

COMPLAINANT v BRITANNIA

Arrangements for a meeting

An individual, who was described as an ex pharmaceutical company employee, complained about Britannia's arrangements for hospitality at the Movement Disorders Society (MDS) Congress, held in Nice in September 2019. Britannia marketed APO-Go (apomorphine for injection or infusion) for the treatment of patients with Parkinson's disease who were not sufficiently controlled by oral medication.

The complainant referred to an evening scientific meeting hosted by Britannia Pharmaceuticals on Sunday 22 September 2019. The coach transfers to the meeting venue included a number of delegates from a partner company who had not registered which meant many registered delegates could not get to the venue. The complainant alleged that two of the executives from the partner company brought their partners to the scientific meeting although neither were health professionals; the complainant did not know the professional status of a third partner. Various names were provided including that of a senior employee at Britannia who did not intervene. The complainant stated that promotion to the general public was a breach of the Code.

The complainant further alleged that on the evening of Tuesday 24 September, named delegates including from the partner organisation with their partners went to Monte Carlo with named Britannia employees. All of the Britannia staff staying at the hotel knew that they were going to the casino. Photographs on the evening were allegedly sent by one of the Britannia employees to other staff.

The detailed response from Britannia is given below.

The Panel noted that there were differences between the parties' accounts.

The Panel noted Britannia's submission that it did try to stop those who were not health professionals attending the symposium and dinner on 22 September but was unfortunately unsuccessful for one of them. Britannia accepted that a member of the public, had attended the meeting where Britannia's medicine Apo-go was promoted. This meant that Britannia had promoted a prescription only medicine to the public. The Panel therefore ruled a breach of the Code as acknowledged by Britannia. It was not known whether the member of the public who attended the meeting had stayed for the dinner. It was unclear from Britannia's response whether other spouses/partners had also gone to the meeting venue but had not attended the meeting or the dinner.

The Panel considered that by not ensuring that only health professionals attended the meeting and giving clear instructions that spouses/partners who did not qualify as delegates in their own right could not attend either the meeting or the dinner, Britannia had not maintained high standards. A breach of the Code was ruled.

The Panel was concerned that the company's handling of the meeting and its processes gave a poor impression, the requirements of the Code were clear in relation to who could attend meetings and that subsistence should only be provided to those who were qualified to attend the meeting as delegates in their own right. It appeared from the email correspondence provided by Britannia that an external person connected to the event had invited guests. This email also listed 'those docs I heard of coming are' followed by a list which included five names and '+1'. The Panel considered that the presence of a member of the public at the meeting who also stayed for the meal would bring discredit on the industry. It was not clear what had happened at the event but the situation should never have arisen. The Panel noted its ruling above and considered that on balance the circumstances warranted a ruling of a breach of Clause 2 which was a sign of particular censure and reserved for such use. The Panel therefore ruled a breach of Clause 2 of the Code.

With regard to the evening on 24 September 2019, the Panel noted that the complainant had not provided detailed evidence to support the allegation. Companies needed to be mindful of the impression created by all activities. The Panel noted Britannia's submission that the dinner at a hotel restaurant in Monte Carlo was an internal company event with Britannia staff and staff from the partner organisations attending; no health professionals had been invited or attended and therefore had not received any hospitality as alleged. The Panel therefore ruled no breaches of the Code including Clause 2.

An individual, who was described as an ex pharmaceutical company employee, complained about Britannia's arrangements for hospitality at the Movement Disorders Society (MDS) Congress, held in Nice, 22-25 September 2019. Britannia marketed APO-Go (apomorphine for injection or infusion) for the treatment of patients with Parkinson's disease who were not sufficiently controlled by oral medication.

COMPLAINT

The complainant referred to a scientific meeting hosted by Britannia Pharmaceuticals on the evening of Sunday 22 September 2019. The scientific content of the meeting was approved (job code APO2-0619-10460).

The complainant stated that the meeting was invite and registration controlled by the events team; all places went quickly and so a reserve list was collated. On the evening of the event, the coach transfers from the hotel to the meeting venue included a number of delegates from a partner company who had not registered or been allocated a place which meant many registered delegates could not get to the venue. Details were provided by the complainant including that two individuals from the partner organisation brought their partners along to the scientific meeting although neither were health professionals; the complainant did not know the professional status of the third named person's partner. The partner organisation staff did not apologise for taking those who were not health professionals and a named senior employee at Britannia did not intervene. The complainant stated that his/her account could be supported by various named people, other staff and health professionals, especially the ones who could not gain a place.

The complainant noted that the Code clearly stated that promotion to the general public was a breach.

The complainant further alleged that on the evening of Tuesday 24 September, delegates from the partner organisation with their partners went to Monte Carlo by taxi with named Britannia employees. All of the Britannia staff staying at the hotel knew that they were going to the casino and supporting statements could be obtained from them. Photographs on the evening were sent by a named member of Britannia staff to other staff and witnessed by another member of staff. The complainant submitted that one of the attendees was advised by his/her line manager not to attend but this advice was ignored and although reported, no action had been taken.

