Code of Practice for the Pharmaceutical Industry 2021

Published by the Marlowmere Pharmaceutical Manufacturers Association

A sample document prepared for the IncarnaMind repository

About this document

This is a sample document prepared for software testing. It is published in the voice of a fictional trade association, the Marlowmere Pharmaceutical Manufacturers Association, and its clauses are not in force.

It has the shape of a code of practice, so that the application's tests and evaluations have a long document with numbered clauses, tables and disclosure requirements to read.

A company that promotes a medicine must apply a code of this kind to its material, to its arrangements with health professionals, and to the records it keeps.

Table 1: How the code is arranged.

Part	Clauses	Subject
A	1 to 10	Principles, scope and certification
B	11 to 19	Arrangements with health professionals
C	20 to 26	Representatives, training and samples
D	27 to 34	Disclosure, records and cooperation

Contents

Part A: Principles, scope and certification
Part B: Arrangements with health professionals
Part C: Representatives, training and samples
Part D: Disclosure, records and cooperation

Where a clause refers to the Authority, it means the body that administers the code. Where it refers to a health professional, it means a person whose professional practice brings them into contact with medicines.

Foreword

Rules on paper change nothing until a company puts them into practice. The clauses that follow set out what a company must do, what it must not do, and what it must be able to show it has done.

The code does not try to describe every situation. It sets out principles, and it relies on a company's judgement, and on the Authority's guidance, to apply them to the situation in front of it.

The code is reviewed regularly. Where a clause changes, material that is already in use must be brought into line within the period the change allows.

Clauses 1 to 3: Principles

Clauses 1 to 10 set out the principles that apply to all promotional material, whatever its form and whichever audience it addresses.
Clauses 11 to 15 set out what the Code requires of the arrangements a company makes with health professionals and other relevant decision makers.
Clauses 16 to 19 cover joint working, contracts, and the arrangements a company may make with a health professional who provides a service.

Clauses 4 and 5: Scope

Clauses 20 to 22 cover the employment and training of representatives, and the rules that apply while a representative is being trained.
Clauses 23 to 26 cover the sample of medicines a company may provide, and what a representative may leave with a health professional.
Clauses 27 to 30 cover the disclosure of payments and other transfers of value, and the register a company must keep.

Clause 6: Certification

A company must have a written procedure for certifying its promotional material before it is used, and the procedure must name the person who certifies it.
A company must keep a record of the material it certifies, of the date of certification, and of the person who signed it.
A company must withdraw material as soon as it becomes aware that the material is inaccurate, misleading or otherwise in breach of the Code.

Clause 7: Accuracy

The Code applies to promotional material for medicines that may be promoted to health professionals in the United Kingdom, including material placed on a website or sent by electronic mail.
Material that refers to a medicine must be consistent with the summary of product characteristics, and it must not make a claim that the summary does not support.
Comparisons between medicines must be fair and balanced, must be capable of substantiation, and must not mislead by omission.

Clause 8: Comparisons

A company must not offer, or cause to be offered, any inducement to a health professional to prescribe, supply, recommend or administer a medicine.

A company may provide a health professional with a promotional aid of negligible value, provided that the aid is relevant to the practice of medicine and does not raise a question of propriety.

The Code's requirements on hospitality apply to meals, drinks, travel and accommodation, and to any other benefit connected with an event.

Clause 9: Inducements

A company must make sure that the arrangements it makes with a health professional are documented, and that the documentation is kept for the period the Code requires.
Where a company sponsors an event, it must make the sponsorship public in the way the Code describes, and it must not use the sponsorship to influence the content of the programme.
The Code applies to the conduct of a company's employees, agents and contractors, and a company must take reasonable steps to make sure that they know what it requires.

Clause 10: Promotional aids

A company must have a named person, or a named committee, responsible for the Code, and it must make that person's name available to the Authority on request.
The Authority publishes guidance on the Code, and a company may ask it for advice on a proposed arrangement before the arrangement is made.
A company must cooperate with an investigation by the Authority, and it must provide the documents and information the Authority asks for within the time allowed.

Certificate of compliance

A breach of the Code may be considered by the Authority and, where the breach is serious or repeated, may be published.

The Code is reviewed from time to time, and a company must apply the version of the Code in force at the time the material is used.

A company's procedures must be proportionate to the size of the company and to the number and kind of its promotional activities.

Clause 12: Third parties

Companies answer under the Code for what their third parties do within its scope, even where the third party ignored the instructions it was given.

