CASE AUTH/3578/11/21

EMPLOYEE v ASTRAZENECA

Allegations about training practices

An employee of AstraZeneca UK Limited, who could not be contacted using the details provided, complained about training practices at AstraZeneca.

The complainant stated that in November 2021, he/she had attended internal training by a third-party provider. As part of this, the complainant was asked to do role plays which utilised real health professionals. The complainant stated that a clear briefing was given that under no circumstances should role plays be conducted with health professional/Payor customers from the employee's own areas, as this would be seen as disguised promotion, as training should not be used to sell to a customer.

The complainant alleged that there were several instances where role plays were conducted with customers from the representatives/sales managers own territories, who saw it as an opportunity to engage with hard-to-see customers and 'sell' to them; therefore, the briefing was either wilfully ignored or the proper governance was not in place to ensure this was fully implemented.

The detailed response from AstraZeneca is given below.

The Panel considered that engaging health professionals as consultants to provide services such as training of representatives was a legitimate activity as referred to in Clause 24.1. However, as with other consultancy services, all of the arrangements must be non-promotional and otherwise comply with the Code. The external perception was particularly important given that the health professionals were potentially being paid and exposed to promotional messaging.

The Panel accepted that during discussions between a representative and a health professional providing a contracted service at a bona fide training exercise, the conversation would likely touch on matters that were commercially favourable to the company. The question to be considered in this case was whether any transfer of information from the company to the contracted health professional as a consequence of this activity was necessary as part of the training of representatives, proportionate to the activity, and transparent. The first element to be considered was whether the activity was disguised promotion.

The Panel noted AstraZeneca's submission that to support its strategy and meet the demands of a rapidly changing NHS environment, it had launched a learning and development programme for employees within the sales, marketing and medical functions and AstraZeneca had engaged the services of a third-party provider to assist with its development and delivery.

The Panel noted AstraZeneca's submission that the third party provider identified the health professionals to support with the development and conduct of the training and that members of the AstraZeneca field force were asked to suggest health professionals that may be suitable to support this training but that the third party provider was under no obligation to engage any of them. AstraZeneca stated that it was not involved in the final decision of selection of the health professionals. It was not clear to the Panel which, if any, of the 8 health professionals engaged for Wave 1 had been suggested by the field force; AstraZeneca made no submission in that regard.

The Panel noted AstraZeneca's submission that in Wave 1 of the training programme employees were enrolled onto a module focussed on developing negotiation skills. It was this module that the complainant had raised concerns about.

The Panel noted AstraZeneca's submission that during Wave 1 of the training programme AstraZeneca employees were put into groups of 2 or 3 by the third-party provider (ideally including both commercial and medical representation to include varied expertise across the business). The group had 2 weeks to prepare for a simulated meeting with a health professional in a training environment, using a fictitious, 'based on reality' health system case study. The Panel noted that the fictitious case studies included reference to AstraZeneca's medicines (Forxiga, Symbicort, Trixeo, and Fasenra) and their formulary status. Following reading the fictitious case study, the AstraZeneca team would establish the meeting objectives, identify the questions to be asked and the appropriate person to ask them, determined by their role. The Panel further noted AstraZeneca's submission that most conversations in Wave 1 were expected to be non-product related but if the planned conversation included discussion of AstraZeneca medicines, this was led by someone from the commercial team. In this training environment, medical could observe but not participate in these discussions. If the planned conversation was non-promotional, medical could participate in the discussion.

The Panel noted AstraZeneca's submission that each group was allocated a 45 minute slot for their simulated meeting and the contracted health professional had been briefed to play themselves (ie not a persona) within the fictitious case study. Using the feedback obtained following the first simulated meeting, each group would have an opportunity to role play a follow-up meeting with the same health professional 2-3 weeks later.

The Panel noted AstraZeneca's submission that the groups were created by the third-party provider, with the objective of pairing AstraZeneca employees with health professionals outside their territories. AstraZeneca employees were advised to inform the third party if they were placed in a group with a health professional on their territory before the meeting so that they could be moved to another group.

