

## **COMPLAINANT v ORGANON**

### **Allegation about disclosure of company involvement**

#### **CASE SUMMARY**

This case was in relation to an X (formally known as Twitter) post from the account of a healthcare organisation promoting its upcoming annual conference. The complainant alleged that Organon had sponsored this conference but that the post in question omitted discussion of this sponsorship.

**The outcome under the 2021 Code was:**

<b>Breach of Clause 5.1</b>	<b>Failing to maintain high standards</b>
<b>Breach of Clause 5.5</b>	<b>Failing to be sufficiently clear as to the company's role and involvement</b>
<b>Breach of Clause 10.9</b>	<b>Failing to include a sufficiently prominent declaration of sponsorship to ensure readers are aware of the pharmaceutical company's involvement at 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>

**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 an anonymous, contactable complainant who described themselves as a health professional.

#### **COMPLAINT**

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

“Organon had sponsored the [named healthcare organisation] conference meeting that took place on [date] 2024. The [named healthcare organisation] twitter account had posted a tweet promoting the conference on [the day before the conference]. The post omitted discussion of Organon sponsorship and was in breach of the regulations. The post can be found at [URL provided] Organon had no oversight of the content posted about the conference and were not acting in line with ABPI code requirements.

Organon should have ensured posts were appropriate but failed to do so. Clauses 10.9, 5.5, 5.1 and 2 are directly in breach within the twitter post.”

When writing to Organon, the PMCPA asked it to consider the requirements of Clauses 5.5, 10.9, 5.1 and 2 of the 2021 Code.

## **ORGANON’S RESPONSE**

The response from Organon is reproduced below:

“We are writing in response to the complaint received under Case AUTH/0268/08/24 regarding our sponsorship towards the [named healthcare organisation] Annual Conference 2024. 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 healthcare organisation] is a membership organisation for primary care clinicians with an interest in women’s health. As part of their work, they arrange a number of educational/scientific events and provide sponsorship opportunities to the pharmaceutical industry in relation to such events.

Organon were approached by [named healthcare organisation] to sponsor the [named healthcare organisation] Annual Conference held on [date] 2024 as per the attached invitation to support. As detailed in this document there were a number of choices of sponsorship package which resulted in benefits to the sponsoring companies such as an exhibition space.

Following the request from [named healthcare organisation] a decision was made to sponsor the event and a sponsorship agreement signed by both parties.

### **Declaration of sponsorship**

The sponsorship package states that the sponsoring company logo will be included on the conference registration page – it makes no reference to other publicity but the terms and conditions from [named healthcare organisation], which were signed by Organon grants [named healthcare organisation] permission for use of the Company name and logo on all publicity pertaining to the event. It would not be usual for an

exhibitor at such an event to approve all the publicity associated with the event, as such we are unable to comment on why [named healthcare organisation] did not include a sponsorship statement on the event reminder from X referenced by the complainant.

Notwithstanding that we do consider that all attendees at the meeting would have been clear that this meeting had been sponsored by a number of pharmaceutical companies, including Organon. To support this, please find attached a screenshot of the conference registration page – as can be seen from this registration page there is a statement at the top of the page which states ‘It is the intention of the [named healthcare organisation] to have exhibitors from the pharmaceutical industry in attendance at this conference, they will take promotional exhibition stands in the exhibition area.’

Further details of the sponsoring companies, which includes a number of pharmaceutical companies, including Organon, is given prominently in the sponsors section of the conference registration page.

Organon consider that their sponsorship of the meeting would have been clear to those who registered via the website and those who attended the meeting. However, Organon accept that their, and other companies’ sponsorship of the event was not made clear in the X post referred to by the complainant and we consider that we have been let down in that regard. As such we acknowledge in relation to that X post a breach of Clauses 5.5 and 10.9.

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

### **Corrective Action**

Please note that the agreement between Organon and the [named healthcare organisation] was signed in January 2024, prior to [confidential information]. Therefore, our sponsorship agreement did not contain any language specifically highlighting the need to present such declarations from the outset, prominently on all related materials.

To ensure ongoing compliance with the ABPI code, we adapted the sponsorship agreement template accordingly and ensure that the respective requirement is included in future agreements.

[Enclosures provided]

We note that you requested an original of the X post in question, details of how it was used and the certificate for the material – we are unable to provide any of these as the post in question was not an Organon post, Organon had no knowledge of the post and therefore had no role in approving this. You also requested a copy of the Organon Social Media Policy which we do not consider is relevant in this case as the post was not either an Organon post nor a post which Organon had any involvement with.

We appreciate the opportunity to clarify our position and thank you for bringing this matter to our attention.”

## PANEL RULING

This complaint about Organon was received from a complainant who described themselves as a health professional. The complaint related to an X (formally known as Twitter) post from the account of a healthcare organisation promoting its upcoming annual conference. The complainant alleged that Organon had sponsored this conference but that the post in question omitted discussion of this sponsorship.

