

Process for declaring interests and dealing with conflicts of interest

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1. Scope

- 1.1 As a matter of good governance, it is important for NJR to demonstrate probity in the way it conducts its business. An important part of this commitment is the requirement to demonstrate objectivity and integrity as well as the effective stewardship of public funds. The identification and management of any declarations and then potential conflicts of interest is an important part of ensuring the high standards of probity required to protect NJR's reputation and organisational standing and re-assure it's Steering Committee, stakeholders and users.

This document is written for the NJR Steering Committee and Sub Committee Chairs and Members (including Co-opted members) and attendees, NJR Management Team, and employees of Contractor organisations that provide the NJR with the data, information advice and services which relate to procured activity and reported outputs / outcomes.

This document describes the:

- Circumstances in which people should declare an interest that might conflict, or be perceived to conflict, with their duties and responsibility to NJR.
 - Process and provides guidance on what interests need to be declared, who needs to declare them, when and what actions should be taken to manage declarations and avoid conflicts of interest influencing the conduct of NJR's business.
- 1.2 This document has taken into account and where possible aligned with other agencies relevant policy and process documents and legal requirements including:

- Healthcare Quality Improvement Partnership (HQIP)

<https://www.hqip.org.uk/about-us/policies/>

- The Charities Act

<http://www.legislation.gov.uk/ukpga/2016/4/contents/enacted/data.htm>

- National Institute for Health and Care Excellence (NICE) Code of Practice for Declaring and Dealing with Conflicts of Interest

<https://www.nice.org.uk/Media/Default/Get-involved/Fellows%20and%20scholars%20unsecure/Conflicts-of-interest-policy.pdf>

- NHSE Managing conflicts of interest: revised statutory guidance for CCGs 2014

<https://www.england.nhs.uk/commissioning/pc-co-comms/coi/>

- 1.3 This process document will be sent out as a guide to the Declarations of Members Interest Code of Practice, to provide instructions for declaring and documenting interests in the Declaration of Interest form (Appendix 1).
- 1.4 It is acknowledged that members of the NJR Steering Committee and its Sub-Committees, specialist societies, NJR Management Team and NJR contractors have a good understanding of healthcare work, including healthcare industries (e.g. implant manufacturers and other suppliers), regulatory bodies, professional bodies (e.g. Royal Colleges), professional associations, universities, the NHS, advocacy groups with a primary focus on health or public health, and private healthcare providers. To avoid public concern that financial or other interests might prejudice the advice provided to NJR when undertaking activity on behalf of NHS England, Wales, Northern Ireland, Isle of Man and other relevant devolved nations as appropriate, the arrangements, processes and activities should be transparent and freely available for public scrutiny. This principle also applies when applied to those whose services are procured to support NJR deliver its core function as part of NJR's commitment to secure best value.
- 1.5 It is recognised that many committee members may have some interaction with the commercial sector and while this should be declared, it does not necessarily preclude committee membership or work for the NJR.
- 1.6 Because NJR places such reliance on the work undertaken by its NJR Management Team, as well as its Steering Committee and Sub-Committee Members (including Co-opted members) employees of contractors and attendees, it is essential that the standards applied in declaring and assessing the importance of potential Conflict of Interest (COI) be applied to all.

- 1.7 NJR is keen to ensure transparency. This process document is available on the NJR website and the DOI register is available on request.
- 1.8 Having identified a conflict of interest, those responsible for the administration of this process must act only in the best interests of the work or business under consideration. This means that they must consider the issue of the conflict of interest so that any potential effect on decision making is eliminated. How they prevent the conflict from affecting decision making will depend on the specific circumstances.
- 1.9 In part, this is achieved by having a formal process that ensures that interests are routinely declared as part of NJR's business activities and that that declaration is considered against the types of interests outlined in this process and appropriate action is taken and recorded. The process for 'inviting' Declarations of interest is detailed in section 2.3.
- 1.10 The determination of whether or not a 'declared' interest constitutes a 'conflict' of interest in relation to the specific NJR activity under consideration will involve the careful application of this process document and may require careful judgement based on the facts provided¹. Declarations should be considered in light of risk to the programme or activity under consideration and the broader reputational risk to NJR. Where there is any doubt, this may be best determined by considering how the interest may be perceived by a member of the general public.
- 1.11 All those involved in delivering NJR business activities should consider carefully whether any interest in which they are engaged might unduly influence their judgement and objectivity. Particular care should be taken if the interest declared involves any payment or inducement from the commercial sector or if there is any reputational interest related to positions held in other organisations. Similarly, publications authored or publically expressed opinion on the issue or business under review should be considered.

