

## **COMPLAINANT v ROCHE**

### **Allegations about declaration of involvement in an online radio programme**

#### **CASE SUMMARY**

This case was in relation to a radio programme about a campaign sponsored by Roche in which representatives from four organisations, involved in the campaign, were interviewed. The complainant alleged that partners from the campaign were speakers on the radio programme but made no declaration of Roche's involvement. The complainant also alleged that because the programme discussed a particular therapy area and would have been heard by members of the public, this was a disease awareness piece and therefore should have been certified.

The outcome under the 2021 Code was:

<b>Breach of Clause 25.3</b>	<b>Failing to ensure sponsorship is clearly acknowledged from the outset</b>
<b>No Breach of Clause 2</b>	<b>Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry</b>
<b>No Breach of Clause 5.1</b>	<b>Requirement to maintain high standards at all times</b>
<b>No Breach of Clause 8.3</b>	<b>Requirement to certify non-promotional material</b>

**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 from an anonymous, non-contactable complainant about Roche.

#### **COMPLAINT**

The complaint wording is reproduced below with some typographical errors corrected:

"Roche funded [named] campaign and had worked with [named healthcare organisation] and other organisations as part of this campaign. As part of this campaign, a [BBC programme] audio show was conducted where the president of the [named healthcare organisation] and others from the partnership spoke about the [named] campaign. However, despite the fact that the audio will be have been heard by many members of the public, a declaration of exact involvement about Roche in this campaign had not been provided from the outset of the audio discussion. The declaration was critical [sic] for full

transparency from the beginning. Furthermore [sic], the audio discussed AMD [Age-Related Macular Degeneration] so it was a disease awareness piece and should have been certified, prior to the [BBC programme] audio discussion. As Roche had funded the partnership, Roche were responsible for any ABPI code related issues. A copy of the recording and the transcript is available at: [URL provided] Breaches of clauses 25.3, 8.3, 5.1 and 2 had taken place.”

When writing to Roche, the PMCPA asked it to consider the requirements of Clauses 25.3, 8.3, 5.1 and 2 of the Code.

## ROCHE’S RESPONSE

The response from Roche is reproduced below:

“Roche is committed to maintaining high standards and has robust processes in place to ensure that all activities meet the requirements of the ABPI Code of Practice. It is therefore unfortunate to receive a complaint of this nature.

The complaint relates specifically to a [BBC programme] aired on [date] 2023 at [time] (recording available online) entitled [name of the campaign], where the president of the [named healthcare organisation cited by the complainant], and others from [named campaign] partnership, are interviewed about the campaign. The complainant alleges that Roche’s exact involvement in the campaign had not been provided from the outset of the audio discussion and since Age-Related Macular Degeneration (AMD) was discussed, it was disease awareness, which should have been certified. As such, breaches of clauses 25.3, 8.3, 5.1 and 2 were alleged.

For context, [named campaign] is a coalition made up of [five named organisations] and Roche Products Ltd. Roche provides sponsorship in the form of financial support to the medical communications company [name] to act as secretariat to the group. The aim of the initiative is to raise awareness of the importance of good eye health and campaign to improve the lives of people living with sight loss by enabling more patients to access eye care faster, by maximising capacity in eye health services across the NHS.

As part of the campaign the partnership hosted a parliamentary drop-in session, [name of the event], on the [date] where the “*Laying the foundations for the future of eye health in England*” report was launched. [Communications company] invited representation from the BBC to the event, since they had attended the previous year. The invite included an overview of [named campaign] and reference to Roche as a partner.

All materials used during [name of the event] were certified by Roche and contained appropriate declarations of Roche’s involvement in the partnership from the outset. The event itself took place in a small meeting room with the following materials clearly visible to attendees:

- Pull-up banner (0.8 x 2m)
- A2 sized pledge cards that could be used for parliamentary photo opportunities in front of the banner

- Hard copies of the report '*Laying the foundations for the future of eye health in England*' available in regular print, large print and Braille
- Large screen displaying the Polimapper tool, which shows ophthalmology data by constituency

All of the materials listed above include the prominent statement, '*[name of the campaign] is a partnership between Roche, [five named organisations]. Roche has funded the activities of the partnership*', which makes clear Roche's role and level of support from the outset.

In addition, the speaker whose presentation introduced [named campaign] partnership at the event was appropriately briefed to be transparent that Roche funds the partnership.

In terms of the content of the BBC news article, Roche had no involvement or control in the independently produced feature. All material made available to the BBC as part of [name of the event] and associated [named campaign] material (as outlined above) was approved by Roche and had the appropriate declarations of Roche's involvement present.

Roche notes that the BBC make reference to Roche's involvement in [named campaign] partnership within the following statement [screenshot provided] on the page of the website where the programme is accessible for download. However, given the radio programme was independently produced by the BBC, and that all materials provided by Roche that may have informed the article had been certified with appropriate declarations of involvement of company support, Roche do not consider there to have been a breach of Clause 25.3 in this instance and as such refute the allegations made by the complainant in this regard.

The complainant also alleges a breach of Clause 8.3, which requires certification of educational material for the public or patients issued by companies that relates to diseases or medicines. As the BBC issued this content independently, Roche does not consider itself accountable for compliance with Clause 8.3. In this instance, Roche did not have any involvement or visibility of the planned programme and did not approve the content generated by the BBC. As outlined above, all materials provided by Roche that may have informed the article had been certified accordingly.

In addition to refuting the alleged breaches of 25.3 and 8.3, Roche considers that high standards have been maintained throughout and as such strongly refutes the associated alleged breaches of Clauses 5.1 and 2 made by the complainant.

Roche hopes that the above provides sufficient and appropriate information to enable PMCPA consideration on the matter but please do let me know if anything further is required."

