

Q&As in relation to Clause 10.4 of the 2024 Code

Please note that the PMCPA cannot approve any activities or materials, it can only give informal advice based on its interpretation of the ABPI Code. In the event of a complaint being received about a matter upon which advice had been given, it would be considered in the usual way. The Code of Practice Appeal Board would make the final decision if a case went to appeal. It is important to note that each case is considered upon its own merits and based upon the allegations raised by the complainant. The Q&As below are not a substitute for a detailed study of the ABPI Code, which should be read in conjunction.

Background

Clause 1.23 states that a company can provide support for individual health professionals (HCPs) or other relevant decision makers (ORDMs) to attend events/meetings. 'Support' in this context is the provision of a financial contribution, in whole or in part, whether paid directly or indirectly to individual HCPs or ORDMs to attend events/meetings.

Clause 10.4 states that where a company provides support to an individual HCP or ORDM to attend an event/meeting there must be a written agreement in place setting out what has been agreed, including the categories of cost such as registration fees, accommodation and/or travel.

The supplementary information to this clause states that the rationale for the decision to provide support to an individual HCP or ORDM to attend an event/meeting should be documented prior to the provision of the support.

The requirements of Clause 10.4 and its supplementary information are new for the 2024 Code.

Frequently asked questions

Question: Which categories of cost must be stipulated in the written agreement referred to in Clause 10.4?

Answer: The written agreement must set out the support that will be provided to the HCP or ORDM to attend the event/meeting where the company funds (directly or indirectly) all or part of the costs of their travel, accommodation or registration fees.

It is recommended that the cost within each category is stated in the written agreement if known at that time e.g. the cost of registration fees (if applicable to the event/meeting). Where exact costs are not yet known at the time of executing the written agreement, the category of cost (e.g. travel or accommodation) should clearly describe the limits/criteria. It should be clear from the written agreement what support has been agreed and which party will be arranging the booking etc. to avoid any confusion.

For the avoidance of doubt, Clause 10.4 does not require a written agreement with an individual HCP or ORDM when they are only being provided with subsistence at an event/meeting in accordance with Clause 10.1.

Question: Does Clause 10.4 apply to both company organised and independent organisation event/meetings?

Answer: Yes

Question: Does Clause 10.4 apply to both promotional and non-promotional events/meetings?

Answer: Yes

Question: Does Clause 10.4 apply to both national and international events/meetings?

Answer: Yes

Question: What is meant by the rationale for the decision to provide support?

Answer: It should be clear why an individual HCP/ORDM is being supported. For example, it may be that the educational content of a particular international congress would be beneficial to that individual given the stage of their career and the field of medicine that they are working in.

In the case of an event/meeting in the UK, the rationale to support the cost of an individual's travel must be clear, e.g. the individual has had to travel a considerable distance to attend the meeting. The rationale to provide any accommodation would also need to be documented. Companies should have an SOP or other procedural document that sets out the company's position and criteria in this regard.

Support provided to a particular HCP/ORDM must never be, or be perceived to be, a reward, or inducement to prescribe, supply, administer, recommend, buy or sell any medicine.

Question: Does the rationale for the decision to provide support to a particular HCP/ORDM have to be within their written agreement?

Answer: Not necessarily. The rationale for the decision could be stated within an internal document. This document would need to be made available to the PMCPA on request in the event of a complaint.