Code of Conduct
of the Pharmaceutical Industry in Switzerland on Cooperation with Healthcare Professional Circles and Patient Organisations (Pharma Cooperation Code)

of 6 September 2013, revised on 14 May 2020

Preamble

The Associations of the Pharmaceutical Industry in Switzerland:

- **scienceindustries** (Business Association Chemistry Pharma Life Sciences)[1],
- **Intergenerika** (Swiss Association of Manufacturers and Importers of Generics and Biosimilars)[2],
- **Interpharma** (Association of the Research-Based Pharmaceutical Companies in Switzerland)[3] and
- **vips** (Association of Pharmaceutical Companies in Switzerland)[4],

Knowing that:

- The members of medical and pharmaceutical healthcare circles (healthcare professionals) and healthcare organisations, in cooperation with the pharmaceutical industry companies (pharmaceutical companies), make independent professional knowledge available to the latter on the basis of their experience in clinical practice and management;
- This professional knowledge makes an important contribution to the endeavours of the pharmaceutical industry to improve the quality of patient treatment, which is also of overall benefit to individual patients and society at large;
- Healthcare professionals, healthcare organisations and patient organisations must receive fair remuneration for services and consultancy tasks provided by them for the pharmaceutical companies;
- Interactions between the pharmaceutical companies, healthcare professionals, healthcare organisations and patient organisations have a sustained and positive influence on the quality of patient care and on the value of future research;
- The general public, patients and other interest groups expect the pharmaceutical companies to maintain high standards of integrity in interactions with healthcare professionals, healthcare organisations and patient organisations and to arrange such interactions correctly and transparently;
- The pharmaceutical companies must show a commitment to the interests of patients and other interest groups in transparent interactions;
- As the disclosure of details of these interactions may lead to problems in connection with data privacy, the pharmaceutical companies endeavour, in cooperation with healthcare professionals, healthcare organisations and patient organisations to find a suitable response to such problems;
- Transparency and disclosure of pecuniary benefits provided by pharmaceutical companies to

[1] https://www.scienceindustries.ch/en/home
[2] https://www.intergenerika.ch/?lang=en
[3] https://www.interpharma.ch/
[4] https://www.vips.ch/

healthcare professionals, healthcare organisations and patient organisations are possible without sacrificing justified private interests, in particular of the healthcare professionals;

- The pharmaceutical industry and organisations which represent or support the interests of patients or their carers have shared interests ,and relations between the pharmaceutical companies and patient organisations must take place in an ethical and transparent manner;

And considering, in this connection, the relevant laws, international codes of the pharmaceutical industry and guidelines from healthcare professional circles:

- Swiss laws and ordinances applicable in this connection;
- IFPMA Code of Practice 2019[5], published by the International Federation of Pharmaceutical Manufacturers and Associations, IFPMA;[6]
- EFPIA Code of Practice (adopted by the EFPIA Board on 22 March 2019, and ratified by the EFPIA Statutory General Assembly of 27 June 2019)[7], published by the European Federation of Pharmaceutical Industries and Associations, EFPIA[8];
- "Collaboration between the medical profession and industry", Guidelines issued by the Swiss Academy of Medical Sciences (SAMS) of 29 November 2012[9];

have adopted the following code of conduct which is recommended to their members.

This Code puts into concrete terms for Switzerland the above codes of the international associations of the pharmaceutical industry, insofar as they relate to cooperation with healthcare professionals, healthcare organisations and patient organisations, together with the disclosure of pecuniary benefits which healthcare professionals and healthcare organisations, as well as patient organisations, receive from pharmaceutical companies.

This Code determines the accompanying rules for implementation of the relevant obligations by the pharmaceutical companies, or anyone acting on their behalf, and for monitoring compliance with them.

The associations designated in the Preamble pledge to ensure that the pharmaceutical companies affiliated to them will comply with the following regulations which are based on the principles of ethics and integrity, and sign the relevant declaration.

The obligation to comply with State law applicable in this connection and which takes priority remains unaffected by compliance with this Code.

All terms referring to persons in this Code refer to persons of both genders.

1 General provisions

11 Scope

11.1 This Code applies to all matters regulated thereby, insofar as these principally take place, are organised or performed in Switzerland. With regard to continuing education support for healthcare professionals by way of participation in international events, the provisions of this Code apply if such healthcare professionals perform their professional activities in Switzerland. If conflicts of standards that seem unsolvable should nevertheless arise in the international context, the stricter provisions of the relevant national country codes will apply.

11.2 This Code applies to:

[5] https://www.ifpma.org/subtopics/new-ifpma-code-of-practice-2019/?parentid=264
[6] http://www.ifpma.org/#
[7] https://www.efpia.eu/relationships-code/disclosure-of-payments-to-hcps/
[8] http://www.efpia.eu/
[9] http://www.samw.ch/de/Publikationen/Richtlinien.html

11.2.1 cooperation between pharmaceutical companies in the context of prescription-only medicinal products and healthcare professionals, healthcare organisations and patient organisations who perform their activities in Switzerland or have their primary practice or definitive business address or their registered office in Switzerland, and

11.2.2 the disclosure of related pecuniary benefits provided by pharmaceutical companies to such persons and organisations, insofar as they have their primary practice or definitive business address or their registered office in Switzerland.

