

EDITION 23



# PHAMA CODE OF PRACTICE FOR PRESCRIPTION (ETHICAL) PRODUCTS

 **PhAMA**  
Pharmaceutical Association of Malaysia

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## INTRODUCTION

The PhAMA Code of Practices ("Code") was first drawn up and adopted by the members of Pharmaceutical Association of Malaysia ("PhAMA" or "Association") ("Member Companies") in 1978. It undergoes constant reviews by the Association and the Code has been amended and updated from time to time where necessary.

Notwithstanding any provision made under the Code, all activities under the Code shall conform to all existing and relevant government guidelines and legislation governing the practice of the Pharmaceutical Industry. The Code must be read together with the existing laws. It is the responsibility of Member Companies to apply the more stringent law and/ or regulation.

The Code owes its existence to the determination of the Association to voluntarily secure the acceptance and adoption of high standards of conduct in the marketing of pharmaceutical products which the industry makes available for prescription purpose to the public. For this reason, Member Companies have concurred in the promulgation of the Code and submitted to its restraints.

The Complaint Procedures, which sets the procedures, time frames and solutions for the complaint lodged, is outlined in the Code.

The Code also includes explanatory notes to amplify the text and interpretation of the Code in some instances.

PhAMA shall be responsible for receiving and notifying the relevant parties of the complaint. Case Review Panel and/ or Appeal Review Panel shall be formed to deliberate on unresolved complaints, making decisions on each of them. PhAMA shall be responsible to communicate these decisions to the relevant parties and Ethics Committee.

Therefore, the major sanction against any Member Companies that transgresses the Code is adverse publicity.

The objective of the Code is to provide as clear as possible guidelines in disseminating accurate, fair and objective information to the medical and allied health professions so that rational prescribing decisions can be made. In so doing, Member Companies are obliged to adopt the high standards of conduct and professionalism in the marketing of pharmaceutical products.

There are obvious difficulties in drawing up exacting standards for the Code, especially where the success of application of the Code depends not only on strict adherence by Member Companies, but also the co-operation of non-members and the medical and allied health professions. Self-discipline and restraints are an integral part of the Code, which must be applied not only in spirit but also to the letter.

Companies outside the Association (also known as "non-members") are strongly recommended to accept and observe the Code to ensure the highest industry standard are upheld.

This Code supersedes the previous Code. There is a separate Code that regulates over-the-counter ("OTC") products.

# PROVISION OF THE CODE

## 1. OBJECTIVE & SCOPE

### 1.1. Objective

The Code sets out standards for Member Companies' interactions (both promotional and non-promotional nature of communication and engagement) with healthcare professionals, healthcare institutions and patient organizations.

### 1.2. Scope

The Code covers the interactions between Member Companies with the following parties:

- Healthcare professional (HCP) who are any member of the medical, dental, pharmacy or nursing professions or any other person who in the course of his or her professional activities may prescribe, recommend, purchase, supply or administer a pharmaceutical product
- Public and private Healthcare Organization (HCO) that comprises HCP and/ or their employees that provide healthcare related services or research
- Patient organization which are not-for-profit institution that primarily represents the interests and needs of patients, their families and and/ or caregivers

### 1.3. Out of Scope

The Code does not regulate the following activities:

- Promotion of self-medication products that are provided "over-the-counter". Refer to PhAMA Code of Conduct for Non-Prescription (OTC) Products
- Pricing or other trade terms for the supply of Products
- Conduct of clinical trials
- Public Disease Awareness Campaigns. Refer to Medicines Advertisement Board guidelines and policy and
- Interactions with HCPs employed by Third party vendors (non-HCO) paid to perform services for Member Companies

### 1.4. Abbreviations, Terms and Definition

#### 1.4.1. Abbreviations

AGM	Annual General Meeting
API	Abbreviated Prescribing Information
CME	Continuing Medical Education
Code	PhAMA Code of Pharmaceutical Marketing Practices
HCO	Healthcare Organization
HCP(s)	Healthcare Professional(s)
INN	International Non-proprietary Names
MAH	Marketing Authorization Holder
MASc	Medicines Access Scheme
MMA	Malaysia Medical Association
MOH	Ministry of Health
MPS	Malaysia Pharmacists Society
OTC	Over-the-counter
PhAMA (or the Association)	Pharmaceutical Association of Malaysia
PI	Prescribing Information
PSP	Pharmacy Services Programme

#### 1.4.2. Terms and Definitions

TERM	DEFINITION
Blitz	A highly concentrated activity made to attract attention, create buzz and raise awareness quickly in a specific timeframe
Digital Channel	Platforms for electronic communication through transmission of digital content over the internet or computer networks. Include but are not limited to social media
Entertainment	Non-scientific activities that go beyond the necessities of running a scientific meeting such as sightseeing tours, musical or theatrical performances or leisure activities
Event	A broad term covering gatherings of several HCPs and others. It includes congresses, symposia, meetings etc. and may involve from just a few to many thousand participants
Grant	Provision of financial support
Healthcare Professionals (HCP)	Defined in the IFPMA Code as any member of the medical, dental, pharmacy or nursing professions or any other person who in the course of his or her professional activities may prescribe, recommend, purchase, supply, or administer a pharmaceutical product. National Codes may adapt the definition because of local legislation or to accommodate local roles and practices in healthcare
Hospitality	Food, drink and accommodation
International Meeting	A meeting that involves delegates from several countries. It may be regional or worldwide. A truly international meeting actively seeks and receives delegates from several countries. A meeting with the large majority of delegates from one country is unlikely to be considered as truly international
Lavish	An impression of luxury, opulence or extravagance irrespective of the actual price paid
Location	Geographical place where a meeting is held
Medical Education	Includes Continuing Medical Education. The wide range of activities which medics and other health professionals must undertake to ensure that their medical knowledge is adequate and kept current for their responsibilities. Activities include meetings, congresses, on-line training, courses, preceptorships etc. These may be organized by various bodies such as medical societies, academic institutions, healthcare organizations, specialist companies and pharmaceutical companies. Various accreditation schemes for medical education activities exist in different countries and for different medical specialties. Continuing Professional Development is similar but incorporates development areas beyond medical matters
Meeting	An organized assembly of people for a particular purpose including formal discussion

TERM	DEFINITION
Member Company	Any company that is a member of PhAMA members including any appointed third parties representing the Member Company
Modest	Not extravagant in impression or actual cost. National Codes and company policies may give guidance on what is likely to be considered as modest e.g. by quoting monetary limits or through case reports
Pharmaceutical product (Product)	Any pharmaceutical products, either Group B or Group C, or biological product (irrespective of patent status and/ or whether it is originator/ generic or not) which is intended to be used via prescription, or under the supervision of a HCP, and which is intended for use in the diagnosis, treatment or prevention of human diseases, or to affect the structure or any function of the human body
Promotion	Any activity undertaken (or material prepared) by a Member Company or any third party acting on behalf of the Member Company which is directed at HCPs to promote the prescription, recommendation, supply, administration or consumption of its pharmaceutical product(s) through all media, including the internet
Social Media Platforms	<p>Digital channels for interaction in social networks. This includes websites or applications such as Facebook, X, Thread, LinkedIn, YouTube, Instagram, chat rooms, blogs, and other online forums. Social media allows users to interact in real time, including posting, liking, commenting, and sharing.</p> <p>A social media channel can be an "open" channel with unrestricted access for the general public, or a "closed" channel for a specific audience and with access control (i.e., where verification of the credentials of the participants is required before granting access). Examples of a closed social media channel are:</p> <ul style="list-style-type: none"> <li>• A social media channel on a Member Company's intranet where access is restricted to the Member Company's own employees</li> <li>• A social media channel created or supported by a Member Company where access is restricted to selected third party stakeholders (e.g., only selected HCPs or patients interested in a particular subject)</li> </ul>
Sponsorship	Providing monetary or other support for an event. This includes direct grants to the organizers, hiring exhibition space, payments for other services and activities connected with the event or otherwise supporting the event through a transfer of value
Venue	The building where the event takes place. Usually venues are conference center, business hotels, hospital training centers or other business or medical facilities

