

# ANONYMOUS DOCTOR v ASTELLAS

## Arrangements for a meeting

An anonymous doctor complained that the Astellas summer school for medical professionals had become associated with lavish venues. Astellas had insisted that invitations to such venues should only be accepted on the understanding that all session were attended. This year's venue had a gourmet restaurant and extensive spa.

The complainant noted that Astellas' aggressive marketing style had been of concern for some time and particularly now with its Prograf patent expiring soon and its need to get doctors to transfer to Advagraf.

The detailed response from Astellas is set out below.

The Panel noted Astellas' submission that delegates had initially been invited to the meeting on the basis of its educational reputation; delegates had not been told where the meeting would be held and so could not have been attracted by the venue. In the Panel's view, however, invitees were likely to know what type of venue had been chosen in the past. The Panel noted that this year's venue was conveniently placed for road and air travel and was away from the potential distractions of a city centre. On its website the venue was described as a 'country house hotel'. It did not have a star rating and although its main restaurant played host to 'gourmet meals' it did not have any Michelin stars or similar. In the Panel's view, the impression was that Astellas' guests were being accommodated in a good quality hotel. The draft breakdown of costs showed that the day delegate rate, to include all meals plus coffee and soft drinks throughout the day, was £348.98 per person. The full cost of the meeting, to include transfers but excluding agency fees, was approximately £1,762 per delegate for the three days.

The Panel noted that the majority of the anticipated attendees were doctors; one fifth of those expected to attend were nurses/transplant co-ordinators. The Panel further noted that over three days the summer school provided seventeen and a half hours of education. The Panel considered that although the cost of the hospitality provided was on the limits of acceptability it was nonetheless, secondary to the main purpose of the meeting, not out of proportion to the occasion and at a level that many of the attendees might be expected to pay if doing so for themselves. No breach of the Code was ruled.

The Panel noted Astellas' submission that the meeting was free from any product promotion and that the company had no input into the agenda. In

that regard the Panel did not consider that the meeting was associated with the aggressive promotion of Advagraf as alleged. There was no evidence that high standards had not been maintained in this regard and no breach of the Code was ruled including no breach of Clause 2.

An anonymous, non-contactable doctor who stated that he worked in the field of transplantation, complained about the arrangements for a meeting to be held by Astellas Pharma Ltd.

## COMPLAINT

The complainant explained that for some time the Astellas school for medical professionals in transplantation had become associated with lavish venues in places where it was generally hard to escape (ie out of city centres). Tied in with this had been an insistence by Astellas that all invitees must attend all sessions and that this was the understanding for accepting the invitation to such a lavish venue.

Once again this year the summer school in June was to be held at a lavish and deluxe venue – in Hampshire. There was no mistaking this for anything other than a lavish and deluxe venue, with a gourmet restaurant and extensive spa. Indeed the opening paragraph in the hotel brochure began '[the hotel] offers its guests quality, style and luxury ...'. Furthermore, the hotel was owned by the a hotel group that described itself as 'Country Hotels of Distinction'. This was clearly a venue that any doctor would expect to be associated with a very special occasion and not one for routine business or meetings. The complainant alleged a breach of Clause 19.1 of the Code.

The complainant noted that the aggressive marketing style of Astellas had concerned many doctors in transplantation for some time particularly currently with its patent of Prograf expiring soon, and a desperate need to persuade doctors to transfer to Advagraf.

When writing to Astellas the Authority asked it to respond in relation to Clauses 2 and 9.1 of the Code, in addition to Clause 19.1 cited by the complainant.

## RESPONSE

Astellas explained that its Summer Workshop was an annual, non-promotional, educational meeting in the field of transplantation. The event was wholly sponsored by Astellas and had taken place for the

past 9 years. This year it was scheduled to take place in June. The Summer Workshop provided an open forum which encouraged free discussion through a mixture of sessions including state of the art lectures, case study discussions, workshops and plenary sessions.

