

# PRIMARY CARE TRUST HEAD OF MEDICINES MANAGEMENT v JANSSEN-CILAG

## Memory stick as promotional aid

The head of medicines management at a primary care trust complained about a card he had received from Janssen-Cilag offering him a computer memory stick simply for seeing one of the company's representatives. All he needed to do was send the card back and the representative would bring the memory stick with them at the time of the appointment.

The picture of the memory stick on the reply card showed that it featured the name of Risperdal Consta. The complainant alleged that this was in breach of Clause 18 of the Code which stated: 'They (ie gifts) must not bear a product name, but may bear a corporate name'.

The Panel noted that the reply paid card offering the memory stick gave the recipient a boxed space in which to write the best time for a representative to call. Next to the box was the statement 'A representative will deliver this item, but you are under no obligation to grant an interview'. In this regard the text on the reply paid card had followed the advice given in the Code's supplementary information. No breach of the Code was ruled.

The memory stick bore the product name Risperdal Consta. This was not unacceptable; promotional aids could bear the brand name or the non-proprietary name of a medicine. (The Panel noted that the complainant had, in error, referred to the requirements for medical and educational goods and services which could not bear a product name.) No breach of the Code was ruled.

The head of medicines management at a primary care trust complained about the offer of a memory stick by Janssen-Cilag Ltd in connection with the promotion of Risperdal Consta (risperidone, long-acting injection).

### COMPLAINT

The complainant stated that he had received a card from Janssen-Cilag offering him a computer memory stick simply for seeing one of the company's representatives. All he needed to do was send the card back and the representative would bring the memory stick with them at the time of the appointment.

The picture of the memory stick on the reply card showed that it featured the name of Risperdal Consta. The complainant considered that this was in breach of Clause 18 of the Code which stated: 'They (ie gifts) must not bear a product name, but may bear a corporate name'. The complainant would therefore expect the company's name to appear on the memory stick but not a product name.

When writing to Janssen-Cilag, the Authority asked it to respond in relation to Clauses 15.3 and 18.1, paying particular attention to the supplementary information to Clause 15.3 on items delivered by representatives.

### RESPONSE

Janssen-Cilag stated that the complaint related to a mailing sent on 2 and 3 November to a target audience of psychiatrists at specialist registrar level and above, and also to medical and pharmaceutical advisors.

The mailing offered a memory stick which cost £5.60 (excluding VAT), with a similar perceived value to the recipient. The memory stick to be provided was blank.

The memory stick was a promotional aid and conformed with all the requirements of Clauses 18.1, 18.2 and 18.3 of the Code in that it was inexpensive, relevant to the recipient's work and within the required price range. Further Clause 18.3 allowed for a brand name to be included on the promotional aid.

Although the reply paid card specified that a representative would deliver the memory stick, it also stated that there was no obligation to grant an interview. The offer therefore complied with the requirements of Clause 15.3.

### PANEL RULING

The Panel noted that the complainant had implied that representatives were using the memory sticks as inducements to gain an interview. The complainant was also concerned that the memory stick bore the name of a medicine.

The reply paid card offering the memory stick gave the recipient a boxed space in which to write the best time for a representative to call. Next to the box was the statement 'A representative will deliver this item, but you are under no obligation to grant an interview'. In this regard the text on the reply paid card had followed the advice given in the supplementary information to Clause 15.3, Items delivered by Representatives. No breach of Clause 15.3 was ruled.

The memory stick bore the product name Risperdal Consta. This was not unacceptable; Clause 18.3 referred to promotional aids bearing the brand name or the non-proprietary name of a medicine. (The Panel noted that the complainant had, in error, referred to the requirements for medical and educational goods and services when he had stated that they could not bear a product name.) No breach of Clause 18.3 was ruled.

<b>Complaint received</b>	<b>9 November 2006</b>
<b>Case completed</b>	<b>11 December 2006</b>