

# ANONYMOUS v NOVO NORDISK

## Arrangements for a meeting

An anonymous, non-contactable, health professional alleged that in mid December 2011 Novo Nordisk and Sanofi (see Case AUTH/2471/1/12) had paid for what was clearly a Christmas party for the clinicians, nurses and administrative staff of the 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 Novo Nordisk is given below.

The Panel noted that Novo Nordisk described the event as an evening hospital departmental meeting to launch the inpatient diabetes service and discuss plans for the future of the local diabetes service.

The Panel noted Novo Nordisk's submission that the representative agreed to sponsor the meeting organised by the clinical lead for diabetes subject to the venue being appropriate and seeing the agenda. The representative had not influenced the agenda or selection of speakers. Nonetheless the Panel considered that companies sponsoring meetings organised by a third party had to satisfy themselves that all of the arrangements, including the venue and invitation, complied with the Code.

The Panel was very concerned that three emails between the representative and meeting organiser, dated 15 and 16 November, were the sole written correspondence about the event. The first email was an invitation from the meeting organiser to departmental staff and bore the subject title 'FW: Christmas at [named restaurant] 15th of December'. The first paragraph referred to previous correspondence and positive responses and confirmed the date of the 'Xmas meal' at the restaurant. The event was described as an opportunity to catch up and 'develop trust, hope and most importantly happiness across our units'. There was a brief outline of the proposed agenda and then the penultimate paragraph read 'The meal: 07.30 [sic] – late'. The invitation appeared to have then been forwarded in a second email, sent six minutes later and also with the subject title 'FW: Christmas at [named restaurant] 15th of December', from the meeting organiser to the representative which listed four meeting topics and asked the representative if she would like five minutes. It was unclear whether the representative saw the final agenda which differed from that described in the email prior to the

event. In the third email the representative stated that the agenda looked good and reminded the organiser that there needed to be a private meeting room and 1½ hours of presentation and discussion to comply with the Code. The representative explained that she could pay for wine, beer and soft drinks in moderation but that spirits would have to be paid for individually.

The Panel noted that whilst it had not seen all of the correspondence between the meeting organiser and his colleagues it considered that the email invitation dated 15 November implied that the meeting was primarily a social event. It was described as a Xmas meal which finished late in the evening. This would certainly be the impression given to invitees. This was compounded by the fact that it was an evening event in a restaurant ten days before Christmas. In the Panel's view it was difficult to understand why the company decided that it was an appropriate meeting to sponsor given the unacceptable wording of the invitation.

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 of the consultants 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. According to Novo Nordisk, due to a late start at 7.20pm, the session finished at 8.40pm and discussions continued over dinner.

The Panel noted that the restaurant did not charge room hire. The representative had visited the restaurant prior to the event to satisfy herself that the arrangements were acceptable. The Panel noted that whilst Novo Nordisk's description of the layout and 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 and noted that according to Novo Nordisk, a representative from a third company had departed shortly after arrival due to concerns that the meeting room did not have a door. A similar comment was made by the complainant.

The total cost per head for the evening, to include drinks, was £32.81. Novo Nordisk paid £450 and the credit card receipt showed that the bill was paid at 10.42pm.

Overall the Panel was very concerned about the impression given by the arrangements. Although

the email invitation to the meeting had been sent by the meeting organiser, it was extremely important that representatives controlled the arrangements for meetings which they sponsored. Although the representative had referred to the need for 90 minutes of presentation and discussion there had been no more than 1 hour of education. The invitation and the overall arrangements implied that the evening was primarily a Christmas social event and it would have been on this basis that the delegates had agreed to attend. A breach of the Code was ruled which was appealed by Novo Nordisk. The Panel considered that both the representative and company had failed to maintain high standards. A breach of the Code was ruled which was not appealed.

The Panel noted that a primarily social event at Christmas had been sponsored by, *inter alia*, Novo Nordisk. 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 view of the Panel the company had not met its obligations in this regard. The email invitation and subsequent email to the representative should have triggered a review of the arrangements. None of the meeting materials before the Panel contained a declaration of the company's sponsorship as required by the Code. 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 Novo Nordisk.