The Panel noted AstraZeneca's submission that one employee had contacted the third party provider prior to the training to inform them of this and were subsequently moved to another group. The Panel, however, noted AstraZeneca's submission that there were instances where this did not occur.

The Panel noted that according to AstraZeneca's submission there were 10 meetings (including 3 in the Devolved Nations) which involved AstraZeneca employees in a group with a health professional in their territory.

The Panel noted AstraZeneca's submission that further steps could have been taken to ensure that the compliance advice associated with this training programme was followed. The Panel considered that high standards had not been maintained in this regard and breach of the Code was ruled as acknowledged by AstraZeneca.

The Panel noted that it was important to train representatives and to assess that training. The Panel noted that the health professionals involved in the training programme were briefed. The briefing stated that the whole purpose of the simulation was skills training in a safe environment. Health professionals were briefed that they needed to read the detail of the case study so that they could respond with their given health system in mind and were told to treat the meeting like any other in the real world when someone from industry had asked to meet them. The Panel noted that the evaluation sheet asked the contracted health professional and third party provider to evaluate each candidate for the interaction had during the meeting with a final evaluation for the competencies listed. The third party provider had confirmed that following feedback from the NHS customers that participated, none felt that they were being 'sold' to in a way that was outside the scope of a learning and development setting.

The Panel considered that an unavoidable consequence of the training event would be that the contracted health professionals were exposed to promotional messaging but it appeared that the consultants' attention would be focused on providing feedback about the representative's performance, not on receiving such promotional messaging. The Panel was concerned that some representatives were being assessed by customers upon whom they might be expected to call. The Panel was further concerned to note that members of the AstraZeneca field force were asked to suggest health professionals that might be suitable to support this training, however, it noted AstraZeneca's submission that the third party provider was under no obligation to engage any of them and that AstraZeneca was not involved in the final decision of selection of the health professionals.

Taking all the circumstances into account, the Panel considered that, on balance, the training event at issue was a bona fide training event. Although the Panel had some concerns as noted above, it did not consider that the complainant had established that the training module was disguised promotion as alleged, and no breach of the Code was ruled.

The Panel noted AstraZeneca's submission that all health professionals were compensated for their time in line with AstraZeneca's fair market value rates. The Panel considered that there was no evidence that payment to the health professionals in relation to the activity in question was not a genuine consultancy fee and no breach of the Code was ruled in that regard.

The Panel did not consider that the particular circumstances of this case warranted a ruling of a breach of Clause 2 which was a sign of particular censure and was reserved for such use and no breach of Clause 2 was ruled.

An employee of AstraZeneca UK Limited, who could not be contacted using the details provided, complained about recent training practices at AstraZeneca.

COMPLAINT

The complainant stated that on 2 November 2021, he/she had attended some internal training on selling where an external company had been employed as a third-party provider. As part of this, the complainant was asked to do role plays organised by the third party provider, who utilised real health professionals. The complainant stated that a clear briefing was given that under no circumstances should role plays be conducted with health professional/Payor customers from the employee's own areas, as this would be seen as disguised promotion, as training should not be used to sell to a customer.

The complainant alleged that there were several instances where role plays were conducted with customers from the representatives/sales managers own territories, who saw it as an opportunity to engage with hard-to-see customers and 'sell' to them; therefore, the briefing was either wilfully ignored or the proper governance was not in place to ensure this was fully implemented.

The complainant hoped the PMCPA would investigate this complaint immediately, as follow-up training calls were to be conducted with these customers as part of this training event and he/she strongly felt this should not occur with health professionals from one's own area. The complainant considered that an investigation should take place to fully understand why this had occurred in the first instance.

When writing to AstraZeneca, the Authority asked it to consider the requirements of Clauses 2, 5.1, 15.6 and 19.1 of the 2021 Code.

RESPONSE

AstraZeneca submitted that it took its obligations under the Code very seriously and had conducted an internal investigation to address the points raised by the complainant. AstraZeneca understood the importance of its responsibilities regarding training materials for representatives.

