CODE OF CONDUCT
CONFIDENTIALITY
AND SPONSORSHIP

<YOUR COMPANY NAME>

CODE OF CONDUCT CONFIDENTIALITY AND SPONSORSHIP

1. General

1.1. Staff employed by <Your Company Name> *and* independent contractors to the primary care trust are expected to maintain the highest standards of integrity, probity and accountability in all aspects of their employment.

1.2. It is of particular importance that <Your Company Name> employees are seen to be wholly impartial in all of their business dealings, acting without fear or favour in the best interests of the <company> and the clients it serves.

In accordance with <Your Company Name> General Policy " Declaration of Vested Interest and Relationships with Other Organisations" *and* in the interests of openness and accountability all <Your Company Name> employees and independent contractors are obliged to declare to the Board Secretary any financial interest in organisations which impact upon <COMPANY> funding or business transactions in the widest context.

2. Code of Conduct

In particular <Your Company Name> staff *and* any independent contractors acting on behalf of <Your Company Name> have an obligation 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, or seek to exert influence to obtain preferential considerations. All gifts should be returned and hospitality refused
- Declare and register gifts, benefits, hospitality or sponsorship of any kind (provided that they are worth at least £25), whether refused or accepted. Staff should use their professional judgement in deciding the relevance of such items. Items of a trivial character, or inexpensive gifts such as calendars can reasonably be excluded. 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. If in doubt staff should consult the Board Secretary for advice.

- Make it a matter of policy that offers of sponsorship that could possible breach the Code be reported to the <YOUR COMPANY NAME>' s Board.

- Declare financial or personal interest in any organisation (eg company shares, research grant) 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 commercial considerations

- 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

3. Sponsorship <see samples below, replace with own>

3.1. The New <COMPANY>: Modern and Dependable places an obligation on primary care groups, primary care trusts, health authorities and <COMPANY> trusts to work together and in partnership with other agencies to improve the health of the population they serve and the health services provided for that population.

3.2.Collaborative partnerships with industry can have a number of benefits in the context of this obligation. An important part of that joint working will be a transparent approach to any sponsorship proposed to a primary care group, primary care trust or <COMPANY> trust, or by staff working in or to FHS practitioners and their staff.

3.3. Where such partnerships involve a pharmaceutical company then the proposed arrangements must comply fully with the Medicines (Advertising) Regulations 1994 (regulation 21 " Inducements and Hospitality" as per Annexes A and B (attached)). Any person who contravenes regulation 21(1) is guilty of an offence, and liable, on summary conviction to a fine not exceeding £5,000 and on conviction or indictment to a fine, or to imprisonment for a term not exceeding two years, or both. Anyone contravening regulation 21(5) is also guilty of an offence and liable, on summary conviction to a fine not exceeding £5,000.

3.4. For the purpose of clarity, sponsorship is defined as including:

- Funding by an external company of all or part of the costs of a member of staff, <COMPANY> research, staff, training, pharmaceuticals (eg free starter packs), meeting rooms, costs associated with meetings, meals, gifts, hospitality, holidays, hotel and transport costs (including trips abroad)

In all these cases <COMPANY> bodies, members of <COMPANY> staff and independent contractors should use local arrangements to publicly declare sponsorship and be prepared to be held to account for it.

3.5. The arrangements in paragraph 3.3 do not apply to:

- Funding of less than £25 eg gifts of post-it pads, pens etc
- PFI or income generation schemes which will be logged separately at local level
- Discounts on particular pharmaceuticals provided that the clinician concerned has made the clinical judgement that these particular products are in any event the best for their patients

3.6. All <Your Company Name> employees should acquaint themselves with the legal position and appropriate professional codes of conduct, eg Association of British Pharmaceutical Industry (ABPI), General Medical Council (GMC), United Kingdom Central Committee for Nursing & Midwifery (UKCC) etc

4. Declaration of Sponsorship

4.1. Only sponsorship agreements that comply with this policy and the Department of Health publication " Commercial Sponsorship : Ethical Standards for the <COMPANY> dated November 2000, will be deemed acceptable by <Your Company Name> and then only if:

- The agreement has been registered with the Board Secretary and annotated in the Register of <Your Company Name> Sponsorship Agreements
- Discussed and agreed with the Senior Management Team
- Reported to the next sitting of the <Your Company Name> Audit Committee

5. Breaches of the Code

5.1. All breaches of this code and/or the policies contained within Department of Health guidance " Commercial Sponsorship : Ethical

Standards for the <COMPANY>" dated November 2000, will always result in a report to the full primary care trust board and may result in disciplinary action.

6. Confidentiality

6.1. Maintaining patient and *where appropriate* business confidentiality is paramount to the code of professional conduct for <COMPANY> organisations. All <Your Company Name> employees and independent contractors have a solemn duty to properly safeguard confidential information and ensure it is not disseminated to unauthorised persons.

6.2. Information which the primary care trust *is* obliged to disclose, that which is good practice to disclose and that information which should not be disclosed is contained within the code of practice on Openness of Information (available from the resource centre).