The Appeal Board noted that the representative had agreed to sponsor the meeting after the organiser had already emailed potential attendees describing the event as 'Christmas at [named restaurant]' and the 'Xmas meal'. The impression given by the email was that the educational part of the event had been added on to the main purpose which was the departmental Christmas meal. The representative was sent a copy of that email. Although her reply, dated 16 November, reminded the organiser about the need for a private room and 1½ hours of education she did not try to correct the impression that the main reason for the meeting was the departmental Christmas meal. The meeting was held on 15 December and in the Appeal Board's view the representative had time and should have done more to ensure that the arrangements for the meeting, and the impression of those arrangements, complied with the Code. There was no written agreement between the representative and the meeting organiser, only a brief exchange of emails. The representative had checked the venue.

The Appeal Board noted from the company's representatives at the appeal that as the representative at issue was experienced, it was her responsibility to ensure that all of the arrangements for the meeting complied with the Code. To that end representatives were trained on the Code and the company's standard operating procedure (SOP) on meetings and hospitality. The Appeal Board was concerned that although Novo Nordisk had accepted the ruling of a breach of the Code the company's

representatives at the appeal were confident that its representative knew the requirements of the SOP.

The Appeal Board considered that Novo Nordisk 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 noted that the supplementary information to the Code stated that the impression created by the arrangements for any meeting must be kept in mind. 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. No breach of Clause 2 was ruled. The appeal on this point was successful.

An anonymous, non-contactable, health professional complained about a meeting sponsored by Novo Nordisk Limited and Sanofi (see Case AUTH/2471/1/12) 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 the 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 Novo Nordisk, 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

Novo Nordisk explained that the event in question was an evening hospital departmental meeting held in mid December 2011. The meeting was organised by the clinical lead for diabetes in the local foundation trust.

Novo Nordisk submitted that the clinical lead for diabetes approached it, Sanofi and Boehringer Ingelheim to co-sponsor the meeting. Novo Nordisk stated that its representative, who had passed the ABPI Medical Representatives Examination, agreed to sponsor the meeting subject to the venue being

appropriate as well as seeing the meeting agenda. The sponsorship involved Novo Nordisk part sponsoring the meal which followed the presentations made by two local consultants. Novo Nordisk's representative had no influence over the agenda or the selection of speakers.

A copy of an email dated 15 November between the meeting organiser and Novo Nordisk's representative regarding the meeting arrangements was provided. Novo Nordisk stated that while the organiser referred to 'Christmas at [named restaurant]' in the subject box, it was clear from the correspondence that Novo Nordisk's representative referred to the agenda and reminded the organiser of the need for a private room, agenda timings and the confines of hospitality to be provided.

The organiser selected the venue, and told Novo Nordisk's representative that the meeting would be held in a private room. On the evening of the meeting, a Boehringer Ingelheim representative arrived, but left shortly afterwards concerned that the meeting room did not have a door. Novo Nordisk's representative had initially been similarly concerned when she had seen the venue some weeks earlier. While the meeting was non-promotional Novo Nordisk's representative was still keen to ensure that the meeting area was suitably private. The representative's concerns were eradicated when the restaurant manager assured her that no members of the public would be in the restaurant during the meeting and furthermore, any public seating was such a distance away from the meeting room that nothing could be heard or seen.

The meeting was held to launch the inpatient diabetes service and the plans going forward for the trust's diabetes service.

A copy of the meeting agenda was provided. Novo Nordisk submitted that the agenda clearly showed an educational content with two medical consultants speaking. Due to the IT difficulties the meeting started at 7.20pm, later than planned, following the organiser's welcome and introduction. The sessions completed at 8.40pm and discussions continued over dinner.

A list of the delegates was provided including details of those who were invited but did not attend.

The total cost of the food and drinks was £953.15 and was split between Novo Nordisk (£450) and Sanofi (£503.15). The meal choices of each delegate were provided in advance to the restaurant. Thirty delegates provided meal choices but only twenty six attended and so four extra meals were paid for despite no attendance. Taking this into account, the cost per head was £32.80. A copy of the itemised bill was provided.

There were no promotional exhibition stands at the meeting, and no partitions. As a result Novo Nordisk was unclear as to the complainant's statement: 'There was a partition to supposedly separate representative stands'.

