

## STANDARDS OF BUSINESS CONDUCT AND ANTI-BRIBERY POLICY

<b>Document Type</b>	Corporate Policy
<b>Unique Identifier</b>	CO-020
<b>Document Purpose</b>	To set out the Trust's responsibilities, and the responsibilities of those working for the Trust, in preventing bribery and corruption and to provide information and guidance to those working for the Trust on how to recognise and deal with bribery and corruption issues.
<b>Document Author</b>	Company Secretary
<b>Target Audience</b>	All Staff
<b>Responsible Group</b>	Audit Committee
<b>Date Ratified</b>	August 2017
<b>Expiry Date</b>	August 2020

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## Version History

Version	Circulation Date	Job Title of Person/Name of Group circulated to	Brief Summary of Change
1	15/12/2011	Audit Committee	
2	21/08/2014	Audit Committee	
3	21/7/17	Directors, SMT, LCFS, Staffside	

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## Training and Development

Worcestershire Health and Care NHS Trust recognises the importance of ensuring that its workforce has every opportunity to access relevant training. The Trust is committed to the provision of training and development opportunities that are in support of service needs and meet responsibilities for the provision of mandatory and statutory training.

All staff employed by the Trust are required to attend the mandatory and statutory training that relevant to their role and to ensure they meet their own continuous professional development.

## Co-production

Co-production reflects the values of the NHS Constitution which promotes the full involvement of patients, staff, families, carers and professionals inside and outside the NHS. The Trust expects that all healthcare professionals will provide clinical care in line with best practice. In offering and delivering that care, healthcare professionals are expected to respect the individual needs, views and wishes of the patients they care for, and recognise and work with the essential knowledge that patients bring. Staff will demonstrate a respect for patient diversity and a capacity to respond with flexibility. As facilitators of care, staff will work with patients and carers to help them understand their diagnosis and treatment options. Staff bring knowledge and expertise to enable and empower patient partners to make the right choices for themselves.

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**An Equality Analysis Assessment has been carried out on this policy**

## 1. Introduction

In 1993 the NHS Executive issued guidance to NHS trusts and authorities about standards of business conduct (HSG (93) 5). This stated that NHS boards should have an explicit procedure for the declaration of hospitality and sponsorship offered by, for example, suppliers. Their authorisation should be carefully considered and the decision should be recorded. Suppliers should be selected on the basis of quality, suitability, reliability and value for money. All staff employed by Worcestershire Health and Care NHS Trust must comply with this national guidance (Standing Orders paras 7.4 and 19.2.6 and Standing Financial Instructions (para 28) refer. The declaration of gifts, hospitality and managing conflicts is considered in the policy entitled 'Managing Conflicts of Interest in the NHS'.

Bribery is a damaging practice that affects both private and public bodies.

The Bribery Act 2010 ("the Act") imposes extensive obligations on all commercial organisations, including those in the healthcare sector, to ensure that they have adequate procedures in place to prevent bribery from occurring within their organisation. The Worcestershire Health and Care NHS Trust (the Trust) is committed to compliance with the Act and this policy explains the steps that the Trust has put in place.

## 2. Policy Statement

- 2.1 It is the policy of the Trust to conduct all of our business in an open, honest and ethical manner. The Trust is committed to acting with integrity in all our business dealings and relationships and to implementing effective systems to prevent bribery.
- 2.2 The Trust will uphold all laws relevant to countering bribery and corruption, including the Act, in every aspect of our conduct, including our dealings with public and private sector organisations and the delivery of treatment and care to patients. The Trust will adopt a zero-tolerance approach to bribery and corruption.
- 2.3 The purpose of this policy is to:
  - 2.3.1 set out our responsibilities, and the responsibilities of those working for us, in preventing bribery and corruption; and
  - 2.3.2 provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 2.4 Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if the Trust is found to have taken part in corruption it could face an unlimited fine, and incalculable damage to its reputation. The Trust therefore takes its legal responsibilities very seriously.
- 2.5 In this policy, "**third party**" means any individual or organisation staff come into contact with during the course of their work for the Trust, and includes actual and potential clients, trusts, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and

political parties. Anti Bribery and Anti Corruption Clauses which may be incorporated in contracts with suppliers are set out at Appendix 1. Associated procurement statements relating to the good standing of potential bidders/providers are set out at Appendix 2.

