

ANONYMOUS, NON-CONTACTABLE v MERCK SHARP & DOHME

Diabetes meeting sponsorship

An anonymous, non-contactable complainant complained about Merck Sharp & Dohme's involvement in a study day for community diabetes nurses.

The complainant alleged that all of the speakers were paid by Merck Sharp & Dohme. However, nowhere on the agenda was it clearly stated that this was fundamentally a Merck Sharp & Dohme meeting. Whilst it appeared as though the meeting was organized by the local community diabetes nurses, the complainant alleged that it was organised by Merck Sharp & Dohme and requested an investigation with a view to ensuring all future meetings were clear and transparent with regard to pharmaceutical company input.

The detailed response from Merck Sharp & Dohme is given below.

The Panel noted that the complainant had provided no evidence to support his/her allegations and could not be contacted for more information.

The Panel noted that the community diabetes nurses study day was not a Merck Sharp & Dohme meeting as alleged. A letter from Merck Sharp & Dohme to the meeting organisers which set out the terms of agreement for sponsorship, clearly stated that payment was for stand space. Further, the company considered that the amount paid for stand space was fair. Merck Sharp & Dohme had not organised the meeting or paid the speakers as alleged. The invitation/agenda clearly listed the meeting sponsors, of which Merck Sharp & Dohme was one.

The Panel considered that there was no evidence to support the complainant's allegations and no breach of the Code was ruled including no breach of Clause 2.

An anonymous, non-contactable complainant complained about Merck Sharp & Dohme Limited's involvement in a study day for community diabetes nurses. The complainant provided a copy of the invitation and agenda for the meeting.

COMPLAINT

The complainant submitted that he/she was not happy about the meeting for several reasons. The main reason was that all of the speakers were paid by Merck Sharp & Dohme to, the complainant believed, the sum of approximately £8,000. However, nowhere on the agenda was it clearly stated that this was fundamentally a Merck Sharp & Dohme meeting. The complainant submitted that he/she would not have gone if he/she had

known. Secondly, it appeared as though the meeting was organized by the local community diabetes nurses. The complainant alleged that this was not true. It was organised by Merck Sharp & Dohme. The complainant queried why, if the meeting was organised by Merck Sharp & Dohme, and all the speakers were paid by Merck Sharp & Dohme, this was not made clear.

The complainant requested that the meeting be investigated with a view to ensuring all future meetings were clear and transparent with regard to pharmaceutical company input.

When writing to Merck Sharp & Dohme, the company was asked to consider the requirements of Clauses 2, 9.1, 9.10 and 22.4 of the Code.

RESPONSE

Merck Sharp & Dohme noted that the meeting, entitled 'Treat yourself – Boost your confidence in managing type II diabetes', was conceived, organised, arranged and run by the community diabetes nurses group. Merck Sharp & Dohme submitted that in that regard the meeting was a third party meeting ie one that had no organisational involvement from the company and was independently conceived, administered and held.

Merck Sharp & Dohme explained that the community diabetes nurses group asked the local representative for sponsorship to pay for the speakers and to pay them directly. The representative declined as, under PMCPA guidance and internal standard operating procedures, this would make the meeting a company meeting and advised that Merck Sharp & Dohme would only be able to sponsor stand space. As such, the company paid fair market value (amount stated) for stand space only with the understanding that this was an independent, third party meeting. Merck Sharp & Dohme had no involvement in the organisation or content of the meeting or selection of speakers. Merck Sharp & Dohme noted that a number of other pharmaceutical companies also sponsored the event and had promotional stands at the meeting.

Three local representatives attended the meeting to staff the stand but had no other role in the meeting. The agreement between the community diabetes nurses group was covered in a sponsorship agreement which was signed by the nurses on 7 April 2016. This agreement contained the specific instruction to the third party to declare the involvement of Merck Sharp & Dohme on all papers relating to the meeting. A copy of the agreement was provided.

Merck Sharp & Dohme stated that as it did not organise the meeting, and was one of a number of stand sponsors, the company believed it was the organiser's responsibility to add an appropriate declaration of sponsorship to its invitation. Further, it was clear on the last page of the invitation that Merck Sharp & Dohme was one of a number of pharmaceutical companies which sponsored this independent meeting. As a result, Merck Sharp & Dohme considered that the sponsorship arrangements for this meeting met the requirements of Clauses 9.10 and 22.4.

Merck Sharp & Dohme explained that the invitations to the study day were sent by the community diabetes nurses group; the company had no role in selecting or inviting delegates or in the production of the invitations or their distribution. The invitation correctly made it clear that the meeting was a community diabetes nurses meeting.

Merck Sharp & Dohme noted that the community diabetes nurses ran similar third party meetings once or twice a year. Merck Sharp & Dohme had no influence on the creation of the meeting, its content, choice of speakers or organisation of the meeting. Merck Sharp & Dohme did not contact the speakers before the meeting or contact or brief them in any way.

Merck Sharp & Dohme was not clear where the £8,000 quoted by the complainant came from. Merck Sharp & Dohme paid significantly less than that for exhibition space and had not been involved with the selection and payment of the speakers, or the content of the meeting. The community diabetes nurses group used this money to fund part of the meeting which might have included payment to speakers, but this was done as part of an arm's length agreement without Merck Sharp & Dohme involvement.

In conclusion, Merck Sharp & Dohme stated that it did not organise or have involvement in the organisation of the meeting. Merck Sharp & Dohme sponsored stand space at fair market value and the

invitation made it clear that Merck Sharp & Dohme was one of a number of pharmaceutical companies to sponsor the meeting. For these reasons, Merck Sharp & Dohme did not consider there to be a breach of Clauses 2, 9.1, 9.10 or 22.4.

PANEL RULING

The Panel noted that the complainant was anonymous and non-contactable. The Constitution and Procedure for the Prescription Medicines Code of Practice Authority, stated that anonymous complaints would be accepted but that like all other complaints, the complainant had the burden of proving his/her complaint on the balance of probabilities. All complaints were judged on the evidence provided by the parties. The complainant had provided no evidence to support his/her allegations and could not be contacted for more information.

The Panel noted that the complainant had alleged that the community diabetes nurses study day was effectively a Merck Sharp & Dohme meeting. This was not so. The letter from Merck Sharp & Dohme to the meeting organisers which set out the terms of agreement for sponsorship, clearly stated that payment was for stand space. Further, the company considered that the amount paid for stand space was in line with fair market value. Merck Sharp & Dohme had not organised the meeting or paid the speakers as alleged. Page 6 of the invitation/agenda clearly listed the meeting sponsors, of which Merck Sharp & Dohme was one.

The Panel considered that there was no evidence to support the complainant's allegation that Merck Sharp & Dohme had not been transparent with regard to its involvement in the community diabetes nurses study day at issue or that it had it paid for the speakers as alleged. No breach of Clauses 2, 9.1, 9.10 and 22.4 were ruled.

Complaint received **18 April 2016**

Case completed **10 May 2016**