Novo Nordisk submitted letters of support from the meeting organiser, clinical lead for diabetes, and one of the consultant speakers regarding the meeting arrangements. Based on the evidence provided, Novo Nordisk concluded that this was a genuine educational meeting with a clear agenda, for which Novo Nordisk sponsored the hospitality. The sponsorship provided was arranged in accordance with Clause 19 of the Code and Novo Nordisk's own meetings and hospitality standard operating procedure. Novo Nordisk denied any breach of Clauses 15.2, 19.1, 9.1 or 2 of the Code.

In response to the case preparation manager's request for further information, Novo Nordisk submitted that the letters from the meeting organiser and one of the speakers had been received after the company had contacted each of them.

In response to the Panel's request for further information Novo Nordisk explained that the meeting was held in a separate part of the restaurant which was accessed through an archway and a small vestibule. The representative was confident that the meeting was totally private and could not be seen or heard from other areas, even though it did not have a door. A sketch of the floor plan of the restaurant was provided.

Novo Nordisk had no further written correspondence between the meeting organiser and its representative other than the email of 15 November. All other communication regarding the meeting arrangements was verbal, either by telephone or during face-to-face meetings.

Novo Nordisk explained that one of the delegates was a GP with a special interest in diabetes. She was invited to the meeting by the clinical lead for diabetes.

Copies of the slides were provided.

## **PANEL RULING**

The Panel noted that Novo Nordisk described the event as an evening hospital departmental meeting to launch the inpatient diabetes service and discuss plans for the future of the local diabetes service.

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 noted Novo Nordisk's submission that the representative agreed to sponsor the meeting organised by the clinical lead for diabetes subject to the venue being appropriate and seeing the agenda. The representative had not influenced the agenda or selection of speakers. Nonetheless the Panel considered that companies sponsoring meetings organised by a third party had to satisfy themselves that all of the arrangements, including the venue and invitation, complied with the Code.

The Panel was very concerned that three emails between the representative and meeting organiser, dated 15 and 16 November, were the sole written correspondence about the event. The first email was an invitation from the meeting organiser, the clinical lead for diabetes, to departmental staff and bore the subject title 'FW: Christmas at [named restaurant] 15th of December'. The first paragraph referred to previous correspondence and positive responses and confirmed the date of the 'Xmas meal' at the restaurant. The event was described as an opportunity to catch up and 'develop trust, hope and most importantly happiness across our units'. Between 6.30pm and 7.30pm there would be a discussion on diabetes and associated matters for about an hour prior to the meeting delivered by new consultants. The penultimate paragraph read 'The meal: 07.30 [sic] – late'. The invitation appeared to have then been forwarded in a second email, sent six minutes later and also with the subject title 'FW: Christmas at [named restaurant] 15th of December', from the meeting organiser to the representative which listed four meeting topics and asked the representative if she would like five minutes. It was unclear whether the representative saw the final agenda which differed from that described in the email prior to the event. In the third email the representative stated that the agenda looked good and reminded the organiser that there needed to be a private meeting room and 90 minutes of presentation and discussion to comply with the Code. The penultimate paragraph explained that the representative was allowed to pay for wine, beer and soft drinks in moderation but that spirits would have to be paid for individually.

The Panel noted that whilst it had not seen all of the correspondence between the meeting organiser and his colleagues it considered that the email invitation dated 15 November implied that the meeting was primarily a social event. It was described as a Xmas meal which finished late in the evening. This would certainly be the impression given to invitees. This was compounded by the fact that it was an evening

event in a restaurant ten days before Christmas. In the Panel's view it was difficult to understand why the company decided that it was an appropriate meeting to sponsor given the unacceptable wording of the invitation.

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 by one of the consultants 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. According to Novo Nordisk, due to a late start at 7.20pm, the session finished at 8.40pm and discussions continued over dinner.

The Panel noted that the meeting took place in a restaurant. No room hire was charged. The representative had visited the restaurant prior to the event to satisfy herself that the arrangements were acceptable. The Panel noted that whilst Novo Nordisk's description of the layout and 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 and noted that according to Novo Nordisk, a representative from a third company had departed shortly after arrival due to concerns that the meeting room did not have a door. A similar comment was made by the complainant.

