

ANONYMOUS, NON-CONTACTABLE v NAPP

Use of social media to advertise meetings

An anonymous, non-contactable complainant who described him/herself as a concerned health professional complained that advertisements for meetings, sponsored by pharmaceutical companies, including Napp, on Facebook and Twitter did not include sponsorship statements.

According to the complainant, this was notable from Facebook notifications and the meeting advertisements themselves. The complainant further alleged that these advertisements were reaching the public.

The complainant provided a copy of material which referred to a diabetes specialist nurse meeting which appeared to be one of a series and noted that Napp was even hosting one of the meetings.

The detailed response from Napp is given below.

The Panel noted that a group of diabetes specialist nurses (DSNs) appeared to be planning to hold nine meetings in different areas of England over a week in 2019. None of the meetings had taken place at the time the complaint was received or considered.

The Panel noted that the complainant provided no Twitter postings in support of his/her allegations but had provided what appeared to be a post on Facebook which gave the date and location of one meeting.

The Panel noted Napp's submission that it was not sponsoring the meeting advertised in the post provided by the complainant. The Panel, therefore, ruled no breach of the Code in relation to the post provided by the complainant for that meeting.

The Panel noted that Napp provided a similar Facebook post for another meeting, which listed Napp's offices as the venue for the meeting. The Panel noted Napp's submission that it had agreed to sponsor the meeting and had also decided to sponsor (venue payment and appropriate refreshments) six of the nine DSN meetings. The arrangements were planned to be similar.

The Panel noted that the agenda for the meeting at Napp's offices stated 'This has been solely produced by the [group of DSNs]. The funding for the printing and venue has been provided through sponsorship by Napp Pharmaceuticals'. It further stated that Napp would have an exhibition stand outside the meeting room.

The Panel noted Napp's submission that it was a 'hands-off' sponsorship of a third party organised non-promotional and educational meeting and that Napp had had no involvement in the organisation of the meeting. The Panel considered that whilst

the agenda of the meeting detailed Napp's involvement in sponsorship of the meeting, each item had to stand alone. The Panel considered that although Napp's office was listed as the venue on the Facebook post advertising the meeting, Napp's sponsorship was not clear from that post and the Panel, therefore, ruled a breach of the Code which was appealed by Napp.

The Appeal Board noted the Napp sponsorship agreement for the meeting at issue signed by a nurse on behalf of the group of DSNs which stated that 'The Recipient has confirmed that in all materials or publications which arise from or are used in connection with Activities (including invites and agendas), Napp's Sponsorship of the Activities will be declared by displaying the following statement 'Supported by sponsorship from Napp Pharmaceuticals Limited'. The declaration of sponsorship must be sufficiently prominent to ensure readers are aware of it at the outset'.

The Appeal Board noted Napp's submission that the arrangements were an arms-length sponsorship of a third party organised non-promotional educational meeting and that the group of DSNs were not a third party engaged by, or acting on behalf of, Napp. Napp had approved the agenda which included its sponsorship declaration and that its offices were the venue for the meeting. The Appeal Board noted Napp's submission that it had no knowledge of the Facebook post detailing the meeting at issue prior to receiving the complaint.

The Appeal Board noted Napp's submission that according to the information provided to it from the group of DSNs if 'Event' or 'Invite' were clicked within the Facebook post at issue the link included the declaration of Napp's sponsorship.

The Appeal Board noted that the agenda included the sponsorship statement and listed Napp's offices as the venue and that the Facebook post gave Napp's address under the heading 'Details'. The Appeal Board considered, in the particular circumstances of this case, that the group of DSNs had not included a declaration of Napp's sponsorship on the Facebook post at issue at the outset, despite Napp's sponsorship agreement, did not amount to a breach of the Code. The Appeal Board, therefore, ruled no breach of that clause. The appeal was successful.