¹ Committee Chair, or Vice Chair and/or the NJR Director of Operations in their absence

2. Applying the process

2.1 Types of Interest

This process document is intended as a guide to the kinds of interests that should be declared. When sending out a DoI form (appendix 1), this process document should be sent with the form. Along with the DoI form, consideration should be given to whether a confidentiality form should be issued at the same time (appendix 2). This requirement will depend on the nature of the business being prepared for and should consider legal requirements and the sensitivity of any information being discussed. A confidentiality form is usually required for activities related to the NJR. If in doubt, all interests should be declared. If there is uncertainty about whether an interest should be declared, please seek advice from the following people:

- The appropriate NJR Committee Chair
- NJR Director of Operations
- NJR Associate Director for Contracts and Operations.

The NJR Director of Operations and the NJR Steering Committee Chair may act as final arbiters if there is uncertainty or unresolvable disagreement over the classification and relevant action linked to a declaration of interest.

Interests can be specific or non-specific and financial or non-financial. Financial interest can be personal or non-personal. An interest is considered 'specific' if it is related directly to the matter, work programme or service under consideration. An interest is 'non-specific' if it does not relate directly to the matter, work programme or service under discussion.

"Industry" means:

- a. companies, partnerships or individuals who are involved with the manufacture, sale or supply of orthopaedic prostheses;
- b. trade associations representing companies involved with such products;
- c. companies, partnerships or individuals who are directly concerned with the research, development or marketing of an orthopaedic prostheses which is being considered by the Committee;

- d. Companies, partnerships or individual who provide a service to the medical profession, the NHS or independent healthcare organisations.

References to “the industry” include cases involving a single company

Definitions are provided in table 1.

Table 1	
1. FINANCIAL	
	<p>Anything of monetary value, including:</p> <ul style="list-style-type: none"> • Payments for services, • Equity interests, including stocks, shareholdings, stock options or other ownership interests, • Intellectual property rights, including patents and copyrights and royalties arising from such interests. <p>This does not include shareholdings through unit trusts or similar arrangements where the Member has no influence on financial management.</p>
1.1 Personal financial interest	<p>Where there is or appears to be opportunity for personal financial gain or financial gain to a direct family member.</p> <p>Main examples</p> <ol style="list-style-type: none"> a) Consultancies – any consultancy, directorship, position in or work for the industry which attracts regular or occasional payments in cash or in kind b) Fee paid work – any work commissioned by the industry for which the Member is paid in cash or kind c) Shareholdings – any shareholding in or other beneficial interest in shares of the industry. This does not include shareholdings through unit trusts or similar arrangements where the Member has no influence on financial management.
1.2 Non personal financial interest	<p>Where there is payment or other benefit to a department or organisation in which the individual is employed and/or responsible but does not receive personally.</p>

	<p>For instance:</p> <ol style="list-style-type: none"> 1. Fellowships – the holding of a fellowship endowed by the industry. 2. Support by the industry – any payment, other support or sponsorship by the industry which does not convey any pecuniary or material benefit to the Member personally but which does benefit their position or department; for example: <ol style="list-style-type: none"> a. A grant from a company for the running of a unit or department for which the Member is responsible. b. A grant or fellowship or other payment to sponsor a post or a Member of staff in the unit for which the Member is responsible. This does not include financial assistance for students. c. The commissioning of research or other work by, or advice from, staff who work in a unit for which the Member is responsible. <p>Members are under no obligation to seek out knowledge of work done for or on behalf of industry within departments for which they are responsible if they would not normally expect to be informed.</p>
2. NON FINANCIAL	
2.1 Personal non financial interest	<p>Where there is opinion on the matter, work programme or service under consideration or where personal relationships exist linked to the matter</p> <p>For instance</p> <ul style="list-style-type: none"> • Holding an advisory position or similar on the Board / Steering group of an organisation bidding for NJR contracts (a procurement activity)

2.2 Who should declare

This process applies to the following people:

- NJR Steering Committee and sub-committees Chairs, Members, (including Co-opted members), attendees, NJR Management Team (including secondees).
- Agency workers and contractors on temporary contracts or employed through an agency to work for NJR.
- Anyone providing advice or consultancy NJR (both in a paid or unpaid capacity).
- NJR Contractors

