

ANONYMOUS, NON-CONTACTABLE v PHARMAMAR

Meeting in Madrid

An anonymous, non-contactable complainant who appeared to be an NHS employee complained about a meeting in Madrid organised by PharmaMar.

The complainant explained that he/she was invited by PharmaMar to attend the meeting and was told that new Yondelis (trabectedin) data would be presented. PharmaMar would be willing to pay for his/her flights and accommodation. The complainant stated that he/she attended a gala dinner at a named venue on Friday, 31 March 2017 along with other UK delegates and described the event as a 'social gathering'. The complainant attended the promotional meeting the following day where no new data on the company's product was presented and felt very much misled by PharmaMar's representative. The complainant stated that, along with other delegates, he/she was offered the opportunity to stay the Saturday night even though there was no meeting on Sunday, 2 April.

The detailed response from PharmaMar is given below.

The Panel noted that when a meeting was held outside the UK in a European country where the national association was a member of EFPIA the limits in the host country code would apply. The Panel noted that the cost of the meal including drinks and taxes was €59.95 per head which was marginally below the limit in the Spanish Code of €60.

The Panel considered that it was not necessarily unacceptable to offer subsistence to delegates who had arrived the day prior to the meeting – however, the arrangements had to comply with the Code. The Panel noted that the dinner invitation, provided by the complainant, referred to the dinner being held at the named venue in celebration of the second international sarcoma meeting. The Panel noted PharmaMar's submission that the meeting invitation for UK delegates contained no pictures or website address for the dinner venue, however, the meeting invitation implied that it was the venue for the entire meeting. The Panel noted that the dinner venue was selected because it could accommodate a large number of delegates. The Panel noted that the programme referred to the meeting occurring from 31 March - 1 April. However, there was no agenda, presentations nor educational content provided on 31 March and PharmaMar provided no justification as to why all delegates needed to be together for dinner. The Panel noted that delegates appeared to be seated by country on separate tables. The impression from the photographs was that the venue was lavish and deluxe. It was a 2 Michelin star restaurant*. The capacity of the dinner venue was not a justifiable reason for selecting it.

The Panel considered that it was important for a company to be mindful of the impression created by its activities. Taking all the circumstances into account the Panel did not consider that the hospitality on 31 March 2017 was secondary to the main purpose of the event ie subsistence only. The level was not appropriate and was out of proportion to the occasion. A breach was ruled. The Panel considered that high standards had not been maintained and a further breach was ruled.

The Panel noted that the invitation to delegates was made face-to-face, with the programme being used as an introduction to the event. The Panel had no knowledge of what representatives had told health professionals about the meeting during the face-to-face invitation. The programme listed 'STS update: Latest news' as an agenda item. The complainant alleged he/she was told that new data was going to be presented on PharmaMar's product and that this was not the case and in that regard he/she felt very much misled. The Panel considered that the complainant had not proved his/her complaint on the balance of probabilities and therefore ruled no breach.

The Panel noted that the meeting was scheduled to finish at 16:20 on Saturday, 1 April. The Panel noted PharmaMar's initial submission that there were five UK delegates for whom evening flights were not available from Madrid to their home locations on 1 April, and these delegates were offered an additional one-night stay. The Panel considered that, in such circumstances, it was not unreasonable for PharmaMar to offer an extra night's accommodation. The complainant had provided no evidence to support his/her allegation that the additional one night stay offered was inappropriate. The Panel ruled no breach on that particular point.

The Panel noted that the cost of the meal per head at the Friday night dinner venue was €59.95 (including taxes) and therefore just below the Spanish Code limit of €60. The Panel did not consider that the circumstances warranted a ruling of a breach of Clause 2, which was a sign of particular censure and was reserved for such use, and therefore no breach was ruled.

* Following the completion of the case, PharmaMar advised the Authority that although a 2 Michelin star restaurant was one of the facilities available at the venue, PharmaMar had not used the restaurant. Rather it had rented a room at the venue and used the venue's catering rather than that of the 2 Michelin star restaurant.