The Panel noted the complainant's allegation that the meeting advertisements were reaching the public. The Panel noted Napp's submission that the group of DSNs confirmed that the posts appeared on its open Facebook page which could be accessed by anyone in addition to its closed Facebook group which was for registered diabetes

specialists only. The two Facebook posts stated that the events were for health professionals only and neither made reference to any prescription only medicine. The Panel noted Napp's submission that it would pay for the printing of the agenda but would not be involved in any further promotion of the meeting. Advertisements including any social media advertisements for the meetings were done by DSNs.

As noted above, Napp had no involvement with regard to the first meeting. Without considering the responsibility of Napp in relation to the post for the second meeting at Napp's offices, it was clear to the Panel that the complainant had not provided any evidence to show that Napp had advertised a prescription only medicine to the public in relation to its involvement with the meetings. No breaches of the Code were ruled.

The Panel noted that the complainant stated that there was no evidence of certified meetings. There was no requirement under the Code for meetings in the UK to be certified. The Panel therefore ruled no breach of the Code.

With regard to Napp hosting one of the meetings, the complainant did not specifically state what were the concerns. The Panel did not consider that the complainant had provided any evidence to show that holding the meeting at Napp's offices was inappropriate and, based on the narrow allegation, 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, Napp was in breach of those clauses. It was not for the Panel to make out a complainant's allegations. The Panel, therefore, ruled no breaches of the Code.

The Panel noted its comments and rulings above and did not consider, in the circumstances of this case, that Napp had failed to maintain high standards. No breach of the Code was ruled.

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 matter warranted such a ruling and so no breach of Clause 2 was ruled.

An anonymous, non-contactable complainant who described him/herself as a concerned health professional complained about advertisements for meetings, sponsored by pharmaceutical companies, including Napp, on Facebook and Twitter.

COMPLAINT

The complainant alleged that advertisements for meetings that were being sponsored by pharmaceutical companies, including Napp, on Twitter and Facebook did not include sponsorship statements. According to the complainant, this was notable from Facebook notifications and the meeting advertisements themselves. The complainant further alleged that these advertisements were reaching the public.

The complainant stated that, in particular, and most notable, was that Napp was even hosting one of the meetings.

The complainant provided a copy of material which referred to a diabetes specialist nurse meeting which appeared to be one of a series. The description referred to diabetes health professionals with a love of diabetes care and that the meeting was a fabulous networking and learning opportunity where experienced professionals and people with diabetes would inform and inspire with new skills and innovations in diabetes care.

The complainant alleged that Napp was in breach of the following clauses:

- Clause 2 – bringing discredit to the industry
- Clause 4 – prescribing information (lack of in promotional materials)
- Clause 9 – high standards and suitability
- Clause 11 – distribution of materials
- Clause 12 – disguised promotion
- Clause 14 – certification – no evidence of certified meetings
- Clause 18 – inducements and appropriate payments of officials
- Clause 19 – medical educational goods and services
- Clause 20 – joint working
- Clause 22 – meetings, hospitality and sponsorship
- Clause 23 – the use of consultants
- Clause 24 – transfer of value to health professionals
- Clause 26 – relations with the public and media
- Clause 28 – internet.

RESPONSE

Napp noted that the complainant provided no Twitter posting and the 'advert' provided made no mention of Napp. Napp did note, however, that the complainant noticed from the Facebook notifications and meeting advertisements that there were no sponsorship statements.

Napp stated that the meetings at issue were of a group of DSNs that had a large number of members in its Facebook group. This was a closed group whose membership consisted solely of health professionals. According to its website, 'The aim of the [group of DSNs] is to share best practice to improve outcomes for people with diabetes ... and to connect DSNs to provide a support network of specialists'. Napp submitted that it had no partnership or past relationship with this DSN group and only became aware of its existence when one of Napp's representatives was approached by a local DSN to seek funding to support a meeting in February 2019. Napp viewed this as the provision of sponsorship for a third party organised non-promotional and educational meeting. Napp followed its internal compliance processes as per its relevant standard operating procedure (SOP) and relevant sales force training. The sales force used a computer-based customer relationship management (CRM) system and as part of it were trained on compliance advice relating to third party sponsorship meeting requirements/agreements.

