

ANONYMOUS v LILLY

Alleged inappropriate hospitality

An anonymous complainant complained about the activities of, *inter alia*, Lilly with regard to hospitality provided to members of various national associations for asian psychiatrists working in the UK who generally grouped together to hold meetings either in the UK or abroad. The complainant drew particular attention to a meeting held at Heathrow and sponsored by Lilly at which attendees enjoyed an evening music/cultural programme at Lilly's expense. The complainant alleged that the meetings organised by the various associations were more of a social get together rather than recognized academic meetings.

The Panel noted that the Heathrow meeting started at 10am and lasted until 4.45pm followed by the annual general meetings of each of four national associations of asian psychiatrists working in the UK (India, Pakistan, Sri Lanka, Arabia). The agenda stated that Lilly had provided an unrestricted educational grant. The final agenda in relation to dinner stated 'Conference Reception, Dinner & Music Programme'.

The Panel considered that according to the draft provisional agenda, the scientific/educational content was not unreasonable for sponsorship by a pharmaceutical company. The draft agenda referred only to a 'Conference Dinner'. The prime purpose of the meeting was scientific/educational.

The Panel noted that the sponsorship from Lilly was for the day-time scientific meeting. The organisers stated that the ABPI guidelines for the meeting, which was only open to medical professionals, would be followed.

Lilly's sponsorship had covered the daily delegate rate, lunch costs, logistical costs plus a contribution to the delegate registration fee. The Panel was concerned that Lilly did not know what the latter covered; it had assumed it covered travel and honorarium costs for speakers as well as printing costs for materials used at the meeting.

The Panel was concerned that Lilly had not insisted on seeing the final programme. The final programme differed from the provisional agenda. In particular a one hour symposium shown on the draft agenda was not on the final programme. The Panel was also concerned that Lilly did not know about all the arrangements. There did not appear to be any educational programme on the Sunday. The Panel also

queried whether the evening reception, dinner and entertainment were appropriate for Lilly to sponsor given that the event appeared to be more of a social event rather than subsistence provided after a meeting. However, there was no evidence that Lilly's payment of logistical costs and its contribution to the delegate registration fee had paid for or subsidised the reception, dinner and music programme. On balance the Panel considered that the sponsorship by Lilly for the meeting as described on the draft agenda was not unacceptable. No breach of the Code was ruled.

An anonymous complainant complained about the activities of a number of companies including Eli Lilly and Company Limited.

COMPLAINT

The complainant stated that in the last few years, a few psychiatrists had established a very close personal relationship with pharmaceutical companies. These psychiatrists had been using pharmaceutical companies for their personal advantages, benefits, ambitions and personal growth. They had established the South Asian Forum. They organised two or three meetings of the South Asian Forum in the UK and outside the UK, such as in India, Pakistan and Sri Lanka where Asian psychiatrists met together. All the expenses of hotel, travel and food were 'sponged' by pharmaceutical companies. Until recently a named company had 'sponged' Asian psychiatrists to travel to Pakistan in 2004, to India in January 2005, to Sri Lanka in July 2005. All these psychiatrists were friendly to each other and enjoyed these meetings as an opportunity to meet each other. They invited them to attend the meetings and money was paid by pharmaceutical companies. They maintained the database of most of the Asian and Arabic psychiatrists. It was a numbers game. They had numbers to influence the pharmaceutical companies and pharmaceutical companies tried to oblige the vulnerable psychiatrist who could increase prescriptions.

It was very important to investigate the list of participants who went to India, Sri Lanka and Pakistan. It was also important to check with the participants who invited them, who motivated them and how money was paid for their visits. Interestingly it was decided who would go or not go to the outside UK meeting by two or three psychiatrists most of the time. These few psychiatrists invited all the Asians by email, telephone and post. They might be able to provide the addresses of all the Asians and Muslim psychiatrists to pharmaceutical companies. In this kind of meeting they organised a very fascinating Asian cultural programme that was also a motivating factor to all Asians to attend this kind of meeting.

More recently (9 September 2006) these few psychiatrists played an important role to organize one grand meeting which combined the South Asian Forum and Islam Association, British Pakistan Psychiatrist Association, British Indian Psychiatrist Association and Arabic Association of Psychiatrists at the Marriott Hotel, Heathrow. The complainant believed that Lilly was involved in this meeting. All the Asians and Muslims enjoyed evening dance, music and cultural programme partly at the expense of pharmaceutical companies (Lilly).

It would be worthwhile to note that these kinds of meetings were more of a get together and based on similar cultures/religions not internally recognized academic meetings. The majority of delegates were attending again and again. There was a numbers game, this group could manage more than 100 psychiatrists to attend the meeting and it influenced the pharmaceutical companies to breach the Code. This numbers game and desire of a few psychiatrists for using pharmaceutical monies for their personal advantage/growth made pharmaceutical companies to become more tempted.

