

CASE AUTH/3711/11/22

COMPLAINANT v NOVO NORDISK

Allegations about training for weight management services

CASE SUMMARY

This case was in relation to a website and a number of associated documents that were developed in collaboration between Novo Nordisk and a named association which supported pharmacists in the UK.

The Panel ruled a breach of the following Clause(s) of the 2021 Code for failing to include a clear declaration of Novo Nordisk's exact involvement on a weight management and obesity hub hosted on the association's website and in the development of four different documents at the outset:

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| Breach of Clause 5.5 | Failing to be sufficiently clear as to the company's role and involvement |
| Breach of Clause 5.1 | Failing to maintain high standards |

The Panel ruled no breach of the following Clause(s) of the 2021 Code in relation to certain documents:

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| No Breach of Clause 5.5 | Requirement to be sufficiently clear as to the company's role and involvement |
| No Breach of Clause 15.6 | Requirement that promotional materials and activities must not be disguised |
| No Breach of Clause 8.1 | Requirement to certify promotional material |
| No Breach of Clause 12.1 | Requirement to include prescribing information |
| No Breach of Clause 5.1 | Requirement to maintain high standards |
| No Breach of Clause 3.3 | Requirement to comply with an undertaking |
| No Breach of Clause 2 | Requirement that activities or material must not bring discredit upon, or reduce confidence in, the pharmaceutical industry |

This summary is not intended to be read in isolation.

For full details, please see the full case report below.

FULL CASE REPORT

A contactable complainant who described him/herself as a concerned UK health professional complained about Novo Nordisk Ltd's relationship with a named provider of clinical training to health professionals and a named association which supported pharmacists in the UK (association) in relation to training for weight management services.

COMPLAINT

The complainant provided a link to a website and stated that this website was another creation of Novo Nordisk in collaboration with the association. The complainant alleged that the website did not specify the level of involvement of Novo Nordisk but was clearly intended to promote Novo Nordisk's product.

The complainant provided a screenshot of a video from the website which stated, *inter alia*:

'This hub contains the information, training materials and support you will need for setting up weight management and obesity services in your pharmacy. These materials will enable you and your teams to have informed conversations about weight management and obesity with your patients, as well as to provide them with the most suitable service to aid them in their weight loss journey.'

The [named association] and Novo Nordisk are working collaboratively to support independent community pharmacies in delivering services to assist their patients with weight management and obesity. UK22OB00129: preparation date May 2022.'

The complainant provided a further link and a snapshot of a pop-up message to illustrate his/her view regarding the level of involvement of Novo Nordisk in this website. The pop-up message stated:

'You are about to leave the [named association] and Novo Nordisk collaborative Weight Management and Obesity hub. Any content outside of this hub has not been reviewed or approved by Novo Nordisk UK and they cannot be held responsible for the content of any other [named association] materials or external websites.'

The complainant provided a third link and a snapshot from the webpage which stated:

'1) Training for private weight management services

[Named training provider], the [named association's] vaccination training provider, deliver medicated weight management training as either a webinar or e-learning. This training is designed to equip healthcare professionals with the knowledge, skills, and confidence to treat patients with obesity and prescribe medication for the purposes of weight management.

Novo Nordisk has provided sponsorship to [named training provider] to cover the cost of the weight management course fee for each attendee. Novo Nordisk has had no influence over the training materials used on the course and has reviewed the material for medical and factual accuracy only.'

Beneath this text was a highlighted box which invited the reader to access further information and book the free [named training provider] training and stated that the training was suitable for registered pharmacists only. Beneath this was further text which stated:

‘On receipt of your PGD [patient group direction] you will also be contacted by a business development manager at Novo Nordisk, who will provide you with additional resources to support you in delivering a weight management service in your pharmacy. These include:

- Demonstration Saxenda devices
- Injection pads
- Pharmacist support pack
- Patient support pack
- Patient journal
- Saxenda leave piece.’

The complainant alleged that this demonstrated how closely Novo Nordisk was working with training provider training and that this all remained active despite the findings from Case AUTH/3525/6/21 (Concerns about sponsored courses offered on LinkedIn).

