

ANONYMOUS v ASTRAZENECA

Inappropriate hospitality

An anonymous complainant complained, *inter alia*, about AstraZeneca's provision of hospitality to members of various national associations for asian psychiatrists working in the UK. The complainant drew particular attention to meetings held in Pakistan in 2004, Coventry in 2004, India in 2005 and Sri Lanka in 2005, sponsored by AstraZeneca and organised by the South Asian Forum (SAF).

The complainant alleged that these meetings were more of a get together and based on similar cultures/religions rather than recognized academic meetings.

The Panel noted the complaint was about the whole situation as well as the individual meetings. It appeared that SAF organised annual meetings and AstraZeneca was a major sponsor. Eleven doctors had been sponsored by AstraZeneca to each attend the meetings; Colombo (July 2005), New Delhi (February 2005) and Lahore (September 2004) in the space of ten months. The Panel was generally concerned about the arrangements and impression given. It considered each event separately.

The Panel noted that there was no agenda and no details of delegates or costs for the meeting in Coventry. The only item provided was an invitation letter which referred to the first West Midlands, South Asian Forum meeting, which was created by SAF. It appeared that the business of the forum was dealt with on the Friday evening and the clinical and scientific programme was held on the Saturday morning. This was at odds with one of the presentation slides which stated that the business meeting ran from 9.30am to 10am on the Saturday morning. The clinical lectures ran from 10am until 12.45pm. A corporate presentation on AstraZeneca was given on the Friday evening.

The Panel was concerned that no details were available about the costs, or the list of delegates or the final programme. The Panel did not consider a meeting of just 4.5 hours in total justified overnight accommodation.

The Panel noted that only a small number of delegates stayed on the Friday evening. The reason given by AstraZeneca was due to significant travel. The Panel queried this given the regional nature of the meeting. The Friday evening was not part of the meeting as such as most of the delegates had not attended. On balance, the Panel did not consider that the overnight stay was justified and thus a breach of the Code was ruled. The Panel did not consider that the circumstances warranted any rulings of further breaches of the Code including Clause 2.

The Panel considered that from the programme for the meeting in Lahore the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company or for delegates to be sponsored to attend. The sessions ran generally from 9am – 5pm on each day. The programme stated that AstraZeneca was the sole sponsor for UK delegates via an unrestricted grant which covered economy air fare, five nights' stay at a hotel, subsistence and World Psychiatry Association (WPA) registration.

The Panel noted from AstraZeneca's submission that a live folk music presentation had been arranged by the SAF. AstraZeneca stated that it had no part in the invitation, arrangement, promotion or logistical facilitation of this event.

The memorandum of understanding between AstraZeneca and SAF stated that the total cost per invited person was approximately £1100. The total educational grant from AstraZeneca was £55,000. All costs should be within this budget including AV costs, speakers (2 or 3) and any additional meeting costs. This would fund 50 to 55 delegates. The invitation to delegates referred to the need to comply with the Code.

The Panel was, however, concerned to note that the memorandum stated that AstraZeneca representatives were to invite UK delegates from early 2004 'to reap benefit from beginning of year'.

Nonetheless, taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and no breach was ruled.

The Panel considered that from the programme for the meeting in New Delhi the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company or for delegates to be sponsored to attend. There were two half day sessions and two full day sessions plus an AstraZeneca satellite symposium for UK delegates. The educational grant (around £114,000) was to cover travel, 3 nights' accommodation, subsistence and registration fee for 70 delegates.

The Panel noted that attendance at the conference necessitated a three night stay but 23 of the delegates sponsored by AstraZeneca (29%) travelled out earlier or returned later than the AstraZeneca appointed times with an average length of stay of 14 days. AstraZeneca submitted that the additional costs incurred by such changes were to be paid by delegates.

The Panel was concerned that delegates, including

AstraZeneca staff, had taken the last day out of the conference to visit the Taj Mahal. This was not arranged or facilitated by AstraZeneca nor was it part of the programme but nevertheless the Panel considered that the participation of AstraZeneca staff on such an outing which meant missing some of the sessions gave a poor impression.

Taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and no breach of the Code was ruled.

The Panel considered that from the programme for the meeting in Colombo the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company or the delegates to be sponsored to attend. There was one half day session and four full day sessions plus an AstraZeneca satellite symposium for UK delegates.

AstraZeneca funded travel and accommodation for 105 delegates covering flights, 5 nights' accommodation, subsistence and WPA registration fee.

The Panel was again concerned that a number of delegates travelled outside the AstraZeneca appointed times but it was made clear that all additional costs were to be paid by delegates.

Taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and no breach of the Code was ruled.

The Panel noted that AstraZeneca had sponsored the entire costs of the meeting in Birmingham for 57 delegates. The educational part ran for 1.5 hours on the Friday evening and from 9.30am until 3.30pm on the Saturday (including refreshment breaks). From the programme the Panel considered that the scientific/educational content (6.25 hours) was not unreasonable for sponsorship by a pharmaceutical company or for delegates to be sponsored to attend. Taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and no breach was ruled.

The Panel considered that from the programme for a meeting in Dubai the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company or for delegates to be sponsored to attend. There were two half days and three full day sessions.

AstraZeneca was to sponsor 80 UK delegates. It would pay flight costs, accommodation, subsistence and WPA registration fee ie approximately £1,670 per delegate.

The Panel was concerned that two musical presentations were included albeit that these were arranged independently of AstraZeneca by SAF and the hotel. In the Panel's view the musical

presentations did not mean that the two dinners were wholly or mainly of a social nature.

The Panel considered that the subsistence offered appeared to be appropriate and not out of proportion to the occasion. It considered that the costs (around £1,670) were high and queried whether they were in line with the level that recipients would normally adopt when paying for themselves.

However, taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and no breach of the Code was ruled.

An anonymous complainant complained about the activities of a number of companies, including AstraZeneca UK Limited.

COMPLAINT

The complainant stated that in the last few years, a few psychiatrists had established a very close personal relationship with pharmaceutical companies. These psychiatrists had been using pharmaceutical companies for their personal advantages, benefits, ambitions and personal growth. They had established the South Asian Forum (SAF), which organised meetings for its members in the UK as well as places such as in India, Pakistan and Sri Lanka. All the expenses of hotel, travel and food were 'sponged' by pharmaceutical companies. Until recently AstraZeneca had 'sponged' Asian psychiatrists to travel to Pakistan in 2004, to India in January 2005, to Sri Lanka in July 2005. All these psychiatrists were friendly to each other and enjoyed these meetings as an opportunity to meet each other. They invited them to attend the meetings and money was paid by pharmaceutical companies. They maintained the database of most of the Asian and Arabic psychiatrists. It was a numbers game. They had numbers to influence the pharmaceutical companies and pharmaceutical companies tried to oblige the vulnerable psychiatrist who could increase prescriptions.

