

**CASE/0471/02/25**

## **COMPLAINANT v CSL BEHRING**

### **Allegations about investigator meetings abroad**

#### **CASE SUMMARY**

This case was in relation to an investigator meeting held in Portugal in September 2024. The meeting was organised by the Research and Development department at the global affiliate of CSL Behring for CSL300, a product which was in development at the time. It was alleged that UK physicians attended the meeting, “*without them being properly certified*”.

The outcome under the 2021 Code was:

<b>Breach of Clause 8.2</b>	<b>Failing to certify events/meetings involving travel outside the UK</b>
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**This summary is not intended to be read in isolation.  
For full details, please see the full case report below.**

#### **FULL CASE REPORT**

A complaint about CSL Behring UK Ltd was received from an anonymous, non-contactable complainant who described themselves as an ex-contractor.

#### **COMPLAINT**

The complaint wording is reproduced below with some typographical errors corrected:

“CSL Behring held investigator meetings abroad, for example in Portugal, September 2024 including UK physicians without them being properly certified: [six named health professionals and their respective hospitals] and many more.”

When writing to CSL Behring, the PMCPA asked it to consider the requirements of Clause 8.2 of the 2021 Code.

#### **CSL BEHRING’S RESPONSE**

The response from CSL Behring is reproduced below:

“Thank you for your letter dated 10<sup>th</sup> February, in which you raised an allegation from an anonymous uncontactable ex-contractor.

We fully support the principles of accepting concerns from anonymous complainants where this aligns with the objective of the Code and the principles set forth by the ABPI. However, it is disappointing that this anonymous ex contractor has not raised this issue directly with us via our established speak up process.

As per your letter, we have carefully reviewed the requirements of Clauses 8.2 of the 2021 Code in relation to this allegation.

Our response is as follows: There was an investigator meeting held on the 19th-20th September 2024 in Lisbon, Portugal. This was a globally R&D organised investigator meeting for CSL300, which is a product in development.

The investigator meeting was conducted as a physical event in Lisbon, and travel was undertaken by the five contracted UK healthcare professionals (HCPs). We have determined that only five of the seven HCPs named by the Complainant were able to attend the meeting. The UK HCPs that attended the meeting were:

[five named health professionals]

Our internal investigation has highlighted that this investigator meeting was not communicated to the UK Affiliate prior to the activity taking place and, therefore, no certification of travel arrangements were undertaken by the UK affiliate.

Our investigation has indicated that a cross-border transparency report was issued to the UK affiliate on the 4th February 2025, which demonstrates that the reporting process for R&D transfer of values is effective and active.

An internal task force has been assembled to establish the root cause and ascertain if any remedial or corrective actions are required to avoid reoccurrence.

CSL Behring therefore, regrettably, accept a breach of Clause 8.2.

We remain committed to upholding the highest standards of compliance and transparency.”

## **PANEL RULING**

This complaint related to an investigator meeting held in Portugal in September 2024. The meeting was organised by the Research and Development department at the global affiliate of CSL Behring for CSL300, a product which was in development at the time. It was alleged that UK physicians attended the meeting, “*without them being properly certified*”. The Panel understood this to mean that the meeting arrangements had not been certified.

CSL Behring submitted that five contracted UK health professionals out of the seven named by the complainant had travelled to Portugal to attend the meeting, and that the meeting had not been communicated to the UK affiliate before the activity had taken place; therefore, no

certification of the travel arrangements had been undertaken. The Panel noted that the complainant had only named six individual health professionals in their complaint.

The first issue for the Panel to determine was whether the matter was within the scope of the Code. The meeting was held in Lisbon, Portugal on 19 and 20 September 2024 and five UK health professionals attended. The UK affiliate had no knowledge of this. The Panel concluded that attendance of UK health professionals meant that the matter was in scope of the Code.

Clause 8.2 stated, among other things, that:

*“All events/meetings involving travel outside the UK, unless the company’s only involvement is to support a speaker to present at the meeting, must be certified in advance as set out in Clause 8.1 or by an appropriately qualified person signatory (AQP signatory).”*

The Supplementary Information to Clause 8.2 stated, among other things, that:

*“UK companies have responsibilities under the Code for events/meetings which they organise and when UK delegates are supported and/or UK speakers are contracted to go to events/meetings outside the UK.*

*When certifying arrangements for events/meetings which involve travel outside the UK, all the relevant documents and arrangements must be considered, including the programme, the venue, the reasons for using that venue, the intended audience, the anticipated cost and the nature of the hospitality and the like.”*

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

The Panel took into account that UK health professionals attended the meeting, and noted CSL Behring’s submission that the investigator meeting was not communicated to the UK affiliate, therefore, no certification of travel arrangements was undertaken, and on that basis ruled a **breach of Clause 8.2**, as acknowledged by CSL Behring.

**Complaint received      4 February 2025**

**Case completed          23 October 2025**