

ALLERGAN v PFIZER

Arrangements for meetings

Allergan complained about the arrangements for two meetings, sponsored by Pfizer Inc, which took place during the annual meeting of the American Academy of Ophthalmology (AAO) in Las Vegas, 9 to 11 November 2006. Allergan's concerns related to the hospitality provided to UK delegates, especially the venues for the two meetings.

Allergan did not believe that a symposium and associated hospitality at a wax museum was an appropriate venue for an educational meeting; it appeared to have been chosen for its entertainment value, rather than being conducive to the main purpose of the meeting. Pfizer had stated that its only involvement with this meeting was by provision of an unrestricted educational grant.

The second was a meeting 'From Theory to Therapy (treatment of AMD)' with associated hospitality at a nightclub. Allergan did not believe that a nightclub was an appropriate or conducive venue for scientific/medical education. The venue was clearly used for its voyeuristic entertainment facilities and was unsuitable for hosting a scientific/medical meeting or the associated hospitality. Pfizer had again stated that its involvement was limited to providing an unrestricted educational grant, although it appeared to acknowledge that an 'evening social event' was arranged. Allergan also believed that Pfizer's failure to appreciate the inappropriate nature of this venue showed a disregard for maintaining high standards, taste and suitability.

The Panel noted that the meetings at issue had been organised by an infirmary and a subsidiary of a publishing company. The role of Pfizer Limited's parent company, Pfizer Inc, had been limited to the provision of an unrestricted education grant.

It was an established principle under the Code that UK companies were responsible for the acts or omissions of their overseas affiliates that came within the scope of the Code. Pfizer Limited was thus responsible for any acts or omissions of Pfizer Inc that came within the scope of the Code.

The Panel noted that in relation to international meetings held in the US the hospitality provided directly to UK delegates by the sponsoring company (accommodation, travel and subsistence etc) had to comply with the ABPI Code. Any material at meetings directed solely at members of the UK health professions also had to comply with the ABPI Code. It appeared that the meetings had been arranged independently and at arms length from Pfizer Inc. The Panel noted that the meetings were not directed to a UK audience; in addition neither Pfizer Limited nor Pfizer Inc had invited UK delegates to attend the

meetings.

In the circumstances Pfizer Limited was not responsible for the meetings and the Panel accordingly ruled no breach of the Code.

Allergan Limited complained about the arrangements for two meetings, sponsored by Pfizer Inc, the American parent of Pfizer Limited, which took place during the annual meeting of the American Academy of Ophthalmology (AAO) in Las Vegas, 9 to 11 November 2006.

COMPLAINT

Allergan's concerns related to the hospitality provided to UK delegates, especially the venues for two meetings which were described below and in the AAO programme which was issued to all attendees.

- 1 A symposium entitled 'Evaluating Risk, Judging Progression' with associated hospitality at a Wax Museum' sponsored by Pfizer Inc.

Allergan did not believe that a waxwork museum was an appropriate venue for an educational meeting or that it constituted appropriate associated hospitality. The venue appeared to have been chosen for its entertainment value, rather than being conducive to the main purpose of the meeting. Pfizer had stated that its only involvement with this meeting was by provision of an unrestricted educational grant. However, the pharmaceutical industry had a responsibility to ensure appropriate hospitality was provided for health professionals invited to scientific meetings and associated symposia when it is funding the event. The front cover of the February 2007 Code of Practice Review stated:

'... before sponsoring attendance at such meetings UK companies must ensure that all of the arrangements for the health professionals to attend comply with the Code'.

Allergan alleged that the use of such a venue for a meeting involving UK delegates breached Clause 19.1.

- 2 A meeting 'From Theory to Therapy (treatment of AMD)' with associated hospitality at a nightclub, part sponsored by Pfizer Inc.

Allergan stated that it did not believe that a nightclub was an appropriate or conducive venue for scientific/medical education. Allergan attached two internet reviews of the nightclub for reference. The venue was clearly used for its voyeuristic entertainment facilities and was totally unsuitable for

hosting a scientific/medical meeting or the associated hospitality. Pfizer had again stated that its involvement was limited to providing an unrestricted educational grant, although its response appeared to acknowledge that it was aware that an 'evening social event' at this venue was arranged. Not only was such hospitality involving UK delegates in breach of Clause 19.1, Allergan also believed that Pfizer's failure to appreciate the inappropriate nature of this venue showed a disregard for maintaining high standards, taste and suitability, and was therefore in breach of Clause 9.1.

RESPONSE

Pfizer submitted that neither symposium was organised by Pfizer Inc. The two meetings constituted an accredited continuing medical education activity, organised and developed independently by an infirmary and a subsidiary of a publishing company. Pfizer Inc's involvement was solely the provision of an unrestricted educational grant, which was clearly indicated in the agreement between Pfizer Inc and the infirmary which stated that the funds were to be used appropriately to support the educational programme only.

Pfizer Inc acted entirely properly in this regard since, in order to comply with applicable US regulations, sponsors of such accredited programmes were not permitted to have any involvement in the content, programme or the venue chosen for such events.

UK delegates were not invited to attend either symposium by Pfizer Limited or Pfizer Inc.

Furthermore, the agenda for the symposium 'Evaluating Risk, Judging Progression' clearly stated that it was held in the hotel. Pfizer understood that the post-meeting reception was secondary to the meeting and was held in a part of the wax museum which was closed to the general public. Similarly, the agenda for the meeting 'Theory to Therapy (treatment of AMD)' stated that it was held in the hotel. Pfizer understood that the post-meeting reception was secondary to the meeting and that the nightclub was closed to the general public.

For the above reasons, Pfizer considered that with

regard to both meetings there had been no breach of Clauses 9.1 or 19.1. Pfizer Inc's conduct was in accordance with US regulations for sponsoring third party accredited meetings. No UK delegates were invited to the meetings.

PANEL RULING

The Panel noted that the meetings at issue took place during the American Academy of Ophthalmology Annual meeting in Las Vegas, November 2006. Neither of the meetings had been organised by Pfizer Limited or its American parent, Pfizer Inc. The meetings had been organised by an infirmary and a subsidiary of a publishing company. The role of Pfizer Limited's parent company, Pfizer Inc, had been limited to the provision of an unrestricted education grant.

The Panel noted that it was an established principle under the Code that UK companies were responsible for the acts or omissions of their overseas affiliates that came within the scope of the Code. Pfizer Limited was thus responsible for any acts or omissions of Pfizer Inc that came within the scope of the Code.

The Panel noted that in relation to international meetings held in the US the hospitality provided directly to UK delegates by the sponsoring company (accommodation, travel and subsistence etc) had to comply with the ABPI Code. Any material at meetings directed solely at members of the UK health professions also had to comply with the ABPI Code. It appeared that the meetings had been arranged independently and at arms length from Pfizer Inc. The Panel noted that the meetings were not directed to a UK audience; in addition neither Pfizer Limited nor Pfizer Inc had invited UK delegates to attend the meetings.

In the circumstances Pfizer Limited was not responsible for the meetings and the Panel accordingly ruled no breach of Clause 19.1 in relation to each. The Panel also ruled no breach of Clause 9.1.

Complaint received 29 May 2007

Case completed 10 July 2007