

ANONYMOUS v CAMURUS

Inappropriate hospitality

An anonymous, non-contactable individual complained about the provision of hospitality by representatives of Camurus Ltd at the Lisbon Addictions 2019 Conference in October 2019.

The complainant stated that Camurus took one of his/her colleagues to a football match and entertained him/her during the evening with no intention of education involved. The complainant found it very unprofessional of the company, particularly as this was not an invitation to everyone in the room. The complainant stated that these sorts of activities put the industry into disrepute and was not something that he/she wanted the NHS to be associated with.

The detailed response from Camurus is given below.

The Panel noted that two Camurus UK representatives attended a Champions League football match in Lisbon on 23 October 2019 along with a UK health professional after one of the representatives informally agreed with the health professional to go together as both were planning to attend. The second representative's account was not entirely consistent with that of the first representative. The Panel noted that, according to both representatives, the health professional purchased three tickets at the door. Each representative subsequently reimbursed the health professional for their own ticket only although it was of concern that the exact cost of the tickets purchased was unknown and there was a discrepancy between the amount each representative paid the health professional. The Panel noted Camurus' submission that its investigation of the expense claims and the interviews with its representatives indicated that the company did not pay for anyone to attend the football match and no Camurus employees or contracted staff invited any health professionals to attend the match; the idea to attend the match originated from the health professional. The representatives' accounts were not entirely consistent with this latter point. The Panel queried whether it would have been clear to third parties or to those health professionals who had not attended the football match that it was not a formal company event and that the representatives had only paid for themselves and had not claimed expenses back from the company. The Panel noted, however, that according to one of the representatives, hospitality purchased by a representative on the evening of the football match included two drinks each for him/herself, the other representative and for the health professional.

The Panel noted that whilst there was no evidence that Camurus had paid for the health professional's attendance at the football match, the poor impression given by two Camurus representatives attending the Champions League football match with the UK health professional was important and it appeared that the health professional was also provided with hospitality after the football match at the hotel bar at a cost to Camurus.

Taking all the circumstances into account, the Panel did not consider that the hospitality provided on 23 October 2019 was secondary to the main purpose of an educational event, ie subsistence only. The level was not appropriate and was out of proportion to the occasion. Breaches of the Code were ruled including that high standards had not been maintained.

The Panel noted its comments and rulings above, in particular the poor impression given by attending a Champions League football match with a UK health professional whilst attending an international meeting and subsequent hospitality. The Panel noted that hospitality provided in particular at international meetings attracted much public scrutiny and given the poor impression given by the arrangements considered, on balance, that Camurus had brought discredit to, and reduced confidence in, the pharmaceutical industry a breach of Clause 2 of the Code was ruled.

An anonymous, non-contactable individual complained about the provision of hospitality by representatives of Camurus Ltd at the Lisbon Addictions 2019 Conference which was organised by the International Society of Substance Use Professionals in Lisbon, Portugal from 23-25 October 2019.

COMPLAINT

The complainant stated that Camurus took one of his/her colleagues to a football match and entertained him/her during the evening with no intention of education involved. The complainant stated that he/she had witnessed this and found it very unprofessional of the company, particularly as this was not an invitation to everyone in the room.

The complainant stated that he/she was made aware that one of the directors had singled out and invited a key clinician from the meeting to the football that was on during the evening where all the evening entertainment was provided by Camurus. The complainant stated that these sorts of activities put the industry into disrepute and was not something that he/she wanted the NHS to be associated with.

When writing to Camurus, the Authority asked it to consider the requirements of Clauses 22.1, 9.1 and 2 of the Code.

RESPONSE

Camurus provided details about the UK company and its employees and its presence and activities at the Addictions 2019 conference and another relevant conference which would take place on the two preceding days (21-22 October) at the same venue (2nd European Conference on Prison Health organised by Health Without Barriers and arrangements for an advisory board to which the UK would invite health professionals. It was agreed which two Camurus UK staff would attend the two meetings.

In addition to these UK staff members (details provided), two Camurus UK representatives would attend the conferences and again details were provided. As in the end only two health professionals would attend, an earlier plan to have a delegate dinner on 23 October was discarded. Therefore, no delegate dinners were planned for the UK health professionals in relation to conference sponsorship over and above the dinner held in association with the

advisory board meeting on 22 October. The final list of Camurus attendees and health professionals was provided.