The conclusions of AstraZeneca's internal investigation and response to questions asked by the PMCPA are outlined below.

Background

AstraZeneca submitted that health systems across England and the Devolved Nations were implementing rapid structural and operational changes, whilst simultaneously dealing with the COVID-19 pandemic and the record backlogs of patients awaiting treatment which it had caused. AstraZeneca was aware that the NHS was exploring new avenues of support and collaboration from its partners to facilitate these structural and operational changes and to clear these backlogs.

To support AstraZeneca's strategy and meet the demands of a rapidly changing NHS environment, it had launched a learning and development programme to build its internal capabilities and upskill its employees to appropriately engage with customers within the NHS and deliver value-add services that benefitted patients and the NHS. This programme was

developed and tailored for AstraZeneca employees within the sales, marketing and medical functions.

AstraZeneca had engaged the services of an agency to assist with the development and delivery of this training programme.

Outline of the Programme

AstraZeneca submitted that the programme was designed to run over 9 to 12 months. The programme modules had been developed by the agency and AstraZeneca, with input from health professionals working in the NHS. The agency identified the appropriate health professionals to support with the development and conduct of the training. AstraZeneca was not involved in the final decision of selection of the health professionals. Members of the AstraZeneca field force were asked to suggest health professionals that might be suitable to support this training but the agency were under no obligation to engage any of them.

There were approximately 300 AstraZeneca employees going through role-specific iterations of the programme in 3 waves. There were 15 health professionals engaged to support this training programme, 8 for Wave 1 and 9 for Wave 2.

All AstraZeneca employees involved with the training were provided with a handbook at the beginning of the programme, outlining the programme purpose and structure.

The Art of the NHS Business-to-Business Training Module

AstraZeneca employees in Wave 1 of the programme were enrolled onto a module focussed on developing negotiation skills ('The Art of NHS Business to Business (B2B)'). The aim of this module was to improve meeting planning and information gathering skills, in order to understand the challenges currently facing the local health economies; then to process this information and consider how AstraZeneca could appropriately partner with the NHS to address its priorities and ultimately improve patient care. AstraZeneca noted that the complainant raised concerns about this module.

The Art of NHS B2B module consisted of the following:

1 **Negotiation skills course**: half day course run by a negotiation skills specialist trainer, provided by the agency

2 **Training groups/preparation for simulated meeting**: AstraZeneca employees were put into groups of 2 or 3 (for Wave 1, ideally both commercial and medical representation to include varied expertise across the business) by the agency. The group had 2 weeks to prepare for a simulated meeting with a health professional in a training environment, using a fictitious case study. They would establish the meeting objectives, identify the questions to be asked and the appropriate person to ask them. The appropriate AstraZeneca employee to conduct the conversation would be determined by their role and responsibilities as outlined in their job description and AstraZeneca standard operating procedures (SOPs).

- Most conversations in Wave 1 were expected to be non-product related.

- If the planned conversation included discussion of AstraZeneca medicines, this was led by someone from the commercial team. In this training environment, medical could observe but not participate in these discussions.
- If the planned conversation was non-promotional, medical could participate in the discussion.

3 **Training materials**: All AstraZeneca employees were provided with the following information prior to the simulated meeting:

- *Briefing Document* (included in training materials). This included information around what to expect, what to prepare and the compliance considerations for the activity. Health professionals were also provided with a briefing document.
- *Case Study*: These were fictitious but realistic case studies developed with input from health professionals. There were 2 case studies for employees working in England that used English nomenclature and 2 for the Devolved Nations using appropriate terms (eg Health Board) to ensure they were relevant.
- *Group details*: List of individuals in each group. These groups were organised by the agency and checked by the AstraZeneca organiser to ensure a balance of roles, experience and geography in each group.
- *Health professional name and short biography*: Health professional participating in the simulated group meeting.

4 **First simulated meeting**: Each group was allocated a 45 minute slot for their simulated meeting. The health professional had been briefed to play themselves (ie not a 'persona') within the fictitious case study environment. The simulated meeting was conducted on Zoom and also included an agency observer.

