CODE OF GOOD PRACTICE (GUIDELINE FOR ETHICAL INTERACTION) FOR LEGAL AND NATURAL PERSONS THAT SELL OR MARKET TO THE OPTHALMOLOGICAL PROFESSION (THE "OPHTHALMOLOGICAL TRADE")

1. INTRODUCTION

1.1 Sustaining a healthy working relationship between the Ophthalmological Profession and the Ophthalmological Trade is essential not only for the successful future of the Profession, but the continued welfare of its patients.

1.2 The Ophthalmological Profession is regulated by a strict set of ethical professional standards, which are vigorously enforced by the Health Professional Council of South Africa ("HPCSA"). In order to maintain a healthy working relationship with the Ophthalmological Trade, it is necessary to extend the scope and sanction of similar ethical standards to the individuals and entities that form part of the Ophthalmological Trade.

1.3 It is the opinion of the Executive Committee ("EXCO") of the Ophthalmological Society of South Africa ("OSSA") that unethical behaviour by the Ophthalmological Trade, such as corrupting a particular ophthalmologist for its own financial gain, only has the effect of sanction against the ophthalmologist by the HPCSA, leaving the particular corrupting entity and/or individual free of regulation or sanction and in a position to further corrupt the Ophthalmological Profession. Regulation of the ethical standards of the Ophthalmological Trade and sanction in case of its breach is essential for a sustained working relationship and it is for this reason that this Code of Good Conduct (the "Code") is created.
2. HOSPITALITY AND MEETINGS, INCLUDING CPD EVENTS

2.1 General

2.1.1 The Ophthalmological Trade is forbidden to pay registration fees, travel or accommodation expenses directly to ophthalmological professionals to attend medical or scientific congresses, conferences, seminars or new product launches in the Republic of South Africa.

2.1.2 The provision of hospitality may, in certain circumstances, include the payment of reasonable, actual travel costs or other related expenses incurred by delegates when attending meetings within the Republic of South Africa. Such payments may only be made to professional associations organizing the event and may not be made directly to the ophthalmological professional. These payments must be invoiced and recorded by the relevant professional association organizing the event.

2.1.3 The payment of travel expenses and the like for persons accompanying the delegate is not permitted. Spouses and other accompanying persons, unless qualified in terms of 2.1.7 below, may not attend the actual meeting and may not receive any associated hospitality at the company’s expense. The entire costs which their presence involves is the responsibility of those they accompany.

2.1.4 The payment of reasonable honoraria and reimbursement of out of pocket expenses, including travel, for speakers, is permissible.
2.1.5 The meeting must have a clear educational content.

2.1.6 The hospitality associated with the meeting must be secondary to the nature of the meeting, must be appropriate and not out of proportion to the occasion.

2.1.7 Any hospitality provided must not extend to spouses and other persons unless that person is a member of the health profession or appropriate administrative staff and qualifies as a proper delegate or participant at the meeting in their own right.

2.1.8 Administrative staff may be invited to meetings where appropriate.

2.1.9 Meetings may be held to launch new products to the health professions but no sponsorship of travel or accommodation costs for attendance may be made.

2.2 Certification of meetings

The Ophthalmological trade must ensure that all planned meetings are audited to see that they comply with the Pharmaceutical Industry Association of South Africa’s Code of Practice.

2.3 Payment of room rental

Payments may not be made to doctors or groups of doctors, either directly or indirectly, for rental for rooms to be used for meetings.

2.4 Sponsorship and reports of meetings
When meetings are sponsored by the Ophthalmological Trade, that fact must be disclosed in the papers relating to the meetings and in any published proceedings. The declaration of sponsorship must be sufficiently prominent to ensure that readers are aware of it at the outset.

2.5 Notwithstanding the provisions of clause 2.1, 2.2, 2.3 and 2.4, the Ophthalmological Trade may sponsor a member of the ophthalmological profession to attend an international conference and/or course, provided that the selection of such member:

2.5.1 shall preferably be done in collaboration with the relevant ophthalmological sub-specialities;

2.5.2 shall be done in an open and transparent manner; and

2.5.3 shall in no manner whatsoever serve as a reward, gift or inducement as provided in clause 3.1.

3. GIFTS AND INDUCEMENTS

3.1 No gift, benefit in kind, rebate, discount, kickback or any other pecuniary advantage shall be offered or given to members of the ophthalmological profession, administrative staff, government officials, or the general public as an inducement to prescribe, supply, stock, dispense, administer or buy any medicine.