Camurus Ltd stated that its review of the documentation in relation to the Lisbon meeting and conference arrangements confirmed that no entertainment, specifically no attendance at a football match, was included as part of the arrangements. The company further sought to clarify whether any Camurus staff and/or UK health professionals had attended a football match by initially reviewing the expense claims of the Camurus UK representatives and UK health professionals attending the meeting and interviewing the Camurus UK representatives that had attended the conferences. No claims related to any entertainment, including football matches, were identified from Camurus UK representatives or the health professionals.

One of the two Camurus UK representatives who attended the conferences confirmed that he/she attended a football match in Lisbon during the period of the Lisbon Addictions conference. The match took place on 23 October 2019 between approximately 7:30pm and 9:30pm. The representative became aware that the event would take place the day before the match when he/she googled the conference venue and noticed that there was a Champions League game on. He/she decided to attend the match after it subsequently came up in an informal conversation involving one of the health professionals on 22 October in which the health professional indicated that he/she would be interested in attending the match and so the representative and the health professional informally agreed to go along together as both were planning to attend. The other representative also attended the match, along with the health professional but stated that he/she had no recollection of inviting anybody to attend, specifically no health professionals. The representative stated that he/she was not aware of any other health professionals or Camurus employees attending. The representative stated that the health professional purchased three tickets on his credit card as he/she was at the front of the queue and neither representative had any cash. The representative believed the tickets cost €8 each and that he/she later reimbursed the health professional for a single ticket. He/she stated that the only hospitality purchased on the evening was two drinks each for him/herself and the other representative (gin and tonic) and two beers for the health professional from the hotel bar.

The other representative's account was consistent with the first representative's account. Additionally, the second representative confirmed that when he/she arrived in Lisbon the day before the start of the Lisbon Addictions conference, he/she was involved in a conversation with a group of people including his/her colleague, the company-sponsored health professional and another health professional whom he/she did not know, before the advisory board meeting. One member of the group mentioned that there was a Champions League match on and suggested informally that they could all attend together. The representative could not recall who this was but confirmed that his/her decision to attend was made at that point and also confirmed that he/she did not invite anyone, specifically no health professional to attend the match. The representative confirmed that tickets were purchased by the health professional at the gate as the representative could not use his/her credit card as he/she did not have ID and that he/she subsequently reimbursed him/her for his/her ticket (from recollection £15-20) the following day. The representative confirmed that he/she did not purchase any hospitality for him/herself or anyone else that evening but had two drinks when the group returned to the hotel (no expense claims submitted).

Given the discrepancy between the two UK representatives recollection of the price of the tickets, Camurus noted that it asked them to check their bank statements and provide copies of the transaction made to the health professional for confirmation. One representative confirmed

a transfer of £27 and stated that on reviewing his/her bank statement he/she realised that his/her recollection of the ticket cost during the interview had been incorrect. The representative was unable to find the ticket stub to verify the cost of the ticket but provided additional information regarding the range of ticket prices (€20 to €75). The other representative provided confirmation of a transfer of £20 to the health professional. It had not been possible to further clarify why there was a £7 discrepancy.

Camurus submitted that its investigation of the expense claims and the interviews with its representatives indicated that the company did not pay for anyone to attend the football match. The company also submitted that no Camurus employees or contracted staff invited any health professionals to attend the match, and further, the idea to attend the match originated from the health professional. Hospitality in the form of two beers was provided at the hotel in the evening. Whilst UK health professional attendance at the football match was neither invited by Camurus nor paid for by Camurus, the company recognised that the fact that two of its contracted staff autonomously elected to attend in the presence of UK health professionals constituted a failure to maintain high standards. Camurus accepted a breach of Clause 9.1.

Camurus stated that it took pride in its compliance culture and all new employees and contracted staff were trained on the Code (training records, showing the attendance at training of one of the representatives in question, were provided). Furthermore, in order to ensure continued understanding of the Code, Camurus stated that it ran regular compliance clinics for the UK team which covered various clauses of the Code and involved discussion of recent cases. Details were provided.

Camurus stated that it took these breaches of the Code very seriously and acknowledged the need to undertake robust corrective and preventative measures. Details were provided which included a review of new starter training and substantial extension of content on the Code (to be provided by an external agency) and a review of Camurus' processes for review and certification of meetings involving overseas travel for UK health professionals, including documentation and record-keeping. Further, the company would ensure that only UK representatives with at least 2 years' industry experience who had passed the ABPI exam would attend international conferences and there would be pre-conference briefings for all Camurus employees and contractors attending national and international congresses covering all aspects of conference activity and decorum, including interactions with health professionals.

