

Commercial Sponsorship Policy

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Name and Title of Individual	Groups consulted	Date Consulted

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Name of Committee approving Policy	Date
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Impact Assessments – available on request

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1.0 Introduction

- 1.1 The Cannock Chase, East Staffordshire, North Staffordshire, South East Staffordshire and Seisdon Peninsula, Stafford and Surrounds and Stoke-on-Trent Clinical Commissioning Groups (CCGs) 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 CCG accountability and governance purposes.
- 1.3 The conduct of CCG staff / members of the six CCGs should be consistent with the NHS Code of Conduct and standards of probity expected of publicly-funded bodies.

2.0 Aims and objectives

- 2.1 This policy originates from revised national *Statutory Guidance on Managing Conflicts of Interest for CCGs*, released by NHS England (NHSE) in June 2017. This helps CCGs to identify and manage conflicts, within which is a section dedicated to commercial sponsorship, so as to provide CCGs with a practical resource.
- 2.2 This policy has therefore been devised to complement this guidance, chiefly by providing the CCGs' Clinical Leaders, Member Practices and the CCGs' staff 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 CCGs 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.

3.0 Scope

- 3.1 The policy applies to all CCG Staff, Governing Body / Committee members and GP Member Practices of the six CCGs 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 CCGs or their GP Member Practices.
- 3.3 The policy has direct links to the CCGs' policy on Managing Conflicts of Interest / Gifts & Hospitality. The provisions in this policy also apply to individuals when undertaking any activity funded by the Commercial Sector: e.g. speaking at conferences etc.
- 3.4 There are implicit links between these policies, so caution must be exercised by all individuals having assigned roles and responsibilities in this policy.

4.0 Definition of Terms Used

- 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 CCGs' 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 CCGs might offer in similar circumstances: e.g. tea, coffee, light lunch refreshments at meetings (the CCGs' policy on Managing Conflicts / Gifts & Hospitality includes further details).

5.0 Roles and Responsibilities

- 5.1 The following staff of the six CCGs need to pay particular attention to this policy and the CCGs' associated policy on Managing Conflicts of Interest / Gifts & Hospitality:
- (a) The CCGs' Accountable Officer and Governing Body – who are ultimately responsible for ensuring compliance with this policy and the safe governance of the CCGs.
 - (b) Individual members of the CCGs' Staff – and 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.
 - (c) Senior Staff should encourage all CCG staff / Member Practices / Clinical Leaders to seek advice if they suspect control is being lost or that behaviours are inappropriate. CCG Staff should make potential industry partners aware of these policy requirements.
 - (d) Member Practice Clinical Leaders and other Practice staff will have dealings with the Pharmaceutical Industry as part of their GMS / PMS contractual role¹. Judgement needs to be exercised in assessing whether any arrangement in one sector might be perceived to compromise or represent a conflict of interest in another. If in any doubt, the potential conflict should be declared.

6.0 General Policy Requirements

- 6.1 Any relationship involving commercial sponsorship, collaboration, partnership working, hospitality or similar activity must be documented and available for public scrutiny.
- 6.2 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 CCGs or its GP Member Practices.
- 6.3 General sponsorship of the CCGs' events such as conferences, seminars, training and education should not be routinely seen as the standard funding mechanism.
- 6.4 In those situations where this is deemed appropriate – i.e. what would normally be exceptional circumstances; and only where not in direct conflict with the CCGs' policy – then sponsorship opportunities and offers should be open to a range of potential sponsors.

¹ For example, a GP Practice that also dispenses in a rural area may be offered a discount to dispense a particular product. If the same pharmaceutical company is looking to work jointly with the CCG, and the same GP is involved in the discussion, it would be appropriate for the discount arrangement to be declared in the spirit of openness. This general principle also applies to medication reviews undertaken with Practice Nurses etc or for Practice Managers' meetings. Individual GP Practices may also be approached by pharmaceutical companies with initiatives that may appear attractive to the Practice. These are often outside any CCG agreement, but have the potential to undermine commissioning plans that the CCG may be developing. Member Practices are therefore advised to raise any such initiatives through the CCG's Membership Forum before entering into any unilateral agreement.

- 6.5 And if such offers are reasonably justifiable and in accordance with CCG Statutory Guidance / Policy, then they may be accepted and processed in line with the CCGs' policy (including on Managing Conflicts / Gifts & Hospitality, with all associated advice, support and guidance being available from this separate policy).
- 6.6 All offers of commercial sponsorship, whether accepted or declined, must be declared upfront, so they can be included on the CCGs' Registers of Interests and Hospitality. This applies to types relevant to points # 5.2 and #5.3, and 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 CCG functions (like QIPP Medicines Optimisation work)².
- 6.7 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.
- 6.8 Where sponsorship involves a pharmaceutical company, the arrangements must also fully comply with annual updates of the ABPI coded 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.

