

MEDICAL REPRESENTATIVE v ASTRAZENECA

Arrangements for meetings

A medical representative from an unnamed company alleged that certain meetings held by AstraZeneca were in breach of the Code.

The complainant referred to a dermatology meeting held at a sports club in October. Although the meeting was held in a private room, the wall that separated the room from the bar area was made of glass panels thus allowing members of the public to see the exhibition stands. Part of the slide presentation was also visible from the bar area.

The complainant also alleged that at least eight other meetings at various surgeries in the same area, that were credited as educational events, were just a means of raising funds.

With regard to the dermatology meeting, the Panel noted AstraZeneca's submission that it had not taken place on the date alleged; the meeting had been postponed and held instead in November, after the complaint was received. The Panel noted the inconsistencies between the complainant's description of the venue and AstraZeneca's. On the information before it the Panel considered that there was no evidence to show that when the meeting was held, members of the public could see exhibition stands or the slide presentation as alleged. No breach of the Code was ruled.

With regard to the meetings held at various surgeries, the Panel noted that AstraZeneca had submitted data to show that each of ten meetings held over a 3 month period (July-September 2006) was a promotional meeting. The

subsistence provided appeared not to be unacceptable and no room hire had been paid. There was no evidence to show that the meetings were a means of raising funds with no educational content as alleged. No breach of the Code was ruled.

A medical representative from an unnamed company alleged that certain meetings held by AstraZeneca UK Limited were in breach of the Code.

COMPLAINT

The complainant stated that a dermatology meeting was held at a named sports club on a given date in October. The meeting was in a private room but the room contents and exhibition stands of a number of representatives could clearly be seen from the large bar area because the dividing room wall was made of large glass panels. It was also adjacent to a large restaurant. The meeting attracted a great deal of interest from the general public due to the subject and the high degree of visibility. Parts of the slide presentation were also visible from the bar area.

The complainant further stated that there had been at least eight meetings at various surgeries in the same area that were credited as educational events for

doctors, but in reality were just a means of raising funds with no educational content.

When writing to AstraZeneca, the Authority asked it to respond in relation to Clauses 2, 9.1, 19.1 and 20.1 of the Code.

RESPONSE

AstraZeneca did not consider that there had been any breach of the Code. The company was concerned, however, regarding the nature of the complaint as it was aware of some inter-company issues at a local level.

Meeting at a sports club

AstraZeneca stated that although it had planned to sponsor a lecture by a local consultant dermatologist in October the event was postponed some time ago and actually took place in November, after the complaint was raised. No event took place at the sports club on the date in question, either sponsored by AstraZeneca or by any other pharmaceutical company.

Following receipt of the complaint and subsequent discussions with the local representative, their line manager and the manager of the venue, a site visit was conducted in November by the representative and the consultant dermatologist. From this visit, the following details emerged:

- The sports club was a private tennis club, which provided a private room with conference facilities for use by the local community. It could not be described as a 'professional sporting venue' and so was considered an acceptable venue within AstraZeneca's External Meetings Policy.
- The private room was completely enclosed and separated from the small bar area and restaurant by a single dividing wall, which comprised half-height plasterboard and half-height smoked glass. It was therefore not possible to see clearly into the meeting room from the public area. The entrance doors contained full-height smoked glass-panelling.
- The other three walls were of solid brick.
- The back of the projection screen faced the public areas; the exhibition area was at the far end of the room away from the door.
- For future meetings additional screens would be placed in front of the glass doors to avoid any inadvertent sight of the slides by the public when the doors were opened. These screens were in place for the meeting in November.

AstraZeneca therefore considered that no *prima facie* case had been established. The complaint was misleading as it referred to a meeting in the past

tense, which was alleged to have taken place in October when no such meeting had occurred.

Other meetings in the local area

The complainant had not provided specific details or dates for the meetings and so it had not been possible to make specific enquiries, however the company database showed that there were 10 meetings held inside GP surgeries in the three main postal bricks during the period July, August and September 2006. Summary details were provided. All the meetings were promotional run by AstraZeneca representatives within the relevant product licence. Appropriate subsistence, within AstraZeneca's Corporate Governance Policy limits was provided; no payments were made to speakers or for the room hire, therefore the company refuted the allegation that these meetings were a means of raising funds. AstraZeneca therefore denied any breach of Clauses 2, 9.1 and 19.2 of the Code.

PANEL RULING

The Panel noted that the complaint involved, *inter alia*, a dermatology meeting at the sports club in October. AstraZeneca submitted that the meeting had not taken place that month; it had been postponed and held instead in November after the complaint was received. The Panel was concerned that the representative holding the meeting appeared not to have visited the venue to assess its suitability until after receipt of the complaint. Nonetheless that visit had shown the need for screens to be placed by the glass doors into the exhibition room and, according to AstraZeneca, this had been done when the meeting was held. The Panel noted the inconsistencies between the complainant's description of the venue and AstraZeneca's. On the information before it the Panel considered that there was no evidence to show that when the meeting was held, members of the public could see exhibition stands or the slide presentation as alleged. No breach of Clauses 2, 9.1 and 20.1 was ruled.

With regard to the meetings held at various surgeries, the Panel noted that AstraZeneca had submitted data to show that each of ten meetings held over a 3 month period (July-September 2006) was a promotional meeting. The subsistence provided appeared not to be unacceptable and no room hire had been paid. The Panel thus considered that there was no evidence to show that the meetings were a means of raising funds with no educational content as alleged. No breach of Clauses 2, 9.1 and 19.1 was ruled.

Complaint received	3 November 2006
Case completed	30 November 2006