6.3. All <COMPANY> employees have a solemn duty to maintain strict patient confidentiality. All information relating to named or identifiable patients is to be treated in the strictest of confidence and access to this information will be confined to those who absolutely need to have such access. A breach of patient confidentiality will always be considered a serious disciplinary offence and may result in dismissal.

Employees, except in the proper course of their duties, may not divulge or use to the detriment or prejudice of <Your Company Name>, any confidential information concerning the organisation or its affairs.

All back-up information, graphics, data, statistics, reports etc prepared for or obtained as a result of such work and activity is similarly totally confidential to <Your Company Name> and must only be used for its purposes.

No such information may be removed from <Your Company Name>' s premises (other than in the ordinary course of business) without the proper written and express authority of a director* or the Board Secretary. This particularly applies to documents that contain confidential patient information.

*(*NB for interim purposes 'heads of department' will act as the relevant director until directors are in post)*

Release of any written or verbal information to the press/media, whether marked confidential or not, will not be undertaken without reference to the Board Secretary or the Chief Executive. Any deliberate infringement will be regarded as potentially gross misconduct under <Your Company Name>' s disciplinary procedure.

Extract from The Medicines (Advertising) Regulations 1994 <Sample below, replace with your own>

Inducements and hospitality

21. (1) Subject to paragraphs (2) and (4), where relevant medicinal products are being promoted to persons qualified to prescribe or supply relevant medicinal products, no person shall supply, offer or promise to such persons any gift, pecuniary advantage or benefit in kind, unless it is inexpensive and relevant to the practice of medicine or pharmacy.

(2) The provisions of paragraph (1) shall not prevent any person offering hospitality (including the payment of travelling or accommodation expenses) at events for purely professional or scientific purposes to persons qualified to prescribe or supply relevant medicinal products, provided that:

a) such hospitality is at a reasonable level,
b) it is subordinate to the main scientific objective of the meeting, and
c) it is offered only to health professionals.

(3) Subject to paragraph (4), no person shall offer hospitality (including the payment of travelling or accommodation expenses) at a meeting or event held for the promotion of relevant medicinal products unless:

a) such hospitality is reasonable in level,
b) it is subordinate to the main purpose of the meeting or event, and
c) the person to whom it is offered is a health professional.

(4) Nothing in this regulation shall affect measures or trade practices relating to prices, margins or discounts which were in existence on 1 January 1993.

(5) No person qualified to prescribe or supply relevant medicinal products shall solicit or accept any gift, pecuniary advantage, benefit in kind, hospitality or

sponsorship prohibited by this regulation.

ANNEX B

Research and Development

1 Exceptionally, in the case of non-commercial research and development (R&D) originated or hosted by <COMPANY> providers, commercial sponsorship may be linked to the purchase of particular products, or to supply from particular sources. This should be in accordnace with the guidance at Paragraph 28 of HSG(97)32 *Responsibilities for meeting Patient Care Costs Associated with Research and Development in the <COMPANY>*[1]*.* Where there is industry collaboration in such studies, companies may alternatively make a contribution towards the study' s costs, rather than supply of product.

2 Any funding for research purposes should be transparent. There should be no incentive to prescribe more of any particular treatment or product other than in accordance with the peer reviewed and mutually agreed protocol for the specific research intended. When considering a research proposal, whether funded in whole or part by industry, <COMPANY> bodies will wish to consider how the continuing costs of any pharmaceutical or other treatment initiated during the research will be managed once the study has ended.

3 Separate Guidelines exist for pharmaceutical company Sponsored Safety Assessment of Market Medicines (SAMM) which remain in force.

4 Where R&D is primarily for commercial purposes, <COMPANY> providers are expected to recover the full cost from the commercial company on whose behalf it is carried out. (HSG(97)32, paragraph 7). An industrysponsored trial should not commence until an indemnity agreement is in place; see the guidelines in HSC(96)48 *<COMPANY> Indemnity Arrangements for Clinical Negligence Claims in the <COMPANY>.* A standard form of indemnity agreement, agreed with ABPI, can be found at Annex B of that guidance.

5 The <COMPANY> should benefit from commercial exploitation of intellectual property derived from R&D that the <COMPANY> has funded, or for which it has been funded, even where the intellectual property itself is owned by people outside the <COMPANY>. <COMPANY> bodies should ensure that an agreement to this effect is included in any contracts concerning R&D. The guidelines in HSC 1998/106 *Policy Framework for the Management of Intellectual Property within the <COMPANY> from R&D should be followed.*

[1] Paragraph 28 of HSG(93)32 states: At present, industry frequently contributes to the costs of pharmaceuticals (and other products) which are the subject on non-commercial R&D in the <COMPANY>. Although, by definition, such items constitute Treatment Costs, the <COMPANY> will continue, under the Partnership Arrangements, to look to researchers and non-commercial research funders to secure such contributions before approaching the <COMPANY> for support.