

COMPLAINANT v JAZZ PHARMACEUTICALS

Allegation about disclosure of company involvement

CASE SUMMARY

This case was in relation to an 'Events' webpage on a patient organisation website, which provided details of a conference held in 2023. It was alleged that Jazz had provided a 'grant' for the named patient organisation's 2023 conference and that their involvement was not accurate nor declared at the outset of the webpage.

The outcome under the 2021 Code was:

Breach of Clause 25.3	Failing to ensure sponsorship is clearly acknowledged from the outset.
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	Requirement to maintain high standards at all times.
No Breach of Clause 23.2	Requirement that donations to healthcare organisations do not constitute an inducement to recommend and/or prescribe, purchase, supply, sell or administer specific medicines.

**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, contactable complainant who described themselves as a health professional, about Jazz Pharmaceuticals.

COMPLAINT

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

"The [medical condition] 2023 UK professionals conference had been funded via a grant received from Jazz Pharmaceuticals. The Jazz Pharmaceuticals grant declaration was not provided from the outset. The declaration which was given at the bottom of the page was incorrect as it did not refer to a grant but was written as support. Jazz pharmaceuticals should have ensured an upfront and accurate declaration of company involvement in the conference. The non-compliant conference page can be found at [link provided]. Clauses 23.2, 25.3, 5.1 and 2 had been breached."

When writing to Jazz, the PMCPA asked it to consider the requirements of Clauses 23.2, 25.3, 5.1 and 2 of the 2021 Code.

JAZZ'S RESPONSE

The response from Jazz is reproduced below:

"We have received a complaint letter dated 31 May 2024. The letter notifies us that a healthcare professional has made allegations about the way financial support from Jazz Pharmaceuticals (Jazz) has been acknowledged by a patient organisation, on its web page. The allegation is that the support 'was not made clear from the outset' and that the declaration which in the words of the complainant 'was given at the bottom of the page' was incorrect as it did not refer to a grant but was written as support.

The complainant provided, as evidence for the allegation, a link to a webpage on the website, which included, amongst other things, the details of the conference for which the support was given. Jazz was requested to respond to this matter with consideration to the clause requirements of 23.2, 25.3, 5.1 and 2 of the ABPI Code version 2021 (the 'Code'), as cited by the complainant.

A thorough investigation has been conducted into the matters alleged in this complaint. Jazz provided sponsorship to the [medical condition] 2023 UK Professional Conference which took place in London on 17-18 November 2023. The conference was two days: the first day comprised educational content for UK HCPs and the second day was for families. Jazz's sponsorship package permitted attendance for three Jazz medical employees for the first day only. The Jazz sponsorship contract details the sponsorship provided and requires the third party to include a prominent disclosure and acknowledgement of Jazz's sponsorship.

Clause 23.2 relates to donations and grants given to patient organisations. The involvement of Jazz with [patient organisation] in relation to the conference was via a sponsorship (not a grant or donation) and therefore we believe Clause 23.2 does not apply. We note that clause 23 expressly deals with donations and grants and therefore excludes sponsorships which are dealt with in clause 25.3. This view is further evidenced by clause 23.1 which states that donations and grants have 'no consequent obligation on the recipient organisation, institution and the like to provide goods or services to the benefit of the pharmaceutical company in return'. It is generally accepted that sponsorships will provide a 'benefit... in return'. As stated above, in the case of this sponsorship, there was a 'consequent obligation on the recipient organisation to provide... services to the benefit of the pharmaceutical company in return': this was the opportunity for three Jazz medical employees to attend the congress for day one and learn from the speakers. Therefore, as we have established that this was a sponsorship and sponsorships are not the subject of clause 23.2, this clause does not apply to the case and we refute the allegation of a breach of clause 23.2.

We note that the obligation to make clear the financial arrangements for grants and donations in clause 23 is different from the obligations in clause 25: clause 23.2 requires that 'Company involvement should be made clear for donations and grants to

the extent possible'. Clause 25.3 deals with sponsorships and requires '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'.