Surprisingly a meeting in Lahore (Pakistan) in 2004 was organised by a UK psychiatrist and his cousin in Pakistan. It was believed that about 100 health professionals were taken to Pakistan at the expense of AstraZeneca. The psychiatrists who went to Pakistan enjoyed a holiday and a large number were able to meet their family. It was worth investigating the list of delegates at that meeting, who invited them, how the money was paid. It was worth investigating as to whether the money was paid directly to the organisers and they organised a flight, hotel and other expenses. There were rumours that £1,400 per psychiatrist was paid by AstraZeneca to the organisers, to include all the expenses. The organisers (a few psychiatrists) had a meeting at a Coventry hotel in the UK to organise this meeting.

It was very important to investigate the list of participants who went to India, Sri Lanka and Pakistan. It was also important to check with the

participants who invited them, who motivated them and how money was paid for their visits. Interestingly it was decided who would go or not go to the outside UK meeting by two or three psychiatrists most of the time. These few psychiatrists invited delegates by email, telephone and post. They might be able to provide the addresses of the psychiatrists to pharmaceutical companies. In this kind of meeting they organised a fascinating Asian cultural programme that was also a motivating factor to attend.

It would be worthwhile to note that these kinds of meetings were more of a get together and based on similar cultures/religions not internally recognized academic meetings. The majority of delegates were attending again and again. There was a numbers game, this group could manage more than 100 psychiatrists to attend the meeting and it influenced the pharmaceutical companies to breach the Code. This numbers game and desire of a few psychiatrists for using pharmaceutical monies for their personal advantage/growth tempted pharmaceutical companies.

It was also worth investigating that two psychiatrists arranged a meeting of their common friends in Coventry, in 2004; all the participants were able to have free hotel and food. This gave a good opportunity to meet friends and have a weekend break. If funding was not available from pharmaceutical companies, not a single person would go to attend a South Asia Forum meeting outside the UK or within the UK. It was worth investigating the hotel in Coventry where two or three psychiatrists have had many personal meetings of friends/organizers and all the expenses were paid by AstraZeneca.

This South Asian Forum was a regional association and should not grow on the basis of pharmaceutical money. This association also closely worked with the Islam Association; about fifty percent of delegates were in common. One of the above psychiatrists had been instrumental in these two associations. These two associations would disappear within a few weeks if not days if they did not have financial support from pharmaceutical companies. It was evident that initially for two to three years one named company supported these kinds of meetings.

Motivating factors for participants:

- 1 Free hotel and sense of holiday; find it a nice weekend break.
- 2 Meeting common friends.
- 3 Enjoying night cultural programme.
- 4 In the night enjoying Asian food.

Motivating factors for organizer:

- 1 They tried to influence and build up relationships with world prominent psychiatrists who they invited as speakers and then used them for personal growth.
- 2 They reflected their strength to those who were contesting for any post in World Psychiatrist Association (WPA) and got closer to them.

Motivating factors for pharmaceutical companies:

- 1 Take advantage of numbers and try to push their sales.
- 2 Need for investigation to establish whether there has been a breach of the Code.
- 3 Was it appropriate to use pharmaceutical companies for their personal picnic or personal association or personal cultural meetings?
- 4 Was it appropriate to use pharmaceutical companies for their personal growth and uniting all Asians together and reflecting the numbers and influencing the pharmaceutical companies?
- 5 It was a two way process, pharmaceutical companies needed the numbers and this group of doctors needed money for their personal agendas.

The complainant asked why AstraZeneca repeatedly 'sponged' meetings such as the South Asian Forum, the Islam Association and meeting in Lahore, India and Sri Lanka.

Why did AstraZeneca sponsor so many psychiatrists to go to Pakistan which was more a holiday rather than an internationally recognized academic conference such as 'eruption' psychiatric conference or world psychiatric association.

Why AstraZeneca again and again sponsored more or less the same people to visit India and then Sri Lanka and Pakistan.

Why were the delegates selected by one or two psychiatrists who had a key role in the South Asia Forum.

Who maintained the database of the psychiatrists and sent the invitations.

Sent with the complaint was the notification and booking form for the South Asian Forum Regional Meeting held in Birmingham on 7 - 8 July 2006. This stated that the meeting was sponsored by AstraZeneca UK Ltd.

When writing to AstraZeneca the Authority asked it to respond in relation to Clauses 2, 9.1 and 19.1 of the Code.

RESPONSE

AstraZeneca submitted it had not sponsored activities of the Islam Association referred to by the complainant.

It should be noted that during the period between early 2004 to the current time, the environment had evolved and some of the standards that applied to meetings arrangements had changed. AstraZeneca policies and procedures had also adapted in step and a rigorous external meetings policy was put in place in 2005. Therefore AstraZeneca requested that the historical context for these meetings was borne in mind when reviewing the arrangements made for them, specifically for those meetings up to and including the Colombo meeting in mid-2005.

1 The South Asian Forum (SAF) and the British Indian Psychiatrists Association (BIPA) AstraZeneca's partnership

1.1 History of SAF

SAF was formally known as the South Asian Forum on Mental Health & Psychiatry; it was an international group set up with multiple aims that comprised mainly of academic work, charitable acts, advising governments and international networking. These aims and objectives were consistent with other British South Asian doctors groups eg British Association of Indian Anaesthetists, British Association of Physicians of Indian Origin, the Association of Pakistani Physicians and Surgeons of the United Kingdom. One of the principal aims of SAF was to provide a forum for the members to establish academic and professional links with other associations or groups that were working in the field of mental health. SAF had offices/chapters in several countries worldwide to administer SAF aims and objectives locally. SAF chapters might combine efforts in order to meet SAF international aims and objectives. The UK chapter of SAF would be referred to as SAF UK. There was no official membership however, the SAF events were open to all with an interest in the SAF aims and objectives. SAF UK maintained its own database of Asian psychiatrists in the UK.

In 1997, three psychiatrists formed a working group to create and formalise SAF (without any AstraZeneca involvement). This group then worked through to the formal launch at an international meeting held in Colombo in April 2002 – again without any AstraZeneca involvement. SAF was an independent group and was not wholly reliant on the pharmaceutical industry for support. AstraZeneca supported certain educational activities in partnership with SAF. SAF organised other activities that were run independently of AstraZeneca sponsorship but were funded by donations and relief work (www.southasianforumpsychiatry.com). SAF UK aimed to contribute to development of mental health services in other SAF chapter countries. To that end SAF chapters collaborated with various professional bodies in different countries to organise international and regional educational programmes. The international programmes were endorsed by the WPA.

