

**MEDIA/DIRECTOR v NOVO NORDISK****Articles in The Observer regarding Novo Nordisk****CASE SUMMARY**

This case was in relation to allegations made in five articles about the use of semaglutide for weight loss, which were critical of Novo Nordisk and the activities and behaviours of named individuals and organisations.

Noting the Code only applied to the conduct of pharmaceutical companies, and that the Panel was only concerned with the activities of Novo Nordisk that came within the scope of the Code, it ruled no breach of the following Clauses of the 2021 Code:

<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 (x2)</b>	<b>Requirement to maintain high standards</b>
<b>No Breach of Clause 6.1</b>	<b>Requirement that claims/information/comparisons must not be misleading</b>
<b>No Breach of Clause 14.4</b>	<b>Requirement that claims should not imply that a medicine or an active ingredient has some special merit, quality or property unless this can be substantiated</b>
<b>No Breach of Clause 19.1</b>	<b>Requirement that no gift, pecuniary advantage or benefit may be supplied, offered or promised to health professionals or to other relevant decision makers in connection with the promotion of medicines or as an inducement</b>
<b>No Breach of Clause 23.2</b>	<b>Requirement that donations to healthcare organisations do not constitute an inducement</b>
<b>No Breach of Clause 24.2 (x3)</b>	<b>Requirement for arrangements which cover genuine consultancy or other services to fulfil the criteria set out in Clause 24.2</b>
<b>No Breach of Clause 24.3 (x2)</b>	<b>Requirement, among other things, that contracted services must not constitute an inducement</b>
<b>No Breach of Clause 27.1</b>	<b>Requirements for interactions with patient organisations or any user organisations</b>
<b>No Breach of Clause 27.2</b>	<b>Requirements for the written agreement when providing donations, grants or sponsorship to patient organisations.</b>
<b>No Breach of Clause 27.5</b>	<b>Requirements for contracted services with patient organisations or individuals representing patient organisations</b>

This summary is not intended to be read in isolation.  
For full details, please see the full case report below.

## **FULL CASE REPORT**

Printed and online articles which criticised the activities of Novo Nordisk had been published in the Observer newspaper. Paragraph 6.1 of the PMCPA Constitution and Procedure provides that when it appears to the Director from media reports that a company may have breached the Code, the matter is treated as a complaint. The matter was accordingly taken up as a complaint by the Director of the PMCPA. In accordance with Paragraph 6.1 of the Code the authors were asked whether they wished to be involved in the case, but declined such involvement.

## **COMPLAINT**

The Director of the PMCPA wrote to Novo Nordisk regarding allegations made in numerous articles of 12 March 2023, published online and in print, in The Observer. The online articles were titled, 'Orchestrated PR campaign: how skinny jab drug firm sought to shape obesity debate' and 'Revealed: experts who praised new "skinny jab" received payments from drug maker'. The print articles, which appeared to be similar to the online articles, were titled, 'Revealed: massive PR Drive to sell "skinny jab"' and 'Revealed: experts who praised new "skinny jab" received payments from drug maker' and make allegations about the activities of Novo Nordisk. Novo Nordisk was additionally asked to respond to allegations made in a subsequently published article in The Observer of 2 April 2023 titled 'Revealed: experts who praised new "skinny jab" received payments from drug maker'.

When writing to Novo Nordisk, the Authority asked it to consider the requirements of Clauses 2, 5.1, 6.1, 14.4, 19.1, 23.2, 24.2, 24.3, 27.1, 27.2 and 27.5 of the 2021 Code.

## **NOVO NORDISK'S RESPONSE**

Novo Nordisk strongly refuted the implication in The Observer articles at issue that by engaging the services of certain named individuals or providing financial support for certain named healthcare organisations, they, in some way, inappropriately influenced the use of any of Novo Nordisk medicines.

### ***Provision of services by named individuals***

Novo Nordisk submitted that all of the named individuals were engaged by Novo Nordisk to provide legitimate services to the company, as detailed in the contracts put in place at the time. Remuneration was appropriate, reflected the services provided and each contract contained a clause requiring the individual to declare their contractual relationship with Novo Nordisk whenever they wrote or spoke in public about a matter that was the subject of the agreement or any other issue relating to Novo Nordisk.

Thus, in all cases, it was a contractual obligation that the named individuals were transparent about their relationship with Novo Nordisk and Novo Nordisk submitted that they could not be held responsible should the named individuals choose not to comply with this, including during any interactions that they might have with The National Institute for Health and Care Excellence (NICE).