11.3 This Code applies to pharmaceutical companies which have undertaken to comply with this Code by signing the declaration (Annex). Member companies of EFPIA (full and affiliate members) are obliged under EFPIA's rules to sign this Code for as long as they themselves or through third parties are responsible for the performance of the activities pursuant to sections 11.2.1 and 11.2.2 of this Code in Switzerland.

11.4 Pharmaceutical companies which manufacture or distribute prescription-only medicinal products for humans in Switzerland but do not belong to any of the associations named in the Preamble may likewise undertake to comply with this Code.

12 Delimitation

The Code of Conduct of the Pharmaceutical Industry in Switzerland (Pharma Code) applies to interactions not mentioned in this Code between pharmaceutical companies and healthcare professionals or healthcare organisations in the case of those pharmaceutical companies which have undertaken so to comply by signing the relevant declaration.

13 Terms

13.1 *Medicinal products:* medicinal products for humans as defined by the Swiss law on therapeutic products; this Code applies solely to prescription-only medicinal products (original preparations and generics).
Prescription-only medicinal products: medicinal products which under the Swiss law on therapeutic products were classed in a prescription-only category by the competent authorities.

13.2 *Reporting period:* the disclosure period which always covers a full calendar year.

13.3 *Third parties:* legal entities and/or natural persons who represent a pharmaceutical company or who interact with other third parties on behalf of a pharmaceutical company or in relation to a medicinal product on the instructions of a pharmaceutical company, such as congress organisers, contract sellers, market research companies, advertising agencies, providers of services in connection with events, PR services, management services for non-clinical trials and/or non-interventional studies.

13.4 *Recipients of pecuniary benefits:* healthcare professionals or healthcare organisations together with patient organisations who have their primary practice or definitive business address or their registered office in Switzerland.

13.5 *Healthcare professionals:* physicians, dentists and pharmacists who are working in particular in a practice or hospital together with pharmacists active in retail businesses and persons who are authorised by the Swiss law on therapeutic products to prescribe, deliver, and/or administer prescription-only medicinal products for humans. This definition also includes official representatives and persons with a public-law employment contract or mandate if they perform or are authorised to perform such activities. In case of doubt, the Confederation’s provisions on therapeutic products can be taken into account.

13.6 *Pecuniary benefits (general):* in cash, as non-cash contributions, donations, grants or payments made either directly or indirectly in some other form for consultancy tasks or services, research and development, event support, advertising, sales or other purposes, always in connection with medicinal products as defined by section 13.1 of this Code. Direct pecuniary ben-

efits are those which a pharmaceutical company provides directly to a particular recipient. Indirect pecuniary benefits are those which a third party provides for a recipient in the name or on behalf of a pharmaceutical company, whereby the identity of the pharmaceutical company is known or recognisable to the recipient.

13.7 *Pecuniary benefits for research and development services:* benefits paid to healthcare professionals and healthcare organisations in connection with the planning or conduct of clinical trials (in compliance with GCP standards), non-clinical trials (in compliance with GLP standards) and non-interventional studies that are prospective in nature (as defined by section 5 of the Pharma Code).

13.8 *Healthcare organisations:* legal entities under private and public law as well as companies, sole proprietorships or other entities that are not specifically regulated in legal terms who employ healthcare professionals. Under this Code, these in particular include institutions, organisations, associations or other groups of healthcare professionals who provide healthcare services or consultancy or other services in healthcare (e.g. hospitals, clinics, foundations, universities or other educational establishments, scientific societies or professional associations, community practices or networks, but not patient organisations).

13.9 *Host country principle:* this refers to the priority given to the limit for a meal (food and beverages) as determined by this Code. This amount applies only to events which are held in Switzerland. For events which are held abroad, the limits set out in the code which claims territorial validity for the host country apply to all participants, regardless of where the supported healthcare professionals have their primary practice or definitive business address or their registered office or residential address.

13.10 *Information and training materials as well as objects provided for healthcare professionals:* materials and software of modest value which are only important to pharmaceutical and/or medical practice and have a cumulative benefit for patient care.
These also include *objects of medical value*: these include objects and software of modest value that directly serve to promote the training of healthcare professionals and/or the provision of medical services while also improving patient care, but do not cover the usual practice requirements of a healthcare professional.

13.11 *Samples:* these are samples of medicinal products as described in Art. 10 of the Ordinance on Advertising for Medicinal Products (AWV), i.e. free sample packages of a medicinal product given to a healthcare professional. Such samples are a recognised method of advertising for medicinal products and allow a healthcare professional to become familiar with a new medicinal product and gain experience in its application. Samples therefore not only serve a promotional function, but also provide information.

13.12 *Patient organisations:* not-for-profit organisations (including the organisations to which they are affiliated) based or active in Switzerland, which consist primarily of patients or their carers and which represent or support the needs of patients or their carers.
This definition also includes persons who represent and/or formulate the collective concerns and interests of a patient organisation about a specific topic or a specific pathology.

13.13 *Pharmaceutical companies:* companies which manufacture or distribute prescription-only medicinal products for humans by way of business in Switzerland.
Employees of a pharmaceutical company: persons who are employed by a pharmaceutical company or work through a third party on instructions of a pharmaceutical company, provided that they perform activities that fall under this Code.

13.14 *Donations and grants:* money, assets or services not intended as compensation for a contribution that is delivered in support of healthcare, scientific research or medical training. This does

not include support contributions as defined by Art. 6 of the Ordinance on Integrity and Transparency in the Therapeutic Products Sector (VITH), because these may be agreed directly with healthcare professionals and paid to them directly (see section 15.5 of this Code).

