

ANONYMOUS DOCTOR v DAIICHI-SANKYO

Speaker travel arrangements

An anonymous, contactable doctor complained about the travel arrangements, made by Daiichi-Sankyo, for a speaker at a meeting in June 2018.

Daiichi-Sankyo marketed Lixiana (edoxaban) which was indicated for the prevention of stroke and systemic embolism in high risk adults with nonvalvular atrial fibrillation (NVAf) and for the treatment of deep vein thrombosis (DVT) and pulmonary embolism (PE), and prevention of recurrent DVT and PE in adults.

The complainant explained that the meeting was organised by a representative and the speaker, who had authored one of Daiichi-Sankyo's edoxaban clinical studies, was brought over from the US; he/she gave a good talk about anticoagulation. The complainant believed that the speaker was also speaking at other meetings for Daiichi-Sankyo and from conversations at the meeting, the complainant was surprised to learn that the speaker was travelling with his/her family.

The complainant noted that he/she had been told by other pharmaceutical companies that ABPI rules did not allow family members to travel with paid speakers. Daiichi-Sankyo should not have supported the speaker's family to come with him/her from the US.

The Panel noted that the speaker was a US based health professional contracted by Daiichi-Sankyo Europe GmbH based in Germany, to speak at a series of meetings aimed at health professionals in the Republic of Ireland and the UK. Daiichi-Sankyo UK stated that it was involved in planning discussions with its parent company and two agencies, regarding the arrangements for the speaker's meetings and travel in the UK. The Panel further noted that the speaker's expense claim was reviewed by Daiichi-Sankyo UK.

The Panel noted Daiichi-Sankyo's submission that the speaker's family who were travelling with him/her had not received any hospitality from Daiichi-Sankyo or its agencies. The Panel noted however, that the speaker requested that a van be booked for the transfer from the airport to the hotel because he/she was travelling from Ireland into the UK with four family members. At the instruction of Daiichi-Sankyo Europe a minivan was booked. The Panel noted Daiichi-Sankyo's submission that when the speaker claimed for expenses (including flights which he/she booked him/herself and meals) the minivan cost would be deducted and only his/her meals and flights would be reimbursed. The Panel noted that the impression given by the arrangements was important and queried why the speaker was not required to pay the minivan cost upfront as he/she had done with his/her flights and meals.

The Panel noted that whilst a minivan to transfer the speaker and his/her family to his/her hotel was booked and paid for by a third party on behalf of Daiichi-Sankyo, the cost of this transport was deducted from the speaker's expense claim and, therefore, no breach of the Code was ruled. This ruling was not appealed by the complainant.

The Panel noted that the restaurant invoices provided with the speaker's expense claim included meals for more than one person. It appeared that the speaker's individual meals and drinks had been highlighted and it was only the cost of these that were claimed for and reimbursed. The Panel noted that whilst Daiichi-Sankyo had identified and deducted two payments because the expenditure appeared to be for two or more people, it had missed a third. It appeared that the cost of all of the drinks ordered (including two cokes and two teas) at the restaurant was reimbursed to the speaker despite the receipt indicating that more than one person dined. In the Panel's view it appeared that on the balance of probabilities Daiichi-Sankyo had therefore reimbursed the speaker for hospitality for his/her family and a breach of the Code was ruled. This ruling was accepted by Daiichi-Sankyo.

The Panel noted that the speaker's expense claim was received and reviewed following receipt of this complaint and despite its awareness of the allegation, Daiichi-Sankyo had apparently reimbursed the speaker for hospitality for his/her family. The Panel considered that Daiichi-Sankyo had failed to maintain high standards and a breach of the Code was ruled. This ruling was accepted by Daiichi-Sankyo.

The Panel noted its rulings and comments above but did not consider that the particular circumstances of this case were such as to warrant a breach of Clause 2 which was a sign of particular censure. No breach of Clause 2 was ruled. This ruling was upheld on appeal by the complainant.

