

ANONYMOUS EMPLOYEE v SANOFI-AVENTIS

Alleged excessive hospitality

An anonymous employee of Sanofi-Aventis alleged that the company had provided excessive hospitality to delegates at two overseas meetings. At the first meeting, held in Paris in 2009, it was alleged that Sanofi-Aventis plied customers with large amounts of alcohol and that individual entertainment bills ranged from £200 to in excess of £500. The complainant further alleged that at a second meeting in San Francisco one named individual was wine and dined excessively; on one occasion the cost was over \$100 per head for entertainment only. The complainant alleged that the excessive entertainment/alcohol provided to the named individual led him to behave inappropriately in the bar.

For each meeting the complainant named a number of employees who, to his recollection, had attended.

The detailed response from Sanofi-Aventis is given below.

The Panel noted that the complainant had not revealed their identity nor given the Authority any contact details. Complainants had the burden of proving their complaint on the balance of probabilities. Anonymous complaints were accepted and like all complaints were judged on the evidence provided by the parties. With no contact details for the complainant it was impossible to ask him/her for further information.

The Panel was concerned that Sanofi-Aventis had not spoken to the company employees who had attended the meetings. The company had referred solely to its records. With regard to the Paris meeting the Panel noted that on the two evenings a three course meal with wine was provided to delegates at a cost of around £55. The complainant had not complained about this hospitality *per se*; his complaint was about the employees' bills for entertaining customers. Nonetheless, the Panel considered that what the company had already provided by way of hospitality was an important factor in deciding whether any additional spend was acceptable under the Code.

Sanofi-Aventis had provided copies of three employees' room bills which in total related to 46 delegates and 11 employees. A bar bill from a fourth employee (for 4 delegates) stated a time of 18.35 and itemised the drinks, three gin and tonics, what appeared to be a beer and a coffee. The room bills did not break down the drinks, the number of drinks or the number of attendees or give the time of day.

The Panel noted from the information provided that

drinks over two days for 50 delegates and 11 employees had cost £1568.41 with an average spend of £25.71. The bar bill for day one was £1030.30 and day two £538.11. Sanofi-Aventis was unable to say how many delegates, staff or agency employees were present in the bar each evening or what had been drunk and had not stated whether the drinks were consumed before or after dinner. In the Panel's view there was a difference in perception between providing one drink prior to dinner and post dinner drinks.

The Panel was extremely concerned about the lack of information regarding expenses for the Paris meeting. It had asked Sanofi-Aventis for additional information and this had not been supplied. The Panel noted that Sanofi-Aventis' record of the events was extremely limited. If, in 2009, the company had had no more information than it provided to the Panel in 2010/11, it appeared to have approved expenses with incomplete information. If this was the case then in the Panel's view this was extremely poor practice.

The Panel noted that given the lack of detail provided by Sanofi-Aventis it did not know the nature of the hospitality nor could it calculate the exact level of hospitality provided to delegates on either evening; it could only calculate the average figures. In the Panel's view this was unsatisfactory and it meant that the true level of hospitality provided to some individuals might be higher but hidden in the average figure. Sanofi-Aventis could not guarantee that the requirements of the Code had been met. The Panel queried whether the bar costs exceeded the level which recipients would normally adopt when paying for themselves. The Panel considered that based on the limited evidence before it, it had no option other than to rule no breach of the Code including no breach of Clause 2 which was a sign of censure and reserved for such.

With regard to the American meeting the Panel noted that the complaint appeared to be about both the hospitality provided by the company and the hospitality provided by the employees. Sanofi-Aventis had submitted that in addition to providing delegates with a £36.53 hotel voucher for the first evening, it had organised two evening meals which had cost £60.54 and £45.39 per head on the second and fourth evenings respectively. Each meal had been a three course dinner with a half bottle of wine, coffee/tea and water, local taxes and gratuities. On the third evening delegates had attended a symposium dinner the cost of which was included in the registration package. No company employee submitted any additional expense claim for any third party entertainment.

The Panel considered that on the information before it there was no evidence that the hospitality was unreasonable. No breach of the Code was ruled including no breach of Clause 2.

The Panel was extremely concerned that the complainant had made some very serious allegations about the hospitality provided to, and the conduct of, a named consultant. No supporting evidence was provided by the complainant. There was no evidence that Sanofi-Aventis had provided hospitality other than dinner and drinks. The Panel ruled no breach of the Code.

An anonymous Sanofi-Aventis employee complained about hospitality provided by the company at meetings in Paris and San Francisco.

COMPLAINT

The complainant stated that after working for Sanofi-Aventis for a considerable number of years he now sadly found himself in a position to be able to report a number of clear breaches of the Code without fear of retribution as he was possibly facing redundancy.

International Breast Cancer Conference (IBCC)

The complainant explained that the IBCC was an annual meeting held each year in Paris and organised by Sanofi-Aventis. The meeting in question had been held in January 2009 and was attended by delegates from Europe and further afield. Company employees were given specific instructions before they left for the meeting around the Code and entertaining customers. Specifically, that all meals and refreshments were provided and that there would be absolutely no need for them to incur any cost relating to entertainment of customers.

