

ANONYMOUS v SANTEN

Conduct of employees

An anonymous, non-contactable individual who described him/herself as a concerned physician, complained about the conduct of Santen UK Limited employees at the annual meeting of the Royal College of Ophthalmologists (RCOphth) in 2019 and a Santen organised meeting. Santen held marketing authorizations for a number of prescription-only eye drops including those used to treat glaucoma. It had also acquired the rights to Microshunt, a medical device for use in glaucoma.

The complainant drew attention to a poster session where a number of personnel from Santen asked delegates to leave the poster session to attend a meeting Santen was organising at a different venue. They even interrupted the judges during the judging of the posters to encourage them to attend the meeting. At one point, a senior company employee encouraged people to attend the Santen meeting by offering wine and dinner. The whole process felt a little desperate, as earlier personnel at the Santen booth had handed leaflets out and encouraged registration. The complainant was handed a bottle of water branded Santen, which was confusing as he/she thought the company must have a presence in ophthalmology. It was rather inappropriate to pollute the environment further with plastic.

The complainant stated that he/she was disappointed to find the first two sessions at the Santen meeting were irrelevant to his/her practice and only the final glaucoma presentation was interesting. The Santen meeting went on very late and food was not provided until the end although wine was provided much earlier. It was unclear as to what Santen was promoting, there did not appear to be any new therapies that Santen had developed or researched; it had bought other products and was promoting them.

The complainant stated that the final presentation was interesting but he/she was not sure what the speaker was there for. He/she seemed to promote a medical device (Microshunt) which the complainant was not sure belonged to Santen. Afterwards, the speaker indicated that he/she was paid a lot of money by Santen for the talk and given a business class ticket. In the complainant's view there were very capable UK physicians who could share experience. The complainant alleged that the conduct, activity and promotion of the products seemed ostentatious and inappropriate and pulled him/her and others away from networking to listen to talks (some irrelevant) and to wait to eat at a very late hour.

The complainant was unclear as to whether Santen could promote other companies' products since most of the glaucoma products appeared to be owned by another company and not developed by Santen. Santen was not well known in ophthalmology, unlike some other companies, which did not behave in such an inappropriate and unethical manner.

The detailed response from Santen is given below.

The Panel considered that it was important for a company to be mindful of the impression created by its activities; perception and cost were important factors when deciding whether subsistence was appropriate. In the Panel's view, it was not unreasonable to provide water from the company's exhibition stand. The Panel noted that the complainant stated he/she was confused when handed the bottle of water as he/she thought the company must have a presence in ophthalmology. The Panel noted that Santen clearly had products in the area and based on the allegation the Panel did not consider the single use, recyclable bottle of water as given by Santen which had a presence in ophthalmology was a gift as prohibited by the Code and thus ruled no breach of the Code.

In relation to the Santen meeting, the Panel noted that drinks were provided at the start and again with the buffet. The meeting started at 19.15 and according to the agenda ran for 2 hours. The Panel noted that the cost of dinner and drinks was £46.71. The Panel considered that, on balance, this was not unreasonable and was not out of line with what the recipients would normally adopt when paying for themselves. The Panel ruled no breaches of the Code.

The Panel noted that there was a difference of opinion in relation to what was said by and the conduct of Santen employees. The complainant had not provided any evidence to support his/her allegations in relation to the arrangements and invitations by Santen employees. The Panel, therefore, ruled no breach of the Code.

The Panel did not consider it was necessarily a breach of the Code to contact doctors outside the UK to present at meetings in the UK. The company's explanation that the Microhunt device was primarily developed in the USA and the relative experience of the speaker appeared to be an acceptable reason. Further, the complainant did not identify any relevant UK expert and Santen submitted it was not aware of any UK physicians with similar experience and knowledge. The Panel noted the payment. It was not a breach of the Code to provide business class flights for health professionals providing services to pharmaceutical companies. The Panel did not consider that the arrangements were such that they were in breach of the Code as alleged and ruled no breaches of the Code.

The Panel noted that Santen had medicines for glaucoma. There was no evidence with regard to the complainant's allegation that Santen promoted another named company's medicines or that promotion of Santen's medicines were ostentatious or inappropriate for the setting. The Code did not prevent companies from referring to other companies' medicines. The Panel decided that the complainant had not discharged the burden of proof in this regard that Santen had failed to maintain high standards and therefore ruled no breach of the Code.

