



Asociación Mexicana de Industrias  
Innovadoras de Dispositivos Médicos.

# **Code of Interaction with Healthcare Professionals 2023**

## Code of Interaction with Healthcare Professionals

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## INTRODUCTION

The Mexican Association of Innovative Medical Devices Industries (AMID) is a non-governmental, non-profit organization comprising leading companies in medical devices and diagnostic systems. It promotes the advancement of healthcare services in Mexico by facilitating access to medical innovations that enhance people's quality of life.

AMID member companies include major global medical device and diagnostic system companies and are required to adhere to the ethical standards established in the Codes.

Medical devices and diagnostic systems often rely heavily on the active involvement of Healthcare Professionals from start to finish, compared to drugs or biological substances that act on the human body through pharmacological, immunological, or metabolic means. Medical devices and diagnostic systems generally function as an extension of the physician's hands, sometimes assisting in diagnosis, monitoring, and treatment decisions of Healthcare Professionals. Under other conditions, they create synergy with other technologies or products, ensuring their safer and more effective use.

The scope of beneficial relationships between Healthcare Professionals and companies is broad and includes anticipated interactions. Objectives of these interactions include:

- Promoting the advancement of medical devices and diagnostic systems: The development and improvement of cutting-edge medical devices and diagnostic systems are collaborative processes between companies and Healthcare Professionals. Innovation and creativity are essential for their development and evolution, often occurring outside of company laboratories.
- Enhancing the safe and effective use of medical devices and diagnostic systems: For the safe and effective use of medical devices and diagnostic systems, companies generally need to provide Healthcare Professionals with proper instruction, education, training, service, and technical support. Regulatory authorities sometimes require such training as a condition for product approval.
- Driving research and education: The support that companies provide in good faith to medical research, education, and professional skill development enhances patient safety and increases access to medical devices and diagnostic systems.
- Facilitating open and transparent environments where companies can have a greater role in global markets.

## OBJECTIVE

This Code establishes standards for the ethical promotion of medical devices and diagnostic systems directed at Healthcare Professionals, with the aim of ensuring that the relationships between the Associates and these Professionals are appropriate and perceived as such. The guidelines described in this document align with provisions issued by international bodies such as MedTech Europe, AdvaMed, and APEC, and are based on the following principles:

**Integrity:** Act with honesty, sincerity, and fairness with all parties.

**Separation:** Relationships with Healthcare Professionals should not be used to influence or bias their purchasing decisions through improper or undue advantages, nor should such interactions be dependent on sales transactions or the use or recommendation of AMID members' products.

**Consistency:** Agreements with Healthcare Professionals must comply with commercial standards, being accurate, fair, and free from corrupt intent.

**Development:** Relationships with Healthcare Professionals are intended to advance medical technology, innovation, and the care and improvement of patients' quality of life.

**Transparency:** Interaction with Healthcare Professionals must have a clear purpose and scope, always complying with national and local laws, regulations, or professional codes of conduct.

Each member company is responsible, through its key management, for ensuring that all its employees are aware of these obligations and that all necessary measures are taken to prevent, detect, and report any violations of the AMID Business and Ethics Codes.

It is a requirement that all AMID Associates comply with the association's Codes.

It is well known that Associates may interact with Healthcare Professionals either directly or through commercial intermediaries through which the Associates operate under distribution, integration, commercial agency, commission, or any other framework within Mexican regulatory guidelines.

In this context, it is expected that AMID member companies will be required to create a formal contract with their Commercial Intermediaries. This contract must include a mandatory annex with explicit acceptance of the AMID Codes by each third party and must comply with the legal obligations of the country where it is executed.

AMID Associates are committed to adhering to this subscribed Code and are responsible for ensuring compliance by the Commercial Intermediaries representing them. Any violation of the AMID Codes by a third party will be the responsibility of the AMID Associate and may therefore be subject to sanctions determined by the AMID Codes.

If the internal codes of the Associates contain provisions or interpretations that are stricter than those in the AMID Codes, the Associates are required to apply the stricter provisions.