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 Novo Nordisk bore £450. The total cost per head for the evening was £32.81. The credit card receipt showed that the bill was paid at 10.42pm.

Overall the Panel was very concerned about the impression given by the arrangements. Although the email invitation to the meeting had been sent by the meeting organiser, it was extremely important that representatives controlled the arrangements for meetings which they sponsored. Although the representative had referred to the need for 90 minutes of presentation and discussion there had been no more than 1 hour of education. The invitation and the overall arrangements implied that the evening was primarily a Christmas social event and it would have been on this basis that the delegates had agreed to attend. A breach of Clause 19.1 was ruled. This ruling was appealed by Novo Nordisk. The Panel considered that both the representative and company 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 noted that a primarily social event at Christmas had been sponsored by, *inter alia*, Novo Nordisk. 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. The email invitation dated 15 November and the subsequent email to the representative should, at the very least, have triggered a fundamental review of the arrangements. None of the meeting materials 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 Novo Nordisk.

### APPEAL BY NOVO NORDISK

Novo Nordisk submitted that the meeting which was not arranged to be a social event, was organised to provide the local NHS foundation trust with a clear objective to discuss the inpatient service and future plans for the trust's diabetes service. The two educational presentations together lasted approximately 1 hour 20 minutes and provided the delegates with a better understanding of the diabetes services within the local trust and a greater awareness of the opportunities available to improve the service further.

Novo Nordisk submitted that one speaker gave an insight in to how he intended to integrate into the department and improve the diabetes services currently offered. Whilst the number of slides presented was limited, the speaker provided information on the delivery of foot care in diabetic patients as well as managing diabetes during pregnancy. He also highlighted how he could transfer his skills learnt at another hospital to the trust. Substantial discussion around these two points took place. The other consultant's presentation contained significant content regarding the use of analogue insulins along with a discussion on the cost of treating diabetes and ways to make it more cost effective.

Novo Nordisk noted that both the meeting organiser, the clinical lead for diabetes, and one of the consultant speakers provided supporting letters after the meeting, commenting on how well both presentations had been received.

Novo Nordisk therefore appealed the ruling of a breach of Clause 19.1 as the educational content of the meeting was significant and the hospitality provided was secondary to the purpose of the meeting. Furthermore, the subsistence supplied on the evening was appropriate and not out of proportion to the occasion. Novo Nordisk denied that the arrangements for the meeting brought discredit upon and reduced confidence in the industry, and therefore it also appealed the ruling of a breach of Clause 2.

### APPEAL BOARD RULING

The Appeal Board noted that the representative had agreed to sponsor the meeting after the organiser had already emailed potential attendees describing the event as 'Christmas at [named restaurant] 'and the 'Xmas meal'. The impression given by the email was that the educational part of the event had been added on to the main purpose which was the departmental Christmas meal. The representative was sent a copy of that email. Although her reply, dated 16 November, reminded the organiser about the need for a private room and 1½ hours of education she did not try to correct the impression that the main reason for the meeting was the departmental Christmas meal. The meeting was held on 15 December and in the Appeal Board's view the representative had time and should have done more to ensure that the arrangements for the meeting, and the impression of those arrangements, complied with the Code. There was no written agreement between the representative and the meeting organiser, only a brief exchange of emails. The representative had checked the venue.

The Appeal Board noted from the company's representatives at the appeal that as the representative at issue was experienced, the company's burden of ensuring that all the arrangements for the meeting complied with the Code was the representative's responsibility. To that end representatives were trained on the Code and the company's standard operating procedure (SOP) on meetings and hospitality. The Appeal Board was concerned that although Novo Nordisk had accepted the ruling of a breach of Clause 15.2 the company's representatives at the appeal were confident that its representative knew the requirements of the SOP.

The Appeal Board considered that Novo Nordisk 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 noted that the supplementary information to Clause 19.1 of the Code stated that the impression created by the arrangements for any meeting must be kept in mind. The Appeal Board upheld the Panel's ruling of a breach of Clause 19.1. 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. No breach of Clause 2 was ruled. The appeal on this point was successful.

**Complaint received** 3 January 2012

**Case completed** 15 May 2012