

**ANONYMOUS, NON CONTACTABLE v JANSSEN and NAPP****Venue for promotional meeting**

An anonymous, non-contactable complainant, who described him/herself as a health professional, complained about the venue for a forthcoming meeting organised to promote Invokana (canagliflozin) for use in type 2 diabetes. The invitation referred to Janssen-Cilag and Napp Pharmaceuticals and so the matter was taken up with both companies. The meeting was entitled 'A Practical Guide to Manage Type 2 Diabetes and its Complications'. It was held in December 2016 at a named restaurant.

The meeting started at 18.30 with registration and buffet dinner and the educational part of the meeting started an hour later. There were two speakers and the meeting concluded with 15 minutes for questions and closed at 21.30.

The complainant stated that he/she had received the invitation and was concerned that the venue was not appropriate; the venue and cuisine would be the main attraction for attending the meeting and not the educational content. The group of restaurants was world renown [sic]. The complainant provided screenshots from the restaurant website which featured celebrity endorsements.

The detailed response from Janssen is given below.

**Case AUTH/2915/12/16**

The Panel noted from the screenshots provided by the complainant that the celebrity endorsements were in relation to the restaurant used rather than others in the restaurant chain as submitted by Janssen. Similar celebrity endorsements appeared on the hotel website where the restaurant in question was located.

The Panel considered that the cost of the subsistence (food and drinks) at £48.88 per health professional attendee was on the limits of acceptability for a buffet at an evening meeting lasting two hours.

The Panel noted the meeting arrangements and the numbers invited. There was no description in the meeting invitation about the venue but it was likely it would be known by the invitees. It was not unexpected that the website for a restaurant would be very positive about the food and facilities offered. The Panel noted Janssen's submission that the venue was centrally located for attendees. Taking all the circumstances into account, the Panel considered that although the venue was on the limits of acceptability its use for the meeting in question did not amount to a breach of the Code and it ruled accordingly. Given this ruling the Panel did not consider that the company had failed to maintain high standards or had brought discredit upon or reduced confidence in the pharmaceutical industry. Thus the Panel ruled no breaches of the Code including Clause 2.

**Case AUTH/2916/12/16**

The Panel noted that Napp had not provided a separate response. Janssen stated that although the companies co-promoted Invokana, the meeting in question was a Janssen only meeting. The Panel was concerned that Napp's logo appeared on the invitation and considered that if the meeting was nothing to do with Napp then its name should not appear on the invitation. However, according to Janssen, Napp had had nothing to do with the meeting. The Panel therefore ruled no breaches of the Code including Clause 2.

An anonymous, non-contactable complainant, who described him/herself as a health professional, complained about the venue for a forthcoming meeting organised to promote Invokana (canagliflozin) for use in type 2 diabetes. The invitation referred to Janssen-Cilag Ltd and Napp Pharmaceuticals Limited and so the matter was taken up with both companies. The meeting was entitled 'A Practical Guide to Manage Type 2 Diabetes and its Complications'. It was held in December 2016 at a named restaurant.

According to the invitation the meeting started at 18.30 with registration and buffet dinner with the Chair speaking at 19.30 followed by two presentations each of 45 minutes; 'Hot topics in Management of Type 2 Diabetes' and 'Practical case study presentations addressing common management issues of Type 2 Diabetes'. The meeting concluded with 15 minutes for questions and closed at 21.30.

**COMPLAINT**

The complainant stated that he/she had received the invitation and was concerned that the venue choice for the meeting was not appropriate; the venue and cuisine would be the main attraction for attending the meeting and not the educational content. The group restaurants were world renown [sic]. The complainant provided screenshots from the restaurant website which featured a number of celebrity endorsements.

In writing to Janssen and to Napp, the Authority asked them to bear in mind the requirements of Clauses 22.1, 9.1 and 2 of the Code.

**RESPONSE**

Janssen submitted that the meeting was arranged to provide local primary care health professionals across the location with an opportunity to learn more around the topic 'A Practical Guide to Managing Type 2 Diabetes and its Complications' delivered by reputable local opinion leaders from primary and secondary care, as well as learn more about Invokana.