The appropriate completed and signed (by the third-party specialist nurse) sponsorship form was reviewed and examined by two medical signatories. Napp submitted that high standards were, therefore, maintained as per Clause 9.1. Clear declaration of Napp's involvement and sponsorship were on the agenda (copy provided), as per Clauses 9.10 and 22.4. Napp submitted that it would pay for the printing of the agenda but would not be involved in any further promotion of the meeting and would not distribute the printed agendas to any of the health professionals.

Napp submitted that the meeting was to be held in one of the meeting rooms at Napp's offices as venue support. Napp submitted that the meeting facility was appropriate as per Clause 22.1: there would be no entertainment, it was an appropriately sized dedicated private meeting room, a reasonable light lunch would be provided, and there was ample parking. There would be a separate area for an exhibition stand promoting Invokana (canagliflozin) manned by two representatives. The stand would be in a private area outside the meeting room, away from other Napp staff and any members of the public. Napp noted that towards the end of the meeting, the meeting agenda involved a presentation by a diabetic patient, and it had been highlighted to the group of DSNs that it must keep the patient speaker away from the promotional stand. No-one from Napp would attend the meeting presentations. Napp submitted that it had no involvement in the development of the agenda or selection of the speakers and associated presentations. This meeting was solely organised by the group of DSNs; Napp had no involvement in the organisation of the meeting and, in that regard, Napp referred to the declaration on the February 4 agenda. Napp submitted that since agreeing to sponsor the meeting, it had decided to sponsor (venue payment and appropriate refreshments) six of the nine meetings. The arrangements were planned to be similar and aligned to Napp's SOPs and approval process as explained above.

Napp reiterated that it had provided a hands-off sponsorship only as a way of meeting support to help fund the group of DSN's meeting and had not been involved in any promotion of the events, including any social media advertisements. Napp had no knowledge of Facebook and Twitter postings until it was notified of the complaint. Napp staff have had no involvement at all in these postings. The postings were made solely by members of the group of DSNs, who were independent health professionals.

Napp stated that once it knew about these postings, it telephoned and emailed members of the group of DSNs to gain further information about the postings and provide additional advice about Code compliance, for example, Napp asked the group of DSNs to make more prominent that the meetings were for health professionals only and solely organised by the group of DSNs. Relevant correspondence was provided. Napp submitted that the postings on Facebook could be accessed by anyone due to the public nature of Facebook.

However, the postings did not promote any medicines and clearly stated that the event was for health professionals only.

The DSNs confirmed that 'these are on our closed Facebook group which is for registered diabetes specialists HCPs only! They are also on our open Facebook group which is mainly for practice and community nurses in diabetes'. The correspondence also confirmed that Napp was not sponsoring the meeting in the post provided by the complainant; an unrelated company was sponsoring that meeting.

Napp provided a copy of its Corporate and Code guidance document on Social Media and the signed agreement for the third-party meeting sponsorship to acknowledge the presence of a promotional stand at the meeting.

Napp submitted that the following clauses were not relevant as follows:

Clause 4 – No promotional material had been distributed for Napp medicines (prescribing information would, of course, be available from the promotional stand at the meetings).

Clause 11 – Napp had not, and would not, be distributing any material, eg meeting agenda flyers.

Clause 12 – There would be no promotion at the meeting, apart from at a promotional stand outside the meeting which was stated on the agenda, so this was not disguised.

Clause 14 – The meetings were third party, non-promotional meetings examined by two medical final signatories rather than certified.

Clause 18 – There were no inducements, gifts or payments being paid to health professionals as part of the non-promotional educational meetings in question.

Clause 19 – There was no provision of medical and educational goods and services. This was a third party 'hands-off' sponsorship.

