

ANONYMOUS, NON-CONTACTABLE v NOVO NORDISK

Declaration of sponsorship of a meeting

An anonymous, non-contactable individual, who described him/herself as a concerned health professional, complained that a flyer for an International Diabetes Summit which was organised by the All Party Parliamentary Group (APPG) and held at the House of Commons in December 2018 did not have any sponsorship statement despite Novo Nordisk's heavy involvement with the event; its chief executive officer (CEO) was one of the speakers.

The complainant alleged that the meeting was advertised across many media channels including websites, social media etc. The complainant alleged numerous breaches of the Code including that there was no evidence of certified meetings.

The detailed response from Novo Nordisk is given below.

The Panel noted that the Code required that when meetings were sponsored by pharmaceutical companies, that fact must be disclosed in all of the papers relating to the meetings and in any published proceedings. The declaration of sponsorship must be sufficiently prominent to ensure that readers were aware of it at the outset.

The Panel noted Novo Nordisk's submission that its CEO was clearly listed on both the flyer and the agenda and that it had made numerous unsuccessful attempts to ensure that a sponsorship statement was included on all relevant materials. The Panel noted email correspondence between Novo Nordisk and the organising office in which the office asked Novo Nordisk to send the line about sponsorship which needed to go in the brochure and Novo Nordisk's recommended wording in response. It was thus unclear why a sponsorship statement had not been used.

The Panel noted Novo Nordisk's submission that it had sponsored a panel discussion – Health Inequality in Urban Diabetes; although the APPG had the final decision, Novo Nordisk had suggested the topic for the session and two of the speakers. Novo Nordisk had also paid the speakers' expenses and a fee for service for one of them.

Novo Nordisk had also sponsored lunch for the speakers and some attendees, as requested by the APPG for Diabetes.

Whilst the Panel noted Novo Nordisk's submission that a verbal declaration was made at the opening of the meeting that elements had been sponsored by Novo Nordisk, Novo Nordisk's sponsorship statement was not included on the information about the meeting on the APPG website or on the meeting flyer provided by the complainant.

The Panel noted that a verbal declaration was insufficient and did not negate the failure to include the declaration on the meeting materials. The Panel, therefore, ruled a breach of the Code in relation to each item.

The Panel considered that Novo Nordisk had failed to maintain high standards in this regard and a further breach of the Code was ruled.

The Panel noted that the Code stated that material relating to medicines and their uses, whether promotional or not, and information relating to human health or diseases which is sponsored by a pharmaceutical company must clearly indicate that it has been sponsored by that company. The Panel noted that the front page of the flyer provided by the complainant included some information about diabetes and a further breach was ruled in this regard due to the lack of sponsorship statement on this material.

The Panel considered that the complainant had not established that Novo Nordisk had failed to certify any meetings that required certification under the Code. No breach of the Code was ruled.

The Panel noted that the complainant listed a number of other clauses but provided few or no details of why, in his/her view, Novo Nordisk was in breach of those clauses. It was not for the Panel to make out a complainant's allegations. The Panel therefore, ruled no breach of the Code in that regard.

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

An anonymous, non-contactable individual, who described him/herself as a concerned health professional, complained about a flyer for an International Diabetes Summit held at the House of Commons in December 2018. The complainant provided a copy of the flyer for the event.

COMPLAINT

The complainant noted that the flyer did not have any sponsorship statement although Novo Nordisk was heavily involved with the event; the chief executive officer was one of the speakers and a Team Novo Nordisk rider (cyclist) would attend.

The complainant hoped that such meetings that were held between professionals that abided by such high standards of compliance should be made aware of the involvement of pharmaceutical companies.

The complainant alleged a breach of the Code for sponsored meetings. The complainant alleged that these meetings were advertised across many media channels including websites, social media etc. The complainant alleged breaches of Clauses 2, 9, 14, 18, 19, 20, 22, 23, 24, 26 and 28. With regard to Clause 14, the complainant referred to there being no evidence of certified meetings.

When writing to advise Novo Nordisk, the Authority noted the specific allegations regarding the lack of a statement about the company's involvement in the meeting and in relation to that matter it asked Novo Nordisk to bear in mind the requirements of Clauses 2, 9.1, 9.10, and 22.4.

RESPONSE

Novo Nordisk explained that the International Diabetes Summit 2018, held in December 2018 at the House of Commons, was organised by the All Party Parliamentary Group (APPG) for Diabetes. An MP's office organised the meeting in terms of agenda and logistics on behalf of the APPG. An article about the meeting on the APPG website clearly stated that the APPG for Diabetes was holding the meeting, and the contact details for a member of staff in the organising office were given for those wishing to attend.

The Chair of the APPG asked Novo Nordisk to support part of the meeting. The company sponsored the session from 15:15 to 15:55; Panel Discussion – Health Inequality in Urban Diabetes. Novo Nordisk suggested the topic of this session and two of the speakers but the APPG had the final decision on both matters. Novo Nordisk paid travel expenses and accommodation for both speakers, and a fee for service for one of them which was in line with the company's fair market value rates for patients. Accommodation was provided to ensure that both speakers were present for the start of the meeting at 09:30.

Novo Nordisk also sponsored lunch for the speakers and some attendees, as requested by the APPG for Diabetes. The lunch, for 23 people, was by invitation only of the APPG and was held in a private area and the cost was given. This was in line with Novo Nordisk's policy on supporting meetings with similar standards to its own with regard to providing subsistence secondary to education.