At this meeting Sanofi-Aventis employees plied customers with large amounts of alcohol which was at the time clearly in breach of the Code. It was a two night stay and the individual entertainment bill ranged from £200 to in excess of £500. There were at least six employees present. The meeting would be held again in 2011.

The complainant named ten company employees who, to his recollection, had attended the meeting.

American Society of Clinical Oncology – Genitourinary Meeting (ASCO GU)

The complainant alleged that during ASCO GU 2010, held in San Francisco, several incidents took place that were an utter shame on his profession. Sanofi-Aventis breached the Code on at least two separate occasions. Firstly with the entertainment of a named UK consultant oncologist, who was wine and dined excessively; on one occasion the cost was over \$100 per head which was purely entertainment.

The amount of excessive entertainment/alcohol this

oncologist received on another occasion at this event in the presence of Sanofi-Aventis employees led him to behave inappropriately in the bar.

The complainant named eight company employees who, to his recollection, had attended the meeting.

The complainant stated that the practice had to stop.

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

RESPONSE

Sanofi-Aventis stated that the IBCC was an annual Sanofi-Aventis organised three day meeting held in Paris, where oncologists across the globe were invited to listen to the latest research and treatment of breast cancer from an international panel of experts. Sanofi-Aventis UK sponsored 98 delegates, 14 company and 2 agency employees to attend the meeting in 2009. As outlined by the complainant, a comprehensive verbal staff briefing was provided to Sanofi-Aventis employees attending this meeting; in particular Clause 19.1 was outlined.

The sponsorship of each delegate included travel, accommodation, registration to the conference and hospitality. The hospitality consisted of breakfasts, lunches provided at the conference and, furthermore, the whole UK team was invited for pre-arranged dinner each night, as outlined below:

First Night: \$60.13 per head for a 3 course set dinner including 1/3 bottle of wine, mineral water, coffee, including local taxes and gratuities.

Second Night: \$60.70 per head for a 3 course dinner including 1/2 bottle of wine, mineral water, coffee, including local taxes and gratuities.

In addition to the above, four company representatives had claimed for third party entertainment over the two nights in Paris: 83.00 Euros for 4 delegates; 737.00 Euros for 26 delegates; 616.00 Euros for 13 delegates and 6 employees and 272.00 Euros for 7 delegates and 5 employees respectively.

For reference, the average cost of drinks at the hotel bar was beer €12-14 (£11-12.86), gin & tonic €18 (£16.53) and glass of wine €8 (£7.35). No out of pocket expenses referring to hospitality were claimed by any of the delegates attending this meeting.

ASCO GU was an annual international cancer conference held in the US specifically to deliver the latest research and treatment paradigms in genitourinary oncology. Sanofi-Aventis UK sponsored 56 delegates, 8 employees and 2 agency employees to attend the meeting in 2010. A staff briefing was provided to Sanofi-Aventis employees attending this meeting; in particular Clause 19.1 was outlined.

The sponsorship of each delegate included travel, accommodation, registration to the conference and hospitality. The hospitality consisted of breakfasts, lunches provided at the conference and, the whole UK team was invited for pre-arranged dinner each night, as outlined below:

3 March - Hotel voucher

4 and 6 March - Local restaurants: \$82.85 and \$62.12 per head respectively for a 3 course dinner including a half bottle of wine, tea/coffee, water, local taxes and gratuities.

5 March - Congress symposium included dinner

Sanofi-Aventis stated that none of its employees submitted expense claims for any third party entertainment during their stay in San Francisco. Furthermore, no out of pocket expenses referring to hospitality were claimed by any of the delegates.

Sanofi-Aventis took the matter of providing an appropriate and acceptable level of hospitality at all meetings very seriously and it did not believe that on either occasion the allegations of inappropriate hospitality, and therefore a breach of Clause 19.1, could be justified. Furthermore, the company believed that the briefings and arrangements as outlined above were in keeping with the requirements to maintain high standards at all times. Sanofi-Aventis therefore denied breaches of Clauses 9.1 and 2.

Sanofi-Aventis noted that its whistle-blowing policy encouraged and provided an opportunity for employees to raise concerns such as that described by the complainant. This was not done in this case.

In response to a request for further information, Sanofi-Aventis stressed that its internal records related to these conferences had been thoroughly reviewed and the relevant data summarised above. No staff members that had attended the meetings had been interviewed in relation to this complaint.

With regard to the IBCC in Paris in 2009, Sanofi-Aventis provided copies of the receipts for the additional expenses incurred by the four company representatives, with costs in Sterling, as requested.

With regard to the ASCO GU meeting in San Francisco in 2010, although Sanofi-Aventis considered that it was inappropriate to comment on individual health professionals without their consent, all delegates received the same hospitality and none of them were wined, dined and entertained to excess.

In response to a second request for further information Sanofi Aventis stated that, in relation to the IBCC meeting it was unable to say how many delegates, Sanofi-Aventis staff and agency staff were present in the bar on any of the evenings in question. Furthermore, it did not have any further information on what actual drinks were consumed; it previously supplied all the information which was

from the expense claims. Sanofi-Aventis did not pay for any delegate hospitality provided by employees of its agency.

