

# PRIMARY CARE TRUST PRESCRIBING HEAD v ASTRAZENECA

## Meeting invitation

The head of prescribing at a primary care trust (PCT) complained about an invitation sent by AstraZeneca inviting delegates to a meeting about the future statin strategy for a local strategic health authority (SHA). The front page included the statement 'Sponsored by an educational grant from AstraZeneca'.

The complainant noted that the front page twice referred to the local SHA, however this meeting was not organised or in any way connected to the SHA.

The complainant noted that the terms and conditions on the back page seemed to make it clearer that the meeting was arranged entirely by AstraZeneca but he alleged that the layout of the document was misleading. It appeared from the front page that the local SHA was operating the meeting with support and sponsorship from AstraZeneca.

The Panel noted that AstraZeneca designed the meeting specifically to address the needs of the local SHA in the light of the recently issued Department of Health (DoH) statin agenda. It was thus not unreasonable to refer to the SHA in the title and description of the meeting. The only logo used on page 1 of the invitation, and anywhere else in the invitation, was AstraZeneca's. From the front page some readers might assume that AstraZeneca had sponsored a meeting on behalf of the SHA. This was not so. The meeting was solely under the direction of AstraZeneca. The Panel considered that the layout and content of the front page did not give clear information about AstraZeneca's role. In that regard high standards had not been maintained and a breach of the Code was ruled.

The Panel did not know the house style of SHA but it had not been given any reason to believe that the general layout of the invitation, particularly that of the front page, imitated the style used by the SHA. The registration form had to be returned to AstraZeneca. The Panel considered that the document might have been clearer but noting its ruling above decided that it was not in breach of the Code and ruled accordingly. It was clear that the meeting was sponsored by AstraZeneca. No breach of the Code was ruled.

The head of prescribing at a primary care trust (PCT) complained about a four page invitation sent by AstraZeneca inviting delegates to a meeting about the future statin strategy for a strategic health authority (SHA). Page 1 (the front cover of the invitation) stated the title of the meeting and gave a brief description of its purpose as follows:

'A cost-effective statin strategy for the [local] SHA

Practical implementation of the DoH [Department of Health] statin agenda

A practical and interactive meeting for clinicians and managers looking at implications and implementation of the changing statin agenda in the [local] SHA'

The date and venue were then stated and in the bottom left-hand corner of the page was the statement 'Sponsored by an educational grant from AstraZeneca'. The company name was in logo type and incorporated the strapline 'Cardiovascular bringing research to life'.

## COMPLAINT

The complainant noted that page 1 of the invitation twice referred to the SHA, however investigations had shown that this meeting was not organised or in any way connected to that organisation. The complainant had originally been surprised that this relatively new organisation was quick to arrange such an event and obtain industry sponsorship, hence his curiosity about the meeting in the first place.

The complainant noted that the terms and conditions on the back page seemed to make it clearer that the meeting was arranged entirely by AstraZeneca but he alleged that the layout of the document was misleading. It appeared from the front page that the SHA was operating the meeting with support and sponsorship from AstraZeneca.

The complainant decided not to attend the meeting based upon this confusion and was also concerned that, from the invitation, the meeting appeared to be educational but might not actually be so on the day.

## RESPONSE

AstraZeneca explained that the DoH recently sent a vascular pack to the SHAs providing recommendations on statin prescribing. During discussions with the chief executives of several SHAs, some suggested additional support in implementation of the recommendations would help to ensure safe and cost-effective prescribing within their regions. AstraZeneca submitted that these discussions had identified the need for this educational agenda within the re-structured organisations of the NHS. Specifically, the chief executive of the SHA and a professor from the DoH, welcomed AstraZeneca's support in this regard.