“Prior Approval” or “Prior Consultation”

- 6.9 The CCGs 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 CCGs' staff member with appropriate seniority.
- 6.10 Notwithstanding the CCGs 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 CCGs' Head of Governance, or another, similar Senior Manager or the Governance Manager.
- 6.11 The CCGs, via its Governance Lead, may subsequently choose to implement a system of regular audits of information collected centrally. This would provide assurance for the CCGs' Governing Body. This approach would mean that responsibility for adhering to guidance is everyone's responsibility, and that the CCGs' governance structures are not there for policing day-to-day activities in an excessively bureaucratic manner.
- 6.12 Regardless of the above potential pathways however, acceptance of commercial sponsorship should not in any way compromise commissioning decisions of the CCGs, or be dependent on the purchase or supply of goods or services.
- 6.13 Before entering into a sponsorship agreement, the relevant CCGs' personnel will:
- Ensure that the interests of patients / the CCGs / 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;

² This applies to open or unsolicited (usually emailed) offers of the type to CCG 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 CCG declaration from in the Appendices), then the rule of thumb should be that these are not included in the principle of this clause.

- 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;
- 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 CCGs / 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.

Sponsorship of Events

- 6.14 Sponsors should not have any influence over the content of an event, meeting, seminar, publication or training event. The CCGs cannot endorse individual companies or their products. It should be made clear to the sponsor / all CCG stakeholders that sponsorship does not mean endorsement of a company’s products or services.
- 6.15 Costs associated with such hospitality should be proportionate and appropriate to the event and should not exceed what the CCGs 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.
- 6.15 Where meeting 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.
- 6.16 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 CCG business is being transacted.

Hospitality to Individuals

- 6.17 Individual sponsorship or hospitality provided to CCG staff (including Clinical / Lay Members) and Member Practices must be agreed with Senior Management and be fully documented in the CCGs Hospitality Register. This would also include instances of an individual’s attendance at sponsored training events etc.
- 6.18 Any hospitality provided to individual CCG 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 CCG decision-making groups.

Joint Working to Achieve CCG Priorities

- 6.19 Any joint working initiative with the Commercial Sector will require formal proposals to be made to and agreed by the CCGs’ Governing Body 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 One.
- 6.20 Once agreed, a joint working agreement should be drafted, along with the Terms of Reference for the service / project – a framework is supplied as Appendix Two / Three.

- 6.21 Whilst these agreements give the right to terminate any joint working agreement, the CCGs will also retain the right to exclude individuals whose behaviour compromises the joint working relationship through their own individual actions.
- 6.22 The CCGs will consider communication roles and responsibilities for the joint working initiative from the outset. Due consideration must be given by the CCGs to the potential for partner to use a joint working initiative as a means of “opening doors” to marketing activity in GP Practices, which will not be permissible.
- 6.23 The CCGs will expect that all GP Member Practices will report any behaviour as described in the previous point; or indeed any other similar behaviour that could be construed as compromising a joint working relationship.
- 6.24 The CCGs will agree clear boundaries for industry partners, including safeguards to prevent unexpected / unsolicited attendance at CCG premises; and similarly preventing any requests for unplanned meetings or involvement in business that is not part of the joint working initiative.
- 6.25 The CCGs 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.
- 6.26 As required, the CCGs 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).

7.0 Cross-Reference to other CCG Documents

- 7.1 This policy should be read in conjunction with the following policies and standards:
- NHS Code of Conduct for Managers;
 - CCG Policy on Managing Conflicts of Interest, incorporating Gifts & Hospitality;
 - Anti-Fraud, Bribery and Corruption Policy / The Bribery Act 2010.

8.0 Training

- 8.1 There is no specific training requirement to underpin this policy. However, an NHS England online conflicts of interest training package will be accessible for all CCG Staff, Governing Body / Committee members. This will need to be completed annually and by the end of January each year, in order to raise awareness of risks etc.

9.0 Policy Review, Monitoring and Evaluation

- 9.1 All CCG policies will be reviewed no less than every three years from the date of approval. The lead person for the policy will be responsible for ensuring that the review is undertaken and where changes are required that the process of consultation on the revised arrangements is completed. The lead person will also be responsible for securing adoption of policy revisions by the CCG’s Executive Management Team. Policy implementation will be monitored by the assigned CCG Committee.
- 9.2 Legal or statutory directives may require that this policy is reviewed more regularly. It is the lead person’s responsibility to ensure that they keep up-to-date with relevant directives to ensure the CCGs’ meet their responsibilities.

Appendix One – Framework for Joint Working between the CCG 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 ccg form

Appendix Two – 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 CCG, will comply with the requirements of the CCG'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 CCGs’ 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 Three – 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 CCGs, 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*.