This South Asian Forum was a regional association and should not grow on the basis of pharmaceutical money. This association also closely worked with Islam association; about fifty percent of delegates were in common. One of the above psychiatrists had been instrumental in these two associations. These two associations would disappear within a few weeks if not days if they did not have financial support from pharmaceutical companies. It was evident that initially for two to three years one named company supported these kinds of meetings.

Motivating factors for participants:

- 1 Free hotel and sense of holiday; find it a nice weekend break.
- 2 Meeting common friends.
- 3 Enjoying night cultural programme.
- 4 In the night enjoying Asian food.

Motivating factors for organizer:

- 1 They tried to influence and build up relationships with world prominent psychiatrists who they invited as speakers and then used them for personal growth.

- 2 They reflected their strength to those who were contesting for any post in World Psychiatrist Association and got closer to them.

Motivating factor for pharmaceutical companies:

- 1 Take advantage of numbers and try to push their sales.
- 2 Need for investigation to establish whether there has been a breach of the Code.
- 3 Was it appropriate to use pharmaceutical companies for their personal picnic or personal association or personal cultural meetings?
- 4 Was it appropriate to use pharmaceutical companies for their personal growth and uniting all Asians together and reflecting the numbers and influencing the pharmaceutical companies?
- 5 It was a two way process, pharmaceutical companies needed the numbers and this group of doctors needed money for their personal agendas.

When writing to Lilly the Authority asked it to respond in relation to Clauses 2, 9.1 and 19.1 of the Code.

RESPONSE

Lilly stated that the British Indian Psychiatric Association (BIPA), the British Pakistani Psychiatrists Association (BPPA), the Sri Lankan Psychiatric Association (SLPA-UK) and the British Arab Psychiatric Association (BAPA) (the four associations) held a conference 'Peace, Social Integration and Psychiatry', at the Marriott Hotel, Heathrow on 9 September 2006. It was jointly hosted by the Royal College of Psychiatrists (RCPsych).

This was their second joint biennial and fifth annual general meeting, and Lilly offered to sponsor this meeting, contingent on the arrangements complying with the Code.

Lilly received a provisional programme which confirmed the scientific, educational nature of the meeting, with inaugural lectures followed by presentations on various aspects of psychiatry over the course of the day. In this regard, it should be noted that in the letter from the Chair, Steering Committee of Associations – 'A Great Partnership' it was stipulated that this meeting was an approved continual professional development (CPD) activity and that 'This important educational event provides for the CPD requirements for consultants and is suitable for their annual appraisals in this regard'.

Lilly agreed to sponsor this scientific programme to cover the day delegate rate, lunch, meeting logistics, and contributions to the delegate registration fee for 350 health professionals. The total cost of sponsorship was £31,325. Lilly provided a breakdown of those costs as provided by the conference organisers. Lilly's sponsorship was declared on the final agenda.

The agenda was set by the steering committee of the four associations. Lilly understood that the delegates were invited by the steering committee. Lilly understood that the meeting was restricted to health professionals, and that spouses/families were not

registered for the meeting. No Lilly employees attended. Lilly was not directly or indirectly involved in setting the agenda or inviting the delegates.

Lilly had no knowledge of the music/cultural programme referred to in the final agenda. Indeed, in the draft programme received by Lilly, the meeting was followed by a 'conference dinner' at 7.30pm. Furthermore, Lilly's sponsorship of this meeting was only for the scientific programme during the day and did not extend to any of the evening activities.

Regarding the forthcoming meeting in Dubai, Lilly had been approached for sponsorship by the Chair of the South Asian Forum, UK Chapter; the request had been denied.

The meeting held on 9 September was an independent meeting organized by the four associations and the RCPsych with clear educational content. Lilly's sponsorship of this meeting pertained only to the day-time scientific programme, and subsistence in the form of lunch. Lilly therefore did not consider that it had breached Clause 19.1 of the Code. Consequently, it must follow that Lilly had also not breached Clauses 9.1 or 2.

In response to a request for further information Lilly noted that it had contributed £10,500 to delegate registration fees and was asked what this was spent on, given that Lilly had already paid the day delegate rate, lunch and room hire etc. Lilly stated that it had not asked the organisers of the meeting, to whom the educational grant was made, to specify what Lilly's portion of the contribution of the delegate registration fees was used for. Lilly however anticipated that this contribution would have been used towards paying speakers' honoraria and travel costs and printing costs associated with any materials produced in respect of this meeting.

Asked how it ensured that the £31,525 provided was spent in accordance with the Code, Lilly stated that it provided an educational grant to members of the health profession in the UK to support an educational meeting, which was jointly hosted by 'A Great Partnership' and the RCPsych. This meeting had been held before, was of high educational content and sufficiently robust in content to comply with CPD requirements for consultants. Lilly sponsored 350 psychiatrists from across the UK to attend this meeting. Lilly had confirmation in writing that ABPI guidelines for this meeting would be strictly observed and the meeting was approved through Lilly's internal 'Independent Meeting Proactive Sponsorship Proposal' standard operating procedure.