The complainant provided a fourth link and stated that this website had a long list of materials, none of which demonstrated the level of Novo Nordisk’s involvement, save the section on how to obtain samples (contact Novo Nordisk). The screenshot provided by the complainant included an example Standard Operating Procedure (SOP) for weight management PGD service, SOP appendices and various forms and GP letter templates, that could be downloaded.

The complainant stated that all of these documents were for health professionals and alleged that they were all for the prescribing of Novo Nordisk’s product with no attempt to offer all options.

The complainant further alleged that none of the documents had prescribing information to make clear that they were promotional.

The complainant referred to one Novo Nordisk document which was an exception (Rethinking-your-Obesity-Discussion-UK22OB0069) which he/she stated appeared not to relate to a product but was available from a website purely to promote the use and prescription of Novo Nordisk’s medicine. The complainant alleged that this booklet did not state the involvement of Novo Nordisk in its development and queried if the booklet was designed to be used on a promotional website.

The complainant alleged that no items had prescribing information, date of preparation or company code and requested that the Authority review each and every item on the website for these requirements individually.

The complainant further stated, ‘It appears that Novo Nordisk are prepared to continue activities up until they are “caught” in doing so - even using the same suppliers - May 2022 is mentioned in the company code’.

When writing to Novo Nordisk, the Authority asked it to consider the requirements of Clauses 2, 3.3, 5.1, 5.5, 8.1, 12.1 and 15.6 of the 2021 Code.

RESPONSE

Novo Nordisk and the named association's arrangement

Novo Nordisk submitted that it had entered into a Collaborative Working (CW) project with the association in December 2021. The certified Project Initiation Document (PID) and CW agreement were provided.

Named association weight management and obesity hub

Novo Nordisk submitted that one element of the CW project between Novo Nordisk and the association was the development of a weight management and obesity hub (herein referred to as 'the hub') which was hosted on the association's website. To clarify, only the hub was produced as a result of the CW project and Novo Nordisk had no control over any other element of the association's website. The hub was made available to pharmacists who were members of the association. A username and password were required to access the site. A site map for the hub was provided. Association members were alerted to the hub via a series of email campaigns (copies of the emails were provided). The emails were certified by Novo Nordisk as part of the CW project outputs and sent via the association. Novo Nordisk did not have access to the association's mailing list.

Novo Nordisk submitted that the hub content was first certified in March 2022 and the content had been updated three times since then. The version of the hub in place at the time the complaint was submitted to the Authority was certified as a single item; job code UK22OB00237 (copy provided). The date of certification was 11 October 2022.

During the investigation into this matter, Novo Nordisk discovered the following issues:

- 1 Following notification of the Appeal Board ruling in Case AUTH/3525/6/21, the hub website was amended in order to remove any links to the training provider's training.
- 2 The job bag for the hub was certified on 11 October 2022 to remove any links to the training provider's training, however, the links were in error not removed from the pdf of the job in PromoMats and this was not picked up during the certification process.
- 3 Despite point 2 above, the website was not amended following its certification on 11 October and the links were never re-established.

In summary, the link from the hub to the training provider's training was removed on 6 October 2022.

The above issues were still being investigated and would be further notified to the Authority in a voluntary admission.

Novo Nordisk submitted that all of the hub information was made available on a single webpage. The webpage included the banner image at the top of the page, followed by a declaration and job code, and beneath this were 6 separate tiles, namely:

- Register your interest.
- Getting trained.
- How to set up a service.
- Background to weight management and obesity.

- Support materials.
- Useful links.

Each tile contained a hyperlink which if clicked on allowed the reader to navigate directly to that specific section on the webpage.

Background to Novo Nordisk's arrangement with the training provider

The arrangement between Novo Nordisk and the clinical training provider was confirmed in Case AUTH/3525/6/21: Concerns about sponsored courses offered on LinkedIn, for which an interim case report had been published. The training and PGD described within the hub was the same training which was the subject of Case AUTH/3525/6/21. Copies of the e-learning and webinar content were provided as part of Novo Nordisk's response to Case AUTH/3525/6/21 but were provided again for ease of reference.