The Panel considered that the meeting was tailored to the audience and therefore ruled no breach of the Code.

The Panel noted its comments and rulings above and did not consider that on the available information Santen had brought discredit upon, or reduced confidence in, the pharmaceutical industry. No breach of Clause 2 was ruled.

An anonymous, non-contactable individual who described him/herself as a concerned physician, complained about the conduct of Santen UK Limited employees at the annual meeting of the

Royal College of Ophthalmologists (RCOphth) in 2019 and a Santen organised symposium. Santen held marketing authorizations for a number of prescription-only eye drops including those used to treat glaucoma. It had also acquired the rights to Microshunt, a medical device for use in glaucoma.

COMPLAINT

The complainant stated that the RCOphth meeting exposed a significant number of ophthalmology specialists to new data and research applicable to clinical practice. The complainant stated that he/she was a regular attendee and derived great value from the meeting as well as being able to contribute to sessions.

The complainant drew attention to a poster session which commenced on the first day of the meeting; it was a great opportunity for delegates to congregate and socialise as well as review the posters. A number of personnel from Santen asked delegates to leave the poster session to attend a meeting it was organising at another venue which was quite a walk away. They even interrupted the judges during the judging of the poster session to encourage them to attend the meeting. This seemed a little untoward when the RCOphth meeting was about the science and interaction between professionals. At one point, a senior Santen employee encouraged people to attend the meeting by offering wine and dinner. The whole process felt a little desperate, as earlier in the day, personnel at the Santen booth had handed leaflets out and encouraged registration which the complainant did. The complainant noted that he/she was also handed a bottle of water branded Santen, which was confusing as he/she thought the company must have a presence in ophthalmology. The complainant also thought it rather inappropriate to pollute the environment further with plastic. Despite registering for Santen's meeting during the day, by the evening, and having met with colleagues, attendance was not a priority, however Santen employees were everywhere ferrying individuals to the meeting venue and since some of his/her colleagues were going, the complainant also went.

The complainant stated that he/she was disappointed to find the first two sessions were irrelevant to his/her practice and only the final glaucoma presentation was interesting. The Santen meeting went on very late and food was not provided until the end although wine was provided much earlier. It was unclear as to who were Santen and who were others involved in the process. It was also unclear as to what Santen was promoting, there did not appear to be any new therapies that Santen had developed or researched; it had bought other products and was promoting them. The complainant queried whether this was conventional for the pharmaceutical industry.

The complainant stated that the final presentation was interesting but he/she was not sure what the speaker was there for. Although very entertaining, he/she seemed to promote a medical device (Microshunt) which the complainant was not sure belonged to Santen. In talking to the speaker afterwards, he/she indicated that he/she was paid a lot of money by Santen for the talk and given a business class ticket to attend. In the complainant's view, there were very capable UK physicians who could share the experience. The complainant alleged that the conduct, activity and promotion of the products seemed ostentatious and inappropriate for the setting and pulled him/her and others away from networking and they were left to listen to talks (some irrelevant) to wait to eat at a very late hour on an already very long and active day.

The complainant was unclear as to whether Santen could promote other companies' products since most of the glaucoma products appeared to be owned by another named company and not

developed by Santen. Santen was not well known in ophthalmology, unlike some other companies, which did not behave in such an inappropriate and unethical manner.

The complainant hoped that the Authority would help ensure activity conducted by the industry remained ethical and sensitive to clinicians trying to catch up on research on those rare occasions they had time out of clinic.

When writing to Santen, the Authority asked it to consider the requirements of Clauses 2, 9.1, 11.1, 18.1, 22.1 and 23.1 of the Code. The case preparation manager cited particular clauses for each element of the complaint, details appear in the Panel's rulings.

RESPONSE

Santen submitted that RCOphth was a recognised professional body which represented ophthalmologists in the UK. This organisation arranged an annual meeting for its members independently of Santen and the company was not involved in the logistical arrangements or content of the scientific sessions. The meeting generally attracted around 1,400 delegates.

Santen had supported the RCOphth annual congress for the last 5 years, and at each meeting it had organised an educational symposium and an exhibition stand.

The Santen exhibition stand at the meeting in question was one of a large number from third party organisations. Santen provided details of the layout of the exhibition hall. The exhibition stand was managed by members of the sales and medical teams and the only subsistence provided was bottled water and in that regard Santen referred to PMCPA advice.

