

**CASE/0284/09/24**

## **VOLUNTARY ADMISSION BY SANOFI**

**Voluntary admission regarding provision of Olympics tickets to patients**

### **CASE SUMMARY**

**This voluntary admission case was in relation to tickets for the Olympic and Paralympic games 2024 that Sanofi had provided to patients, via a patient organisation.**

**The outcome under the 2021 Code was:**

<b>Breach of Clause 2</b>	<b>Bringing discredit upon, and reducing confidence in, the pharmaceutical industry</b>
<b>Breach of Clause 3.5</b>	<b>Providing gifts for personal benefit to individuals associated with a patient organisation</b>
<b>Breach of Clause 5.1</b>	<b>Failing to maintain high standards</b>

**This summary is not intended to be read in isolation.  
For full details, please see the full case report below.**

### **FULL CASE REPORT**

Sanofi made a voluntary admission.

#### **VOLUNTARY ADMISSION**

The voluntary admission wording is reproduced below:

“We are writing to voluntarily report to you an issue identified with a Global Sanofi interaction with UK Patients.

Sanofi takes its obligation under the Code seriously and is concerned to have identified this issue. A full investigation is ongoing, and actions will be taken, with immediate effect, to ensure learning across the organisation to prevent any possible repetition and emphasise the importance of adherence to the ABPI code for global as well as UK Sanofi colleagues. However, in the spirit of the code we wish to inform the PMCPA of the issue, while the investigation is ongoing.

Sanofi UK has become aware that the Global affiliate provided a total of 21 tickets to UK based [named medical condition] patients to attend the Olympic and Paralympic games. The patient names were collated by a UK based patient organisation that were then sent to Sanofi and the tickets were then distributed directly to the patients via the Paris 2024 official app.

The UK team became aware of this issue when our Transparency department was approached by the Global team requesting information on how they would disclose the tickets in the UK. The matter was duly passed to our HealthCare Compliance team and an investigation into this issue has started, which is currently ongoing, due to global and local holidays during August.

Sanofi acknowledges that, whilst clause 3.5\* of the ABPI 2021 code focuses on HCPS/ORDMs and organisations, rather than patients, and from the investigation to date, this appears to be an isolated incidence, we believe that, in the spirit of the code, a breach of Clause 3.5 has occurred, as well as representing a breach of high standards i.e. Clause 5.1 of the 2021 ABPI code.

\*Clause 3.5 of the 2021 ABPI code - Gifts for personal benefit (such as sporting or entertainment tickets, social courtesy gifts) are prohibited and must not be given, either directly or indirectly, to any individual health professional, other relevant decision maker or individual associated with a healthcare organisation or patient organisation.

We will provide further information upon completion of the full investigation and in line with receipt of formal documentation from the PMCPA.”

When writing to Sanofi, the PMCPA asked it to consider the requirements of Clauses 2, 3.5 and 5.1 of the 2021 Code and provide any further comments.

## **SANOFI’S FURTHER INFORMATION**

The response from Sanofi is reproduced below:

“Sanofi takes its obligation under the Code very seriously and is concerned to have identified this issue and has conducted a full investigation into the matter at hand.

### **Issue:**

Sanofi UK became aware that a team from its Global company had provided 21 tickets to UK based [named medical condition] patients and their carers/families to attend the Olympic and Paralympic games. The names were collated by a UK based patient organization, the [named patient organisation], that were then sent to Sanofi and the tickets were distributed directly to the patients/carers/family members via the Paris Olympics 2024 official app.

In our reporting letter dated 2<sup>nd</sup> September 2024, Sanofi acknowledged this as a breach of Clause 3.5 of the ABPI 2021 code. Whilst Clause 3.5 focuses on healthcare professionals, other relevant decision makers and organisations rather than patients, and, following an investigation can confirm this was an isolated incidence, we believe that, in the spirit of the code, a breach of Clause 3.5 has occurred. We also consider that this represents a breach of high standards i.e. Clause 5.1 of the 2021 ABPI code. Your letter, dated 2<sup>nd</sup> September 2024, also requested that Sanofi bear in mind Clause 2 of the 2021 ABPI code also.

### **Investigation:**

The investigation endeavoured to not only focus on the specific issue but to understand if there had been other instances of Olympic/Paralympic tickets having been given to any other patients in the UK, which had not yet been reported, and identify any actions that should be taken to help prevent reoccurrence. Sanofi employees from the UK and Global companies were interviewed, including those who organised for the tickets to be provided to patients.