An anonymous doctor complained about the travel arrangements, made by Daiichi-Sankyo, for a speaker at a meeting which took place in June 2018.

Daiichi-Sankyo marketed Lixiana (edoxaban) which was indicated for the prevention of stroke and systemic embolism in high risk adults with nonvalvular atrial fibrillation (NVAf) and for the treatment of deep vein thrombosis (DVT) and pulmonary embolism (PE), and prevention of recurrent DVT and PE in adults.

COMPLAINT

The complainant explained that the meeting was organised by a representative and the speaker, the speaker, who had authored one of Daiichi-Sankyo's edoxaban clinical studies, was brought over from the

US; he/she gave a good talk about anticoagulation. The complainant believed that the speaker was also speaking at other meetings for Daiichi-Sankyo as part of his/her travels, however, from conversations with others at the meeting, the complainant was surprised to learn that the speaker was travelling with his/her family.

The complainant noted that he/she had spoken at meetings for other pharmaceutical companies and had been categorically told that ABPI rules did not allow family members to travel with paid speakers. The complainant did not consider that Daiichi-Sankyo should have supported the speaker's family to come with him/her from the US.

The complainant subsequently submitted that the speaker was traveling with his/her family to a number of different countries to give talks for Daiichi-Sankyo. The speaker had spoken elsewhere before the meeting in question and had more presentations planned. When writing to Daiichi-Sankyo, the Authority asked it to consider the requirements of Clauses 2, 9.1, 22.1 and 23.1 of the Code.

RESPONSE

Daiichi-Sankyo explained that the speaker was an author of one of the studies for edoxaban. He/she was regarded as an international expert in the field and had extensive knowledge of the study.

Daiichi-Sankyo stated that its parent company, Daiichi-Sankyo Europe GmbH, was based in Munich, Germany. Daiichi-Sankyo Europe had the marketing authorisation for edoxaban and had contracted the speaker to travel from the US to speak at a series of meetings aimed at health professionals. The purpose of the meetings was to educate health professionals in order to optimise their anticoagulation management of patients. A copy of the contract was provided. Three meetings took place in the UK. The complainant had referred to the second meeting.

Daiichi-Sankyo UK stated that it was involved in planning discussions with its parent company and two agencies, regarding the arrangements for the speaker's meetings and travel in the UK. One agency had handled the logistical aspects in the UK including travel and accommodation, while the other agency facilitated the production of the slides including referencing. The medical content was developed by the speaker.

The speaker's primary contacts for liaison purposes were with Daiichi-Sankyo Europe and the second agency.

Daiichi-Sankyo UK became aware during the planning meetings that the speaker planned to travel with his/her family but it was very clear during discussions with Daiichi-Sankyo Europe, and its two agency's that hospitality could not be provided to any member of the speaker's family, as per the Code.

Fees paid for services

The speaker was paid by Daiichi-Sankyo Europe for 18 hours of meetings and 20 hours of preparation (total

38 hours). The 18 hours of meetings included multiple meetings held in Ireland, and three meetings held in the UK in June 2018. The 20 hours of preparation consisted of preparation of lectures (8 hours); telephone briefings and post event debrief (3 hours); on-site briefings (6 hours) and on-site consultancy with internal Daiichi-Sankyo functions (3 hours).

This fee was for the entire series of meetings held across Ireland and the UK and was detailed in the contract. Daiichi-Sankyo stated that this represented reasonable and fair market value for the services provided by the speaker, as per Clause 23.1 of the Code.

Flights

The speaker booked his/her own flights to and from the US, and between Ireland and the UK, and was expected to claim the costs for these back in expenses from Daiichi-Sankyo Europe. Details were given. The contract stated that the speaker would be reimbursed for his/her own business class flights. There would be no reimbursement for tickets for any family member. As the speaker booked his/her own flights, Daiichi-Sankyo would not have details of his/her flights until he/she submitted his/her expense claims. The speaker had not yet done so, but details could be provided when the claims were processed. The cost of an airport transfer (see below) would be deducted from the total expense claim.

