

# ANONYMOUS v JANSSEN-CILAG

## Alleged inappropriate hospitality

An anonymous complainant complained about the activities of, *inter alia*, Janssen-Cilag 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 in Dubai, December 2006, sponsored by Janssen-Cilag and organised by the South Asian Forum.

The Panel noted that Janssen-Cilag had not sponsored the meeting but had sponsored 14 doctors to attend by paying for their flights, accommodation, registration fees and day delegate rate. The Panel considered that the meeting was an educational/scientific meeting. The meeting was held in association with the World Psychiatric Association and many of the speakers were from Asia or North America. In the circumstances the Panel did not think the arrangements for sponsoring UK health professionals to attend was unreasonable. No breach of the Code was ruled.

An anonymous complainant complained about the activities of a number of companies, including Janssen-Cilag Ltd.

### 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.

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.

In December 2006 a South Asian Forum meeting in Dubai was being organised. Janssen-Cilag was believed to be one of the sponsor pharmaceutical companies. It was worthwhile doing undercover work during this meeting to expose the nexus between Asian psychiatrist and pharmaceutical companies.

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 Janssen-Cilag the Authority asked it to respond in relation to Clauses 2, 9.1 and 19.1 of the Code.

## RESPONSE

Janssen-Cilag noted that it had been asked to respond in relation to a December 2006 meeting in Dubai organised by the South Asian Forum.

Janssen-Cilag denied any breach of Clauses 2, 9.1 or 19.1. The South Asian Forum was an international organisation of consultant psychiatrists which organised international academic meetings for the psychiatric profession. The aim of the organisation was to further the improvement of psychiatry in South Asia and the rest of the world.

The forum meetings were scientific in nature, held on an annual basis and, on this occasion, the meeting was due to be held in Dubai from 2 to 6 December 2006.

Janssen-Cilag was not a sponsor of this meeting; however it had provided individual doctors with educational grants to enable them to attend. Janssen-Cilag explained that individual doctors had approached the company for sponsorship to attend this meeting, and although contacts were predominantly made through local representatives, these requests were forwarded to the medical department for assessment as to their merit.

The agenda for the meeting (copy provided) was deemed to be of sufficient scientific interest to merit support. Janssen-Cilag noted that the meeting in Dubai was held in association with the World Psychiatric Association thereby giving it further credibility.

Once the meeting was accepted as being of a sufficient standard to merit support, doctors, who had individually contacted Janssen-Cilag and which it was able to support, were provided with educational grants to cover economy air travel (£450), registration (£200), hotel (£600) and subsistence (£250). Support was provided upon the explicit understanding that it covered the period from 2 to 6 December 2006, ie the dates during which the conference was held.

In summary, Janssen-Cilag had provided educational grants to support the attendance of a number of health professionals at an international meeting with a scientific content relevant to their practice of medicine. Janssen-Cilag had not sponsored the conference, and did not consider the overall individual cost, paid to the South Asian Forum which was arranging the logistics for those health

professionals attending, to be excessive, and consequently Janssen-Cilag denied breaches of Clauses 2, 9.1 and 19.1.

In response to a request for further information Janssen-Cilag noted that it had provided fourteen grants each of £1,500 (£21,000) to allow delegates to attend the meeting in Dubai. With regard to ensuring that such sponsorship was spent in accordance with the Code, Janssen-Cilag provided a copy of the standard letter it had sent to the South Asian Forum in respect of each doctor it had supported. The letter made it clear that the educational grant was for the sole use of a named consultant psychiatrist and specified that the grant covered a return economy travel, accommodation for the duration of the meeting and full registration again for that specific doctor for the given dates 2 to 6 December 2006.

A letter from the Chairman of the South Asian Forum to Janssen-Cilag confirmed that the educational grants were for individually named doctors, gave a breakdown of costs and acknowledged the terms and conditions for the provision of the education grants.

The Chairman of the South Asian Forum, also confirmed that it would provide a reconciliation of spend versus funding from Janssen-Cilag for each individual doctor following the meeting.

Janssen-Cilag provided details of each doctor's travel plans to show departure and return dates to the UK. These showed outward flights on 1 December and return flights on 6 December.

Janssen-Cilag reiterated that it believed its support of the named delegates to attend this meeting complied with the Code and that the meeting was of sufficient international and scientific stature to merit its support; hence again, it denied any breaches of Clause 2, 9.1 or 19.1 of the Code.

## PANEL RULING

The Panel noted that Janssen-Cilag had not sponsored the meeting; it had sponsored 14 doctors to attend. The sponsorship had been given to the UK Chapter of the South Asian Forum.

The Panel considered that the meeting was an educational/scientific meeting which included a pre-conference symposium on 2 December from 14:00 until 16:20 with another 3½ days of educational programme.

The sponsorship provided by Janssen-Cilag related to flights arranged by the company to arrive in time for the start of the meeting and returning the day the meeting finished. The company had also paid for accommodation, the day delegate rate and conference registration fees. The meeting was held in association with the World Psychiatric Association and, according to the programme, many of the speakers were from Asia or North America.

In the circumstances the Panel did not think the arrangements for sponsoring UK health professional to attend were unreasonable. Thus the Panel ruled no breach of Clauses 2, 9.1 and 19.1 of the Code.

**Complaint received** 9 October 2006

**Case completed** 28 November 2006