In Lilly's view these steps showed proper due diligence and, trusting on the bona fides of the health professionals who requested the sponsorship and confirmed in writing that ABPI guidelines would be strictly observed, failed to see that any further steps were necessary to ensure Code compliance. Furthermore Lilly's sponsorship of the event was duly declared at the event.

Asked why it did not see the final agenda, Lilly stated that the meeting was dependent on receiving sponsorship, which was requested in June 2006. As the meeting was dependent on the sponsorship it was

impossible to finalise the agenda before the organising committee had confirmation that the sponsorship would be forthcoming. It was therefore standard practice to consider a provisional agenda to determine the educational content of a meeting and whether the sponsorship thereof would be appropriate and comply with the Code. In this case the educational content was further supported by the fact that Lilly was assured that the meeting was jointly hosted between the organisers and the RCPsych and also that the educational content met CPD requirements for consultants. Having taken the provisional agenda, the aforesaid fact in respect of the educational content of this meeting, confirmation that Lilly's sponsorship would be declared and the organisers' assurance that ABPI guidelines would be strictly observed into account, Lilly did not deem it necessary to make its sponsorship dependent on receipt of the final agenda. Often speakers and the precise topic of their talk could only be confirmed once sponsorship had been provided and dates confirmed.

In response to a request for a timetable of events starting with the initial approach for funding and including the dates when draft and final agendas were available, Lilly stated that this was the second joint bi-annual and fifth annual general meeting of 'A Great Partnership'. Lilly was aware that this meeting had taken place in the past and that it was of a high scientific quality. Lilly therefore approached the Chair, Steering Committee Associations - 'A Great Partnership' in April 2006 to discuss potential sponsorship of this event and as a result of these discussions received a proposal in respect of this meeting at the beginning of June 2006, requesting sponsorship. It was then put through Lilly's approval process in the middle of June 2006, after being formally requested on 16 June 2006. The meeting was held on Saturday, 9 September 2006 at the Marriott Hotel. The draft agenda was attached to the letter requesting sponsorship. Lilly did not receive a final agenda until receipt of the Authority's letter of 10 October 2006.

Lilly reiterated that the meeting was an independent meeting organized by the four associations and the RCPsych with clear educational content. Lilly's sponsorship of this meeting (which was declared) pertained only to the day-time scientific programme, and subsistence in the form of lunch. The meeting organisers confirmed in writing that ABPI guidelines would be strictly observed. Lilly therefore absolutely did not believe that it had breached any of the provisions of the Code in respect of its sponsorship of this independent meeting.

PANEL RULING

The Panel noted that the meeting on 9 September started at 10:00 and finished at 16:45 followed by the annual general meetings of each of the four associations until 17:45. The agenda stated that Lilly had provided an unrestricted educational grant. The final agenda in relation to dinner, stated 'Conference Reception, Dinner & Music Programme'.

The Panel considered that according to the draft provisional agenda, the scientific/educational content

was not unreasonable for sponsorship by a pharmaceutical company. The draft agenda referred only to a 'Conference Dinner'. The prime purpose of the meeting was scientific/educational.

The Panel noted that the sponsorship from Lilly was for the day-time scientific meeting. The organisers stated that the ABPI guidelines for the meeting, which was only open to medical professionals, would be followed. The sponsorship was based on 350 psychiatrists attending, the previous meeting was attended by 446 psychiatrists.

The Panel noted that Lilly had sponsored the meeting by paying the daily delegate rate, lunch costs, audio visual media and room hire plus a contribution to the delegate registration fee. The Panel was concerned that Lilly did not know what the latter covered; it had assumed it covered travel and honorarium costs for speakers as well as printing costs for materials used at the meeting.

The Panel was concerned that Lilly had not insisted on seeing the final programme as part of the sponsorship arrangements. The final programme differed from the provisional agenda with regard to

the afternoon scientific session. In particular a one hour symposium (18:00-19:00) shown on the draft agenda was not on the final programme. The Panel was also concerned that Lilly did not know about all the arrangements. There did not appear to be any educational programme on the Sunday. The Panel also queried whether the evening reception, dinner and entertainment were appropriate for Lilly to sponsor given that the event appeared to be more of a social event rather than subsistence provided after a meeting. However, there was no evidence that Lilly's payment of logistical costs and its contribution to the delegate registration fee had paid for or subsidised the reception, dinner and music programme. On balance the Panel considered that the sponsorship by Lilly for the meeting as described on the draft agenda was not unacceptable and did not breach Clause 19.1 of the Code and thus no breach was ruled.

The Panel did not consider that there had been breaches of Clauses 2 and 9.1 of the Code.

Complaint received **9 October 2006**

Case completed **28 November 2006**