13.15 *Sponsorship:* support made available by or on the instructions of a pharmaceutical company as compensation for an appropriate contribution in aid of an activity (including an event) that was executed, organised or prepared by a healthcare professional, healthcare organisation, patient organisation or third party, provided that this is permitted by law.

13.16 *Events:* events which are organised or conducted by a pharmaceutical company or in its name or financially or otherwise supported by it, such as symposia or congresses, meetings of healthcare professionals, advisory bodies or bodies for the planning of clinical trials or non-interventional studies or for the training of testers for clinical trials, visits and inspections of research and manufacturing establishments of pharmaceutical companies, as well as events held by or with patient organisations for their purposes or in their interest.

14 Principles of conduct

14.1 Pharmaceutical companies who undertake to comply with this Code acknowledge the rules for the enforcement of this Code if proceedings are taken for conduct in breach of the Code.

14.2 As long as relevant proceedings are pending, they will in principle not refer the matter at the same time to a State authority or to a court on grounds of breach of the Swiss legal order.

14.3 The safeguarding of rights which may be endangered or defeated by compliance with these principles of conduct is reserved.

14.4 Pharmaceutical companies may not answer requests from third parties (patients, their relatives, etc.) for advice in personal medical matters. They are obliged to instruct such persons to consult a healthcare professional.

15 Principles of integrity

15.1 Where pharmaceutical companies cooperate with healthcare professionals, healthcare organisations and/or patient organisations, such cooperation and the pecuniary benefits granted in return may not constitute an inducement to recommend, prescribe, acquire, supply, sell or administer specific medicinal products for humans.

15.2 Pharmaceutical companies may not offer, promise or grant any inappropriate benefits to healthcare professionals, healthcare organisations and/or patient organisations including, in particular, any gifts (either in cash or non-cash considerations). This prohibition also applies to any and all promotional items, except those that are explicitly excluded under section 15.3 below.

15.3 This does not include:

15.3.1 Objects, information and training materials of modest value as defined by section 13.10 of this Code (maximum CHF 300 per healthcare professional and year) provided for healthcare professionals that are intended solely for the medical or pharmaceutical activity or are used for post-graduate or continuing education in medicine or pharmacy and which, in both cases, are also beneficial to patients; these items can include the company name, but may not be product branded;

15.3.2 Writing implements and pads of modest value, made available to participants at events by pharmaceutical companies; these writing implements and pads may not bear any references to the pharmaceutical company or to particular medicinal products;

15.3.3 Financial contributions to support research, postgraduate medical training and continuing medical education, provided that the criteria set out in this Code are fulfilled;

15.3.4 Appropriate compensation for contributions of equal value, in particular price discounts or rebates on orders, deliveries and purchases of medicinal products, provided that they have no influence on the choice of treatment;

15.3.5 Delivery of free of charge samples of medicinal products to healthcare professionals.

15.4 Payment for meals (including beverages) on a reasonable and modest scale, subject to a maximum of CHF 100 per healthcare professional per meal is only permitted in the context of a technical discussion or in direct relation to an event. This amount applies only to discussions held with healthcare professionals working in Switzerland and/or representatives of healthcare organisations domiciled in Switzerland or events that are held in Switzerland. For events that are held abroad, the limits set out in the code which claims territorial validity for the host country apply to all the participants, regardless of where they have their primary practice or definitive business address or their registered office.

15.5 Donations and grants in whatever form may neither be offered nor promised nor given to healthcare professionals. Such donations and grants may only be offered, promised or given to healthcare organisations or patient organisations. This does not include support contributions as defined by Art. 6 VITH; these may be agreed directly with healthcare professionals.

15.6 Donations and grants are only admissible if:

15.6.1 they are made in support of healthcare, research or medical education;

15.6.2 they are documented and these documents are stored by the donor; and

15.6.3 they cannot be interpreted as an incentive to recommend, prescribe, acquire, deliver, sell or administer specific medicinal products.

15.7 Healthcare organisations or patient organisations may not be required by pharmaceutical companies to exclusively support such pharmaceutical company. The same applies to support for events organised by healthcare professionals. The aim should be for such organisations and healthcare professionals to be supported by several pharmaceutical companies.

15.8 The laws and ordinances applicable in this connection are reserved, as is their enforcement by State authorities.

2 Cooperation with healthcare professionals and healthcare organisations and disclosure of pecuniary benefits to such recipients

21 Consultancy or service contracts

21.1 Contracts between pharmaceutical companies and healthcare professionals or healthcare organisations are only permitted if these services are provided in support of healthcare, research, development or medical training and cannot be interpreted as an incentive to recommend, prescribe, acquire, sell, deliver or administer specific medicinal products.

21.2 Pharmaceutical companies may entrust healthcare professionals either in groups or individually with consultancy tasks or services, such as papers and the conduct of meetings, medical or scientific studies, clinical trials, non-interventional studies, training and participation in consultancy bodies.

21.3 Compensation for such services must be commensurate to the efforts expended and reflect the fair market value of the services that were provided.

21.4 Pharmaceutical companies must agree such mandates with healthcare professionals and healthcare organisations in writing before the work begins; in particular, the consultancy task or service to be provided and the compensation for it must be adequately specified.