The X post consisted of:

1. The profile photo, account name and username of the healthcare organisation.
2. A statement saying: "It's tomorrow! We look forward to seeing you at the [named healthcare organisation] Annual Conference".
3. An image displaying the location and timing of the conference beneath which was a link to "Register Today". Alongside this information was a generic image of a woman presenting.

The Panel considered the PMCPA Social Media Guidance which advised that any material associated with a post, for example, a link within a LinkedIn post, would normally be regarded as being part of that post. As such, the Panel considered the registration page for the conference, which was accessed from a direct link within the X post, to also be part of the X post.

Clause 10.9 of the 2021 Code stated 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" and that "the declaration of sponsorship must be sufficiently prominent to ensure that readers are aware of it at the outset". The Panel considered the outset, in this case, to be the X post and not the linked webpage. The Panel noted that the X post included no mention of the fact that the conference was sponsored by pharmaceutical companies including Organon. The Panel, therefore, ruled a **breach of Clause 10.9**, as acknowledged by Organon.

Clause 5.5 of the 2021 Code stated that "material relating to medicines and their uses, whether promotional or not, and information relating to human health or diseases which is sponsored by a pharmaceutical company or in which a pharmaceutical company has any other involvement, must clearly indicate the role of that pharmaceutical company." The supplementary information to Clause 5.5 stated "the declaration of sponsorship must be sufficiently prominent to ensure that readers of sponsored material are aware of it at the outset". When applying Clause 5.5 to the facts of this case, the Panel considered the X post and linked webpage to be "information relating to human health", and that the X post was "the outset". The Panel noted that the X post included no mention that the conference was sponsored by pharmaceutical companies including Organon. The Panel, therefore, ruled a **breach of Clause 5.5**, as acknowledged by Organon.

The Panel was concerned to note that the sponsorship agreement between Organon and the healthcare organisation only referred to the appearance of the "company logo on the conference registration page". There was no mention of the Clause 10.9 requirement for a sponsorship declaration to be made in all material relating to the conference, nor that this declaration must be sufficiently prominent to ensure that readers are aware of it at the outset.

The Panel noted Organon's submission that although its sponsorship of the event was not made clear in the X post, the sponsorship was clear on other material and all attendees at the conference would have been aware that the conference was sponsored by a number of pharmaceutical companies, including Organon, and so high standards had been maintained. Organon provided a screenshot of the conference registration page to demonstrate this.

The Panel disagreed with Organon's assertion that its sponsorship was clear on the conference registration page. Towards the top of the page, the following text appeared: "It is the intention of the [named healthcare organisation] to have exhibitors from the pharmaceutical industry in attendance at this conference, they will take promotional exhibition stands in the exhibition area". The Panel considered this statement to be ambiguous, in particular phrases such as "it is the intention" and "exhibitors from the pharmaceutical industry". It would not be clear to a health professional that this conference *had* been sponsored by pharmaceutical *companies* through the purchasing of exhibition space. In addition, this statement appeared in italics and in a smaller font to the rest of the text on the webpage and so, in the Panel's view, could be easily missed.

The Panel noted that to access any further information about the sponsors of the conference, a reader would have to scroll down repeatedly to where the 'Sponsors' section appeared, which was towards the bottom of the webpage. The 'Sponsors' section appeared below sections on 'Location', 'Agenda', 'Workshops', 'Main plenary speakers' and 'Workshop speakers'. The Panel further noted that whilst there appeared to be a navigational toolbar at the top of the webpage which included tabs for 'Location', 'Agenda', 'Speakers' and 'Register', there was no tab for 'Sponsors'. The Panel further noted that, towards the top of the page, there were two links to 'Login to Register' and 'Log in/register'. The Panel considered it highly possible that a user could click to register without having seen the sponsors, given that they were only listed at the bottom of the webpage after continual scrolling.

Taking all the above into account, the Panel considered that it was likely that a viewer could arrive at this webpage and register for the conference without being aware that the conference was sponsored by Organon.

Although no specific allegation was raised by the complainant regarding the sponsorship agreement between the healthcare organisation and Organon, the Panel considered that the lack of any requirement in that sponsorship agreement, about the need for a prominent declaration in all conference materials, meant a clear prominent declaration was missing from both the X post in question and the conference registration webpage.

Taking all of the above factors into account, the Panel considered that high standards had not been maintained and ruled a **breach of Clause 5.1**.

The Panel noted that Clause 2 was a sign of particular censure and reserved for such use. The Panel considered that the matters raised by the complainant were adequately covered by its rulings above and did not consider that a breach of Clause 2 was warranted. The Panel therefore ruled **no breach of Clause 2**.

**Complaint received**      **12 August 2024**

**Case completed**        **23 June 2025**