AstraZeneca noted that the four page invitation was professionally printed, the content of which was as follows:

- Page 1 – stated the title, venue, date with the AstraZeneca logo and sponsorship declaration
- Page 2 – provided the agenda for the educational meeting, including timings, titles of individual talks, speaker names, role and organisation
- Page 3 – summarised the background and purpose of the meeting
- Page 4 – provided AstraZeneca terms and conditions and registration form

AstraZeneca submitted that the information given on page 1 showed that the meeting had been designed to meet the needs of clinicians at a regional level, reflecting both the agenda of the SHA and of the DoH, regarding the use of statins. Both references to the SHA were appropriate, not misleading and not disparaging. A sponsorship declaration and the AstraZeneca logo were prominently displayed on page 1 of the invitation, as well as elsewhere, as required by Clause 19.3.

The meeting was not organised by the SHA. AstraZeneca noted that the main heading stated *for* the SHA and the subheading stated *in* the SHA. The language did not indicate any connection, endorsement from or joint organisational responsibilities with the SHA or its committees. Neither the SHA logo, nor the DoH logo was displayed on the front page, or elsewhere in the invitation. The only logo used was AstraZeneca's. The speakers and their presentations would address SHA specific issues which was why the name of the SHA appeared in the title.

AstraZeneca noted that although the complainant was surprised at the efficiency with which the meeting was organised he appeared not to question the validity, appropriateness or the standard of the proposed educational agenda.

AstraZeneca did not consider that the layout of the invitation was misleading. This was a straightforward four-page item. Each page carried the appropriate information to enable the recipient to decide whether they wished to attend the meeting. It was clear from the front page that the meeting was sponsored by AstraZeneca. It was appropriate to print the terms and conditions and registration form for the meeting on the back page.

AstraZeneca further noted that the complainant had acknowledged the educational content of the planned meeting. Indeed, the timings, speakers and their individual topics, as well as the organisations with which they were affiliated, had all been clearly indicated on page 2 of the invitation. The basis for the complainant's comment that the meeting might not be educational on the day was not clear, given the type of

speakers and their background.

AstraZeneca acknowledged that the sponsorship statement on the front page of the invitation was used in error and should have stated 'Sponsored by AstraZeneca'. However, AstraZeneca submitted that the overall impression of the invitation was that this was clearly a meeting organised by AstraZeneca; no-one who completed the reply form would be in any doubt of that. Therefore, AstraZeneca submitted that there had been no breach of either Clause 19.3 or 7.2.

AstraZeneca further submitted that high standards had been maintained with no breach of either Clause 9.1 or 9.2. In addition, the meeting, which provided educational content and a forum for discussion relevant at a regional level, reflected the company's recognition of the recent organisational changes within the NHS and its desire to support its NHS customers by providing quality education.

## PANEL RULING

The Panel noted that AstraZeneca designed the meeting specifically to address the needs of the SHA in the light of the recently issued DoH statin agenda. It was thus not unreasonable to refer to the SHA in the title and description of the meeting. The only logo used on page 1 of the invitation, and anywhere else in the invitation, was AstraZeneca's. From the front page some readers might assume that AstraZeneca had sponsored a meeting on behalf of the SHA. This was not so. The meeting was solely under the direction of AstraZeneca. The Panel considered that the layout and content of the front page did not give clear information about AstraZeneca's role. In that regard high standards had not been maintained and a breach of Clause 9.1 of the Code was ruled.

The Panel did not know the house style for the SHA's documents but it had not been given any reason to believe that the general layout of the invitation, particularly that of page 1, imitated the style used by the SHA. The registration form had to be returned to AstraZeneca. The Panel considered that the document might have been clearer but noting its ruling above decided that it was not in breach of Clause 7.2 of the Code and ruled accordingly. It was clear that the meeting was sponsored by AstraZeneca. No breach of Clause 19.3 was ruled.

The Panel did not consider that a ruling of a breach of Clause 2, which was reserved as a sign of particular censure, was warranted.

<b>Complaint received</b>	<b>17 January 2007</b>
<b>Case completed</b>	<b>8 March 2007</b>