
HCCP Partners Anti-Bribery, Gifts and Hospitality Policy

1. Purpose and application of policy

This policy applies to all HCCP partners. It sets out the expectations and requirements of the HCCP in respect of anti-bribery and with regard to any gift, benefit, or any other type of advantage offered or received in connection with the work of the HCCP.

2. Bribery

2.1 The HCCP is committed to the prevention of bribery and to fostering a culture in which bribery is not acceptable. The Bribery Act 2010 creates two bribery offences:

- offering, promising or giving a financial or other advantage (in essence, the offence of bribing another person); and
- requesting, agreeing to receive or accepting a financial or other advantage (in essence, the offence of being bribed).

In either case the bribe must be intended to induce improper conduct by the recipient, that is the improper exercise of a function of a public nature or an activity connected with a business, trade or profession.

2.2 The Act also creates a separate offence of bribing a foreign public official. That offence is committed if a bribe is offered, promised or given to such an official with the intention of influencing the recipient in the performance of his or her public functions and with the intention of obtaining or retaining business or a business advantage.

2.3 A partner must not offer or give a bribe to, or seek or accept a bribe from, any individual or organisation. Bribery is a serious matter which may result in termination of the partner services agreement.

2.4 This policy does not prevent a partner from giving or receiving any occasional gift or hospitality, provided it is consistent with the policy on gifts and hospitality set out below and is declared as necessary in accordance with that policy.

2.5 Every partner has a duty to detect and report bribery. The HCCP will investigate any instance of alleged or suspected bribery reported.

2.6 Any partner who becomes aware of any activity which may involve or have involved bribery must report that activity to the Partner Manager or to the HCCP's Director of Human Resources.

2.7 Any partner who is suspected of bribery may be suspended from performing any partner services while an investigation is carried out.

3. Gifts and hospitality

3.1 Partners must comply with this policy in respect of any gift, benefit, hospitality or other advantage which they offer or receive in connection with the work of the HCPC.

3.2 Partners must not directly or indirectly seek, receive or obtain, in respect of any services provided by or on behalf of the HCPC, any payment, gift, hospitality, discount, rebate, commission advantage or other inducement, (whether in cash or in kind) which is not authorised by the HCPC's policy.

3.3 Partners must not give or receive any excessive gift or entertainment. For this purpose an "excessive gift or entertainment" includes (but is not limited to) gifts such as hampers or baskets of goods, private discounts on the purchase from a HCPC supplier of products for personal use and offers to attend entertainment events, sporting events or functions which are not related to the work of the HCPC.

3.4 Partners may accept a gift or inducement (which includes but is not limited to any hospitality, discount, rebate, commission or other advantage) in connection with the work of the HCPC if:

- prior permission to accept it has been obtained from the Partner Manager and the Director of Human Resources, it does not constitute an excessive gift or entertainment, and it is declared in the Gifts and Hospitality Register; or
- it is of a token nature. For this purpose a gift of a "token nature" includes (but is not limited to) items such as pens, mugs, T-shirts, flowers, diaries, calendars or work-related hospitality (such as modest food or drink served during or ancillary to a work-related a meeting).

3.5 No gifts or entertainment of any kind, including gifts of a token nature, may be accepted under any circumstances from a bidder or potential bidder at the time of, or in connection with, any tender or other contract award.

3.6 A Gifts and Hospitality Register will be maintained by the HCPC. You must declare any gift, hospitality or other inducement that you are offered, whether you accept it or not. A gift or inducement will only be regarded as validly declared under this policy if it is included in a completed Gifts and Hospitality Form (set out in the annex to this policy) which is delivered to the Partners Department within seven days of receipt of the gift or inducement.

3.7 Failure by a partner to comply with this gifts and hospitality policy may result in termination of the partner services agreement.

Gifts and Hospitality Form: Partners

Partners must use this form to declare any gift, hospitality or other inducement that you are offered, even if you do not accept it.

Partner Name

Partner Role(s)

Company/individual who offered gift and
HCPC relationship with them:

Reason for Gift or Inducement:

Gift or Inducement:

Did you accept the gift or inducement?

YES /NO (please delete as appropriate)

Approximate Value of Gift or Inducement (if
accepted):

Partner Signature:

Date:

Partner Manager Signature:

Date:

Director of Human Resources:

Date:

Please Note: This form must be forwarded to the Partner Manager. It will be retained on file and details of the gift offered to you will be recorded in the Gifts and Hospitality Register.