An unpaid faculty of respected health professionals from across the range of specialties in the field of transplantation was responsible for the agenda (lectures and workshops) and the final selection of delegates to the meeting. Membership of the faculty was for 2 years with approximately half the faculty changing every year to allow for some continuity. Astellas selected the faculty members but was not officially part of the faculty. Astellas personnel from Head Office attended the faculty meetings as observers but would intervene to ensure the aims of the meeting were achieved and that the meeting arrangements were acceptable and in line with the Code. The Astellas members also ensured that none of the presentations were in an area of commercial interest to Astellas as the very high reputation of this meeting was built on there being no promotional content to any of the sessions. In addition there were no promotional stands and no promotional material (including pens and other brand reminders) anywhere at the meeting. The only signage was corporate and not product related. Finally the presence of company personnel ensured smoother communication with the event management company contracted by Astellas to run the meeting.

The aim of the faculty was to ensure that there was good representation from all specialities and grades within transplantation and therefore consultants, specialist registrars, pharmacists, transplant specialist nurses and donor/recipient co-ordinators were all invited. The faculty, not Astellas, decided the content of the Summer Workshop but traditionally the agenda was usually only finalised at the American Transplant Congress (end of May each year) after the faculty had invited all speakers to present at the meeting and received their confirmations. Astellas noted that, like the faculty, none of the speakers or chairs were paid for their services which highlighted the distance that it maintained from the educational content of the meeting and that speakers genuinely wanted to come to the meeting to discuss topics with their peers. Astellas also noted that all attendees were expected to take a full part in discussions and the faculty decided which attendees should be asked to facilitate workshops and act as scribes for feedback to the main group.

Delegates were asked in November 2008 to register their interest in the 2009 Summer Workshop. The Astellas Key Account Managers (KAMs) nominated a broad list of health professionals within transplantation to the faculty which ratified the list. Once the dates for the meeting were confirmed, a 'Save the date' email was sent to the ratified list of delegates who could then email back to register interest in attending the meeting. At this point no

venue was agreed and the agenda was not finalised. From the registered list, a final list of invitees was selected by the faculty and a confirmatory email and invitation was sent via the KAMs to approved invitees to complete and return. This was the first time that delegates knew of the actual venue. Those not initially successful were placed on a waiting list since it was inevitable that some confirmed delegates would drop out nearer the date of the meeting.

Astellas believed, for the reasons outlined above and from feedback from delegates from the past 9 years, that the interest in the Summer Workshop was solely based on the meeting's high educational content, free of promotion, and not the choice of venue.

In summary, Astellas fully sponsored the meeting, organised the logistics including collating expressions of interest from potential delegates and sat as observers on the faculty to ensure the meeting complied with all aspects of the Code. While Astellas selected the faculty, the meeting was free from any product promotion and Astellas had no input into the agenda. The faculty approved lists of potential delegates sent in by Astellas and the faculty confirmed which delegates would attend each year.

For many years Astellas had supported education in the transplant community. The Summer Workshop was a corporate sponsorship and was clearly indicated in materials related to the meeting. It was an educational meeting and none of the materials (agenda, invitations, emails, etc copies of which were provided) promoted Astellas' medicines. The invitations clearly indicated Astellas' sponsorship. Astellas strove to avoid any suggestion of commercial interference by ensuring that none of the topics could be construed as promotional by delegates even if independently suggested by the faculty. The reputation of this four day meeting was so high within the transplant community that many regarded it as the most valuable educational meeting in the whole year. Astellas had certified any communications related to this national meeting and had examined and approved the arrangements as required by the Code.

Astellas believed that high standards had indeed been maintained and that there had been no breach of Clause 9.1.

Astellas firmly believed that the level of subsistence provided at the meeting was consistent with the letter and spirit of Code as it was associated with, and was not disproportional to, the nature of this scientific meeting. Delegates were provided with meals and reimbursed for reasonable, economy travel expenses. It was stated clearly on the invitation that all other incidentals were to be covered by the delegate.