5 **Feedback**: Following the simulated meeting, AstraZeneca employees received feedback and a recording of their meeting to prepare for a second interaction with the same health professional 2-3 weeks later.

6 **Second simulated meeting**: Using the feedback obtained following the first simulated meeting, each group had an opportunity to role play a follow-up meeting with the same health professional.

7 **Feedback:** Feedback from second simulated meeting.

All health professionals were compensated for their time in line with AstraZeneca's fair market value (FMV) rates. The health professional rates were approved by AstraZeneca before engagement.

Conclusions from internal investigation

There were 31 groups for the simulated meetings in Wave 1. The groups were created by the agency, with the objective of pairing AstraZeneca employees with health professionals outside their territories. To ensure this was adhered to, AstraZeneca employees were advised to inform the agency if they were placed in a group with a health professional on their territory before the

meeting (included in governance briefing), so they could be moved to another group. One AstraZeneca employee contacted the agency prior to the training to inform them of this and were subsequently moved to another group. However, there were 6 instances (excluding Devolved Nations) where the AstraZeneca employee did not contact the agency to inform them they were in a group with a health professional on their territory:

1 **Devolved Nations** (3 meetings): As the Devolved Nations had a different healthcare system to England, these groups had specific case studies relevant for the region. The health professional in their group needed to have a strong understanding of the local system and nomenclature used. All Devolved Nations were 'one territory', and therefore AstraZeneca was unable to pair all of these AstraZeneca employees with a health professional outside of their territory.

2 **London** (2 meetings):

a) An employee covering the London territory was in a group with a London-based health professional. However, they mostly took an observer role during the meeting, speaking only to clarify something or to support the discussion.
b) An employee covering the London territory was in a group with a London based health professional. However, they mostly took an observer role during the meeting, speaking only in the last 5 minutes about a project the health professional enquired about.

3 **Midlands** (2 meetings):

a) On the day of training, an employee alerted the agency that he/she had been placed in a group with a health professional on his/her territory. The team had already prepared for the engagement, and he/she was the only commercial employee in the group who could lead the interaction. Therefore, he/she was not moved from the group.

b) An employee covering the Midlands territory was in a group with a Midlands based health professional. The meeting was led by another employee (not covering the Midlands territory), with significant participation by the employee covering the Midlands territory.

4 **South East** (3 meetings):

a) An employee covering South East England was included in the group with a South East based health professional. They mostly took an observer role during the meeting, asking some questions in the last 10 minutes.
b) Two employees covering South East England territory were placed in a group with a South East based health professional. The meeting was led by one of these employees.
c) Two employees covering South East England territory were placed in a group with a South East based health professional. The meeting was led by one of these employees.

One person from the agency was present in each simulated meeting to monitor the discussion. They were able to intervene if necessary (eg if the discussion moved away from the case study). The agency had confirmed that they did not see any attempt to use the discussion as an opportunity to promote an AstraZeneca medicine. Each simulated meeting was recorded; the videos for the 10 meetings mentioned above were watched retrospectively by the programme lead or a member of the compliance team. AstraZeneca confirmed that the discussions were within the context of the fictitious case studies and it found no evidence of promotion of AstraZeneca medicines.

Governance Structure

AstraZeneca submitted that as noted by the complainant, a clear governance structure was in place to mitigate against risk of promotion and non-compliance in all sessions.

This governance structure included:

- **Briefing document, including compliance considerations:** Provision of clear briefings to AstraZeneca employees and health professionals before the training. Recipients were requested to read the guidance in preparation of the training session.