AstraZeneca had sponsored some of SAF UK's educational activities because they enhanced the care of South Asian patients both in the NHS and in other countries. SAF reached out to represent approximately 20% of the consultant psychiatrist workforce in the UK. Medical schools in the UK had not historically given a special educational focus to the mental health needs of South Asian patients and this topic represented a significant unmet medical educational need.

AstraZeneca believed that SAF was a legitimate and worthy organisation for the industry to work with. In order to strengthen this professional relationship, AstraZeneca had, over the last 2 years, given considerable guidance to SAF regarding the Code, AstraZeneca Meetings Policy and the high standards

that AstraZeneca expected at its sponsored meetings. SAF had been receptive to this guidance and implemented it. An email was provided that set out a three year activities agreement with SAF starting in 2005.

Contrary to the complainant's assertion, AstraZeneca also sponsored delegates attending European psychiatry congresses such as those of the ECNP (European Congress on NeuroPsychopharmacology) and other global congresses such as the APA (American Psychiatric Association).

1.2 History of BIPA

BIPA was set up in 1993 with the aim of providing a forum for practising British psychiatrists of Indian origin. The organisation, which now had over 500 members, provided a forum for psychiatrists, across all grades, to promote, share and encourage research and education in psychiatry in the UK for the improvement of mental health services for people of Indian origin.

BIPA was an independent organisation and did not rely solely on funding from the pharmaceutical industry. BIPA members paid £40 for annual membership and £175 for life membership (www.bipa.org.uk).

2 Educational meeting in Coventry, 12-13 March 2004

This meeting was organised by the local AstraZeneca sales teams in collaboration with SAF UK. The meeting took place over a Friday evening and Saturday morning in March 2004 with a primary educational purpose. No other pharmaceutical company was involved.

The invitation that SAF used was provided. Since this was a locally organised meeting and took place two and a half years ago, detailed records including a delegate list, costs and a printed agenda were not available. It was believed 30-35 delegates attended the meeting on the Saturday whilst a smaller number that had significant travel to undertake arrived the night before. No delegates stayed on the Saturday night. At least one sales representative attended. AstraZeneca had details of the programme on Saturday morning but not Friday evening. It was believed that delegates received 1.5 hours education on Friday evening including a corporate presentation on AstraZeneca delivered by an AstraZeneca manager, followed by dinner. No entertainment of any kind took place at this meeting. The presentations were provided.

Delegates received 3 hours' education on Saturday morning (9.30-12.45pm including a 15 minute break) on 'Second generation antipsychotics and glucose metabolism', 'Treatment of bipolar disorder – a critical review', 'Gender and schizophrenia – treatment implications' preceded by a 30 minute SAF business meeting where an overview of SAF was presented to delegates, therefore providing 4.5 hours education in total.

Delegates were invited by both AstraZeneca sales

representatives and via SAF nominations from all over the central region of the UK that contained approximately a third of the UK population. Coventry was a central location and provided conference facilities to meet the needs of a meeting this size. An overnight stay was arranged due to the significant travel that AstraZeneca believed many of the delegates would have needed to undertake.

The venue was not a luxurious or sporting venue and would therefore have been perceived as being secondary to the educational purpose of the meeting. It had recently been renovated and so its accommodation was now significantly superior to that which it provided at the time. No entertainment was provided at this meeting.

AstraZeneca accepted that the retained records for this meeting were incomplete. However, the arrangements were focused on the educational content.

Since 2004 AstraZeneca had fundamentally revised its internal policies and practices, in particular for sales and marketing practices and external meetings. In 2005, an electronic customer relationship management tool was introduced that facilitated record keeping in line with AstraZeneca's new policies and the requirements of the Code. All meetings, be they local or centrally organised, were subject to a rigorous process and had to be validated before invitations were distributed. The meeting agenda and delegate list for all meetings were automatically recorded. In addition, all staff were tested annually on and agreed to fully comply with, the internal policies and the Code. All employees were required to sign understanding and acceptance of their responsibilities. Under the External Meetings Policy, it was understood that a meeting that required significant travel and had at least 6 hours of educational content could warrant an overnight stay.

AstraZeneca did not therefore consider breaches of Clauses 2, 9.1 and 19.1 of the Code to have occurred.

3 WPA regional and inter zonal meeting in collaboration with Pakistan Psychiatric Society, South East Asian Division, South East Asian Division of the Royal College of Psychiatrists, South Asian Forum on Mental Health and Psychiatry, World Association for Psychosocial Rehabilitation, Mental Health Resource Centre (a Pakistani based organisation) in Lahore, Pakistan, "Improving Mental Health in Developing Countries" - 16 - 20 September 2004, Lahore, Pakistan

This was a recognised, independent international congress attended by over 450 delegates and speakers from all over the world. It was endorsed and academically co-sponsored by the internationally recognised WPA.

The meeting and its agenda were organised by SAF UK in collaboration with the aforementioned bodies and independently of AstraZeneca. AstraZeneca was official sole sponsor of this meeting through an

unrestricted educational grant of £75,550 paid to SAF UK. Other companies were not precluded from sponsoring delegates to attend. According to the SAF UK one company sponsored 5 delegates, another sponsored 8 delegates and another sponsored 20 delegates. AstraZeneca understood that the funding of the educational activities of academic groups was not unacceptable provided that the company had confidence in that group to make arrangements that were appropriate under the Code.

AstraZeneca's grant was unrestricted with regard to educational content. A Memorandum of Understanding (copy provided) set out terms and conditions for a professional business relationship between AstraZeneca and SAF for the period of this meeting. Since AstraZeneca was attending the meeting, this was a diligent measure to define the working relationship.

AstraZeneca had asked SAF for full meeting details. SAF was the third party recipient of an educational grant and was responsible for making the meeting arrangements including record keeping. AstraZeneca supplied details where able.

SAF was responsible for the meetings arrangements including flights. The unrestricted educational grant covered the cost of economy class return travel to the UK; five nights' stay at a hotel in Lahore, transfers at Lahore and subsistence (including non-alcoholic beverages) and WPA registration. SAF meeting registration (£100) and travel in the UK were not covered by the grant and would have been met by UK delegates.

Lahore was logistically a reasonable location for international speakers and delegates to travel to. Two of the main organisers, Pakistan Psychiatric Society and Mental Health Resource Centre, were based in Pakistan. On this basis, AstraZeneca considered the location justified and appropriate according to the 2003 Code.

3.1 Agenda

A full educational agenda for this meeting endorsed by WPA was provided. It was created independently of AstraZeneca. The five day meeting had 31 hours' educational content (generally from 9am-5pm) in the form of scientific and educational presentations provided by a large number of independent speakers and one poster presentation session. The speakers represented a truly international mix as follows. The UK provided 45 presentations; Pakistan – 50; India - 21; Sri Lanka – 5; Bangladesh – 6; Thailand – 2; USA – 8; Australia – 5; Italy – 7; Malaysia – 2; Switzerland – 2; Kuwait – 2; Canada, New Zealand, Egypt, Greece, Argentina, Sweden, Japan, Finland, Hungary, Malaysia, Bhutan, Brunei provided one each.