2.3 When should interests be declared and what action is required?

- An annual declaration will be requested and is required from the NJR Management Team, NJR Steering Committee & Sub-Committee Chairs, Members, co-opted Members, attendees and NJR contractors.
- Thereafter it will be the responsibility of each individual to maintain the accuracy and timeliness of their declaration and to notify the n NJR Management Team of any updates or changes in between annual declarations as soon as is practicable after they occur. NJR may ask for further detail if clarification is required.
- Declared at each meeting for new expert and/or new advisors/observers/personnel who would not have submitted an annual return.
- DoI is a standing agenda item at all NJR meetings and members are required to declare and update ongoing or new relevant interests; personal or non personal, specific or non specific, where it may concern an agenda item, a particular product, service or person considered at the meeting(s) of the NJR Steering Committee or NJR Sub Committees. Examples of “personal”, non personal”, should be read in the context of paragraph 2.1

Table 2 sets out the type of declaration and the action required.

Table 2	
Type of interest	Action
1. FINANCIAL	
1.1 Personal financial specific interest	Declare and withdraw from activity and engagement. May respond to enquiries if approved by senior NJR lead ²
1.2 Personal financial non- specific interest	Declare. Activity and engagement unaffected
1.3 Non personal specific financial interest	Declare. Activity and engagement unaffected unless, exceptionally, the Chair rules otherwise
2. NON FINANCIAL	
2.1 Personal specific non financial	<u>Non-Procurement Decisions</u> Declare. Activity and engagement unaffected unless, exceptionally, the Chair rules otherwise
	<u>Procurement Decisions</u> Declare and withdraw from activity and engagement. May respond to enquiries if approved by the director of Operations and at Chair's discretion

² The NJR Director of Operations or appropriate NJR Associate Director

3. Process for declaring

Table 3 sets out when it is necessary to declare an interest.

Table 3			
Who	On appointment	Annual	DOI at meetings
NJR Steering Committee Member, Sub-Committee Member, Co-Opted Member or Attendee	Yes	Yes	Yes
NJR Management Team (including secondees)	Yes	Yes	Yes
NJR agency workers on temporary contracts or employed through an agency to work for NJR	Yes	Yes	Yes
Anyone providing advice and/or consultancy to NJR (both in a paid or unpaid capacity)	Yes	Yes or on a one off basis	Yes
Anyone providing procured/ contracted services to the NJR	Yes	Yes or on a one off basis	Yes

4. Declaration of interest register

- 4.1 A DoI register will be kept using the standard NJR DoI register template (see appendix three). The register will be kept updated and the NJR Management Team has agreed micro-process documents regarding the operationalisation and enactment of the processes outlined in this document.
- 4.2 Information about any interests declared under this document will be made available on request to the NJR Director of Operations.

5. Forms

Please see:

Appendix 1 for DoI form

Appendix 2 for confidentiality form

Appendix 3 for DoI register template

6. Review Date

This process should be reviewed and updated in line with the HQIP Declaration of Interest Policy review dates: currently due for update in January 2019

Appendix 1: NJR Declaration of interests form

[Delete when sending out: Template - please ensure this form is on NJR headed paper]

NJR Declaration of interests form

All interests that might unduly influence an individual's judgement and objectivity in the conduct of or award of NJR business should be declared. **If in doubt, please declare all interests.** Please state within the form if you have no interests to declare

Particular consideration should be given to interests involving payment or financial inducement or any reputational interest that might affect the business under consideration or award of any contract linked to NJR business.

The 'Process for declaring interests and dealing with conflicts of interest' document should be read in conjunction with this form (please also see page 3 of this document for a summary table of NJR definitions of declaration of interest). The document provides details regarding the type of interest that should be declared.

I declare that I have read and understood the NJR 'Process for declaring interests and dealing with conflicts of interest' and am willing to abide by it. I wish the following interests to be recorded in accordance with the relevant provisions of the process document. I am aware that failure to declare relevant interests may result in being asked to step down from the role/activity being undertaken.

The time period for relevant interests is 12 months before involvement in NJR business.

Name		National Joint Registry
Date		
Financial	Personal	
	Non personal	
Non-Financial		
Signature		



Data Protection Act 1998 – The information submitted will be held by NJR for reasons specified on this form and to comply with the organisations policies. This information may be held in both manual and computer form in accordance with the Data Protection Act 1998. Information may be disclosed to third parties in accordance with the Freedom of Information Act 2000. Information will be made publicly available in a DOI register.

NJR definitions of declaration of interest

This form should be read in conjunction with the NJR 'Process for declaring interests and dealing with conflicts of interest'.

1. FINANCIAL

Anything of monetary value, including:

- Payments for services,
- Business interests
- Equity interests, including stocks, shareholdings, stock options or other ownership interests,
- Intellectual property rights, including patents and copyrights and royalties arising from such interests.