This stated that:

> *'Training cannot be used as an opportunity to attempt to sell to a customer. We are practicing our skills, refining our language & building value propositions to get feedback & insight from the HCPs within a training environment. We need to be aware that we are not actually selling to them – nor must we follow up on these discussions outside the training course. We should not cause the HCP to feel that they are being sold to. (Disguised promotion is covered by ABPI Code Clause 15)*
>
> *Simulated calls in the Art of B2B or feedback on your proposition in the Solutions cafe should not be on customers from your region – please flag before the event should this occur*
>
> *We must not use training as opportunity to ask the customer for access to them outside the event.*
>
> *Even if you know the HCP, you should not use the training as a lever to access or promote to them*
>
> *If you have a follow up question for an HCP, please do not contact them directly. Please direct your question through the Project Team who can ensure that they reach the HCP in an appropriate way.*
>
> *We must not share with other HCPs, the personal views of the customer obtained during the training without permission.'*

- **Groups of 2/3 AstraZeneca employees**: Role play groups comprised of 2 or 3 AstraZeneca employees across different territories (where possible), with one health professional. Preparation was done as a group. The role plays did not go ahead if only one group participant was available on the day.

- **Independent monitoring**: One person from the agency was present in each meeting to monitor the discussion. They were able to intervene if necessary (eg if the discussion moved away from the case study).

- **Case studies**: These were fictitious and anonymised. The discussion was therefore not centred around the health professional's own place of work/practice.

- **Recordings:** All interactions were conducted virtually and recorded.

All AstraZeneca briefing materials for Wave 1 training were certified by a signatory prior to the event.

AstraZeneca acknowledged that further steps could have been taken to ensure that the compliance advice associated with this training programme was followed. AstraZeneca had reflected on the feedback and taken the following steps for the rest of the programme:

1 Compliance briefing call with all Wave 1 participants who were in a group with a health professional on their territory, prior to the second simulated meeting. This was led by the training programme lead and based on the governance guidance previously provided. This provided an opportunity for AstraZeneca employees to clarify any questions they might have.

   a) For the second Wave 1 health professional simulated meetings, AstraZeneca confirmed 100% attendance.

2 Email communication to all participants to re-iterate the key compliance considerations.

3 AstraZeneca had double-checked all groups for Wave 2 to ensure that all AstraZeneca employees were not placed with a health professional on their territory. There was one unavoidable case where an AstraZeneca employee was in a group with a health professional from their territory. This person had been advised that they could work with the group to plan for the meeting but could not attend. The intention for Wave 3 simulated meetings was to engage AstraZeneca leaders, rather than health professionals.

4 Reminder communication to health professionals, to ensure the conversation remained within the context of the fictitious case study.

The complaint was made following the first simulated meeting. Only once AstraZeneca had conducted the internal investigation and put the precautionary steps above in place did it proceed with the second simulated meeting.

AstraZeneca's response to alleged clauses

AstraZeneca had found no evidence that any promotion of AstraZeneca medicines took place during this training programme, and thus that no AstraZeneca employee saw this as an opportunity to engage hard-to-see customers and 'sell' to them. Therefore, AstraZeneca denied

a breach of Clauses 15.6 and 19.1. AstraZeneca believed a robust compliance structure was in place to mitigate the risk of this happening.

AstraZeneca accepted that it could have done more to ensure that the compliance briefing was followed, and therefore acknowledged Clause 5.1 of the 2021 Code. However, AstraZeneca did not believe that this programme had brought discredit to the industry, and therefore denied a breach of Clause 2.

PANEL RULING

The Panel considered that engaging health professionals as consultants to provide services such as training of representatives was a legitimate activity as referred to in Clause 24.1. However, as with other consultancy services, all of the arrangements must be non-promotional and otherwise comply with the Code. The external perception was particularly important given that the health professionals were potentially being paid and exposed to promotional messaging. The Panel noted the criteria set out for the hiring of consultants in Clause 24.2 which stated, *inter alia*, that the criteria for selection of consultants must be directly related to the identified need for the service and the persons responsible for selection must have the expertise necessary to evaluate whether the particular contracted individuals met those criteria; that the remuneration for the services must be reasonable and reflect the fair market value of the services provided; and that the hiring of a consultant to provide a relevant service must not be an inducement to prescribe, supply, administer, recommend buy or sell a medicine.

