

COMPLAINANT v NOVO NORDISK

Allegations about an invitation to a Novo Nordisk webinar

A contactable complainant who described him/herself as a health professional complained about an advertisement for a Novo Nordisk webinar.

The complainant alleged that the event advertised was promotional and fully funded and organised by Novo Nordisk but on first inspection looked like a non-promotional 'named independent organisation' event.

The complainant alleged that it was not immediately clear that the event was organised by Novo Nordisk, there was a failure to prominently declare sponsorship of the meeting and the actual event was disguised promotion.

The detailed response from Novo Nordisk is given below.

The Panel noted Novo Nordisk's submission that it took up the offer of a sponsorship opportunity from the named independent organisation to organise and fund a webinar to take place on 18 November 2021 which would discuss the impact of the COVID-19 pandemic on type 2 diabetes and how to manage the backlog of patients. The Panel noted Novo Nordisk's submission that it contracted with both speakers listed on the webinar email invitation, would pay their honoraria, and had briefed both speakers on the content of the presentation to be provided.

The Panel considered that the recipient's initial impression of the email was important. In the recipient's inbox the email appeared from a named independent organisation employee, and the email subject was 'Book Now! Webinar: Type 2 Diabetes – How do we manage the backlog? Thursday 18th November 8pm'. The top of the body of the email featured a large prominent independent organisation logo, below which was stated 'Webinar The Impact of the COVID-19 Pandemic on Type 2 Diabetes – How Do We Manage the Backlog?'. This was followed by further details including that the meeting would be chaired by the vice president of the independent organisation, the name and job titles of the two speakers and the take home messages which included: an analysis of the impact of COVID-19 on patients with type 2 diabetes; a discussion of the contributing factors behind therapeutic inertia; and strategies to overcome therapeutic inertia in clinical practice through prioritisation, multi-disciplinary collaboration, education, regular review and early intensification of diabetes therapy.

The Panel noted that the reader had to scan down past the meeting details before reaching the declaration 'This meeting has been organised and fully funded by Novo Nordisk' which appeared in a font size that was smaller than the rest of the email.

The Panel further noted Novo Nordisk's submission that the 'Register here' hyperlink included in the email took readers to a webinar registration page. The Panel noted that the copies of the registration page provided by the complainant and Novo Nordisk differed. The webpage provided by the complainant featured a prominent independent organisation logo at the top and was headed 'JOIN the UK's Largest Primary Care Pharmacy Network' whereas the version provided by Novo Nordisk appeared to have cropped the webpage at the top so that the logo and heading were not visible. The version provided by both parties featured the declaration that the meeting was organised and fully funded by Novo Nordisk, in small font, towards the bottom left of the registration page, below the key take away messages and details of the speakers.

The Panel considered the content and layout of the email and the immediate impression to a busy health professional. In the Panel's view, considering the email was sent from the independent organisation and included its prominent logo at the top of the email, and the declaration that the meeting was organised and fully funded by Novo Nordisk appeared towards the bottom of the email, in a font size that was smaller than the rest of the email, on the balance of probabilities, a health professional would likely consider that the invitation was to the named independent organisation's webinar and not a pharmaceutical company webinar.

The Panel noted its comments above and considered that it was not sufficiently clear at the outset that the webinar being advertised in the email was organised and fully funded by Novo Nordisk. The Panel therefore ruled breaches of the Code in this regard.

The Panel noted the complainant's allegation that the event was disguised promotion. The Panel noted Novo Nordisk's submission that based on the independent organisation's requirements for sponsored webinars, the topic of the webinar was non-promotional. The Panel noted the title of the webinar and the key take home messages stated in the email in question and cited above. The Panel noted that the definition of promotion was broad. In the Panel's view, noting that the webinar was about type 2 diabetes, any direct or indirect references to a Novo Nordisk medicine in this company organised and fully funded meeting might be considered as promotion of that medicine. The Panel did not have the content of the webinar before it and neither Novo Nordisk nor the complainant made any comment in relation to references to Novo Nordisk medicines at the meeting in question. The Panel noted that the complainant bore the burden of proof and did not consider that he/she had established that the webinar was promotional and therefore the complainant had not established that the invitation to the webinar constituted disguised promotion as alleged. The Panel therefore ruled no breach of the Code.