AMID Associates will be responsible for monitoring and ensuring that violations of this Code are corrected, as well as for establishing internal structures and procedures (including proper training of their employees and Commercial Intermediaries) to ensure that activities with Healthcare Professionals are conducted in a responsible and ethical manner.

AMID is open to receiving reports from any source concerning any aspect of this Code, in accordance with the established Procedure for Reporting Violations of AMID's Current Codes. When a violation of this Code is determined, the goal is to correct the violation as soon as possible.

## CHAPTER 1

### 1.1 Definitions

**AMID** - Mexican Association of Innovative Medical Devices Industries, A.C.

**Promotional Items** - Low-value items used to promote the brand of the Associates and that may be given to Healthcare Professionals.

**Associates** - All legal entities that make up AMID by agreement of the association's Board of Directors.

**Item of Value** - Any benefit that can be quantified in money or in kind, including but not limited to: movable or immovable property, travel, donations, service contracts, or the promise of such benefits.

**Medical Device** - Any instrument, apparatus, implement, machine, implant, diagnostic agent, material, substance, or similar product, including the software for its operation, intended for use, alone or in combination, in humans, with any of the following intended uses:

- Diagnosis, prevention, monitoring, or aiding in the treatment of diseases;
- Diagnosis, monitoring, treatment, protection, absorption, drainage, or aiding in the healing of an injury;
- Investigation, replacement, modification, or support of anatomy or a physiological process;
- Life support;
- Contraception;
- Disinfection of other medical devices;
- Disinfectant substances;
- Provision of information through in vitro examination of samples taken from the human body for diagnostic purposes;
- Devices incorporating animal and/or human tissues;
- Devices used in in vitro fertilization and assisted reproductive technologies;

And whose primary intended use is not through pharmacological, immunological, or metabolic mechanisms, although they may be assisted by these means to achieve their function. Medical devices include health supplies in the following categories: medical equipment, prosthetics, orthotics, functional aids, diagnostic agents, dental supplies, surgical materials, healing materials, and hygienic products.

**Government Entities** - National, state, or local public agencies, departments, or organizations, as well as companies with government control.

**Events** - Congresses, symposia, courses, and their complementary educational events also known as satellite symposia, scientific or professional, whether held in person or virtually, with the aim of supporting the advancement of medical science, the education of Healthcare Professionals and patients; or independent medical research.

**Entertainment Events** - Any activity or event with cultural, recreational, or leisure content, including but not limited to: sports events, tourism, theater, golf, skiing, vacation activities, among others, regardless of the inherent value of the activities, their frequency, and the time dedicated to them.

**Collaboration Events** – Any event conducted in partnership with a Healthcare Professional or any organization, association, institution, or formally established medical foundation for the purpose of promoting education or raising awareness about medical conditions.

**Government Official** – Any employee of a national or foreign government who works for a Government Entity, including but not limited to: public servants at the federal, state, and municipal levels; legislators, members of the judiciary, employees in the national or foreign health sector, customs office staff, tax collection offices, and all authorities related to health laws, regulations, and other applicable rules. A government official also includes employees of hospitals affiliated with public or military educational institutions, as well as employees of government institutions working in healthcare facilities or those involved with government entities and political party members, officials, or candidates for office.

**Modest or Reasonable Expenses** – Expenses that conform to the hospitality table established in Annex 1 of this Code, as well as expenses considered average within a geographic area and relative to Fair Market Value.

**Virtual Interaction** – Interactions with Healthcare Professionals using telecommunications, information technologies, and digital platforms, regardless of their type, aimed at informing, promoting, sharing, and disseminating educational content and materials.

**Commercial Intermediaries** – Individuals or entities, whether Mexican or foreign, acting on behalf, for, or in the interest of any Associate, with Healthcare Professionals in the public and/or private sector, who are in a position to influence the behavior or decisions of said third party in order to attract or retain business. Examples include distributors, sub-distributors, agents, sales representatives, mandataries, attorneys-in-fact, commission agents, managers, consultants, advisors, subcontractors, sales representatives or employees, value-added resellers, channel partners, and integrators.

