

COMPLAINANT v PROVECA

Alleged promotion to the public in the Daily Mail

CASE SUMMARY

This case was in relation to an article published on the Daily Mail website which the complainant alleged constituted promotion to the public.

The outcome under the 2021 Code was:

No Breach of Clause 5.1	Requirement to maintain high standards at all times
No Breach of Clause 26.1	Requirement not to advertise prescription only medicines to the public
No Breach of Clause 26.2	Requirement that information about prescription only medicines which is made available to the public must be factual, balanced, must not raise unfounded hopes of successful treatment or encourage the public to ask their health professional to prescribe a specific prescription only medicine

**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 Proveca Ltd was received from an anonymous, contactable complainant who described themselves as a health professional.

COMPLAINT

The complaint wording is reproduced below:

“Proveca have engaged in promotion to the public: [URL provided linking to an article on the Daily Mail website titled ‘The tiny tablet that baby heart patients can swallow – dispersing in saliva to help lower blood pressure and bolster blood flow’].”

When writing to Proveca, the PMCPA asked it to consider the requirements of Clauses 5.1, 26.1 and 26.2 of the 2021 Code.

PROVECA'S RESPONSE

The response from Proveca is reproduced below:

"In response to the above complaint, I would like to confirm that Proveca Ltd. had no part in the commissioning, authoring or publication of the article for Daily Mail and that we have not sought to promote our products to the public. This article has been published without our collaboration, approval or authority; therefore, we believe that it does not meet the definition of promotion by a pharmaceutical company in Clause 1.17, and thus it is outside the scope of the Code. Consequently, we believe that no breaches of the Code have been committed by Proveca.

The author of the article, [named author], is a freelance writer and journalist who undertakes work for multiple publications and companies. [They had] previously worked on a fixed term assignment to create a public relations piece in an industry publication for Proveca; however, the project was cancelled, and the output has not been utilised. [They were] paid for the time [they] spent working on this project for the company, and that was the end of [their] engagement. [They were] not a Proveca employee, and [they] did not write or submit the article to Daily Mail for or on behalf of Proveca.

We have had no communications with Daily Mail; there have been no press releases, briefings or other communications by us in relation to the article in question, on Aqumeldi or indeed on any matter. It naturally follows that we cannot provide you any copies of any of the material provided to the Daily Mail on these. On review of the Daily Mail article, we have identified scientific inaccuracies which would not have been present had we been involved with writing the article.

As I have set out above, since the article was published without our involvement or authority, we cannot be held responsible for its contents, and it falls outside the definition of promotion by a pharmaceutical company. Therefore, I submit that we have not breached the Code."

Further information from Proveca

"Thank you for consideration of our response to the above complaint. The additional information you have requested is below.

1) [Named author], the freelance journalist, was engaged in a project to increase awareness of the technology around orodispersible tablets in pharmaceutical and scientific press to showcase the methods of developing novel and innovative formulations in order to make medicines suitable for children, and to reinforce the paediatric focus of Proveca as a company in the industry as well as the scientific and medical communities. Although Aqumeldi is one of the products we have developed in an orodispersible formulation, it was not the focus of the project, and it is not our only product with an orodispersible formulation.

2) The relationship between Proveca and [named author] started in February 2024 and ended on 19th June 2024 when [they] submitted [their] final invoice.

3) [Named author] did not yet have a master service contract with Proveca; however, [they] signed a non-disclosure agreement, and submitted invoices for work [they] performed as and when required. The initial plan had been for [them] to perform some research, prepare proposals and if/when we decided on a suitable proposal, we would sign contracts. As part of this understanding, the work [they] performed included freelance writing support, journal and desk research, interviewing interested parties, and preparing proposals. Following preparation of the proposals, we decided not to proceed with the project in its current format, hence we did not get to the stage of signing a contract. Since we do not have a contract I can send you, I have attached the invoices we received after [they] completed the work which [they] performed for Proveca.”

PANEL RULING

The complaint concerned an article published on the Daily Mail website on 9 July 2024 titled “The tiny tablet that baby heart patients can swallow – dispersing in saliva to help lower blood pressure and bolster blood flow” which the complainant alleged constituted promotion to the public. The Panel noted that the complainant did not explain why they considered Proveca had promoted a prescription only medicine to the public, nor why it was in breach of Clause 26.2.

The article by a named journalist began by stating that the tablet in question “could radically improve the treatment of heart failure in babies and young children” and discussed: the difficulties of administering medicines to young children and babies with heart failure; the approval of Aqumeldi (enalapril) and its use in younger children and babies with heart failure; the use of Aqumeldi by several NHS Trusts; and clinical trial data. The article ended with a quote from a hospital director: “The use of a dispersible mini-drug like this is fantastic, as it enables children to take an easy-to-use tablet, yet not have to swallow it.” The Panel noted that Proveca was named in an indirect quotation within the article: “Proveca Pharma, the Manchester-based firm behind it [the new mini tablet: Aqumeldi], says it uses nanotechnology to compress the drug particles needed into a more compact formulation.”

The Panel noted that when complaints were received about a published article its rulings were based upon the acceptability of the information provided by the pharmaceutical company or its agent to the journalist/media publication and not on the content of the article itself.

Proveca stated that it had no part in the commissioning, authoring or publication of the article for the Daily Mail and it had not sought to promote its products to the public. According to Proveca, there had been no communications with the Daily Mail, no press releases, briefings or other communications by it in relation to the article in question, on Aqumeldi or indeed on any matter.

The Panel took account of Proveca’s submission that the article was written by a freelance journalist and noted that the byline of the article in question stated “for the Daily Mail” after the journalist’s name.

Proveca submitted that the freelance journalist in question was previously engaged by Proveca in a project to increase awareness of the technology around orodispersible tablets in the pharmaceutical and scientific press. Aqumeldi, the medicine referred to in the article, was not the focus of the project and was not Proveca’s only product with an orodispersible formulation. The journalist did not have a master services contract with Proveca; however, they signed a non-disclosure agreement, and submitted invoices for work performed. The initial plan had been

for the journalist to perform some research, prepare proposals and if/when Proveca decided on a suitable proposal, Proveca would sign contracts. Following preparation of the proposals, Proveca decided not to proceed with the project and hence did not get to the stage of signing a contract. The relationship between Proveca and the journalist ended on 19 June 2024, prior to the Daily Mail article's publication.

Noting the previous relationship between Proveca and the journalist, the Panel considered it possible that the journalist might have been provided with relevant information during the engagement. The Panel considered that any such information would only have been provided for the purpose of developing proposals, none of which were adopted by Proveca, and of particular importance, that such information was the subject of a non-disclosure agreement. The Panel did not have a copy of the non-disclosure agreement nor any information about whether there had been communication between Proveca and the journalist about the article after its publication.

The Panel was very concerned about the absence of a written contract between Proveca and the freelance journalist. Written contracts provided amongst other things an opportunity to ensure that broader governance standards were clear and agreed between the parties.

The Panel bore in mind Proveca's submission that the article had been published without its collaboration, approval or authority and that it had played no part in the authoring or publication of the article. The Panel considered that the previous engagement between the journalist and Proveca was relevant. However, on balance, the Panel did not consider that it could be established on the balance of probabilities that Proveca had provided any information to the journalist in question that was not covered by the non-disclosure agreement, or provided any information to the Daily Mail, or issued a press release. Nor had the complainant explained why in their view the article promoted a prescription only medicine to the public by Proveca. The Panel therefore ruled **no breaches of Clauses 26.1, 26.2 and 5.1** of the Code.

Complaint received **22 July 2024**

Case completed **30 May 2025**