An anonymous, non-contactable complainant who appeared to be an NHS employee complained about a meeting in Madrid organised by PharmaMar. The

complainant stated that he/she had recently seen Case AUTH/2979/9/17 on the PMCPA website which concerned Yondelis (trabectedin). Yondelis was used in adults with advanced soft tissue sarcoma.

COMPLAINT

The complainant explained that he/she was invited to attend a meeting in Madrid organised by PharmaMar and was told that new data would be presented on its product. PharmaMar would be willing to pay for his/her flights and accommodation. The complainant stated that he/she attended a gala dinner at a named venue on 31 March 2017 along with other UK delegates and described the event as a 'social gathering'. Photographs were provided. The complainant attended the promotional meeting on 1 April 2017 where no new data on the company's product was presented and felt very much misled by PharmaMar's representative. The complainant stated that, along with other delegates, he/she was offered the opportunity to stay the Saturday night even though there was no meeting on Sunday, 2 April.

The complainant wished to remain anonymous as he/she had not declared the trip to his/her NHS employers.

When writing to PharmaMar, the Authority asked it to consider the requirements of Clauses 22.1, 9.1 and 2 of the Code.

RESPONSE

PharmaMar submitted that PharmaMar Ltd was ceasing the promotional activities of Yondelis. It was closing its UK operation from 31 July 2018. PharmaMar stated that the concerns raised by the anonymous complainant were unsubstantiated and lacked credibility.

PharmaMar submitted that the meeting in question took place in Madrid and was organised by PharmaMar SA (Spanish headquarters). It was a meeting with a high level of scientific content and was of a promotional nature (PharmaMar was the only sponsor). The title of the meeting was 'Soft Tissue Sarcoma: Evidence and Experience'. The meeting was a forum for worldwide experts to discuss soft tissue sarcoma with 280 delegates attending (110 from Spain and 170 from various other countries, including Italy 48, Germany 45 and Nordics & Eastern Europe 15 etc). There were 11 delegates from the UK. Most delegates were from Spain and it made greater logistical sense to hold the meeting in Spain rather than in the UK. The UK delegates were invited by the UK affiliate, which also funded attendance (flights and accommodation). The flights provided to UK delegates were economy class; they flew out to Madrid on 31 March 2017 arriving in the afternoon and evening. Flight cost details were provided. During the meeting, the 11 UK delegates stayed at a 4-star hotel, chosen because of its good accessibility, its distance to the meeting venue was a 10-minute walk, and it was in line with recommendations by the Farmalindustria (Spanish) Code. The logistics for the meeting were contracted to an external provider which managed

all the hotel bookings etc for the different country delegates. As a result, PharmaMar submitted that it was not possible to provide an itemised invoice for the room cost of each delegate; however, the budget allocated for a room at the hotel was €180/night (breakfast included).

The venue for the meeting was chosen because of its transport links, conference facilities and because it could accommodate a large number of delegates in one meeting room.

The meeting began on the evening of 31 March with dinner at a named venue. PharmaMar stated that this venue was chosen for the same reason as the meeting venue: it could accommodate a large number of delegates, it had good accessibility, and it was near to the hotel and the meeting venue. The cost of the meal per head including drinks was €54.50 excluding VAT. PharmaMar provided an invoice which indicated that three hundred and fifty-seven meals were funded. PharmaMar submitted that this included staff meals. PharmaMar noted that the maximum cost per head for a meal specified in the Spanish Code was €60.

PharmaMar stated that the meeting invitation for UK delegates did not overemphasise the venue (there were no pictures of the interior or exterior and no website address was provided). PharmaMar acknowledged that the invitation seemed to imply that the meeting venue was the venue for the dinner. The actual meeting venue was noted on the meeting agenda.

