JOINT WORKING AGREEMENT TEMPLATE

AN AGREEMENT FOR JOINT WORKING BETWEEN

Oxfordshire Clinical Commissioning Group (OCCG)

AND

Boehringer Ingelheim Limited, a company incorporated under the laws of England and Wales, Company registration number 711858, with registered office at Ellesfield Avenue, Bracknell, Berkshire. RG12 8YS (BI)

FOR

Identification and optimisation of care for patients at risk of respiratory admission through an enhanced integrated multi-disciplinary team (IRT Project)

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 IRT Project.

1. Name and Members of the Joint Working Arrangement

The IRT Project will be a joint working arrangement between:

- Oxfordshire Clinical Commissioning Group (OCCG)
- Boehringer Ingelheim Limited (BI)

The working members will be known as the IRT Project Joint Project Board. The number of Joint Project Board members will be decided to enable decision making to be as effective as possible whilst ensuring inclusiveness. The parties will designate joint Project Board members. Any party, except by agreement of the parties, may assign no more than three core Joint Project Board members to the joint working arrangement. Joint Project Board members may be replaced by an individual from their organisation at any time by a party to ensure continuity. The parties may agree ad hoc membership from time to time. Ad hoc members will not have any voting rights.

Commissioning Manager, OCCG and PIO Project Lead, BI will provide secretariat and co-ordination support for the IRT Project, by agreement with the Joint Project Board.

2. Aims and Objectives

The parties have chosen to pool skills and resources to pilot a joint-working project to improve outcomes and experience of care for respiratory patients. The project seeks to coordinate services around the patient to develop an integrated model of care. The project will form a multi-disciplinary integrated respiratory team (IRT) to enhance existing community and hospital-based teams. The IRT service will increase consultant, nursing and physiotherapist resources and integrate care with specialist GPs, a psychologist, a pharmacist, dedicated smoking-free advisor and specialist palliative care support.

3. Values

The following values should underpin joint working:

- *Transparency and trust*
- *Appropriateness of projects*
- *Patient focus*
- *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 will be negotiated and executed 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;
- Ownership of the data and information generated as part of the project will rest with the relevant NHS organisations involved as Data Controllers. BI will at all times have no access to patient identifiable or pseudonymised data. Fully anonymised and aggregated data will be solely shared with BI in the course of the project and its evaluation. Any sharing of data with BI will be governed by UK data protection law, OCCG's information governance framework and a Data Sharing Agreement or Data Processing Agreement (as appropriate) to be agreed and executed between OCCG and BI;
- All patient identifiers will be removed from data to preserve and respect patient confidentiality in line with the Data Protection Act 2018 and all the applicable data protection legislation and guidance;
- Reports and information pertaining to the agreement / projects will not be used or published without explicit permission given by all parties; such permission not to be unreasonably withheld or delayed.
- 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 Board Meetings

- All members should make every effort to be present at Joint Project Board meetings;
- The quorum for meetings will be at least three voting members 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 Board meeting, their views will be requested either prior to or after the meeting;
- In the event of the Board being unable to agree on a decision and where there is a balanced vote, the decision will be escalated for decision and negotiation to the OCCG Board/Executive and the BI Human Pharma Leadership Team (HPLT). If the decision remains unresolved after escalation, then a last resort may be the involvement of a third party mediator appointed by agreement between the Parties to help resolve the decision or dispute.

6. Powers of the Joint Project Board

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

7. Selection of Consultancies

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 Board;
- 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 clause 4 above.

8. Finances

- The finance provided 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 OCCG and paid against approved invoices;
- The Joint Project Board will monitor finances and record costs incurred.

9. Outputs, Monitoring and Evaluation

The length of the arrangement, the financial contributions by the Parties, the potential implications for patients and the NHS, the perceived benefits for all parties, the roles and responsibilities of the Parties, the criteria for measuring the success of the project, together with a mutually agreed exit strategy, are outlined in the Project Initiation Document (PID) for the IRT Project, NP-UK-100023 Respiratory, Date of preparation October 2018, to which this agreement is appended.

This joint working arrangement will commence on the date of latest signature and will end upon completion of the IRT Project.