The Panel accepted that during discussions between a representative and a health professional providing a contracted service at a bona fide training exercise, the conversation would likely touch on matters that were commercially favourable to the company. The question to be considered in this case was whether any transfer of information from the company to the contracted health professional as a consequence of this activity was necessary as part of the training of representatives, proportionate to the activity, and transparent. The first element to be considered was whether the activity was disguised promotion.

The Panel noted AstraZeneca's submission that to support its strategy and meet the demands of a rapidly changing NHS environment, it had launched a learning and development programme to build its internal capabilities and upskill its employees to appropriately engage with customers within the NHS and deliver value-add services that benefitted patients and the NHS. This programme was developed and tailored for AstraZeneca employees within the sales, marketing and medical functions and AstraZeneca had engaged the services of a third-party provider to assist with its development and delivery.

The Panel noted AstraZeneca's submission that the third party provider identified the health professionals to support with the development and conduct of the training and that members of the AstraZeneca field force were asked to suggest health professionals that may be suitable to support this training but that the third party provider was under no obligation to engage any of them. AstraZeneca stated that it was not involved in the final decision of selection of the health professionals. It was not clear to the Panel which, if any, of the 8 health professionals engaged for Wave 1 had been suggested by the field force; AstraZeneca made no submission in that regard.

The Panel noted AstraZeneca's submission that in Wave 1 of the training programme employees were enrolled onto a module focussed on developing negotiation skills (The Art of

NHS Business to Business (B2B)), the aim of which was to improve meeting planning and information gathering skills, in order to understand the challenges currently facing the local health economies; then to process this information and consider how AstraZeneca could appropriately partner with the NHS to address its priorities and ultimately improve patient care. It was this module that the complainant had raised concerns about.

The Panel noted AstraZeneca's submission that during Wave 1 of the training programme AstraZeneca employees were put into groups of 2 or 3 by the third-party provider (ideally including both commercial and medical representation to include varied expertise across the business). The group had 2 weeks to prepare for a simulated meeting with a health professional in a training environment, using a fictitious, 'based on reality' health system case study. The Panel noted that the fictitious case studies included reference to AstraZeneca's medicines (Forxiga, Symbicort, Trixeo, and Fasenra) and their formulary status and stated that AstraZeneca employees could assume whilst meeting the customer for the first time, that the clinical lead was supportive of a formulary application for Trixeo and this was being reviewed at an upcoming meeting and that the ambition was to have Forxiga as the preferred SGLT2 inhibitor for diabetes and that there was sufficient interest for use in heart failure, but the standard of care in CKD was not yet established. Following reading the fictitious case study, the AstraZeneca team would establish the meeting objectives, identify the questions to be asked and the appropriate person to ask them. The Panel noted that according to AstraZeneca, the appropriate employee to conduct the conversation would be determined by their role and responsibilities as outlined in their job description and AstraZeneca standard operating procedures (SOPs). The Panel further noted AstraZeneca's submission that most conversations in Wave 1 were expected to be non-product related but if the planned conversation included discussion of AstraZeneca medicines, this was led by someone from the commercial team. In this training environment, medical could observe but not participate in these discussions. If the planned conversation was non-promotional, medical could participate in the discussion.

The Panel noted AstraZeneca's submission that each group was allocated a 45 minute slot for their simulated meeting and the contracted health professional had been briefed to play themselves (ie not a persona) within the fictitious case study. Using the feedback obtained following the first simulated meeting, each group would have an opportunity to role play a follow-up meeting with the same health professional 2-3 weeks later.

The Panel noted AstraZeneca's submission that the groups were created by the third-party provider, with the objective of pairing AstraZeneca employees with health professionals outside their territories. AstraZeneca employees were advised to inform the third party if they were placed in a group with a health professional on their territory before the meeting so that they could be moved to another group.

The Panel noted AstraZeneca's submission that one employee had contacted the third party provider prior to the training to inform them of this and were subsequently moved to another group. The Panel, however, noted AstraZeneca's submission that there were six instances (excluding the Devolved Nations) where this did not occur.