Provision of information about, and hyperlink to, the training provider's training within the hub

Prior to Novo Nordisk being notified of the Appeal Board ruling for Case AUTH/3525/6/21, pharmacists who accessed the hub would see information about, and links to register for, a free training course on obesity and weight management which was provided by the training provider and information about the provision of a PGD for Saxenda on completion of the training.

Novo Nordisk stated that it was not aware that there were any invitations or agendas specifically for this training; it was accessed via the 'Getting Trained' tile on the hub.

Individual Novo Nordisk employees did not direct pharmacists to the hub or to undertake the training available via the hub.

Novo Nordisk confirmed that there was no arrangement between the three parties ie Novo Nordisk, the association and the training provider in relation to the hub.

Video 'Introducing the [named association's] Tackling Weight Management and Obesity in Community Pharmacy'

The video provided by way of screenshot in the complainant's email, was a recording of a meeting which took place in May 2022. It was organised and run by the association and included a section presented by a representative of the training provider and a section presented by a Novo Nordisk representative. The association invited its members to attend the meeting and recorded the meeting and placed it on its YouTube channel. A link to this recording was made available in the Past Events page of the association's website. Novo Nordisk was not aware of the availability of the video on the named association's YouTube channel until the complaint was received. Novo Nordisk instructed the association to remove the video and it was taken down on 23 November 2022. **[See post hoc note below].**

Materials provided within the hub

Novo Nordisk provided materials which could be downloaded from the hub at the time of the complaint. With the exception of the association's GP letter template, these materials were created as outputs of the CW project and had been certified by Novo Nordisk. The Novo

Nordisk resource pack contained printed copies of these documents. All had been certified as non-promotional materials and assessed not to require prescribing information.

The list of documents provided by way of a screenshot from the complainant were no longer on the hub at the time of the complaint. These were materials provided by the training provider for the association's members and were not part of the CW arrangement between Novo Nordisk and the association.

Novo Nordisk's response to the complainant's allegations

The hyperlink to the training provider's website from the hub was available via the 'Getting trained' tile between March 2022 and 26 September 2022. Removal of any reference to the training provider's training course was of course important in terms of compliance with the undertaking provided by Novo Nordisk in Case AUTH/3525/6/21 and following notification of the Appeal Board ruling, all references and hyperlinks to the training provider's training course and reference to provision of the Saxenda PGD were removed from the hub before 6 October 2022, which was in advance of the undertaking being signed and returned to the PMCPA on 12 October 2022. Novo Nordisk provided copies of emails between Novo Nordisk and the association confirming removal of the links from the hub.

The complainant had provided a link to the hub as well as screenshots of references available within the hub to provision of the training provider's training, alleging the links and provision of training was available at the time of their complaint (21 November 2022). However, as confirmed above, the training was no longer available directly from the training provider, and in addition the links were removed from the hub before 6 October 2022.

The first screen shot provided by the complainant appeared to be a combination of screen grabs taken from the association's Past Events page and information from a previous version of the hub (UK22OB00129, date of preparation May 2022).

As a result of the above information, Novo Nordisk denied a breach of undertaking for Case AUTH/3525/6/21 and therefore a breach of Clauses 3.3, 5.1 and 2.

Novo Nordisk stated that its involvement in the hub was transparent; there was a clear and prominent declaration of Novo Nordisk's involvement at the very top of the hub, and therefore Novo Nordisk denied a breach of Clause 5.5.

Novo Nordisk submitted that the hub page and supporting materials were certified and given that the material was non-promotional, Clauses 8.1 and 12.9 were not applicable; Novo Nordisk therefore denied a breach of these clauses.

Novo Nordisk submitted that the hub and materials did not promote Novo Nordisk prescription-only medicines, and therefore Novo Nordisk denied a breach of Clause [15.6].

Given the information above, Novo Nordisk submitted that it had maintained high standards and had not brought the industry into disrepute, and therefore denied breaches of Clauses 5.1 and 2.