Airport transfers

The speaker informed the second agency that he/she would like to have a van booked for the transfer from the airport to the hotel. This was because he/she was travelling from Ireland into the UK with four family members. The second agency informed the first agency of the request, and it was discussed with Daiichi-Sankyo Europe. It was recognised that it would not be practical for a separate vehicle to be booked for the speaker alone, while his/her family travelled in another vehicle at his/her own expense. At the instruction of Daiichi-Sankyo Europe, the first agency therefore arranged a minivan to transfer the speaker and his/her family to his/her hotel. The invoice was provided.

When the speaker submitted his/her expense claims, the cost of this airport transfer would be deducted from the payment made to him/her. Therefore, there would be no hospitality for his/her family at Daiichi-Sankyo's expense, in accordance with the supplementary information of Clause 22.1. Daiichi-Sankyo offered to forward the outcome of the expense claims when they were processed.

No return airport transfers were booked by Daiichi-Sankyo or its agencies and nor would they be reimbursed to the speaker. The speaker made his/her own way back to the US.

Travel between hotel and meetings in UK

A representative drove the speaker between his/her hotel and meeting venues in the UK. No member of the speaker's family accompanied him/her on these

journeys or attended the meetings, in accordance with Clause 22.1 of the Code.

Accommodation in the UK

The first agency booked for the speaker to stay for three nights in the UK at a 4 star hotel. The booking was for a standard double room for 1 adult, with breakfast. The booking confirmation was provided. No incidental room charges were made, and the final invoice (copy provided) for the bed and breakfast package for three nights was paid by the agency. No arrangements or payments were made by Daiichi-Sankyo or its agencies for the accommodation of any of the speaker's family members in the UK. The speaker indicated to the agency that he/she would arrange and pay for additional rooms him/herself to accommodate his/her family. The cost of any additional rooms would not be reimbursed to the speaker.

Meals

Aside from breakfast, which was included in his/her hotel room rate, the speaker's contract stated that he/she would be offered up to 12 meals organised by Daiichi-Sankyo Europe for the entire trip including Ireland and the UK. The speaker declined these meals in the UK. The speaker was expected to submit expense claims for meals he/she took in the UK. These costs would be reimbursed for his/her meals alone based on itemised receipts. The speaker's family's meals would not be reimbursed. As stated previously, the costs for the airport transfer minivan would be deducted from the overall expense reimbursement.

Details of who made the travel arrangements

In summary, the airport transfer booking from the airport to the hotel was made and paid for by the first agency, at the instruction of Daiichi-Sankyo Europe. These costs would be deducted from the overall expenses paid to the speaker.

Hotel accommodation for the speaker alone was booked and paid for by the first agency.

Travel between the meetings and the hotel was in a representative's car and the speaker was not accompanied by any family members.

Some aspects of the travel, such as flights and outgoing airport transfer leaving the UK were booked and paid for by the speaker. The flights would be reimbursed for the speaker alone with a deduction for the incoming airport transfer.

Agenda for meeting at issue

Daiichi-Sankyo noted that 'Save the Date' material was produced for the meeting and this also served as the agenda. A copy of the material was provided.

Clauses of the Code

With regard to Clause 22.1 and its supplementary information, Daiichi-Sankyo did not believe there had been a breach. Clause 22.1 supplementary information stated that 'spouses and other

accompanying persons... may not attend the actual meeting and may not receive any associated hospitality at the company's expense; the entire costs which their presence involves are the responsibility of those they accompany'. The speaker's family who were travelling with him/her had not received any hospitality from Daiichi-Sankyo or its agencies. While an airport transfer was booked for practical reasons to accommodate the speaker and his/her family in the same vehicle, the costs for this would be deducted from the overall expenses that were paid to the speaker. None of the speaker's family members attended the meetings.

Daiichi-Sankyo denied a breach of Clause 23.1. Clause 23.1 allowed health professionals to act as consultants for services such as speaking. A written contract was agreed before the commencement of the services, and the compensation was reasonable and reflected the fair market value for the services provided.

