

CASE/0446/01/25

COMPLAINANT v ORGANON

Allegations about an Organon-sponsored webinar

CASE SUMMARY

This case was in relation to an Organon-sponsored webinar. The complainant alleged that Organon's involvement in the webinar was not declared at the outset of the event registration page and that the webinar promoted Organon products without providing prescribing information.

The outcome under the 2024 Code was:

Breach of Clause 10.10	Failing to prominently disclose the company's involvement in sponsoring an event/meeting
No Breach of Clause 2	Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry
No Breach of Clause 5.1 (x2)	Requirement for companies to maintain high standards at all times
No Breach of Clause 12.1 (x2)	Requirement to include prescribing information

**This summary is not intended to be read in isolation.
For full details, please see the full case report below.**

FULL CASE REPORT

A complaint about Organon Pharma (UK) Limited was received from a contactable complainant who described themselves as a health professional.

COMPLAINT

The complaint wording is reproduced below:

"The [named professional membership organisation] had set up a registration page for the webinar titled SRH Nurse care: Contraception uncovered. A link to the registration page can be found at [link provided]. This event had been sponsored by Organon as sole sponsor. This was not disclosed at the outset on the registration page. Breach of clauses 10.10 and 5.1 In the webinar there was discussion around contraception which included the implant which is the organon product Nexplanon. No prescribing information was provided for Nexplanon. Breach of 12.1, 5.1 and 2."

Further information from the complainant

“You have asked for clarity on which session in the agenda Nexplanon implant was discussed and the prescribing information was not provided. This is the 09:40–10:20 session titled navigating hormonal contraception: options, side effects & optimising patient care. The Nuvaring contraceptive ring option was also discussed during this session so the prescribing information for this product should have been provided but was not. The complaint now relates to both the implant and ring. Thanking you.”

When writing to Organon, the PMCPA asked it to consider the requirements of Clauses 10.10, 12.1, 5.1 and 2 of the 2024 Code.

ORGANON’S RESPONSE

The response from Organon is reproduced below:

“We are writing in response to the complaint received under Case/0446/1/25 regarding our sponsorship of a [named professional membership organisation] webinar called ‘SRH Nurse care: Contraception uncovered’. We take all complaints very seriously and appreciate the opportunity to address these concerns thoroughly and transparently.

After a comprehensive internal review to fully understand the complaint, we aim to provide a clear and accurate response.

Commitment to Ethical Standards

At Organon, we are unwavering in our commitment to maintaining the highest standards of ethical conduct and regulatory compliance. We understand the importance of transparency and integrity, especially in our interactions with healthcare professionals and the public. We strive to ensure that all of our actions, including sponsorship of meetings, are conducted transparently and in full compliance with relevant guidelines and codes of practice.

Background

The [named professional membership organisation], is a professional membership organization based in the United Kingdom. It focuses on advancing sexual and reproductive healthcare through education, research, and the development of clinical guidelines and best practices.

Organon were approached by the [named professional member organisation] on the 10th September 2024 via email asking for sponsorship for a range of educational meetings they were hosting in the last quarter of 2024. Organon agreed to sponsor the webinar titled ‘SRH Nurse care: Contraception uncovered’. The webinar took place on Tuesday 22nd October 2024 between 9.30am–12.30pm. Following internal approval, a sponsorship contract was issued outlining details of our declaration of sponsorship as below.

‘4. Disclosure Statement

The Organisation agrees, in consideration of the Sponsorship, to include a transparency statement from the outset, prominently on all agenda and/or other materials, confirming Organon's sponsorship and involvement of this meeting and/or event, and any published proceedings.'

Addressing the Complainant's Concerns

Clause 10.10

We understand the importance of ensuring that events and meetings sponsored by pharmaceutical companies are clearly disclosed in all related materials. An agreement outlining the details of the hands-off sponsorship was signed by the [named professional membership organisation] on 14th October 2024 and agreed to displaying the sponsorship declaration statement prominently on all materials associated with the event. There was no involvement of Organon in organizing the webinar or its content.

As agreed in the contract, Organon's declaration of sponsorship was displayed prominently on the invite page [screenshot below] hosted on the [named professional membership organisation] website just above the registration link.

[Screenshot provided of the 'invite page'; the text "This event is sponsored by" was included next to the Organon logo]

Further down the page in close proximity to the agenda, the level of sponsorship was also displayed in italic font to differentiate between the rest of the content on the page:

Statement 1:

'Organon has provided sponsorship of this webinar as a sole sponsorship. Organon has had no editorial input into control over the agenda, content development or choice of speakers, nor opportunity to influence.'