Can refreshments be provided from exhibition stands and, if so, what would be appropriate?

The Code allows the provision of hospitality at scientific meetings and the like and there is no reason why this should not be offered from an exhibition stand. Obviously, companies would have to be certain that the hospitality overall complied with the Code and that any hospitality provided from an exhibition stand was subsistence only and not at a level such as to induce a delegate to visit the stand. In the Authority's view companies should provide no more than non-alcoholic beverages, such as tea, coffee and water, and very limited quantities of sweets, biscuits or fruit. The Authority does not consider that hot dogs, ice-cream, waffles, etc should be provided at exhibition stands.

The water cost £1.30 per bottle and 500 were available on the stand. The water bottle was not intended to be reused, and therefore it did not constitute a gift. Santen strongly believed it was appropriate to provide individual water bottles to delegates, not least for reasons of hygiene, health and safety. With regard to the use of plastic, Santen noted that the water bottles were recyclable.

Delegates visiting the stand were invited to the Santen symposium referred to in the complaint (a copy of the invitation was provided). The stand also allowed delegates to pre-register to attend the symposium. Santen employees were provided with registration cards (copy provided) that were completed by delegates if they wanted to attend the symposium. Delegates attending the annual congress would be appropriate delegates for the symposium, which was targeted at specialist health professionals involved in managing eye disease. Delegates were encouraged to complete registration cards to facilitate a smooth sign in process at the symposium. Delegates

who had not previously registered, could also attend and a registration desk was available outside the symposium meeting room.

In summary, the exhibition stand was appropriate to the meeting, it displayed materials relating to the symposium that were appropriate and relevant to the audience and provided appropriate levels of subsistence. Santen denied that its conduct was 'ostentatious and inappropriate' and strongly denied any breaches of Clause 9.1 and 18.1.

Santen submitted that its meeting venue was selected as a suitable; it was close to the main meeting venue. The meeting was due to start at 18:30, the end of day 1 of the congress. The agenda for the symposium was provided. The symposium ended at 20:30 with a buffet dinner.

The symposium was accredited by for continuing education and training (CET) and approved for the competencies of ocular disease and standards of practice. The symposium was also accredited for continuous professional development (CPD) points by the CPD Certification Service. Santen firmly believed the symposium was highly relevant and of significant value to RCOphth meeting delegates.

As noted above, delegates could register on the Santen exhibition stand at the RCOphth meeting. Delegates not at that meeting could register for the event via the Santen events website. In addition, there was also another event, the UKISCRS (United Kingdom and Ireland Society of Cataract and Refractive Surgeons) meeting in a different part of Glasgow. Santen had also exhibited at that meeting, and delegates attending that event could register for the Santen symposium by visiting the exhibition stand there. Santen noted that UKISCRS was an independently organised meeting and Santen's involvement was strictly limited to an exhibition stand at the event. The attendees at the UKISCRS meeting would also be ophthalmology specialists and therefore the symposium would have been highly relevant to them. In total over 60 health professionals attended the symposium.

Santen noted that around 20 of its employees from the UK and EMEA (Europe, Middle East and Africa) region also attended one employee was present to register delegates. The Santen delegates primarily attended the symposium for their education; to listen to the speakers and in particular learn about the Microshunt, a relatively new addition to the Santen portfolio, as it was a unique opportunity for the team to hear from an internationally recognised expert. A list of the delegates was provided.

As the subsistence was prearranged by the venue, Santen had to estimate numbers of delegates that would attend. The contract consisted of the following refreshments, arrival drinks of beer, wine or soft drink and snack bowls followed by a buffet dinner and drinks. The total cost per person, based on the number of attendees for arrival drinks and the buffet dinner/drinks, was £46.71 per person.

Santen submitted that the costs of subsistence were modest, in keeping with the educational meeting, and therefore denied any breaches of Clauses 2, 9.1 and 22.1 of the Code.