**Paradise Locations** – All locations listed in Annex II of this Code.

**Educational and/or Scientific Materials** – Items designed or intended for educational purposes, aimed at providing Healthcare Professionals with tools to quickly and effectively address patient or professional queries. Examples include anatomical models, books, and materials in optical, magnetic, and electronic formats.

**Bribery and/or Improper Payment** – Any illegal action involving: Offering, suggesting, promising, or delivering money, gifts, or any Item of Value to Healthcare Professionals and/or Government Officials, in exchange for performing or refraining from performing an act related to their duties, with the aim of obtaining or managing business within the institutions where they provide services, thereby gaining or maintaining an undue benefit or advantage over other participants. Bribery and/or Improper Payment is considered as such regardless of whether the money, gift, or Item of Value was accepted or received, or the outcome obtained.



**Related Parties:** Any person who is connected to the Associate or Healthcare Professionals through affiliation, emotional ties, employment relationships, professional or business relationships, including ascendants, descendants, collateral relatives up to the fourth degree, spouses, partners, general friends, partners, or entities of which the Associate or Healthcare Professionals are members.

**Healthcare Professionals:** All professionals, technicians, and auxiliaries in the healthcare disciplines who may work in the public or private sector, including management, administrative, operational, and warehouse personnel. This includes, but is not limited to, the following: physicians (including all current and future specialties and subspecialties), laboratory personnel, dentists, veterinarians, biologists, bacteriologists, nurses, social workers, chemists, psychologists, sanitary engineers, nutritionists, dietitians, pathologists. For the purposes of this Code, healthcare professionals also include any person who directly or indirectly influences the prescription and recommendation of medical devices.

**Fair Market Value:** The value of a payment or in-kind benefit as fair and appropriate compensation to Healthcare Professionals for services rendered, rights provided, or work performed, considering commercially legitimate factors that can be objectively demonstrated, without accounting for aspects such as sales volume or the value of any return or purchase.

## CHAPTER 2

### 2.1 Relationship with Healthcare Professionals:

Adherence to the principles set forth in this code is the cornerstone of the relationship between Associates and Healthcare Professionals. This relationship must always prioritize impartiality, placing innovation and medical technology at the service of care and improving patients' quality of life. In this regard, Associates will observe the following imperatives in addition to the specific provisions detailed in this Code:

- a) **No Provision of Valuable Goods.** - AMID **Associates** and/or commercial intermediaries are obligated to refrain from making direct or indirect offers, promises, or authorizations of monetary payments or **Valuable Goods**. They must adhere to anti-corruption and anti-bribery provisions contained in federal and local laws, international anti-corruption conventions to which Mexico is a party, institutional codes of ethics, and the provisions of this **Code**. This is to prevent undue influence on any actions or decisions made by **Healthcare Professionals** and/or **Government Officials** with whom they interact.
- b) **Objective Advertising.** -AMID Associates commit to ensuring that the promotion of their products encourages the proper use of Medical Devices and diagnostic systems by presenting them objectively in their advertising. They will avoid misleading advertising or exaggeration of the products' properties and will not induce errors in decision-making.
- c) **Standards and Policies.** -Each **Associate** must have internal policies that define amounts consistent with the reasonableness of expenses as outlined in this document, in line with local regulations and this Code. **Associates** may request documentation from **Healthcare Professionals** or government officials to verify their internal policies or practices as support for any assistance provided.

## 2.2 Meals/Food

**Associates** may provide meals to Healthcare Professionals during demonstration, educational, or training activities conducted to enhance their knowledge of the products. In business or work meetings, Associates may cover the costs of meals for Healthcare Professionals and any individuals who need to be present due to their professional relevance to the topic and information shared at the meeting.

**Associates** should ensure that these meals are modest and occasional, held in appropriate venues for this purpose (preferably at the sites where educational activities are conducted), and should not include or be part of any entertainment or recreational activities. The cost of the meals must comply with the guidelines specified in **Annex I**.