## 2. GENERAL PRINCIPLES

Member Companies shall adhere to the following principles when interacting with the following parties / matters:

Parties / Matters	Principles to be upheld
Patient	Prioritize the healthcare and well-being of patients
HCP/ HCO	<ul style="list-style-type: none"><li>• Always uphold high standards of ethics &amp; integrity</li><li>• Do not inappropriately influence or induce HCPs' prescribing practices</li></ul>
Patient Organization	<ul style="list-style-type: none"><li>• Clearly disclose support and avoid influencing patient organizations' independence</li></ul>
Promotions	<ul style="list-style-type: none"><li>• Be ethical, balanced, accurate, substantiated and not mislead</li><li>• Promotions should be transparent and not be disguised</li></ul>
Interactions	<ul style="list-style-type: none"><li>• Focused on informing HCPs about Products, providing scientific and educational information, supporting medical research and education</li><li>• Intended to benefit patients and enhance practice of medicines</li></ul>

## 3. PRE-APPROVAL AND OFF-LABEL COMMUNICATIONS

- 3.1. No Product shall be promoted in Malaysia until the requisite regulatory approval for marketing for such use has been obtained.
- 3.2. This provision is not intended to prevent the right of the scientific community to be fully informed on scientific and medical progress via scientific exchanges or pre-approval access programs. It is not intended to restrict a full and proper exchange of scientific information of a Product, including appropriate dissemination of investigational findings in scientific media and at scientific conferences. Please refer to Section 5.1.8 Dissemination of Information for Unapproved Products or Indications.

## 4. STANDARDS OF PROMOTIONAL MATERIALS

This section applies to materials printed or used in digital channels or social media platforms during interactions with HCPs.

### 4.1. Accurate and Not Misleading

- 4.1.1. Shall be complete, not by suppressing zeros or presenting unusual scales.
- 4.1.2. Shall state that it is adapted from a publication (if done so), be clear and not distorted.

### 4.2. Claims & Comparisons

- 4.2.1. Superlatives and unsubstantiated "hanging" comparatives shall not be used.
- 4.2.2. The word "safe" shall not be used.
- 4.2.3. The word "new" shall not be used to describe any Product or presentation that is generally available, or any therapeutic indication for which the Product/ indication has been registered/ approved in Malaysia for over 18 months.

- 4.2.4. Comparisons between different Products shall be substantiated and not disparaging either directly or by implication.
- The use of other companies' Products unique attributes (e.g. brand colors) shall not be allowed.
  - Only generic names shall be used. Brand names of Products of other companies shall not be used unless prior consent of the proprietors has been obtained.

4.2.5. Clinical and scientific opinions of HCPs shall not be disparaged either directly or by implication.

### 4.3. **Core Elements**

4.3.1. The following shall be applicable to all printed and digital materials (including any links or product-related websites). The materials (except for reminder promotional material, refer Section 4.3) shall include:

- i. Product brand name
- ii. Generic name or International Non-proprietary Names (INN)
- iii. Name and address of Marketing Authorization Holder and/ or official marketing agent
- iv. Date of material production
- v. Prescribing information (PI) and/ or abbreviated prescribing information (API) which should include the approved indication(s) together with the dosage and method of use and a succinct statement of the contraindications, precautions and side effects (Member Company may opt to have the latest PI and/ or API accessible via QR code or any other digital link/ apps of choice. Each QR Code or any other digital link shall reflect the most current PI or API information for reference purpose)
- vi. "For Healthcare Professionals Only" disclaimer
- vii. "Please refer to the full prescribing information before prescribing" disclaimer.

4.3.2. A minimum font of size 6 shall be used for printed materials.

4.3.3. Any materials for HCP should be limited to HCP access only.

### 4.4. **Reminder Promotional Materials**

4.4.1. A "reminder" promotional material is defined as a material containing only the name of the product, product tagline, or a simple statement of indications to designate the therapeutic category of the product.

4.4.2. For "reminder" advertisements, "abbreviated prescribing information" as referred to in Section 4.3 Core Elements may be omitted.

### 4.5. **Approvals and Dissemination**

4.5.1. Promotional materials shall only be disseminated to the intended persons, in compliance with local laws and regulations, including but not limited to data privacy law.

4.5.2. All promotional materials shall only be issued by authorized personnel from the medical/ regulatory department of the Member Companies.

4.5.3. Member Companies shall take due diligence to ensure that promotional materials (including digital materials) are not directly accessible by the public and non-intended persons. Member Companies shall, as far as reasonably practicable, ensure that controls are in place to limit access only for HCPs.

4.5.4. Pricing information shall not be used inappropriately in promotional materials.

## 5. INTERACTIONS WITH HEALTHCARE PROFESSIONALS

### 5.1. Events and Sponsorships

#### 5.1.1. Objectives

- 5.1.1.1. This section applies to local and international Event organized, participated or sponsored by Member Companies, whether physical or virtual.
- 5.1.1.2. Purpose and focus of Events shall be to provide scientific or educational information and/ or inform HCP about Products.

#### 5.1.2. Appropriate Venue and Location

- 5.1.2.1. All Events shall be held in an appropriate venue conducive to the scientific or educational objective and purpose of the Event. Venue selection should be secondary to the meeting objective.
- 5.1.2.2. No Member Companies shall organize an event for HCP that take place outside of Malaysia, where majority of the attendees are Malaysians.
- 5.1.2.3. Venue shall:
  - Be able to withstand public and professional scrutiny
  - Comply with standards of ethics and compliance
  - Be appropriate for the meeting (e.g. adequate facilities for the number of attendees/ good internet access, be specifically purposed for business events (such as convention centers))
  - Be located to minimize travel for majority of the attendees
  - Have adequate security
- 5.1.2.4. Below are non-exhaustive examples of venues that are not appropriate:
  - Venues that are lavish and extravagant
  - Renowned for golf/ spa/ gaming activities
  - Resorts
  - Islands which are not accessible by land transport and are highly associated with leisure and entertainment (for events held in Malaysia)
- 5.1.2.5. Exception is allowed if there are no other alternative venues within the vicinity that offers the required facilities for the purpose of dissemination of scientific knowledge. The onus lies on the organizers to better plan their meetings and retain documentations of reasonable justification.

#### 5.1.3. Meals

- 5.1.3.1. Meals and/ or refreshments provided to HCPs during business meetings and incidental to Events (physical, virtual or hybrid) shall adopt a risk-based and principle-based approach as meals are secondary to the interaction. Member Companies shall set their own internal guidance to mitigate the risk of inappropriate influence.
- 5.1.3.2. Meals and/ or refreshments may be provided:
  - If they are modest and reasonable by local country standards including but not limited to price and quantity
  - For the purpose of consumption during the Event
  - As per Member Companies internal guidance on value/ limits
- 5.1.3.3. For virtual meetings, provision of meal shall only be allowed if the HCP is attending the virtual meeting from their workplace/ clinic/ office.
- 5.1.3.4. Food vouchers shall not be allowed.

