

ANONYMOUS v SANOFI-AVENTIS

Conduct of representative

An anonymous complainant raised concerns about the attendance of patients at a Multaq (dronedarone) promotional meeting organised by a Sanofi-Aventis representative. During the meeting patients took part in a presentation given by a consultant cardiologist. The complainant considered that it was inappropriate for the representative to pay for two of the patients to eat at the restaurant, after the presentation, attended by many health professionals. That aside, the complainant believed that the meeting was well managed and most informative.

The detailed response from Sanofi-Aventis is given below.

The Panel considered that the patient perspective might be a useful component of some pharmaceutical company meetings. If patients were to speak however, the company must ensure that all of the arrangements complied with the Code. Patients would, in effect, be speaking on the company's behalf and in that regard they should be adequately briefed with regard to the requirements of the Code. Companies should not allow those they had engaged as speakers to informally invite others to speak.

The Panel noted Sanofi-Aventis' submission that the representative was told two days before the meeting that the consultant had thought of inviting some patients to the meeting. At that stage the representative should have either asked the consultant not to invite the patients or taken steps to prepare for their possible attendance and to ensure compliance with the Code in that regard. From Sanofi-Aventis' submission it did not appear that the representatives had done either. When a patient and his wife stayed for the meal the representatives assumed that the consultant had invited them to do so. This was unacceptable; it was beholden upon the representatives to remain in control of all of the meeting arrangements.

The fact that patients attended a meeting where Sanofi-Aventis' medicine was being promoted meant that Sanofi-Aventis had promoted a prescription only medicine to the public. Thus the Panel ruled a breach as acknowledged by Sanofi-Aventis.

The Panel considered that in their organization of the meeting the representatives had not maintained a high standard of ethical conduct or complied with the Code. A breach was ruled.

The Panel noted that as speakers and a carer at the meeting it was not unreasonable that the members

of the public should be compensated in some way for giving up their own time to provide a service to the company. Any payment or recompense should adequately reflect the time and effort involved. The Panel noted that the meeting was a promotional meeting for health professionals and so any associated hospitality should not extend beyond those qualified to attend the meeting in their own right. In that regard, the members of the public did not qualify as proper delegates to the meeting.

It could be argued that as speakers the members of the public were participants at the meeting as meant by the supplementary information to the Code. The Panel did not consider that it was necessarily unacceptable for a patient speaker to receive hospitality providing that the hospitality complied with the Code and there was no promotion of prescription only medicines. In that regard the Panel noted Sanofi-Aventis's submission that neither representative had any recollection of a product being discussed at the meal. The Panel also noted its ruling of a breach of the Code. The Panel considered that taking all the circumstances into account the provision of the meal to the patient and his carer in itself was not unacceptable. No breach of the Code was ruled.

With regard to high standards the Panel considered that the matter was covered by its ruling of a breach of the Code above and thus ruled no breach of the Code. The Panel was concerned that the representatives' unprofessional handling of the meeting might have given a poor impression, particularly to the patient and his wife who stayed for the meal. Nonetheless, the Panel did not consider that the circumstances warranted a ruling of a breach of Clause 2 which was a sign of particular censure and reserved for such use.

An anonymous, contactable complainant raised concerns about the attendance of patients at a promotional meeting organised by Sanofi-Aventis.

The complaint was considered under the Constitution and Procedure for the 2011 Code in relation to the requirements of the 2008 edition of the Code.

COMPLAINT

The complainant noted that a medical representative at Sanofi-Aventis had organised a promotional meeting at a restaurant in November 2010. During the meeting it was made evident that four patients were in attendance and took part in a presentation given by a consultant cardiologist. The complainant was concerned that the representative

paid for two of the patients to eat at the restaurant, after the presentation, attended by many health professionals. The complainant considered that this was inappropriate behaviour for a medical representative. The complainant believed that the meeting was well managed and most informative but considered that paying for a patient to enjoy a meal within the room where a medical presentation was conducted was entirely inappropriate.

When writing to Sanofi-Aventis the Authority asked it to respond in relation to Clauses 2, 9.1, 15.2, 19.1, and 22.1 of the 2008 edition of the Code.

RESPONSE

The meeting was arranged by two Sanofi-Aventis representatives in conjunction with a consultant cardiologist from the local hospital. The subject of the meeting was 'New advances in atrial fibrillation management'; a copy of the invitation sent to invitees was provided. In line with company policy, the consultant cardiologist had signed a standard speaker agreement, a copy of which was also provided. The restaurant was booked based on its suitability for this sort of meeting as it had a private room away from the main restaurant. The representative pre-ordered 40 set meals based on the expected attendance.

Two days before the meeting the consultant cardiologist mentioned to the representative that he had thought of inviting some patients to the meeting to give a patient perspective on the disease; at this point he had not invited them. On the evening of the meeting the consultant cardiologist told the representatives that he had invited two of the patients he had seen in clinic that morning to come along and speak on their experience of atrial fibrillation from the perspective of a patient.