Clause 20 – This was not a joint working initiative and there was no joint working between Napp and the group of DSNs.

Clause 23 – Health professionals were not being used as advisors or consultants at the meetings. Napp was not involved in the selection or payment of any of the speakers.

Clause 24 – The events had not yet happened and, therefore, no transfers of value had happened. They would be captured once incurred as per disclosure requirements for sponsorships of third party events.

Clause 26 – There would be no advertising of prescription only medicines to members of the public and no evidence of this had been provided by the complainant.

In summary, Napp submitted that it had provided a comprehensive account of its involvement in the DSN group meetings and had explained how it had maintained high standards (Clause 9.1) and made clear its involvement in the agenda (Clauses 9.10 and 22.4). Napp submitted that the meeting arrangements concerning appropriate venues and hospitality would meet the requirements of Clause 22.1. Napp submitted that its activities had not brought discredit upon, or reduced confidence in, the

pharmaceutical industry, so it firmly believed that it had upheld the highest standards as per Clause 2.

PANEL RULING

The Panel noted that the complainant was anonymous and non-contactable; the Panel was, therefore, unable to contact him/her to ask for more information. The Panel noted that as set out in the introduction to the Constitution and Procedure, complainants had the burden of proving their complaint on the balance of probabilities. Anonymous complaints were accepted and, like all complaints, judged on the evidence provided by the parties.

The Panel noted that a group of DSNs appeared to be planning to hold nine meetings in different areas of England over a week in February 2019. None of the meetings had taken place at the time the complaint was received or considered.

The Panel noted that the complainant provided no Twitter postings in support of his/her allegations but had provided what appeared to be a post on Facebook from the group of DSNs which was headed Diabetes Specialist Nurse [group] and gave the date and location of a meeting. The Panel had no details with regard to the content to be presented at the meeting.

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 Napp's submission that it was not sponsoring the meeting advertised in the post provided by the complainant. The Panel, therefore, ruled no breach of Clause 22.4 in relation to the post provided by the complainant for that meeting.

The Panel noted that Napp provided a similar Facebook post for the meeting which listed Napp's offices as the venue. The Panel noted Napp's submission that it had agreed to sponsor this meeting and had also decided to sponsor (venue payment and appropriate refreshments) six of the nine meetings. The arrangements were planned to be similar.

The Panel noted that the agenda for the meeting stated 'This has been solely produced by the [group of DSNs]. The funding for the printing and venue has been provided through sponsorship by Napp Pharmaceuticals'. It further stated that Napp would have an exhibition stand outside the meeting room.

The Panel noted Napp's submission that it was a 'hands-off' sponsorship of a third party organised non-promotional and educational meeting and that Napp had had no involvement in the organisation of the meeting. The Panel considered that whilst the agenda of the meeting detailed Napp's involvement in sponsorship of the meeting, each item had to

standalone. The Panel considered that although Napp's office was listed as the venue on the Facebook post advertising the Cambridge meeting, Napp's sponsorship was not clear from that post and the Panel, therefore, ruled a breach of Clause 22.4.

The Panel noted that Napp provided the agenda for a third meeting which stated, *inter alia*, that the venue and catering for the event had been sponsored by Napp and Napp had had no input in to the agenda items for this meeting. Napp had also stated that it was sponsoring a number of other meetings. The Panel, however, did not have copies of the Facebook posts for those meetings and, therefore, could make no rulings in that regard.

The Panel noted the complainant's allegation that the meeting advertisements were reaching the public. The Panel noted that the complainant had raised Clause 26 but had not provided detailed reasons. Clause 26.1 included that prescription only medicines must not be advertised to the public. The Panel noted Napp's submission that the group of DSNs confirmed that the posts appeared on its open Facebook page which could be accessed by anyone in addition to its closed Facebook group which was for registered diabetes specialists only. The two Facebook posts stated that the events were for health professionals only and neither made reference to any prescription only medicine. The Panel noted Napp's submission that it would pay for the printing of the agenda but would not be involved in any further promotion of the meeting. Advertisements for the meetings including any social media advertisements were done by DSNs.