3.2 Clause 3.1 does not prevent the provision of medical and educational goods and services, which will enhance patient care or benefit the South African Health System. The provision of such goods or services must not be done in such a
way as to be an inducement to prescribe, supply, administer or buy any medicine. They must not bear the name of any medicine, but may bear a corporate name.

3.3 Clause 3.1 does not prevent the Ophthalmological Trade from sponsoring entertainment for the congress delegates at an official congress organised under the auspices of the Ophthalmological Profession.

3.4 Clause 3.1 does not prevent either the Ophthalmological Trade nor the Ophthalmological Profession from providing each respective party with entertainment within the ordinary course of business and which does not exceed the amount of R600-00 per individual.

3.5 Medical representatives may provide administrative support in relation to the provision of a screening service, but must not be present during the actual screening and must not discuss nor help interpret individual clinical findings.

3.6 Items provided on long term or permanent loan to a doctor or a practice are regarded as gifts and are subject to the requirements of this clause.

3.7 Gifts must be

3.7.1 Inexpensive and

3.7.2 relevant to the recipients' work.

An inexpensive gift means one which has cost the donor company no more than R500-00 (including VAT), per person or such other amount as determined by the OSSA EXCO from time to time.
4. **STATUTORY PROFESSIONAL COUNCILS (HPCSA) RULES**

4.1 Ophthalmologists should not ask for or accept any material rewards, except those of insignificant value, from the Ophthalmological Trade.

4.2 The Ophthalmological Trade should not in any way provide material awards, services or any other benefit to ophthalmologists where these are in contravention of the HPCSA’s ethical rules.

5. **TERMS OF TRADE**

Schemes that enable healthcare professionals to obtain personal benefits, for example gift vouchers, in relation to the purchase of medicines are unacceptable even if they are presented as alternatives to financial discounts.

6. **COMPETITIONS AND QUIZZES**

The maximum acceptable cost to the donor of a prize in a promotional competition is R5 000.00 (including VAT) or such other amount as determined by the OSSA EXCO from time to time.

7. **SAMPLES**

The supply of samples for promotional purposes is not permitted under the Medicines Act.
8. PROMOTION

8.1 The telephone, SMS, email, telex or facsimile machines must not be used for promotional purposes, except with prior permission of the recipient;

8.2 promotional material must not be disguised; and

8.3 market research activities, post-marketing surveillance studies, clinical assessments and the like must not be disguised as promotion.

9. LIABILITY

9.1 By signing this Code the entity and/or individual forming part of the Ophthalmological trade, hereby undertakes to adhere to the rules and ethical standards and the respective sanctions prescribed by the Code.

9.2 In the event of breach by an entity and/or individual forming part of the Ophthalmological trade of any of the prescribed rules and/or ethical standards contained in this Code, the following sanctions shall apply to the breaching entity/and or individual;

9.2.1 OSSA will inform its members, the Ophthalmological profession and the remainder of the Ophthalmological trade of the breach;

9.2.2 the breaching entity and/or individual will be denied access to any conference and/or trade expo organised by OSSA; and

9.2.3 OSSA shall encourage its members not to support the breaching entity and/or individual financially and otherwise.
9.3 Sanctions shall not be limited to those contained in clause 9.2.

9.4 In the event that the entity and/or individual forming part of the Ophthalmological trade disputes;

9.4.1 that is in breach of any of the prescribed rules and/or ethical standards contained in this Code as provided for in clause 9.2; and/or

9.4.2 the sanction imposed on it, or the nature and extend thereof as provided for in clause 9.2.1, 9.2.2, 9.2.3 and 9.3;

such dispute shall be referred to the HPCSA for review, whose decision shall be final.

10. **AMENDMENTS AND ADDITIONS TO CODE OF CONDUCT**

Any amendments, variations or cancellations of this Code of Conduct shall be in writing and signed by all parties.
I, ____________, on behalf of and duly authorised thereto by

_________ hereby agree that ______ will be bound to

the terms of this Code.

Signed at ________________ on this ____ day of ______________ 20__

Capacity:

I, ________________, on behalf of and duly authorised thereto by OSSA hereby
agree that OSSA will be bound to the terms of
this Code.

Signed at ________________ on this ____ day of ______________ 20__.

Capacity ______________________