SAF arranged a brief live folk music presentation after dinner on one of the conference nights. This acted as a welcome reflecting the local culture and was not uncommon at international congresses. AstraZeneca had no part in the initiation, arrangement, promotion

or logistical facilitation of this event. AstraZeneca did not have prior knowledge of or provide budget funding for nor did it approve this event.

3.2 Delegates and flight details

As the meeting was supported by an unrestricted educational grant, AstraZeneca did not have full records of flight details and so did not know how many delegates had travelled before or after the meeting dates. About £575 per delegate was set-aside for economy class travel from the UK to Lahore. It was intended that the AstraZeneca group (AstraZeneca personnel and delegates) fly out on 15 September (to enable delegates to cope with jet lag and recover after the long flight) and return on 21 September. Delegates changing flights from the group dates would have been responsible for covering additional costs not AstraZeneca.

AstraZeneca invited 77 delegates and 75 attended out of a total of 209 international delegates. The largest international delegation being 94 from India. In addition there were approximately 250 local delegates from Pakistan making a total of over 450 delegates. Therefore, the majority of delegates at this meeting were from outside the UK. The invitation to UK delegates was provided.

AstraZeneca personnel attended, five of whom were sales staff who manned an AstraZeneca promotional stand at the conference. No other company displayed a stand.

3.3 Accommodation and hospitality costs

The unrestricted educational grant covered costs for UK sponsored delegates for the duration of the conference (15 - 21 September). Total budgeted cost per head within the grant was approximately £1,100. This included flight costs, accommodation (£60-80) transfers, WPA registration and all lunches and dinners. Accommodation was arranged at the hotel where most of the educational sessions took place. Delegates who arrived before 15 September or stayed after 21 September had to make their own accommodation arrangements at their own expense. Dinner was provided on the following nights: 'Inaugural Dinner' 8pm, 17 September, 'Concluding dinner' 8pm, 19 September, and 'Dinner by invitation' 8pm, 20 September. AstraZeneca did not have any further information about the dinners.

Summary

AstraZeneca submitted that this educational meeting was arranged by the SAF UK in collaboration with other international and two national (Pakistani) professional associations. The majority of delegates and speakers originated from outside the UK. Economy class flights were arranged in line with conference dates and accommodation was chosen based on its proximity to the conference venues.

AstraZeneca therefore did not consider that it had breached Clauses 2, 9.1 or 19.1 of the Code.

4 International conference on mental health with a symposium on transcultural psychiatry in collaboration with BIPA and the Institute of Human Behaviour and Allied Sciences (IHBAS). (Run as part of the Transcultural Psychiatry Section Meeting of WPA): 'Innovations in Mental Health Services and Research' - 3 - 6 February 2005, New Delhi, India.

AstraZeneca noted that the SAF was not involved in this meeting.

This was an independent international congress attended by approximately 300 delegates and speakers from all over the world. It was endorsed and academically co-sponsored by the WPA. The meeting formed part of the Transcultural Psychiatry Section Meeting of the WPA and was therefore a recognised international congress.

AstraZeneca was the sole officially recognised sponsor of the meeting. Other companies were not excluded from sponsoring delegates to attend.

4.1 Agenda

The invitation sent to UK delegates included the agenda which was created by BIPA in collaboration with IHBAS independently of AstraZeneca.

The meeting was held over 2 full days and 2 half days with a total of 21 hours' scientific and educational presentations provided by a large number of independent international speakers. 15 speakers were from India, 9 from the UK, 2 from Australia and 1 each from Sri Lanka, Egypt, Switzerland and Finland. New Delhi was logistically a good location for all 30 speakers to travel to and one of the main organisers, IHBAS, was based in New Delhi. AstraZeneca considered the location justified and appropriate according to the 2003 Code.

Of the UK delegates invited by AstraZeneca 70 accepted. A condition for being invited was to be a life member of BIPA ie a UK psychiatrist with an Indian qualification or strong interest in Indian psychiatry. AstraZeneca also arranged for 8 UK speakers to attend the meeting. The total number of delegates that attended the meeting was approximately 300.

No entertainment or social activities of any kind were funded or arranged by BIPA. AstraZeneca understood that IHBAS arranged an evening reception for delegates on one of the conference nights but details of this event were not available. No entertainment or social activities were funded or arranged by AstraZeneca as part of the sponsorship arrangements.

On Sunday 6 February, approximately 10 -15 delegates independently, and at their own expense, organised a whole day trip to the Taj Mahal. This day of the meeting had a half-day agenda and there were no formal speaker presentations although there was the option of attending one of three workshops on specialised topics lasting 2 hours. Four AstraZeneca personnel also attended this trip, again at their own

expense. AstraZeneca did not initiate, pay for, promote or facilitate the logistics of any aspect of this trip.

4.2 Delegates and flight details

Most delegates flew out on 2 February 2005 and returned to the UK on 8 February. At that time the flight arrangements would have been consistent with AstraZeneca policy ie group flights were funded and any changes would have been met at the delegate's own expense. Flights were not booked directly by AstraZeneca. Instead, delegates booked their economy class flights themselves through the AstraZeneca appointed travel agent. The agent was then reimbursed. A briefing to the travel agent from AstraZeneca was provided, setting out guidance for the bookings stipulating that delegates must be in Delhi on the conference dates and that only AstraZeneca delegates should be allowed a booking. Delegates were told in a letter (provided) that accommodation would only be booked on the conference dates so that if flights were booked outside of this period, they would have to bear the accommodation costs for the extra period. AstraZeneca clearly stated that its policy did not allow for spouses or partners, who were not delegates in their own right, to participate in congress-associated hospitality.

Twenty three out of 78 delegates and speakers either flew out a few days earlier or returned a few days later than the AstraZeneca team with an average length of stay of 14 days.

AstraZeneca only provided accommodation for 3 nights during the conference ie 3, 4 and 5 February. Those delegates who arrived before 3 February or left after 5 February had to make their own arrangements.

Sixteen delegates and speakers made their own travel arrangements.

All flights were economy class and cost on average £672 per head.

Nine AstraZeneca staff attended, of whom five were sales staff who manned a promotional stand. No other company displayed a stand.

4.3 AstraZeneca closed satellite symposium

A copy of the invitation to the above symposium entitled 'The Good, the Bad and the Ugly – An update on current thinking in the use of antipsychotics' was provided. This invitation was only sent to UK delegates along with the main invitation and clearly stated the intended audience.