Santen stated that health professionals could submit posters to the RCOphth meeting organising committee for it to select which could be displayed at the meeting. The authors of the selected posters were informed that posters would be displayed throughout Monday and judged on Monday evening, and authors were encouraged to be at their poster. The poster session was a very informal event, with a number of delegates viewing the posters but also generally engaged in

dialogue with others. Delegates therefore entered and left the poster area throughout the duration of the session. Authors were not told who the judges would be, and therefore neither the poster authors, nor Santen employees, knew who was judging the posters. The complainant acknowledged that he/she did not know who Santen was, and therefore presumably did not know who the Santen employees were. Santen thus did not know how the complainant could allege that Santen employees interrupted the judges, and no further evidence had been provided.

The Santen symposium was scheduled to start after the poster session ended at 18:30, at which point the RCOphth meeting agenda would have concluded. On the day, the poster session overran and did not end until around 19:00. Consequently, Santen delayed its symposium until 19:15, to allow the RCOphth meeting to conclude whilst still allowing delegates to benefit from the educational symposium organised by Santen. Had Santen pressed ahead with the 18:30 start time, the consequence would have been to encourage delegates to leave the RCOphth meeting prematurely. The RCOphth meeting was completely independent of Santen, and therefore the company had no control over the finish time but it delayed its symposium to ensure delegates could enjoy the full RCOphth meeting and not feel pressurized to leave early.

Santen stated that it had investigated the matter with a senior manager who was present at the poster session between 17:30 and 18:30 and it had found no evidence that any Santen employee interrupted discussions at the poster session to encourage attendance at the Santen symposium. It was conceivable that Santen employees unknowingly spoke to one of the judges, given that the company did not know who they were. However, Santen strongly refuted the allegation that judges were interrupted.

The Santen team was briefed (copy of briefing document supplied) to guide delegates from the poster session to the Santen meeting venue, which was a 5 minute walk from the congress venue. The Santen team had signage boards to ensure delegates were able to reach the symposium venue safely and conveniently. Two Santen employees also stood outside the poster session at the exit to the conference centre directing people who stated they were going to the Santen symposium and there were two more Santen employees along the 5 minute route guiding people so they did not get lost. Delegates were not pressurised in any way to attend the meeting and at no point was food or drink used as an incentive to attend the meeting.

Santen noted the allegation regarding a senior employee offering food and wine as an incentive. This was absolutely not the case. The employee spoke to around 15 RCOphth meeting delegates and did not offer subsistence as an inducement to attend the Santen meeting. The Santen senior employee asked one delegate if he/she planned to attend the meeting who replied that he/she was tired after a long day and despite registering he/she might now not attend. The employee replied that the meeting would be interesting and encouraged the delegate to attend; the employee then turned and walked away. It was at that point the delegate asked if food would be available, to which the employee replied 'Yes' responding only to the specific question asked and adding no further details. Santen noted that the individual had worked in the pharmaceutical industry for many years and had a deep understanding of the Code including the prohibition of providing inducements to health professionals. Santen also noted the complainant's comment that he/she decided to attend the symposium 'as some of his/her colleagues were going' and provided no evidence of coercion.

Santen reiterated that subsistence was never used to encourage delegates to attend the symposium and it denied breaches of Clauses 2, 9.1 and 18.1. The safety and wellbeing of delegates attending the symposium was of the utmost importance and it was appropriate to direct

them to ensure they reached the venue safely and with minimal inconvenience. The company denied the allegations of poor behaviour at the poster session and therefore refuted breaches of Clauses 2, 9.1 and 18.1.

Santen provided copies of the presentations used at its symposium. The presentations covered dry eye disease, vernal keratoconjunctivitis and glaucoma, all of which were conditions that were treated by UK ophthalmology specialists. Santen denied breaches of Clause 11.1. Santen assumed from the anonymous complainant's remarks about the 'interesting' glaucoma presentation that he/she was an ophthalmologist, and it confirmed that the Microshunt was a medical device, and that the commercial rights were held by Santen.

Santen noted that the complainant was disappointed to find the first 2 sessions were irrelevant to his/her practice. Santen prided itself on delivering high value educational events and it collected feedback, on a voluntary basis, from delegates attending the symposium. In summary, delegates were asked the following questions and to score on a 5-point scale ranging from strongly agree to strongly disagree.

- The meeting was interesting and engaging: 38 responses were received. 32 (84%) strongly agreed, 5 agreed and 1 was neutral.
- The meeting content was informative and educational: 38 responses were received. 31 (82%) strongly agreed, 6 agreed and 1 was neutral.
- The meeting exceeded my expectations: 38 responses were received. 27 (71%) strongly agreed, 7 agreed and 4 were neutral.