The meeting began on 1 April at 8.30 and continued to 16.20. PharmaMar stated that the meeting had substantial educational content as could be seen from the agenda. Copies of the presentations were provided. Following the meeting close, for those who had flights booked for that evening, transport to the airport was provided. There were, however, no evening flights available from Madrid to the home locations of five UK delegates and they were offered an additional one-night stay and provided with an evening meal at a local restaurant. The approximate cost per head for this subsistence was €33.26 excluding VAT (the total bill being €199.55 for 6 individuals: 5 delegates plus a PharmaMar member of staff).

PharmaMar submitted that the meeting was not in breach of Clause 22.1 for the following reasons:

- The meeting contained significant scientific content;
- There were valid and cogent reasons for choosing the location;
- There was appropriate justification for choosing both the venue for the meeting and that used for accommodation;
- An additional night stay was provided to some delegates for logistical reasons; and
- The subsistence provided during the meeting was reasonable and in line with the Spanish Code.

PharmaMar further denied any breach of Clauses 9.1 or 2.

In response to a request for further information from the Panel, PharmaMar submitted that it had closed its operations in the UK. All of the UK staff that were responsible for managing UK participation at this event were no longer employed by the company. Five UK staff had attended the meeting.

PharmaMar Ltd was responsible for selecting and inviting the UK delegates. As all the personnel in charge of the local selection process had now left the company, it could not confirm the local selection criteria; it was not documented. Health professionals were contacted face to face by the local team. PharmaMar's expectation was that the selection was based on delegates' expertise and relevance for patient care. PharmaMar listed the hospitals of the UK delegates who attended.

The invitation to delegates was made face-to-face with the programme's information being used as an introduction to the event. There were no further materials in addition to the programme and welcome letter except for a letter sent to delegates who had confirmed their attendance.

One UK delegate stayed until 3 April. PharmaMar submitted that it did not know the reason for the additional night's stay, however, the delegate paid for his/her own accommodation.

The drinks at the dinner venue on 31 March included wine, beer and soft drinks before the meal and wine during the meal. All UK delegates left the venue together when the dinner finished at approximately 22:30.

PharmaMar explained that the difference between the number of delegates (280) and the number of meals invoiced (357) was due to the fact that not all invited delegates attended (eg 8 from the UK) but payment had to be given in advance to reserve the venue. In addition, the invoice included PharmaMar staff from all affiliates and headquarters as well as relevant staff from other companies with whom PharmaMar partnered in countries where it did not have direct presence. There was no agenda or presentation on the evening of 31 March. Most delegates arrived in the afternoon or evening because the event started at 8:30 the next day, and therefore dinner was offered.

PANEL RULING

The Panel noted that the complainant was anonymous and non-contactable. The Constitution and Procedure for the PMCPA stated that anonymous complaints would be accepted but that like all other complaints, the complainant had the burden of proving his/her complaint on the balance of probabilities. All complaints were judged on the evidence provided by the parties. The complainant could not be contacted for more information.

The Panel noted that Clause 22.1 stated that hospitality must be strictly limited to the main purpose of the event and must be secondary to the purpose of the meeting ie subsistence only. The level of subsistence offered must be appropriate and

not out of proportion to the occasion. Clause 22.1 applied to scientific meetings, promotional meetings, scientific congresses and other such meetings and training. The supplementary information stated that the impression created by the arrangements must be borne in mind. Meetings organised for groups of doctors, other health professionals and/or other relevant decision makers etc which were wholly or mainly of a social nature were unacceptable.

The Panel further noted that the supplementary information to Clause 22.1 stated that with any meetings, certain basic principles applied, *inter alia*, the meeting must have a clear educational content and the venue must be appropriate and conducive to the main purpose of the meeting; lavish, extravagant or deluxe venues must not be used.

It was an established principle under the Code that the UK company was responsible for the acts and omissions of its overseas affiliates that came within the scope of the Code.