As noted above, Napp had no involvement with regard to the first meeting. Without considering the responsibility of Napp in relation to the post for the meeting at Napp's offices, it was clear to the Panel that the complainant had not provided any evidence to show that Napp had advertised a prescription only medicine to the public in relation to its involvement with the group of DSN's meetings. No breach of Clauses 26.1 and 28.1 were ruled.

The Panel noted that when quoting Clause 14 the complainant stated that there was no evidence of certified meetings. There was no requirement under the Code for meetings in the UK to be certified.

The supplementary information to Clause 22.1 included that all meetings which were planned were checked to see that they complied with the Code and meetings which involved travel outside the UK must be formally certified as set out in Clause 14.2. The Panel noted Napp's submission that the appropriate completed and signed (by the third-party specialist nurse) sponsorship form was reviewed and examined by two medical signatories. The Panel noted Napp's submission that all 9 of the meetings were to be held in the UK. The Panel, therefore, ruled no breach of Clause 14.2. With regard to Napp hosting one of the meetings, the complainant did not specifically state what were the concerns. The Panel noted that Clause 22.1 and its supplementary information stated, *inter alia*, that meetings must be held in appropriate

venues conducive to the main purpose of the event. With any meeting, certain basic principles applied including that the venue must be appropriate and conducive to the main purpose of the meeting; lavish, extravagant or deluxe venues must not be used, companies must not sponsor or organise entertainment (such as sporting or leisure events) and companies should avoid using venues that are renowned for their entertainment facilities. The Panel did not consider that the complainant had provided any evidence to show that holding the meeting at Napp's offices was inappropriate and, based on the narrow allegation, no breach of Clause 22.1 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, Napp was in breach of those clauses. It was not for the Panel to make out a complainant's allegations. The Panel was unsure which materials were at issue in relation to the alleged breaches of Clauses 4, 11 and 12. Napp submitted that Clauses 18, 19, 20, 23 and 24 were not relevant, including that the meetings had not happened, and it was not involved in the selection or payment of speakers. The Panel, therefore, ruled no breach of Clauses 4, 11, 12, 18, 19, 20, 23 and 24 of the Code.

The Panel noted its comments and rulings above and did not consider, in the circumstances of this case, that Napp had failed to maintain high standards. No breach of Clause 9.1 was ruled.

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 matter warranted such a ruling and so no breach of Clause 2 was ruled.

APPEAL BY NAPP

Napp noted that the complainant listed several Code clauses but provided no details as to why Napp was in breach of those clauses, the majority of which were irrelevant to the activity or this complaint. The complainant drew attention to the Facebook and Twitter advertisements for meetings that were being sponsored by pharmaceutical companies, including Napp Pharmaceuticals, which meant that the complainant was aware of Napp's sponsorship of the meetings. The complainant went on to state that Napp Pharmaceuticals was even hosting one of the meetings and that these meetings were being advertised across Facebook and Twitter and also reaching the public. Napp submitted that it was important to note that it was not found in breach of the clauses related to these allegations. However, for the appeal, Napp would focus on Clause 22.4.

As explained previously, Napp submitted that it had absolutely no knowledge of the Facebook or other social media postings until this was brought to its attention through receipt of the complaint. The group of DSNs were not a third-party agency for which Napp would be responsible for their activities. Napp played no part in the arrangements, nor the decision by the group of DSNs to post these

meetings on Facebook. Napp was not aware of the way the group of DSNs advertised its meetings and neither was it consulted by it before its decision to do so. Furthermore, the sponsorship agreements form for Napp, and signed by the group of DSNs, clearly stated 'The Recipient has confirmed that in all materials or publications which arise from or are used in connection with Activities (including invites and agendas), Napp's Sponsorship of the Activities will be declared by displaying the following statement 'Supported by sponsorship from Napp Pharmaceuticals Limited'. The declaration of sponsorship must be sufficiently prominent to ensure readers are aware of it at the outset'.

