

Checklist Sponsorship of Projects/Activities

Introduction

This checklist is intended as a tool for suppliers of medical devices on the one hand, and healthcare professionals and institutions on the other, who wish to enter into a sponsorship agreement as referred to in Article 15 GMH Code.

The GMH Code sets conditions for the sponsorship by suppliers of medical devices of projects/activities of healthcare professionals and institutions. These conditions are included in Articles 15, 16, 17, 25 and 29 GMH Code.

You can use this checklist to verify whether these conditions are met and included in the agreement. Work through the checklist carefully and, for each item, confirm where (in which article or annex) the item is regulated. Also carefully check whether each provision is worded correctly and with sufficiently specificity.

Note: This checklist is *not* applicable to the sponsorship of meetings.

	Subject/conditions	Included in
1.	The sponsorship arrangements are laid down in a written agreement and this agreement: <ul style="list-style-type: none"> a. Is signed by both the supplier acting as sponsor (hereinafter: the sponsor), and the party benefiting from the sponsorship (hereinafter: the sponsored party), and b. Contains all rights and obligations arising from the sponsorship. 	
2.	The purpose of the sponsorship is to: <ul style="list-style-type: none"> a. the support of independent medical research and/or b. the advancement of medical science and/or the improvement of patient care and/or c. the stimulation and advancement of education, and/or d. information provision. 	
3.	The sponsored party is a organised collaboration between healthcare professionals or an institution	
4.	The sponsored party has substantiated the sponsorship request with a budget, and this budget has been made available to the sponsor together with the sponsorship request.	
5.	Agreements have been made regarding accountability afterwards by the sponsored party to the sponsor about the spending of the sponsorship amount, so that the sponsor can verify that the contribution has been spent in accordance with the predetermined purpose and setup.	

6.	Agreements have been made about repayment or spending of any surplus of the granted sponsorship amount.	
7.	The sponsorship is in no way related to the purchase, use or prescription of and/or advice on the sponsor's product or otherwise linked to previous, current or potential future use of the product or services of the sponsor.	
8.	The sponsorship does not compromise the independence, reliability and credibility of the sponsored party and the sponsor.	
9.	The sponsor (or, in exceptional cases: the sponsored party) shall be responsible for reporting to the Healthcare Transparency Register.	
10.	The Executive Board of the Institution has granted its approval for entering into the sponsorship agreement, as evidenced by co-signing of the agreement by or on behalf of the Executive Board.	

Additional conditions if the sponsorship relates to research:

A.	The objective of the (clinical or non-clinical) research is legitimate, and the design and execution comply with relevant legal, scientific and ethical requirements.	
B.	Sponsorship is limited to reasonable compensation for: <ul style="list-style-type: none"> a. activities by healthcare professionals, within the boundaries set out in Article 13; b. support activities by persons other than healthcare professionals; c. expenses, and/or d. the use of facilities, rooms and equipment. 	
C.	The agreement includes (in addition to points 1–10) the research objective and arrangements concerning the use of any medical devices provided for the research.	

Additional conditions if the sponsorship relates to scholarships:

A.	The scholarship is awarded by an educational institute, institution or professional association for medical training programs.	
B.	The selection of the recipient takes place independently of the sponsor	
C.	The sponsorship amount is paid to the educational institute/institution/professional association (and not to individuals), unless supported by an explicit written request from the board of the relevant institute, institution or association.	

Disclaimer

This checklist has been drawn up as a tool for suppliers of medical devices and healthcare professionals and institutions who wish to enter into a sponsorship agreement as referred to in Article 15 GMH Code. No rights can be derived from this checklist. The GMH is not liable for the use of the checklist and any consequences associated with it.

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