Certification of the hub

During the investigation into this complaint, it was discovered that there were some issues with certification of previous versions of the hub. As noted above, Novo Nordisk was undertaking an investigation into these matters and would make a separate voluntary admission in this regard.

PANEL RULING

The Panel noted the complainant's concern that the level of Novo Nordisk's involvement in the website, which he/she alleged was intended to promote Novo Nordisk's medicine, was not specified.

The Panel noted Novo Nordisk's submission that it entered into a collaborative working project with a named association which supported pharmacists in the UK in December 2021, one element of which was the development of a weight management and obesity hub which was hosted on the association's website. According to Novo Nordisk the hub was made available to pharmacists who were members of the association and were alerted to it via a series of email campaigns which were certified by Novo Nordisk as part of the collaborative working project and sent via the association; a username and password was required to access the site. According to Novo Nordisk, only the hub was produced as a result of the collaborative working project and Novo Nordisk had no control over any other element of the association's website.

The Panel noted that Section 3e of the collaborative working agreement (responsibilities of the association) stated that the association 'shall declare Novo Nordisk's support of the Project at all times and in any event to meet the requirements for declaring support set out in the ABPI Code of Practice and any other applicable laws and regulations'. Section 4d (responsibilities of Novo Nordisk) stated that Novo Nordisk would work with the association in the creation and dissemination of all proposed publications, promotions and other materials relating to the Project.

The Panel noted Novo Nordisk's submission that the hub webpage in question on the association's website (ref UK22OB00237, certified 11 October 2022) was the version of the hub available at the time the complaint was submitted (21 November 2022). The Panel further noted Novo Nordisk's submission that all of the hub information was made available on a single webpage which included the banner image at the top followed by a declaration and job code. The Panel noted that the declaration near the top of the webpage stated 'This hub contains the information, training materials and support you will need for setting up weight management and obesity services in your pharmacy. These materials will enable you and your teams to have informed conversations about weight management and obesity with your patients, as well as to provide them with the most suitable service to aid them in their weight loss journey'. This was followed by 'The [named association] and Novo Nordisk are working collaboratively to support independent community pharmacists in delivering services to assist their patients with weight management and obesity'; beneath this was the job code and preparation date (September 2022).

Beneath this were 6 separate tiles, namely: Register your interest; Getting trained; How to set up a service; Background to weight management and obesity; Support materials for your patients; and Useful links. The Panel noted Novo Nordisk's submission that each tile contained a hyperlink which if clicked on allowed the reader to navigate directly to that specific section on the webpage. The Panel noted, according to the certified PDF provided by Novo Nordisk, that each separate section appeared to include the association's logo but no mention of Novo Nordisk.

The Panel noted that the complainant had provided website links that were password protected and therefore the content was not accessible to the case preparation manager or Panel. The screenshots provided by the complainant appeared to differ in content to the certified PDF of the hub provided by Novo Nordisk which it submitted was current at the time of the complaint. Furthermore, the screenshots provided by the complainant were cropped so there was no job code, date of preparation, URL or time/date visible. The Panel noted Novo Nordisk's submission that the first screenshot provided by the complainant, which referred to the video, appeared to be a combination of screen grabs taken from the association's Past Events page and information from a previous version of the hub (UK22OB00129, May 2022).

The Panel noted that the PMCPA was not an investigatory body as such; it made its rulings based on the evidence provided by both parties noting that the complainant had the burden of proving his/her complaint on the balance of probabilities. It was impossible for the Panel to be sure exactly what was live on the hub on 21 November 2022 (date complaint was submitted). On the evidence before it, the Panel considered that it would be unable to make rulings on the layout of the webpage based on cropped screenshots provided by the complainant and therefore the Panel made its ruling in relation to the declaration of involvement on the certified content provided by Novo Nordisk which it submitted was current at the time of the complaint.

Clause 5.5 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 or in which a pharmaceutical company has any other involvement, must clearly indicate the role of that pharmaceutical company. The supplementary information stated that the wording of the declaration of involvement must be unambiguous so that readers are immediately able to understand the extent of the company's involvement and influence. This is particularly important when companies are involved in the production of material which is circulated by an otherwise wholly independent party, such as supplements to health professional journals. The declaration of sponsorship must be sufficiently prominent to ensure that readers of sponsored material are aware of it at the outset.

