

ANONYMOUS v BRISTOL-MYERS SQUIBB

Arrangements for a meeting

One of those present at a meeting sponsored by Bristol-Myers Squibb complained anonymously about the venue. The meeting was held at a football club in a room overlooking the pitch.

The complainant understood that the newly revised Code specifically excluded the use of sporting venues for meetings and hospitality. The complainant alleged that this was a clear breach of the Code and trusted that this matter would be investigated fully.

The Panel noted that although the meeting had been held at a football ground Bristol-Myers Squibb submitted that no sporting event took place immediately before, during or immediately after the meeting. The venue was chosen because the business meeting facilities it offered would accommodate the 175 delegates. Other venues in the area, according to Bristol-Myers Squibb, would have difficulties accommodating that number of people. The programme was for a scientific/educational meeting.

Overall, the Panel considered that it was not inappropriate for Bristol-Myers Squibb to sponsor the meeting held at the football club and ruled no breach of the Code.

One of those present at an afternoon meeting (12 noon to 5pm) sponsored by Bristol-Myers Squibb Pharmaceuticals Limited complained anonymously about the venue.

COMPLAINT

The complainant noted that on 28 June 2006 a meeting on hypertension and cardiovascular medicine was held at a football club, in a room overlooking the pitch.

The complainant understood that the newly revised Code specifically excluded the use of sporting venues for meetings and hospitality. The complainant alleged that this was a clear breach of the Code and trusted that this matter would be investigated fully.

When writing to Bristol-Myers Squibb the Authority asked it to respond in relation to Clause 19.1.

RESPONSE

Bristol-Myers Squibb submitted that the meeting in question was organised by a primary care trust (PCT) as a protected learning time event focussing on cardiovascular risk.

Bristol-Myers Squibb submitted that it was approached by the PCT to assist with funding for the meeting to the amount of £500 in return for a stand outside the meeting, as were a number of other named pharmaceutical companies.

Bristol-Myers Squibb submitted that except for its sponsorship the meeting was independent and the company had no control or influence over the content of the meeting and nor was it involved with the

meeting logistics, the selection or payment of speakers or the selection of venue. Bristol-Myers Squibb noted that the 'Sponsorship for Training' document which set out the agreement between the company and the PCT, and thus governed Bristol-Myers Squibb's input, reiterated the absence of control by Bristol-Myers Squibb in the meeting.

Bristol-Myers Squibb understood that no sporting events took place either immediately before, during or immediately after the meeting in question. No entertainment or sport was organised or subsidised by Bristol-Myers Squibb for any of the delegates. As stated above, Bristol-Myers Squibb only paid a sponsorship fee to the PCT to have a stand at the event.

However for completeness, Bristol-Myers Squibb stated that in its view the venue was appropriate for the meeting for the reasons set out below.

Bristol-Myers Squibb noted that the supplementary information to Clause 19.1 of the Code stated that a meeting venue must be appropriate and conducive to the main purpose of the meeting; lavish or deluxe venues must not be used and companies should avoid using venues that were renowned for their entertainment facilities. Further guidance on the appropriate use of sporting venues was provided by the Authority in the May 2006 Code of Practice Review. This guidance stated that when large numbers of delegates were to be invited to a meeting it might be impossible to hold it at a business style hotel. A conference centre within a football stadium or the like might have to be used instead. Companies organising, or sponsoring, meetings at such high profile venues should be satisfied that no other venue was large enough to accommodate the meeting and that the overall impression given by the proposed arrangements would not be unacceptable in relation to the requirements of Clause 19.1. The guidance further stated that it must be the programme that attracted delegates to a meeting, not the venue and required that companies ensured that no sporting events took place at the venue immediately before, during or immediately after the meeting.

Bristol-Myers Squibb submitted that the local area suffered from a dearth of suitable meeting venues for large audiences. 175 delegates attended the meeting and Bristol-Myers Squibb understood that the two local hotels would not have been able to accommodate this number. Consequently, this was the second year running that the PCT had organised a meeting at the venue in question.

Bristol-Myers Squibb confirmed that its stand, as the only part of the meeting for which it was responsible, was certified in accordance with the Code. Furthermore, consistent with its standard operating procedure and as a key element in determining

whether the company would sponsor the meeting, the meeting agenda, its proposed content and level of hospitality were reviewed by its area business manager to ensure compliance with the Code.

Bristol-Myers Squibb submitted that it had no *prima facie* case to answer with respect to Clause 19.1 of the Code. If the Authority ruled that the venue selected by the PCT was inappropriate, Bristol-Myers Squibb agreed not to sponsor such an event at this venue in future.

* * * * *

The Director considered that a *prima facie* case had been established. The involvement of Bristol-Myers Squibb as a sponsor was covered by the Code. The matter needed to be considered by the Panel.

* * * * *

PANEL RULING

The Panel noted that the supplementary information to Clause 19.1 of the Code, Meetings and Hospitality, stated, *inter alia*, that venues for meetings must be appropriate and conducive to the main purpose of the meeting; lavish and deluxe venues must not be used and companies should avoid using venues that were renowned for their entertainment facilities. The impression that was created by the arrangements for any meeting must always be kept in mind. Meetings organised for groups of doctors, other health professionals and/or appropriate administrative staff which were wholly or mainly of a social or sporting nature were unacceptable.

The Panel further noted the advice in the May 2006 Code of Practice Review that when large numbers of

delegates were to be invited to a meeting it might be impossible to hold it at a business style hotel. A conference centre within a football stadium or the like might have to be used instead. Companies organising, or sponsoring, meetings at such high profile venues should be satisfied that no other venue was large enough to accommodate the meeting and that the overall impression given by the proposed arrangements would not be unacceptable in relation to the requirements of Clause 19.1. Gratuitous use of sporting or leisure venues was unacceptable. It must be the programme that attracted delegates to a meeting, not the venue. Further, companies must ensure that no sporting events took place at the venue immediately before, during or immediately after the meeting. Venues must not be used so as to knowingly take advantage of any entertainment/sport that had been organised/subsidised by a third party.

The Panel noted that although the meeting had been held at a football ground Bristol-Myers Squibb submitted that no sporting event took place immediately before, during or immediately after the meeting. The venue was chosen because the business meeting facilities it offered would accommodate the 175 delegates. Other venues in the area, according to Bristol-Myers Squibb, would have difficulties accommodating that number of people. The programme was for a scientific/educational meeting.

Overall, the Panel considered that it was not inappropriate for Bristol-Myers Squibb to sponsor the meeting held at the football ground. The arrangements were in accordance with Clause 19.1 of the Code. Thus the Panel ruled no breach of Clause 19.1.

Complaint received	10 July 2006
Case completed	9 August 2006