The symposium ran from 5.30pm -7.30pm on 5 February after one of the full conference days at one of the same venues. The symposium comprised of 3 presentations given by independent UK psychiatrists. AstraZeneca reviewed all presentations beforehand to ensure the content was accurate, balanced and in line with internal compliance procedures. The presentations (provided) represented an educational overview of a

subject that was in line with the main conference theme. The symposium was followed by dinner at one of the conference venues.

4.4 Accommodation and hospitality costs

Two different hotels were used by AstraZeneca for UK delegates and speakers. Approximately half stayed at one hotel (at a cost of £130 per night) where the conference was held with the other half staying at a second hotel (at cost of £99.50 per night). The hotels were close to each other and the airport. The first hotel was chosen on the basis of its business facilities, which a large conference would demand.

Dinner was provided at the first hotel on the evening of 3 and 4 February with a budgeted average cost per head of £15.58 for food and beverages. On the evening of 5 February delegates were provided dinner at the other conference venue, where a budget for a maximum cost of £40 per head was set aside. AstraZeneca did not have the figure for the final cost. All lunches were served at the first hotel in between sessions, at a budgeted cost of £8.92 per head for food and beverages. The logged costs per head for accommodation and subsistence meals (lunch and dinner) amounted to £179 per head per night.

AstraZeneca also met the delegates' joint WPA/BIPA registration fee for the meeting of £100 per head.

A record of actual spend was provided.

Summary

AstraZeneca submitted that the arrangements and hospitality provided to UK delegates attending the meeting in New Delhi 2005, were in keeping with the main purpose of the meeting, justified and appropriate as required by the 2003 Code.

AstraZeneca therefore did not consider breaches of Clauses 2, 9.1 and 19.1 of the Code had occurred.

5 International Conference on Psychiatry. Organised by the SAF in collaboration with South Asian Division, Royal College of Psychiatrists, UK, Sri Lankan College of Psychiatrists and the World Association for Psychosocial Rehabilitation. Co-sponsored by the WPA. 'Improving access and delivery to mental health care in south Asia' - 24 – 28 July 2005, Colombo, Sri Lanka

This was a recognised, independent international congress attended by 325 delegates and speakers from all over the world. It was endorsed and academically co-sponsored by the WPA.

SAF UK organised this meeting in collaboration with the aforementioned groups. AstraZeneca sponsored UK delegates to attend but was not the sole official sponsor of the meeting. AstraZeneca understood from SAF UK that two other pharmaceutical companies both sponsored 12 delegates each and another sponsored ten. A copy of the invitation sent to UK delegates invited by AstraZeneca was provided.

AstraZeneca met WPA delegate registration fees of £136 per head and delegates met their own SAF registration fees of £150 for this meeting.

5.1 Agenda

The educational agenda, organised independently of AstraZeneca was endorsed by the WPA. The meeting took place over four and a half days with 29.75 hours' educational content that generally took place from 9am-6pm. AstraZeneca held a closed satellite symposium for UK delegates on 25 July from 7pm-8.30pm followed by dinner.

In total, there were 105 opportunities for speakers to present at, or chair a session. These were allocated as follows: UK speakers, 30; Sri Lanka and India, 13 each; Australia and the USA, 11 each; Pakistan, 9, Malaysia, 5, Philippines, 4, Thailand, 3; Bangladesh, 2 and Indonesia, Cambodia, Japan and Italy, 1 each. Therefore most of the speakers/expertise resided around Sri Lanka and from outside the UK. Colombo provided a convenient logistical location for all speakers and delegates to convene, in keeping with the theme of this meeting.

This meeting was designed by SAF to improve access and delivery to mental health care in South Asia and was well attended by delegates from South Asia where mental health services were developing and delegates and speakers from countries where mental health services were better developed. Delegates would have been able to learn from those countries where mental health services were developed and from those countries that were developing, including experience on psychological issues associated with the recent natural disasters affecting people of this region.

5.2 Delegates and flight details

Most of the delegates left on 24 July and returned on 29 July with economy flights costing £579 per head. If delegates wanted to fly on dates other than those arranged by AstraZeneca, they would have to arrange and pay for flight changes and accommodation. As with Delhi, this was consistent with AstraZeneca meetings policy. Delegates booked their flights themselves through the AstraZeneca appointed travel agent. The agent was then reimbursed. Delegates were told that accommodation would only be booked on the conference dates so that if flights were booked outside of this period, they would have to bear the accommodation costs for the extra period. In addition, the travel agent was instructed to report to AstraZeneca any instances where delegates appeared to be booking family members on to the same flight. In these cases, of which there were approximately 10, AstraZeneca contacted the delegates involved to re-iterate that AstraZeneca would not bear any costs for those accompanying the delegates nor could they share conference accommodation or attend the meetings or meals. The travel instruction letter to the delegates was provided.

In total, AstraZeneca sponsored 105 delegates, of whom 19 left earlier and arrived back into the UK later

than the pre-specified group times; 13 flew from the UK earlier, 2 later than the pre-specified group times and 11 flew back to the UK later and 18 earlier than the pre-specified group times. Of the 105 AstraZeneca delegates, approximately 15 were invited by SAF committee members on behalf of AstraZeneca.

The event was attended by 325 delegates, of which 105 were from the UK, 98 from India, 68 from Sri Lanka and 54 from other countries. Therefore the majority of delegates were from outside the UK and were largely from countries neighbouring Sri Lanka. Colombo, as a capital city with good transport links to other south Asian and non-south Asian countries, provided a convenient location in line with the other details ie theme of meeting, origin of presenters/experts etc.

Twelve AstraZeneca personnel attended, of whom seven were sales staff. The sales staff manned a promotional stand. No other company displayed a stand although AstraZeneca understood from SAF that personnel from other companies accompanied the delegates they had sponsored.

5.3 AstraZeneca closed satellite symposium

UK delegates attended an AstraZeneca sponsored closed satellite symposium entitled 'Get me well, keep me well!' AstraZeneca staff ensured that only UK delegates entered the meeting. The symposium took place on 25 July between 7 - 8.30pm and comprised presentations given by two independent UK psychiatrists and a workshop. Each of the speakers was provided with a copy of the AstraZeneca speaker briefing document valid in 2005 and an accompanying email that re-iterated the Code requirements. Dinner at the hotel followed after the symposium.

The symposium was patient centric and interactive and aimed to ask psychiatrists to think about what outcomes were most important for them and their patients. AstraZeneca reviewed all presentations beforehand to ensure the content was accurate, balanced and in line with internal compliance procedures. The presentations were an educational overview of a subject that was very much in line with the main theme of the conference. The presentations were provided.