When writing to Britannia the Authority asked it to consider the requirements of Clauses 2, 9.1 and 26.1 with regard to the meeting on 22 September and of Clauses 2, 9.1 and 22.1 with regard to the events on the evening of 24 September.

RESPONSE

Britannia provided a copy of a flyer (ref AP02-0619-10460) for a company organised scientific meeting held during the evening of 22 September during the MDS Congress. The item was used by UK Key Account Managers (KAMs) and Britannia company partners to recruit health professionals who were attending the congress. Attendees were invited on the basis that they were MDS Congress delegates with an interest in the management of Parkinson's disease. In that regard Britannia also provided a screenshot which displayed the job bag objective captured in its internal approval system. The item was certified in June 2019.

The flyer included the prescribing information for APO-go and summaries of product characteristics (SPCs) for the APO-Go Pen 10mg/ml Solution for Injection and the APO-go PFS 5mg/ml Solution for Infusion in Pre-filled Syringe were provided.

The flyer referred to the TOLEDO trial (funded by Britannia) and a copy of the results paper cited on the flyer (Katzenschlager *et al* 2018) was provided.

Britannia provided a copy of the internal meeting approval form which captured the arrangements of the scientific symposium and dinner, including Britannia's role which was to initiate, fund and organize the entire event. The meeting approval form (ref AP02-0619-10448) was certified in June 2019.

Britannia also provided a copy of the certified presentation delivered at the scientific symposium (ref AP02-0919-10713). A senior Britannia employee hosted a welcome speech. He/she did not have any slides to accompany this presentation.

During June 2019, the Britannia marketing team briefed all international partners about Britannia's planned activities at the MDS Congress. This included details about the scientific symposium and dinner on 22 September. Instructions on how to invite and register appropriate health professionals attending the congress (ie those with an interest in treating Parkinson's disease) was provided during the briefing call. A copy of the briefing slides was provided.

Britannia provided the names of employees and contractors of Britannia interviewed as part of the investigation.

Britannia provided a copy of the final list of pre-registered health professionals and internal attendees for the above event as of the 22 September. Up until that date the events team was responsible for collating all the country partners' individual registration details into this

master list. This master list was printed out on the evening of 22 September and used by the events team at the hotel meeting point to confirm participant's arrival so places on the six pre-booked coaches could be allocated. These coaches then took the participants to the venue where the symposium and dinner was held. Copies of the manually recorded participant lists were provided.

Britannia stated that the number of participants on each coach departing, gave a total of 125. This number would have included all attending health professionals. There was a pre-arranged transfer prior to the coaches' arrival for Britannia staff and the speaker. No health professionals, to Britannia's knowledge travelled to the venue other than on a coach.

One hundred and one health professionals were registered for the event with six Britannia members of staff and thirteen country partners recorded to attend. The event could only cater for up to 120 attendees. Britannia noted the complainant's allegation that two nurses were unable to attend the evening symposium. It was found on investigation that one of them had pre-registered but requested that a colleague also joined. At that time the event was fully subscribed and so the colleague could not be accommodated; both nurses then decided not to attend. It was not due to company partners being given priority over these customers. The events team did not see either nurse at the hotel meeting point where all the participants boarded the various coaches. Britannia noted that the nurse's name did not appear on the final list of pre-registered health professionals following the decision to withdraw registration for the symposium. In addition, those Britannia staff who were interviewed when investigating this matter did not know of any pre-registered health professionals unable to attend due to company partner places.

Britannia stated that nine Britannia staff attended the symposium and dinner together with thirteen country partners. In this regard Britannia provided a list of job titles and role of the following Britannia staff. The roles included:

- Presenting and hosting at the event
- Representing Britannia sales team and welcoming customers
- Representing Britannia and facilitating with logistics and hosting customers
- Representing the Britannia Nurse Service for APO-go therapy
- Representing the Britannia marketing team, welcoming customers and facilitating logistics.

Britannia stated that a further 10 Britannia staff attended the venue but left before the scientific symposium and dinner. Their roles, collectively were to represent Britannia, welcome customers and assist with on-site logistics if needed. Details were provided.

Britannia stated that it could not confirm if another member of staff attended the dinner symposium or left before the event began as he/she was no longer an employee.

There were also 2 Britannia staff and 1 contractor who remained on site during the full course of the event for logistical support. They did not attend the scientific symposium or the dinner. Details were provided.

One particular interview confirmed that the partner of one of the partner organisations was seen at the venue. A member of the Britannia events team asked him/her to wait outside of the venue and not to join the room where both the scientific symposium and dinner was being held.

Britannia provided redacted copies of the email correspondence related to symposium attendees.