The supplementary information to Clause 22.2 stated that the maximum of £75 plus VAT and gratuities (or local equivalent) did not apply when a meeting was held outside the UK in a European country where the national association was a member of EFPIA and thus covered by EFPIA Codes. In such circumstances the limits in the host country code would apply. The Panel noted that the cost of the meal including drinks and taxes was €59.95 per head which was marginally below the limit in the Spanish Code of €60.

The Panel considered that it was not necessarily unacceptable to offer subsistence to delegates who had arrived the day prior to the meeting – however, the arrangements had to comply with the Code. The Panel noted that the dinner invitation, provided by the complainant, referred to the dinner being held at a named venue in celebration of the second international sarcoma meeting. The Panel noted PharmaMar's submission that the meeting invitation for UK delegates (later clarified as the welcome letter) contained no pictures or website address for the dinner venue, however, the meeting invitation implied that this was the venue for the entire meeting. The Panel noted that the dinner venue was selected because it could accommodate a large number of delegates. The Panel noted that the programme referred to the meeting occurring from 31 March - 1 April. However, there was no agenda, presentations nor educational content provided on 31 March and PharmaMar provided no justification as to why all delegates needed to be together for dinner. The Panel noted, from photographs supplied by the complainant, that delegates appeared to be seated by country on separate tables. The impression from the photographs was that the dinner venue was lavish and deluxe. The Panel was aware (from an audit of PharmaMar's procedures as a result of Case AUTH/2979/9/17), that it was a 2 Michelin star restaurant*. The capacity of the dinner venue was not a justifiable reason for selecting it. The Panel considered that it was important for a company to be mindful of the impression created by its activities. Taking all the circumstances into account the Panel did not consider that the

hospitality on 31 March 2017 was secondary to the main purpose of the event ie subsistence only. The level was not appropriate and was out of proportion to the occasion. A breach of Clause 22.1 was ruled. The Panel considered that high standards had not been maintained and a breach of Clause 9.1 was ruled.

The Panel noted that the invitation to delegates was made face-to-face, with the programme being used as an introduction to the event. The complainant alleged he/she was told that new data was going to be presented on PharmaMar's product and that this was not the case and in that regard he/she felt very much misled. The Panel had no knowledge of what representatives had told health professionals about the meeting during the face-to-face invitation. The Panel noted that the complainant could not be contacted for further information. The complainant provided a copy of the programme which included the agenda item 'STS update: Latest news'. PharmaMar provided copies of the slides presented but made no submission in this regard. The Panel considered that the complainant had not proved his/her complaint on the balance of probabilities and therefore ruled no breach of Clause 9.1 in this regard.

The Panel noted that the meeting was scheduled to finish at 16:20 on Saturday, 1 April. The complainant alleged that he/she and other delegates were offered the opportunity to stay the Saturday night even though there was no meeting on Sunday, 2 April. The Panel noted PharmaMar's initial submission that there were five UK delegates for whom evening

flights were not available from Madrid to their home locations on 1 April, and these delegates were offered an additional one-night stay. No details were provided by PharmaMar about the timings of the flights. The Panel considered that, in such circumstances, it was not unreasonable for PharmaMar to offer an extra night's accommodation. The complainant had provided no evidence to support his/her allegation that the additional one night's stay offered was inappropriate. The Panel ruled no breach of Clause 22.1 on that particular point.

The Panel noted that Clause 2 was used as a sign of particular censure and reserved for such use. The Panel noted that the cost of the meal per head at the dinner venue on the Friday night was €59.95 (including taxes) and therefore just below the Spanish Code limit of €60. The Panel did not consider that the circumstances warranted a ruling of a breach of Clause 2 and therefore no breach was ruled.

* Following the completion of the case, PharmaMar advised the Authority that although a 2 Michelin star restaurant was one of the facilities available at the venue, PharmaMar had not used the restaurant. Rather it had rented a room at the venue and used the venue's catering rather than that of the 2 Michelin star restaurant.

Complaint received **13 July 2018**

Case completed **18 October 2018**