

ANONYMOUS v SANOFI

Arrangements for a meeting

An anonymous, non-contactable, health professional alleged that in mid December 2011 Sanofi and Novo Nordisk (see Case AUTH/2470/1/12) had paid for what was clearly a Christmas party for the clinicians, nurses and administrative staff of a local diabetes team.

The evening meeting, which was at a local restaurant, was organised between the clinical lead consultant and the representatives involved.

The complainant stated that the supposed agenda did not materialise, that there was a partition to supposedly separate representative stands and that a representative from another company arrived but then left.

The detailed response from Sanofi is given below.

The Panel was concerned about Sanofi's submission that there was no written correspondence between its representative and the meeting organiser and considered that companies sponsoring meetings organised by a third party had to satisfy themselves that all of the arrangements, including the agenda, venue and invitation, complied with the Code. It was difficult to understand why and how, in the absence of any written documentation, the company decided that it was an appropriate meeting to sponsor given that it was an evening meeting in a restaurant held during the week prior to Christmas.

The Panel noted that, according to the agenda the meeting began at 7pm, featured two short presentations and finished with a question and answer session at 7.50pm. The six slides presented by one consultant detailed his background, clinical interests and reasons for moving to the area. The Panel queried the educational content of the presentation and whether this was a suitable presentation for the industry to sponsor.

The Panel noted that the restaurant did not charge room hire. It was unclear whether the representative had taken any steps to ensure that the venue was acceptable. The Panel noted that whilst the floor plan sketch indicated a degree of separation between the public part of the restaurant and the meeting, the arrangements were not such as to constitute a private room and the Panel queried whether in that regard the arrangements were acceptable.

The total cost per head for the evening, to include drinks, was £32.81. Sanofi paid £503.15 but did not provide a credit card receipt.

Overall the Panel was very concerned about the impression given by the arrangements. It was extremely important that representatives controlled the arrangements for meetings which they

sponsored. There had been no more than 1 hour of education and overall the evening appeared to be primarily a Christmas social event; there was no documentary evidence that the meeting complied with the Code. A breach of the Code was ruled which was appealed by Sanofi. The Panel considered that the representative had failed to maintain high standards. A breach of the Code was ruled which was not appealed.

The Panel was extremely concerned that there was no written communication about the meeting arrangements given its date, time and the absence of a private room. Although the meeting was initiated and organised by a local clinician, it was beholden upon the company to check that all of the arrangements were consistent with the Code and in the Panel's view the company had not met its obligations in this regard. None of the meeting material before the Panel contained a declaration of the company's sponsorship. The Panel considered that, overall, the arrangements brought discredit upon and reduced confidence in the pharmaceutical industry. A breach of Clause 2 was ruled. This ruling was appealed by Sanofi.

The Appeal Board was concerned that Sanofi had not seen the agenda, invitation or meeting slides or checked the venue before agreeing to sponsor the meeting which had already been arranged by the organiser. The Appeal Board considered that in the absence of any written documentation it was difficult to see how the representative had decided that it was appropriate to sponsor the meeting.

The Appeal Board was disappointed to note that the representative's electronic record of the meeting had not been provided. This appeared to be the only written document which Sanofi had about the meeting arrangements. In the Appeal Board's view this should have shown the basis upon which Sanofi had agreed to support the meeting and would have provided helpful information in that regard. The Appeal Board was also concerned that Sanofi had not produced a credit card receipt showing the time that the restaurant bill was paid. The Appeal Board noted that although the meeting was jointly sponsored, Sanofi had paid more than Novo Nordisk and queried whether this meant that the Sanofi representative had stayed longer and paid for additional subsistence.

The Appeal Board considered that Sanofi had taken inadequate measures to ensure that the arrangements for the pre-organised meeting, which its representative had agreed to sponsor, complied with the Code. The Appeal Board upheld the Panel's ruling of a breach of the Code. The appeal on this point was unsuccessful.

The Appeal Board noted its concerns above, but in light of the educational content it decided that on balance the arrangements were not such as to bring discredit upon or reduce confidence in the pharmaceutical industry. The Appeal Board ruled no breach of Clause 2. The appeal on this point was successful.

An anonymous, non-contactable, health professional complained about a meeting sponsored by Sanofi and Novo Nordisk Limited (see Case AUTH/2470/1/12) in December 2011 which had taken place at a local restaurant.

COMPLAINT

The complainant was concerned at the blatant disregard by a pharmaceutical company to ethics when promoting medicines. The complainant alleged that in December 2011 Novo Nordisk and Sanofi had paid for what was clearly a Christmas party for the clinicians, nurses and administrative staff of a local diabetes team.

The meeting, which the complainant considered was a party, had been organised amicably between the clinical lead consultant and the representatives involved.

The complainant stated that there was a supposed agenda but this did not materialise, that there was a partition to supposedly separate representative stands and that a representative from another company arrived but then left. Diabetes therapy in the trust consisted predominantly of Novo Nordisk products.