The full cost of the meeting including airport transfers, on-site technical support, four onsite

agency staff throughout the event etc, but excluding agency fees, was approximately £1,762 per delegate (cost breakdown was provided). Specifically looking at the cost of subsistence, which included three nights' accommodation, meals and refreshments for the delegates and Astellas staff, broke down to approximately £1,370 per delegate for the four day meeting. While Astellas understood that this was not an insignificant amount per head, Astellas believed that this compared favourably with any privately provided educational course of such high calibre. Astellas further noted that, in accordance with the Code, no entertainment had been organised.

Astellas disagreed with the complainant's allegation that the hotel was perceived as a luxury hotel and that was why doctors attended the meeting.

When delegates first registered for this meeting they did not know about the venue as it was not yet chosen. An independent agency explored thirty five venues but only two were available on the specific dates, the other venue being in York city centre. The final venue was only selected by the faculty in January 2009 and delegates were told about it in invitations sent at the beginning of February 2009. The agenda was not yet finalised but would be at the American Transplant Congress at the end of May 2009. Workshops, however, had been finalised and delegates would be asked to select the workshops they wished to attend at the beginning of May 2009.

Astellas noted that the complainant had also alleged that the hotel had a gourmet restaurant. While the food would be compatible with that expected of a 4 star hotel, the restaurant did not, to Astellas' knowledge have any Michelin stars or AA rosettes and in this regard Astellas disagreed with the complainant's description of the restaurant. Astellas considered that the arrangements were not incompatible with Clause 19.1 of the Code in that the subsistence provided was secondary to the meeting and not the prime reason for attending.

Astellas acknowledged that the hotel had a leisure complex and spa treatment centre like many larger 4 star hotels throughout the UK. However the hotel was not renowned for being either a deluxe or extravagant venue or for being associated with sporting and leisure facilities; Astellas would be surprised if many of the delegates had actually heard of the venue before they received their confirmation.

The hotel was chosen for its excellent conference facilities and because it was away from any major attraction like a city centre. The faculty believed from its past experiences that delegates should be fully involved in the sessions and therefore it was important to have a venue away from potential distractions like shops. The attendees invested four days of their time, including a whole weekend when travelling back home was included. The transplant community was relatively small compared to some

therapeutic areas and it was clear that even a few missing participants could adversely affect the quality of interactivity at a meeting such as this since there was a considerable amount of small group work and discussion. Thus the faculty stipulated that delegates were expected to attend all the educational sessions. Astellas was surprised that the complainant had a problem with that since to accept an invitation to a meeting which was oversubscribed, thereby denying someone else a place, and to not then turn up for parts of the meeting was inconsistent with standards of professional conduct expected by health professionals.

However, for a national meeting, accessibility was also important and the hotel was also with easy reach of the M3, M4 and M25 motorways and was a relatively short transfer from Heathrow and about 45 minutes from Gatwick.

The Summer Workshop was highly regarded as being a genuinely educational meeting with no product promotion and being in its tenth year in a small specialised community, it was not difficult to understand that most, if not all, transplant health professionals would have heard of the meeting even if they had not previously attended. To support this over 100 potential delegates had registered interest in the meeting before knowing the venue or the agenda.

The agenda was developed and finalised by the faculty. The lectures and workshops encompassed a wide variety of current topical research and clinical scientific areas. Any form of therapy, surgery, medicine and other current issues in the field of transplant might be discussed. One of the advantages of confirming the meeting agenda relatively late in the process was that subject matter could be extremely topical.

No agenda item focused on any particular Astellas product and Astellas, by having observers on the faculty, ensured that this was the case. The agenda was therefore purely scientific with no promotional content. To this end Astellas did not review or input into the presentations and workshop content. Throughout the agenda the focus of this meeting was education.

The programme ran from 3pm on Thursday, 11 June to 1pm on Sunday, 14 June. On arrival on the first day delegates participated in a 2.5 hour workshop before dinner. On Friday an intensive programme ran from 9am to 5.30pm with an hour for lunch and on Saturday the programme ran from 9am until 3pm. On Sunday there was a programme till 1pm and delegates left after lunch to travel home. In total, excluding all breaks, there were at least 18 hours of education.

