
CASE AUTH/1908/11/06

VOLUNTARY ADMISSION BY LILLY

Arrangements for a meeting

Lilly voluntarily advised the Authority that it had breached the Code in relation to a meeting for health professionals. The primary purpose was to meet with office holders of four organisations for overseas psychiatrists and in that regard facilitate a handover between the previous and newly appointed managers. The attendees discussed Lilly's potential partnership with the four groups, educational services that Lilly could provide and the further development of Lilly's current service offerings and support to these groups. There was no formal agenda.

The Panel noted that the meeting had been organised to introduce Lilly's new neuroscience manager to the four associations which made up 'A Great Partnership' ie the Sri Lankan Psychiatry Association, the British Indian Psychiatry Association, The British Pakistani Psychiatry Association and the British Arab Psychiatry Association. The meeting had been held at the request of the President of one of the associations who had verbally invited the other attendees at Lilly's request. It was unclear as to whether Lilly had specified who should be invited and it was not known whether the purpose of the meeting had been explained to potential attendees beforehand. Lilly provided details of the costs of the meeting. The Panel considered that the hospitality provided was on the limits of what the recipients would normally adopt if paying for themselves.

The Panel considered that it was not inappropriate for officers of the various overseas psychiatry associations to meet Lilly to discuss future partnership and support although the Panel questioned whether it was necessary for four officers of one association to attend. The Panel was further concerned that two of the ten attendees were not officers of any of the associations but were the spouses of others who were and who were at the meeting. The Panel

considered that the two spouses, although both health professionals in psychiatry, did not qualify as delegates to the meeting in their own right and in that regard the meeting did not comply with the requirements of the Code. A breach of the Code was ruled. High standards had not been maintained and so the Panel ruled a breach of the Code.

Although noting its rulings above, the Panel considered that the meeting *per se* was not inappropriate; it had been held in a private room and had had a legitimate purpose. In that regard the Panel considered that it had not brought discredit upon the pharmaceutical industry.

Eli Lilly and Company Limited voluntarily advised the Authority that it had breached the Code in relation to a meeting.

As the admission involved potentially inappropriate hospitality, which was a serious matter, the Director decided that it had to be treated as a complaint (Paragraph 5.4 of the Constitution and Procedure referred).

COMPLAINT

Lilly stated that it in responding to a complaint about an independent medical meeting organised by 'A Great Partnership' (referred to in the complaint as the South Asian Forum) (Case AUTH/1896/10/06) it discovered that, connected with that meeting, one of its employees had organised another meeting for health professionals in a private room. The meeting was attended by three Lilly employees, including the Lilly organiser, and took place on Friday, 8 September.

The primary purpose of the meeting was to facilitate a hand-over between the Lilly organiser and one of the other Lilly employees present, since the organiser was moving on to another role within Lilly.

The meeting was, in part, a promotional meeting for Zyprexa (olanzapine). Unfortunately, in contravention of both Clause 19.1 of the Code and Lilly's own standard operating procedures (SOPs), the dinner was not approved in the usual way. As a consequence, Lilly disciplined the organiser and investigations were continuing with respect to the other two employees present. Lilly regretted this very unfortunate incident and stated that it was committed to adhere to both the spirit and tenets of the Code.

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

RESPONSE

Lilly stated that it had inadvertently made a mistake in its voluntary admission. During the course of the disciplinary investigations it discovered that none of Lilly's products were discussed at the meeting.

Lilly explained that pursuant to an announcement that its previous neuroscience manager would be moved to another role within the company and be replaced by another employee, the President of one of the associations asked to be introduced to the new neuroscience national sales manager. As Lilly had sponsored an independent meeting co-chaired between 'A Great Partnership' and the Royal College of Psychiatrists at the Marriott Hotel on Saturday, 9 September, it was considered appropriate to arrange the meeting to discuss the hand-over on the Friday night, as most of the attendees would have had to stay in the hotel for Saturday's meeting. Of the ten health professionals at the meeting on the Friday, nine were consultant psychiatrists and one was a ward sister at a psychiatric hospital. Four associations comprised 'A Great Partnership', ie the Sri Lankan Psychiatry Association (SLPA), the British Indian Psychiatry Association (BIPA), the British Pakistani Psychiatry Association (BPPA) and the British Arab Psychiatry Association (BAPA). The names, and where appropriate, the affiliations of each of the ten attendees were given.

The meeting costs were £947.95, broken down as follows: room hire, £250; dinner for 15 @ £28 per person, £420; drinks, £277.95.

