

## The Association of Christians in Counselling and Linked Professions (ACC)

### Register Advisory Panel Governance Document No 4

#### Conflicts of Interest Policy

## 1. Background

- 1.1 The Register Advisory Panel (hereafter referred to as the Panel) was established by ACC in 2014 to assist in meeting the obligations and commitments set out by the Professional Standards Authority (PSA) in the Standards for Accredited Registers, published on the PSA's website [available here](#)
- 1.2 ACC determined that the way it could be supported in complying with the Standards was to set up an **independent panel** of individuals with expertise in professional regulation, healthcare, legal matters, patient and consumer advocacy or with similar relevant knowledge and experience to oversee the governance, design, and management of the accredited register of counsellors held by the ACC under the Accredited Registers Programme.
- 1.3 The Panel exists to support ACC through review and constructive critique of the governance, design and management of ACC's accredited register, with reference to the Standards, and to make comments and/or recommendations to ACC's Board of Trustees on any proposed changes to the same
- 1.4 For further information about the Register Advisory Panel please see Terms of Reference [link when available], Recruitment Policy [link] and Membership Selection Criteria [link]

## 2. Conflicts of Interest

- 2.1 Panel members are expected to uphold the Seven Principles of Public life, [available here](#), which include the principle of **Integrity:**

*Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.*

- 2.2 A conflict of interest arises when the personal or professional interests or loyalties<sup>1</sup> of the panel members or their family and close associates may appear to influence their contributions to the panel's discussion and subsequent decision making, especially where these interests or loyalties are incompatible or in competition with the interests of ACC and their register of counsellors.
- 2.3 These personal and professional interests or loyalties include financial gain but also can apply to less tangible benefits such as benefiting from a service offered by ACC or enhancing a personal or professional profile/reputation for themselves, family members or close associates.
- 2.3 All potential conflicts of interest need to be managed effectively to ensure public confidence in the panel and by extension ACC. Therefore, it is essential that applicants and panel members are fully aware of their duties to declare and fully disclose their interests or loyalties whether directly relevant or not as set out in the declarations of interest form [design to be agreed].
- 2.4 In addition the Panel Chair must ensure that conflicts of interest are listed in the conflicts of interest register, and where directly relevant to an item under review, are declared in all scheduled and ad hoc meetings and relevant correspondence, in accordance with paragraph 4.2 below.
- 2.5 It is therefore of prime importance that all RAP members are fully aware of their duties and responsibilities and when acting in their capacity as members of the Panel, they must put aside any personal interest or loyalties and act in the best interests of ACC according to the role and responsibilities set out in the Terms of Reference. This includes as set out in paragraph 1.4 of the Terms of Reference, a responsibility to alert the Professional Standards Authority of significant concerns that that have about the standards and integrity of ACC's register.

### **3 Identifying and logging potential conflicts of interest**

- 3.1 A key means of preventing conflicts of interest or loyalties from affecting decision-making is to identify potential conflicts in advance.
- 3.2 ACC will endeavour to achieve a reasonable balance between expecting a comprehensive disclosure of financial and other interests and loyalties, and the need to respect the privacy of the panel members for involvements that have no direct bearing on their role as a panel member
- 3.3 The design of the Declarations of Interest form is intended to capture a snapshot of interests and loyalties on appointment and at annual review; whilst the register of interests will detail directly relevant involvements in the

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<sup>1</sup> Loyalties are commitments or obligations over and above financial interests.

counselling profession, regulatory landscape or other interest or loyalty that has direct relevance to the role of the Panel.

- 3.4 Conflicts of interest will be discussed with applicants for the panel as part of the selection process (see recruitment policy) and may preclude an applicant from being accepted onto the panel.

#### **4. Monitoring and Managing Conflicts of Interest**

- 4.1 **All panel members** are required to inform the Chair of RAP of any changes or updates required to the register of interests as soon as they become aware of them

- 4.2 **At all meetings** panel members will be asked to declare:

- a) any updates with regard to direct conflicts of interest that should be made to the conflict of interests register
- b) any conflicts of interest related specifically to an agenda item for that meeting

- 4.3 **All panel members** will be required to review and submit any changes to their Declarations of Interest Form

- 4.4 Accepting that it may be impossible to avoid conflicts altogether, at any meeting where a panel member declares a conflict of interest, or another panel member identifies a conflict of interest relating to another member or attendee

- a) the panel member or attendee must be absent from the part of any meeting at which the issue is discussed, and this must be recorded in the minutes of the meeting
- b) the Panel member cannot vote on any such matter and is not to be counted when calculating whether a quorum is present for that part of the meeting
- c) the outcome of any discussion can be disclosed to the panel member concerned, but, as appropriate, steps should be taken to ensure that any sensitive details of the discussion are not divulged to the panel member, so separate or summary minutes may need to be maintained.

#### **5 Payments to Panel Members for Goods and Services**

- 5.1 A member of RAP or a person or organisation connected to them, may enter into a contract for the supply of services to ACC provided that the following condition is met:

*The Board of ACC are satisfied that it is in the best interests of ACC to contract with this person or connected person/organisation rather than with someone who is not a panel member or otherwise connected to or an associate of a panel member.*

5.2 In reaching that decision Trustees of ACC must balance the advantage of contracting with the panel member or connected person or associate against the disadvantages of doing so.

5.3 Criteria to consider are:

- a) expertise, knowledge and experience
- b) location and timing
- c) availability and accessibility
- d) the impact on relationships with other associates and suppliers of ACC and between RAP members
- e) any risk implications for ACC, whether increased or decreased, of a RAP member being a supplier
- f) the impact on the reputation of ACC

5.4 In making the decision to go ahead ACC's Board of Trustees must be satisfied that:

- it is in ACC's best interests to proceed,
- the contract is lawful and authorised,
- the contract will help ACC carry out its purposes,
- the amount or maximum amount of the payment for the goods or service does not exceed what is reasonable, and conforms to and does not exceed any ACC standard rate of pay for that service [e.g. a trainer for conferences or courses is paid no more than the standard fee]

5.5 There must be a clear agreement in writing between ACC and the panel member or their associate who is supplying the goods or service, which states:

- a) the amount or maximum amount of the payment for the goods or service
- b) the expectations and obligations for delivery including timescales, quality and quantity

- c) a review period for any on-going contract
  - d) the conditions under which the agreement can be broken
- 5.6 The discussion and decisions to enter into any such agreement are conducted in a meeting of ACC Trustees, the decision and rationale is minuted and the Panel is notified of the decision.

## **6. Confidential and Privileged Information**

- 6.1 All RAP members should remain alert to the fact that whatever information they acquire in their role should remain confidential and not be used to the advantage of themselves, or any other individual, or entity.
- 6.2 All RAP members will be required to sign a confidentiality agreement.

## **7. Document Control**

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