**Associates** may pay for the meals of Healthcare Professionals with whom they are exchanging information. Costs for meals for any other individuals not involved in the interaction will not be covered.

The cost of meals for **Healthcare Professionals** or medical institution employees who are not present at the event will not be covered, nor will expenses for meals for any accompanying individuals or related parties, or persons who do not have a professional interest in the information being shared at the meeting.

In educational activities conducted via **Virtual Interaction**, sending meals to the locations where **Healthcare Professionals** are situated, such as their home, hospital, private practice, or university, is not permitted.

## 2.3 Entertainment

AMID Associates are committed to not sponsoring **Entertainment Events**, regardless of their name. They may only participate in or offer activities that are part of a program with medical-scientific and/or educational exchange purposes.

## 2.4 Gifts

AMID Associates will not provide gifts to **Healthcare Professionals** under any circumstances.

## 2.5 Educational and/or Scientific Material

This refers to the material defined in numeral xv of Chapter I Definitions, which includes characteristics and resources that facilitate understanding, teaching, and learning. This material is provided to **Healthcare Professionals** exclusively for educational or scientific purposes and must be related to medical practice. Providing this material does not influence the prescription, purchase, or recommendation of a product.

The authorized amount for providing this material is limited to \$750.00 (seven hundred fifty pesos 00/100 Mexican Currency), except for anatomical models, which can be provided up to \$2,000.00 (two thousand pesos 00/100 Mexican Currency) or its equivalent in US dollars. (Both amounts exclude taxes)

Associates must record the provision of these materials, indicating the cause, frequency, and type of material provided by the sponsoring company.

Educational material is limited to once per year per Healthcare Professional or Institution and must adhere to the maximum amount specified in the second paragraph. This amount is per event, not per item.

## 2.6 Promotional Items

Associates acknowledge that in some cases, **Promotional Items** may be given. Under no circumstances should these items serve as incentives for the purchase or prescription of a product, nor should they condition the sale of such products. These items must adhere to the following guidelines:

- They will support certain professional activities, without substituting educational materials. Examples include notebooks, notepads, pens, etc.
- They must always display the logo representing the **Associate's** brand(s).
- They should have a promotional or advertising purpose.
- Their unit cost must not exceed \$200.00 (two hundred pesos 00/100 Mexican Currency) or its equivalent in US dollars (excluding taxes).
- They must not be intended for entertainment, decorative purposes, or personal use.
- The number of promotional items given to the same **Healthcare Professional** at an event should be appropriate to the event itself.
- For educational activities conducted via **Virtual Interaction**, sending Promotional Items to the locations where **Healthcare Professionals** are situated, such as their home, hospital, private practice, or university, is not permitted.

## CHAPTER 3

### 3.1 Sponsorships (Scholarships) for Healthcare Professionals

AMID **Associates**, in their commitment to best practices in the healthcare industry and to avoid and prevent conflicts of interest in any form, have agreed on the following rules regarding sponsorships. In general, sponsorships benefiting a Healthcare Professional should be granted for educational or research purposes, avoiding concessions for special pricing, rewards, or conditions related to the prescription or purchase of Associates' products or services, or any other circumstance that could be interpreted as an inappropriate incentive. Therefore, **Associates**:

- May only provide funds, either in cash or kind, to support advancements in medical science, the education of Healthcare Professionals and patients, or independent medical research through formally established organizations, associations, institutions, or foundations for these purposes. These entities are solely responsible for selecting the beneficiaries of the sponsorship. This provision applies to events organized both domestically and abroad.
- Direct or indirect sponsorship of **Healthcare Professionals'** attendance at events organized by a third party, whether domestically or abroad, is not permitted. This is to prevent it from being used or interpreted as an inappropriate incentive. Indirect sponsorship refers to using partners or commercial intermediaries to finance the mentioned activities.
- Sponsoring **Healthcare Professionals'** attendance at events in **Paradise Locations**, as referred to in Annex II of this **Code**, is strictly prohibited. International scholarships should aim to hold events in appropriate locations that promote scientific education and clinical

- practice. This is to avoid it being used or interpreted as an inappropriate incentive.
- Sponsorship of entertainment events is strictly prohibited.
  - **Commercial activities** (e.g., stands) are not considered sponsorships.
  - Proper documentation must be maintained for all activities conducted.
  - When Healthcare Professionals attend an event organized by a third party as speakers sent by an associate or their commercial intermediary, adherence to Chapter 4 of this Code is required.