In this context, a third party is any person or organisation a company engages to act on its behalf in connection with a medicine, whether by contract or by less formal arrangement.

‘Support’ here means a financial contribution, in whole or in part, paid directly or indirectly so that a health professional or other decision maker can attend an event.

A company must not use a third party to do something the Code would not allow the company to do itself, and it must take reasonable steps to make sure that a third party knows what the Code requires.

Clauses 11 to 13: Events

Clauses 1 to 10 set out the principles that apply to all promotional material, whatever its form and whichever audience it addresses.
Clauses 11 to 15 set out what the Code requires of the arrangements a company makes with health professionals and other relevant decision makers.
Clauses 16 to 19 cover joint working, contracts, and the arrangements a company may make with a health professional who provides a service.

Clause 14: Sponsorship

Clauses 20 to 22 cover the employment and training of representatives, and the rules that apply while a representative is being trained.
Clauses 23 to 26 cover the sample of medicines a company may provide, and what a representative may leave with a health professional.
Clauses 27 to 30 cover the disclosure of payments and other transfers of value, and the register a company must keep.

Clauses 15 to 17: Joint working

A company must have a written procedure for certifying its promotional material before it is used, and the procedure must name the person who certifies it.
A company must keep a record of the material it certifies, of the date of certification, and of the person who signed it.
A company must withdraw material as soon as it becomes aware that the material is inaccurate, misleading or otherwise in breach of the Code.

Clause 18: Contracts

The Code applies to promotional material for medicines that may be promoted to health professionals in the United Kingdom, including material placed on a website or sent by electronic mail.
Material that refers to a medicine must be consistent with the summary of product characteristics, and it must not make a claim that the summary does not support.
Comparisons between medicines must be fair and balanced, must be capable of substantiation, and must not mislead by omission.

Clause 19: Risk sharing

A company must not offer, or cause to be offered, any inducement to a health professional to prescribe, supply, recommend or administer a medicine.
A company may provide a health professional with a promotional aid of negligible value, provided that the aid is relevant to the practice of medicine and does not raise a question of propriety.
The Code's requirements on hospitality apply to meals, drinks, travel and accommodation, and to any other benefit connected with an event.

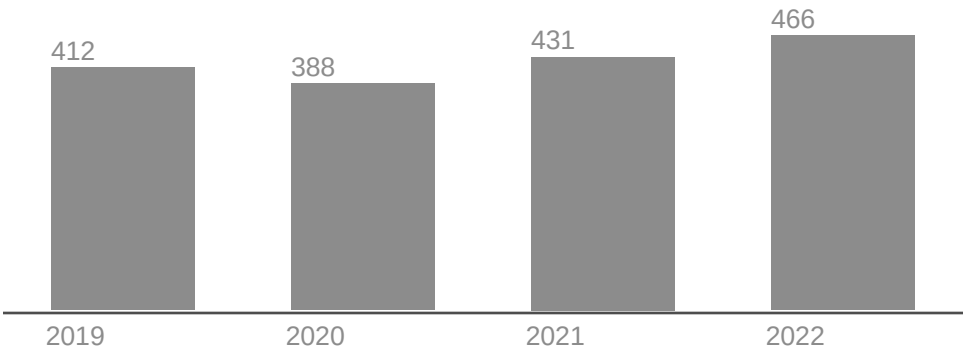
Clause 6: Certifying material

A company must certify its promotional material before it is used. The person who certifies must be a registered medical practitioner or a pharmacist who is employed by the company, or who is engaged by it for that purpose.

The certificate must be in writing, and it must name the material, the date, and the person who signed it.

Material that stays in use must be recertified at least every two years,
so that the material a company relies on is never out of date for long, and so that a change in the law or in the code is reflected in the material a company uses.

A company must keep a record of every certificate it issues, and it must be able to show the Authority that the material in use was certified.



Material certified in each year, in items, as members reported them.

Clause 23: Training

Clauses 1 to 10 set out the principles that apply to all promotional material, whatever its form and whichever audience it addresses.
Clauses 11 to 15 set out what the Code requires of the arrangements a company makes with health professionals and other relevant decision makers.
Clauses 16 to 19 cover joint working, contracts, and the arrangements a company may make with a health professional who provides a service.

Clause 23: Training of representatives

A new representative must be given a period of training before taking up the role, and the training must cover the code, the medicines the representative will discuss, and the requirements of the company's procedures.