When writing to Sanofi, the Authority asked it to consider the requirements of Clauses 2, 9.1, 15.2 and 19.1 of the 2011 Code as the meeting took place in 2011.

RESPONSE

Sanofi submitted that a consultant diabetologist had asked one of its field sales managers to support a meeting entitled 'Diabetes Bringing Teams Together'. The meeting was arranged in light of personnel changes within the trust and a review of diabetes services. It was due to run for an hour with two talks, both by diabetes consultants, entitled 'Diabetes in the [local area]' and 'Bringing Teams Together' followed by a question and answer session. The meeting ran for 1 hour 40 minutes. There were neither company personnel presentations nor a stand at the meeting.

The meeting was attended by one of Sanofi's sales team and twenty five delegates (including the meeting chair and the two presenters). The delegates comprised three consultant diabetologists, three podiatrists, two dieticians, nine nurses, three registrars, two GPs and three diabetes secretaries. Four other health professionals were invited but did not attend. The invitations were sent out by the consultant diabetologist who arranged the meeting.

The hospitality costs were split with Novo Nordisk. Sanofi paid £503.15 which was approximately half

the bill for food and drink at the meeting. The hospitality consisted of thirty pre-booked set meals (hence the difference between the number of delegates and number of meals) at £24.95 with the remainder for drinks.

Sanofi submitted that two letters it had received, from the meeting organiser and from one of the consultant speakers, made the educational content and nature of the meeting clear. The letters thanked Sanofi for its financial support to enable the meeting to happen. Sanofi stated that it was clear from the letters that this was a bona fide educational meeting and not a Christmas party as alleged.

Sanofi was confident that the meeting was carried out in accordance with the Code; there was no promotional content and it had a substantial educational component and therefore it was not inappropriate for it to be sponsored. The hospitality provided was at an appropriate level. Documents outlining the arrangements documented this accurately. Sanofi considered that high standards had been maintained throughout, and did not accept that any breach of Clauses 2, 9.1, 15.2 or 19.1 had occurred.

In response to the case preparation manager's request for further information, Sanofi submitted that the letters from the meeting organiser and one of the speakers had been received after it received the complaint when it contacted the two individuals concerned for their views of the meeting. There was no written correspondence between the representative and the meeting organiser and the representative had passed the ABPI Medical Representatives Examination.

In response to the Panel's request for further information, Sanofi explained that the information upon which the decision was made to sponsor the meeting was that given during the meeting between the meeting organiser and representative. It was considered that this meeting was appropriate to sponsor as the field team had worked with the department, along with several other companies, throughout the year as it reviewed its diabetes service and attempted to find a more integrated way of working with primary care; it had just appointed two new consultants from outside the area and the meeting, which was non-promotional, was about organisational change.

The meeting invitation (of which Sanofi did not have a copy) was sent by the meeting organiser and not by the representative. A copy of the agenda which was used on the night was provided.

The meeting took place in a part of the restaurant which was clearly separate from the public part of the restaurant and no members of the public entered the area in which the presentations were taking place. A sketch of the restaurant's floor plan was provided.

A copy of the presentation by one of the consultants was provided. Sanofi did not have a copy of the second presentation but noted that it had been obtained and provided by Novo Nordisk.

PANEL RULING

The Panel noted that the Code permitted companies to provide hospitality within certain parameters as set out in Clause 19.1 which stated that 'The level of subsistence offered must be appropriate and not out of proportion to the occasion. The costs involved must not exceed that level which the recipients would normally adopt when paying for themselves'. The Panel also noted the supplementary information to Clause 19.1, Meetings and Hospitality, which set out certain basic principles for any meeting: the meeting must have a clear educational content, the hospitality associated with the meeting must be secondary to the nature of the meeting and must be appropriate and not out of proportion to the occasion and that any hospitality provided must not extend to spouses and other persons unless that person qualified as a proper delegate or participant at the meeting in their own right. Administrative staff might be invited to meetings where appropriate. The venue must be appropriate and conducive to the main purpose of the meeting. Further, the Panel noted that the supplementary information also stated that 'The impression that is created by the arrangements for any meeting must always be kept in mind'. In addition, the Panel considered that as a principle representatives sharing the cost of a meeting would not make otherwise excessive costs acceptable under the Code.

The Panel was concerned about Sanofi's submission that there was no written correspondence between its representative and the meeting organiser. The Panel considered that companies sponsoring meetings organised by a third party had to satisfy themselves that all of the arrangements, including the agenda, venue and invitation, complied with the Code. It was difficult to understand why and how, in the absence of any written documentation, the company decided that it was an appropriate meeting to sponsor given that it was an evening meeting in a restaurant held during the week prior to Christmas.

The Panel noted that, according to the agenda the meeting began at 7pm and featured two short presentations; 'Diabetes Towards a Sweet Future' (20 minutes) and 'Diabetes in the [local area] – Why Here?' (15 minutes) and finished with a question and answer session at 7.50pm. The six slides presented detailed his background, clinical interests and reasons for moving to the area. The Panel queried the educational content of the presentation and whether this was a suitable presentation for the industry to sponsor.