#### 5.1.4. **Travel and Accommodation**

- 5.1.4.1. Travel and/ or accommodation provided to HCPs sponsored for Events shall adopt a risk-based and principles-based approach as they are secondary to the interaction. Member Companies shall act in good faith and in accordance with the spirit of the Code.
- 5.1.4.2. For travel, only return travel arrangement to the Event destination is covered. For flight time below 6 hours, only basic economy travel shall be covered.
- 5.1.4.3. Accommodation provided shall comply with Section 5.1.2 Appropriate Venue and Location.

#### 5.1.5. **Guest**

Member Companies shall not pay any costs associated with individuals accompanying invited HCPs.

#### 5.1.6. **Entertainment**

- 5.1.6.1. Entertainment, leisure or social activities provided or paid by Member Companies shall not be allowed. This includes but not limited to tours, sports/ e-sports, massage/ spa, performance (including cosplay), music bands, appearance by high-profile/ renowned local or international personality.
- 5.1.6.2. Notwithstanding the above, modest activities related to direct scientific educational content delivered through quizzes, games, virtual-reality, apps or websites are allowed. Background music, or incidental performance such as those offered by the food and beverage facility as part of dinner package or hotel events are allowed.
- 5.1.6.3. For third party Events where entertainment is present, Member Companies should not be involved in the planning, sponsoring, or participation in the entertainment aspect of the Event.

#### 5.1.7. **Other Activities**

Lotteries/ lucky draws shall not be part of symposia/ exhibitions/ company-organized meetings. Promotions shall not include elements of chance or a mix of elements of chance.

#### 5.1.8. **Dissemination of Information for Unapproved Products or Indications**

##### 5.1.8.1. **Local Meetings**

Dissemination of scientific information for unapproved Products, or unapproved indications of registered Products at local meetings may be undertaken by Member Company provided:

- Shall not be disguised as promotion
- Shall not display/ distribute (directly or indirectly) as materials at exhibition booths
- No brand name is mentioned
- Declared that the compound or indication is still unapproved in Malaysia
- Organized by medical/ regulatory department, which includes:
  - ~ Advisory board meetings
  - ~ Upon request for early access program or clinical trials
  - ~ Upon request by regulatory body
  - ~ For any other meetings inclusive of symposia or congress, dissemination of scientific information of unapproved products or indication should be kept to a minimum
- Based on verifiable (e.g. poster/ abstract/ publication) data or peer reviewed reprints

### 5.1.8.2. International Third party Events

At international third party Events held in Malaysia, information disseminated may refer to Products not registered in Malaysia, or which are registered under different conditions, provided:

- A significant proportion of the speakers and attendees from countries other than Malaysia (refer Section 5.1.9.1.(a) International Event (held outside Malaysia))
- Accompanied by a clear statement indicating the product/ indications/ dosage form is not registered in Malaysia, and that registration conditions may differ internationally

### 5.1.9. Sponsorships

#### 5.1.9.1. HCP Sponsorship

The following applies to HCP sponsorship to local and international Events (physical and virtual) organized by Member Companies or third parties:

- Shall not be conditional upon an obligation to prescribe, recommend, purchase, supply, administer or promote any pharmaceutical product
- No compensation to HCP for time spent in attending the Event
- Event complies with the requirements in this Code as described in Section 5.1. Events and Sponsorship
- Limited to travel (for physical), meals, accommodation and registration fees
- For international third party events (physical or virtual), a maximum of twice per year/ company for sponsorship of each HCP. No limits for Events held in Malaysia (international or local events)
- Sponsorship from either a local representative entity or the regional/ global body is considered as sponsorship from the same entity

#### (a) International Event (held outside Malaysia)

##### i. Member Companies organized Events

- No Member Companies shall sponsor HCP to Event that take place outside of Malaysia, where majority of the attendees are Malaysians.
- Due to regional clustering and efficiencies, Member Companies may support regional company-organized events held outside of Malaysia and may directly facilitate HCP's attendance including arrangement of reasonable travel and accommodation support.

##### ii. Third party Events

- For third party international events held outside Malaysia, Member Companies shall be allowed to sponsor Malaysian HCPs to the Event provided that above criteria are met.
- Member Companies shall be allowed to sponsor Malaysian HCP to third party international Events provided that criteria under Section 5.1.9.1 HCP Sponsorship are complied with.
- Any financial support (in the form of sponsorship, donations and/ or gifts) to HCP societies or HCO social event e.g. AGM, annual/ gala dinner, family day, sports day, etc. shall not be allowed. For charitable events, refer to Section 9 Grants & Donations.

#### (b) Local Event

Member Companies shall refrain from sponsorship of travel and/ or accommodation for HCP attending Events within the HCP's state of practice. Exceptions should be assessed based on accessibility and distance from Event venue, and timing/ agenda. Member Companies must act in good faith and in accordance with the spirit of the Code.

### 5.1.9.2. **Event Sponsorship**

- For third party Events, sponsorship shall only be allowed for the scientific meeting portion of the Event, which must be at least 75% of the total agenda. Sponsorship of annual general meeting (AGM) shall not be allowed.
- Participation or sponsorships shall not be allowed for social events organized by HCP societies or HCO e.g. AGM, annual/ gala dinner, family day, sports day, etc.

## 5.2. **Fee for Services**

### 5.2.1. **General**

5.2.1.1. HCP may be engaged for services such as speaking at and/ or chairing physical or virtual Events, involvement in training services, and participation at advisory board meetings where remuneration is required. This guidance excludes the extended engagement such as market research or by project basis.

5.2.1.2. For public sector HCPs, honorarium payment is not allowed if the audience is from the same department in the same hospital. If the audience involves another department, honorarium is acceptable. Member Companies shall act in good faith and in accordance with the spirit of the Code.

5.2.1.3. For private sector HCPs speaking to other private HCPs within the same hospital, honorarium is acceptable.

### 5.2.2. **Criteria**

The above-mentioned engagement shall fulfil the following criteria:

Fulfil a clear identified and legitimate need

- Selected HCP must have the expertise to fulfil the render the required services
- Nature and basis for payment of the engagement must be clearly described, documented, agreed and finalized in advance of the commencement of engagement
- Engagement must not be an inducement to prescribe, recommend, purchase, supply, and/ or administer any medicine

### 5.2.3. **Fair Market Value**

5.2.3.1. The fair market value of the fee-for-services provided is based on a daily limit of up to RM2,000/ role, and up to RM4,000/ multiple roles.

5.2.3.2. Examples of multiple roles within a day include:

- An HCP engaged for different roles (e.g. speaker, chairperson, moderator)
- An HCP engaged as a speaker for different topics at the same event, where the engagement may take place within a day or over a few days
- An HCP engaged as a speaker for same topics at different event, within the same day

5.2.3.3. The fee-for-service covers preparation work, including but not limited to pre-reads, producing slide decks and video recordings.

5.2.3.4. For local speakers at international Events held locally or outside Malaysia, Member Companies are advised to refer to their own company's internal code. The need for a signed contract remains as a mandatory criterion.

5.2.3.5. For international speakers, Member Companies are advised to check with the speaker's home country code and apply accordingly. The need for a signed contract remains as a mandatory criterion.

