

ANONYMOUS v GLAXOSMITHKLINE

Arrangements for a meeting

An anonymous, non-contactable complainant complained about a meeting held one Saturday morning in March 2010 at a luxury golf and spa resort hotel, sponsored by GlaxoSmithKline.

The complainant considered that the location, timing and venue were the factors which persuaded doctors to attend. Pharmaceutical companies should not use such tactics to entice doctors to their meetings. The event lasted only until lunchtime, after which the attendees could use the venue's extensive spa and golf facilities or visit local attractions.

The detailed response from GlaxoSmithKline is given below.

The Panel noted the meeting in question has been organised by an independent education provider for GPs and practice nurses. GlaxoSmithKline was one of the sponsoring companies. Two local hospital consultants each gave a one and a half hour presentation, mid morning coffee and lunch were provided and delegates were encouraged to visit the exhibition stands. The venue was stated as the name of the hotel only – there was no reference to golf or spa facilities.

The Panel noted GlaxoSmithKline's submission that it had paid for an exhibition stand and that no additional hotel facilities were endorsed or paid for by GlaxoSmithKline or the conference organisers. GlaxoSmithKline had not provided free or subsidised access to local attractions.

The Panel considered that delegates to the meeting had been invited on the basis of the educational/scientific content which would be the attraction to attend rather than the venue and hospitality. The Panel considered high standards had been maintained. No breaches of the Code were ruled including Clause 2.

An anonymous, non-contactable complainant complained about arrangements for a meeting sponsored by GlaxoSmithKline UK Ltd.

COMPLAINT

The complainant noted that the meeting at issue had been held one Saturday, in March 2010 at a luxury golf and spa resort hotel.

The complainant considered that the location, timing and venue were the factors which persuaded doctors to attend. Pharmaceutical companies should not use such tactics to entice doctors to their

meetings. The event lasted only until lunchtime, after which the attendees could use the venue's extensive spa and golf facilities, or visit local attractions.

The complainant considered that if the meeting arrangements were generally known, the public would be appalled.

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

RESPONSE

GlaxoSmithKline explained that the meeting at issue was an ENT [ear, nose and throat] and Paediatric Allergy Masterclass organised by an independent primary care education provider. The masterclass was a free study morning for GPs and practice nurses as part of a health education series which was run independently by the education provider. A certificate for 3 hours of continuing professional development (CPD) points was awarded to the health professionals that attended the event.

The content of these educational events was entirely run by the education provider, with no input by the sponsoring companies. All logistics, including registering the attendees for the event, were organised by the education provider.

The education provider invited pharmaceutical companies to sponsor its educational events and in return provided an exhibition area for sponsors. The sponsorship of the masterclass was clearly stated on the event flyer and the day programme (copies of both were provided). GlaxoSmithKline submitted that it had paid for an exhibition stand at the event. The masterclass in question was also sponsored by sixteen other pharmaceutical companies. The agenda for the meeting was included on the day programme, which also detailed the corporate sponsors. The course was provided free of charge to delegates which, as the day programme stated, would not be possible without the support of the sponsors.

The masterclass included a basic cold lunch and coffee. No other hotel facilities were endorsed or paid for by the education provider; this had been confirmed by the conference director. GlaxoSmithKline did not provide free or subsidised access to any of the hotel's facilities or surrounding attractions. Therefore, GlaxoSmithKline did not consider that this constituted a breach of Clause 19.1 of the Code. In addition, the event flyer

described the venue by the name of the hotel chain and not as a golf and spa resort.

GlaxoSmithKline did not consider that its sponsorship of the masterclass was in breach of Clauses 2, 9.1 or 19.1 of the Code. GPs and practice nurses were attracted to the masterclass because it was a high-quality, free educational event provided by two local consultants and not because of the location or venue.

PANEL RULING

The Panel noted that the meeting in question had been organised by an independent primary care education provider for GPs and practice nurses. That the masterclass was free of charge to practising GPs and practice nurses was as a result of pharmaceutical company sponsorship. According to the booking form a nominal fee would be charged to other health professionals. GlaxoSmithKline was one of seventeen companies to sponsor the event.

The masterclass was given by two local hospital consultants. The programme started at 9am with coffee and registration. From 9.30-11am one of the consultants gave a presentation on common ENT problems in general practice. After a half hour coffee and exhibition break the second consultant gave another one and a half hour presentation on the management of paediatric allergy in primary care. From 1-1.30pm delegates could have lunch

and visit the exhibition. The booking form clearly stated that a free basic cold lunch would be provided. The venue was stated as the name of the hotel chain only – there was no reference to golf or spa facilities.

The Panel noted GlaxoSmithKline's submission that it had paid for an exhibition stand but had not provided free or subsidised access to any of the hotel's facilities or surrounding attractions. No additional hotel facilities were endorsed or paid for by the conference organisers.

The Panel considered that delegates to the meeting had been invited on the basis of the educational/scientific content, which would be the attraction to attend rather than the venue and hospitality. The Panel ruled no breach of Clause 19.1. The Panel considered high standards had been maintained and ruled no breach of Clause 9.1.

The Panel noted its rulings above and considered that there could be no breach of Clause 2 of the Code; neither the event nor GlaxoSmithKline's involvement in it had brought discredit upon or reduced confidence in the industry. The Panel ruled accordingly.

Complaint received **28 May 2010**

Case completed **23 June 2010**