Napp submitted that according to the information sent to it by the group of DSNs, it did what they thought was right by not overtly advertising Napp's name to ensure only interested health professions would have access to the event details and the agenda. The group of DSNs was cautious not to mention Napp's name in the first screen view of their postings and hence the need to click on the 'Event' or 'Invite', which then had the wording of the declaration of sponsorship which accurately reflected Napp's involvement. Napp submitted that it had a robust process in place for the approval of third-party educational meetings including its SOPs and training given to staff about third parties and social media.

Napp stated it was not involved directly or indirectly with the posting on Facebook, and this should substantiate the fact that it was not responsible for the wording of the postings. Napp was only aware of the proposed meeting agenda which was approved as part of the 'arm's length' sponsorship request. This meeting agenda clearly stated the extent of Napp's sponsorship and the declaration was sufficiently prominent to ensure that readers were aware of it at the onset. Napp had no knowledge, control or influence over the Facebook postings. Since Napp was not aware of the postings, there was no way of reviewing these postings. Nevertheless, the postings, albeit printed after the Panel's ruling, stated 'Events have been solely organised by the [group of DSNs] and sponsored through funding by pharmaceutical companies'.

Napp noted that the PMCPA advice on 'Arm's length arrangements and unrestricted grants' stated:

'...it is possible for a company to sponsor material, produced by a third party, which mentioned its own products, and not be liable under the Code for its contents, but only if, *inter alia*, there had been a strictly arm's length arrangement between the parties. In practical terms the arrangements must be such that there could be no possibility that the pharmaceutical company had been able to exert any influence or control over the final content of the material.'

The above advice also stated that the factors which might mean there had not been a strictly arm's length arrangement would include, but not be restricted to:

- Initiation of the material, or the concept for it, by the pharmaceutical company (Napp submitted that it was not involved in the initiation of the Facebook posting or the agenda)
- Influence from the pharmaceutical company on the content/balance/scope of the material (Napp submitted that it did not influence the content of the Facebook posting or help produce it)
- Choice/or direct payment of the authors by the pharmaceutical company (Napp submitted that it did not pay any authors or any of the DSNs who wrote the posting)
- Influence from the pharmaceutical company on the list of persons to whom the material was sent. (Napp submitted that it was not involved and was unaware of list of persons the posting was sent).

Napp stated that the above consideration would apply to sponsorship of health professional meetings or events by pharmaceutical companies.

Napp submitted that it was an established requirement of the Code that companies would be held responsible under the Code for all third parties which undertook work on their behalf, whether engaged directly or indirectly. The group of DSNs was an NHS group and was not a third party engaged by or acting on behalf of Napp. Therefore, Napp was not responsible for the activities of the group of DSNs especially in this case which was without its knowledge.

That said, Napp submitted that pharmaceutical companies should not interfere with the arrangements of meetings organised by independent parties such as those organised by health professionals to avoid the accusations of influencing the arrangements or content of such meetings. Close involvement in aspects of such meetings could be perceived as controlling the meeting arrangements or programme. Napp should not be held liable or responsible for the activities of health professionals which was beyond its control and more importantly beyond the remit of a hands-off sponsorship.

Napp submitted that working with health professionals to fund educational meetings such as the group of DSN's meetings (which sought to share best practice in diabetes care and inform health professionals about skills in diabetes care) could bring significant benefits to patients. The role of the group of DSNs was hugely important in ensuring high-quality diabetes patient care. A ruling of a breach of Clause 22.4 in this case would not seek to encourage such initiatives which Napp was sure was not the PMCPA's intention.