The Panel noted that the meeting took place in a restaurant. No room hire was charged. It was unclear whether the representative had taken any steps to ensure that the venue was acceptable. The Panel noted that whilst the floor plan sketch indicated a degree of separation between the public part of the restaurant and the meeting, the arrangements were not such as to constitute a private room and the Panel queried whether in that regard the arrangements were acceptable.

The cost of the meal was £24.95 per head and including drinks the total cost of the evening was £953.15 (including the cost of four meals for non-attendees), of which Sanofi bore £503.15. The total cost per head for the evening was £32.81. Sanofi did not provide a credit card receipt.

Overall the Panel was very concerned about the impression given by the arrangements. It was extremely important that representatives controlled the arrangements for meetings which they sponsored. There had been no more than 1 hour of education and the overall arrangements implied that the evening was primarily a Christmas social event. The company had sponsored an evening event which was held in a restaurant 10 days before Christmas with no documentary evidence that it complied with the Code. A breach of Clause 19.1 was ruled. This ruling was appealed by Sanofi. The Panel considered that the representative had failed to maintain high standards. A breach of Clause 15.2 was ruled. The Panel considered that the alleged breach of Clause 9.1 was covered by its ruling of a breach of Clause 15.2.

The Panel was extremely concerned that there was no written communication about the meeting arrangements given its date, time and the absence of a private room. Irrespective of the fact that it was initiated and organised by a local clinician, it was beholden upon the company to check that all of the arrangements were consistent with the Code and in the view of the Panel the company had not met its obligations in this regard. None of the meeting material before the Panel contained a declaration of the company's sponsorship as required by Clause 19. The Panel considered that, overall, the arrangements brought discredit upon and reduced confidence in the pharmaceutical industry. A breach of Clause 2 was ruled. This ruling was appealed by Sanofi.

APPEAL BY SANOFI

Sanofi noted that the complainant stated that the meeting was 'a Christmas party', but provided no description of the event beyond this, nor any substantive comment as to why the content was not educational. Although the complainant also referred to a '... blatant disregard ... to ethics when promoting medicines', Sanofi submitted that the evidence showed that the meeting was entirely educational with no promotion occurring (either through direct presentation or through the presence of promotional stands/materials).

Sanofi noted that the supplementary information to Clause 19.1 stated that 'the meeting must have a clear educational content'. Sanofi submitted that it was not true to state that the meeting did not have educational content. The agenda for the meeting gave a clear indication that the topic for consideration was effective team working and local service provision, and this was an essential consideration if healthcare was to be delivered effectively. It was clear from one of the consultant's slides that there was content around service provision in the region and this constituted suitable content for a company-sponsored educational meeting.

Sanofi submitted that the presentations and discussions lasted for 1 hour 20 minutes which was a reasonable amount of time to then provide some hospitality. The hospitality provided was reasonable and in line with what the attendees might expect to pay for themselves. Although the meeting was held in December this was a normal working period for the health service and Sanofi considered the date of the meeting irrelevant in this case given that there was clear educational content.

In summary, Sanofi submitted that the meeting had educational content and therefore in light of the reasonable hospitality provided it did not constitute a breach of Clause 19.1.

Sanofi did not accept that the meeting breached Clause 19.1 and as such did not accept that the arrangements for the meeting brought the industry into disrepute.

APPEAL BOARD RULING

The Appeal Board was concerned that Sanofi had not seen the agenda, invitation or meeting slides or checked the venue before agreeing to sponsor the meeting which had already been arranged by the organiser. The Appeal Board considered that in the absence of any written documentation it was difficult to see how the representative had decided that it was appropriate to sponsor the meeting.

The Appeal Board was disappointed to note that a copy of the representative's entry into the company's customer relations management (CRM) system had

not been provided. This appeared to be the only written document which Sanofi had about the meeting arrangements. In the Appeal Board's view this entry should have shown the basis upon which Sanofi had agreed to support the meeting and would have provided helpful information to the Appeal Board in that regard. The Appeal Board was also concerned to note that Sanofi had not produced a credit card receipt showing the time that the restaurant bill was paid. The Appeal Board noted that although the meeting was jointly sponsored, Sanofi had paid more than Novo Nordisk and queried whether this meant that the Sanofi representative had stayed longer and paid for additional subsistence.

The Appeal Board considered that Sanofi had taken inadequate measures to ensure that the arrangements for the pre-organised meeting, which its representative had agreed to sponsor, complied with the Code. The Appeal Board upheld the Panel's ruling of a breach of Clause 19.1 of the Code. The appeal on this point was unsuccessful.

The Appeal Board noted its concerns above, but in light of the educational content it decided that on balance the arrangements were not such as to bring discredit upon or reduce confidence in the pharmaceutical industry. The Appeal Board ruled no breach of Clause 2. The appeal on this point was successful.

Complaint received

3 January 2012

Case completed

14 May 2012