**Responses:**

Following the conclusion of our investigation, the answers to the questions detailed in your letter of the 2<sup>nd</sup> September 2024 are below:

Details of the tickets provided, the associated value and whether any other gifts were provided in association with the tickets e.g. hospitality, travel, accommodation.

Sanofi has found evidence that it provided twenty-one tickets (6 for an Olympics basketball game and 15 for a Paralympics swimming event) to 21 UK based patients and their carers/families. The total value of all of the tickets was €2,190 (approximately £1,825). No other gifts were provided in association with the tickets and there was no offer of hospitality, travel or accommodation. All those who were offered tickets needed to make their own way to the event and cover all other costs.

Our investigation has confirmed that no other UK patients were offered tickets to either the Olympics or Paralympics and this was an isolated incident.

Details of the individuals in receipt of the tickets and their affiliations (if any) with UK patient organisations

Sanofi is unable to provide you with names of individuals due to Data Privacy laws, however as part of this investigation Sanofi have independently confirmed that none of the ticket recipients were board members, steering committee members, trustees or employees of [named patient organisation], nor were they healthcare professionals or other relevant decision makers.

Details of the selection process used to identify and select the individuals and the relevant communications with the individual recipients and affiliated UK patient organisations

As part of Sanofi's corporate sponsorship of the Olympics and Paralympics 2024, Sanofi had a quantity of tickets to various events at the Olympics and Paralympics. The selection of organisations in France to receive tickets was managed by the Global Corporate Social Responsibility team.

The Global Corporate Affairs team for Vaccines wished to offer tickets to patients via [named patient organisation], a patient organisation with which they had been collaborating on a global project aimed at raising awareness of the burden of disease of the condition for over a year. Following discussions at Global level, a decision was made to ask the Global Corporate Social Responsibility team if tickets could be made available to these patients. This request was granted, and the Global Corporate Social Responsibility team shared with the Global Corporate Affairs team for Vaccines the strict

terms and conditions under which tickets could be provided. These conditions included that the tickets could not be provided to:

- Employees or board members of the patient organization,
- A health professional (including students intending to pursue a health profession) as well as associations bringing together these people;
- A civil servant or agent of the State, local authorities and their public establishments;
- A civil servant or agent of any administrative authority who develops or participates in the development of a health or social security policy, or who holds administrative police powers.

The terms and conditions were shared with [named patient organisation] via email and they accepted them via the acceptance of the action of identifying patients and their carers/family members to offer tickets too. Sanofi had no direct contact with any patient. Patients were contacted by [named patient organisation] and Sanofi's understanding is that if a patient did want to accept a ticket, [named patient organisation] completed their details in a spreadsheet, which had been provided to them by Sanofi. This spreadsheet was then sent back to Sanofi who coordinated the ticketing process via the Paris 2024 official Olympic ticket app.

Due to the process for French organisations and terms and conditions put in place by the Global Corporate Social Responsibility team; the Global Communications and Corporate Affairs team believed they were following the correct and compliant process. In doing so, they failed to reach out to the UK team to check if the provision of tickets to patients was aligned to UK ABPI Code requirements.

The UK became aware of this situation when the Global team reached out to the UK transparency team to ask how to record this transfer of value. Sanofi would like to emphasise that no evidence was found to show that the provision of tickets to UK patients was done for any other reason than to share in the enjoyment of the Olympics and the Paralympics. Sanofi believes this to be an isolated failure in process at Global level, as those who were involved in the decision to offer tickets to UK patients, felt they had followed a compliant process.

Sanofi would also like to highlight that [named patient organisation] did not benefit from the provision of tickets themselves and no transfer of value occurred to them. [named patient organisation] acted as a facilitator in the identification of patients only. Sanofi acknowledges that while Clause 3.5 prohibits gifts for a personal benefit to a number of named individuals, the wording of the clause does not include patients or members of the public. Sanofi has taken the decision to provide a voluntary admission due to the fact that terms and conditions were shared with [named patient organisation] and therefore a contractual relationship could be construed from that, and that this has occurred because the Global team did not consult with the local team before commencing to offer to the tickets. Sanofi also believes that the voluntary admission was needed, in the spirit of the Code.

In conclusion, while Sanofi acknowledges the breach of Clauses 3.5 and 5.1 (as per our original letter), and that this was a genuine, isolated error, Sanofi does not believe that this reaches the standard needed to be a breach of Clause 2.

