

# ANONYMOUS COMPLAINANTS v BRISTOL-MYERS SQUIBB and OTSUKA

## Alleged inappropriate hospitality

Two separate complaints were made by anonymous groups of complainants about Bristol-Myers Squibb and Otsuka providing inappropriate hospitality to a group of psychiatrists, the South Asian Psychiatric Forum. The two companies promoted Abilify (aripiprazole).

In Case AUTH/2070/11/07, the complainants stated that Otsuka had sponsored a weekend conference for the South Asian Psychiatric Forum, the members of which enjoyed hospitality at the expense of the company. Some psychiatrists were able to stay with their wives at the hotel in Birmingham, where the meeting was held.

This group of psychiatrists invited speakers and friends to attend. It was like a nexus. They had numbers and the company needed to boost its sales.

The complainants requested a formal investigation: as to whether the company had breached the Code; were the speakers' lectures approved by the ABPI; who invited and selected the speakers; why the company sponsored the event; and what was the nexus between the company and the organisers of the South Asian Forum?

In Cases AUTH/2072/12/07 and AUTH/2073/12/07, the complainants complained about Bristol-Myers Squibb and Otsuka's promotion of Abilify.

Otsuka sponsored a meeting for the South Asian Forum. Fifty hotel rooms were booked for the group. It was not a scientific conference. The Forum invited its own speakers and all the money for entertainment was paid by the company.

It would be worth investigating: whether there was a nexus between these companies and the organisers of the South Asian Forum and whether there was a breach of the Code with regard to inappropriate hospitality.

The Panel noted that the meeting, 'Recent Advances in Management of Schizophrenia', had been jointly sponsored by Otsuka and Bristol-Myers Squibb. The agendas provided by the complainants and companies differed. Each bore an identical company reference number but that provided by the complainants did not include a declaration of sponsorship and there were minor differences in the speaker details, etc. The Panel noted the companies' submission in this regard. The complainants were anonymous and non-contactable. The agenda supplied by the companies showed that there were

one and a half hours of education on the Friday evening followed by dinner. On Saturday the educational programme ran from 09.15 to 15.45 with an hour for lunch. The Panel considered that, according to the agenda, the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company. The prime purpose of the meeting was educational.

The Panel noted that sponsorship of the meeting had included provision of speakers' honoraria, the hire of meeting rooms and equipment, meals and beverages and overnight accommodation as required. Thirty nine of the 69 delegates stayed overnight on the Friday. No entertainment had been provided for those staying overnight. The Panel considered that the costs involved in the meeting were modest and did not exceed that level which recipients would normally adopt when paying for themselves. The Panel noted that only spouses who qualified as delegates to the meeting in their own right had been invited. This had involved five couples. The companies had taken steps to ensure that uninvited partners did not attend the meeting.

On the basis of the information before it, the Panel did not consider that there had been a breach of the Code.

Two separate complaints were made by anonymous groups of complainants about Bristol-Myers Squibb Pharmaceuticals Ltd and Otsuka Pharmaceuticals (UK) Ltd providing inappropriate hospitality at a meeting. The two companies worked together for the co-development and promotion of Abilify (aripiprazole).

### Case AUTH/2070/11/07

#### COMPLAINT

The complainants stated that Otsuka had sponsored a weekend conference in November 2007 for a group of psychiatrists, the South Asian Psychiatric Forum, which enjoyed hospitality at the expense of the company. Some psychiatrists were able to stay with their wives at the hotel in Birmingham, where the meeting was held.

These psychiatrists invited their speakers and friends to attend the event and Otsuka agreed to sponsor. It was like a nexus. They had numbers and the company needed to boost its sales.

There should be a formal investigation:

- 1) as to whether the company had breached the Code;
- 2) were the speakers' lectures approved by the ABPI;
- 3) who invited and selected the speakers;
- 4) why the company sponsored the event;
- 5) what was the nexus between the company and the organisers of the South Asian Forum?

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

#### Cases AUTH/2072/12/07 and AUTH/2073/12/07

#### COMPLAINT

The complainants complained about Bristol-Myers Squibb and Otsuka's promotion of Abilify, an Otsuka antipsychotic product.

Otsuka sponsored a meeting for the South Asian Forum which was an association. Fifty hotel rooms were booked for the group. It was not a scientific conference. The organisers of the Forum invited their own speakers and all the money for entertainment was paid by the company.

It would be worth investigating:

- 1) whether there was a nexus between these companies and the organisers of the South Asian Forum;
- 2) whether there was a breach of the Code with regard to inappropriate hospitality.

When writing to the Otsuka and Bristol-Myers Squibb the Authority asked them to respond in relation to Clauses 2, 9.1 and 19.1.