In summary, Napp submitted that it had provided a comprehensive account of its involvement in the group of DSN's meetings and addressed its appeal of the Panel's ruling of Clause 22.4. Napp had explained how it was not involved in the arrangements of the meetings organised by the DSNs, including the decision to post the meetings on social media. Napp made clear its involvement in the agenda for the meetings which was simply to provide funding for the meetings without which would have been challenging for the group of DSN's

meetings to run. Napp appealed the breach of Clause 22.4 based on the above.

FURTHER PANEL CONSIDERATION

Following receipt of the appeal from Napp an error was identified in that three of the five enclosed pages provided by the complainant were not provided by the Case Preparation Manager to either Napp when it was notified of the complaint, or to the Panel as an enclosure attached to the original complaint. Two of the three pages at issue were provided by Napp in its response to the complaint and were, therefore, provided to the Panel. The third page listed geographical venues and links for four meetings and a statement that two were to be confirmed very soon (no URL link but a hashtag was stated). This third page was not provided to the Panel and therefore the Panel did not look at the links.

When the PMCPA became aware of this matter the omitted material was provided to Napp with a provisional view that the page in question had not affected the ultimate outcome of the matter or prejudiced Napp in any way and the appeal should proceed in the usual way. Napp was asked for its comments and stated that it had no significant additional comment at this stage but as it was appealing the Panel's ruling Napp reserved judgement on whether or not this could affect the outcome.

On reviewing the omitted material, the members of the Panel agreed that Napp was not disadvantaged by the Panel's failure to review the omitted information. The Panel's ruling of a breach of Clause 22.4 was clearly only in relation to the meeting held at Napp's offices. It could be argued that the failure to clearly indicate which of the meetings listed in the omitted information were sponsored by Napp might be covered by the complainant's very general allegations in this regard. The anonymous, non-contactable complainant might be disadvantaged. However, if the Appeal Board upheld the Panel's ruling of a breach of Clause 22.4 in relation to the meeting referred to in the information considered by the Panel, then the requisite undertaking would cover similar breaches of the Code including potentially those other meetings listed on the page in question. In these circumstances the appeal in relation to the meeting should go ahead.

APPEAL BOARD RULING

The Appeal Board 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 Appeal Board noted the Napp sponsorship agreement for the meeting at issue signed by the group of DSNs stated that 'The Recipient has confirmed that in all materials or publications which arise from or are used in connection with Activities (including invites and agendas), Napp's Sponsorship

of the Activities will be declared by displaying the following statement 'Supported by sponsorship from Napp Pharmaceuticals Limited'. The declaration of sponsorship must be sufficiently prominent to ensure readers are aware of it at the outset'.

The Appeal Board noted Napp's submission that the arrangements were an arms-length sponsorship of a third party organised non-promotional educational meeting and that the group of DSNs was not a third party engaged by, or acting on behalf of, Napp. Napp had approved the agenda which included its sponsorship declaration and that its offices were the venue for the meeting. The Appeal Board noted Napp's submission that it had no knowledge of the Facebook post detailing the meeting at issue prior to receiving the complaint.

The Appeal Board noted Napp's submission that according to the information provided to it from the group of DSNs that if 'Event' or 'Invite' were clicked within the Facebook post at issue the link included the declaration of Napp's sponsorship. A copy of the

Facebook post provided by Napp dated 4 February, which was after the Panel ruling and, therefore, not the subject of the complaint, now stated that 'Events have been solely organised by the group of DSNs and sponsored through funding by pharmaceutical companies'.

The Appeal Board noted that the agenda included the sponsorship statement and listed Napp's offices as the venue and that the Facebook post gave Napp's address under the heading 'Details'. The Appeal Board considered, in the particular circumstances of this case, that the group of DSNs had not included a declaration of Napp's sponsorship on the Facebook page at issue at the outset, despite Napp's sponsorship agreement, did not amount to a breach of Clause 22.4. The Appeal Board, therefore, ruled no breach of that clause. The appeal was successful.

Complaint received	6 December 2018
Case completed	13 March 2019