Daiichi-Sankyo submitted that it had maintained high standards and had not brought discredit upon, or reduced confidence in the pharmaceutical industry so there had been no breach of Clause 9.1 or 2.

Daiichi-Sankyo noted that the arrangements for this series of meetings was approved by Daiichi-Sankyo Inc which was the Daiichi-Sankyo affiliate based in the US. The company required engagements with US health professionals to be approved at Daiichi-Sankyo Inc level, based on US regulations.

In response to a request for further information Daiichi-Sankyo submitted that Daiichi-Sankyo Europe contracted the speaker to travel from the US to speak at a series of meetings aimed at health professionals first in the Republic of Ireland and then in the UK. The purpose of the meetings was to educate health professionals in order to optimise their anticoagulation management of patients. Daiichi-Sankyo Europe reimbursed the speaker for expenses incurred.

According to Daiichi-Sankyo, the speaker originally submitted expenses which was reviewed by Daiichi-Sankyo UK. Two deductions were made because the receipts indicated that expenditure was incurred for two or more people. An additional deduction was made for airport taxi costs incurred by Daiichi-Sankyo for the speaker and members of his/her family on arrival at the airport as stated in Daiichi-Sankyo's original response. The speaker accepted the amendments in full. Details of the expense claim by item and invoices were provided.

PANEL RULING

The Panel noted that the Code applied to the promotion of medicines to members of the United Kingdom health professionals and to other relevant decision makers. The Panel noted that the speaker was a US based health professional that was contracted by Daiichi-Sankyo's parent company, Daiichi-Sankyo Europe GmbH based in Germany, to speak at a series of meetings aimed at health professionals in the Republic of Ireland and the UK. Daiichi-Sankyo UK stated that it was involved in

planning discussions with its parent company and two agencies, regarding the arrangements for the speaker's meetings and travel in the UK. The Panel further noted that the speaker's expense claim was reviewed by Daiichi-Sankyo UK.

The Panel further noted that the supplementary information to Clause 1.11 Applicability of Codes stated that pharmaceutical companies must ensure that they comply with all applicable codes, laws and regulations to which they are subject. This was particularly relevant when activities/materials involved more than one country or when a pharmaceutical company based in one country was involved in activities in another country. Activities carried out and materials used by a pharmaceutical company located in a European country must comply with the national code of that European country as well as the national code of the country in which the activities took place or the materials were used. Activities carried out and materials used in a European country by a pharmaceutical company located in a country other than a European country must comply with the EFPIA Code as well as the national code of the country in which the activities were carried out and materials were used.

The Panel noted the UK nexus and considered that the UK Code applied to the speaker's arrangements in the UK. The Panel noted that Daiichi-Sankyo made no submission in this regard; it had not argued that the matter was outside the scope of the Code.

The Panel noted that Clause 22.1 stated, *inter alia*, that hospitality offered in association with meetings must not extend beyond health professionals and other relevant decision makers. The supplementary information stated that spouses and other accompanying persons, unless qualified as above, may not attend the actual meeting and may not receive any associated hospitality at the company's expense; the entire costs which their presence involves were the responsibility of those they accompany.

The Panel noted Daiichi-Sankyo's submission that the speaker's family who were travelling with him/her had not received any hospitality from Daiichi-Sankyo or its agencies. The Panel noted however, that the speaker requested that a van be booked for transfer from the airport to the hotel because he/she was travelling from Ireland into the UK with four family members. At the instruction of Daiichi-Sankyo Europe a minivan to transfer the speaker and his/her family to his/her hotel was booked. The Panel noted Daiichi-Sankyo's submission that when the speaker claimed for expenses (including flights which he/she booked himself and meals) the minivan cost would be deducted and only his/her meals and flights would be reimbursed. The Panel noted that the impression given by the arrangements was important and queried why the speaker was not required to pay the minivan cost upfront as he/she had done with flights and meals.

