

# HOSPITAL CONSULTANT v ABBOTT LABORATORIES

## Provision of conference bags

A non-contactable consultant rheumatologist, complained about the provision of a conference bag with Abbott's name on it at the European League Against Rheumatism (EULAR) meeting in London, held between 25-28 May 2011. The complainant was puzzled by the provision of the bag given the requirements of the 2011 Code and that the grace period for complying with the new requirements had passed.

The detailed response from Abbott is given below.

The Panel noted that the Code requirements relating to promotional aids had recently changed. Under the 2008 Code, promotional aids were permitted, whether related to a particular product or of general utility, to be distributed to members of the health professions and to appropriate administrative staff, provided that the promotional aids were inexpensive and relevant to the practice of the recipient's profession or employment. The 2011 Code defined a promotional aid as a 'non-monetary gift made for a promotional purpose' and prohibited the provision of promotional aids to health professionals and appropriate administrative staff, with the exception of inexpensive notebooks, pens and pencils for use when attending scientific meetings and conferences, promotional meetings and other such meetings.

The Panel noted that the sponsorship of the conference bags was by the Abbott international team based in France, rather than Abbott UK, and that this sponsorship was not notified to Abbott UK. It was an established principle under the Code that UK companies were responsible for the acts and omissions of their overseas affiliates that came within the scope of the Code. The EULAR meeting was held in the UK and thus covered by the UK Code.

The Panel noted that the Abbott international team notified the EULAR organisers about its choice of sponsorship package on 15 September 2010. The Panel noted that the 2011 Code became effective on 1 January 2011, with a transition period until 30 April 2011 to comply with newly introduced provisions. The Panel noted that the EULAR meeting in question took place on 25-28 May 2011, after the end of this transition period. The provision of a conference bag as a promotional aid at the time of the EULAR meeting was no longer acceptable. A breach of the Code was ruled.

A non-contactable consultant rheumatologist, complained about the provision of a conference bag with Abbott's name on it at the European League

Against Rheumatism (EULAR) meeting in London, held between 25-28 May 2011.

The front flap of the bag had the EULAR meeting logo and dates on the right hand side and 'Abbott' on the left hand side, with 'A Promise for Life' immediately below the company's name.

## COMPLAINT

The complainant stated that, given the requirements of the 2011 Code and that the grace period for complying with the new requirements had passed, he was puzzled by the provision of a conference bag with Abbott's name on it. When this was raised with a company official the complainant was told that international conferences were exempt from the Code. This did not make sense to the complainant and when he asked another official from Abbott he was informed that since the bags were bought before the deadline period of 1 May 2011, they were not covered by the 2011 Code. The complainant considered that if that was so, he would continue to see representatives distributing gifts even after 10 years because all would use the excuse that the gifts were either booked or purchased before the cut-off period. The complainant stated that receiving two different answers from two different officials raised his suspicions and so he asked a third person – this time a senior official of Abbott, who to the complainant's amazement provided a third story! According to that person, when Abbott paid organisers its sponsorship money, it was not sure of its intended use and were very concerned that the organisers had decided to spend it towards bags!! Three different versions within three days! The complainant provided a copy of the official booklet produced by the EULAR organisers which listed various advertising options. Conference bags were listed as promotional materials at €55,000 plus VAT. The complainant was unhappy and now realised that the senior official of Abbott was not speaking the truth about Abbott not knowing the intended use of its sponsorship money. Apparently, it knew when it booked these promotional bags that its money would be used towards conference bags and also knew that the meeting would be held after the end of the grace period given in the Code.

When writing to Abbott Laboratories Limited, the Authority asked it to respond in relation to Clause 18.1 of the Code.

## RESPONSE

Abbott submitted that as the annual EULAR congress was an international meeting, the

planning and execution of the company's activities was led by its international colleagues. In doing so, the international colleagues in France were aware that, as well as the EFPIA Code and the regulations set out by the congress organisers, the regulations of the host country must be adhered to.