The chief executive officer (CEO) of Novo Nordisk A/S (the Head Quarter parent company), attended the meeting and delivered a keynote speech in the afternoon. Novo Nordisk Ltd asked the APPG for Diabetes if the CEO could attend the meeting as he/she was in the UK on that day. The APPG invited the CEO to give a keynote speech. Novo Nordisk had made a significant investment in the UK through the collaboration with Oxford University and the creation of the Oxford Research Centre, therefore Novo Nordisk's support and investment in diabetes research in the UK was of interest to the group. It was clear from the flyer and the agenda that the keynote speaker was the CEO for Novo Nordisk.

Novo Nordisk did not have a list of meeting attendees. There were 11 attendees from Novo Nordisk, including the CEO.

Novo Nordisk communicated with the organising office about the need for a sponsorship declaration on all meeting materials. A member of the market access team had spoken several times to a member of the organising office about the matter and an email was sent with the required wording.

Novo Nordisk explained that Team Novo Nordisk was a diabetes professional cycling team, sponsored by Novo Nordisk A/S. The attendance at the meeting of one of the professional cyclists who was part of the team was arranged by the Region Europe team of Novo Nordisk, based in Copenhagen, Denmark.

Novo Nordisk submitted that it had made numerous attempts to ensure that a sponsorship statement was included on all relevant materials. It was unfortunate that this was not included on the APPG website and flyer provided by the complainant. However, the Chair of the APPG for Diabetes opened the meeting and stated that elements had been sponsored by Novo Nordisk.

Novo Nordisk stated that it tried its best to ensure the sponsorship declaration was included and so it denied a breach of Clauses 9.10 and 22.4. In addition, high standards were upheld and therefore it denied a breach of Clause 9.1. The pharmaceutical industry's reputation was not discredited and therefore Novo Nordisk denied a breach of Clause 2. With regard to the alleged breaches of Clauses 14, 18, 19, 20, 23, 24, 26 and 28, Novo Nordisk did not understand the complainant's concerns as there was no supporting evidence provided. It was unfortunate that the complainant was non-contactable as the company would welcome the opportunity to address any concerns around those clauses. The company was confident that its sponsorship of the meeting was not in breach of those clauses.

PANEL RULING

The Panel noted that the complainant was anonymous and non-contactable. The Constitution and Procedure for the PMCPA stated that anonymous complaints would be accepted but that, like all other complaints, the complainant had the burden of proving his/her complaint on the balance of probabilities. All complaints were judged on the evidence provided by the parties. The complainant could not be contacted for more information. The PMCPA was not an investigatory body as such.

The Panel noted that Clause 22.4 stated that when meetings were sponsored by pharmaceutical companies, that fact must be disclosed in all of the papers relating to the meetings and in any published proceedings. The declaration of sponsorship must be sufficiently prominent to ensure that readers were aware of it at the outset.

The Panel noted Novo Nordisk's submission that its CEO was clearly listed on both the flyer and the agenda and that it had made numerous attempts to ensure that a sponsorship statement was included on all relevant materials but unfortunately it was not. The Panel noted email correspondence between Novo Nordisk and the organising office in which the office asked Novo Nordisk to send the line about

sponsorship which needed to go in the brochure and Novo Nordisk's recommended wording in response. It was thus unclear to the Panel why a sponsorship statement had not appeared on the flyer provided by the complainant or the agenda according to Novo Nordisk.

The Panel noted Novo Nordisk's submission that it had sponsored the session from 15:15 to 15:55 titled Panel Discussion – Health Inequality in Urban Diabetes; although the APPG had the final decision, Novo Nordisk had suggested the topic for the session and two of the speakers. Novo Nordisk had also paid travel expenses and accommodation for those two speakers and a fee for service for one of them.

Novo Nordisk had also sponsored lunch for the speakers and some attendees, as requested by the APPG for Diabetes.

Whilst the Panel noted Novo Nordisk's submission that a verbal declaration was made at the opening of the meeting that elements had been sponsored by Novo Nordisk, Novo Nordisk's sponsorship statement was not included on the information about the meeting on the APPG website or on the meeting flyer provided by the complainant. The Panel noted that a verbal declaration was insufficient and did not negate the failure to include the declaration on the meeting materials. The Panel, therefore, ruled a breach of Clause 22.4 in relation to each item.

The Panel considered that Novo Nordisk had failed to maintain high standards in this regard and a breach of Clause 9.1 was ruled.

The Panel noted that Clause 9.10 stated that material relating to medicines and their uses, whether promotional or not, and information relating to human health or diseases which was sponsored by a pharmaceutical company must clearly indicate that it had been sponsored by that company. The Panel

noted that the front page of the flyer provided by the complainant included disease information about diabetes and therefore Clause 9.10 was relevant and a breach was ruled.

The Panel noted that the complainant cited Clause 14 and stated that there was no evidence of certified meetings. The Panel noted that the complainant made a general allegation but had not submitted any detailed reasons. The Panel noted that it was not for the Panel to infer detailed reasons to support the allegation on behalf of the complainant. It was for the complainant to establish his/her case on the balance of probabilities. The Panel noted that the complainant bore the burden of proof and considered that he/she had not established that Novo Nordisk had failed to certify any meetings that required certification under the Code. No breach of Clause 14 was ruled.

The Panel noted that the complainant listed a number of other clauses but provided few or no details of why, in his/her view, Novo Nordisk was in breach of those clauses. It was not for the Panel to make out a complainant's allegations. The Panel noted Novo Nordisk's submission that with regard to the alleged breaches of Clauses 18, 19, 20, 23, 24, 26 and 28, it did not understand the complainant's concerns as there was no supporting evidence provided. The Panel, therefore, ruled no breach of Clauses 18, 19, 20, 23, 24, 26 and 28 of the Code.

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

Complaint received

11 December 2018

Case completed

30 July 2019