### 5.3. **Blitz Campaign**

5.3.1. Blitz campaign may be promotional blitz or disease education blitz targeted at HCPs.

5.3.2. For promotional blitz:

- Materials used must comply with Section 4 standards of Promotional Materials
- Hospitality/ meals shall not be allowed to be given to HCPs

5.3.3. For disease education blitz:

- Refreshments in modest value and quantity may be provided to HCPs.
- However, company branding, product branding and taglines shall not be allowed on food and beverage items
- Any items provided must comply with Section 5.4 Gifts and Other Items

### 5.4. **Gifts and Other Items**

- Items in this section, where permissible, shall never be constituted as an inducement to prescribe, recommend, purchase, supply, sell or administer a pharmaceutical product
- For charitable events, refer to Section 9 Grants & Donations

#### 5.4.1. **Prohibition of Gifts/ Other Items**

5.4.1.1. The following are prohibited:

- Gifts for HCP's personal benefit (such as sporting or entertainment tickets, electronic items, social courtesy gifts, cash/ cash equivalent, etc.) either directly or through clinics and institutions
- Providing personal services (defined as any service unrelated to the HCP's profession and that confer a personal benefit to the HCP)
- Gifts of cultural courtesy are not allowed. This includes congratulatory flowers for any events/ occasions
- Any financial support (in the form of gifts and other items) for social events organized by HCP societies or HCO e.g. AGM, annual/ gala dinner, family day, sports day, etc. shall not be allowed

#### 5.4.2. **Promotional Aids**

5.4.2.1. A promotional aid is a non-monetary item given for a promotional purpose which does not include promotional materials as defined in Section 4 standards of Promotional Materials.

5.4.2.2. Providing or offering promotional aid to HCPs for the promotion of prescription-only medicines shall be prohibited. Examples of banned promotional aids include sticky notes, mouse pads, calendars, etc.

5.4.2.3. Non-branded pens and notepads may be provided to HCPs for Member Companies events or third party scientific events for the purpose of notetaking. However, the items provided shall:

- Not be distributed during exhibition booth or blitz
- Not bear the name of any medicine, campaign names, taglines and logos of therapeutic areas but may carry company name
- Be of minimal value (below RM15 net per item)
- Be ensured that only necessary quantity is distributed

### 5.4.3. Educational or Items of Medical Utility

5.4.3.1. Both educational and medical utility items shall not be offered on more than an occasional basis, even if each individual item is appropriate.

5.4.3.2. These items:

- Shall be intended for direct education of HCPs and/ or patients and shall be beneficial in enhancing the provision of medical services and for patient care in a clinical setting
- Shall have no value to HCPs outside the scope of their practice or educational need
- May include company name. However, product branding, product campaign names, taglines and logos of therapeutic areas shall not be allowed

5.4.3.3. Items of medical utility may be offered or provided free of charge if such items:

- Are of modest value
- Do not offset and/ or subsidize routine business expenses that a HCP might otherwise incur
- Value must not exceed RM500 per item per HCP

5.4.3.4. Medical related text or reference books/ information, subscription to on-line journals (healthcare or biomedical journals only) and other educational items may be given to HCPs:

- If serve a genuine educational function that is relevant to their field of practice
- Shall not exceed RM1,500/ year per institution or HCP

### 5.5. **Market Research**

5.5.1. Methods employed shall not discredit or reduce confidence in the pharmaceutical industry. This applies whether the research is carried out directly by a Member Company or third party acting on behalf of a Member Company.

5.5.2. Questions intended to solicit disparaging references to competing products or companies shall be prohibited.

5.5.3. Incentives offered to informants shall be minimized and commensurate with the amount of work involved.

5.5.4. Research shall not, in any circumstances, be used as a disguised form of sales promotion.

5.5.5. Research shall not have the direct objective of influencing opinions of the informant.

5.5.6. The identity of an informant shall be kept confidential unless specifically agreed otherwise. In the absence of such agreement, the information provided, as distinct from the overall results of the research, shall not be used as the basis upon which a subsequent approach to that informant for the purpose of sales promotion.

## **6. Samples**

- 6.1. Samples shall be provided to enable prescribers to gain experience with its use.
- 6.2. Samples shall:
  - Be of reasonable quantities and not be used as unofficial bonus or inducement to purchase
  - Not be used for clinical trials
  - Not be sold
  - Be handed directly to the doctor or person authorized to receive the sample on his behalf
  - Be clearly labelled as “Samples – Not for Sale” or similar wording allowed by law
- 6.3. Member Companies shall have adequate systems of control and accountability for samples provided to HCPs.
- 6.4. For the provision of samples to Ministry of Health (MOH) facilities, refer to MASc guideline “Garis Panduan Pengendalian Medicine Access Schemes di Fasilitas Kementerian Kesehatan Malaysia” published by Pharmacy Services Programme (“PSP”), MOH. Although samples are defined as “Hadiah” in the guideline, PSP has specified that this terminology shall only be applicable to government facilities for documentation purposes. Member Companies shall continue to treat samples in accordance with this section of the Code and not as gifts (“hadiah”).

## **7. Clinical Research and Transparency**

- 7.1. Member Companies are committed to the transparency of clinical trials they sponsor. There are important public health benefits in making clinical trial information more publicly available to healthcare practitioners, patients, and regulatory agencies. Such disclosure, however, shall protect individual privacy, intellectual property and contract rights, as well as conform to legislation and current national practices in patent law.
- 7.2. All human subject research shall have a legitimate scientific purpose. Human subject research, including clinical trials and observational studies, shall not be disguised as promotion.

## **8. Support for Continuing Medical Education**

- 8.1. Continuing Medical Education (CME) helps ensure that HCPs obtain the latest and most accurate medical information and insights on therapeutic areas and related interventions that are critical to the improvement of patient care and overall enhancement of the healthcare system. Therefore, financial support from Member Companies is appropriate.
- 8.2. Content for CME activities and programs shall be fair, balanced and objective, allowing for the expression of diverse theories and recognized opinions. The content shall consist of medical, scientific or other information that will contribute to enhancing patient care.
- 8.3. On a professional basis, a doctor or pharmacist employed by a Member Companies is allowed to attend scientific meetings organized by a competitor’s company under the umbrella of a professional society or organization of which he is a member (e.g. MMA, MPS).

## **9. Grants & Donations**

- 9.1. Donations are for charitable purposes and non-profit organizations.
- 9.2. Donations for social events organized by HCP societies or HCO e.g. AGM, annual/ gala dinner, family day, sports day, etc. shall not be allowed.
- 9.3. Grants may be provided to support educational programs (including but not limited to requests to fund CME programs, educational programs, fellowships, advocacy organizations, societies, medical conferences and congresses) if they are:
  - Unsolicited
  - From an institution or organization, not by an individual
  - Unrelated to the prescribing, purchasing, registration of any Products
  - Substantiated by written documentation of details of program
  - Able to withstand public scrutiny
- 9.4. As a general rule, grants and donations shall not be provided to support a recipient's ordinary business expenses, such as for infrastructure or overheads costs (e.g. the purchase, construction, expansion, or modification of facilities or equipment, and payment of salaries).
- 9.5. Institutions or organizations shall ensure that the recipients use the donations and grants in accordance with the intended purposes, independent from the Member Companies providing them. This does not cover grants and donations for clinical research.