As EULAR 2011 was hosted in London, members of the Abbott UK medical department liaised closely with international Abbott colleagues in order to communicate the relevant requirements of the Code and to certify activities and materials. Nearly 60 such items were certified in the UK.

As part of Abbott's activities at EULAR 2011, the international Abbott team decided to become a corporate sponsor of the congress. Integral to that sponsorship was the opportunity to link the company's corporate logo to a particular item or service that all delegates would receive as part of their registration package. Abbott elected to include the Abbott logo on the official EULAR 2011 congress bag. The Abbott international team confirmed this decision in an email sent to the EULAR 2011 conference organisers on 15 September 2010. This activity was seen by Abbott international as corporate sponsorship. Unfortunately, the international team did not appreciate that corporate sponsorship activities fell within the scope of the Code and therefore this sponsorship arrangement was not notified to Abbott UK. Given this, Abbott UK could not review this activity in relation to compliance with the Code and as such did not certify the material as required under Clause 14 of the Code. This was clearly a failing of internal communication and a point that the company would ensure was addressed in all future relevant activities.

The conference bags were distributed at an official EULAR desk located within the EULAR registration area. Registered delegates arriving at the conference were initially directed to the first official EULAR desk at which they received their congress badge. They then moved on to a second official EULAR desk at which they were given a series of items on behalf of EULAR, including, but not limited to, the official congress bag in question, the EULAR abstract book, an Oyster card, the password for wireless internet access and the final programme.

Other than bearing the corporate Abbott logo, there was no link between Abbott and provision of the bag to delegates.

#### **PANEL RULING**

The Panel noted that the Code requirements relating to promotional aids had recently changed. Under the 2008 Code, Clause 18.2 permitted promotional aids, whether related to a particular product or of general utility, to be distributed to members of the health professions and to appropriate administrative staff, provided that the

promotional aids were inexpensive and relevant to the practice of the recipient's profession or employment. Under new provisions in the 2011 Code, Clause 1.7 defined a promotional aid as a 'non-monetary gift made for a promotional purpose' and Clause 18.1 prohibited the provision of promotional aids to health professionals and appropriate administrative staff, subject to Clauses 18.2 and 18.3. Clause 18.3 permitted the provision of inexpensive notebooks, pens and pencils for use when attending scientific meetings and conferences, promotional meetings and other such meetings.

The Panel noted that the sponsorship of the conference bags was by the Abbott international team based in France, rather than Abbott UK, and that this sponsorship was not notified to Abbott UK. It was an established principle under the Code that UK companies were responsible for the acts and omissions of their overseas affiliates that came within the scope of the Code. The EULAR meeting was held in the UK and thus covered by the UK Code.

The Panel noted that the Abbott international team notified the EULAR organisers about its choice of sponsorship package on 15 September 2010. The Panel noted that the 2011 Code was agreed by ABPI members on 2 November 2010 and became effective on 1 January 2011, with a transition period until 30 April 2011 to comply with newly introduced provisions. Prior to agreement there had been much discussion about the proposed changes to the Code and of course the consultation requirements in the Constitution and Procedure had been met. The Panel noted that the EULAR meeting in question took place on 25-28 May 2011, after the end of the transition period. The provision of a conference bag as a promotional aid at the time of the EULAR meeting was no longer acceptable.

The Panel appreciated that agreement to sponsor international events such as the EULAR meeting often took place well in advance of the meeting being held. However, Abbott UK submitted that it had liaised closely with international Abbott colleagues in order to communicate the relevant requirements of the Code and to certify activities and materials. The Panel noted the explanation that the Abbott international team considered sponsorship to be a corporate activity and considered that the arrangements should have ensured that all activity taking place at the UK conference was captured. The Panel considered that the sponsorship of the conference bag was unacceptable and a breach of Clause 18.1 of the 2011 Code was ruled.

<b>Complaint received</b>	<b>14 June 2011</b>
<b>Case completed</b>	<b>6 July 2011</b>