In collaborative events, granting scholarships by any party is not permitted, as these events are open to participation.

### 3.2 Courses and Product Training (Associate-Sponsored Event)

Training, instruction, and demonstrations conducted by **Associates** for the benefit of Healthcare Professionals should primarily aim to enhance knowledge of medical science, applicable surgical techniques, and proficiency in the safe and effective use of medical devices for patient health.

These activities must be carried out without being a prerequisite for a commercial commitment and should not be considered as concessions for offering special prices, rewards, or conditions for the prescription or purchase of the **Associates'** products or services.

**Associates** acknowledge that the training they provide may take the form of courses, webinars, demonstrations, etc., for the benefit of their clients, distributors, or **Healthcare Professionals**, and must adhere to the following guidelines in all cases.

1. The training must be conducted by qualified personnel recognized by the **Associate** for the optimal management of their Products;
2. It may be held either in-person or virtually;
3. It may vary in duration depending on the needs of each product;
4. It must focus on promoting medical science knowledge, surgical techniques, and product knowledge and use, and must not include entertainment, recreation, or leisure activities, regardless of the event's duration;
5. When the training involves one or more **Healthcare Professionals** as attendees, it cannot be held at the Paradise Locations referenced in Annex II of this **Code**.
6. Attendance at the training will be limited to those receiving the training, and no accompanying persons will be allowed. Additionally, no expenses related to accompanying persons will be covered, regardless of the amount or type.

When training is conducted in-person, **Associates** may cover reasonable transportation, accommodation, and meal expenses related to this training.

For courses and training conducted virtually, sending meals or snacks to **Healthcare Professionals is not permitted, regardless of their location, such as their home, hospital, private practice, or university.**

### 3.3 Marketing and Promotion Meetings

When in-person meetings are held to discuss products, negotiations, or sales terms at locations other than the **Healthcare Professionals'** site (e.g., visits to manufacturing plants), the **Associate** may cover transportation and accommodation expenses, in accordance with the internal policies of the **Associates** for this purpose, as well as the guidelines established in this **Code**. In connection with these information exchange meetings, reasonable meal expenses may be covered in accordance with **Annex I** of this **Code**.

For marketing and promotion meetings conducted through **Virtual Interaction**, sending food to the **Healthcare Professional** is not permitted, **as outlined in the last paragraph of section 3.2 of this code**.

**Associates** will not cover the expenses of guests or other companions of **Healthcare Professionals** participating in such meetings, as specified in section 3.2. Additionally, Healthcare Professionals should not attend events at the paradise locations referenced in Annex II of this **Code**.

### 3.4 Travel and Accommodation

It is appropriate to cover travel and accommodation costs related to **events**, courses, product training, education, or equipment demonstrations in accordance with the following guidelines:

- A. Expenses for transportation, accommodation, and meals incurred from the day before the event until one day after its conclusion may be covered, provided that the itinerary requires it.
- B. Accommodation must be in the event's host hotel or hotels with similar rates. In such cases, the **Associate** will not pay additional expenses outside of the hotel's accommodation rate. All participants must stay in standard rooms.
- C. First-class flights are not permitted. All participants will travel in economy class. If a medical condition or continuous flights longer than six hours require the participant to travel in Business Class, it will be at the discretion of the **AMID Associates** to approve and document it according to their internal policies. This should also be considered in accordance with each company's internal guidelines.
- D. Payments for travel, accommodation, and meals for companions and/or visitors of any **Healthcare Professional** are prohibited.
- E. For meetings to discuss products, negotiations, or sales terms at locations other than the **Healthcare Professionals'** site (e.g., visits to manufacturing plants), the associate may cover transportation and accommodation expenses as per this Section.
- F. Excursions, recreational activities, or additional expenses such as laundry, room service, or other services will not be covered.
- G. **Associates** will follow their internal processes and use the services of their contracted travel agencies to organize these activities, thus minimizing reimbursements or direct payments to Healthcare Professionals for these concepts.