## **10. Interactions with Patient Organizations**

- 10.1. All interactions with patient organizations shall ensure the following:
  - Be ethical and respect the independence of patient organization
  - The nature of involvement of Member Company shall be clear from the start. Member Company cannot request to be the sole funder of the patient organization or any of its programs
  - Provision of financial support or in-kind contribution shall have written documentation stating the nature of support, including the purpose of the activity and scope of funding
  - For patient organization meetings:
    - ~ Primary purpose shall be professional, educational, and scientific in nature, supporting the mission of the patient organization
    - ~ Shall be held at venues that are appropriate and conducive to informational communication
    - ~ Meals or refreshments provided shall be modest by local standards

## **11. Interactions with the Public**

### **11.1. Principles**

- 11.1.1. Requests from individuals for information or advice on personal medical matters shall always be refused, and the inquirer shall be recommended to consult their own doctor.
- 11.1.2. Materials for instruction in the use of a specific medicine shall only be provided to prescribed patients by an HCP. Appropriate disclaimer (e.g. "This material is to be provided only to patients prescribed by HCP with <Product>") shall be included on such materials.

### **11.2. Disease Awareness Program**

- 11.2.1. Member Companies may organize, support, sponsor or partner with appropriate patient organizations/ medical associations/ HCO, provided they comply with local laws and regulations.
- 11.2.2. The following applies to Disease Awareness Events:
  - Not be misused as disguised promotions
  - May provide information, promote awareness and educate the public about health, disease and their management
  - Venue must be appropriate and conducive to informational communication
  - Food and beverage items shall not have company logo, campaign names, taglines or logos of therapeutic areas
- 11.2.3. Information provided shall:
  - Comply with Section 10 Interactions with Patient Organizations
  - Not include any references to specific prescription products or product brands
  - Focus on disease management, which should be presented in a comprehensive, balanced and fair manner
  - Ensure that only the company logo may be displayed
  - Not include campaign names, taglines and logos of therapeutic areas
- 11.2.4. Items provided:
  - Shall be accompanied with educational materials
  - Shall be to help raise awareness or educate on disease to enhance public health e.g. pink ribbon for breast cancer awareness or stress ball for mental health awareness/ education
  - Shall be of negligible value, i.e. value of which is so small that it could not be reasonably expected to influence the recipient's behavior, action or decision making in any way
  - May include the company logo
  - Shall not include campaign names, taglines and logos of therapeutic areas

## 12. Social Media and Digital Channel Engagement

This section applies to social media platforms or digital channel by Member Companies' employees or third party engaged by Member Companies. This shall not apply to two-way communication not visible to other users or the general public.

### 12.1. Principles

- 12.1.1. All communications for business purposes shall be communicated from company profile and not personal account.
- 12.1.2. Member Companies may be held responsible for engagement with or dissemination of information disseminated by Member Companies' employees who do so via their private social media channels including:
  - If the employee can reasonably be perceived as representing the Member Companies
  - If the employee is instructed, approved, or facilitated by the Member Companies to do so
- 12.1.3. Member Companies shall set their own internal guidance to ensure compliance to the above.

### 12.2. Information Shared

- 12.2.1. All information shared for business purposes shall be appropriate, accurate and fair for public viewing and understanding.
- 12.2.2. Product/ generic name or logo shall not be allowed as direct-to-consumer promotion is prohibited.
- 12.2.3. Any description that could refer only to a specific Product (e.g. a therapeutic class in which there is only one product) shall not be allowed.
- 12.2.4. Company name should be shared for transparency.
- 12.2.5. If required, information should be supported with referencing, scientific disclosure, conflict of interest and privacy statements.
- 12.2.6. Member Companies shall be responsible for the information uploaded onto their social media or digital channels.
- 12.2.7. HCPs invited, sponsored or engaged by Member Companies shall be advised to refrain from posting any product information including product name/ generic name/ logo.

## **13. Company Procedures and Responsibilities**

### **13.1. Procedures**

Member Companies shall establish and maintain appropriate procedures to ensure compliance with relevant codes and applicable laws and to review and monitor all their activities and materials.

### **13.2. Medical Representatives**

- 13.2.1. Medical representatives shall be adequately trained, with sufficient medical and technical knowledge to present information on the Member Companies' products in an accurate and responsible manner.
- 13.2.2. Medical representatives shall at all times maintain a high standard of ethical conduct in the discharge of their duties. They are required to be familiar with the Code and stay updated with the latest editions.
- 13.2.3. The Code which aims at accuracy, fairness, balance and good taste, apply to verbal representations as well as printed/ digital material.
- 13.2.4. Medical representatives shall not employ any inducement, subterfuge or offer payment/ fees to gain an appointment.
- 13.2.5. Member Companies shall assume responsibility for correcting breaches of the Code resulting from misconduct or misrepresentation of facts by any representative.
- 13.2.6. The system of remuneration for representatives shall not adversely influence the proper prescription and usage of pharmaceutical products. The provision relating to remuneration is intended to ensure there are no incentives that would lead to unethical behavior of representatives, and not whether a fixed salary or bonus system is used for compensation

## **14. Complaint Procedures**

Member Companies shall adopt the complaint procedures as outlined in Appendix A Complaint Procedures.

## Appendix A: Complaint Procedures

### A1. **First Stage: Complaint Process**

In this complaint process, the Member Company filing its complaint shall be referred to as "Complainant" and the Member Company which the complaint is filed against shall be referred to as "Defendant".

#### A1.1. **Complaint Form**

Complainant shall file its complaint(s) to PhAMA by submitting "Form 1 – Complaint Form".

Complainant shall ensure that the complaint filed:

- is genuine and submitted in good faith
- has sufficient evidence to substantiate the complaint
- is not on the same cause of action already filed by the Complainant against the Defendant

For avoidance of doubt, PhAMA shall dismiss the complaint if the complaint filed (either by the same or other complainant(s)) has been previously resolved by PhAMA on the same cause of action.

If there is more than 1 complaint filed by different complainants against the same Defendant on the same cause of action, the complaints process shall be conducted separately, and the deliberation meeting for all the complaints shall be heard together by Complaint Review Panel (CRP) (refer Section A2 Second Stage: Complaint Review Panel Hearing).

A1.2. PhAMA shall notify Defendant of the complaint within 3 working days from receipt of document from Complainant.

#### A1.3. **Defendant's Reply Form**

Defendant shall submit its reply to the complaint to Complainant by using "Form 2 –Defendant's Reply Form" within 15 working days from the date of receiving the Complaint Form.

A1.4. During the 15 working days period, both Complainant and Defendant may exchange correspondences for discussion/ clarification in order to resolve this complaint among themselves. PhAMA shall be copied on all correspondences.

A1.5. One time extension for a period not exceeding 15 days may be allowed for purpose of discussion/ clarification between the Complainant and the Defendant, provided that Complainant is agreeable to the extension.

A1.6. In the event where Complainant and Defendant can resolve the complaint among themselves, Complainant shall immediately inform PhAMA. This complaint will be thereafter withdrawn by Complainant using "Form 3 – Withdrawal Form". PhAMA shall record the withdrawal, and Complainant shall not resubmit the complaint again in the future.

A1.7. In the event where the complaint cannot be resolved after the 15 working days deadline (or the extended period as agreed by Complainant) of which Complainant decides to proceed with the complaint, Complainant shall submit a fee of RM3,000 to PhAMA with a copy of the deposit slip as proof of transfer to PhAMA.

A1.8. With the payment of RM3,000, the complaint shall proceed to Second Stage: Complaint Review Panel Hearing. For avoidance of doubt, Complainant shall have no right to withdraw the complaint at any stage after submitting a fee of RM3,000.

