

EX-EMPLOYEE v NOVO NORDISK

Promotional meeting for Wegovy

CASE SUMMARY

This case was in relation to a Wegovy promotional meeting organised by Novo Nordisk and held in Scotland in November 2022. The complainant alleged that Wegovy did not have a marketing authorisation in Northern Ireland at that time and that it was being promoted to a speaker and other health professionals from Northern Ireland at this meeting.

The outcome under the 2021 Code was:

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 3.1	Requirement that a medicine must not be promoted prior to the grant of its marketing authorisation
No Breach of Clause 5.1	Requirement to maintain high standards at all times
No Breach of Clause 5.6	Requirement that material should only be provided or made available to those groups of people whose need for or interest in it can be reasonably assumed
No Breach of Clause 24.2	Requirement that arrangements which cover genuine consultancy or other services fulfil the criteria listed in this clause

**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 was received about Novo Nordisk from a named, contactable ex-employee.

COMPLAINT

The complaint wording is reproduced below:

“Today I received an email from a third party company promoting the weight loss drug Wegovy. I have a BMI of 22 and in no way am I interested in losing weight. My understanding is that prescription only drugs should not be promoted to the public especially without any prescription information. I have had no previous dealings with this third party and am mystified as to why I am being targeted. It is particularly irritating

as Novo Nordisk have been involved in transgressing ABPI regulations in their dealings with third party companies in the past.

In addition: in November 2022 the Novo Nordisk weight management team organised and paid for a promotional meeting for Wegovy which took place in Scotland with a speaker from Northern Ireland (NI). At this time, Wegovy did not have marketing authorisation in NI so why was this drug being promoted to this Consultant and other healthcare professionals from NI.”

When writing to Novo Nordisk, the PMCPA asked it to consider the requirements of Clauses 2, 3.1, 5.1, 5.6, 15.5, 24.2, 26.1 and 26.2 of the Code.

NOVO NORDISK’S RESPONSE

The response from Novo Nordisk is reproduced below:

“[named healthcare organisation] email

Novo Nordisk has not provided any funding to [named healthcare organisation]. Further, Novo Nordisk has not been involved with [named healthcare organisation]’s weight loss programme, or the [named healthcare organisation] email campaign associated with the weight loss programme. With this in mind, we do not consider the matter falls within the scope of the Code and deny any breach in that regard, including any breach of Clauses 5.6, 15.5, 26.1, 26.2, 5.1 and 2.

Promotional meeting in Scotland

The meeting referred to by the complainant was a promotional meeting, organised by Novo Nordisk that took place in Scotland on 04 and 05 November 2022. A copy of the meeting agenda is enclosed. The complainant is mistaken when they stated that at the time of the meeting ‘*Wegovy did not have marketing authorisation in NI*’. The meeting took place following receipt of marketing authorisation (MA) for Wegovy in both Northern Ireland (MA granted by EMA on 22 January 2022) and Great Britain (MA granted by MHRA on 10 May 2022).

[Named speaker] (listed on the meeting agenda) is a Professor of Endocrinology at [named university], Northern Ireland. In addition, [named speaker] has an affiliation with [named UK university], specifically with [named hospital] which is part of the [named NHS trust], as indicated by the work address included on [their] speaker agreement. As requested, we have enclosed a copy of [named speaker’s] briefing document and the two slides decks that [they] presented, one on Saxenda and one on Wegovy. Both slide decks were certified. We have also provided a list of meeting delegates including information on their demographics. All delegates worked in specialist weight management services, and all had a primary place of practice within Scotland.

Given the above, we do not consider that Wegovy was promoted prior to the grant of a MA that permits its sale and supply and we deny any breach of Clause 3.1. Further, [named speaker] was providing a service to Novo Nordisk as part of a legitimate consultancy arrangement, reflected in a written agreement and we deny any breach of

Clause 24.2. With this in mind we also deny that there has been any breach of Clauses 5.1 and 2.”

CASE PREPARATION MANAGER’S DETERMINATION

Following receipt of Novo Nordisk’s response, the case preparation manager determined that there was no *prima facie* case in relation to the allegation about the weight management service provided by [named healthcare organisation] and this matter was not referred to the Panel.

PANEL RULING

The Panel noted that the case preparation manager had raised Clauses 2, 3.1, 5.1, 5.6, 15.5, 24.2, 26.1 and 26.2 of the Code in relation to the allegations made by the complainant. The Panel considered that Clauses 15.5, 26.1 and 26.2 were raised by the case preparation manager solely in relation to the allegation about the [named healthcare organisation] email, which was a matter that had not been referred to the Panel as the case preparation manager had determined that there was no *prima facie* case. The Panel therefore made no ruling in relation to Clauses 15.5, 26.1 and 26.2.

The allegation that had been referred to the Panel was regarding a promotional meeting held in Scotland in November 2022. The complainant alleged that Wegovy was promoted to health professionals from Northern Ireland (attendees and a speaker) when it did not have a marketing authorisation in Northern Ireland at that time.

The Panel noted from Novo Nordisk’s submission that there were seven delegates at the meeting who worked in specialist weight management services and all had a primary place of practice within Scotland. The Panel further noted that there were a number of speakers, including a health professional from Northern Ireland. The speaker agreement for this health professional gave their address as being in England.

Clause 24.2 set out the requirements for the arrangements for contracted services, including speaking at meetings.

Regardless of the speaker’s country of practice or residence, in the Panel’s view, the speaker appeared to have been providing a legitimate service and in this capacity was not being promoted to by Novo Nordisk. The Panel noted that the complainant bore the burden of proof. The Panel considered that the complainant had not established that the service provided was not legitimate and the Panel therefore ruled **no breach of Clause 24.2**.

The Panel further took account of Novo Nordisk’s submission that Wegovy received marketing authorisation in Northern Ireland on 22 January 2022 via the European Medicines Agency, and received marketing authorisation in Great Britain via the MHRA on 10 May 2022.

Clause 3.1 stated that a medicine must not be promoted prior to the grant of the marketing authorisation which permits its sale or supply.

Given Wegovy had a marketing authorisation in Great Britain and Northern Ireland at the time of the promotional meeting in November 2022, the Panel ruled **no breach of Clause 3.1**.

Clause 5.6 stated that material should only be provided or made available to those groups of people whose need for or interest in it can reasonably be assumed, and it should be tailored to the audience.

The Panel considered, based on the very narrow allegation about the marketing authorisation, that the complainant had not established that the delegates did not have a need for or interest in the material and the Panel therefore ruled **no breach of Clause 5.6**.

Taking all of the above into account, and given that there were no breaches ruled, the Panel ruled **no breaches of Clauses 5.1 and 2**.

Complaint received **16 December 2023**

Case completed **23 August 2024**