It must be noted that the material which the complainant alleges breaches clause 25.3 is a webpage produced by [patient organisation] and which has been complained about seven months after the event for which Jazz provided the sponsorship. Therefore, it is not, and cannot be, evidence of whether 'sponsorship was clearly acknowledged from the outset'. As a matter of fact, this website acknowledgement is not describing an event from the outset – it is describing an event which has already taken place seven months prior to the complaint and therefore provides no information on what was 'acknowledged from the outset'. Equally the requirements of clause 25.3 that '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' relate to the acknowledgement of sponsorship at the time; not to the wording of an independent patient organisation on their website detailing an event seven months after it has taken place. The intention of the wording of this clause of the Code is to ensure that attendees at the event are not misled about the involvement of companies in the event / materials they view at the time of the event. It cannot be the responsibility of a pharmaceutical company to continuously monitor a third party independent patient organisation to control and /or dictate what the third party writes about the event after the event and indeed after the contractual obligations of the sponsorship agreement have expired; this would completely undermine: (1) the independence of the patient organisation and (2) the principles of the Code, both of which helps to give the very protection the complainant is seeking.

In short, Jazz contends that the complainant has not passed the evidential burden of proof: the complainant has not produced any proof of what acknowledgements were given 'at the outset' – they have merely sent a link to a website. It is not possible to know what the website said at the time of the event, as the link updates to the current website. The print screen which the PMCPA has shared from the weblink is proof of this – it records a moment in time and is, as a matter of fact, a moment in time where the website is describing an event which happened seven months prior to the complaint: not from the outset of the event.

Despite this fact Jazz is confident that it has respected the rules and the principles of the Code, taking into account its obligations to have its sponsorship 'clearly acknowledged from the outset' with wording that is 'unambiguous' and 'accurately reflect[ing] the extent of the company's involvement and influence over the material'. The sponsorship contract clearly requires: Jazz 'shall be prominently mentioned as a sponsor of the Event'. However as enshrined in the Constitution of the Code and as a point of principle, it should not be for Jazz to prove it has not committed the alleged breaches of the code but for the complainant to prove their complaint on the balance of probabilities. Given that the complainant has not produced any evidence at all about the acknowledgements given from the outset, Jazz submits that the case has not been proven.

The complainant has alleged a breach of clause 5.1 and clause 2. Clause 5.1 requires that high standards must be maintained at all times and clause 2 states that activities

or materials must never be such as to bring discredit upon or reduce confidence in the pharmaceutical industry. Jazz's sponsorship of [patient organisation's] Professional Day 2023 is a legitimate activity and has been conducted in line with the principles and rules of the ABPI Code. Further the complainant has not provided any evidence that high standards have not been maintained or that discredit has been brought upon or that there has been reduced confidence in the Pharmaceutical Industry. Therefore, Jazz refutes the allegations of breaches of clause 5.1 and clause 2.

I close this letter by reiterating Jazz's strong commitment to the rules and principles of the Code and look forward to hearing from you in due course."

PANEL RULING

This complaint concerned the 'Events' webpage on a named patient organisation website, which provided details of a conference held in 2023. It was alleged that Jazz had provided a 'grant' for the named patient organisation's 2023 conference and that their involvement was not accurate nor declared at the outset of the webpage.

The Panel noted Jazz's submission that it had provided sponsorship for the named patient organisation's 2023 conference and not a 'grant' as alleged by the complainant. The Panel considered the webpage at issue which had a bold title "[named patient organisation] 2023 Conference – Professional Day". Below the title was a prominent paragraph stating that "on-demand viewing" of the conference was now available; several headings and text followed this paragraph:

- Agenda & Programme – providing details about the conference and a link to the conference agenda and speaker biographies;
- CPD Accreditation – providing details about bodies approving the conference as an accredited CPD activity;
- A positive review from an attendee of the conference in 2021 appeared between the headings;
- Information about on-demand links and how to gain access to the virtual conference platform;
- A coloured box stating "This event has passed. Tickets are no longer available"; and
- Terms and conditions – a link to the named patient organisation's cancellation policy.