The Panel noted that Clause 23.1, which covered the use of consultants and the criteria the arrangements for such services needed to fulfil, stated, *inter alia*,

that health professionals and other relevant decision makers may be used as consultants and advisors, whether in groups or individually, for services such as speaking at and chairing meetings where such participation involves remuneration and/or travel. The Panel noted that whilst a minivan to transfer the speaker and his/her family to his/her hotel in June 2018 was booked and paid for by a third party on behalf of Daiichi-Sankyo, the cost of this transport was deducted from the speaker's expense claim and, therefore, no breach of Clause 23.1 was ruled. This ruling was not appealed by the complainant.

The Panel noted that the restaurant invoices provided with the speaker's expense claim included meals for more than one person. It appeared that the speaker's individual meals and drinks had been highlighted and it was only the cost of these that were claimed for and reimbursed. The Panel noted that whilst Daiichi-Sankyo had identified and deducted two payments because the expenditure appeared to be for two or more people, it had missed a third. It appeared that the cost of all of the drinks ordered (including two cokes and two teas) at a restaurant was reimbursed to the speaker despite the receipt indicating that more than one person dined. In the Panel's view it appeared that on the balance of probabilities Daiichi-Sankyo had therefore reimbursed the speaker for hospitality for his family and a breach of Clause 22.1 was ruled. This ruling was accepted by Daiichi-Sankyo.

The Panel noted that the speaker's expense claim was received and reviewed following receipt of this complaint and despite its awareness of the allegation, Daiichi-Sankyo had apparently reimbursed the speaker for hospitality for his/her family. The Panel considered that Daiichi-Sankyo had failed to maintain high standards and a breach of Clause 9.1 was ruled. This ruling was accepted by Daiichi-Sankyo.

The Panel noted its rulings and comments above but did not consider that the particular circumstances of this case were such as to warrant a breach of Clause 2 which was a sign of particular censure. No breach of Clause 2 was ruled. This ruling was appealed by the complainant.

APPEAL BY THE COMPLAINANT

The complainant stated that he/she was confused by the Panel's ruling and needed to read the clauses in more detail. At one point there was no breach of Clause 23.1 but later it stated this was 23.2. It must be Clause 23.1 as the complainant noted that he/she did not really complain about public disclosure of fees. The complainant alleged that he/she could not say much about Clause 23.1 anyway as he/she had not seen any contract or agreement. Was this withheld by the company?

The complainant alleged that there was discredit brought on the industry so he/she appealed the ruling of no breach of Clause 2. The complainant stated that he/she had been told that he/she could not bring family members to these kinds of meetings by other companies so he/she did not see why

Daiichi-Sankyo had different rules. By Daiichi-Sankyo's own admission it arranged transport for the family from the airport. Even if Daiichi-Sankyo ended up not paying for it after the expenses, it did organise and pay for it initially so surely this was hospitality? And did Daiichi-Sankyo only decide to do this after he/she complained? Did this not reduce confidence in the industry?

Clearly the speaker was dining out with his/her family as well; the complainant queried if the Appeal Board could be sure they were not included in these expenses? Already it was noted that some of their soft drinks were paid for. These might be matters of a few pounds but surely there was a principle to uphold. And how likely was it that the speaker used one hotel room paid for by the company whilst the rest of his/her family used another one, it was a double room after all?

The complainant alleged that the company had acted outside what it was allowed to do and there must be the same rules for all.

The PMCPA advised the complainant that its letter providing the outcome of the Panel's consideration contained an error. The Panel ruling in that letter correctly referred to the Panel's ruling of no breach of Clause 23.1, however, the penultimate paragraph of the letter referred, in error, to Clause 23.2 rather than Clause 23.1. The complainant was asked to clarify if he/she was appealing the Panel's ruling of no breach of Clause 23.1 and to provide any further detailed comments for appeal.

