

# ANONYMOUS CONSULTANT GYNAECOLOGIST v SERONO

## International meetings

An anonymous consultant gynaecologist, writing as a concerned clinician complained about invitations from Serono to attend international meetings.

The complainant alleged that quite a few gynaecologists were routinely invited by Serono to attend international scientific conferences abroad (eg recent meetings of the European Society for Human Reproduction and Embryology (ESHRE)), usually in lavish hotels in nice locations, all expenses paid, while others were never invited, in spite of, in the complainant's case, long standing interest and experience in fertility treatment. The complainant queried whether this non-transparent act of inviting some and ignoring others was in reality a reward and inducement for prescribing Serono's medicines disguised as an educational service?

The Panel considered that it was not necessarily unacceptable to sponsor a delegate to attend a conference in successive years. The arrangements including the selection of delegates and the level of hospitality would have to comply with the Code. The Panel noted that 120 different delegates had been sponsored by Serono to attend ESHRE meetings in 2004, 2005 and 2006; five delegates attended all three. Approximately 1 in 5 delegates who attended the meetings in 2005 and 2006 had also attended the meeting in the previous year. The overall costs incurred (including flights) per delegate were £1,184.81, £1,540.64 and £1,118.66 in 2004, 2005 and 2006 respectively.

The Panel noted the breakdown of costs incurred for five other scientific meetings held from March 2006 to date. The Panel had little information before it about the detailed arrangements. The Panel noted the complainant's comments, but considered that it had no evidence to show that either the level of hospitality or the criteria for selecting delegates was inappropriate in relation to the requirements of the Code. No breach of the Code was ruled.

An anonymous consultant gynaecologist, writing as a concerned clinician complained about invitations from Serono Limited to attend international meetings. The complainant had prescribed Serono's Gonal-F for a few years.

## COMPLAINT

The complainant alleged that quite a few gynaecologists were routinely invited by Serono to attend international scientific conferences abroad (eg recent meetings of the European Society for Human

Reproduction and Embryology (ESHRE)), usually in lavish hotels in nice locations, all expenses paid, while others were never invited, in spite of, in the complainant's case, long standing interest and experience in fertility treatment. The complainant did not know why some individuals were invited but queried whether this non-transparent act of inviting some and ignoring others was in reality a reward and inducement for prescribing Serono's medicines disguised as an educational service?

When writing to Serono, the Authority asked it to respond in relation to Clauses 2, 18.1 and 19.1 of the 2006 Code and the 2003 Code if the meetings took place before 1 May 2006.

## RESPONSE

Serono submitted that as the complainant was anonymous it could not confirm or deny whether (s)he was not invited to a meeting. In any event, since (s)he stated (s)he prescribed Serono's products, his/her attendance or otherwise could not properly give rise to any allegation that the decision to invite him/her or not was in some sense influenced by Serono's desire to offer him/her an inducement. The fact the complainant stated that (s)he prescribed Gonal-F and also had not attended any ESHRE meetings showed that invitations to meetings were not extended to Gonal-F users as an inducement to prescribe Serono's products.

Serono made substantial efforts to ensure compliance with the Code. At the last ESHRE meeting the delegates stayed in the Best Western Kampa, a hotel that, in hindsight, was not of an adequate standard. Points were raised during the certification process that were duly dealt with. Restaurants for subsistence were chosen to provide enough private space, reasonable food and close proximity to the hotel. Flights were organised with a view to minimising costs – all using economy low cost airlines.

In relation to sponsorship provided to health professionals to attend meetings where Serono was not the sponsor (these include ESHRE), the individuals requesting the sponsorship were varied (an anonymised list was provided). Serono's sponsorship of them had no bearing on the level of business from the institution where the individual worked.

The individuals invited were split across the UK and generally comprised those that had not already been invited by other companies. This was because Serono was generally late in inviting delegates. Health professionals requested Serono's support for

attendance at meetings such as ESHRE through a variety of channels; prescribers and non-prescribers of Serono's products were sponsored on a first come first served basis. Furthermore, different people were sponsored for different conferences. Some of Serono's delegates were high users, some did not use any product at all, some used a mixture of different products. It could not be concluded, therefore, that Serono extended invitations or sponsorship to attend scientific meetings as an inducement to prescribe.

Serono's certification process was extensive and backed by comprehensive procedures covering every aspect of the business. As of 1 December 2006, Serono required certification by a lawyer as well as the Code requirement for a medical and non-medical signatory. Serono also had put in place an electronic copy approval system.

Serono concluded that there was no evidence either provided by the complainant, who stated (s)he had never attended the meetings about which (s)he complained, or in Serono's records, to substantiate an allegation of breaches of Clauses 2 and 19.1

In response to a request for further information about a cost discrepancy between two meetings held in Barcelona: the Serono Symposium International Function (SSIF) (Dermatology) meeting at £1,711.54 per person and the SSIF (Neurology) meeting at £1,260 per person, Serono provided a complete breakdown of the costs incurred for each delegate (including Serono employees). The reason for the inconsistency was that flights were booked late for the SSIF Dermatology meeting and hence were more expensive. The average cost per flight for the dermatology meeting was £597.68 compared with £415.75 for the neurology meeting.

These costs had been further updated to reflect actual invoices received since Serono's initial response of 15 March, and as such the cost per person for each meeting was £1,618.91 and £1,437.17 for the dermatology and neurology meetings respectively. The

only difference between these costs was the difference in flight charges. The reason for this difference was that flights for the latter were booked far later than would have been preferable and so rates were at a premium compared with those arranged for the neurology meeting.

As far as hotel/subsistence arrangements were concerned Serono provided another spreadsheet detailing venues and costs incurred.

## PANEL RULING

The Panel considered that it was not necessarily unacceptable to sponsor a delegate to attend a conference in successive years. The arrangements including the selection of delegates and the level of hospitality would have to comply with the Code. The Panel noted that 120 different delegates had been sponsored by Serono to attend ESHRE meetings in 2004, 2005 and 2006; five delegates attended all three. Approximately 1 in 5 delegates who attended the meetings in 2005 and 2006 had also attended the meeting in the previous year. The overall costs incurred (including flights) per delegate were £1,184.81, £1,540.64 and £1,118.66 in 2004, 2005 and 2006 respectively.

The Panel noted the breakdown of costs incurred for five other scientific meetings held from March 2006 to date. The Panel had little information before it about the detailed arrangements. The Panel noted the complainant's comments, but considered that there was no evidence before it to show that either the level of hospitality or the criteria for selecting delegates was inappropriate in relation to the requirements of the Code. No breach of Clauses 18.1, 19.1 and 2 was ruled.

**Complaint received**      **19 February 2007**

**Case completed**        **30 April 2007**