The Panel noted that there was also one instance where an employee alerted the third party that he/she had been placed in a group with a health professional on his/her territory albeit on the day of training but was not moved from the group because the team had already prepared

for the engagement, and he/she was the only commercial employee in the group who could lead the interaction.

The Panel further noted AstraZeneca's submission that as the Devolved Nations had a different healthcare system to England, these groups had specific case studies relevant for the region. The health professional in their group needed to have a strong understanding of the local system and nomenclature used. All Devolved Nations were 'one territory', and therefore AstraZeneca was unable to pair all of these AstraZeneca employees with a health professional outside of their territory.

The Panel noted that according to AstraZeneca's submission there were 10 meetings (including 3 in the Devolved Nations) which involved AstraZeneca employees in a group with a health professional in their territory.

The Panel noted AstraZeneca's submission that further steps could have been taken to ensure that the compliance advice associated with this training programme was followed. The Panel considered that high standards had not been maintained in this regard and breach of Clause 5.1 was ruled as acknowledged by AstraZeneca.

The Panel noted AstraZeneca's submission that a person from the third-party provider was present in each simulated meeting to monitor the discussion and was able to intervene if necessary (eg if the discussion moved away from the case study). The Panel noted that the third party confirmed to AstraZeneca that each group conducted their simulation call based on the fictitious health system case study assigned and it did not observe any instances of disguised promotion. Further, the Panel noted AstraZeneca's submission that most simulated meetings were not product related but more in relation to therapy area management and pathway improvements. The videos for the 10 meetings (including the Devolved Nations) which involved an AstraZeneca employee and a health professional in their territory were watched retrospectively by the programme lead or a member of the compliance team and AstraZeneca confirmed that the discussions were within the context of the fictitious case studies and AstraZeneca found no evidence of promotion of its medicines.

The Panel noted that it was important to train representatives and to assess that training. The Panel noted that the health professionals involved in the training programme were briefed. The briefing stated that the whole purpose of the simulation was skills training in a safe environment. Health professionals were briefed that they needed to read the detail of the case study so that they could respond with their given health system in mind and were told to treat the meeting like any other in the real world when someone from industry had asked to meet them. The Panel noted that the evaluation sheet asked the contracted health professional and third party provider to evaluate each candidate for the interaction had during the meeting with a final evaluation for the competencies listed which included domain knowledge, external leadership and practice change, programme management and delivery, strategic thinking and planning, and B2B behaviours. The Panel further noted AstraZeneca's submission that the third party provider had confirmed that following feedback from the NHS customers that participated, none felt that they were being 'sold' to in a way that was outside the scope of a learning and development setting.

The Panel considered that an unavoidable consequence of the training event would be that the contracted health professionals were exposed to promotional messaging but it appeared that the consultants' attention would be focused on providing feedback about the representative's performance, not on receiving such promotional messaging. The Panel was concerned that

some representatives were being assessed by customers upon whom they might be expected to call. The Panel was further concerned to note that members of the AstraZeneca field force were asked to suggest health professionals that might be suitable to support this training, however, it noted AstraZeneca's submission that the third party provider was under no obligation to engage any of them and that AstraZeneca was not involved in the final decision of selection of the health professionals.

Taking all the circumstances into account, the Panel considered that, on balance, the training event at issue was a bona fide training event. Although the Panel had some concerns as noted above, it did not consider that the complainant had established that the training module was disguised promotion as alleged, and no breach of Clause 15.6 was ruled.

The Panel noted AstraZeneca's submission that all health professionals were compensated for their time in line with AstraZeneca's fair market value rates. The Panel considered that there was no evidence that payment to the health professionals in relation to the activity in question was not a genuine consultancy fee and no breach of Clause 19.1 was ruled.

The Panel, noting its comments and rulings above, did not consider that the particular circumstances of this case warranted a ruling of a breach of Clause 2 which was a sign of particular censure and was reserved for such use and no breach of Clause 2 was ruled.

Complaint received **5 November 2021**

Case completed **8 November 2022**