The Panel noted that a screenshot provided by the complainant, albeit what might have been a previous version, to demonstrate Novo Nordisk's level of involvement in the hub, referred to leaving the association and Novo Nordisk collaborative Weight Management and Obesity hub. It further stated that any content outside of this hub had not been reviewed or approved by Novo Nordisk UK and it could not be held responsible for the content of any other association materials or external websites. Whilst the Panel noted that this might imply to readers that Novo Nordisk was therefore responsible for the content of the hub, it appeared that this information was not seen until a reader was leaving the hub. In the Panel's view, it was not clear from the declaration at the top of the hub webpage, which referred to the association and Novo Nordisk working collaboratively to support independent community pharmacies in delivering services to assist their patients with weight management and obesity, what the extent of Novo Nordisk's involvement in the hub was, ie that the hub was financially funded by Novo Nordisk and, according to the contract, the materials on it were co-created by Novo Nordisk and the association. In the Panel's view, the lack of a clear declaration of Novo Nordisk's exact involvement in the hub at the outset was compounded by the inclusion of only the association's logo at the top of the hub webpage and on each of the six sections referred to above. The Panel therefore ruled a **breach of Clause 5.5** in relation to the hub webpage.

The Panel further noted the complainant's concern that Novo Nordisk were working with the training provider's training and that this remained active despite the findings from Case AUTH/3525/6/21.

The Panel noted Novo Nordisk's submission that there was no arrangement between the three parties ie Novo Nordisk, the association and the training provider in relation to the hub, and queried if that was truly the case. The Panel noted that the collaborative working project initiation document stated that Novo Nordisk would provide medical support to deliver medically led training and activity regarding sign off of materials within PromoMats. According to the project initiation document, success of the project would be defined by the pre agreed % of pharmacists registered with the association that take up training, engage with the campaigns and develop their own weight management service and association and the training provider, will inform Novo Nordisk of those that have successfully attended the training. Schedule 4 to the collaborative working agreement titled 'The Contributions' stated that the association would review materials available for the service including those developed through the training provider from a clinical and quality perspective to ensure they are appropriate/relevant, accurate for use in community pharmacy for association members. Further, a snapshot from the hub provided by the complainant, albeit of what appeared to be a previous version, referred to the named training provider as the association's vaccination training provider that deliver medicated weight management training as either a webinar or e-learning and stated that Novo Nordisk has provided sponsorship to the training provider to cover the cost of the weight management course fee for each attendee but had no influence over the training materials used on the course and has reviewed the material for medical and factual accuracy only. The Panel noted that the 'how to set up a service' section on a previous version of the hub (UK22OB00129, May 2022) as provided by Novo Nordisk also stated 'The [named association] have worked in collaboration with [named training provider] training to produce an example SOP, patient record forms, patient diaries and template letters to GPs to assist you in delivering a weight management and obesity service'.

The Panel noted Novo Nordisk's submission that the training was no longer available directly from the training provider, and the links were removed from the hub before 6 October 2022 and therefore were not available at the time of the complaint (21 November 2022).

The Panel noted Novo Nordisk's submission that prior to Novo Nordisk being notified of the Appeal Board ruling in Case AUTH/3525/6/21, pharmacists who accessed the hub would see information about, and links to register for, a free training course on obesity and weight management which was provided by the training provider and information about the provision of a PGD for Saxenda on completion of the training. Novo Nordisk confirmed that the training and Patient Group Direction (PGD) described within the hub was the same as that which was the subject of Case AUTH/3525/6/21. The Panel noted that Novo Nordisk was ruled in breach of the Code in Case AUTH/3525/6/21 as the training, in effect, promoted Saxenda which Novo Nordisk was responsible for, and Novo Nordisk's involvement in relation to such promotion, was not made sufficiently clear at the outset. Further, in Case AUTH/3525/6/21, in the Panel's view, the provision of funding by Novo Nordisk for the PGD was clearly linked to the promotion of Saxenda and such benefit to individual health professionals did not meet the requirements of the Code.