## A2. **Second Stage: Complaint Review Panel Hearing**

- A2.1. Upon completion of First Stage: Complaint Process and upon receiving the fee of RM3,000, PhAMA shall form a Complaint Review Panel (CRP) and schedule a CRP's case deliberation hearing within 1 month or another period as determined by CRP. Members of CRP shall not have any conflict of interest, and shall consist of the following:

<b>Role in Complaint Review Panel</b>	<b>Position in PhAMA</b>	<b>No.</b>	<b>Voting Rights</b>
Chairman	Board of Director	1	Yes
Panel members	Ethics & Compliance Committee members	Min 4	Yes
Secretariat	PhAMA Executive Director	Min 1	No

- A2.2. Representatives from Complainant and Defendant shall be called to the CRP's case deliberation hearing to make its respective representation to the CRP, limited to two persons from each party for a period of not more than 10 minutes, unless directed otherwise by the CRP.

## A3. **Third Stage: Decision of the CRP**

- A3.1. At the end of the deliberation hearing day, CRP shall:
- Verbally notify Complainant & Defendant of the CRP's decision ("Decision")
  - Forward the written grounds of the CRP's Decision to Complainant and Defendant
- A3.2. Based on the Decision, if the Defendant is found not to be in breach of the Code, the fee of RM3,000 paid by the Complainant shall be forfeited, and fee retained by PhAMA.
- A3.3. However, if Defendant is found in breach of the Code, the fee of RM3,000 shall be returned by PhAMA to the Complainant, and the CRP is given the authority to direct the Defendant to:
- Discontinue the offending material, text or practice immediately, and ensure it shall not be employed in any other media
  - Issue a retraction statement as determined by the CRP
  - Pay the fine up to RM50,000 for first breach or RM100,000 for repetitive breaches to PhAMA within the timeline as determined by CRP. For avoidance of doubt, the term "repetitive breaches" means "the breach of the same section(s) of the Code", and/ or
  - Be liable of any other penalty deem fit and appropriate by the CRP.

## A4. **Fourth Stage: Appeal Review Panel Hearing**

- A4.1. In this appeal stage, either Complainant or Defendant may appeal against the CRP's Decision. For avoidance of doubt, the company filing its appeal shall be referred to as "Appellant" and the other company shall be referred to as "Respondent".
- A4.2. Unless directed otherwise by Appeal Review Panel (ARP), the appeal shall not operate as a stay for the Decision, i.e. the Decision shall continue to be enforceable until it is overturned by the ARP. Appeal by either party shall only be allowed on the merit of the Decision, and no new section(s) of the Code and/ or new document/ evidence shall be submitted at the appeal stage.
- A4.3. If Appellant wishes to appeal against the CRP's Decision, Appellant shall file its appeal using "Form 4 – Appeal Form" within 14 days from the date of receiving the Decision of the CRP, and a fee of RM3,000 shall be paid by Appellant to PhAMA. For avoidance

of doubt, Appellant shall have no right to withdraw the complaint at any stage after submitting the fee of RM3,000.

A4.4. PhAMA shall notify Respondent of the appeal within 3 working days from receipt of document from Appellant.

A4.5. PhAMA shall form an ARP and schedule an ARP’s case deliberation hearing within 1 month from the date of receipt of Form 4. ARP members shall not have any conflict of interest and shall consist of the following:

<b>Role in Appeal Review Panel</b>	<b>Position in PhAMA</b>	<b>No.</b>	<b>Voting Rights</b>
Co-chairs	Board of Director and Ethics & Compliance Committee Chairman	2	Yes
Panel members	Ethics & Compliance Committee members	Min 3	Yes
Secretariat	PhAMA Executive Director	Min 1	No

A4.6. Representatives from Appellant and Respondent shall be called to the ARP’s case deliberation hearing to make its respective representation to the ARP, limited to two persons from each party for a period of not more than 10 minutes, unless directed otherwise by the ARP.

**A5. Fifth Stage: Decision of the ARP**

A5.1. At the end of the deliberation hearing day, ARP shall:

- verbally notify both Appellant and Respondent on the decision of the ARP (“Appeal Decision”)
- forward the written grounds of the ARP’s appeal decision to Appellant and Respondent

A5.2. Based on the Appeal Decision, ARP is given the authority to affirm or overturn the Decision of the CRP and give directions (including but not limited to any penalty and/ or cost as deem fit and appropriate by the ARP, and the fee of RM3,000) to the Appellant and Respondent accordingly.

A5.3. The Appeal Decision of ARP shall be final and bind all parties concerned relating to its rights, obligations, duties and privileges as a member of PhAMA. For clarity, in the event of no appeal filed by either party within the time and in the manner as required under section A4.3, then the Decision of the CRP is final and binding upon both the Complainant and the Defendant.

## A6. **Miscellaneous**

A6.1. If the Defendant fails to submit Form 2 within the 15 working days deadline as mentioned in section A1.3 above, the Complainant may proceed to submit the fee of RM3,000 to PhAMA. PhAMA shall proceed to form the CRP, and the complaint shall be heard in the absence of the Defendant. The decision of the CRP shall be binding upon both the Complainant and the Defendant despite the Defendant's absence.

A6.2. If the breaching party refuses to abide by the decision of the CRP and/ or ARP, PhAMA shall (on the decision and advise of the Ethics Committee and Board of Directors) have the right to apply the following sanctions against the breaching party:

A6.2.1. In the case of international companies:

- Notify the Head Office to direct the breaching party to comply with the decision of the CRP and/ or ARP
- In the interim, the breaching party may be suspended from PhAMA membership for 4 weeks under Rule 10(A) of the PhAMA Rules and Constitution "PhAMA Constitution".

If there is no indication of complying with the decision of the CRP and/ or ARP within the set deadline despite the abovementioned, PhAMA may:

- Notify IFPMA of the matter
- Extend the suspension for a period up to the date of an Extraordinary General Meeting (EGM) convened under Rule 11 of the PhAMA Constitution, and/ or
- Take action under Rule 11 of the PhAMA Constitution in accordance with EGM for the expulsion of the breaching party from PhAMA

A6.2.2. In the case of the companies other than international companies:

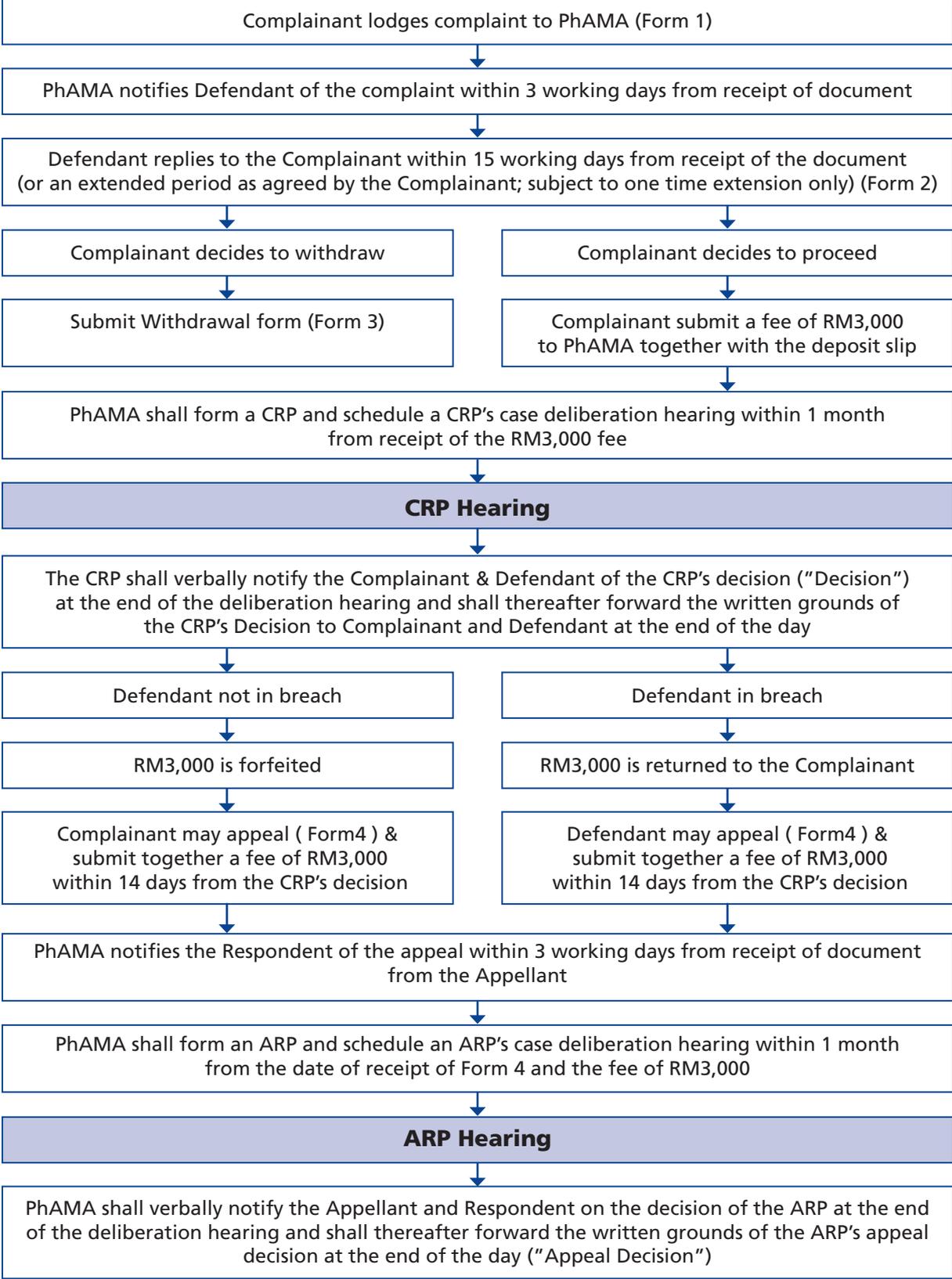
- The breaching party may be suspended from PhAMA membership under Rule 10(A) of the PhAMA Constitution for a period up to the date of an EGM convened under Rule 11 of the PhAMA Constitution, and/ or
- Take action under Rule 11 of the PhAMA Constitution in accordance with EGM for the expulsion of the breaching party from PhAMA.

A6.3. Authority and membership of CRP and ARP

- The chairpersons and members in the CRP and ARP shall exercise their authority independently, free from interference/ influence by any parties, ensuring the fair and impartial decision making.
- Members in CRP shall be from different companies, other than the companies of Complainant and Defendant.
- Members in ARP shall be from different companies, other than the companies of Appellant and Respondent. It is allowed if the members of ARP are from the same companies as the members of CRP provided always that the members are different persons.
- The total composition of the CRP and ARP's chairpersons and members with voting rights shall be in odd number.

- A6.4. All forms shall be submitted and signed by the head of the company. Any late submission of forms or additional information given after the required timeline for submission shall not be considered by the CRP and ARP.
- A6.5. Unless required by PhAMA and/ or relevant laws and regulations, the complaint and decision(s) shall be kept private and confidential by all parties concerned.
- A6.6. Complaint procedure from third party (non-member) against Member Company
- Complainant shall notify PhAMA and/ or the Member Company directly on the complaint(s)
- A6.7. Complaint procedure from Member Company against third party (non-member)  
In the event where the Member Company lodge a complaint against third party (non-member) through PhAMA, PhAMA may:
- advise the Member Company to lodge the complaint with the relevant trade association and notify company concern directly
  - notify the relevant trade association
  - notify the company concerned directly on the complaint

# Appendix B: Complaint Procedures



Note: Based on the Appeal Decision, ARP is given the authority to affirm or overturn the Decision of CRP and give directions (including but not limited to any penalty and/ cost as deem fit and appropriate by the ARP, and the fee of RM3,000) to the Appellant and Respondent accordingly.

## Appendix C: Form 1 – Complaint Form

### CODE OF PRACTICE

To: **Executive Director**  
Pharmaceutical Association of Malaysia  
Dataran 3 Dua, Jalan 19/1  
C-18-2, 3 Two Square, Jalan 19/1  
46300 Petaling Jaya, Selangor

Date: \_\_\_\_\_

<b>1</b>	<b>Particulars of the Complainant</b>	
1.1	Name of Company:	
	Registration No.:	
1.2	Address:	
1.3	Name of Head of the Company:	
1.4	Designation:	
1.5	E-mail address:	
1.6	Mobile No:	
1.7	Telephone No:	
<b>2</b>	<b>Particulars of the Company Alleged to be in Breach (Defendant)</b>	
2.1	Name of Company:	
	Registration No.:	
2.2	Address:	

<b>3</b>	<b>Particulars of the Complaint</b> <i>If there is more than one alleged breach or if more space is required, please make copy of this Page 2 (Item 3) and fill in accordingly.</i>	
3.1	Alleged Breach No.: <i>E.g. for alleged breach No. 1 out of 3 total alleged breaches, please insert: 1/3</i>	
3.2	Nature of activity: <i>Please tick where relevant</i>	<input type="checkbox"/> Symposium <input type="checkbox"/> Promotional Material <input type="checkbox"/> Press Release <input type="checkbox"/> Exhibition Booth <input type="checkbox"/> Sponsorship <input type="checkbox"/> Honorarium <input type="checkbox"/> Others: _____ _____
3.3	Name of Product/ Event/ Campaign	
3.4	Date of Event/ Publication of Promotional material:	
3.5	Section(s) of the Code of Practice alleged to be in breach: <i>Please insert the complete          relevant section</i>	
3.6	Rationale to support the complaint:	
3.7	Supporting documents attached (Yes / No):	

<b>4</b>	<b>Supporting documents</b>
4.1	<p>Please attach supporting documents together with this Complaint Form in 20 hardcopies and one softcopy; to be indexed and separated by dividers, and submit to the following:</p> <p><b>Executive Director</b>  Pharmaceutical Association of Malaysia  Dataran 3 Dua, Jalan 19/1  C-18-2, 3 Two Square, Jalan 19/1  46300 Petaling Jaya, Selangor  Email: phama@phama.org.my</p> <p><i>* PhAMA shall reserve the right to request further information or copies from the Complainant. PhAMA shall serve one copy of this Complaint Form and its supporting documents to the Defendant.</i></p>
<b>5</b>	<b>Acknowledgement</b>
5.1	<p>By signing this Complaint Form, I/ we hereby sincerely declare that the contents of this form are true to the best of my/ our knowledge or from the records which I/ we have access to or derived from the documents placed before me/ us.</p> <p>.....</p> <p>Name:  Designation:  Date:</p>