AstraZeneca also organised 3 separate feedback and consultation meetings for some of the delegates who had attended the symposium. These meetings were organised and run by two members of the AstraZeneca medical department. Two of these meetings occurred on 26 July (11am – 1pm and 4pm – 6pm) and one on 27 July (2pm – 4pm). Approximately 10 delegates attended each and no payment was given for attendance. The meeting venue was a private meeting room in the conference hotel. A short presentation summarising data for AstraZeneca's product quetiapine was given, followed by a discussion where the doctors were asked to describe how useful they thought the presented data was in helping them to manage their patients. They could suggest what different types of data they would prefer. The presentations themselves were not now available but

they were drawn from approved slide sets. Minutes were kept (they were not now available). No sales or marketing personnel were present and no subsistence other than drinking water was provided.

5.4 Accommodation and hospitality costs

A letter to delegates regarding travel arrangements and logistics was provided which stated that congress associated accommodation would be sponsored and reiterated AstraZeneca's policy on the attendance of spouses. A briefing letter to AstraZeneca personnel attending was provided and reminded them of the company's policy on the attendance of spouses

AstraZeneca met the hotel costs for the duration of the conference 24-29 July (an additional night was required to accommodate delegates' attendance on the last day of the meeting and therefore it was intended for all delegates to return to the UK on 29 July).

Accommodation was arranged at a hotel in Colombo at a cost of £52 per head per night for 4 nights and £42 per head per night for one night. Those delegates who arrived earlier than 24 July or stayed later than 29 July had to make their own arrangements. The hotel was chosen for its large conference facilities capable of holding a meeting of this size. All sessions took place at the hotel. The standard of the hotel was not lavish or luxurious, was appropriate and in proportion to the meeting and justified.

Costs per head for subsistence dinner for each of five nights were budgeted at £10 per night and £3.20 for drinks with dinner. In addition, pre-dinner drinks of £4 per head for 4 nights were provided for 20 delegates selected by AstraZeneca personnel. Dinner was provided at the hotel for 4 nights and at a sports venue for the last night. The sports venue was not an international sporting venue and no sporting events were held at the time of the dinner. Dinner was served as a buffet on the stands of the ground and not in any hospitality suite. The costs associated with dinner were budgeted at £13.20 per night; they were not excessive, in proportion with the occasion, in line with what a delegate might expect to pay for themselves and therefore in line with AstraZeneca's own code of marketing and sales practice and the Code.

The actual costs incurred for accommodation, subsistence dinner and drinks was £70 per head per day.

AstraZeneca understood that SAF UK arranged for a Sri Lankan member of parliament and traditional Sri Lankan dancers to join dinner on one of the conference nights. AstraZeneca did not have prior knowledge of this event, did not initiate, pay for, promote or facilitate the logistics of any entertainment.

The record of actual spend for this meeting was provided.

Summary

AstraZeneca submitted that this was an educationally valid independent international scientific congress.

AstraZeneca's arrangements in respect of travel, accommodation, subsistence and registration complied with the Code and AstraZeneca's external meetings policy

AstraZeneca therefore did not consider breaches of Clauses 2, 9.1 and 19.1 of the Code to have occurred.

6 SAF UK Regional Meeting, 7-8 July 2006, Birmingham

This large UK central region educational meeting was organised by the SAF and sponsored by AstraZeneca. The sponsorship covered the entire costs of the meeting including accommodation, meeting facilities, subsistence, speaker fees and travel expenses. No other pharmaceutical companies were involved.

6.1 Delegates and hospitality

AstraZeneca invited delegates to this meeting via the central region psychiatry sales force (invitation provided). This region spanned a central area of the UK that contained approximately a third of the total population. The invitation clearly stated that AstraZeneca took the Code seriously in letter and spirit and set out the company's policy on educational meetings.

Fifty-seven delegates, 11 speakers and 5 AstraZeneca personnel (including one sales representative) attended the meeting. Approximately a third of the delegates would have travelled for more than 1.5 hours. The three star hotel was chosen because of its central and convenient location; it was not a luxury or sporting venue and therefore could not be perceived as being the attraction for attending this meeting. AstraZeneca paid for accommodation at a cost per delegate per night of £158 for dinner and dinner beverages. These costs were appropriate and justified, not excessive, were in proportion to the meeting and secondary to its educational purpose. Costs were also in line with AstraZeneca's Code of Sales and Marketing practices, Meetings policy and the Code. Details of the actual spend for this meeting were provided.

6.2 Agenda

The agenda was compiled by AstraZeneca and SAF and was high in educational content with an hour and a half (6.30pm-8pm) on the Friday night followed by 4.75 hours on Saturday (9.30am-3.30pm), therefore providing 6.25 hours of education. Friday and Saturday were chosen to enable as many psychiatrists to attend as possible. Meetings of this duration held on weekdays were difficult for delegates to attend because of daytime commitments. Due to the duration of educational content and the need for attendees to undertake significant regional travel into Birmingham, all of which would have taken up more than a reasonable working day, an overnight stay was required, with content spread over 2 days. As stated before, the arrangements for dinner and accommodation were not such that they would have acted as the draw for this meeting. The dinner arrangements did not include entertainment of any kind.

AstraZeneca reviewed the presentations of all the speakers beforehand to ensure the content was accurate, balanced and in line with internal compliance procedures. All the speakers were independent health professionals. Copies of the presentations and delegate list were provided.

Summary

AstraZeneca submitted that in view of the valid educational content, significant regional travel required and the modest nature of the accommodation and subsistence, it did not believe that this meeting was in breach of Clauses 2, 9.1 and 19.1 of the Code

7 Forthcoming meeting in Dubai, UAE 1-6 December 2006 – ‘Mental Health – From Early Recognition to Recovery’

AstraZeneca was planning to sponsor UK delegates to attend the above forthcoming recognised, independent international congress; over 300 delegates and speakers from all over the world were expected to attend of whom up to 80 would be AstraZeneca sponsored delegates from the UK.

The meeting and its agenda had been organised by SAF in collaboration with the WPA section on Psychiatry in Developing Countries and independently of AstraZeneca. The WPA was academic co-sponsor of the event.

A copy of the invitation and agenda was provided. The invitations had been formally approved in accordance with AstraZeneca compliance procedures and were very recently distributed to the field force to begin inviting delegates. All AstraZeneca delegates would be chosen and invited by AstraZeneca representatives and not by a third party. There had, as yet, been no acceptances and therefore a UK delegate list was not yet available.

AstraZeneca would pay the WPA registration fee (£200) for its delegates and the additional £150 SAF registration fee would be paid by the delegates themselves. SAF UK had already received more than 20 acceptances from delegates sponsored by other UK pharmaceutical companies.

7.1 Agenda

The agenda showed the meeting was planned to run over 3 full and 2 half days from 2 –6 December 2006. Delegates left the UK on 1 December and arrived in Dubai on the morning of 2 December.

Educational and scientific presentations and sessions accounted for a total of 22 hours of the meeting.