Cash payments are not permitted.

- H. For **Healthcare Professionals** attending, events should not be held at the paradise locations referenced in Annex II of this code.

### 3.5 Investigation

**Associates** may provide any support and/or contract the services of **Healthcare Professionals** to conduct medical and/or scientific research, with the aim of advancing clinical progress for the benefit of patients, provided that they comply with local laws and regulations and meet the following requirements:

- A. A prior written request must be made to the **Associate** to conduct the research.
- B. Have a formal research protocol and obtain all necessary permits and authorizations for its execution.
- C. The agreement made to receive any support should consider, among other aspects, the following:
  - i. The research protocol, which specifies the institution and the responsible (related) researchers conducting the studies.
  - ii. The name of the study to be conducted and its objective.
  - iii. Clauses regarding adherence to the protocol.
  - iv. Methods of support and allocation of resources.
  - v. Method of delivering periodic and final reports of results.
  - vi. Communication of results to the scientific community, as well as any adverse incidents.

Researchers must possess the necessary skills and capabilities, and the institution must have adequate facilities for conducting the clinical studies in question. Compensation must be determined according to Fair Market Value and in no way related to the volume or value of past, present, or future business.

Similarly, the research must have a well-defined objective and timeline and should not, in any way, be linked to the past, present, or potential commercialization of the **Associate's** products or services.

## CHAPTER 4

### 4.1 Service Contracts with Healthcare Professionals

**Associates** may contract consulting and/or advisory services, either in-person or virtual, from **Healthcare Professionals**, such as: presentations at trainings sponsored by any of them, the delivery of workshops, conferences, and product demonstrations, for which the associates must compensate the Healthcare Professionals within the **Fair Market Value**.

There must be a previously identified and legitimate requirement for the contracted services, and they should not be intended to induce the service providers to purchase the associates' products. The work carried out by these **Healthcare Professionals** must be conducted in a location appropriate for the type of services provided.

The selection of **Healthcare Professionals** for the provision of services must be based solely on their experience and qualifications to meet the identified need.

The number of **Healthcare Professionals** to be considered for service contracts must be fully justified based on aspects such as the event program, the number of participants, the number of sessions, among others.

Compensation must be determined according to **Fair Market Value** and in no way related to the volume or value of past, present, or future business with the **Healthcare Professional**.

The contracted services must be documented in writing with a detailed description of the service provided; their compensation must be requested, authorized, and formalized prior to the service being rendered. Payment must be made in the name of the person who provided the services, applying local taxes and related legal requirements. Payments cannot be made in cash.

If **Healthcare Professionals** provide services to a Public Institution, the Institution shall be responsible for obtaining the necessary authorization prior to accepting the agreement, in accordance with applicable regulations.

**Associates** may pay for or reimburse the costs of meals, transportation, and lodging incurred by **Healthcare Professionals** in connection with the provision of services, in accordance with Chapter 3, Section 3.4, Travel and Lodging, of this code. This shall be formally documented and authorized.

## CHAPTER 5

### 5.1 Donations to Charitable Institutions

Donations are a reflection of our Associates' commitment to the community and our identity as responsible corporate citizens. They shall be part of a corporate social responsibility initiative aimed at addressing a humanitarian need.

All donations shall be made in accordance with the following:

- a. A proper evaluation must be conducted to ensure that donations are not provided to unduly influence or for improper activities; likewise, they may be made in response to a specific request or as a proactive offer.
- b. Donations shall be made to private assistance institutions or other non-profit organizations authorized for this purpose under applicable law. In no case shall donations be made to individuals or in the name of a Healthcare Professional.
- c. Donations shall not be made in exchange for commercial advantages or be conditioned on past, present, or future sales.