## Appendix D: Form 2 – Defendant’s Reply Form

### CODE OF PRACTICE

To: **Executive Director**  
Pharmaceutical Association of Malaysia  
Dataran 3 Dua, Jalan 19/1  
C-18-2, 3 Two Square, Jalan 19/1  
46300 Petaling Jaya, Selangor

Date: \_\_\_\_\_

PhAMA Reference No.: \_\_\_\_\_

<b>1</b>	<b>Particulars of the Reply</b>	
1.1	Name of Company:	
	Registration No.:	
1.2	Address:	
1.3	Name of Head of the Company:	
1.4	Designation:	
1.5	E-mail address:	
1.6	Mobile No:	
1.7	Telephone No:	

<b>2</b>	<b>Particulars of the Reply</b> <i>You are required to respond to each alleged breach. If more space is required, please make copy of this Page 2 (Item 2) and fill in accordingly</i>	
2.1	Alleged Breach No.: <i>As per the Complaint Form</i>	
2.2	Details of reply to the alleged breach:	
2.3	Supporting documents attached (Yes / No):	

<b>3</b>	<b>Supporting documents</b>
3.1	<p>Please attach supporting documents together with this Defendant’s Reply Form in 20 hardcopies and one softcopy; to be indexed and separated by dividers, and submit to Complainant and copied to the following:</p> <p><b>Executive Director</b>  Pharmaceutical Association of Malaysia  Dataran 3 Dua, Jalan 19/1  C-18-2, 3 Two Square, Jalan 19/1  46300 Petaling Jaya, Selangor  Email: phama@phama.org.my</p> <p><i>* PhAMA shall reserve the right to request further information or copies from the Defendant.</i></p>
<b>4</b>	<b>Acknowledgement</b>
5.1	<p>By signing this Defendant’s Reply Form, I/ we hereby sincerely declare that the contents of this form are true to the best of my/ our knowledge or from the records which I/ we have access to or derived from the documents placed before me/ us.</p> <p>.....</p> <p>Name:  Designation:  Date:</p>

## Appendix E: Form 3 – Withdrawer Form

### CODE OF PRACTICE

To: **Executive Director**  
Pharmaceutical Association of Malaysia  
Dataran 3 Dua, Jalan 19/1  
C-18-2, 3 Two Square, Jalan 19/1  
46300 Petaling Jaya, Selangor

Date: \_\_\_\_\_

PhAMA Reference No.: \_\_\_\_\_

<b>1</b>	<b>Particulars of the Complainant</b>	
1.1	Name of Company:	
	Registration No.:	
1.2	Address:	
1.3	Name of Head of the Company:	
1.4	Designation:	
1.5	E-mail address:	
1.6	Mobile No:	
1.7	Telephone No:	
<b>2</b>	<b>Particulars of the Company Alleged to be in Breach (Defendant)</b>	
2.1	Name of Company:	
	Registration No.:	
2.2	Address:	

<b>3</b>	<b>Supporting documents</b>
3.1	PhAMA Reference No.:
3.2	Reason(s) to withdraw the complaint / appeal:
<b>4</b>	<b>Submission</b>
4.1	<p>Please submit this Withdrawal Form in one (1) hardcopy and one (1) softcopy to the following:</p> <p><b>Executive Director</b>  Pharmaceutical Association of Malaysia  Dataran 3 Dua, Jalan 19/1  C-18-2, 3 Two Square, Jalan 19/1  46300 Petaling Jaya, Selangor  Email: phama@phama.org.my</p> <p><i>* PhAMA shall reserve the right to request further information or copies from the Complainant. PhAMA shall serve one copy of this Withdrawal Form to the Defendant.</i></p>
<b>5</b>	<b>Acknowledgement</b>
5.1	<p>By signing this Withdrawal Form, we hereby confirm to withdraw the complaint/ appeal abovementioned.</p> <p>.....</p> <p>Name:  Designation:  Date:</p>

## Appendix F: Form 4 – Appeal Form

### CODE OF PRACTICE

To: **Executive Director**  
Pharmaceutical Association of Malaysia  
Dataran 3 Dua, Jalan 19/1  
C-18-2, 3 Two Square, Jalan 19/1  
46300 Petaling Jaya, Selangor

Date: \_\_\_\_\_

PhAMA Reference No.: \_\_\_\_\_

<b>1</b>	<b>Particulars of the Appellant</b>	
1.1	Name of Company:	
	Registration No.:	
<b>2</b>	<b>Particulars of the Respondent</b>	
2.1	Name of Company:	
	Registration No.:	

<b>3</b>	<b>Particulars of the Appeal</b> <i>If there is more than one appeal or if more space is required, please make copy of this Page 2 (Item 3) and fill in accordingly.</i>	
3.1	Decision(s) of the Complaint Review Panel to appeal against:	
3.2	Reason(s) for Appeal:	
3.3	Section(s) of the Code of Practice involved: <i>Please insert the complete relevant section</i>	

<b>4</b>	<b>Submission</b>
4.1	<p>Please submit this Appeal Form in fifteen (15) hardcopies and one (1) softcopy to the following:</p> <p><b>Executive Director</b>  Pharmaceutical Association of Malaysia  Dataran 3 Dua, Jalan 19/1  C-18-2, 3 Two Square, Jalan 19/1  46300 Petaling Jaya, Selangor  Email: phama@phama.org.my</p> <p><i>* PhAMA shall reserve the right to request further information or copies from the Appeallant. PhAMA shall serve one copy of this Appeal Form to the Respondent.</i></p>
<b>5</b>	<b>Appeal Processing Fee</b>
5.1	<p>Please indicate choice of transfer:</p> <p><input type="checkbox"/> Online Transfer  <input type="checkbox"/> Cheque</p>
5.2	<p>PhAMA banking details:</p> <p>Name: Pharmaceutical Association of Malaysia  Public Bank Account No.: 3133 9496 02  Amount: RM3,000</p> <p><i>* Please submit 1 copy of the deposit slip as proof of transfer to PhAMA.</i></p>
<b>6</b>	<b>Acknowledgement</b>
6.1	<p>By signing this Appeal Form, I/ we hereby sincerely declare that the contents of this form are true to the best of my/ our knowledge or from the records which I/ we have access to or derived from the documents placed before me/ us.</p> <p>.....</p> <p>Name:  Designation:  Date:</p>

# History of the PhAMA Code of Practice

1.	First Edition	1978
2.	Second Edition	1981
3.	Third Edition	1991
4.	Fourth Edition	1994
5.	Fifth Edition	1995
6.	Sixth Edition	1999
7.	Seventh Edition	2001
8.	Eight Edition	2002
9.	Ninth Edition	2004
10.	Tenth Edition	2005
11.	Eleventh Edition	2005
12.	Twelve Edition	2006
13.	Thirteen Edition	2007
14.	Fourteenth Edition	2008
15.	Fifteenth Edition	2008
16.	Sixteenth Edition	2008
17.	Seventeenth Edition	2009
18.	Eighteenth Edition	2010
19.	Nineteenth Edition	2012
20.	Nineteenth Edition (updated version 1)	2015
21.	Twentieth Edition	2017
22.	Twenty-First Edition	2019
23.	Twenty-Second Edition	2023
24.	Twenty-Second Edition (updated version 1)	2024
25.	Twenty-Third Edition	2025

## **Acknowledgements**

### **PhAMA Code of Practice Taskforce (23rd Edition):**

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### **Special Mention:**

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Azura Lahadzir

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