The Panel noted that 'The Getting trained section' of the hub provided by Novo Nordisk which according to it was current at the time the complaint was received stated 'The following training is available for weight management and obesity' followed by the contents which included:

- 1 Training for private weight management services.
- 2 Educational material about obesity.
- 3 Training required to meet criteria for PQS Domain 7 (England only).
- 4 NHS digital weight management programme (England).

The section headed 'Training for private weight management services' stated that enhanced medicated weight management training as either a webinar or e-Learning was available, and the training was designed to equip health professionals with the knowledge, skills and confidence to treat patients with obesity and prescribe medication for the purposes of weight management.

Readers were told that if they used a named eTool there was weight management training included with the eTool, as a CPD online learning module.

The Panel noted the similarity of the wording to the previous version of the hub with regard to enhanced medicated weight management training being available as either a webinar or e-Learning and queried if the training referred to, although not mentioned, was still that which was provided by the named training provider. The Panel, however, noted Novo Nordisk's submission that following notification of the Appeal Board ruling in Case AUTH/3525/6/21, the hub website was amended in order to remove any links to the training and was certified on 11 October 2022. The Panel noted Novo Nordisk's submission that whilst, in error, the links were not removed from the pdf of the job in PromoMats, the link from the hub to the training provider training which was available via the 'Getting trained' tile between March 2022 and 26 September 2022 was removed on 6 October 2022 as was all references and hyperlinks to the training course and reference to provision of the Saxenda PGD in advance of the undertaking in Case AUTH/3525/6/21 being signed and returned to the PMCPA on 12 October 2022. The Panel noted copies of emails between Novo Nordisk and the association provided by Novo Nordisk stated that the training provider's name and references were removed between 22 and 26 September 2022 but the eLearning links, referred to as 'training available' were live on the hub until 6 October 2022 when they were removed. The Panel noted that the complainant bore the burden of proof and noting the above did not consider that he/she had established that Novo Nordisk had breached its undertaking given in Case AUTH/3525/6/21. The Panel therefore ruled **no breach of Clause 3.3** and consequently **no breach of Clauses 5.1 and 2** in this regard.

The Panel noted that the complainant provided a link to the 'how to set up a service' section of the hub and stated that this website had a long list of materials that could be downloaded and did not demonstrate the level of Novo Nordisk's involvement save the section on how to obtain samples. The complainant alleged that all of the documents were for health professionals for the prescribing of Novo Nordisk's product, with no attempt to offer all options and none had prescribing information to make clear that they were promotional. Neither did they have date of preparation or company code and the complainant requested that the Authority review each and every item on the website for these requirements individually.

The complainant referred to the Rethinking-your Obesity Discussion document (ref UK22OB0069) as an exception as it appeared not to relate to a product. The complainant, however, alleged that the booklet did not state the involvement of Novo Nordisk in its development and queried if it was designed to be available from a website purely to promote the use and prescription of Novo Nordisk's medicine.

The Panel noted that the documents listed in the screenshot of the 'how to set up a service section' of the hub provided by the complainant appeared to be the same as on a previous version of the hub as provided by Novo Nordisk (UK22OB00129, May 2022). The Panel, however, noted Novo Nordisk's submission that the list of documents were materials provided by the training provider for the association's members; they were not part of the collaborative working arrangement between Novo Nordisk and the association and were no longer on the hub at the time of the complaint.

The Panel noted that Novo Nordisk provided the following documents which were, according to Novo Nordisk, available to download from the hub at the time of the complaint:

- Weight Management & Obesity Referral Letter to GP [Template].
- How to engage your GP practice with your pharmacy's services (ref UK22OB00145).
- GP engagement letter template (ref UK22OB00146).
- Training matrix for branch staff (ref UK22OB00147).
- SOP for weight management service (ref UK22OB00148).
- A Guide to taking measurements (ref UK22OB00149).
- Rethinking Obesity (ref UK22OB00066).
- Rethinking obesity education (ref UK22OB00068).
- Rethinking your obesity discussions (ref UK22OB00069).