In summary Astellas stated that it strove to maintain high standards and transparency. Astellas had allowed a faculty of health professionals to choose the agenda and to select the delegates while making

it abundantly clear that Astellas sponsored the event. Delegates were not aware of the venue or even the agenda before registering interest in the meeting but would have known about the high academic standing of the faculty and of the meeting's history. Indeed, the fact that the transplant community referred to the meeting as 'Summer School', strongly underpinned Astellas' claim as to the intensive nature and high academic content of the event. Astellas submitted that this year's venue was chosen with careful criteria specifically for the purpose of an interactive, four day educational event as well as availability and location. Astellas did not agree with the complainant that this hotel was a lavish or deluxe venue or that its restaurant was of 'gourmet' standard.

Astellas therefore did not consider any the arrangements to be in breach of Clause 9.1 or Clause 19.1 of the Code.

Astellas did not consider this intense educational programme to be in breach of Clause 2. Rather, it upheld Astellas' commitment to provide high quality education and maintain its established reputation in the transplant community. Astellas believed it was precisely this type of meeting arrangement, where the delegates ran it for themselves and selected their peers to present and attend, that restored trust in the pharmaceutical industry, which was one of the four strategic priorities for the ABPI.

In response to a request for further information, Astellas submitted that it anticipated that the attendees at this year's Summer Workshop would comprise 28 surgeons, 24 physicians, 17 nurses/transplant co-ordinators, 3 pharmacists, 4 paediatricians, 1 anaesthetist, 2 pathologists, 1 islet specialist and 1 non-clinical attendee. Seventeen staff from Astellas would also attend.

## PANEL RULING

The Panel noted that the supplementary information to Clause 19.1 stated that a meeting venue must be appropriate and conducive to the main purpose of the meeting; lavish, extravagant or deluxe venues must not be used, companies must not sponsor or organize entertainment and should avoid using venues that were renowned for their entertainment facilities. The supplementary information further stated that it should be the programme that attracted delegates and not the associated hospitality or venue. The impression that was created by the arrangements for any meeting must be kept in mind.

The Panel noted Astellas' submission that delegates had initially been invited to the meeting on the

basis of its educational reputation; delegates had not been told where the meeting would be held and so could not have been attracted by the venue. In the Panel's view, however, potential delegates were likely to be aware of the type of venue chosen in the past. The Panel noted that this year's venue was conveniently placed for road and air travel and was away from the potential distractions of a city centre. The hotel's website described it as a 'country house hotel'. It did not have a star rating and although its Restaurant played host to 'gourmet meals' it did not have any Michelin stars or similar. In the Panel's view, the impression was that Astellas' guests were being accommodated in a good quality hotel. The draft breakdown of costs showed that the day delegate rate, to include all meals plus coffee and soft drinks throughout the day, was £348.98 per person. The full cost of the meeting, to include transfers but excluding agency fees, was approximately £1,762 per delegate for the three days.

The Panel noted that the majority of the anticipated attendees were doctors; one fifth of those expected to attend were nurses/transplant co-ordinators. The Panel further noted that over three days the summer school provided seventeen and a half hours of education. The Panel considered that although the cost of the hospitality provided was on the limits of acceptability it was nonetheless, secondary to the main purpose of the meeting, not out of proportion to the occasion and was at a level that many of the attendees might be expected to pay if doing so for themselves. No breach of Clause 19.1 was ruled.

The Panel noted Astellas' submission that the meeting was free from any product promotion and that the company had no input into the agenda. In that regard the Panel did not consider that the meeting was associated with the aggressive promotion of Advagraf as alleged. The Panel noted that the complainant was anonymous and non contactable. The complainant had not provided any material to support their allegation. The complainant had the burden of providing their complaint on the balance of probabilities although in the Panel's view marketing could be 'aggressive' and still comply with the Code. There was no evidence that high standards had not been maintained in this regard and no breach of Clause 9.1 was ruled.

The Panel noted its rulings above and considered that there had also been no breach of Clause 2 of the Code.

**Complaint received**            **21 April 2009**

**Case completed**                **22 May 2009**