The complainant noted that he/she had read the clauses again including Clause 23.1 and could not see how this was relevant to the booking of the minivan for the family. Surely the minivan would fall under Clause 22.1 which stated that hospitality could not be provided to family members? So the complainant did not appeal the Panel's ruling of no breach of Clause 23.1, but the complainant thought this should be considered under Clause 22.1. Daiichi-Sankyo had provided drinks and the minivan to the family members. Even if Daiichi-Sankyo later recouped the cost of the van from the speaker, it should not have provided this hospitality in the first place.

The complainant noted that he/she had already given the reasons about why he/she was appealing Clause 2 above.

COMMENTS FROM DAIICHI-SANKYO

Daiichi-Sankyo noted that the complainant referred to the arrangements by Daiichi-Sankyo Europe of a mini-van to transport the speaker and his/her family from the airport to their hotel. However, the complainant had not appealed the Panel's rulings of no breach of Clause 23.1 in that regard, therefore Daiichi-Sankyo would not address the complainant's comments on the arrangements of the minivan in its response to this appeal.

Daiichi-Sankyo also noted that the complainant speculated about the arrangements for the speaker's accommodation. This matter had not

been raised in the initial complaint and it was not a matter that the Panel had considered, therefore Daiichi-Sankyo would also not address the complainant's comments regarding this matter.

Daiichi-Sankyo fully appreciated the complainant's concerns, the supplementary information to Clause 22.1 noted that, for spouses and other persons accompanying a health professional, the entire costs which their presence involved was the responsibility of those they accompanied; the Code did not prohibit such persons to accompany a health professional. Impression was of course a factor to also consider.

Daiichi-Sankyo submitted that the error pointed out by the Panel that it had reimbursed the speaker the cost of two cokes and two teas despite the receipt indicating that on the balance of probabilities more than one person dined, was a regrettable oversight. This oversight resulted in the breach of Clauses 22.1 and 9.1, which Daiichi-Sankyo wholeheartedly apologised for. Daiichi-Sankyo should have maintained a higher standard but had failed to do. Daiichi-Sankyo would take all possible steps to avoid similar breaches of the Code in the future.

Daiichi-Sankyo submitted that the Panel had awarded the maximum possible ruling of a breach of Clause 9.1. The circumstances of this case did not warrant a breach of Clause 2. Breaches of Clause 2 related to matters judged to have brought discredit to, and reduction of confidence in, the industry. The Clause 2 supplementary information stated the following:

'A ruling of a breach of this clause is a sign of particular censure and is reserved for such circumstances. Examples of activities that are likely to be in breach of Clause 2 include prejudicing patient safety and/or public health, excessive hospitality, inducements to prescribe, unacceptable payments, inadequate action leading to a breach of undertaking, promotion prior to the grant of a marketing authorization, conduct of company employees/agents that fall short of competent care and multiple/cumulative breaches of a similar and serious nature in the same therapeutic area within a short period of time.'

Daiichi-Sankyo submitted therefore that its regrettable oversight did not come under the category of, or warranted, a breach of Clause 2 which was a sign of particular censure. With this in mind, Daiichi-Sankyo urged the Appeal Board to uphold the Panel's ruling of no breach of Clause 2 regarding this matter.

FINAL COMMENTS FROM THE COMPLAINANT

The complainant was somewhat disappointed by Daiichi-Sankyo's response which stated that it was not addressing the provision of the minivan for the family of the speaker because the complainant had not appealed Clause 23.1. However, the complainant noted previously that he/she did not understand why this would be considered under Clause 23.1 – instead it seemed to be an issue of hospitality and should, therefore, be considered under Clause 22.1.

The complainant noted that Daiichi-Sankyo also stated that it would not address the accommodation issue because the complainant had not raised it in his/her initial complaint. The complainant stated that he/she knew nothing about the hotel or indeed the minivan until after he/she had complained, so these issues could not have been raised then. Now that the complainant had seen the responses from Daiichi-Sankyo, he/she should be able to ask more questions as part of the complaint.

