

## MEDIA/DIRECTOR v ASTRAZENECA

### Criticism of a meeting

An article in The Guardian headed 'Drug firms a danger to health – report' with the subheading 'International research exposes flaws in £33bn marketing budget' criticised, *inter alia*, AstraZeneca. In accordance with established practice, the matter was taken up by the Director as a complaint under the Code.

The article at issue stated: 'The British company AstraZeneca, for instance, has been criticised by regulatory bodies; it allegedly organised an event to promote its drug Crestor which included tickets for a musical, and provided flights and hotels for doctors to attend a conference on bipolar disease on the French Riviera. AstraZeneca says all employees must now pass an exam on its code of conduct'.

The Panel noted that AstraZeneca in the UK had sponsored doctors to attend a meeting in Cannes. The arrangements for the meeting, insofar as they affected the UK company's involvement, were, therefore, subject to the UK Code. Meetings organised by pharmaceutical companies which involved UK health professionals at venues outside the UK were not necessarily unacceptable. There had, however, to be valid and cogent reasons for holding meetings at such venues. As with meetings held in the UK, in determining whether such a meeting was acceptable, consideration had also to be given to the educational programme, overall cost, facilities offered by the venue, nature of the audience, hospitality provided and the like. As with any meeting it should be the programme that attracted delegates and not the associated hospitality or venue.

The meeting held in Cannes was an international congress organised by AstraZeneca global. The meeting was attended

by over 1,000 international delegates. AstraZeneca in the UK had sponsored a hundred senior UK psychiatrists to attend. The invitation, which also included the agenda, showed that the meeting started in the late afternoon of a Tuesday and finished, after a full day and a half of presentations and poster sessions, at lunchtime on a Thursday. The faculty was international.

The Panel considered that the arrangements for the meeting were not unacceptable. Delegates were drawn from around the world, as was the faculty, and the meeting had a high scientific content. Although the cost per delegate was on the limits of acceptability, the Panel did not consider that the hospitality offered would be viewed as the primary inducement to attend the meeting. No breach of the Code was ruled.

An article in The Guardian of 26 June headed 'Drug firms a danger to health – report' with the subheading 'International research exposes flaws in £33bn marketing budget' criticised, *inter alia*, AstraZeneca UK Limited. In accordance with established practice, the matter was taken up by the Director as a complaint under the Code of Practice.

### COMPLAINT

The article at issue referred to a report compiled by Consumers International which examined marketing practices and self regulation. The article stated: 'The

British company AstraZeneca, for instance, has been criticised by regulatory bodies; it allegedly organised an event to promote its drug Crestor which included tickets for a musical, and provided flights and hotels for doctors to attend a conference on bipolar disease on the French Riviera. AstraZeneca says all employees must now pass an exam on its code of conduct’.

When writing to AstraZeneca the Authority asked it to respond in relation to Clause 19.1 of the Code.

## RESPONSE

AstraZeneca stated that it took corporate governance and compliance with both the letter and the spirit of the Code very seriously and as such had been working since late 2005 to ensure compliance with the 2006 Code. Both the events referred to in the article, and the report upon which it was based (‘Branding the cure’ by Consumers International), related to activities within other (non-UK markets) during 2003.

AstraZeneca stated that, in compiling its report, Consumers International sought to bring its concerns about the global activities of pharmaceutical companies to the attention of consumers. Its research into pharmaceutical promotional activities appeared to have been conducted largely via the internet and all the references provided in the report related to investigations published by the relevant national regulatory bodies or previous media articles.

AstraZeneca stated that it had a comprehensive external meetings policy, which was last revised in June 2005. This required all meetings to be reviewed for compliance with the Code and for all details to be recorded. The policy clearly outlined the educational content expected from each type of meeting and also specified the type of venue, subsistence costs and honoraria rates. As the associated costs of the meeting increased, so did the seniority of the manager required to review and approve it.

AstraZeneca noted that the article in The Guardian did not state that the event as reported related to the activities of overseas AstraZeneca marketing companies and had already been reviewed by the relevant regulatory authorities.

The Consumers International report also referred to a meeting on bipolar disorder held in Cannes. The report stated that the Dutch marketing company was ‘put on probation’ by the authorities but AstraZeneca believed that the report was wrong in this regard as there was no corresponding report on the Dutch regulatory authority’s website.

AstraZeneca had contacted Consumers International for clarification, as the specific reference was not provided in the report itself. The reply from Consumers International was provided.

The reference was to an international event run by the global business and held in Cannes in November 2003. This was a scientific meeting attended by over 1,000 psychiatrists from a wide range of countries. The specific case referred to in the Consumers International report was made against the Canadian marketing company.

Specifically, the Canadian marketing company was found in breach of its local code because it had not contracted with Canadian physicians appropriately about the need to share their learning on their return to Canada – a pre-requisite for such support.

AstraZeneca in the UK took 100 senior psychiatrists to this meeting. The company believed the agenda and logistics were within the spirit and the letter of the 2003 Code. It provided copies of the certified materials.

In the financial breakdown a line appeared stating ‘entertainment’. This referred to subsistence costs allocated to each AstraZeneca employee. This allowed AstraZeneca staff to offer appropriate refreshments to delegates and equated to £8 per delegate per day. In 2003, this was the terminology used. Since then AstraZeneca had reworded its forms to reflect more appropriate wording.

Cannes was deemed an acceptable venue for an international meeting of this size owing to the conference facilities that were available, allowing AstraZeneca to accommodate the 1,000 delegates who attended this particular event.

AstraZeneca believed therefore that there was no *prima facie* case and denied any breach of Clause 19.1.

In summary, AstraZeneca submitted that the event, as reported by the Consumers International article and subsequently by The Guardian, did not relate to the UK marketing company, therefore there was no *prima facie* case and AstraZeneca denied any breach of Clause 19.1.

## PANEL RULING

The Panel noted that AstraZeneca in the UK had sponsored doctors to attend a meeting in Cannes. The arrangements for the meeting, insofar as they affected the UK company’s involvement, were, therefore, subject to the UK Code. As the meeting had taken place in November 2003 the requirements of the 2003 edition of the Code applied. The supplementary information to Clause 19.1 of the 2003 Code stated that meetings organised by pharmaceutical companies which involved UK health professionals at venues outside the UK were not necessarily unacceptable. There had, however, to be valid and cogent reasons for holding meetings at such venues. As with meetings held in the UK, in determining whether such a meeting was acceptable or not, consideration had also to be given to the educational programme, overall cost, facilities offered by the venue, nature of the audience, hospitality provided and the like. As with any meeting it should be the programme that attracted delegates and not the associated hospitality or venue.

The Panel noted that the meeting held in Cannes was an international congress organised by AstraZeneca global. The meeting was attended by over 1,000 delegates from all over the world. AstraZeneca in the UK had sponsored 100 senior UK psychiatrists to attend. The invitation, which also included the agenda, showed that the meeting started in the late afternoon of Tuesday, 11 November and finished, after a full day and a half of presentations and poster

sessions, at lunchtime on Thursday, 13 November. The faculty was international. The cost of attendance for each UK delegate was £1,414.

The Panel considered that the arrangements for the meeting were not unacceptable. Delegates were drawn from around the world, as was the faculty, and the meeting had a high scientific content. Although the cost per delegate was on the limits of acceptability,

the Panel did not consider that the hospitality offered would be viewed as the primary inducement to attend the meeting. No breach of Clause 19.1 of the 2003 Code was ruled.

**Proceedings commenced 29 June 2006**

**Case completed 29 August 2006**