## 1 Educational content

Janssen stated that the purpose of the meeting was to give health professionals an opportunity to learn about advances in the management of type 2 diabetes in adults, to discuss treatment options with leading experts in the area by using pre-approved case studies and share their experiences. They could also learn more about how Invokana could be used in the treatment pathway.

The speakers were chosen from the same geographic area as the attendees. The Chair ran annual diabetes educational events, the speakers were local consultants and would provide local insights and knowledge sharing to attendees. The educational offering was clearly and prominently described in the invitation/agenda.

The meeting provided two hours of educational content from three locally respected experts, and one hour of buffet meal was provided as subsistence for an evening meeting.

Janssen submitted that this meeting presented a tremendous opportunity for invitees to advance their knowledge in the management of adults with type 2 diabetes with (1) the topics presented in the meeting, (2) the opportunity to meet and ask questions of local experts, (3) to share experiences amongst attendees and (4) the opportunity to discuss management decisions using case studies. Furthermore, the educational offering was clearly and prominently described in the invitation/agenda whereas the venue was only mentioned once without any description. Hence, the educational offering was the absolute core and only reason for invitees to join this meeting, not the subsistence offered as alleged by the complainant.

## 2 Meeting venue

Janssen submitted that the venue was secondary to the meeting content. The venue choice took into account the distance travelled by those invited and the speakers/Chair of the meeting. The venue was suitably located.

Details of three other venues which were reviewed as part of the venue selection process but rejected on the grounds of traffic and room rental charges were provided.

The venue selected offered a private meeting room for the presentations, a separate area in the restaurant for food prior to the start of the lectures, free parking and cost-effective catering. It was also suitably located for the attendees the majority of who travelled an average of 7 to 8 miles to attend.

The venue was part of a restaurant group, and did not have any prestigious award such as a Michelin star or AA Rosette. The hotel, within which the restaurant was situated, did not have any significant awards and was a 3 star hotel.

The venue did not charge for room hire and the estimated pre-event cost per head was £33.33 (excluding beverages). This was included as part

of the internal review process with an estimated 60 health professional attendees and 3 health professional speakers which gave a pre-event health professional cost estimate of £2,100.

The final event cost for catering and beverages provided on the evening was £2,508. Included in this final cost were 3 Janssen account managers, 3 health professionals speakers and 46 health professionals attendees. In addition, 8 health professionals were unable to attend on the night which meant that the final catering cost per health professional was slightly more than originally estimated.

The total cost of the meeting including catering and beverages, but excluding the Janssen attendee catering costs (3 x £37.50), was £2,395.50 (catering, £2,100 plus beverages, £295.50). This gave a cost per health professional (that attended) of £48.88, well within the limits of the Code.

Attendees were invited based on their locality (CCG) and were invited by Janssen account managers only following engagement with them in person. In addition to the invitation, which contained a detailed agenda, attendees were also provided with a promotional leavepiece and an event feedback form.

The event was approved in line with the company internal review standards. All speaker contracts were signed and returned ahead of the scheduled event. Speakers were selected due to their expertise, relevance and were paid in line with fair market value.

Janssen submitted that at no point did it provide a link to, or make reference to, the venue website which had been updated subsequent to the date of the meeting approval, execution and complaint itself.

Janssen addressed the concern raised in relation to the previous version of the website however, it maintained the same applied to the current website.

Janssen submitted that the pictures and comments on the website regarding endorsement of the venue did not refer to the restaurant in question. These referred to the restaurants in other locations. This had been confirmed by a director for the restaurant chain, who clarified that 'None of the people mentioned in the testimonials have visited the [location] restaurant or have made any specific reference to [it]'.

## Conclusion

Janssen submitted that it took the Code extremely seriously and upheld the principle that promotional meetings must be held in appropriate venues conducive to the main purpose of the event and that hospitality must be secondary to the purpose of the meeting.