The speakers represented a truly international group with presentations given by those travelling from Pakistan, India, UK, Sri Lanka, USA, Australia, Thailand, Canada and Malaysia. Similarly, meeting delegates were expected mainly from South Asian countries but also from all over the world. Dubai was a logical and practical location for all speakers and

delegates to travel to. Experience from the previous meetings in Lahore and Delhi had shown that many speakers and delegates from South Asian countries had experienced difficulties in obtaining a visa for travel from neighbouring countries ie India and Pakistan. Dubai therefore was an appropriate alternative location.

7.2 AstraZeneca closed satellite symposium

As part of the conference, AstraZeneca planned to run a closed symposium for UK delegates at the same venue as the main conference (see below) on 3 December. The general topic of this symposium would be atypical antipsychotics in bipolar disorder and schizophrenia. UK delegates would be separately invited to this event.

Both presentations were to be given by Canadian speakers. The slide content would be reviewed and approved by AstraZeneca beforehand. There were 2 hours of education which was clearly detailed in the meeting agenda/invitation. The meeting would be followed by a subsistence dinner at the same location. The arrangements did not include entertainment of any kind.

7.3 Accommodation and subsistence

AstraZeneca's UK delegates would stay at a hotel which was close to the airport and had good business facilities ie large meeting rooms and conference amenities. It was not a luxurious or sporting venue and therefore it was the educational content that was the principal attraction of this meeting. The per head cost of bed and breakfast accommodation was £160 per night. AstraZeneca had budgeted a maximum of £40 per head for dinner and £25 per head for lunch for each day although it was anticipated that the final costs might be less than this.

7.4 Flights

AstraZeneca would purchase and provide economy class flight tickets to its UK delegates. The flights would be scheduled such that they would land on the morning of the first day of the conference with delegates attending the start of the meeting that afternoon. The return flight would be on the same day that the conference finished. There was no flexibility available to delegates for travel outside of these dates and this was stated in the invitation. AstraZeneca had budgeted between £471 to £547 for economy class return flights for each anticipated delegate.

The meeting invitation clearly referred to AstraZeneca's external meetings policy, with special reference to accompanying spouses.

7.5 Delegate costs

Other than the flights, accommodation, subsistence, local transfers and WPA registration costs detailed above, AstraZeneca was not bearing any other delegate costs for this meeting.

Arrangements were being made for eleven AstraZeneca staff to attend of whom four would be sales staff.

Summary

AstraZeneca submitted that the meeting was an educationally valid independent international scientific congress. The attendance of UK delegates was being sponsored by several UK pharmaceutical companies, including AstraZeneca. The printed agenda and AstraZeneca's arrangements for this meeting, with regard to travel, accommodation, subsistence and registration complied with the Code and AstraZeneca's external meetings policy. Therefore AstraZeneca did not consider this meeting to be in breach of Clauses 2, 9.1 and 19.1 of the Code.

Additional information

AstraZeneca stated that SAF had recently brought to its attention two evening events that would occur at this meeting:

- a On the opening night of the congress (2 December) there would be dinner at the congress venue followed by a musical presentation reflecting the local culture. This musical event was offered free of charge by the hotel and accepted by the SAF. The first evening was also the evening of the inaugural ceremony and dinner as stated in the written agenda for this meeting. The cost per head for this dinner was budgeted at a maximum of £40 and in line with AstraZeneca policy for dinner costs.
- b On the closing night (4 December) SAF had organised dinner for the delegates at an open-air restaurant in the desert that was approximately forty-five minutes' drive from the hotel. Dinner would be followed by a short musical presentation reflecting the local culture. Delegates would arrive back at the hotel by approximately 9.30pm. The cost per head was budgeted at a maximum of £40 per head and was in line with AstraZeneca policy for dinner costs.

AstraZeneca did not initiate, arrange, promote or logistically facilitate these planned musical presentations. Musical presentations and dinner at a venue separate to the main congress were not uncommon at international congresses on the opening and closing nights. Therefore AstraZeneca did not consider these arrangements breached Clauses 2, 9.1 or 19.1 of the Code.

Dinner on the remaining nights of the congress was at the congress venue and there was no music or entertainment of any kind.

Overlap of delegates attending the international meetings (Colombo, Delhi and Lahore).

The complainant had asserted that 'AstraZeneca again and again sponsored more or less same people to visit India and then Sri Lanka and Pakistan'.

However, AstraZeneca did not have a policy of inviting

'more or less same people' to international congresses. Indeed, after examining the delegate lists for all 3 of the above meetings, it was apparent that out of a total of 382 UK delegates that attended these meetings, 199 attended only 1 meeting, 71 attended 2 and 11 attended all 3.

The above numbers included all invitees, i.e. including organising/executive committee members who would be expected to attend most of the meetings.

Meeting in a Coventry Hotel

The complainant alleged that AstraZeneca met the expenses for a meeting at this hotel but did not specify a date. In order to be able to investigate further, AstraZeneca would require more information regarding this meeting.

Conclusions

AstraZeneca maintained that pharmaceutical sponsorship of such educational meetings was valid and facilitated opportunities for clinicians to share clinical experience from a range of healthcare environments. SAF and BIPA were independent organisations that AstraZeneca had worked with diligently to ensure that meetings arrangements were in line with the Code and AstraZeneca policies, and continued to remain so as the Code evolved.

PANEL RULING

The Panel noted the various meetings that AstraZeneca had sponsored. The Panel queried the relevance of some of the topics to UK practice.

The Panel noted the complaint was about the whole situation as well as the individual meetings. It appeared that SAF organised annual meetings and AstraZeneca was a major sponsor. Eleven doctors had been sponsored by AstraZeneca to each attend three meetings Colombo (July 2005), Delhi (February 2005) and Lahore (September 2004) in the space of ten months.

The Panel was generally concerned about the arrangements and impression given. It considered each event separately.

Coventry, 12-13 March 2004

The 2003 Code applied to this meeting.

The Panel noted that there was no agenda and no details of delegates or costs for the meeting. The only item provided regarding the arrangements for the meeting was an invitation letter which referred to the first West Midlands, South Asian Forum meeting. This was created by SAF. It appeared from this document that the business of the forum was dealt with on the Friday evening and the clinical and scientific programme was held on the Saturday morning. This was at odds with one of the presentation slides which stated that the business meeting ran from 9.30am to

10am on the Saturday morning. The clinical lectures ran from 10am until 12.45pm. A corporate presentation on AstraZeneca was given on the Friday evening.

The Panel was concerned that no details were available about the costs, the list of delegates or the final programme. The Panel did not consider that the length of the meeting (4.5 hours in total which according to AstraZeneca was 1.5 hours on Friday and 3 hours on Saturday morning) justified overnight accommodation as it could have easily been held over the course of a working day. The Panel did not know how far the delegates needed to travel to attend the meeting but noted that it was a regional meeting and so assumed that there would not be a large geographical spread of delegates. Furthermore the meeting was held in the West Midlands, an area of the country with an extensive road network.