The examination set by the Authority must be passed within two years of starting the role, unless the company's procedures allow a shorter period or the Authority grants an extension in writing.

A representative who fails the examination may take it again in the way the code allows.

Clause 22: Employment of representatives

Before passing the examination, a representative may hold the role for no more than two years, and, while they are not yet examined, they must be supervised by a representative who has passed the examination.

A supervisor must know where the trainee is and what the trainee says, and the company must keep a record of the supervision it gives.

A representative who has not passed the examination must not offer advice on a medicine in response to a question that requires it.

Clause 21: Representatives (continued)

A company must keep a record of each representative's examination date, and it must be able to show that every representative who visits a health professional has passed it or is within the supervised period.

The record must be available to the Authority on request, and it must be kept for the period the code requires.

Where a representative's employment ends, the company must keep the record for the same period as it keeps its other records of the representative's work.

Clause 20: Subsistence

A company may provide subsistence at a meeting it holds, provided that the meeting has a genuine educational purpose and the subsistence is secondary to it.
No single meal may cost more than £75 per person, excluding VAT and service.
The limit applies to each person at each meeting, and it includes any food or drink a company pays for on the person's behalf before, during or after the meeting.
Where a meeting lasts more than one day, the limit applies to each day of the meeting, and a company must keep a record of the cost of each.

Clauses 24 to 25: Samples

A company must not organise or sponsor an event at which the venue or the hospitality is chosen to make the event more attractive than the educational content.

Where a company provides a service through a health professional, the written contract must state what is provided, the fee, and the basis on which the fee is calculated.

The fee for a service must be fair and reasonable in the light of the work done, and it must not be an inducement to prescribe a medicine.

Clause 26: Delivery

A company must not pay for a health professional's time spent at an event that is not a genuine educational event.
Where a company makes a transfer of value to a health professional or an organisation, it must record the transfer and publish it in the form the Code requires.
The register of transfers of value must be published annually, and it must be clear and easy to search.

Clause 24: Promotional material

A company must tell a health professional, before the transfer is made, that it will be published in the register.

A company must keep the documents that support a transfer of value for the period the Code requires, and it must make them available to the Authority on request.

The Authority may audit a company's records, and a company must make its staff available to answer questions about them.

Clause 25: Electronic material

Where a company finds that material has been used in breach of the Code, it must correct the material promptly and, where appropriate, publish a correction.

A company must not use a health professional's name or likeness in promotional material without their written consent.

A company must not use the result of a clinical trial in promotional material in a way that misrepresents the trial's design, its size or its findings.

Clause 26: Websites

Where a trial's result is referred to, the material must identify the trial and say where its report can be read.

A company must not describe a medicine as new after it has been available for the period the Code sets.

A company must not suggest that a medicine is safer or more effective than it is by leaving out a material fact about its use.

Clause 27: Complaints

The Code's requirements apply to material a company places on a website it controls, and to material it places on a website it does not control but pays for.
A company must keep a copy of the material it has placed on a website for the period the Code requires.
Where material is withdrawn, a company must remove it from the website promptly and must tell the Authority what it has done.

Clause 28: Decisions of the Authority

A company must have a process for dealing with a complaint about its promotion, and it must answer a complaint within the time the Code sets.

The Authority publishes its decisions, and a company that is the subject of a decision may ask for the decision to be reviewed in the way the Code provides.

A company must not offer a prize or a reward to a health professional for prescribing or recommending a medicine.

Clause 29: Review of decisions

A company may provide reasonable hospitality at a meeting that is held for a genuine educational purpose, and the hospitality must be secondary to that purpose.
A company must not pay for a health professional to attend an event that is organised by a third party unless the arrangement meets the Code's conditions.
The Code's guidance is published alongside the Code, and a company must read it with the clauses it explains.

Clause 30: Guidance

A company must not organise or sponsor an event at which the venue or the hospitality is chosen to make the event more attractive than the educational content.
Where a company provides a service through a health professional, the written contract must state what is provided, the fee, and the basis on which the fee is calculated.
The fee for a service must be fair and reasonable in the light of the work done, and it must not be an inducement to prescribe a medicine.

Clause 26: Delivery of items

A representative who delivers items to a health professional and is not given an interview must leave the items with a reply card.
The reply card must be designed so that the health professional can say whether they want to be visited, and it must be returned to the company.
When a representative offers to drop items off, the reply card must say that there is no obligation to grant an interview when items are

Clause 26: Delivery of items (continued)

delivered. It must also make clear that a refusal will not be held against the health professional and that the items can be returned without explanation.
The reply card must give the health professional a way to say no, and the company must respect that answer.