As you can see from the invite page on the [named professional membership organisation] website, Organon's declaration of sponsorship was placed prominently and clear from the outset. Once the recipient clicked on the registration link, they were taken to the Eventbrite website where similar details of the webinar was displayed along with the following: [Please refer to the screenshot submitted by the complainant]

Statement 2:

'Sponsors may be announced for this event, our industry partners have no input into the event's educational content and will sponsor the event by way of promotional exhibition material only.'

Upon further investigation, it was confirmed that [named professional membership organisation] events hosted on Eventbrite were hidden unless a recipient opted in as interested in [named professional membership organisation] events. Therefore, those opted in as interested in [named professional membership organisation] events could have accessed the registration page (hosted on the Eventbrite website) bypassing the [named professional membership organisation] invite webpage which hosted our declaration of sponsorship. Most attendees would access the Eventbrite page from the

[named professional membership organisation] invite webpage via the 'Register now on Eventbrite' button where Organon's declaration of sponsorship is present. The above statement [statement 2] was present on the Eventbrite registration page which outlines that the meeting may be sponsored, nevertheless Organon accepts that this statement is not robust enough.

Clear instruction within the contract stated that our declaration of sponsorship must be on all related materials. On this occasion this was not upheld by the organization Organon was sponsoring.

Since the declaration of sponsorship and comprehensive wording outlining the extent of our involvement and influence over the material was not prominently displayed from the outset on the Eventbrite registration page, we accept a breach of clause 10.10.

Clause 12.1

Organon is unable to comment on the content of the webinar due to their lack of involvement in the content of the webinar. Organon's sole involvement in the webinar was to provide an arm's length sponsorship. The webinar was organised and controlled by a bone fide healthcare organisation with scientific/educational content to an audience of primary care healthcare professionals with an interest in women's health. Organon therefore cannot be held responsible for the content which may or may not have mentioned their products. As a result, the provision of prescribing information is not applicable and Organon denies breaches on 12.1.

Clause 5.1 and Clause 2

When the sponsorship contract was sent to the [named professional membership organisation], it was also accompanied by an email from the Organon activity owner stating that the Organon logo and level of sponsorship statement must be visible on the website and placed at the top of the page. The [named professional membership organisation] did comply for the [named professional membership organisation] website but not on the registration page. Organon consider that their sponsorship of the meeting would have been clear to those who registered via the [named professional membership organisation] website which would have been a majority of the attendees. Given the extra level of due diligence demonstrated by the activity owner, Organon believe high standards were maintained.

Given that overall, the sponsorship of the event was clear on other material, and due diligence was demonstrated, Organon do not believe that the details in this case constitute a breach of Clauses 5.1 or 2.

Conclusion

Organon remains dedicated to maintaining a robust compliance culture and ensuring that all materials meet the ABPI Code's requirements. Organon's declaration of sponsorship of this [named professional membership organisation] webinar was clear, prominent from the outset on some materials but not all. Organon did demonstrate due diligence and high standards which were not upheld by the sponsored organization,

which is why on this occasion, we deny breaches of clauses 12.1, 5.1, and 2 but accept a breach of clause 10.10.

Should you require any further information, please do not hesitate to contact us."

PANEL RULING

This complaint related to an Organon-sponsored webinar. The complainant alleged that Organon's involvement in the webinar was not declared at the outset of the registration page and that the webinar itself did not contain prescribing information for the Organon products discussed.

Registration page – declaration of involvement

The complainant provided a link to a webinar registration page on Eventbrite. The registration page included a banner image featuring the webinar title ('SRH Nurse Care: Contraception Uncovered) and the professional membership organisation name and logo, above logistical information. Below this, an 'About this event' section provided an overview of the webinar and included a statement that the meeting was for nurses only. This was followed by the webinar agenda, beneath which was the statement:

'Sponsors may be announced for this event, our industry partners have no input into the event's educational content and will sponsor the event by way of promotional exhibition only.'

Clause 10.10 required 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 are aware of it at the outset. The supplementary information to that clause stated that the material must clearly indicate that it has been sponsored by the company. The Panel determined that the wording of the declaration on the registration page was not sufficient to meet the requirements of the Code as it would not be clear to a viewer from the outset that Organon had sponsored the webinar. The Panel also had concerns about its prominence and location on the webpage. The Panel therefore ruled a **breach of Clause 10.10**, as accepted by Organon.