## **FURTHER INFORMATION**

The response from Roche in response to a request for further information from the Panel is reproduced below:

"Following on from your email below and associated request for information, I can confirm that Roche made no breifing [sic] in relation to the BBC interviews to [communications company] (or other parties) and therefore we have no additional materials to provide."

## **PANEL RULING**

This complaint related to a radio programme about a campaign sponsored by Roche in which representatives from four organisations, involved in [named] campaign, were interviewed. The complainant alleged that partners from the campaign were speakers on the radio programme but made no declaration of Roche's involvement. The complainant also alleged that because the programme discussed age-related macular degeneration (AMD) and would have been heard by members of the public, this was a disease awareness piece and therefore should have been certified.

Roche explained that the campaign was a coalition made up of six partners including Roche, who provided sponsorship in the form of financial support to a communications company to act as secretariat support to the partnership. The aim of the partnership was to raise awareness and campaign in a particular therapeutic area.

As part of the campaign, an event was organised in late 2023 and hosted by the partnership. The Panel noted that the communications company acting as secretariat to the partnership had invited the BBC to attend. The Panel had sight of the email invitation which referenced the BBC's coverage of the prior year's event and the communications company included that it would be able to facilitate interviews with any key stakeholders including representatives from the partnership.

The Panel did not know the precise contractual relationship between Roche and the communications company, nor the extent to which Roche exercised oversight or control over their activities; it was only clear that sponsorship had been provided to the partnership in the form of financial support to the communications company. In the Panel's view, the communications company was likely a third-party acting on behalf of Roche; Roche were therefore responsible for its acts and omissions as per Clause 1.24 of the Code.

A transcript of the broadcast was provided along with a URL which linked directly to the BBC radio programme. The Panel observed the page included an image of the presenter, the name of the series and a 'Listen now' link. The programme appeared to be part of a series for people with the medical condition campaigned for by the partnership. Underneath was the name of the partnership followed by a short introduction about the partnership. The introduction listed the names of the partners, including Roche, but did not include any further detail as to how Roche was involved. This was followed by a transcript of the programme which did not include any declaration of Roche or its involvement.

With regard to the audio programme, which the allegations related to, the Panel noted that the only mention of [named] campaign by name came from the BBC presenter in the introductory and closing segments of the programme which appeared, from the Panel's observation, to have been recorded separately from the interviews conducted at the event. While the presenter referred to the "campaign" throughout the interviews, they did not appear to refer to it by name. The programme touched on areas of the individuals' specialities and addressed challenges in the delivery of care across the particular sector, including the lack of national eyecare strategy, inequitable access to treatment described as a "postcode lottery", workforce shortages in

ophthalmology and treatment delays, all of which were key themes of [named] campaign. There was no mention during the audio interviews of Roche's involvement in the partnership. The programme was produced and broadcast independently by the BBC.

The Panel was guided by established precedent that, when complaints were received about information that an independent journalist had published in the press, its rulings were made upon the material released by the company that might have prompted the article, and not the article itself. The tone, language and content of any relevant press release(s) provided by the company, and any interactions the company had with the journalist, would be important considerations in this regard.

The Panel noted that Roche had provided copies of six materials which were on display in the room in which the event took place, all of which contained declarations about Roche's involvement in the partnership. Roche also provided a copy of a briefing provided to the speaker who introduced the partnership at the event itself which stated to "be transparent that Roche funds the partnership". However, in a response to a request for further information, Roche confirmed that no briefing was provided to the communications company or others in relation to the BBC interviews.

Clause 25.3 included that companies must ensure that all sponsorship is clearly acknowledged from the outset. The wording of the declaration of sponsorship must be unambiguous and accurately reflect the extent of the company's involvement and influence over the material.

The Panel observed that the BBC's presence had been sought by the third-party communications company with the intention of facilitating interviews with members of the partnership on the day regarding the campaign. In this regard, the Panel noted the following excerpt from the email to the BBC by the communications company:

"We would be absolutely delighted to welcome a representative from [BBC programme] to attend, and would be able to facilitate setting up interviews with any key stakeholders including [redacted], representatives from the partnership and any other spokespeople in attendance at this important event. We know how supportive [BBC programme] has been of the partnership and hope that you will be able to attentive and your listeners would find the updates of interest"

The Panel acknowledged that the BBC interviews were produced independently. However, in the Panel's view, noting its third-party facilitated the interviews, Roche could, and should, have ensured that appropriate steps were taken to brief those interviewed about the requirement to clearly declare the sponsorship by Roche. The Panel considered that reliance on the declarations that Roche had funded the activities of the partnership within the event materials and a briefing prepared for the event presentation, was insufficient.

The Panel took into account that there was no mention of Roche's involvement when the campaign was discussed with the four members interviewed from the partnership. In the Panel's view, the failure to provide a briefing for the interviews meant Roche had failed to ensure the sponsorship was acknowledged in accordance with Clause 25.3 and a **breach of Clause 25.3** was ruled.

The complainant also alleged a breach of Clause 8.3 on the grounds that the radio programme discussed AMD and amounted to disease awareness, requiring certification by Roche. Clause 8.3 applied, among other situations, where educational material for the public or patients was issued by companies. As the programme was produced and issued independently by the BBC, the Panel considered Clause 8.3 was not applicable and therefore ruled **no breach of Clause 8.3**.

The Panel considered that there was no evidence of wider concerns and that the ruling of 25.3 adequately covered the matters raised by the complainant. Based on the totality of information before it, the Panel did not consider the complainant had established that high standards had not been maintained and ruled **no breach of Clause 5.1**. It followed that the Panel ruled **no breach of Clause 2**.

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**Complaint received      6 May 2024**

**Case completed        08 July 2025**