

# ANONYMOUS v ROCHE

## Alleged inducement to continue with project

An anonymous, non-contactable complainant alleged that Roche had brought pressure to bear on a named hospital employee to continue with a project in rheumatoid arthritis. The complainant alleged that drinks and money were provided which was not right.

The detailed response from Roche is given below.

The Panel noted that, 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, judged on the evidence provided by the parties. The complainant had submitted no material to support his/her position and the Panel was unable to obtain more information or comment upon Roche's response. The Panel noted the difficulty of dealing with complaints based on one party's word against the other.

The Panel had to make a ruling on the evidence before it. The complainant had not provided any evidence to substantiate his/her allegation. Roche's investigation of the matter did not reveal any evidence to show that the company had provided any inducements in the form of inappropriate payments or hospitality. On the contrary, the company had contacted the named hospital employee who had confirmed that no pressure had been exerted and no inducements offered. The Panel thus ruled no breach of the Code including no breach of Clause 2.

An anonymous, non-contactable complainant, who appeared to work within a named hospital group, complained about the activities therein of Roche Products Limited.

### COMPLAINT

The complainant alleged that Roche had breached Clause 2 in the work it had done in the hospitals. The hospital group had declined to participate in the company's project about rheumatoid arthritis and remission data analysis with a named hospital employee. Roche had exerted pressure on that employee to continue. The complainant also alleged that drinks and money were provided by Roche and this was not right. The complainant stated that a named Roche employee was responsible.

When writing to Roche, the Authority asked it to respond in relation to Clauses 9.1, 18.1 and 19.1 in addition to Clause 2 as cited by the complainant.

### RESPONSE

Roche submitted that it currently had no projects running with the named hospital employee. That employee was a pharmacist who also had a business

outside his hospital employment and it was with this company that Roche worked between July and September 2012 to develop a model to assess the cost of remission/low disease activity vs non-remission/high disease activity in rheumatoid arthritis (a copy of the brief was provided). The project was led by a temporary contract employee who left Roche at the end of September. Whilst progressing this, as a supplier to Roche, the pharmacist questioned Roche's policy that all contracts with health professionals, and ultimately all payments, were with and by Roche directly; this was to ensure the company's ability to report all payments, made by Roche and third parties working on its behalf. Roche advised the pharmacist that its process must be followed. The pharmacist explained this to the health professionals, who in turn understood that this work was for and on behalf of a pharmaceutical company and chose not to participate. As a result, the project was not progressed. To the best of its knowledge Roche had not carried out any other projects with the pharmacist or his company.

Roche explained that the employee named by the complainant worked in Roche's marketing department and the only interaction he/she had had with the pharmacist was a teleconference on 19 September. Roche's contract employee led the discussion. The named Roche employee's only contribution to the meeting was at the end to stress to the pharmacist that he/she would be his point of contact after the contract employee left Roche. The named employee had had no further discussion or contact with the pharmacist and strenuously denied that he/she had met the pharmacist, had exerted pressure on him or had offered drinks or money to be involved in a project.

Roche stated that a search of Zinc showed no agreements in place between it and the pharmacist or his company and a search of the meetings and hospitality approval system showed no meetings or hospitality associated with the pharmacist or his company. Similarly the sponsorship request system showed no sponsorships being approved or paid to the pharmacist or his company and none of the named employee's expenses related to the pharmacist or his company and in relation to the contract employee whose expenses were paid via a third party, no such expenses were evident.

Roche had contacted the pharmacist who confirmed that Roche had been professional in its dealings with him and his company in terms of discussions and he had never been put under any pressure, in fact he would argue the opposite. Discussions had been through his company and no inducements had been offered. Financial agreements were based on

consultancy through his company not as an individual or as a member of the NHS and other inducements, such as drinks had never been offered or accepted. His only dealing with the Roche employee was via a teleconference to which he/she was just one of the parties.

In conclusion Roche submitted that there was no evidence to support the anonymous allegations and it denied any breach of Clauses 2, 9.1, 18.1 or 19.1.

#### **PANEL RULING**

The Panel noted that the complainant was anonymous and non-contactable and that, 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, judged on the evidence provided by the parties. The complainant had submitted no material to support his/her position and the Panel was unable to contact him/her to ask for more information or for

comment upon Roche's response. The Panel noted the difficulty of dealing with complaints based on one party's word against the other.

The Panel had to make a ruling on the evidence before it. The complainant had not provided any evidence to substantiate his/her allegation. Roche's investigation of the matter did not reveal any evidence to show that the company had provided any inducements in the form of inappropriate payments or hospitality. On the contrary, the company had contacted the pharmacist who had confirmed that no pressure had been exerted and no inducements offered. The Panel thus ruled no breaches of Clauses 18.1 and 19.1. The Panel consequently ruled no breach of Clauses 9.1 and 2.

**Complaint received**                      **12 October 2012**

**Case completed**                              **5 December 2012**