On the evening of the meeting three members of the public were present; two patients as speakers, and the wife of one of the patients who attended as a carer.

The consultant cardiologist spoke for approximately 1 hour 15 minutes, a copy of his slides were provided. He then asked the two patients to speak and they spoke for approximately 10 minutes explaining their experiences of atrial fibrillation and its impact on their lives.

At the end of the presentations the two representatives sorted out the seating etc for the meal; neither of them spoke to the members of the public at this time. During the meal the representatives circulated and talked to the different attendees, neither representative had any recollection of a product being discussed during the meal as a significant amount of product discussion had already taken place. The patient who had arrived on his own had left at this point but the other patient and his wife stayed and ate with the other attendees of the meeting. Neither of the representatives asked the members of the public to

stay to eat and both assumed that the consultant who invited them to speak had done so.

A copy of the call record for the meeting along with copies of the expense claim and receipt for the hospitality were provided. The hospitality was a set meal for 40 people along with drinks charged as ordered.

Sanofi-Aventis accepted that technically the arrangements for this meeting breached Clause 22.1 in that patients were present during a promotional meeting. It did not accept that it was inappropriate to provide hospitality to the members of the public as they had acted as bona fide speakers relevant to the content of the meeting, and as such were present in this capacity rather than as lay persons and the timing of the meeting was such that offering subsistence was appropriate. However, all other arrangements fell within the Code. Therefore the company denied any breach of Clauses 2, 9.1, 15.2 or 19.1.

PANEL RULING

The Panel noted that it was not clear whether the complainant had attended the meeting at which the two patients had presented.

The Panel considered that the patient perspective might be a useful component of some pharmaceutical company meetings. If patients were to speak at a meeting however, the pharmaceutical company must ensure that all of the arrangements complied with the Code. In the Panel's view the patients would, in effect, be speaking on the company's behalf and in that regard they should be adequately briefed with regard to the requirements of the Code. Companies should not allow those they had engaged as speakers to informally invite others to speak.

The Panel noted Sanofi-Aventis' submission that the representative was told two days before the meeting that the consultant had thought of inviting some patients to the meeting. At that stage the representative should have either asked the consultant not to invite the patients or taken steps to prepare for their possible attendance and to ensure compliance with the Code in that regard. From Sanofi-Aventis' submission it did not appear that the representatives had done either. When the patient and his wife stayed for the meal the representatives assumed that the consultant had invited them to do so. This was unacceptable; it was beholden upon the representatives to remain in control of all of the meeting arrangements.

The Panel noted that the slides used by the consultant promoted Sanofi-Aventis' product Multaq (dronedarone).

Clause 22.1 prohibited the advertising of prescription only medicines to the public. The fact that patients attended a meeting where Sanofi-Aventis' medicine was being promoted meant that

Sanofi-Aventis had promoted a prescription only medicine to the public. Thus the Panel ruled a breach of Clause 22.1 as acknowledged by Sanofi-Aventis.

The Panel considered that in their organization of the meeting the representatives had not maintained a high standard of ethical conduct or complied with the Code. A breach of Clause 15.2 was ruled.

Sanofi-Aventis submitted a list of 40 health professional attendees. Sanofi-Aventis did not appear to have a record of the 2 patients and 1 spouse that attended the meeting. The Panel did not know how many health professionals had attended the meal. The Panel noted that the representatives had pre-ordered 40 set meals at a cost of £22.24 per head. Drinks had cost £185.70.

The Panel noted that as speakers and a carer at the meeting it was not unreasonable that the members of the public should be compensated in some way for giving up their own time to provide a service to the company. Any payment or recompense should adequately reflect the time and effort involved. The Panel noted that the meeting was a promotional meeting for health professionals and so any associated hospitality should not extend beyond those qualified to attend the meeting in their own right. In that regard, the members of the public did not qualify as proper delegates to the meeting.

It could be argued that as speakers the members of

the public were participants at the meeting as meant by the supplementary information to Clause 19.1, Meetings and hospitality. The Panel did not consider that it was necessarily unacceptable for a patient speaker to receive hospitality providing that the hospitality complied with the Code and there was no promotion of prescription only medicines. In that regard the Panel noted Sanofi-Aventis's submission that neither representative had any recollection of a product being discussed at the meal. The Panel also noted its ruling of a breach of Clause 22.1. The Panel considered that taking all the circumstances into account the provision of the meal to the patient and his carer in itself was not unacceptable. No breach of Clause 19.1 was ruled.

With regard to Clause 9.1 the Panel considered that the matter was covered by its ruling of a breach of Clause 15.2 and thus ruled no breach of Clause 9.1. The Panel was concerned that the representatives' unprofessional handling of the meeting might have given a poor impression of the industry, particularly to the patient and his wife who stayed for the meal. Nonetheless, the Panel did not consider that the circumstances warranted a ruling of a breach of Clause 2 which was a sign of particular censure and reserved for such use.

Complaint received **28 February 2011**

Case completed **28 April 2011**