In summary, Britannia did try to stop those who were not health professionals attending the scientific symposium and dinner but was unfortunately unsuccessful for one of them.

In this regard Britannia acknowledged that the requirements of Clause 26.1 had not been met. Britannia was fully responsible for all the arrangement of the scientific meeting and the dinner, including who attended on the day. Procedures could have and should have been more robust during the partner briefing, events management and on the day of the meeting to prevent a member of the public attending a promotional meeting. Britannia therefore also acknowledged that the requirements of Clause 9.1 had not been adhered to in this instance. The company noted that a ruling of a breach of Clause 2 was reserved for those incidents where the industry as a whole had been brought into disrepute, which it did not consider was the case here. This was due to both the scale of the matter and the fact that Britannia tried several times to prevent members of the public attending the meeting in question.

Britannia stated that before it responded to the serious allegations made in relation to the events on the evening of 24 September, it questioned the complainant's transparency with regard to his/her interest in the matter. Britannia believed that the anonymous complainant was an ex-employee who had unfortunately used the PMCPA as a platform to bear his/her grievance towards the company. As evidence for the above, Britannia provided various comments.

Members of Britannia staff, along with members of the partner organisation did attend an internally organised dinner on the evening of 24 September. The dinner was held at a restaurant in a hotel in Monte Carlo. This was a private corporate event. No health professionals, including the person named by the complainant attended the dinner, nor were they invited.

Britannia stated that no hospitality, in any form, was provided to any health professional during the evening of the 24 September. In that regard, the company considered that there was no *prima facie* case to answer under the Code.

The named member of Britannia staff categorically denied the allegation that he/she sent photographs on the evening of 24 September to two staff and so no copies of such could be provided.

Britannia did not conduct a further investigation in relation to the events on 24 September in Monte Carlo purely because there was nothing for any member of Britannia staff to report on because no health professionals were present.

Britannia provided a copy a copy of its Meeting and Hospitality standard operating procedure.

PANEL RULING

The Panel noted Britannia's comments in relation to the complaint being from an ex-employee. The Panel noted that the case preparation manager had asked the complainant about possible interests in Britannia as set out in Paragraph 5.2 of the PMCPA Constitution and Procedure and the company had been provided with details. The Panel considered that it was important that all

parties ensure that information provided to the PMCPA was accurate. As set out in the Constitution and Procedure, a complainant had the burden of proving their complaint on the balance of probabilities. All complaints were judged on the evidence provided by the parties.

The Panel noted that there were differences between the parties' accounts.

With regard to the Britannia symposium, this was held on the evening on 22 September 2019 to which attendees were provided with coach travel. The Panel noted Britannia's submission that it did try to stop those who were not health professionals attending the symposium and dinner but was unfortunately unsuccessful for one of them. Britannia accepted that a member of the public, had attended the meeting where Britannia's medicine Apo-go was promoted. This meant that Britannia had promoted a prescription only medicine to the public. The Panel therefore ruled a breach of Clause 26.1 as acknowledged by Britannia. It was not known whether the member of the public who attended the meeting had stayed for the dinner. It was unclear from Britannia's response whether other spouses/partners had also gone to the meeting venue but had not attended the meeting or the dinner.

The Panel considered that by not ensuring that only health professionals attended the meeting and giving clear instructions that spouses/partners who did not qualify as delegates in their own right could not attend either the meeting or the dinner, Britannia had not maintained high standards. A breach of Clause 9.1 was ruled.

The Panel was concerned that the company's handling of the meeting and its processes gave a poor impression, the requirements of the Code were clear in relation to who could attend meetings and that subsistence should only be provided to those who were qualified to attend the meeting as delegates in their own right. It appeared from the email correspondence provided by Britannia that an external person connected to the event had invited some guests. This email also listed 'those docs I heard of coming are' followed by a list which included five names and '+1'. The Panel considered that the presence of a member of the public at the meeting who also stayed for the meal would bring discredit on the industry. It was not clear what had happened at the event but the situation should never have arisen. The Panel noted its ruling above and considered that on balance the circumstances warranted a ruling of a breach of Clause 2 which was a sign of particular censure and reserved for such use. The Panel therefore ruled a breach of Clause 2 of the Code.

The Panel then went on to consider the evening on 24 September 2019. It noted the different accounts and that the complainant had not provided detailed evidence to support the allegation. Companies needed to be mindful of the impression created by all activities. The Panel noted Britannia's submission that the dinner at a hotel restaurant in Monte Carlo on 24 September was an internal company event with Britannia staff and partner organisation staff attending; no health professionals had been invited or attended and therefore had not received any hospitality as alleged. Britannia submitted that the individual named by the complainant did not attend. The Panel therefore ruled no breach of Clause 22.1 and consequently no breach of Clauses 9.1 and 2.

Complaint received 6 January 2020

Case completed 14 September 2020