### 3. Who is covered by the Policy?

- 3.1 This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home-workers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with the Trust, or their employees, wherever located (collectively referred to as "**workers**" in this policy). Clauses for employees and third parties in high risk roles are included at Appendix 3.
- 3.2 For the purposes of this policy, the Trust has designated the Company Secretary as "Compliance Officer". The Compliance Officer will be responsible for ensuring that the Trust implements this policy and for carrying out various functions as described in this policy and other policies referred to within this policy.

### 4. What is Bribery?

A bribe is an inducement or reward of a financial or other advantage that is offered, promised or provided to a person in order to gain any commercial, contractual, regulatory or personal advantage through the improper performance of a relevant function or activity as a result of the bribe.

**"Financial or other advantage"** - although not defined in the Act, means payments, gifts, hospitality or anything else that could be reasonably perceived as an "advantage" as understood by its normal, everyday meaning.

**"Improper performance"** - means performance in breach of an expectation that a person will act in good faith, impartially, or in accordance with a position of trust.

A **"relevant function or activity"** - means any function of a public nature, connected with a business, performed in the course of an employment or performed by, or on behalf of, an incorporated or unincorporated body of persons.

**Examples:****Offering a bribe:**

A bribe would occur if:

- A payment was made to influence to an individual who was responsible for deciding whether the Trust should be selected as the preferred bidder for the provision of services in a procurement process
- A payment was made to a third party by a contractor instructed by the Trust in order to facilitate quicker service from the third party

**Receiving a bribe:**

A bribe would occur if:

- A pharmaceutical company offers a member of the Trust's staff a payment (or other incentive) in order to influence their decision making in respect of the selection of a pharmaceutical product to appear on the Trust's drug formulary.
- A patient offers a member of staff a payment (or other incentive) to speed up beyond the usual timeframe the provision of a particular aspect of their care.

## 5. Fraud, Bribery and Corruption

All Trust employees are required to declare to their line manager any other secondary employment, including any involvement with outside NHS, private business enterprises, both on appointment and as personal circumstances change during the course of their Trust employment. Failure to declare such interests or alternative employment, may result in disciplinary action and/or criminal investigation by the Trust, if for example an employee is found to be on paid sick leave but working for other employers or outside business enterprises.

Further advice and guidance should be sought from Human Resources and/or Line Managers in the first instance. Advice is also available from the Director of Finance, the Trust Company Secretary and the Trust's Anti-Fraud Team.

All employees have a duty to ensure that public funds are safeguarded. If an employee suspects that there has been a potential act of fraud, bribery or corruption, or has seen any suspicious acts or events, they must report the matter to the Trust's Anti-Fraud Team (contact details can be found on the Trust's public website and/or intranet) or report the matter to the NHS Fraud and Corruption Reporting Line on 0800 028 4060. Alternatively reports can be made through the online reporting tool at [www.reportnhsfraud.nhs.uk](http://www.reportnhsfraud.nhs.uk)

## **6. Gifts, hospitality and sponsorship**

6.1 Staff should refer to the Managing Conflicts of Interest in the NHS Policy.

## **7. Facilitation payments and kickbacks**

7.1 The Trust does not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official, including any employee of the NHS. They are not commonly paid in the UK, but the Trust's staff must be aware that these types of payments are strictly prohibited.

7.2 If you are asked to make a payment on the Trust's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for an invoice or receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Compliance Officer.

7.3 Kickbacks are typically payments made in return for a business favour or advantage. All staff must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by the Trust.

## **8. Members of staff - Your responsibilities**

8.1 You must ensure that you read, understand and comply with this policy.

8.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for the Trust or under its control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

8.3 You must notify your Line Manager or the Compliance Officer as soon as possible if you believe or suspect that this policy or any other has been or may be breached. For example, if a third party offers you something to gain a business advantage with us, or asks for a gift or payment to secure their business, this must be reported. Further indicators of bribery or corruption are set out in Appendix 4.