Janssen submitted that it had demonstrated that:

- 1 The educational offering provided at the promotional meeting in question was clear in the invitations and was the core and only attraction to the meeting and provided local health

professionals with an opportunity to advance their knowledge in the management of type 2 diabetes via the topics discussed, by meeting local experts and discussing different treatment options.

- 2 The venue selected was appropriate based on the local geography and dietary requirements of the attendees (approximately 40 health professionals attendees were Muslim, requiring halal food), was well within the Code limits and was held in a private meeting/dining space away from the public. Janssen stressed that the website endorsements referenced by the complainant did not relate to the venue used.
- 3 The venue and subsistence provided was modest, secondary to the high quality educational content and well within the Janssen compliance framework and the Code. Therefore, Janssen refuted a breach of Clause 22.1.

The Janssen promotional meeting maintained a high standard and therefore the company refuted a breach of Clause 9.1.

The company stated that it had demonstrated that the basis of this complaint was unfounded and Janssen had not brought the pharmaceutical industry into disrepute, therefore it had not breached Clause 2.

Janssen stated that whilst it and Napp promoted Invokana in partnership in the UK, this event was sponsored, organised and delivered by Janssen only. Napp therefore did not submit a separate response.

#### **Case AUTH/2915/12/16**

##### **PANEL RULING**

The Panel noted that the complainant was anonymous and non-contactable. The Constitution and Procedure 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 could not be contacted for more information.

The Panel noted the downloaded screenshots about the restaurant provided by the complainant. It was clear from the material provided that the quotations and comments about the food were in relation to the restaurant rather than the other restaurants in the chain as submitted by Janssen. Similar comments appeared on the hotel website for the restaurant. The comments from named individuals including the Queen and prominent politicians were extremely positive.

The Panel noted that Clause 22.1 stated that the costs involved in providing subsistence must not exceed the level which recipients would normally adopt when paying for themselves. The supplementary

information to Clause 22.2, Maximum Cost of a Meal, stated that the maximum cost of a meal of £75 plus VAT and gratuities (or local equivalent) would only be appropriate in very exceptional circumstances such as a dinner at a residential meeting for senior consultants or a learned society conference with substantial educational content. The supplementary information to Clause 22 was clear that venues for meetings needed to be appropriate and conducive to the main purpose of the meeting. It should be the educational content that attracted delegates and not the associated hospitality or venue.

The Panel considered that the cost of the subsistence (food and drinks) at £48.88 per health professional attendee was on the limits of acceptability for a buffet at an evening meeting lasting two hours. It did not agree with Janssen that it was well within the limits in the Code given the type of event that was considered appropriate to justify the maximum cost of £75 plus VAT. The requirements of the Code were more than just the cost of subsistence.

The Panel noted the meeting arrangements and the numbers invited. There was no description in the meeting invitation about the venue but it was likely it would be known by the invitees. It was not unexpected that the website for a restaurant would be very positive about the food and facilities offered. The Panel noted Janssen's submission that the venue was centrally located for attendees. Taking all the circumstances into account, the Panel considered that although the venue was on the limits of acceptability its use for the meeting in question did not amount to a breach of Clause 22.1 of the Code and it ruled accordingly. Given this ruling the Panel did not consider that the company had failed to maintain high standards or had brought discredit upon or reduced confidence in the pharmaceutical industry. Thus the Panel ruled no breach of Clauses 9.1 and 2 of the Code.

#### **Case AUTH/2916/12/16**

##### **PANEL RULING**

The Panel noted that Napp had not provided a separate response. Janssen had stated that although the companies promoted the product in partnership the meeting in question was a Janssen only meeting. The Panel was concerned that Napp's logo appeared on the invitation and considered that if the meeting was nothing to do with Napp then its name should not appear on the invitation. However according to Janssen, Napp had had nothing to do with the meeting. The Panel therefore ruled no breach of Clauses 22.1, 9.1 and 2 of the Code.

**Complaint received**                      **12 December 2016**

**Case completed**                              **20 January 2017**