10. Data Ownership

- For the purposes of this clause, the following capitalised terms shall have the following meanings:
- Background IP shall mean information, including data and know-how which is held by a Party prior to the commencement of the Joint Working Project, as well as copyrights or other intellectual and industrial property rights pertaining to such information, and which is necessary for carrying out the Joint Working Project;
- Foreground IP shall mean the results, including data, know-how and information, whether or not they can be protected, which are generated under the Joint Working Project. Such results include rights related to copyright; design rights; patent rights; or similar forms of protection;
- Commercial Exploitation shall mean to develop for commercialization or to commercialize Foreground IP itself;
- Each Party shall remain the exclusive owner of its Background IP and participation to the Joint Working Project shall not affect such ownership rights in its Background IP, without prejudice to any rights and obligations under this Agreement.
- In the case of jointly generated Foreground IP, such Foreground IP shall be co-owned by the Parties. Each Party will be granted a non-exclusive, worldwide, fully paid up, royalty-free, perpetual, irrevocable licence to use the jointly owned Foreground IP for any use except for Commercial Exploitation.
- 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 Board;
- All internal communication will be deemed confidential except by the agreement of the Joint Project Board;
- Minutes will be taken of all Joint Project Board meetings for subsequent agreement at the following meeting.

- Joint working project information and communications remain subject to the Freedom of Information Act 2000 (FOIA) in line with OCCG obligations as a public authority. If OCCG receive a request under the FOIA to disclose information that belongs to the BI or its Affiliates, it will notify BI as soon as is reasonably practicable, and in any event, not later than five (5) working days after receiving the request. OCCG will consult with BI in accordance with all applicable guidance.
- BI acknowledges that subject to the above, the decision on whether any exemption applies to a request for disclosure of recorded information under the FOIA is a decision solely for OCCG.
- BI shall cooperate with the OCCG and shall use its reasonable endeavours to respond within ten (10) working days of the OCCG's reasonable request for assistance.
- Where OCCG determines that it will disclose information, notwithstanding any objections from BI, it will notify BI in writing, giving at least two (2) working days' notice of its intended disclosure.

12. Dissolution

- The Parties will during the duration of the Joint Working Agreement cooperate in good faith to ensure Values set out in clause 3 herein are adhered to.
- The Parties shall endeavour to resolve any disputes or disagreement arising under this Joint Working Agreement in good faith and in the spirit of mutual collaboration.
- However, the joint working arrangement shall be dissolved at any time if any party wishes to withdraw; a notice period will be given of 3 months.
- Any outstanding matters must be wound up by all parties by agreement.
- If BIL decides to terminate this Joint Working Agreement, BIL shall compensate OCCG for the amounts already committed under the Joint Working Agreement up to the date when the termination notice was served.
- Moreover, each Party shall equally contribute to the salary of personnel employed to deliver enhanced IRT services up to a maximum of three month notice period.
- Termination of the joint working arrangement under this clause is the only remedy available to the Parties for any breaches of their obligation hereunder.

13. Transparency EFPIA Reporting

Pursuant to applicable local transposition of EFPIA HCP/HCO Disclosure Code (the “EFPIA Code”), pharmaceutical companies are obliged to disclose certain details of their contractual relationships with healthcare professionals and healthcare organisations (the “Covered Recipients”). Details to be reported and/or disclosed are, amongst others, the Covered Recipient’s name and registered address, as well as amount and currency of payment(s) and/or other transfer(s) of value, and “nature(s) of payment” (the “Mandatory details”). In order to comply with the EFPIA Code, the Parties agree that BI and its affiliates shall disclose the Mandatory Details.

14. Change of the Joint Working Agreement

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

15. Declaration of Interests

All declarations of interest must be declared by any working member. Declarations of interest will be recorded within the minutes of the Joint Project Board.

I have read the above Joint Working Agreement and commit to the Terms.

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<tr><th>Boehringer Ingelheim Limited</th><th>Oxfordshire Clinical Commissioning Group</th></tr>
<tr><td>Signed:

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Name:

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Position: Finance & Administration Director, Boehringer Ingelheim Ltd

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Date: 13/11/2018

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Name:

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Position: Chief Operating Officer, Oxfordshire Clinical Commissioning Group

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Date: 14/11/2018

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<tr><td>Signed:

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Name:

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Position: Head of Legal & Compliance, Boehringer Ingelheim Ltd

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Date: 13/11/2018

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