21.5 In this connection, pharmaceutical companies have to respect the following principles:

21.5.1 There must be a justified need for the proposed consultancy task or service, which must be documented before the services are requested and the agreements are signed;

21.5.2 The criteria for the selection of healthcare professionals have to be directly related to the defined need, and the persons responsible for the selection of consultants must have the professional knowledge required to assess whether the healthcare professional in question meets these criteria;

21.5.3 The healthcare professional(s) retained for the task must be qualified to perform it;

21.5.4 No more healthcare professionals will be entrusted with a consultancy task or service than are needed to perform or provide it;

21.5.5 The commissioning pharmaceutical company has to document the consultancy tasks or services provided by one or more healthcare professionals and use the documents for their intended purpose.

21.5.6 Sham contracts of any kind designed to enable healthcare professionals or healthcare organisations to receive financial benefits without any obligation to perform a consultancy task or service are prohibited.

21.6 In the mandates issued by them, pharmaceutical companies must stipulate that the healthcare professionals and healthcare organisations have to disclose their mandate relationship if they write or speak in public about matters which are the subject of the mandate or otherwise related to the commissioning pharmaceutical company.

21.7 Pharmaceutical companies that employ practising healthcare professionals or representatives of healthcare organisations under an employment contract have to stipulate in such contracts that these persons must disclose their employment relationship when they write or speak in public about matters which are the subject of the employment contract or otherwise related to this pharmaceutical company.

21.8 If a healthcare professional or representative of a healthcare organisation participates in an event in the context of a mandate relationship e.g. as speaker or consultant, the relevant legal and self-regulatory provisions also apply to these persons (see section 3 of the Pharma Code).

22 Support of events for the professional promotion of and dissemination of information about medicinal products as well as postgraduate medical training and continuing medical education for healthcare professionals

22.1 Pharmaceutical companies may support healthcare professionals and healthcare organisations insofar as such support is limited to research or other healthcare service areas.

22.2 The relevant legal and self-regulatory provisions must be observed without fail. Such support commitments must in particular always be regulated by a written agreement.

23 Use of logos - documents of healthcare professionals and healthcare organisations

23.1 Pharmaceutical companies wanting to use logos or other legally protected documents of healthcare professionals and healthcare organisations in publications must obtain their prior written consent.

23.2 When asking for this consent, the pharmaceutical company must clearly describe the specific purpose and the publication for which they will be used, and explain how it wants to use the logo or the legally protected documents.

23.3 Pharmaceutical companies may not, in their own commercial interests, attempt to influence the texts in documents of professionals, health care organisations and patient organisations to whom they provide financial or other support; the correction of factual errors, however, is reserved. Pharmaceutical companies may only make a contribution to a text from a fair and balanced scientific perspective if specifically asked to do so by a patient organisation.

24 Disclosure of pecuniary benefits

24.1 Pharmaceutical companies obliged to comply with this Code have to disclose pecuniary benefits which they grant to healthcare professionals or healthcare organisations who have their primary practice or definitive business address or their registered office in Switzerland, in compliance with the following rules.

24.2 Pharmaceutical companies have to call the attention of these healthcare professionals or healthcare organisations in the contracts with them to the fact that they are required to disclose the pecuniary benefits connected with the contractually agreed service pursuant to this Code. They also have to stipulate in these contracts that the recipients of pecuniary benefits agree to disclosure to ensure that the names of the specific recipients can be disclosed.

24.3 The obligation of disclosure does not apply to pecuniary benefits for:

24.3.1 Cooperation projects relating to prescription-free medicinal products (OTCs);

24.3.2 Price discounts or rebates granted on purchases of medicinal products as defined by Art. 55 para. 2 (d) Therapeutic Products Act (TPA [HMG]);

24.3.3 Cooperation projects relating to the assumption of logistics expenses as defined by Art. 7 para. 4 (a) VITH;

24.3.4 Information and training materials of modest value which are intended exclusively for medical or pharmaceutical activities or used for postgraduate or continuing medical or pharmaceutical education and which, in both cases, are also of benefit for patients;

24.3.5 Writing implements and pads of modest value that may still be made available to event participants by pharmaceutical companies under the Pharma Code;

24.3.6 Delivery of free of charge samples of prescription-only medicinal products;

24.3.7 Payment for meals (including beverages), to the extent that this is permitted by this Code.

24.4 Disclosure is not required if it is incompatible with the provisions of data privacy law or other State legal provisions.

25 Individual and aggregated form of disclosure

25.1 When taking the decision on the disclosure of a pecuniary benefit, pharmaceutical companies should, whenever possible, identify the healthcare professional who is the recipient and name such person upon disclosure to the extent that this is possible with sufficient accuracy and legally permitted within the framework of the following rules.

25.2 Pharmaceutical companies generally have to disclose pecuniary benefits on an individual basis. Wherever possible and legally permitted, they have to disclose all pecuniary benefits paid in the reporting period to clearly identifiable healthcare professionals, with the relevant amounts paid.

25.3 Pharmaceutical companies may disclose pecuniary benefits by category, provided that individual disclosure is only made in justified exceptional cases to the relevant recipients or the competent authorities at their request.