The Panel noted Novo Nordisk's submission that the email was provided to it by the named independent organisation for examination before it was sent. The Panel queried why Novo Nordisk had not requested that the position and sizing of its declaration statement be changed to meet the requirements of the Code. The Panel noted its comments and rulings and considered that Novo Nordisk had failed to maintain high standards and a breach of the Code was ruled.

A contactable complainant who described him/herself as a health professional complained about an advertisement for a Novo Nordisk webinar.

COMPLAINT

The complainant alleged that the event advertised was fully funded and organised by Novo Nordisk but on first inspection looked like a named independent organisation's event. The complainant stated that as a health professional, he/she received the advertisement for the promotional event, which looked like it was a named independent organisation's non-promotional event. The complainant alleged that this was deceiving health professionals and pharmacists and it was not absolutely clear that it was organised and funded by Novo Nordisk. On the named independent organisation's website there were many more companies with the same breach. The independent organisation claimed to be an association but was in fact an incorporated private limited company.

The complainant alleged that it was not immediately clear that the event was organised by Novo Nordisk; there was a failure to prominently declare sponsorship (Clause 5.5), a failure to prominently declare sponsorship of the meeting (Clause 10.9) and the actual event was disguised promotion because he/she could have been tricked into signing up without realising it was pharma-organised (because the declaration on the invitation was so small) (Clause 3.6).

When writing to Novo Nordisk, the Authority asked it to consider the requirements of Clauses 3.6, 5.5 and 10.9 of the 2021 Code as cited by the complainant and in addition Clause 5.1.

RESPONSE

Novo Nordisk stated that the named independent organisation was a longstanding independent organisation dedicated to supporting pharmacy professionals working within primary care and offered its members access to attend meetings/events as well as resources.

Novo Nordisk took up the offer of a sponsorship opportunity from the named independent organisation to organise and fund a webinar to take place on 18 November 2021 which would discuss the impact of the COVID-19 pandemic on type 2 diabetes and how to manage the backlog of patients. Novo Nordisk contracted with both speakers listed on the webinar invitation, would pay their honoraria, and had briefed both speakers on the content of the presentation to be provided. Based on the independent organisation's requirements for sponsored webinars, the topic of the webinar was non-promotional.

Novo Nordisk provided a copy of the email sent via the independent organisation inviting its members to attend the webinar. Novo Nordisk submitted that the email included a clear declaration that the webinar was organised and fully funded by Novo Nordisk: 'This meeting had been organised and fully funded by Novo Nordisk'.

The 'Register here' hyperlink included on the email took readers to a webinar registration page; a copy of which was provided. The registration page also included the declaration that the meeting was organised and fully funded by Novo Nordisk.

Novo Nordisk submitted that the independent organisation sent the email invitation to its members. Novo Nordisk had not directly invited delegates to attend. The email was provided by the named independent organisation to Novo Nordisk for examination before it was sent.

Novo Nordisk submitted, that as mentioned above, the email invitation and the online event registration page both indicated the webinar was organised and fully funded by Novo Nordisk. The company therefore denied a breach of Clauses 5.5 and 10.9.

Furthermore, the topic of the webinar was clearly stated on the invitation: 'The Impact of the COVID-19 Pandemic on Type 2 Diabetes - How Do We Manage the Backlog?'. Neither the topic nor the invitation in its entirety could possibly be considered as disguised promotion of Novo Nordisk products and therefore Novo Nordisk denied a breach of Clause 3.6.

Taking all the above into account, Novo Nordisk denied a breach of Clause 5.1.

PANEL RULING

The Panel noted Novo Nordisk's submission that it took up the offer of a sponsorship opportunity from the named independent organisation to organise and fund a webinar to take place on 18 November 2021 which would discuss the impact of the COVID-19 pandemic on type 2 diabetes and how to manage the backlog of patients. The complainant and Novo Nordisk provided a copy of the email sent via the independent organisation inviting its members to attend the webinar, and a copy of the webinar registration page. The Panel noted Novo Nordisk's submission that it contracted with both speakers listed on the webinar email invitation, would pay their honoraria, and had briefed both speakers on the content of the presentation to be provided.

The Panel noted the complainant's allegation that whilst the event was fully funded and organised by Novo Nordisk, on first inspection it looked like the named independent organisation's non-promotional event.