Clause 19: Package deals and risk sharing

A company must not make a medicine available to a health professional on terms that make the supply conditional on the health professional prescribing the medicine in a particular way.
Where a medicine needs a test before it can be prescribed, a company may offer the test as part of a package deal, even if the test shows that the medicine will not help some of the patients tested.
Where a company enters an agreement of this kind, it must keep a copy of the agreement and make it available to the Authority on request.

Clause 19.1: Shared-risk supply agreements

A shared-risk supply agreement is an arrangement under which a company makes a payment or a reduction in price where a medicine does not have the effect the parties expected.
Clause 19.1: Shared-Risk Supply Agreements
sets out the conditions under which a company may make such an agreement, and the records it must keep.
Clause 19.1 does not prevent the use of shared-risk supply agreements.
Where a medicine fails to meet the criteria agreed with the payer, the agreement must say how the payment or the price reduction is calculated.

Clause 27: Disclosure

A company must not organise or sponsor an event at which the venue or the hospitality is chosen to make the event more attractive than the educational content.

Where a company provides a service through a health professional, the written contract must state what is provided, the fee, and the basis on which the fee is calculated.

The fee for a service must be fair and reasonable in the light of the work done, and it must not be an inducement to prescribe a medicine.

Clause 28: The register

A company must not pay for a health professional's time spent at an event that is not a genuine educational event.

Where a company makes a transfer of value to a health professional or an organisation, it must record the transfer and publish it in the form the Code requires.

The register of transfers of value must be published annually, and it must be clear and easy to search.

Clause 24: Samples

A company may provide a health professional with a sample of a medicine, subject to the conditions in this clause.

A health professional may receive no more than four samples of a given medicine in a year.

A sample must be the smallest pack size available, and it must be marked as a sample and as not for resale.

A company must keep a record of every sample it provides, including the name of the health professional, the date and the quantity.

Clause 24: Small businesses

A company must not organise or sponsor an event at which the venue or the hospitality is chosen to make the event more attractive than the educational content.

Where a company provides a service through a health professional, the written contract must state what is provided, the fee, and the basis on which the fee is calculated.

The fee for a service must be fair and reasonable in the light of the work done, and it must not be an inducement to prescribe a medicine.

Clause 25: Material for health professionals

A company must not pay for a health professional's time spent at an event that is not a genuine educational event.

Where a company makes a transfer of value to a health professional or an organisation, it must record the transfer and publish it in the form the Code requires.

The register of transfers of value must be published annually, and it must be clear and easy to search.

Clause 26: Material in the press

A company must tell a health professional, before the transfer is made, that it will be published in the register.

A company must keep the documents that support a transfer of value for the period the Code requires, and it must make them available to the Authority on request.

The Authority may audit a company's records, and a company must make its staff available to answer questions about them.

Clause 27: Material for conferences

Where a company finds that material has been used in breach of the Code, it must correct the material promptly and, where appropriate, publish a correction.

A company must not use a health professional's name or likeness in promotional material without their written consent.

A company must not use the result of a clinical trial in promotional material in a way that misrepresents the trial's design, its size or its findings.

Clause 27.1: Abstracts and posters

Where a trial's result is referred to, the material must identify the trial and say where its report can be read.

A company must not describe a medicine as new after it has been available for the period the Code sets.

A company must not suggest that a medicine is safer or more effective than it is by leaving out a material fact about its use.

Clause 27.2: Satellite meetings

The Code's requirements apply to material a company places on a website it controls, and to material it places on a website it does not control but pays for.
A company must keep a copy of the material it has placed on a website for the period the Code requires.
Where material is withdrawn, a company must remove it from the website promptly and must tell the Authority what it has done.

Clause 27.3: Exhibition stands

A company must have a process for dealing with a complaint about its promotion, and it must answer a complaint within the time the Code sets.

The Authority publishes its decisions, and a company that is the subject of a decision may ask for the decision to be reviewed in the way the Code provides.

A company must not offer a prize or a reward to a health professional for prescribing or recommending a medicine.

Clause 27.4: Sponsored sessions

A company may provide reasonable hospitality at a meeting that is held for a genuine educational purpose, and the hospitality must be secondary to that purpose.
A company must not pay for a health professional to attend an event that is organised by a third party unless the arrangement meets the Code's conditions.
The Code's guidance is published alongside the Code, and a company must read it with the clauses it explains.

