

# 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*.

## 1. **Name and Members of the Joint Working Arrangement**

The *insert title of joint working initiative* will be a joint working arrangement between:

- *Insert first party*
- *Insert second party (list further parties if more than two)*

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 by a party 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.

## 2. **Aims and Objectives**

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

## 3. **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.*

#### **4. 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;
- All patient identifiers will be removed from data to preserve and respect patient confidentiality in line with the Data Protection Act;
- Reports and information pertaining to the agreement / projects will not be used or published without explicit permission given by all parties;
- Joint working must not be used or seen as endorsement or promotion of any specific medicine or product;
- Pharmaceutical companies must comply with the ABPI Code of Practice for the Pharmaceutical Industry at all times;
- All NHS employed staff must comply with NHS, and relevant professional body, Codes of Conduct at all times, and be aware of DH Guidance relating to joint working with the pharmaceutical industry (*Best Practice Guidance for Joint Working between the NHS and the Pharmaceutical Industry, February 2008*).

#### **5. Procedures at 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* member from each party;
- All discussions taking place in meetings will be confidential, unless stated otherwise, 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 the parties;
- If any members of the joint working project are not present at a Joint Project Group meeting, their views will be requested either prior to or after the meeting;
- In the event of no consensus being achieved, a majority agreement will be accepted based on at least *insert number* Joint Project Group members from each party supporting the decision.

#### **6. Powers of the Joint Project Group**

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

## 7. **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;
- Short-listing of potential suppliers;
- Presentations by potential suppliers to the Joint Project Group;
- Final selection of successful supplier(s).

Any selection process will be open and transparent, and if undertaken by an NHS organisation, will comply with the requirements of the relevant Standing Financial Instructions and Standing Orders.

Consultancies will comply with the relevant Codes of Conduct and Practice referred to in 4 above.

## 8. **Finances**

- The finance provide by each party will be limited to that agreed. Additional finance may be provided from other sources if agreed 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.

## 9. **Outputs, Monitoring and Evaluation**

The length of the arrangement, the potential implications for patients and the NHS, together with 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.

## 10. **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 except on the explicit agreement of all parties;
- Patient confidentiality will be maintained at all times.

**11. Communication**

- All external communication regarding the joint working arrangement and associated projects will be agreed by the Joint Project Group;
- All internal communication 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.

**12. 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.

**13. Change of the Joint Working Agreement**

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

**14. Declaration of Interests**

All declarations of interest must be declared by any working member. Declarations of interest will be recorded *insert recording arrangements*.

**15. Anti-Bribery and Corruption**

- In performing the Joint Working Project, neither Party shall, and shall procure that any and all of its personnel who are involved in the Joint Working Project (including, without limitation, that Party's members or non-members of the Joint Working Group) and the sub-committees and other working groups engaged in the Joint Working Project shall not offer to make, make, promise, authorize, or accept, and shall comply with all applicable laws and regulations prohibiting, any payment or giving anything of value, including but not limited to bribes, either directly or indirectly, to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision which may secure an improper advantage, including to obtain or retain business
- Neither Party shall, and shall procure that any and all of its personnel who are involved in the Joint Working Project (including, without limitation, that Party's members or non-members of the Joint Working Group) and the sub-committees and other working groups engaged in the Joint Working Project shall not, make any payment or provide any gift to a third party in connection with the performance of the Joint Working Project without first identifying the intended third party recipient to the Joint Working Group and obtaining the Joint Working Group's prior written approval
- Each Party agrees to participate in, and shall procure that any and all of its personnel who are involved in the Joint Working Project (including, without limitation, that Party's members or non-members of the Joint Working Group) and the sub-committees and other working groups engaged in the Joint Working Project shall participate in, any anti-corruption training reasonably required by the other Party

- The obligations set out in the preceding paragraphs in this Section constitute the “Anti-Corruption Obligations”
- Each Party shall immediately disclose in writing to the other all details of any breach of the Anti-Corruption Obligations by it or any of its personnel (including, without limitation, that Party’s members or non-members of the Joint Working Group or other personnel who are involved in the Joint Working Project) or the sub-committees or other working groups engaged in the Joint Working Project
- The Anti-Corruption Obligations shall, for the avoidance of doubt, survive termination or expiry of this Joint Working Agreement
- Termination or suspension by either Party under Section 12 will be without prejudice to any claim that that Party may have against the other or any other person, whether in relation to breach of the Anti-Corruption Obligation, prior breaches of this Agreement or otherwise
- A Party (the “Indemnifying Party”) shall indemnify the other (the “Indemnified Party”) against all expenses, losses (including loss of profit), damages and legal costs that the Indemnified Party may sustain or incur because of any breach of the Anti-Corruption Obligation by the Indemnifying Party or any of its personnel (including, without limitation, that Party’s members or non-members of the Joint Working Group)

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: .....