Delegates were also asked how likely they were to recommend this meeting to a colleague. They were asked to score on a 10-point scale, with 10 being 'extremely likely' to recommend the meeting. A total of 38 responses were received, and one was unmarked. Of the remaining 37 responses the scores provided were as follows:

- 18 delegates scored the meeting as 10
- 8 delegates scored the meeting as 9
- 7 delegates scored the meeting as 8
- 2 delegates scored the meeting as 7
- 1 delegate scored the meeting as 6
- 1 delegate scored the meeting as 5.

Therefore, while Santen was disappointed by the complainant's response to its symposium, the feedback from delegates confirmed the meeting was of high educational value and of relevance to their clinical practice.

Santen stated that the Microshunt device was primarily developed in the USA and therefore US physicians had long been involved in its development. A US speaker (biography provided) was selected due to his/her extensive knowledge and experience of Microshunt. He/she had been involved in the development of the device and published clinical papers on the short- and long-term data for the device. Santen was not aware of any UK physicians with the experience and knowledge of the Microshunt data being presented that would match that of the chosen speaker.

The US speaker was paid in recognition for time spent in developing a presentation (which comprised 93 slides), briefing teleconferences with Santen, attending the Santen symposium and presenting the data on Microshunt, and spending 2 full days out of his/her clinic.

The fees were consistent with Santen Inc. (the US office) guidance for US health professionals of the speaker's experience. The rate paid was lower than the fair market value rates provided by the US office (the latter of which was based on an independent annual survey), and Santen therefore firmly considered the payment represented fair market value for the internationally recognised expert. Specific details were provided. Santen noted that the US speaker flew business class to the UK as permitted for consultants provide consultancy services that required intercontinental travel. A copy of the speaker contract was provided.

In summary, Santen denied that the arrangements for the speaker were in breach of Clauses 23.1 and 9.1 of the Code.

Santen submitted that for the reasons set out above, it refuted all allegations of breaches of the Code and likewise strongly denied a breach of Clause 2. Santen provided a number of documents in relation to its symposium. Santen concluded that it was disappointed that a concerned physician had issued a complaint about Santen activities as the company took its responsibilities as an ethical company seriously. Santen denied any breaches of the Code and considered it had, at all times acted both within the letter and spirit of the Code. In particular Santen strongly refuted all allegations regarding poor conduct and vehemently denied that Santen had brought the industry into disrepute.

PANEL RULING

The Panel noted that 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 impression that was created by the arrangements for any meeting must always be kept in mind.

The PMCPA's guidance on items at conferences and exhibition stands stated that the Code allowed the provision of hospitality at scientific meetings and the like and there was no reason why it should not be offered from an exhibition stand. Companies would have to be certain that the hospitality overall complied with the Code and that any hospitality provided from an exhibition stand was subsistence only and not at a level as to induce a delegate to visit the stand. In the Authority's view companies should provide no more than non-alcoholic beverages, such as tea, coffee and water, and very limited quantities of sweets, biscuits or fruit. The Authority advised that it did not consider that hot dogs, ice-cream, waffles, etc should be provided at exhibition stands.

The Panel considered that it was important for a company to be mindful of the impression created by its activities; perception and cost were important factors when deciding whether subsistence was appropriate. In the Panel's view, it was not unreasonable to provide water from the company's exhibition stand at the meeting in question. The Panel noted that the complainant

stated he/she was confused when handed the bottle of water as he/she thought the company must have a presence in ophthalmology. The Panel noted that Santen clearly had products in the area and based on the allegation the Panel did not consider the single use, recyclable bottle of water as given by Santen which had a presence in ophthalmology was a gift as prohibited by Clause 18.1 and thus ruled no breach of Clause 18.1 and consequently no breach of Clause 9.1.

In relation to the arrangements for the evening meeting the Panel noted that drinks were provided at the start and again with the buffet. The Panel noted that the meeting started at 19.15 and according to the agenda ran for 2 hours. The Panel noted that the pre event drinks cost £5.07 per head and the cost of dinner and drinks after the meeting was £41.64, giving a total of £46.71. The Panel considered that, on balance, this was not unreasonable and was not out of line with what the recipients would normally adopt when paying for themselves. The Panel ruled no breach of Clause 22.1 in that regard and consequently no breach of Clause 9.1 and 2.