25.4 Pharmaceutical companies may disclose pecuniary benefits which they have granted to healthcare organisations in aggregated form per healthcare organisation (i.e. without identifying individual healthcare professionals who are indirect beneficiaries in this connection), if they demonstrably belong to one of the following categories:

25.4.1 Donations and grants to healthcare organisations, even if such organisation is made up of healthcare professionals;

25.4.2 Contributions to the costs of participation of healthcare professionals within the context of their activity for the healthcare organisation at events, e.g. payment of registration fees, contributions to travel and accommodation costs, regardless of whether the healthcare organisation or a third party retained by it organises the event and regardless of whether the contributions directly benefit the healthcare professional or do so via the healthcare organisation or the retained third party;

25.4.3 Compensation for services and consultancy tasks which a healthcare organisation or a healthcare professional acting on its behalf has performed for the pharmaceutical company under a contractual agreement, in which case the compensation for the agreed service or consultancy task and the compensation for the related costs of the service provider have to be disclosed separately.

25.5 In aggregated form (listing of all the healthcare professionals concerned or of all the healthcare organisations affected), pharmaceutical companies have to disclose direct or indirect pecuniary benefits to healthcare professionals or healthcare organisations as follows:

25.5.1 for each reporting period, the amounts of the pecuniary benefits falling within one of the above categories but which for legal reasons cannot be disclosed individually for each healthcare professional or healthcare organisation;

25.5.2 the number of healthcare professionals covered by the disclosure in aggregated form, the total amount of the pecuniary benefit granted and its percentage distribution between the healthcare professionals concerned.

25.6 Pecuniary benefits for research and development services have to be disclosed by pharmaceutical companies in aggregated form for every reporting period. Costs pertaining to events that are obviously related to research activities can be integrated into this total amount.

25.7 Where a pharmaceutical company has granted a pecuniary benefit which must be disclosed according to the above categories to a healthcare organisation indirectly via a particular professional, this pecuniary benefit need only be disclosed in an overall manner for the healthcare organisation.

25.8 Where a pecuniary benefit for a healthcare professional which must be disclosed is provided indirectly via a healthcare organisation, it need only be disclosed once, but if at all possible individually.

26 Disclosure requirements in terms of content

26.1 In making their disclosures, pharmaceutical companies in principle have to respect the relevant technical criteria pursuant to the EFPIA Code of Practice.

26.2 Pharmaceutical companies must satisfy their obligation of disclosure on their corporate website, which is accessible to the public, either in Switzerland or internationally.

26.3 If the international website of a pharmaceutical company is used for disclosure, the Swiss subsidiary of the pharmaceutical company must ensure that the requirements of this Code are respected.

26.4 In principle, disclosure must be made in German, French and/or Italian; for the indication of the healthcare organisations, their name in the relevant language or languages is to be used. If this obligation cannot be met for good reasons, the respective pharmaceutical companies have to publish their disclosure reports in English.

26.5 As needed, the Code Secretariat will make further recommendations on the practical implementation of the disclosure obligation.

27 Period

27.1 Pharmaceutical companies have to, in each case, disclose the pecuniary benefits which they

have granted to healthcare professionals and healthcare organisations annually for a full calendar year (reporting period).

27.2 Pecuniary benefits have to be disclosed at all times within six months of the end of a reporting period.

27.3 The objective should be to publish the pecuniary benefits between 20 and 30 June every year.

27.4 This information must remain accessible to the public for at least three years after its disclosure.

28 Method of disclosure

28.1 In a summary communication, the pharmaceutical companies must publicly indicate the methods used by them for the disclosure and determination of the pecuniary benefits for each of the categories described in this Code.

28.2 This communication must likewise examine the procedures for multi-annual contracts, the allowance for value added tax, other tax aspects and currency factors, together with further references pertaining to the period and amount of the pecuniary benefits that have to be disclosed pursuant to this Code.

29 Documentation

29.1 Pharmaceutical companies must document their pecuniary benefits to be disclosed and the recipients of these benefits.

29.2 They have to keep the respective records for at least five years after the end of the relevant reporting period.

3 Cooperation with patient organisations and disclosure of pecuniary benefits to such recipients

31 Principles

31.1 Pharmaceutical companies obliged to comply with this Code have to safeguard the independence of patient organisations with reference to their political attitude, their mode of action and their activity. They have to make sure that persons, pharmaceutical companies or organisations retained by them in this connection proceed in the same way.

31.2 All partnerships between patient organisations and pharmaceutical companies must be based upon mutual respect, whereby the views and decisions of both partners are of equal value.

31.3 Pharmaceutical companies may neither require patient organisations to promote certain specific prescription-only medicinal products, nor may they consider corresponding requests made by patient organisations.

31.4 The aims, scope and agreement on support and partnerships must be evidenced in writing and be transparent.

31.5 The aim is for patient organisations to be supported by more than one pharmaceutical company. Pharmaceutical companies may not require patient organisations to provide financial or other support for them as a sole pharmaceutical company, either overall or for their individual projects.

32 Consultancy or service contracts

32.1 Contracts between pharmaceutical companies and patient organisations by virtue of which the latter provide consultancy tasks or services of any kind for the pharmaceutical company are only permitted if such consultancy tasks or services are provided to support healthcare or research and cannot be interpreted as an incentive to recommend, prescribe, acquire, deliver, sell or administer specific medicinal products.

32.2 Pharmaceutical companies may retain representatives of patient organisations as experts for consultancy tasks or services, for instance to attend meetings of consultancy bodies or provide speaker services. Agreements relating to consultancy tasks or services must satisfy the following conditions:

32.2.1 A written contract must be signed in advance which stipulates the nature of the consultancy tasks or services to be provided and provides the basis for the payment of these consultancy tasks or services.