**Associates** shall be responsible for implementing policies and procedures within their organizations to ensure compliance with the foregoing.

## CHAPTER 6

### 6.1 Samples

Each **Associate** shall have internal policies and procedures governing the issuance and proper use of samples.

Provided that local laws and regulations permit, free samples of a product may be provided to **Healthcare Professionals** for demonstration, evaluation, familiarization, and/or education purposes related to the Associates' products, in order to improve patient care. Such samples cannot be sold or misused, that is, used for purposes other than those previously indicated. All samples:

- a. Samples must be clearly labeled to distinguish them from products authorized for sale.
- b. They should be provided in quantities and frequencies sufficient to allow for a proper evaluation, as determined by each Associate based on the medical criteria applicable to the device in question.
- c. Samples should not be conditioned on a sale or be construed as compensation for a service.
- d. The provision of samples must be adequately documented both before and after delivery.

### 6.2 Product, Service, or Equipment Demonstrations or Evaluations

Equipment, services, or products provided for demonstration or evaluation may be granted for a period determined by each **Associate** based on its internal criteria and policies, with a maximum term of 6 consecutive months per contract without the possibility of renewal, in order to allow **Healthcare Professionals** to learn about their performance and operation.

The provision of products, services, or equipment for demonstration or evaluation must be adequately documented both before and after to minimize the risk of providing an inappropriate financial benefit to **Healthcare Professionals**. Companies must ensure that products or equipment on demonstration or evaluation are returned or properly disposed of, as determined by their nature, at the end of the evaluation period, if they were not purchased.

**Associates** may request additional documentary requirements that allow them to recover equipment or products as dictated by their internal policies.

## CHAPTER 7: Obligations of the Associate's Commercial Intermediaries in Their Interaction with Healthcare Professionals.

AMID **Associates** recognize that in their commercial activities and interactions with **Healthcare Professionals**, they are represented by the Associate's **Commercial Intermediaries** and that it is of vital importance that these Intermediaries know the provisions of this code in order to ensure compliance.

All provisions contained in this code shall be applicable to the Associate's **Commercial Intermediaries**; in this sense, the **Associates** undertake to transmit and train their employees and **Commercial Intermediaries** in the provisions of this code and shall each establish the necessary mechanisms to ensure that their Intermediaries adopt these provisions as part of their internal regulations and that, consequently, they observe conduct consistent with them.



## CHAPTER 8: Virtual Interaction

Associates recognize that the global situation caused by the SARS-CoV-2 virus pandemic has accelerated the use of digital platforms as a tool to maintain contact with Healthcare Professionals. Likewise, associates recognize the need to maintain high standards in interacting with these professionals with respect to the use of digital platforms, information technology, and telecommunications, which are not exempt from compliance with certain regulations, but above all ethical principles to ensure a healthy coexistence. In this sense, the associates submit to the principles for virtual interaction as the basis for this type of interaction without this implying non-compliance with higher standards that could be established in accordance with the internal regulations of each one of them.

### Principles for Virtual Interaction

#### 8.1 Data Privacy Considerations

Nearly all countries now have data privacy laws or regulations governing the collection, processing, use, disclosure, transfer, storage, and disposal of personal information. Such laws require the organizer to obtain the consent of **Healthcare Professionals** and other attendees for the use of their personal information for educational, marketing, or other purposes. For cross-border events, Associates must consider any conflicts regarding the requirements in different countries that require the opening and management of processes for the different participants. Any other standards in the handling of data privacy should also be considered and complied with.

Associates are obligated to have policies and procedures in compliance with data privacy laws.

#### 8.2 Hiring Healthcare Professionals for Virtual Events

Chapter 4 of this Code applies to the hiring of **Healthcare Professionals** to provide services related to virtual events. The credentials of **Healthcare Professionals** must be consistent with the services to be provided, with the number of **Healthcare Professionals** hired not exceeding what is reasonably necessary. For a panel discussion with several speakers or moderators, the amount of time spent by each participant should be a differentiating factor in measuring the consistency of the number of consultants or speakers hired.