While, in the Panel's view, it was likely that some attendees of previous similar webinars would have been able to view the registration page without having first visited the 'invite' page, the Panel took into account Organon's submission that most attendees would likely access the registration page via an invite page, which did include a declaration of Organon's sponsorship.

The sponsorship agreement provided to the Panel by Organon included a requirement for the professional membership organisation to *"include a transparency statement from the outset, prominently on all agenda and/or other materials, confirming Organon's sponsorship and involvement of this meeting and/or event, and any published proceedings."* Examples of suitable declarations were also provided in addition to a statement that the final transparency statement would be provided by Organon prior to the sponsored meeting. The final transparency statement had been provided to the membership organisation by email.

The Panel noted that the email did not reiterate the requirement for the declaration to be included on all material relating to the webinar. It stated:

"We will need to have our sponsorship involvement visible on the website, it's an ABPI clause.

I've popped below what we need

If you could have the following at the top of the page that would be great, I've also added our logo"

The Panel concluded that, while it would have been helpful for the email communication to reiterate the requirements of the placement of the declaration statement on all meeting materials, these requirements were clearly stated in the sponsorship agreement. The Panel did not consider that the complainant had established that Organon had failed to maintain high standards and ruled **no breach of Clause 5.1**.

Webinar content – prescribing information

Organon submitted that its sponsorship of the webinar was arm's-length.

The Panel noted that it was possible for a company to sponsor material produced by an independent organisation which mentions its own products and not be liable under the Code for its contents, but only if, among other things, there has been a strictly arm's-length arrangement between the parties.

The Panel took into account the information available to Organon at the time when it chose to sponsor the webinar, detailed in the sponsorship agreement.

The Panel noted that the webinar was described as:

"a deep dive into the latest best practices in managing side effects, understanding the nuances of hormonal contraception, and mastering the rules around the ring and the patch. Plus, we'll tackle everything you've ever wanted to ask about emergency contraception – ensuring you leave equipped with knowledge and confidence to deliver the best care possible."

The learning outcomes of the webinar were stated as:

- *"Understand contraceptive side effects, gain insights into the most common and challenging side effects of various contraceptives and develop strategies for managing them effectively in diverse patient populations.*
- *Evaluate the best hormonal contraceptive methods, compare and contrast the latest hormonal options, including the pill, the patch and the ring, to make informed recommendations based on individual patient needs and preferences.*
- *Deepen your knowledge of emergency contraception, explore the full range of emergency contraceptive methods, and develop the confidence to answer any questions patients may have about their use and effectiveness.*
- *Apply innovative approaches to adolescent contraceptive care, develop practical skills in addressing the unique contraceptive needs of patients under 18, with a focus on sensitive communication, safeguarding, and promoting responsible sexual health."*

The Panel noted that the specific section of the agenda referenced by the complainant in relation to their allegation of missing prescribing information was the 09:40-10:20 session titled '*Navigating Hormonal Contraception: Options, side effects & optimising patient Care*'.

In the Panel's view, Organon would have been aware that it was likely that its products would be discussed; however, any such discussion appeared to be within the context of the full range of contraceptive treatment options. In the Panel's view, the information available to Organon at the time of the sponsorship did not indicate that Organon's products would be the main topic of discussion or that they would be positioned positively above other treatment options. The Panel also noted that the sponsorship agreement did not indicate that Organon would receive any benefit in return for funding the webinar. There was no indication that Organon had initiated or had had any influence or ability to influence the content or scope of the webinar including the selection of the speakers. Due to the combination of these factors, and based on the evidence before it, the Panel was satisfied that the arrangements between Organon and the professional membership organisation in relation to the webinar were strictly arm's-length.

The Panel had not been provided with a copy of the webinar content. However, the Panel concluded that Organon was not liable under the Code for the content of the webinar as the arrangements were strictly arm's-length and therefore there was no requirement for prescribing information to be provided. As such, the Panel ruled **no breaches of Clause 12.1** for both Organon products raised by the complainant.

Given its ruling above in relation to the webinar content, the Panel considered that there had not been a failure to maintain high standards and that Organon had not brought discredit or reduced confidence in the pharmaceutical industry and ruled **no breach of Clauses 5.1 and 2** accordingly.

Complaint received **22 January 2025**

Case completed **18 December 2025**