The complainant alleged that Daiichi-Sankyo was using technicalities to avoid answering very legitimate questions about how it provided hospitality to family members of the speaker. The complainant enquired whether it was reasonable to think that the double room was only used for the speaker and not by his/her partner and why was the minivan provided for the whole family by Daiichi-Sankyo in the first place?

The complainant alleged that this went to the very heart of why big pharma got a bad name, as Daiichi-Sankyo had clearly been caught providing hospitality to the family members of the doctor, and now they were being obstructive in answering more questions about it. This most certainly reduced confidence in the industry which was why the complainant had appealed Clause 2.

The issue of confidentiality of the contract between Daiichi-Sankyo and the speaker was resolved by Daiichi-Sankyo agreeing that the PMCPA could provide the complainant with a redacted copy. The complainant was invited to make further comments on his/her appeal in relation to the redacted contract.

APPEAL FROM THE COMPLAINANT – REDACTED CONTRACT

The complainant noted that the contract had been heavily redacted and he/she was not even sure why Daiichi-Sankyo had bothered to provide this as it had cut out so much, it was meaningless. The complainant stated that Daiichi-Sankyo would want to take out the speaker's personal details, of course, but this level of redaction was absurd. Ironically even the section on transparency had been cut out.

The complainant noted that the only paragraph kept in stated that the speaker would be paid fees and expenses only to the extent agreed by the agreement. Elsewhere Daiichi-Sankyo had ticked transfers and catering/meals (organised by DSE only). The complainant assumed DSE stood for Daiichi-Sankyo Europe. The complainant alleged that Daiichi-Sankyo had admitted that it had provided transfers for the whole family, not just for the speaker. Daiichi-Sankyo had also submitted numerous receipts showing meals for more than one person which were clearly not organised by DSE. The complainant stated that it was obvious the speaker went with his/her family on these meals. Daiichi-Sankyo also ticked accommodation; the complainant questioned whether he/she could be sure that none of the family members used the speaker's room which the receipt stated was a double.

The complainant alleged that it appeared from the little of the contract Daiichi-Sankyo had chosen to reveal it had provided the speaker (and his/her family) more than agreed and he/she questioned what else was hidden in the redacted parts of the contract?

The complainant stated that he/she had never actually asked to see the contract in the first place, but now wondered what exactly Daiichi-Sankyo was trying to hide with so many redactions. This coupled with the obstructive nature of Daiichi-Sankyo's response to the appeal raised a lot of questions about this company and big pharma in general.

COMMENTS FROM DAIICHI-SANKYO – REDACTED CONTRACT

There were no further comments from Daiichi-Sankyo.

APPEAL BOARD RULING

The Appeal Board noted the importance of ensuring arrangements for fee for service activities for health professionals were carefully checked and that companies should have robust procedures in place in that regard. There was no prohibition in the Code regarding companies reimbursing health professionals when they made their own arrangements. Some companies did not permit this under their own policies and procedures. Similarly, some companies' policies prohibited accompanying persons when paying health professionals etc for fees for services. Whatever the individual arrangements companies needed to be confident that there was no breach of the Code. Contracts should clearly set out arrangements including what a company was prepared to pay for.

The Appeal Board noted that due to an error Daiichi-Sankyo had reimbursed the speaker for a proportion of the hospitality for his/her family and a breach of Clause 22.1 was ruled by the Panel which had also ruled a breach of Clause 9.1 in that high standards had not been maintained. The Appeal Board noted that Daiichi-Sankyo had allowed the speaker to make arrangements and pay for expenses to be later reimbursed. The Appeal Board considered that Daiichi-Sankyo should have carried out more robust checks and verification of the arrangements. The Appeal Board noted that external perception was important particularly if family members travelled with a health professional including when that health professional was fulfilling a fee for service commitment for a pharmaceutical company. However, despite these concerns the Appeal Board did not consider that the circumstances of this case were such as to warrant a breach of Clause 2 which was a sign of particular censure and it upheld the Panel's ruling of no breach of Clause 2. The appeal on this point was unsuccessful.

Complaint received 17 July 2018

Case completed 22 May 2019