#### 8.3 Fair Market Value for Services Provided by Healthcare Professionals

As with any service contract, the compensation to be paid to **Healthcare Professionals** should be limited to the **Fair Market Value** of the jurisdiction where they practice or provide these services. Services provided by **Healthcare Professionals** must be compensated according to the time spent performing such services and the time spent preparing to perform them.

All contracts must be consistent with the provisions of this Code, with interactions between Associates and **Healthcare Professionals** being governed by the highest ethical standards, preserving the independence of the latter.

## 8.4 Control of Access to Virtual Events

The organizers of virtual events should consider whether the technologies and platforms used allow for sufficient control over access and verification of attendee participation.

Employees of the Associates shall refrain from attending events of their competitors or any other associated company without express permission.

## 8.5 Event Recording

Prior to recording any event for subsequent reproduction or distribution, Associates must consider the need to inform participants, obtain consent, and take appropriate data protection measures. Extra care must be taken before recording any content involving the disclosure or discussion of patient records and/or procedures.

## 8.6 Prohibition of Food/Beverages at Virtual Events

Associates may provide food/beverages as outlined in chapter 2.2 of this Code only to **Healthcare Professionals** who meet at a physical location to participate in a virtual event, and this must be consistent with the duration of the event.

For educational activities conducted through **Virtual Interaction**, it is not permitted to send food to the location where **Healthcare Professionals** are situated, such as their private residence, hospital, private office, or university. This provision applies even when food is delivered through prepaid vouchers or food cards.

## 8.7 Regulatory Restrictions on Virtual Events

Associates must consider the application of restrictions on the marketing of medical devices in countries where they have not been approved for sale by regulatory authorities. When a product has been approved for different uses in different markets, considerations may arise regarding off-label promotion in cross-border programs.

For events involving participants from multiple countries, Associates should consider whether disclaimers or warnings about the use or handling of unapproved products are appropriate. Additionally, Associates should consider whether the regulations of some countries consider it inappropriate for a **Healthcare Professional** to attend such events.

## 9 Legal Framework

The provisions set forth in this code constitute the Associates' agreement to a self-regulatory scheme for interactions between them, either directly or through their **Commercial Intermediaries**, and Healthcare Professionals. The purpose of this is to promote ethical and transparent business relationships. In addition, the Associates reaffirm their commitment to complying with national and international regulatory frameworks on anti-corruption, such as the provisions of the National Anti-Corruption System, the Foreign Corrupt Practices Act (FCPA), and the UK Bribery Act.

## 9.1 Effective Date and Amendments to the Code

This version of the Code shall enter into force on May 17, 2023, and shall be subject to review every two years.

This Code cannot be changed without written approval from AMID members in accordance with our bylaws.

Members must sign an annual compliance statement by the end of the first quarter. Failure to do so may result in membership termination.

Members are also responsible for ensuring that their **Commercial Intermediaries** comply with this Code.

## Annexes

### Annex I. Domestic Meals

<b>Breakfast</b>	\$450.00 (four hundred fifty Mexican pesos 00/100 M.N.) /or USD equivalent)
<b>Lunch or Dinner</b>	\$1,350.00 (one thousand three hundred fifty Mexican pesos 00/100 M.N.) /or USD equivalent)

\*Does not include tips and taxes

\*Prices per person

\*Unused daily amounts cannot be accumulated to make a single payment for meals

\*This is a guide for associates, subject to annual updates or as needed according to fluctuations in the exchange rate between the U.S. dollar and Mexican peso and inflation costs

#### 1. **Annex II. Paradise Locations in National Territory.**

2. Riviera Maya
  - Cancun
  - Acapulco
  - Cozumel
  - Los Cabos
  - Riviera Nayarit / Nuevo Vallarta
  - Puerto Vallarta