8.4 Any employee who breaches this policy will face disciplinary action, which may result in dismissal for gross misconduct. The Trust reserves its right to terminate its contractual relationship with other workers if they breach this policy.

## **9. Record keeping**

9.1 The Trust must keep financial records and have appropriate internal controls to ensure and demonstrate proper business reasons for payments to third parties.

9.2 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and

business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts may be kept "off-book" to facilitate or conceal improper payments.

## **10. How to raise a concern**

This policy should be read in conjunction with the Trust's Public Interest Disclosure (Whistleblowing) Policy which is called 'Raising Concerns at Work'. Staff are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If a member of staff is unsure whether a particular act constitutes bribery or corruption, or if they have any other queries, these should be raised with the Anti-Fraud Specialist or the Compliance Officer.

## **11. Training and communication**

11.1 Training on this policy forms part of the induction process for all new workers. All existing workers will receive training on how to implement and adhere to this policy.

11.2 The Trust's zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and other third parties with whom the Trust has dealings at the outset of its business relationship with them including a requirement for compliance in all contracts with Suppliers.

11.3 If members of staff have any suggestions about how the Trust can improve or develop its anti-bribery prevention procedures and/or require further advice in relation to bribery prevention, please contact the Compliance Officer at the Trust's headquarters.

## **12. Who is responsible for the Policy?**

12.1 The Trust Board has overall responsibility for ensuring this policy complies with its legal and ethical obligations, and that all those under the Trust's control comply with it.

12.2 The Compliance Officer has primary responsibility for implementing this policy across the Trust as a whole, and for monitoring its use and effectiveness and dealing with any queries on its interpretation.

12.3 Management at all levels are responsible for ensuring those reporting to them are made aware of, and understand, this policy and are given adequate and regular training on it.

## **13. Monitoring and review**

13.1 The Compliance Officer will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness taking into account legal developments and changes in the Trust's business. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

Trust staff are invited to comment on this policy and suggest ways in which it

might be improved. Comments, suggestions and queries should be addressed to the Compliance Officer.

## CONTRACT CLAUSES

### Contract clause notes:

- Please note that the Trust will need to ensure that the “Supplier” is defined according to the terms of the specific contract and that appropriate defined terms are used throughout which are consistent with the remainder of the contract.
- Clause 1.1.3 requires that the Standards of Business Conduct and Anti-Bribery Policy is annexed to the specific contract.
- The “Confidentiality Clause” referred to at clause 1.5.3, and the “Termination for Material Breach Clause” at 1.8 will need to be drafted and defined within the specific contract if the Trust wishes to rely on these particular provisions.

The Trust may wish to insert some or all of the following clauses into contracts with suppliers, where appropriate:

### 1. Compliance with relevant requirements

#### 1.1 The Supplier shall:

- 1.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 1.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 1.1.3 comply with the Trust's Standards of Business Conduct and Anti-Bribery Policy (annexed to this agreement at schedule [INSERT]) ("**Relevant Policy**").
- 1.1.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and clause 1.1.2, and will enforce them where appropriate;
- 1.1.5 in addition to its obligations under clause 1.1.2, report to, and acquire authority from, the Trust before providing any form of gift, gratuity or hospitality to any party in connection with this agreement;
- 1.1.6 ensure that any offer or provision of any form of gift, gratuity or hospitality complies with this policy. 1.1.7 promptly report to the Trust any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;

- 1.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from

such person terms equivalent to those imposed on the Supplier in this clause 1 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Trust for any breach by such persons of any of the Relevant Terms.

1.3 For the purpose of this clause 1, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 1 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

1.4 The Supplier shall indemnify the Trust against any losses, liabilities, damages, costs including but not limited to legal fees and expenses incurred by, or awarded against, the Trust as a result of any breach of this clause 1 by the Supplier or any breach of provisions equivalent to this clause 1 in any Subcontract by any Subcontractor.

1.5 Additional audit and record keeping

1.5.1 The Supplier shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Supplier in connection with this agreement and the steps taken by the Supplier to comply with the Relevant Requirements, the Relevant Policies and clause 1.1.2, in each case during the previous six years. The Supplier shall ensure that such records and books of accounts are sufficient to enable the Trust to verify the Supplier's compliance with its obligations under this clause 1.