The Panel noted that only a small number of delegates stayed on the Friday evening. The reason given by AstraZeneca was due to significant travel. The Panel queried this given the regional nature of the meeting. The Friday evening was not part of the meeting as such as most of the delegates had not attended. Given the length of the meeting on the Saturday it would have been possible to start the meeting a little later and for all the delegates to travel that day. On balance, the Panel did not consider that the overnight stay was justified and thus a breach of Clause 19.1 of the Code was ruled. The Panel did not consider that the circumstances warranted a ruling of a breach of Clauses 9.1 and 2.

Lahore, Pakistan, 16-20 September 2004

The 2003 Code applied to this meeting.

The Panel considered that from the programme the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company or for a pharmaceutical company to sponsor delegates to attend. The sessions ran generally from 9am – 5pm on each day. The programme stated that AstraZeneca was the sole sponsor for UK delegates via an unrestricted grant.

The educational grant was to cover economy air fare (budgeted at £575), five nights' stay at a hotel (£60 - £80 per night), subsistence (lunches and dinners), and WPA registration.

It was not necessarily unacceptable for UK health professionals to attend meetings outside the UK. The meeting was international with a proportion of delegates and speakers from outside the UK. If delegates wanted to travel outside 15 or 21 September then they were responsible for covering additional costs.

The Panel noted from AstraZeneca's submission that a live folk music presentation had been arranged by SAF. AstraZeneca stated that it had no part in the invitation, arrangement, promotion or logistical facilitation of this event.

The memorandum of understanding between AstraZeneca and SAF stated that the total cost per invited person was approximately £1100. The total educational grant from AstraZeneca was £55,000. All costs should be within this budget including AV costs, speakers (2 or 3) and any additional meeting costs. This would fund 50 to 55 delegates. The invitation to delegates referred to the need to comply with the Code.

Taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and did not breach Clause 19.1 and thus no breach was ruled.

The Panel was, however, concerned to note that the memorandum stated that AstraZeneca representatives were to invite UK delegates from early 2004 'to reap benefit from beginning of year'.

The Panel did not consider that there had been breaches of Clauses 9.1 and 2 and ruled accordingly.

New Delhi, India, 3-6 February 2005

The 2003 Code applied to this meeting.

The Panel considered that from the programme the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company or for a pharmaceutical company to sponsor delegates to attend. There were two half day sessions and two full day sessions plus an AstraZeneca satellite symposium for UK delegates.

The educational grant (around £114,000) was to cover travel (average cost £672), 3 nights accommodation, subsistence and registration fee (£100) for 70 delegates.

It was not necessarily unacceptable for UK health professionals to attend meetings outside the UK. The meeting was international with a proportion of delegates and speakers from outside the UK.

The Panel noted that attendance at the conference necessitated a three night stay but 23 of those delegates sponsored by AstraZeneca (29%) travelled out earlier or returned later than the AstraZeneca appointed times with an average length of stay of 14 days. AstraZeneca submitted that the additional costs incurred by such changes were to be paid by delegates.

Taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and did not breach Clause 19.1 and thus no breach was ruled.

The Panel did not consider that there had been breaches of Clauses 9.1 and 2 and ruled accordingly.

The Panel was concerned that delegates, including AstraZeneca staff, had taken the last day out of the conference to visit the Taj Mahal. This was not arranged or facilitated by AstraZeneca nor was it part of the programme but nevertheless the Panel considered that the participation of AstraZeneca staff

on such an outing which meant missing some of the sessions gave a poor impression. The Panel also noted that the trip took place on the day that return flights from Delhi (5.30pm) had been arranged.

Taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and did not breach Clause 19.1 and thus no breach was ruled.

The Panel did not consider that there had been breaches of Clauses 9.1 and 2 and ruled accordingly.

Colombo, Sri Lanka, 24-28 July 2005

The 2003 Code applied to this meeting.

The Panel considered that from the programme the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company or for a pharmaceutical company to sponsor delegates to attend. There was one half day session and four full day sessions plus an AstraZeneca satellite symposium for UK delegates.

AstraZeneca funded travel and accommodation for 105 delegates covering flights (£579), 5 nights' accommodation, subsistence (total £350) and WPA registration fee (£136).

It was not necessarily unacceptable for UK health professionals to attend meetings outside the UK. The meeting was international with a proportion of delegates and speakers from outside the UK.

The Panel was again concerned that a number of delegates travelled outside the AstraZeneca appointed times but it was made clear that all additional costs were to be paid by delegates.

Taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and did not breach Clause 19.1 and thus no breach was ruled.

The Panel did not consider that there had been breaches of Clauses 9.1 and 2 and ruled accordingly.

South Asian Forum UK Regional meeting, 7-8 July 2006, Birmingham

The 2006 Code applied to this meeting.

The Panel noted that AstraZeneca sponsored the entire costs of the meeting for 57 delegates. The educational part ran for 1.5 hours on the Friday evening and from 9.30am until 3.30pm on the Saturday (including refreshment breaks).

The Panel considered from the programme that the scientific/educational content (6.25 hours) was not

unreasonable for sponsorship by a pharmaceutical company or for a pharmaceutical company to sponsor delegates to attend.

Taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and did not breach Clause 19.1 and thus no breach was ruled.

The Panel did not consider that there had been breaches of Clauses 9.1 and 2 and ruled accordingly.

Dubai, 1-6 December 2006

The 2006 Code applied to this meeting.

The Panel considered that from the programme the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company or for a pharmaceutical company to sponsor delegates to attend. There were two half days and three full day sessions.

AstraZeneca was to sponsor 80 UK delegates to attend the meeting. It would pay flight costs (£471 - £574), accommodation (£160 per night), subsistence (maximum of £40 for dinner and £25 for lunch) and WPA registration fee (£200) ie approximately £1,670 per delegate.

It was not necessarily unacceptable for UK health professionals to attend meetings outside the UK. The meeting was international with a proportion of delegates and speakers from outside the UK.

The Panel was concerned that two musical presentations were included albeit that these were arranged independently of AstraZeneca by SAF and the hotel. In the Panel's view the musical presentations did not mean that the two dinners were wholly or mainly of a social nature.

The Panel considered that the subsistence offered appeared to be appropriate and not out of proportion to the occasion. It considered that the costs (around £1,670) were high and queried whether they were in line with the level that recipients would normally adopt when paying for themselves.

However, taking all the circumstances into account the Panel considered that the sponsorship by AstraZeneca for the meeting was not unacceptable and did not breach Clause 19.1 and thus no breach was ruled.

The Panel did not consider that there had been breaches of Clauses 9.1 and 2 and ruled accordingly.

Complaint received 9 October 2006

Case completed 19 January 2007