

# PHARMACIST v ALMIRALL

## Invitation to a meeting

A clinical pharmacist complained about a meeting invitation from Almirall.

The first page of the four page invitation was headed 'Eklira Genuair' followed by the non-proprietary name (aclidinium bromide inhalation powder). Beneath that was stated 'COPD [chronic obstructive pulmonary disease] Management Guidelines'. Page 2 gave a brief overview of the meeting, one of the speakers and the company. The prescribing information was on the final page.

The complainant noted that the invitation prominently displayed the name of the medicine and the prescribing information yet the meeting appeared to be educational and covered COPD management guidelines. The complainant understood that promotional and educational activities must be separate and alleged that placing the name of the medicine on the invitation to an educational meeting clouded this boundary. The complainant also noted that educational goods and services must not bear the name of a medicine and wondered whether this would include the invitation.

The detailed response from Almirall is given below.

The Panel considered that it was clear that the invitation and meeting were promotional. The product name and company logo featured prominently on the front page of the invitation. The meeting was initiated and funded by Almirall and the invitation was signed by a medical representative.

The Panel noted that the meeting would, *inter alia*, look at existing guidelines for the management of COPD. The presentations included a discussion of the relevant guidelines, diagnosis and assessment of COPD and various inhaled therapy treatment options. A section entitled 'The emerging COPD environment' featured slides on Almirall's product. Oral therapies were also reviewed. The management of exacerbations and early intervention and commissioning to improve outcomes in COPD were also discussed. The Panel noted that whilst delegates would find certain aspects of the meeting informative and helpful it nonetheless satisfied the broad definition of promotion.

The Panel did not consider that the promotional nature of the invitation had been disguised. Its promotional nature was clear from the outset. No breach of the Code was ruled.

The Panel noted that medical and educational goods and services were non promotional material and activities which enhanced patient care and benefited the NHS. These requirements did not apply to promotional material such as the invitation in

question. No breach of the Code was ruled.

A clinical pharmacist complained about a meeting invitation from Almirall which he had received via a colleague.

The first page of the four page invitation was headed 'Eklira Genuair' followed by the non-proprietary name (aclidinium bromide inhalation powder). Beneath that was stated 'COPD [chronic obstructive pulmonary disease] Management Guidelines'. Page 2 gave a very brief overview of the meeting, one of the speakers and the company and page 3 detailed the agenda, date, time and venue. The prescribing information for Eklira Genuair was on page 4.

Eklira Genuair was indicated as maintenance broncodilator treatment to relieve symptoms in adult patients with COPD.

### COMPLAINT

The complainant noted that the invitation prominently displayed the name of the medicine and the prescribing information yet the meeting appeared to be educational and covered COPD management guidelines.

The complainant stated that he understood that promotional and educational activities must be separate and that placing the name of the medicine on the invitation to an educational meeting clouded this boundary.

The complainant was advised that his complaint was being considered in relation to Clause 12.1. In response the complainant agreed that Clause 12 was worthy of scrutiny but in addition referred to Clause 18.4 that educational goods and services must not bear the name of a medicine and wondered whether this would include the invitation.

When writing to Almirall, the Authority requested that it consider the requirements of Clauses 12.1 and 18.4.

### RESPONSE

Almirall submitted that it had recently launched a new respiratory product, Eklira Genuair. On the invitations for regional launch meetings, in order to ensure that attendees were clear that they were company-sponsored meetings, Almirall had included the product name and prescribing information as well as a sponsorship statement. Almirall considered that this left no ambiguity for the recipient that this was a company-sponsored meeting that had been organised by the sales team and would include discussion of the product it was promoting.

When the invitation was sent out, although the topics for the meeting were confirmed, the slides from the presenters with the exact content were not available for review. Almirall stated that in view of this, it was careful to specify in the invitation that new treatment options would be discussed. Almirall stated that it included the product branding to avoid any doubt that this would include its own newly launched product which belonged to a class recommended in COPD guidelines. Almirall thus disagreed that the meeting invitation or agenda could be seen as disguised promotion, and considered that if anything it had erred on the side of caution by making it explicitly clear that the meeting would be promotional by prominently including the product name and prescribing information.

Almirall noted that the supplementary information to Clause 19.1 stated that all meetings must have a clear educational content, which it had ensured applied to these meetings. Almirall did not know of any requirements in the Code which stated that educational material could not be promotional, or vice versa.

Almirall queried whether the complainant might have thought that the requirement of Clause 18.4 that medical and educational goods and services must not bear the name of any medicine, applied to company-sponsored meetings which also had an educational content. However, Almirall stated that this meeting was not a medical and educational service, it was a company-sponsored, promotional, launch meeting, and so was subject to the requirements of Clause 19.

#### **PANEL RULING**

The Panel noted that Clause 1.2 of the Code defined promotion as any activity undertaken by a pharmaceutical company or with its authority which promoted the administration, consumption, prescription, purchase, recommendation, sale, supply or use of its medicines. The Panel further noted the supplementary information to Clause 19.1 Meetings and Hospitality stated that with any meeting there must be a clear educational purpose. The supplementary information also listed examples of meetings which pharmaceutical companies could appropriately hold or sponsor including launch meetings for new products. Launch meetings

would be promotional and therefore trigger certain requirements in the Code including the requirement to include prescribing information.

The Panel considered that it was clear that the invitation and meeting were promotional. The product name and company logo featured prominently on the front page of the invitation. The brief synopsis of the meeting made it clear that it would look at new treatment options. The meeting was described as initiated and funded by Almirall and the invitation was signed by a medical representative. Prescribing information appeared on the back outside cover.

The Panel noted that the meeting would, *inter alia*, look at existing guidelines for the management of COPD. The presentations included a detailed discussion of the relevant guidelines, diagnosis and assessment of COPD followed by an in depth discussion of various inhaled therapy treatment options. A section entitled 'The emerging COPD environment' featured 32 slides on Almirall's product and inhaler Eklira Genuair and 10 slides on a long-acting muscarinic antagonist. Oral therapies were also reviewed. Other matters such as management of exacerbations and early intervention and commissioning to improve outcomes in COPD were also discussed. The Panel noted that whilst delegates would find certain aspects of the meeting informative and helpful it nonetheless satisfied the broad definition of promotion set out in Clause 1.2.

The Panel did not consider that the promotional nature of the invitation had been disguised. Its promotional nature was clear from the outset. No breach of Clause 12.1 was ruled.

The Panel noted that medical and educational goods and services described in Clause 18.4 were non promotional material and activities which enhanced patient care and benefited the NHS. The requirements of Clause 18.4 did not apply to promotional material such as the invitation in question. No breach of Clause 18.4 was ruled.

**Complaint received**            **7 March 2013**

**Case completed**                **16 April 2013**