Underneath the terms and conditions text was the heading, "[named patient organisation] UK Conference Professionals Day is kindly supported by:". Beneath the heading, there appeared several logos side by side with equal prominence, one of which was the logo for Jazz Pharmaceuticals. The logos also had an arrow at either end of the row suggesting there may have been more logos if the reader clicked left or right. This declaration appeared at the bottom of the webpage; the Panel noted a reader would have to scroll down the webpage to view it and it would not have been visible on opening the webpage. The only information below the declaration was three text boxes next to each other detailing information about the event, and the footer.

The Panel noted Jazz's submission that sponsorship was provided to the named patient organisation for the purpose of a professional conference which took place in London in November 2023. The sponsorship agreement detailed the amount of sponsorship provided and a requirement that Jazz "shall be prominently mentioned as a sponsor of the Event in any

publications to ensure that readers of the publications are aware of the financial support to the Event...”.

The Panel noted the complainant’s allegation that Jazz’s involvement in the 2023 conference was not provided at the outset of the webpage and was referred to as “support” which was not accurate.

Clause 25 concerned relationships with health professionals, other relevant decision makers, healthcare organisations and patient organisations. Clause 25.3 stated, among other things, that companies must ensure that all sponsorship is clearly acknowledged from the outset and the wording of the declaration of sponsorship must accurately reflect the extent of the company’s involvement and influence over the material. The Panel also considered that it was well established that transparency was key and, regardless of how it was provided, sponsorship must be declared.

The Panel noted that whilst the sponsorship agreement contained a requirement for the “prominent mention” of Jazz as a sponsor of the Event in any publications, it did not state that this was to be clear from the outset; the Panel did not consider the word “prominent” to cover the requirements of the Code in this regard.

The Panel considered the immediate and overall impression of the webpage to a reader and in the Panel’s view, the length of the webpage was such that Jazz’s logo would not appear until the reader had scrolled down to the bottom of the webpage. The Panel concluded that some readers may not scroll to the bottom of the webpage and could navigate away from the page through links, including a virtual conference platform to view the day sessions, without knowing the event had been sponsored by Jazz.

The Panel disagreed with Jazz’s assertion that “sponsorship is clearly acknowledged from the outset” related to the time leading up to the event and the event itself. The Panel considered this to be a live website directing readers to content from an event which Jazz had sponsored and providing viewers with on-demand viewing of the event. The Panel disagreed with Jazz’s comments about its responsibilities with respect to third parties, and considered that it was a well-established principle under the Code that pharmaceutical companies were responsible for the acts/omissions of contracted third parties. The Panel considered that the location of the declaration meant that it was not clearly acknowledged from the outset.

The Panel went on to consider the wording of the declaration and whether it was unambiguous and accurately reflected Jazz’s involvement. In the Panel’s view, the words “supported by” were ambiguous; it was not clear that this was funding provided by way of sponsorship. Considering the allegation in totality, the Panel ruled a **breach of Clause 25.3**.

The Panel noted that Clause 23.2 related to donations and grants. Having accepted that the agreement related to sponsorship, the Panel considered there was no evidence to support an allegation under this Clause and ruled **no breach of Clause 23.2** accordingly.

The Panel was concerned that the written agreement did not meet the requirements of the Code as detailed above. Nonetheless, there was a reference in the written agreement to the requirement for the prominent mention of the company as a sponsor in any publications, and the inclusion of the company name and corporate logo in other written materials distributed for the Event. Whilst the declaration did not satisfy the relevant requirements of the Code, it was,

nonetheless, part of the webpage. On balance, the Panel considered that the above ruling of a breach of the Code was proportionate and addressed the complainant's concerns, therefore it did not consider that a ruling in relation to the maintenance of high standards was warranted, and it ruled **no breach of Clause 5.1**.

A breach of Clause 2 was a sign of particular censure and was reserved for such use. The Panel noted its comments and rulings above and did not consider that the particular circumstances of this case warranted a ruling of a breach of Clause 2; and on this basis **no breach of Clause 2** was ruled.

Complaint received 31 May 2024

Case completed 13 June 2025