Given the circumstances set out above and as stated previously, Camurus regretfully accepted there had been breaches of Clauses 22.1 and 9.1 and had taken corrective and preventative actions to address that. However, as the company did not instigate the activity that was the subject of the complaint, it submitted that it had not brought the industry into disrepute. The company therefore did not consider that there had been a breach of Clause 2.

PANEL RULING

The Panel noted that the complainant was anonymous and non-contactable. The Constitution and Procedure for the PMCPA stated that anonymous complaints would be accepted but that like all other complaints, the complainant had the burden of establishing 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 broad nature of Camurus' response which covered matters which went beyond the scope of the complaint. The Panel limited its consideration to matters which were raised by the complainant.

Clause 22.1 stated that hospitality must be strictly limited to the main purpose of the event and must be secondary to the purpose of the meeting ie subsistence only. The level of subsistence offered must be appropriate and not out of proportion to the occasion. Clause 22.1 applied to scientific meetings, promotional meetings, scientific congresses and other such meetings and training. The supplementary information to Clause 22.1 also stated that a useful criterion in determining whether the arrangements for any meeting were acceptable was to apply the question 'Would you and your company be willing to have these arrangements generally known?'

The Panel noted that the provision of hospitality and other interactions between the pharmaceutical industry and health professionals outside the formal congress proceedings at international congresses was a subject that attracted much public scrutiny and criticism. Companies should be mindful of the impression given by such interactions and ensure that when applicable such activity complied with the UK Code.

The Panel noted that two Camurus UK representatives attended a Champions League football match in Lisbon on 23 October 2019 along with a UK health professional after one of the representatives informally agreed with the health professional to go together as both were planning to attend. The second representative's account was not entirely consistent with that of the first representative. The Panel noted that, according to both representatives, the health professional purchased three tickets at the door. One representative stated that the health professional purchased three tickets as the representative was unable to use their credit card, the other stated that the health professional purchased tickets as the representative did not have any cash. Each representative subsequently reimbursed the health professional for their own ticket only although it was of concern that the exact cost of the tickets purchased was unknown and there was a discrepancy between the amount each representative transferred to the health professional in this regard. The Panel noted Camurus' submission that its investigation of the expense claims and the interviews with its representatives indicated that the company did not pay for anyone to attend the football match and no Camurus employees or contracted staff invited any health professionals to attend the match; the idea to attend the match originated from the health professional. The representatives' accounts were not entirely consistent with this latter point. The Panel queried whether it would have been clear to third parties or to those health professionals who had not attended the football match that it was not a formal company event and that the representatives had only paid for themselves and had not claimed expenses back from the company. The Panel noted, however, that according to one of the representatives, hospitality purchased by a representative on the evening of the football match included two drinks each for him/herself and the other representative (gin and tonic) and two beers for the health professional from the hotel bar.

The Panel noted that whilst there was no evidence that Camurus had paid for the health professional's attendance at the football match, the poor impression given by two Camurus representatives attending the Champions League football match with the UK health professional was important and it appeared that the health professional was also provided with hospitality after the football match at the hotel bar at a cost to Camurus. Taking all the circumstances into account, the Panel did not consider that the hospitality provided on 23 October 2019 was secondary to the main purpose of an educational event, ie subsistence only. The level was not

appropriate and was out of proportion to the occasion. A breach of Clause 22.1 was ruled. The Panel considered that high standards had not been maintained and a breach of Clause 9.1 was ruled.

The Panel noted that Clause 2 was used as a sign of particular censure and reserved for such use. Examples of activities that are likely to be in breach of Clause 2 included, *inter alia*, excessive hospitality, inducements to prescribe, and conduct of company employees/agents that falls short of competent care. The Panel noted its comments and rulings above, in particular the poor impression given by attending a Champions League football match with a UK health professional whilst attending an international meeting and subsequent hospitality. The Panel noted that hospitality provided in particular at international meetings attracted much public scrutiny and given the poor impression given by the arrangements considered, on balance, that Camurus had brought discredit to, and reduced confidence in, the pharmaceutical industry a breach of Clause 2 was ruled.

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During its consideration of this case, the Panel noted the poor impression generated by unacceptable hospitality. It was important that companies had robust governance procedures to cover such arrangements. The Panel considered that it would be helpful if Camurus reviewed its approval procedures and policies in this regard. The Panel requested that Camurus be advised of its concerns.

Complaint received 12 March 2020

Case completed 8 September 2020