The Panel noted Novo Nordisk's submission that with the exception of the Weight Management & Obesity Referral Letter to GP [Template] these materials were created as outputs of the collaborative working project and had been certified by Novo Nordisk. The Novo Nordisk resource pack contained printed copies of these documents.

The Panel noted that complaints were judged on the evidence provided by both parties, bearing in mind the complainant bore the burden of proof. Noting the above, the Panel made its rulings based on the documents provided by Novo Nordisk, which, according to it, were available on the hub at the time of the complaint.

The Panel noted Novo Nordisk's submission that all of the documents had been certified as non-promotional materials and assessed not to require prescribing information. Whilst the Panel noted that the GP engagement letter (ref UK22OB00146) was a template which allowed for treatment options provided by the pharmacy to be inserted and provided examples of three different treatment options, it was each pharmacy's decision to decide which treatments to include with no requirement to offer a Novo Nordisk medicine. The Panel therefore did not consider that the complainant had established that any of these documents promoted Novo Nordisk's medicine as alleged, thus requiring certification and prescribing information. The Panel therefore ruled **no breach of Clauses 8.1 and 12.1** in relation to each.

The Panel did not consider that it had been established that at the time of the complaint, the hub, or any of the documents in relation to it, constituted disguised promotion as alleged and **no breach of Clause 15.6** was ruled.

The Panel considered that any documents that could be downloaded from the hub needed to stand alone in relation to the requirements of the Code including the requirement for a declaration of Novo Nordisk's involvement.

The Panel noted that the front page of three documents (ref UK22OB00066, UK22OB00068, and UK22OB00069) stated 'This guide has been developed for healthcare professionals as part of a collaborative working project that has been funded by and between Novo Nordisk and the [named association]' and both the Novo Nordisk and association's logo were included on the bottom of the first page of each document, albeit due to their placement on two of the documents (ref UK22OB00066 and UK22OB00068), the association's logo was more easily visible. The Panel considered that contrary to the complainant's allegation, Novo Nordisk's involvement in these three documents was clear and therefore it ruled **no breach of Clause 5.5** in relation to each.

The Panel noted that both the association and Novo Nordisk logo were included at the bottom of the left-hand side of the one page Engaging your local GP practice with your pharmacy's services document (ref UK22OB00145). The Panel noted that it was stated at the bottom of the right-hand side of the page in small font 'UK22OB00145: The [named association] and Novo Nordisk are working collaboratively to support independent community pharmacies in delivering services to assist their patients with weight management and obesity. Preparation date June 2022.'. Whilst the Panel noted that the left-hand side of the document also included the statement 'any content outside of the [named association] weight management hub has not been reviewed or approved by Novo Nordisk UK and they cannot be held responsible for the content of any other [named association] materials or external websites', this was in very small font, and was a footnote to links directing readers to other organisations websites and could easily be missed by readers. Whilst noting that there were three mentions of Novo Nordisk in different places within the one page document, on balance, the Panel, did not consider that the extent of Novo Nordisk's involvement in the development of this material was sufficiently clear at the outset; specifically, it was not clear it was developed as part of a collaborative working project that has been funded by, and between, Novo Nordisk and the association and therefore it ruled a **breach of Clause 5.5**.

The Panel noted that a footnote in small font at the bottom of the GP engagement letter (ref UK22OB00146) stated 'UK22OB00146: The [named association] and Novo Nordisk are working collaboratively to support independent community pharmacies in delivering services to assist their patients with weight management and obesity. Preparation date June 2022'. The Panel considered that the declaration of Novo Nordisk's involvement in this document within a footnote, after the signature and contact details was not sufficiently clear at the outset with regards to the extent of Novo Nordisk's involvement in the development of this material as alleged; it was not clear that it was developed as part of a collaborative working project that has been funded by and between Novo Nordisk and the association and therefore it ruled a **breach of Clause 5.5**.