1.5.2 The Supplier shall permit the Trust and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 1 to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 1. Such audit rights shall continue for three years after termination of this agreement. The Supplier shall give all necessary assistance to the conduct of such audits during the term of this agreement and for a period of three years after termination of this agreement.

1.5.3 Audit access by any third party representative of the Trust shall be subject to such representative agreeing confidentiality obligations equivalent to those in clause 1.5.3 in respect of the information obtained, always provided that all information obtained may be disclosed to the Trust.

1.6 The Supplier warrants and represents that

1.6.1 neither the Supplier nor any of its officers, employees or other persons associated with it:

(a) has been convicted of any offence involving bribery or corruption, fraud or dishonesty;

(b) having made reasonable enquiries, so far as it is aware, has been

or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or

- (c) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible or potentially ineligible for participation in government procurement programmes or other government contracts;

- 1.7 The Supplier shall promptly notify the Trust if, at any time during the term of this agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 1.6 at the relevant time.
- 1.8 Breach of this clause 1 shall be deemed a material breach under clause 1.8.
- 1.9 If the Trust terminates this agreement for breach of this clause 1, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.
- 1.10 Regardless of any other provision in this agreement, the Trust shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

## PROCUREMENT STATEMENTS

### Statement of Good Standing

#### Note:

The **Potential Bidder** must complete and sign the form below

#### Declaration

The managing director or equivalent of the **Potential Bidder**/organisation leading the bid should sign the following declaration:

<p><b>I HAVE CHECKED THAT ALL QUESTIONS HAVE BEEN ANSWERED WHERE APPLICABLE AND THAT SUPPORTING DOCUMENTS ARE ENCLOSED AS REQUESTED.</b></p>	
<p><b>I understand that it may be a criminal offence under the Bribery Act 2010, punishable by imprisonment, to promise, give or offer any gift, consideration, financial or other advantage whatsoever as an inducement or reward to any servant of a public body and that such action may result in the Trust excluding the organisation from the selected list of Potential Bidders, and potentially from all future public procurements.</b></p>	
<p><b>I hereby declare that I am authorised by the under-mentioned organisation to supply the information given above and, at the date of signing, the information given is a true and accurate record to the best of my knowledge and belief.</b></p>	
<b>Signed</b>	
<b>Name (Capital Letters)</b>	
<b>On behalf of <i>[insert name of Potential Bidder]/[insert name of organisation leading</i></b>	
<b>Position</b>	
<b>Date</b>	

## STATEMENT RELATING TO GOOD STANDING

### STATEMENT RELATING TO GOOD STANDING - GROUNDS FOR OBLIGATORY EXCLUSION (IN ELIGIBILITY) AND CRITERIA FOR REJECTION OF CANDIDATES in accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended)

PROJECT TITLE: *[Insert project title]*

We confirm that, to the best of our knowledge, the Potential Provider is not in breach of the provisions of Regulation 23 of the Public Contracts Regulations 2006 (as amended) and in particular that:

#### **Grounds for mandatory rejection (ineligibility)**

The Potential Provider or its directors or any other person who has powers of representation, decision or control of the named organisation has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);
- (b) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
  - (i) the offence of cheating the Revenue;
  - (ii) the offence of conspiracy to defraud;
  - (iii) fraud within the meaning of the Fraud Act 2006;
  - (iv) Theft within the meaning of the Theft Act 1968 and Theft Act 1978;
  - (v) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;
  - (vi) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
  - (vii) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
  - (viii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
- (c) money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or
- (d) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

<b>Organisation's name</b>	
<b>Signed</b>	
<b>Position</b>	
<b>Date</b>	

**Discretionary grounds for rejection**

The Potential Provider confirms that it:

- (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession;
- (e) has not committed an act of grave misconduct in the course of his business or profession;
- (f) has not been convicted of the offence of bribery (including the offence of failing to prevent bribery) as defined within the Bribery Act 2010;
- (g) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;
- (h) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;

- (i) is not guilty of serious misrepresentation in providing any information required of him under this regulation;
- (j) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

Where applicable, the Candidate is registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex IX B of Directive 2004/18/EC) under the conditions laid down by that member state.