The primary purpose of this meeting was to facilitate a hand-over between the previous and newly appointed neuroscience managers. It was arranged with key stakeholders of the four organisations forming 'A Great Partnership', to discuss Lilly's potential partnership with these four groups, educational services that Lilly could provide and the further development of Lilly's current service offerings and support to these groups. It was also intended to be a working dinner whereby changes in the pharmaceutical environment and the Code were discussed. There was no formal agenda for the meeting. The health professional who had requested the meeting verbally invited the others at Lilly's

request. The attendees were selected by Lilly in consultation with the doctor who had requested the meeting and were primarily selected as office holders of the four associations. No materials were provided by Lilly to the attendees before or during the dinner.

In respect of Clause 19.1 of the Code, Lilly accepted that the hospitality provided might be considered to be disproportionate to the content of the meeting as the meeting was not promotional or scientific, but rather to introduce the four member groups of 'A Great Partnership' to Lilly's newly appointed neuroscience manager and to discuss Lilly's potential future partnership with these groups. In Lilly's view, however, the subsistence provided was appropriate and the costs involved did not exceed those which the recipients would normally adopt when paying for themselves. The venue was appropriate, ie a private room, and not lavish and, in accordance with the provisions of Clause 19.1, was attended only by health professionals. Lilly repeated that it arranged the meeting upon request from a health professional and decided on the format in light of the fact that the attendees would have had to be at the Marriott Hotel the following day for an educational meeting to start at 9am. It was therefore reasonable to expect that most of them would have had to stay overnight and would, in any event, have had to provide dinner for themselves on the night preceding the meeting, at the hotel. Lilly further repeated that this meeting was not approved in accordance with its own SOPs and that appropriate disciplinary action had been taken against the organiser to prevent a reoccurrence.

With regard to Clause 9.1, Lilly believed that it had maintained high standards at all times in respect of this meeting. As set out above, Lilly believed that it complied with the essence of Clause 19.1 (the venue was appropriate and private; the meeting was attended only by health professionals; the subsistence provided was not in excess of what the attendees would have paid for themselves). The meeting was, however, not approved in line with Lilly's SOP and the hospitality provided might be considered disproportionate to the content of the discussion, as a result of which Lilly had taken the appropriate disciplinary action. This did not amount to a failure to maintain high standards. The fact that the attendees would have had to be at the hotel for a scientific meeting the next day must be taken into account as well as the fact that Lilly discussed a future partnership with the four member groups of 'A Great Partnership'.

In respect of Clause 2, Lilly did not accept that any of its actions in respect of this meeting contravened this clause. A ruling of Clause 2 should be reserved for cases which required a sign of particular censure and Lilly believed that its actions in this case should not attract such censure. This meeting facilitated a genuine sharing of information between Lilly and the four member organisations in respect of Lilly's future partnership with these groups and changes in the current pharmaceutical environment and the Code were also discussed. Lilly repeated its arguments against a finding of Clause 9.1 and firmly believed that the meeting did not bring the industry into disrepute.

PANEL RULING

The Panel noted that the meeting had been organised to introduce Lilly's new neuroscience manager to the four associations which made up 'A Great Partnership' ie the Sri Lankan Psychiatry Association, the British Indian Psychiatry Association, The British Pakistani Psychiatry Association and the British Arab Psychiatry Association. The meeting had been held at the request of the President of one of the associations who had verbally invited the other attendees at Lilly's request. It was unclear as to whether Lilly had specified who should be invited and it was not known whether the purpose of the meeting had been explained to potential attendees beforehand.

The Panel noted that the total cost of the meeting for the thirteen attendees was £947.50 although this included a charge of £56 for two meals which were not taken. Thus, taking the cost of these two meals into account the cost per head for those who attended was £68.61 including the room hire charge of £250. The Panel considered that this was on the limits of what the recipients would normally adopt if paying for themselves.

The Panel considered that it was not inappropriate for officers of the various overseas psychiatry associations

to meet with Lilly to discuss future partnership and support, although the Panel questioned whether it was necessary for four officers of one of the associations to attend. The Panel was further concerned that two of the ten attendees were not officers of any of the associations but were the wives of others who were and who were at the meeting. The Panel considered that the two spouses, although both health professionals in psychiatry, did not qualify as delegates to the meeting in their own right and in that regard the meeting did not comply with the requirements of Clause 19.1. A breach of that Clause was ruled. High standards had not been maintained and so the Panel ruled a breach of Clause 9.1 of the Code.

Although noting its rulings above, the Panel considered that the meeting *per se* was not inappropriate; it had been held in a private room and had had a legitimate purpose. In that regard the Panel considered that it had not brought discredit upon the pharmaceutical industry. No breach of Clause 2 was ruled.

Proceedings commenced 3 November 2006

Case completed 20 December 2006