This does not include shareholdings through unit trusts or similar arrangements where the Member has no influence on financial management.

1.1 Personal financial interest

Where there is or appears to be opportunity for personal financial gain or financial gain to a direct family member

1.2 Non personal financial interest

Where there is payment or other benefit to a department or organisation in which the individual is responsible and/or employed but is not received personally.

For instance:

- Fellowships
- Submitting a bid
- Industrial Support by the industry - payment, other support or sponsorship, commissioning of work or research, grants etc.

2. NON FINANCIAL

2.1 Personal non financial interest

Where there is opinion on the matter, work programme or service under consideration or where personal relationships exist linked to the matter

For instance

- Holding an advisory position or similar on the Board / Steering group of an organisation bidding for NJR contracts (a procurement activity)

Appendix 2: Confidentiality form

[Delete when sending out: Template - please ensure this form is on NJR headed paper]

Confidentiality Form: Acknowledgment and Undertaking

- 1) I, INSERT NAME HERE acknowledge that information may be disclosed to me in relation to my work with NJR which is confidential (“**Confidential Information**”). This material may be commercially sensitive, or provided to NJR on an in-confidence basis. Confidential Information may include, but is not limited to:
- (a) Outlier information relating to surgeons, Trusts and implants;
 - (b) Commercial and financial terms of NJR contracts;
 - (c) Industry sensitive information;
 - (d) Information relating to the content of databases or datasets;
 - (e) Data requests;
 - (f) Research related information;
 - (g) Any sensitive patient or service user information;
 - (h) Information relating to the existence, content or outcome of committee and confidential discussions;
 - (i) Reports;
 - (j) Meeting minutes;
 - (k) Technical specifications
- 2) Subject to paragraph 3 below, I undertake to NJR that as a member of an NJR committee I shall:
- (a) Keep all Confidential Information acquired in the course of carrying out my NJR role and responsibilities, strictly confidential to NJR and, except as expressly permitted under this agreement, shall not release, communicate, disclose to third parties, use, copy in whole or in part, or modify or adapt, any Confidential Information, without prior written consent from NJR, which may be given or withheld in its absolute discretion; and / or
 - (b) Not use any Confidential Information for any purpose other than participating in NJR business; and / or
 - (c) Return all Confidential Information to NJR on written demand; and / or
 - (d) In the event that NJR authorizes any disclosure of Confidential Information by me to a third party, I shall procure that such third party complies with this agreement as if they were a party to it; and/or
 - (e) Not profit from, or as a result of, my position with and work for, the NJR;
 - (f) Notify the NJR in advance, of any planned personal involvement in court action or legal proceedings that may involve disclosure of NJR data/information, particularly proceedings/litigation with commercial implications, or related to areas in which the NJR is involved, for authorization by an NJR Working Group who will consider each such notification on a case by case basis;
 - (g) Continue to owe a duty of confidentiality to the NJR, in respect of the above undertakings, for a period of up to one year following termination of my role and responsibilities for the NJR.

3) The undertakings set out in paragraphs 2 above (the "**Undertakings**") shall not apply to information which:

- (a) Is in, the public domain, or has become available to the public generally [other than through a breach of any of the Undertakings or a breach of any other confidentiality obligation owed by any person to NJR];
- (b) Was lawfully within my possession before it was disclosed to me by NJR and neither I nor my alternative source of the information, owed any confidentiality obligation to the NJR in respect of it;
- (c) Is required under law to be disclosed by any court of competent jurisdiction, or any government agency lawfully requesting the same, provided that I use my best endeavors to notify NJR in advance of such disclosure under law; or
- (d) Is approved for release by prior written authorisation of NJR.

4) I acknowledge that:

- (a) Breach by me of any of the Undertakings could cause NJR harm that is irreparable and that cannot be compensated by damages, and that in the event of any actual or threatened breach by me of any Undertaking NJR shall be entitled to apply for and obtain (regardless of any rights NJR may have to claim damages) an injunction or other equitable relief against me;
- (b) This agreement constitutes the entire agreement between myself and NJR relating to the Confidential Information;
- (c) Any amendments to or waiver of any of the terms of this agreement must be set out in writing and signed by me and on behalf of NJR;
- (d) This agreement is governed by English law and subject to the exclusive jurisdiction of the English courts.

Signed

Date

Print name



Data Protection Act 1998 – The personal information submitted on this form will be held by the HQIP in accordance with the Data Protection Act 1998. This information may be published on the Institute’s website or disclosed to third parties in accordance with the Freedom of Information Act 2000.