The Panel noted that below the heading 'Weight Management Service - Training and implementation matrix' in document ref UK22OB00147, it stated 'This document is part of a collaborative working agreement between Novo Nordisk and the [named association]. The [named association] and Novo Nordisk are working collaboratively to support independent community pharmacies in delivering services to assist their patients with weight management and obesity'. The Panel considered that contrary to the complainant's allegation, Novo Nordisk's involvement in this document was clear as it was stated at the top of the document that it was part of a collaborative working agreement between Novo Nordisk and the association and therefore it ruled **no breach of Clause 5.5**.

The Panel noted that the first page and pages 3, 4 and 5 of the SOP (ref UK22OB00148) included a footnote in small font that stated ‘* any content outside of the [named association] weight management hub has not been reviewed or approved by Novo Nordisk UK and they cannot be held responsible for the content of any other [named association] materials or external websites’ which might imply to readers that Novo Nordisk was responsible for this document followed by ‘UK22OB00148: The [named association] and Novo Nordisk are working collaboratively to support independent community pharmacies in delivering services to assist their patients with weight management and obesity. Preparation date June 2022’. However, the Panel further noted that only the association’s logo appeared in the bottom right-hand corner of each page and page 2 included only the footnote ‘UK22OB00148: The [named association] and Novo Nordisk are working collaboratively to support independent community pharmacies in delivering services to assist their patients with weight management and obesity. Preparation date June 2022’. The Panel did not consider that the extent of Novo Nordisk’s involvement in this document was sufficiently clear at the outset as alleged; it was not clear that it was developed as part of a collaborative working project that has been funded by and between Novo Nordisk and the association and therefore it ruled a **breach of Clause 5.5**.

The Panel noted that the Taking Measurements Weight Management Service (ref UK22OB00149) was a one-page document with distinct right- and left-hand side panels. A small association and Novo Nordisk logo was in the bottom right-hand corner of the left panel and beneath the right panel was the footnote ‘UK22OB00149: The [named association] and Novo Nordisk are working collaboratively to support independent community pharmacies in delivering services to assist their patients with weight management and obesity. Preparation date June 2022’ in small font. Whilst the Panel noted that the left hand side of the document also included the statement ‘any content outside of the [named association] weight management hub has not been reviewed or approved by Novo Nordisk UK and they cannot be held responsible for the content of any other [named association] materials or external websites’, this was in very small font and was a footnote to a link directing readers to an NHS BMI calculator and could easily be missed by readers. Whilst noting that there were three mentions of Novo Nordisk in different places within the one page document, on balance, the Panel, did not consider that the extent of Novo Nordisk’s involvement in the development of this material was sufficiently clear at the outset; it was not clear it was developed as part of a collaborative working project that has been funded by and between Novo Nordisk and the association and therefore it ruled a **breach of Clause 5.5**.

In relation to the allegation regarding job code and date of preparation, the Panel noted that the requirement for a job code was not a Code requirement but was included within the guidelines for company procedures. The Panel noted that all of the documents above did, nonetheless, have both a job code and date of preparation and **no breach of Clause 5.1** was ruled in this regard.

The Panel noted its comments and five separate rulings of a breach of Clause 5.5 above and considered that high standards had not been maintained. A **breach of Clause 5.1** was ruled. The Panel did not consider that the particular circumstances of this case warranted a ruling of a breach of Clause 2 which was a sign of particular censure and was reserved for such use and **no breach of Clause 2** was ruled.

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Post hoc note: Following notification of the Panel's ruling in this case, Novo Nordisk submitted that during its investigation of another case (Case AUTH/3738/2/23), it discovered that the association, without the knowledge of Novo Nordisk, amended the hub on 10 June 2022 to include a link to the YouTube video (provided by way of screenshot in the complaint in Case AUTH/3711/11/22). This was contrary to Novo Nordisk's original submission in Case AUTH/3711/11/22, that the video was only available in the Past Events page of the association's website. The video was, however, removed from the homepage of the hub on 3 August 2022, which was prior to the PMCPA's receipt of the complaint in this Case AUTH/3711/11/22 and prior to Novo Nordisk providing its undertaking in Case AUTH/3525/6/21.

Complaint received 21 November 2022

Case completed 9 March 2023