Sanofi-Aventis submitted that it was difficult to comment specifically on what the complainant stated that he was told. All company personnel present at the meeting would have been expected to be conversant with the Code and thus be aware of the costs they could incur.

With regard to the ASCO GU meeting, the exchange rate at that time was 1.3686. The hotel voucher was for \$50 inclusive of taxes and gratuities for a delegate to use in any of the hotel restaurants. Any expenses over this were paid by the delegates themselves. The conference dinner on 5 March was included in the cost of the registration package and was not paid as an extra. Again Sanofi-Aventis did not pay any delegate hospitality provided by employees of its agency.

PANEL RULING

The Panel noted that the complainant had not revealed their identity nor given the Authority any contact details. As set out in the introduction to the Constitution and Procedure, complainants had the burden of proving their complaint on the balance of probabilities. Anonymous complaints were accepted and like all complaints were judged on the evidence provided by the parties. With no contact details for the complainant it was impossible to ask him/her for further information.

The Panel was concerned that Sanofi-Aventis had not spoken to the company employees who had attended the meetings. The company had referred solely to its records. With regard to the IBCC meeting the Panel noted that on the two evenings a three course meal with wine was provided to delegates at a cost of €60.13 (£55.22) and €60.70 (£55.74) respectively. The complainant had not complained about this hospitality *per se*; his complaint was about the employees' bills for entertaining customers. Nonetheless, the Panel considered that what the company had already provided by way of hospitality was an important factor in deciding whether any additional spend was acceptable under the Code.

The documents provided by Sanofi-Aventis consisted of copies of the room bills for three employees and a copy of a bar bill from a fourth. The copy of the bar bill (for 4 delegates) stated a time of 18.35 and itemised the drinks, three gin and tonics, what appeared to be a beer and a coffee. The other three bills (for a total of 46 delegates and 11 employees) did not break down the drinks, the number of drinks or the number of attendees or give the time of day.

The Panel noted from the information provided that drinks over two days for 50 delegates and 11 employees had cost €1,708 (£1568.41) with an average spend of €28 (£25.71). The bar bill for day one was €1,122 (£1030.30) and day two €586

(£538.11). In a further submission Sanofi-Aventis stated that it was unable to say how many delegates, staff or agency employees were present in the bar each evening or what had been drunk. The Panel noted that Sanofi-Aventis had not answered its enquiry as to whether the drinks were consumed before or after dinner. In the Panel's view there was a difference in perception between providing one drink prior to dinner and post dinner drinks.

The Panel was extremely concerned about the lack of information regarding expenses for the IBCC meeting. It had asked Sanofi-Aventis for additional information and this had not been supplied. The Panel noted that Sanofi-Aventis' record of the events was extremely limited. If, in 2009, the company had had no more information than it provided to the Panel in 2010/11, it appeared to have approved expenses with incomplete information. If this was the case then in the Panel's view this was extremely poor practice.

The Panel noted that given the lack of detail provided by Sanofi-Aventis it did not know the nature of the hospitality nor could it calculate the exact level of hospitality provided to delegates on either evening; it could only calculate the average figures. In the Panel's view this was unsatisfactory as it meant that the true level of hospitality provided to some individuals might be higher but hidden in the average figure. Sanofi-Aventis could not guarantee that the requirements of the Code had been met. The Panel queried whether the bar costs exceeded the level which recipients would normally adopt when paying for themselves. The Panel considered that based on the limited evidence before it, it had no option other than to rule no breach of Clause 19.1. It did not consider that the circumstances warranted a ruling of a breach of Clause 2 which was a sign of censure and reserved for such.

With regard to the ASCO meeting the Panel noted that the complaint appeared to be about both the hospitality provided by the company and the hospitality provided by the employees. Sanofi-Aventis had submitted that in addition to providing delegates with a \$50 (£36.53) hotel voucher for the first evening, it had also organised two evening meals which had cost \$82.85 (£60.54) and \$62.12 (£45.39) per head on the second and fourth evenings respectively. Each meal had been a three course dinner with a half bottle of wine, coffee/tea and water, local taxes and gratuities. On the third evening delegates had attended a symposium dinner the cost of which was included in the registration package. No company employee submitted any additional expense claim for any third party entertainment.

The Panel considered that on the information before it there was no evidence that the hospitality was unreasonable such as to breach Clause 19.1. Thus the Panel ruled no breach of that clause. It also ruled no breach of Clauses 2 and 9.1.

The Panel was extremely concerned that the complainant had made some very serious allegations about the hospitality provided to, and the conduct of, a named consultant. No supporting evidence was provided by the complainant. There was no evidence that Sanofi-Aventis had provided hospitality other than dinner and drinks. The Panel ruled no breach of Clause 19.1. Given the circumstances, the Panel also ruled no breach of Clauses 2 and 9.1.

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| Complaint received | 22 November 2010 |
| Case completed | 7 February 2011 |