sponsor does not have a right to present teaching material
- Where the organiser considers additional value may be gained from a presentation by the sponsor, that the content of the material is agreed in advance of the meeting
- The sponsor does not use the CCG contact to promote products outside the meeting
- Any stand the sponsor uses to promote products is to be outside the main meeting room where practical.
- Attendance of the meeting by the sponsor is at the discretion of the course organiser
- Where course material is provided by a pharmaceutical company, that there is no promotion of specific products (the name of the company supporting the training event is acceptable)

Please confirm that you accept the terms detailed above

Signed ..... Date .....

Print name .....

Company .....

Signed (on behalf of the CCG)…… Date……

Copies of this form must be returned to the PCT Chief Finance Officer and the executive assistant to the Board for recording in the CCG hospitality register

Appendix E
Memorandum of Understanding between EL and BwD CCGs and Dovetail Consultants Ltd

1. INTRODUCTION

1.1 The partners to this Memorandum of Understanding (MoU) are between:

- Blackburn with Darwen and East Lancashire Clinical Commissioning Groups (BWD and EL CCGs)
- Dovetail Consultants Ltd

1.2 The purpose of this MoU is for Dovetail Consultants Ltd to facilitate collaborations between the pharmaceutical industry and BwD/EL CCGs in order to access funding to support educational events.

1.3 This agreement is governed by the following:

- BwD and EL CCG's Policy for relations with the pharmaceutical Industry and other Commercial Organisations.
- DH/ ABPI joint working toolkit
  http://www.networks.nhs.uk/nhs-networks/joint-working-nhs-pharmaceutical/documents/joint%20working%20toolkit%20dh.abpi.pdf/view

  http://www.elmmb.nhs.uk/search/?q=sponsorship

2. ROLES AND RESPOSIBILITIES OF THE RESPECTIVE PARTIES

2.1 Dovetail Consultants agree to:

- Liaise with the pharmaceutical industry and seek their financial support for educational events. Financial support will be by way of sponsorship fee in return for space for a promotional stand for each company sponsoring the session.
- Arrange all logistics regarding the meetings e.g. source venue, catering, and exhibition space for sponsors etc.
- Ensure that the meetings are held in a venue that would be approvable under the ABPI Code of Practice.
- Ensuring that exhibition stands are positioned in ways that conform to the ABPI code of practice.
- Ensure that attendees are aware that Pharmaceutical Companies will be exhibiting by providing company names of exhibitors to attach to each meeting agenda.
- Ensure that each pharma company are fully aware of their responsibility to indicate the formulary status of each product on display.
- Cover all costs associated with the meetings with the exception of speakers. Please note that all financial risk would be born by Dovetail and not the CCG.
- A member of staff from Dovetail will attend each meeting to ensure the smooth running of each event on the day

2.2 BwD and EL CCGs agree to:

- The educational content of each event
- Sourcing of any speakers required and for paying any honoraria due.
- Distributing the invitations to the intended audience ahead of each event.
- Taking a register of attendees at each event.
- Collating feedback from attendees as evidence of education provided.
- Providing certificate of attendance to attendees.

3. PRIMARY CONTACTS

Blackburn with Darwen Clinical Commissioning Group
Lynn Bentley 01254282123
lynn.bentley@blackburnwithdarwenccg.nhs.uk

East Lancashire Clinical Commissioning Group
Carolyn Coughlan 01282 644922
carolyn.coughlan@eastlancsccg.nhs.uk

Dovetail Consultants Ltd
Pam San Juan 07894496548
Pamela@dovetailsconsultants.co.uk

4. DURATION OF AGREEMENT

This agreement will be jointly reviewed between Blackburn with Darwen and East Lancashire CCGs and Dovetail Consultants every twelve months.

5. DISAGREEMENTS

Any operational matters arising as a consequence of this MoU will as far as possible will be resolved between both parties.

6. FINANCIAL TERMS OF AGREEMENT.

Dovetail Consultants will cover all costs associated with the events except speakers and all financial risk would be born by Dovetail Consultants Ltd.
Blackburn with Darwen and East Lancashire CCGs will be responsible the funding any speakers should there be a cost.

7. SIGNATORIES

Signed …… for CCG

…… Position

…… Date

Signed …… For Dovetail Consultants

…… Position

…… Date

APPENDIX F

EXAMPLES OF POTENTIAL CONFLICT

A. ***A clinician wishes to include a new drug, manufactured by a company with which he has links eg. company shares, research grant, in the Trust Formulary*****.**

Trust committee (eg Medicines Management Board) should require declarations of interest from clinicians submitting proposals for new products to be added to formularies and ensure the decision is based on clinical and cost effectiveness information;

B. ***A pharmaceutical industry representative wishes to present the case for a new product being included on a Trust Formulary*****.**

The Trust should establish and adopt a reasonable policy on approaches from industry representatives. Industry representatives should be required to sign up to compliance with such a policy before being given access to any meetings;

C. ***Offer from a company to provide for training of staff.***

Employers should be careful to ensure that staff are not pressurised by sponsors of training, to alter their own activity to accord with sponsors' wishes, where these are not backed up by appropriate evidence. Training provided by industry may be above board if it is unbiased has mutual benefit for both the NHS and the sponsoring company, is evidence based and the hospitality is appropriate. However participants should assess whether they may be influenced unduly and also bear in mind what benefits the company might derive (eg exposure to NHS, professional contacts, potential allies to use later, names of who to influence, often without the participants realising);

D. ***A manufacturer of ostomy equipment offers to sponsor a stoma nurse post in an NHS Trust.***

The Trust should not accept the sponsorship if it would require the stoma nurse to recommend the sponsor's in preference to other clinically appropriate appliances, nor if it requires the Trust to recommend patients to use a particular dispensing service or withhold information about other products. Existing contracts containing any such provisions should, where possible, be urgently renegotiated.

E. ***A manufacturer of a particular type of Nicotine Replacement Therapy offers to provide their product at a reduced rate the PCT.***

This arrangement is acceptable **provided that** there is a clear clinical view that these products are appropriate to particular patients **and** there is no obligation to also prescribe these products to other patients for whom an alternative product would be at least as beneficial.

F. ***A pharmaceutical company offers to provide starter packs at a discounted price.***

This type of sponsorship is acceptable, but should always be declared in order to avoid any suspicion that subsequent prescribing might be inappropriate and linked to the provision of starter packs.