#### Cases AUTH/2070/11/07, AUTH/2072/12/07 and AUTH/2073/12/07

#### RESPONSE

Bristol-Myers Squibb and Otsuka submitted a joint response. The companies believed the allegations were untrue. Both companies had taken all necessary steps to ensure that they had adhered to the Code as was their practice at all times. The companies did not believe that they had breached Clauses 2, 9.1 and 19.1.

The companies agreed with the South Asian Forum to be sole sponsors of its scientific meeting in November 2007. The sponsorship included provision of speakers' honoraria, the hire of meeting rooms and equipment, meals and beverages and overnight accommodation as required. The meeting consisted of 6 hours 30 minutes of scientific content; 1 hour 30 minutes on Friday evening and 5 hours on the Saturday. The meeting was open to health professionals with an interest in psychiatry and members of the South Asian Forum. Appropriate health professionals were invited by the South Asian Forum from all over the UK and by company representatives. Delegates were invited to attend the scientific meeting on both Friday and

Saturday. Sixty-nine health professionals attended together with 5 speakers and a chairperson.

Sponsorship of the meeting was clearly identified on the front of the approved invitation by Bristol-Myers Squibb and Otsuka. Although the meeting was primarily educational in nature, because both companies had one product, Abilify, licensed for schizophrenia and there was a reference to that disease in the agenda, the companies included the prescribing information.

A draft invitation and agenda were created by Bristol-Myers Squibb and Otsuka in collaboration with the chairperson for planning purposes only. The companies noted from the version the Authority sent them that this was different to the final approved version. The final approved version was provided. The companies were unsure of the origin of the version provided by the complainants to the Authority and had been unable to contact the chairperson to obtain his assistance in this regard.

Bristol-Myers Squibb and Otsuka in collaboration with the chairperson helped source suitable academic speakers. The scientific programme included a number of eminent speakers who were paid honoraria for preparing and delivering their lectures. This was paid by Bristol-Myers Squibb and Otsuka as per company standard operating procedures (SOPs) and speaker agreements.

The level of hospitality provided was appropriate for such a scientific meeting.

The venue was selected based on its appropriateness, excellent conference facilities and central location. An agency sourced the venue.

For delegates, meals and beverages were provided for Friday evening after the academic session which were modest in terms of costs (£36.81 per head) and quantity. The overall cost per head for the two day meeting was £134.20. The total cost for the 2 day meeting was £9,259.58. Lunch and coffee breaks were provided on the Saturday as part of a day delegate rate (£60 per person). Details of the quantities and types of meal and beverage were provided.

As this was planned as a two day meeting and many delegates were coming from across the UK, accommodation was provided as an option. Not all delegates took up this option. Of 69 delegates, accommodation was provided for only 39. No entertainment was provided at any time during the meeting.

No-one was invited simply as a partner of a delegate. The invitation was provided to health professionals only. There were delegates who, as health professionals in their own right, also happened to be partners of other delegates, a situation which was clearly in accordance with the supplementary information to Clause 19.1, which permitted provision of hospitality to a spouse who was a member of the health professions, and qualified as a proper delegate at the

meeting in their own right. This involved five couples.

The companies gave clear verbal instructions to the hotel that uninvited partners were not acceptable and asked the hotel to advise them of any delegate who tried to check-in a partner who was not an invited delegate. In addition, the companies advised the hotel that all rooms being paid for would be for single occupancy.

In summary, the companies believed they complied fully with the Code and that the allegations were unfounded. Bristol-Myers Squibb and Otsuka therefore denied a breach of Clauses 2, 9.1 or 19.1.

#### **PANEL RULING**

The Panel noted that the meeting, 'Recent Advances in Management of Schizophrenia', had been jointly sponsored by Otsuka and Bristol-Myers Squibb. The agendas provided by the complainants and companies differed. Each bore an identical company reference number but that provided by the complainants did not include a declaration of sponsorship and there were minor differences in the speaker details, etc. The Panel noted the companies' submission in this regard. The complainants were anonymous and non-contactable. The agenda supplied by the companies showed that there were one and a half hours of education on the Friday evening followed by dinner. On Saturday the educational programme ran from 09.15 to 15.45 with an hour for lunch. The Panel considered that, according to

the agenda, the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company. The prime purpose of the meeting was educational.

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On the basis of the information before it, the Panel did not consider that there had been breaches of Clauses 2, 9.1 and 19.1 and ruled accordingly.

#### **Complaints received**

<b>Case AUTH/2070/11/07</b>	<b>28 November 2007</b>
<b>Case AUTH/2072/12/07</b>	<b>3 December 2007</b>
<b>Case AUTH/2073/12/07</b>	<b>3 December 2007</b>

<b>Cases completed</b>	<b>7 January 2008</b>
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