Clause 27.5: Recorded sessions

A company must not organise or sponsor an event at which the venue or the hospitality is chosen to make the event more attractive than the educational content.
Where a company provides a service through a health professional, the written contract must state what is provided, the fee, and the basis on which the fee is calculated.
The fee for a service must be fair and reasonable in the light of the work done, and it must not be an inducement to prescribe a medicine.

Clause 28: Patient organisations

A company may work with a patient organisation, provided that the arrangement is documented and that the organisation's independence is respected.
Patient organisations may ask companies to comment on draft materials, and a company may contribute where its comments are evidence-based and balanced
and the organisation must be free to accept or reject the contribution.
Where a company funds a patient organisation, it must make the funding public in the way the code describes.

Clause 29: Material for the public

A company must not promote a prescription-only medicine to the public, and it must not encourage a member of the public to ask a health professional for a particular medicine. Material that is addressed to the public must be accurate, balanced and not misleading, and it must not raise unfounded hopes of a cure.

Where a company responds to a question from a member of the public about a medicine, the response must be factual and must not be promotional in tone.

Clause 29.1: Websites for the public

A company's website may give information about a medicine to the public, provided that the information is not promotional and that it is consistent with the summary of product characteristics.

The website must name the company, give a way to contact it, and state the date on which the information was last reviewed.

A company must remove information that is no longer accurate, and it must keep a record of what it published and when.

Clause 30: Disclosure of transfers of value

A company must publish the transfers of value it makes to health professionals and to healthcare organisations, in the form and at the time the code requires.

The published data must stay online for at least three years after it is first published, so that a person who wants to check an entry has time to do so, and so that the record can be compared across years.

A company must keep the underlying documents for the same period, and it must make them available to the Authority on request.

Clause 31: Cooperation

A company must not organise or sponsor an event at which the venue or the hospitality is chosen to make the event more attractive than the educational content.

Where a company provides a service through a health professional, the written contract must state what is provided, the fee, and the basis on which the fee is calculated.

The fee for a service must be fair and reasonable in the light of the work done, and it must not be an inducement to prescribe a medicine.

Clause 32: Publication of breaches

A company must not pay for a health professional's time spent at an event that is not a genuine educational event.

Where a company makes a transfer of value to a health professional or an organisation, it must record the transfer and publish it in the form the Code requires.

The register of transfers of value must be published annually, and it must be clear and easy to search.

Clause 33: Review

A company must tell a health professional, before the transfer is made, that it will be published in the register.
A company must keep the documents that support a transfer of value for the period the Code requires, and it must make them available to the Authority on request.
The Authority may audit a company's records, and a company must make its staff available to answer questions about them.

Clause 34: Proportionate procedures

Where a company finds that material has been used in breach of the Code, it must correct the material promptly and, where appropriate, publish a correction.

A company must not use a health professional's name or likeness in promotional material without their written consent.

A company must not use the result of a clinical trial in promotional material in a way that misrepresents the trial's design, its size or its findings.

Schedule 1: The examination

The examination tests a representative's knowledge of the code, of the medicines the representative will discuss, and of the company's procedures.
It is set and marked by the Authority, and a company must not set its own examination in place of it.
A representative who has passed the examination must still be given refresher training at the intervals the code sets.

Table 2: The parts of the examination and their weight.

Part	Subject	Weight
1	The code and its guidance	40%
2	The medicines and their uses	40%
3	The company's procedures	20%

Schedule 2: Records

A company's records must be accurate, complete and kept for the period the code requires. The table lists the records the code names, and the period each is kept.

Table 3: The records the code requires.

Record	Kept for
Certificates of promotional material	Two years after use
Samples provided to health professionals	Three years
Transfers of value	Three years
Training of representatives	The period of employment and two years
Complaints and their answers	Three years

Schedule 3.1: Checklist for compliance

A company must not organise or sponsor an event at which the venue or the hospitality is chosen to make the event more attractive than the educational content.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 4: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 1.1	Requirement	81	84
Clause 1.2	Requirement	32	35
Clause 1.3	Requirement	43	46
Clause 1.4	Requirement	54	57
Clause 1.5	Requirement	65	68
Clause 1.6	Requirement	76	79
Clause 1.7	Requirement	87	90
Clause 1.8	Requirement	38	41