There was a difference of view in that the complainant alleged that the senior Santen employee offered wine and dinner to encourage people to attend the meeting whereas Santen submitted the reference to food being provided was in response to a specific enquiry. The Panel noted that Santen encouraged health professionals to attend its meeting including facilitating travel to the venue (said to be a five minute walk). This was not necessarily unacceptable. The poster session due to finish at 18:30 overran and finished at 19:00. Santen submitted that it delayed its meeting so that delegates could attend the full RCOphth meeting and not feel pressurised to leave early. The company submitted that it did not know the identity of the judges, however, it was of course possible that Santen staff unknowingly spoke to the judges. The company submitted, however, that it did not interrupt them as alleged.

The Panel noted that there was a difference of opinion in relation to what was said by and the conduct of Santen employees. The complainant had not provided any evidence to support his/her allegations in relation to the arrangements and invitations by Santen employees. The Panel, therefore, ruled no breach of Clauses 18.1, 9.1 and 2.

The Panel did not consider it was necessarily a breach of the Code to contact doctors outside the UK to present at meetings in the UK. The company's explanation that the Microshunt device was primarily developed in the USA and the relative experience of the speaker appeared to be an acceptable reason for the use of the speaker. Further, the complainant did not identify any relevant UK expert and Santen submitted it was not aware of any UK physicians with similar experience and knowledge. The Panel noted the hourly rate which Santen submitted was lower than the fair market value rate provided by its US office. It was not a breach of the Code to provide business class flights for health professionals providing services to pharmaceutical companies. The Panel did not consider that the arrangements, with regard to the US speaker, were such that they were in breach of the Code as alleged. It therefore ruled no breach of Clause 23.1 and consequently no breach of Clause 9.1.

The Panel noted that Santen had medicines for glaucoma. It appeared that some of Santen's medicines were previously another company's. The Code did not prevent companies from referring to other companies' medicines. There was no evidence with regard to the complainant's allegation that Santen promoted another company's medicines or that the promotion of its products were ostentatious and inappropriate for the setting. The Panel decided that the complainant had not discharged the burden of proof in this regard that Santen had failed to maintain high standards. The Panel therefore ruled no breach of Clause 9.1 of the Code.

With regard to the allegation that some of the presentations were irrelevant, the Panel noted that the invitation stated that the meeting would provide advanced and interactive education on real world evidence in ophthalmology with a focus on dry eye disease, vernal keratoconjunctivitis and glaucoma. The symposium booklet gave further details including the topics for the three presentations, these being 'Real world experience of Ikervis use with the modern approach to dry eye disease' (DED), 'Exploring the management of DED and [vernal keratoconjunctivitis] VKS through patient case studies' and 'What minimally invasive glaucoma surgery means for your patients and for you in the real world'. The title of the third presentation on the slides provided by Santen differed to that in the symposium booklet and stated 'Change is coming in what it is like to have or treat glaucoma'. The presentations referred to medicines and devices, including Santen's and, *inter alia*, compared various medicines to treat the conditions. Santen had Microshunt, a medical device which was also referred to within one of the presentations. The symposium booklet included the prescribing information for Santen's product Ikervis. In the Panel's view, the meeting was a promotional meeting within the scope of the Code. It was due to run from 18:30 until 20:30 when dinner would be provided. The Panel noted that the meeting start was delayed until 19:15 by Santen. Those attending would know this and that the meeting was likely to finish later than planned. The Panel was unsure when the symposium booklet was handed out as this gave a more detailed description of the meeting than the invitation. The Panel did not consider that there was evidence to show that the content of the meeting was not tailored to the audience who would be attendees at the ophthalmology conference. The complainant stated the he/she attended because colleagues were attending. The feedback provided by Santen from around half of the delegates (38) of who attended (63) showed that just over half the attendees either agreed or strongly agreed (37) that the meeting was interesting and engaging and that the content was informative and educational. On the evidence provided, the Panel considered that the meeting was tailored to the audience. The Panel therefore ruled no breach of Clause 11.1.

The Panel noted its comments and rulings above and did not consider that on the available information Santen had brought discredit upon, or reduced confidence in, the pharmaceutical industry. No breach of Clause 2 was ruled.

Complaint received **19 June 2019**

Case completed **15 November 2019**