32.2.2 The need for the consultancy tasks or services must be justified and clearly designated and documented before the consultancy task or services are used or agreed.

32.2.3 The conditions for the selection of the consultancy tasks or services must correspond directly to the need specified for them. The persons responsible for the selection of the consultancy tasks or services must have the professional expertise needed to determine whether the proposed specialists from the patient organisations meet these conditions.

32.2.4 The number of consultants and the scope of the consultancy tasks or services must be no greater than is reasonably necessary to satisfy the specified requirement.

32.2.5 The contractually retained pharmaceutical company must record the consultancy tasks and services provided and make expedient use thereof.

32.2.6 Compensation for the consultancy tasks or services must be reasonable and may not exceed the normal market value of such consultancy tasks or services. In this connection, no sham contracts may be concluded to justify payments to patient organisations.

32.2.7 Pharmaceutical companies have to include provisions in their contracts with patient organisations stipulating that the patient organisation must disclose the fact that it has provided paid consultancy tasks or services to the pharmaceutical company whenever it writes or speaks in public on a topic which is the subject of the contract or on other matters which relate to the particular pharmaceutical company.

33 Support for patient organisations

33.1 Where pharmaceutical companies grant financial or other support on a significant scale to a patient organisation, they must agree such support in writing with the patient organisation before it begins.

33.2 The following points in particular must be included in the agreement which is to be signed with due legal validity by both parties:

33.2.1 names of the partner organisations: pharmaceutical company, patient organisation; where appropriate the retained persons, companies or organisations;

33.2.2 description of the nature and purpose of the support;

33.2.3 aims and activities within the framework of the support (events, publications, other);

33.2.4 tasks, rights and obligations of the pharmaceutical company and patient organisation;

33.2.5 if financial support is provided: its amount;

33.2.6 in the case of other kinds of support: nature (payment of the costs of a public relations agency working for the patient organisations, training courses provided free of charge, etc.);

33.2.7 date and duration of the agreement.

33.3 Pharmaceutical companies have to ensure that third parties can clearly recognise that they have provided financial or practical support to one or more patient organisations.

33.4 Pharmaceutical companies must make arrangements for the internal approval of such agreements.

34 Events and hospitality

34.1 Events should be held at appropriate venues conducive to the main purpose of the event. Their choice should be guided primarily by the space and infrastructure availability, with a view to the appropriate performance of the main purpose. Locations which are famous for their entertainment facilities or regarded as extravagant should be avoided.

34.2 All forms of hospitality granted to patient organisations by pharmaceutical companies must be of an appropriate level and subordinated to the main purpose of the event, regardless of whether the event is organised by patient organisations or by pharmaceutical companies.

34.3 Hospitality in connection with events must be confined to the journey, subsistence, accommodation and participation fees.

34.4 Hospitality may only be granted to persons who are entitled to it as participants. In exceptional cases, i.e. in instances where clear health grounds so justify (e.g. handicapped persons), the travel, subsistence, accommodation and participation fees may be paid for an accompanying person who provides care.

34.5 Hospitality may not include the support or organisation of entertainment of any kind (e.g. sport or leisure activities).

34.6 Pharmaceutical companies may not organise or sponsor events which are held outside Switzerland, except in the following cases:

34.6.1 most of the guests come from other countries, making it more appropriate for logistic reasons to hold the event in a different country; or

34.6.2 the determining resources or professional knowledge which constitute the objective or personal reason for an event are available in another country, making it more appropriate for logistic reasons to organise the event there.

35 Use of logos - documents of patient organisations

35.1 Pharmaceutical companies wanting to use logos or other legally protected documents of patient organisations in publications must obtain their prior written consent.

35.2 When asking for this consent, the pharmaceutical company must clearly describe the specific purpose and the publication for which they will be used, and explain how it wants to use the logo or the legally protected documents.

35.3 Pharmaceutical companies may not, in their own commercial interests, attempt to influence the texts in documents of professionals, health care organisations and patient organisations to whom they provide financial or other support; the correction of factual errors, however, is reserved. Pharmaceutical companies may only make a contribution to a text from a fair and balanced scientific perspective if specifically asked to do so by a patient organisation.

36 Disclosure of pecuniary benefits

36.1 Unless stated otherwise in the following sections, the provisions of sections 24 to 29 of this Code also apply to the disclosure of pecuniary benefits paid by pharmaceutical companies to patient organisations.

36.2 Each pharmaceutical company must publish a list of the patient organisations which they have supported financially and/or indirectly to a significant extent in some other way or with which it performs contractual services for this pharmaceutical company.

36.3 This disclosure must contain a description of the support or services provided that is complete in the sense that the average reader can recognise the scale of the support without revealing confidential information.

36.4 In addition to the name of the patient organisation, the following information must be disclosed:

36.4.1 the monetary value of the financial support and the invoiced costs;

36.4.2 the non-monetary benefit received by the patient organisation if a useful monetary value cannot be attributed to the non-financial support;

36.4.3 the total amount paid for a contractually agreed service during the reporting year.

36.5 This information must be published on the pharmaceutical company's national or European website every year, whereby each reporting period has to cover an entire calendar year.

36.6 All pharmaceutical companies must disclose the methods they used to prepare the disclosures and identify support contributions and services.