Schedule 3.2: Checklist for compliance

A company must not pay for a health professional's time spent at an event that is not a genuine educational event.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 5: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 2.1	Requirement	30	33
Clause 2.2	Requirement	41	44
Clause 2.3	Requirement	52	55
Clause 2.4	Requirement	63	66
Clause 2.5	Requirement	74	77
Clause 2.6	Requirement	85	88
Clause 2.7	Requirement	36	39
Clause 2.8	Requirement	47	50

Schedule 3.3: Checklist for compliance

A company must tell a health professional, before the transfer is made, that it will be published in the register.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 6: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 3.1	Requirement	39	42
Clause 3.2	Requirement	50	53
Clause 3.3	Requirement	61	64
Clause 3.4	Requirement	72	75
Clause 3.5	Requirement	83	86
Clause 3.6	Requirement	34	37
Clause 3.7	Requirement	45	48
Clause 3.8	Requirement	56	59

Schedule 3.4: Checklist for compliance

Where a company finds that material has been used in breach of the Code, it must correct the material promptly and, where appropriate, publish a correction.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 7: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 4.1	Requirement	48	51
Clause 4.2	Requirement	59	62
Clause 4.3	Requirement	70	73
Clause 4.4	Requirement	81	84
Clause 4.5	Requirement	32	35
Clause 4.6	Requirement	43	46
Clause 4.7	Requirement	54	57
Clause 4.8	Requirement	65	68

Schedule 3.5: Checklist for compliance

Where a trial's result is referred to, the material must identify the trial and say where its report can be read.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 8: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 5.1	Requirement	57	60
Clause 5.2	Requirement	68	71
Clause 5.3	Requirement	79	82
Clause 5.4	Requirement	30	33
Clause 5.5	Requirement	41	44
Clause 5.6	Requirement	52	55
Clause 5.7	Requirement	63	66
Clause 5.8	Requirement	74	77

Schedule 3.6: Checklist for compliance

The Code's requirements apply to material a company places on a website it controls, and to material it places on a website it does not control but pays for.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 9: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 6.1	Requirement	66	69
Clause 6.2	Requirement	77	80
Clause 6.3	Requirement	88	91
Clause 6.4	Requirement	39	42
Clause 6.5	Requirement	50	53
Clause 6.6	Requirement	61	64
Clause 6.7	Requirement	72	75
Clause 6.8	Requirement	83	86

Schedule 3.7: Checklist for compliance

A company must have a process for dealing with a complaint about its promotion, and it must answer a complaint within the time the Code sets.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 10: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 7.1	Requirement	75	78
Clause 7.2	Requirement	86	89
Clause 7.3	Requirement	37	40
Clause 7.4	Requirement	48	51
Clause 7.5	Requirement	59	62
Clause 7.6	Requirement	70	73
Clause 7.7	Requirement	81	84
Clause 7.8	Requirement	32	35

Schedule 3.8: Checklist for compliance

A company may provide reasonable hospitality at a meeting that is held for a genuine educational purpose, and the hospitality must be secondary to that purpose.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 11: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 8.1	Requirement	84	87
Clause 8.2	Requirement	35	38
Clause 8.3	Requirement	46	49
Clause 8.4	Requirement	57	60
Clause 8.5	Requirement	68	71
Clause 8.6	Requirement	79	82
Clause 8.7	Requirement	30	33
Clause 8.8	Requirement	41	44

Schedule 3.9: Checklist for compliance

A company must not organise or sponsor an event at which the venue or the hospitality is chosen to make the event more attractive than the educational content.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 12: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 9.1	Requirement	33	36
Clause 9.2	Requirement	44	47
Clause 9.3	Requirement	55	58
Clause 9.4	Requirement	66	69
Clause 9.5	Requirement	77	80
Clause 9.6	Requirement	88	91
Clause 9.7	Requirement	39	42
Clause 9.8	Requirement	50	53

Schedule 3.10: Checklist for compliance

A company must not pay for a health professional's time spent at an event that is not a genuine educational event.
The checklist lists the checks a company's compliance team makes before it certifies material or enters an arrangement, and the record it keeps of each check.

Table 13: The checks in this part of the checklist.

Clause	Check	2021	2022
Clause 10.1	Requirement	42	45
Clause 10.2	Requirement	53	56
Clause 10.3	Requirement	64	67
Clause 10.4	Requirement	75	78
Clause 10.5	Requirement	86	89
Clause 10.6	Requirement	37	40
Clause 10.7	Requirement	48	51
Clause 10.8	Requirement	59	62