In this regard, the Panel considered that the recipient's initial impression of the email was important. In the recipient's inbox the email appeared from a named independent organisation employee, and the email subject was 'Book Now! Webinar: Type 2 Diabetes – How do we manage the backlog? Thursday 18th November 8pm'. The top of the body of the email featured a large prominent independent organisation logo, below which was stated 'Webinar The Impact of the COVID-19 Pandemic on Type 2 Diabetes – How Do We Manage the Backlog?'. This was followed by further details including that the meeting would be chaired by the vice president of the independent organisation, the name and job titles of the two speakers and the take home messages which included: an analysis of the impact of COVID-19 on patients with type 2 diabetes; a discussion of the contributing factors behind therapeutic inertia; and strategies to overcome therapeutic inertia in clinical practice through prioritisation, multi-disciplinary collaboration, education, regular review and early intensification of diabetes therapy.

The Panel noted that the reader had to scan down past the meeting details before reaching the declaration 'This meeting has been organised and fully funded by Novo Nordisk' which appeared in a font size that was smaller than the rest of the email.

The Panel further noted Novo Nordisk's submission that the 'Register here' hyperlink included in the email took readers to a webinar registration page. The Panel noted that the copies of the registration page provided by the complainant and Novo Nordisk differed. The webpage provided by the complainant featured a prominent independent organisation logo at the top and was headed 'JOIN the UK's Largest Primary Care Pharmacy Network' whereas the version provided by Novo Nordisk appeared to have cropped the webpage at the top so that the

independent organisation's logo and heading were not visible. The version provided by both parties featured the declaration that the meeting was organised and fully funded by Novo Nordisk, in small font, towards the bottom left of the registration page, below the key take away messages and details of the speakers.

The Panel noted that Clause 10.9 stated that when events/meetings are sponsored by pharmaceutical companies, that fact must be disclosed in all the material relating to the events/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 supplementary information drew attention to Clause 5.5.

The Panel noted that Clause 5.5 required 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 or in which a pharmaceutical company had any other involvement, must clearly indicate the role of that pharmaceutical company. The supplementary information to Clause 5.5 included that the declaration of sponsorship must be sufficiently prominent to ensure that readers of sponsored material are aware of it at the outset.

The Panel considered the content and layout of the email and the immediate impression to a busy health professional. In the Panel's view, considering the email was sent from the independent organisation and included a prominent independent organisation logo at the top of the email, and the declaration that the meeting was organised and fully funded by Novo Nordisk appeared towards the bottom of the email, in a font size that was smaller than the rest of the email, on the balance of probabilities, a health professional would likely consider that the invitation was to the independent organisation's webinar and not a pharmaceutical company webinar.

The Panel noted its comments above and considered that it was not sufficiently clear at the outset that the webinar being advertised in the email was organised and fully funded by Novo Nordisk. The Panel therefore ruled a breach of Clauses 10.9 and 5.5 of the Code in this regard.

The Panel noted the complainant's allegation that the event was disguised promotion as he/she could have been tricked into signing up without realising it was a pharmaceutical company organised event because the declaration on the invitation was so small.

Clause 3.6 stated that materials and activities must not be disguised promotion. The Panel noted Novo Nordisk's submission that based on the independent organisation's requirements for sponsored webinars, the topic of the webinar was non-promotional. The Panel noted the title of the webinar and the key take home messages stated in the email in question and cited above. The Panel noted that the definition of promotion in Clause 1.17 was broad. In the Panel's view, noting that the webinar was about type 2 diabetes, any direct or indirect references to a Novo Nordisk medicine in this company organised and fully funded meeting might be considered as promotion of that medicine. The Panel did not have the content of the webinar before it and neither Novo Nordisk nor the complainant made any comment in relation to references to Novo Nordisk medicines at the meeting in question. The Panel noted that the complainant bore the burden of proof and did not consider that he/she had established that the webinar was promotional and therefore the complainant had not established that the invitation to the webinar constituted disguised promotion as alleged. The Panel therefore ruled no breach of Clause 3.6.

The Panel noted Novo Nordisk's submission that the email was provided to it by the named independent organisation for examination before it was sent. The Panel queried why Novo Nordisk had not requested that the position and sizing of its declaration statement be changed to meet the requirements of the Code. The Panel noted its comments and rulings above including its ruling of breaches of Clauses 5.5 and 10.9 and considered that Novo Nordisk had failed to maintain high standards and a breach of Clause 5.1 was ruled.

Complaint received **4 November 2021**

Case completed **2 September 2022**