

ANONYMOUS v MERCK SHARP & DOHME

Meeting at a Chinese restaurant

An anonymous complainant provided some photographs which were said to show a Merck Sharp & Dohme representative entertaining a group of doctors and their wives at a Chinese restaurant. It was alleged that a large percentage of the GPs' partners had no affiliation to the medical profession. Furthermore, the meeting was held in the public domain and had no medical educational content.

The Panel noted from the list of attendees provided by Merck Sharp & Dohme that eight male doctors, one female doctor and one female pharmacist had been invited to the meeting. The Panel queried Merck Sharp & Dohme's submission that two wives who had attended the restaurant, and did not qualify as delegates to the meeting in their own right, had sat at a separate table. Photographs provided by the complainant clearly showed at least four different women around the same table as everyone else.

The restaurant receipt, for £253.70, did not give details of the number of meals served. However, assuming that it was for the ten delegates and the representative, then the Panel did not consider that the amount paid was unreasonable *per se*. It was, however, impossible to assess the merits of the educational content of the meeting in question. There was no written invitation, no agenda and little other information. The meeting did not have a sufficiently clear educational content to justify the provision of hospitality. The meeting had been held on a Friday night in a part of a restaurant where the public were also present. The venue was unsuitable. The representative had not maintained a high standard of ethical conduct.

The Panel considered that the arrangements for the meeting were totally unacceptable. The informal arrangements compounded the impression of a mainly social event on a Friday night paid for by the pharmaceutical industry. The Panel ruled breaches of the Code as acknowledged by Merck Sharp & Dohme. The Panel further considered that the arrangements were such as to bring discredit upon the industry. A breach of Clause 2 was also ruled.

An anonymous complaint was received about a meeting arranged by a representative from Merck Sharp & Dohme Limited.

COMPLAINT

The complainant provided some photographs which were said to show a representative from Merck Sharp & Dohme Limited entertaining a group of doctors and their wives in December 2005 at a Chinese restaurant. It was alleged that a large percentage of the partners of the general practitioners had no affiliation to the medical profession. Furthermore, the meeting was held in the public domain and had no medical educational content.

The complainant was sure that the Authority would deal with the matter appropriately as, in the current climate, the last thing the pharmaceutical industry needed was further controversy.

When writing to Merck Sharp & Dohme the Authority asked it to respond in relation to Clauses 2, 9.1 and 19 of the Code.

RESPONSE

Merck Sharp & Dohme confirmed that the meeting was organized by one of its representatives; it was attended by nine local GPs and a pharmacist, and the total cost of the meal, including drinks was £253.70. Two wives who were not health professionals attended the restaurant. The representative informed the two spouses that under the Code and Merck Sharp & Dohme company policy they could not attend the medical meeting and the company could not pay for their meal or drinks. The spouses sat at a separate table and the costs were not paid by Merck Sharp & Dohme but by their respective spouses. Merck Sharp & Dohme had spoken to one of the GPs and he confirmed this account.

The representative invited a small group of local GPs to participate in a medical discussion concerning recent guidelines dealing with non-steroidal anti-inflammatories and Cox 2 inhibitors. The discussion was facilitated by a primary care trust lead physician with a particular interest in musculoskeletal medicine. The invitation was made verbally and there was no formal written invitation and no written agenda. The meeting was held in a public part of the restaurant, although efforts had been made to position the table away from the main part of the restaurant.

Whilst Merck Sharp & Dohme refuted the suggestion that there was no medical educational content at the meeting, it conceded that the arrangements for this particular meeting fell below acceptable standards and it accepted that it was in breach of Clause 9.1 in that high standards should be maintained at all times.

Merck Sharp & Dohme accepted that the venue was not appropriate and the medical content of the meeting should have been conducted in a private room. Merck Sharp & Dohme believed that the level of hospitality and the payment arrangements for the non qualifying spouses were consistent with the Code. However the arrangements within the venue did amount to a breach of Clause 19.1.

Merck Sharp & Dohme was actively taking steps to remind its representatives of Code requirements to ensure future compliance with regard to arranging and carrying out meetings with health professionals.

PANEL RULING

The Panel noted that as the event had been held in December the 2003 Code applied. The case was considered in accordance with the Constitution and Procedure set out in the 2006 Code of Practice booklet.

The Panel noted that, from the list of attendees provided by Merck Sharp & Dohme, eight male doctors, one female doctor and one female pharmacist had been invited to the meeting. The Panel queried Merck Sharp & Dohme's submission that two wives who had attended the restaurant, and did not qualify as delegates to the meeting in their own right, had sat at a separate table. Photographs provided by the complainant clearly showed at least four different women around the same table as everyone else.

The restaurant receipt, for £253.70, did not give details of the number of meals served. However, assuming that it was for the ten delegates and the representative, then the Panel did not consider that the amount paid was unreasonable *per se*. It was, however, impossible to assess the merits of the educational content of the meeting in question. There was no written invitation, no agenda and little other information. The meeting did not have a sufficiently

clear educational content to justify the provision of hospitality. The meeting had been held on a Friday night in a part of a restaurant where the public were also present. The venue was unsuitable. The representative had not maintained a high standard of ethical conduct.

The Panel considered that the arrangements for the meeting were totally unacceptable. The informal arrangements compounded the impression of a mainly social event on a Friday night paid for by the pharmaceutical industry. The Panel ruled breaches of Clauses 9.1 and 19.1 as acknowledged by Merck Sharp & Dohme. The Panel further considered that the arrangements were such as to bring discredit upon the industry. A breach of Clause 2 was ruled.

Complaint received	18 April 2006
Case completed	15 May 2006