<b>Organisation's name</b>	
<b>Signed</b>	
<b>Position</b>	
<b>Date</b>	

In the UK this condition is satisfied by registration with Companies House or a declaration on oath that the Candidate is carrying on business in the trade in question in the UK at a specific place of business and under a specific trading name.

**CLAUSES FOR EMPLOYEES AND THIRD PARTIES IN HIGH RISK ROLES**

[CLAUSE FOR EMPLOYEES]

I have read and understood Worcestershire Health and Care NHS Trust's Standards of Business Conduct and Anti-Bribery Policy and all other relevant policies ( "the Relevant Policies" ) including:

- Disciplinary Procedure;
- Public Interest Disclosure (Whistleblowing) Policy.

I agree to uphold and comply with the provisions contained in the Standards of Business Conduct and Anti-Bribery Policy and the Relevant Policies.

Name: ..... Position .....

Signed ..... Date .....

[CLAUSE FOR THIRD PARTIES]

I have read and understood Worcestershire Health and Care NHS Trust's Standards of Business Conduct and Anti-Bribery Policy. I agree to uphold and comply with the provisions contained in the Standards of Business Conduct and Anti-Bribery Policy.

Name: ..... Position .....

Signed ..... Date .....

**POTENTIAL RISKS (“RED FLAGS”)**

The following is a list of possible situations which may prompt staff to raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If a member of staff encounters any of these issues while working for the Trust, they must report them promptly to their Line Manager or to the Compliance Officer or using the procedure set out in the Trust's Public Interest Disclosure (Whistleblowing) Policy:

- 1.1 you become aware or suspect that a colleague or third party engages in, or has been accused of engaging in, improper business practices;
- 1.2 you learn or suspect that a colleague or third party has a reputation for paying bribes, or requiring that bribes are paid to them;
- 1.3 a colleague or third party asks for a commission or fee payment before committing to sign up to a contract with the Trust, or carrying out a government function or process for the Trust;
- 1.4 a colleague or third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- 1.5 a colleague or third party requests that payment is made to a country or geographic location different from where the colleague or third party resides or conducts business;
- 1.6 A colleague or third party requests that payment or other benefit is provided to a person other than the expected recipient, or to a person other than the expected provider of goods and services (unless part of an open and transparent contractual arrangement such as subcontracting or factoring);
- 1.7 a third party requests an unexpected additional fee or commission to "facilitate" a service;
- 1.8 a third party requests lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- 1.9 a third party requests that a payment is made to "overlook" potential legal violations;
- 1.10 a colleague or third party requests that you provide employment or some other advantage to a friend or relative;
- 1.11 you receive an invoice from a colleague or third party that appears to be non-standard or customised;
- 1.12 a colleague or third party insists on the use of side letters or refuses to put terms agreed in writing;
- 1.13 you notice that we have been invoiced for a commission or fee payment that

appears large given the service stated to have been provided;

- 1.14 a colleague or third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to the Trust;
- 1.15 you are offered an unusually generous gift or offered lavish hospitality by a third party;
- 1.16 you are asked to conceal the receipt of provision of hospitality or any other form of benefit or payment;
- 1.17 a colleague or third party exerts pressure for payments to be made urgently or ahead of schedule;
- 1.18 a colleague or third party conducts private meetings with public contractors or companies hoping to tender for contracts;
- 1.19 a colleague or third party never takes time off even if ill, or holidays, or insists on dealing with specific contractors him/herself;
- 1.20 a colleague or third party makes unexpected or illogical decisions accepting projects or contracts;
- 1.21 a colleague or third party abuses or ignores normal decision processes or delegated powers in specific cases;
- 1.22 a colleague or third party agrees contracts which are not favourable to the Trust either with terms or time period;
- 1.23 a colleague or third party demonstrates an unexplained preference for certain contractors during a tendering period;
- 1.24 a colleague or third party seeks to avoid independent checks on tendering or contracting processes;
- 1.25 a colleague or third party requests that normal tendering/contracting procedure is bypassed;
- 1.26 a colleague or third party reports missing documents or records regarding meetings or decisions.