4 Obligations of pharmaceutical companies when implementing this Code

41 Personnel of pharmaceutical companies

Pharmaceutical companies have to ensure that their personnel who are responsible for the preparation, supervision and approval as well as for the performance of the activities governed by this Code, are familiar and comply with the international codes (IFPMA and EFPIA), this Code and the relevant provisions of Swiss law relating to this Code.

42 Responsible persons at pharmaceutical companies

42.1 Pharmaceutical companies have to ensure that the activities regulated by this Code are approved prior to their practical implementation by an expert (responsible person) employed by the pharmaceutical company or instructed by it, who is designated for this purpose.

42.2 Pharmaceutical companies may entrust this responsibility to different persons, organised according to the subject matter pursuant to sections 1 to 3 of this Code. The responsible person(s) take(s) their decisions independently of the marketing and sales interests of the pharmaceutical company.

42.3 Pharmaceutical companies have to provide the names of this (these) person(s) to the Code Secretariat.

43 Information for the Code Secretariat about disclosure platforms

43.1 Pharmaceutical companies have to inform the Code Secretariat at all times of the platforms (websites) on which they perform their disclosure obligations pursuant to this Code.

43.2 They likewise have to inform the Code Secretariat without delay of important modifications to these platforms.

5 Supervision of compliance with this Code

51 Code Secretariat

51.1 scienceindustries entrusts an appropriate healthcare professional (as a rule a physician) who is independent from the pharmaceutical companies to direct the Code Secretariat[10]. It also appoints a person with comparable qualifications as their substitute.

51.2 The Code Secretariat is attached to the scienceindustries secretariat for administrative purposes.

51.3 The Code Secretariat must ensure the objective and impartial supervision of the work and activities subject to this Code that are performed or arranged by the pharmaceutical companies and their duties as prescribed in section 4 of this Code.

[10]The Code Secretariat is also responsible for the supervision of the Code of Conduct of the Pharmaceutical Industry in Switzerland (Pharma Code).

51.4 It must carry out spot checks to monitor the performance of the disclosure obligations of pharmaceutical companies pursuant to this Code.

51.5 In particular, the Code Secretariat must ensure that:

51.5.1 Pharmaceutical companies which have demonstrably acted in breach of the Code cease such conduct or, if that is impossible in view of the concrete circumstances, give a guarantee that conduct in breach of the Code will cease in future;

51.5.2 Differences of opinion between the participants involved in a procedure are settled by joint agreement through mediation.

51.6 The Code Secretariat performs the administrative activities necessary for supervision, supported by the scienceindustries secretariat.

51.7 It keeps the pharmaceutical companies regularly informed of decisions on implementation (without naming pharmaceutical companies or specific prescription-only medicinal products) and of experiences made with practical implementation which is of general interest.

51.8 It publishes an annual report on its activities[11].

51.9 scienceindustries provides the necessary secretariat infrastructure for the appointed person.

52 Notifications

52.1 The Code Secretariat investigates, either on its own initiative or upon receiving notification, alleged breaches of the Code.

52.2 Anyone may notify the Code Secretariat of circumstances which are suspected to be in breach of the Code.

52.3 The Code Secretariat acts upon notifications if they are made in writing and the charge is founded. If necessary, it may ask the notifying person or unit to supplement or document their substantiation and set an appropriate deadline for doing so.

52.4 The Code Secretariat will not respond to anonymous or manifestly unfounded notifications. It cannot respond to complaints that primarily or mostly pursue a commercial interest.

52.5 To clarify notifications, the Code Secretariat may request documents from the relevant pharmaceutical companies and set an appropriate deadline for them to comply; it may also put questions to their staff or appointed agents.

53 Procedure adopted by the Code Secretariat

53.1 If the Code Secretariat itself opens a case, it has to inform the pharmaceutical company concerned in writing of the conduct found to be in breach of the Code, stating its reasons.

53.2 If a suspected breach of the Code is notified to the Code Secretariat, it forwards a complete copy of the notification to the pharmaceutical company concerned at the earliest opportunity.

53.3 The Code Secretariat gives the pharmaceutical company concerned the opportunity to state a written opinion, setting a reasonable deadline for it to do so.

53.4 If the procedure cannot be settled by consensus in writing, the Code Secretariat may invite the parties to verbal negotiations.

53.5 The Code Secretariat sets down the outcome of the negotiations, together with a summary of the arguments, in writing for the attention of the parties.

53.6 If the pharmaceutical company concerned acknowledges the conduct in breach of the Code, it has to desist from such conduct and confirm that fact in writing to the Code Secretariat.

[11] https://www.scienceindustries.ch/en/article/12674/annual-reports-of-the-codes-secretariat

53.7 The Code Secretariat sets deadlines for the remedial measures to be taken and for their written confirmation. These deadlines have to be commensurate with the severity of the breach of the Code.

54 Serious breaches of the Code

54.1 Should the Code Secretariat consider a breach to be patent and serious, it has to, as soon as possible, issue a written summons to the pharmaceutical company to discontinue the conduct contrary to the Code and to guarantee that it will desist from such conduct in future. It sets the pharmaceutical company concerned a short deadline for these remedial measures to be undertaken and for a written confirmation that this has been done.

54.2 Should the pharmaceutical company concerned provide credible evidence within the stipulated deadline that there has been no breach or no serious breach of the Code, the Code Secretariat will review the matter as appropriate.