**Actions taken by Sanofi:**

While this has been confirmed as an isolated error, following this investigation, below are the actions that have been initiated and currently ongoing:

- That the Global Communications and Corporate Affairs team are retrained on the relevant aspects of the ABPI Code of Practice requirements, and a yearly reminded training plan is established; and
- That the matter is being referred to Sanofi's human resources team for consideration of disciplinary action

To reiterate, Sanofi does take its obligations under the Code very seriously and is concerned to have identified this, albeit isolated, issue. The above-mentioned actions will support learning across the organisation to prevent possible recurrence and emphasize the importance of adherence to the ABPI code."

**PANEL RULING**

This voluntary admission case was in relation to tickets for the Olympic and Paralympic games that Sanofi had provided to patients, via a patient organisation.

Sanofi wrote to the PMCPA to acknowledge that it had discovered that 21 tickets (six for an Olympics basketball game and 15 for a Paralympics swimming event) had been provided to UK-based patients and their carers and families. This had been arranged through Sanofi's Global Communications and Corporate Affairs team who had not consulted with the UK team to ensure compliance with the ABPI Code.

The arrangement involved Sanofi providing the patient organisation with a spreadsheet. The patient organisation then contacted selected patients who would be eligible for tickets and, if they accepted the tickets, the patient organisation inserted their details into that spreadsheet. Sanofi used this spreadsheet to coordinate the ticketing process via the Paris 2024 official Olympic ticket app. It was not clear to the Panel from Sanofi's submission on what basis the patients had been selected.

However, the Panel acknowledged Sanofi's submission that:

1. the recipients of the tickets had no formal role (e.g. a board member or employee) at the patient organisation, and were not healthcare professionals or other relevant decision makers,
2. the gift was limited to the tickets; there was no associated hospitality, travel or accommodation provided, and
3. Sanofi's internal investigation had not revealed any similar incidents.

Clause 3.5

Although Clause 3.5 does not refer expressly to the provision of gifts to patients, the Panel considered that this clause did apply in the specific circumstances of this case. The relevant extract of Clause 3.5 upon which the Panel relied, was:

*“Gifts for personal benefit (such as sporting ... tickets) are prohibited and must not be given, either directly or indirectly, to any ... individual associated with a ... patient organisation.”*

The Panel concluded that the patient organisation was sufficiently involved in this arrangement by identifying the patients that could benefit from the tickets and facilitating the relationship between Sanofi and those patients to allow the tickets to be claimed. Sanofi would not have been able to identify the recipients for these tickets without this tripartite relationship between (i) Sanofi who provided the gift, (ii) the patient organisation, and (iii) the patients that were associated with that patient organisation. Although the patient organisation did not receive any direct financial benefit itself, in the circumstances of this case, the Panel nevertheless considered these patients to be individuals ‘associated with a patient organisation’ for the purposes of Clause 3.5.

The Panel therefore ruled a **breach of Clause 3.5**, as acknowledged by Sanofi.

#### Clause 5.1

The Panel considered that it was clear that Sanofi had failed to maintain high standards in this case, in particular by the failure of the global team to engage with the UK team to ensure compliance with the ABPI Code in matters relating to gifts. The Panel ruled a **breach of Clause 5.1**, as acknowledged by Sanofi.

#### Clause 2

The Panel considered that Clause 2 was a sign of particular censure and reserved for such use. The Panel took account of the fact that:

1. The provision of the tickets did not appear to be linked to the use of any Sanofi medicine or vaccine,
2. the recipients of the tickets were not in roles, such that they could make prescribing decisions about Sanofi medicines, and
3. this appeared to be an isolated incident.

Nevertheless, in the Panel’s view, the overall impression of Sanofi paying for tickets for patients, via a patient organisation, was one which would likely have a negative effect on the reputation of the pharmaceutical industry. This was particularly so in relation to a high profile event such as the Olympics and Paralympics where tickets were in demand. The Panel also considered that there had been a breakdown in governance within Sanofi in that the UK team had not been involved from the start, which led to a failure to consider the requirements of the Code in relation to the provision of gifts.

On balance, the Panel considered that the threshold for bringing discredit upon the industry had been reached in this case, and therefore ruled a **breach of Clause 2**.

**Complaint received**      **2 September 2024**

**Case completed**        **29 April 2025**