55 Procedure for unresolved cases

55.1 Should the pharmaceutical company concerned fail to comply within the set period with the ruling of the Code Secretariat, or should it decline to do so or fail to comply with its confirmation pursuant to sections 53.6 or 54.1 of this Code, the Code Secretariat may refer the matter to the appropriate State authority for a judgement after a warning to comply has not been respected.

55.2 At the same time, the Code Secretariat will inform the pharmaceutical company or the person who reported the breach of the Code to the Code Secretariat in writing.

56 Duration of the proceedings

56.1 Proceedings according to this Code have to be completed within the shortest possible deadline. They may not last for more than one month.

56.2 In justified cases, the Code Secretariat may extend the duration of the proceedings by a reasonable length of time.

56.3 The proceedings commence on the date when the Code Secretariat receives notification of a charge, or on the date when a case is opened by the Code Secretariat.

56.4 The duration of the procedure ends upon the date of receipt of timely confirmation by the pharmaceutical company concerned that it will comply with the request of the Code Secretariat or the outcome of the consensus settlement to the proceedings recorded by the Code Secretariat and will cease in a timely manner its conduct in breach of the Code and guarantees that it will desist from such conduct in future.

56.5 If cessation of the breach of the Code is not possible in the light of the concrete circumstances, the pharmaceutical company must guarantee in writing to the Code Secretariat that it will desist from such conduct in future.

56.6 The Code Secretariat and the parties to the proceedings will use their best endeavours to ensure that the proceedings can be brought to a speedy conclusion.

56.7 If the proceedings cannot be concluded by the specified time limit, the case will be deemed to be unresolved (section 55 of this Code).

57 Proceedings before the State authorities or courts

57.1 If pharmaceutical companies refer conduct which they deem to be in breach of the scope of this Code or suspect in this connection to constitute a breach of State law to a State authority or to a court, the Code Secretariat will suspend any proceedings which have already been opened for as long as none of the participating pharmaceutical companies ask for the proceedings to be terminated.

57.2 The Code Secretariat will refrain from any participation in proceedings which pharmaceutical companies bring before a State authority or a court.

6 Consultative activity of the Code Secretariat

61 To safeguard its independence in the assessment of notifications of suspected breaches of the Code, the Code Secretariat will not assess any forms of conduct, documents or publications governed by this Code before they have been implemented or circulated by the pharmaceutical companies.

62 On request, it will provide information about the interpretation of provisions of this Code, without determining the accuracy of certain statements made in the documents or publications of a pharmaceutical company.

7 Code Committee

71 Formation and membership

71.1 In consultation with the associations designated in the Preamble, the scienceindustries secretariat appoints a committee to advise the Code Secretariat (Code Committee).

71.2 The Code Committee consists of a maximum of fifteen professionals who are competent and experienced in the scope of this Code (especially medicine, pharmacy, marketing, promotion and law).

71.3 At least three members of the Code Committee may not be employees or representatives of pharmaceutical companies.

71.4 A member of the scienceindustries secretariat will be appointed to chair the Code Committee. The scienceindustries secretariat handles the administrative matters of the Code Committee.

71.5 In all other respects, the Code Committee constitutes itself at its own discretion.

72 Activities

72.1 The Chairman convenes a meeting of the Code Committee at least once every year.

72.2 Based on the Code Secretariat's annual report and other reports concerning its enforcement activity and questions of interpretation of this Code, the Code Committee advises the Code Secretariat.

72.3 Comprehensive revisions of this Code must be submitted to the Code Committee before being adopted.

8 Final provisions

81 Amendments

81.1 Where Swiss State law undergoes changes which have an immediate impact on this Code, or if IFPMA or EFPIA change particular provisions of their codes which are referred to in the Preamble to this Code as the basis for the latter in a manner which is binding for the national associations affiliated to them, scienceindustries has to reach agreement with the partner associations referred to in the Preamble on a suitable amendment to this Code.

81.2 Prior to the enactment of such changes, the associations cited above will hold a consultation of the pharmaceutical companies that have signed the declaration of compliance with this Code.

81.3 Should the international pharmaceutical associations (IFPMA and EFPIA) adopt annexes to their codes and explicitly declare these to be binding, these will have to be considered in the implementation of this Code, which may lead to changes that have to be integrated into this Code without any further consultations.

81.4 scienceindustries determines in agreement with the partner associations referred to in the

Preamble the date on which such amendments will enter into force.

82 Entry into force and transitional provisions

82.1 The Pharma Cooperation Code entered into force on 1 January 2014.

82.2 The version of this Code revised on 14 May 2020 shall enter into force on 1 January 2021.

83 List of obligated pharmaceutical companies

scienceindustries publishes a list of the pharmaceutical companies that have undertaken to comply with this Code by signing the declaration (Annex).

Annex

Code of Conduct of the Pharmaceutical Industry in Switzerland on Cooperation with Healthcare Professional Circles and Patient Organisations (Pharma Cooperation Code)

Declaration

The pharmaceutical company cited below hereby declares, independently of its membership of any of the associations named in the Preamble, that it will comply with the rules of this Code and respect the instructions given by the Code Secretariat.

Name of the pharmaceutical company:

Address:

Date:

Stamp and legally binding signature(s):

– Chief Executive Officer:

– Responsible person(s) (section 42 of the Pharma Cooperation Code):