Further, as part of the nomination process for the individuals to participate in the health technology appraisal (HTA), they were required to complete a form that directly asked them

about any conflicts of interest, including receipt of funding from the manufacturer of the technology.

Novo Nordisk referred to the relevant tabs in a spreadsheet provided for a summary of the contracted services, fees and the contractual clause requiring the individual to declare their relationship to Novo Nordisk.

With the above in mind, Novo Nordisk denied that there had been any breach of Clauses 19.1, 24.2, 24.3, 5.1 and 2 in relation to this matter.

There were two instances in relation to the consultancy arrangements referred to above where Novo Nordisk was unable to locate a contract. It seemed that the services related to these contracts pre-dated the current Novo Nordisk contract management system.

### ***Statements in the media by named individuals***

Novo Nordisk could confirm that at no point had they directed journalists to interview or request quotes or statements from any of the individuals named in The Observer articles published on 12 March 2023. In addition, Novo Nordisk had not briefed any of these named individuals on what could and could not be provided as a quote or statement should they be approached by a journalist.

For one individual named in The Observer article published on 2 April, they did agree to take part in interview requests should Novo Nordisk be asked for a healthcare professional or researcher interview by a journalist. On all such occasions (three in total) the named individual was not available, therefore no interviews took place. No briefing materials or payments were provided by Novo Nordisk to the named individual, nor would a briefing or payment be provided if the individual had carried out the interview(s). Novo Nordisk would only share individual contact details with the journalist and remain hands-off.

With this in mind, Novo Nordisk did not consider that they were responsible for the quotes made by these individuals that had been published in The Observer, including describing Wegovy as 'a game changer', and denied any breach of Clauses 6.1, 14.4, 5.1 and 2 in that regard.

### ***Provision of financial support/fees to healthcare organisations***

The vast majority of the arrangements with the named healthcare organisations related to the provision of a grant or sponsorship, with a small number of consultancy engagements. In all cases the financial arrangements were appropriately documented, a contract was in place for all grants and the funds provided were for a legitimate purpose. Novo Nordisk referred to the relevant tabs in its spreadsheet provided for a summary of the arrangements and the payments made.

With the above in mind, Novo Nordisk did not consider that there had been any breach of Clauses 19.1, 23.2, 24.2, 24.3, 5.1 or 2.

None of the named healthcare organisations were patient organisations according to the definition in Clause 1.15, therefore, Novo Nordisk did not consider that Clauses 27.1, 27.2 and 27.5 were relevant and denied any breach in that regard.

### ***BBC Today programme/Radio 4 segment***

Novo Nordisk confirmed that they had no direct or indirect involvement in this segment and the outlet did not reach out to them for a statement in relation to this segment.

### ***Group of MPs that lobby on obesity strategy***

Novo Nordisk provided sponsorship for a number of years to the All-Party Parliamentary Group (APPG) on Obesity. This took the form of funding for the Secretariat service for the group, which was provided by a third party consultancy. The aim of the support was to help improve the prioritisation, management and treatment of chronic conditions, like obesity, across the UK. Novo Nordisk referred to the last agreement that was put in place for this funding. Novo Nordisk had not funded this group since July 2021.

### **PANEL RULING**

The Panel noted that there were five articles at issue, four published in the printed and on-line versions of the Observer dated 12 March 2023 and one published in the online version of the Observer dated 2 April 2023.

The Panel noted that the articles at issue were not only critical of Novo Nordisk but also the activities and behaviours of named individuals and organisations. In this regard, the Panel noted that the Code only applied to the conduct of pharmaceutical companies and thus the Panel was only concerned with the activities of Novo Nordisk that came within the scope of the Code. The Panel noted that the complainant bore the burden of proof and in this regard noted that in certain respects the articles contained broad criticisms with little detail.

The Panel noted that the articles referred to donations and their use of the term applied to financial donations rather than donations as described in Clauses 1.5 and 23.1 of the Code which referred to physical items, services or benefits-in-kind.

The Panel noted that the first article headed 'Revealed: massive PR Drive to sell "skinny jab"' and published on pages 1 and 9 of the printed edition of The Observer referred to 'millions spent in just three years on an "orchestrated PR campaign" to boost its UK influence'. The article alleged 'as part of its strategy, Novo Nordisk paid £27.1m to experts and charities that went on to praise the treatment without always making clear their links' to Novo Nordisk. The payments were described as an effort to buy influence and favourable opinion. Examples included a named professor who promoted the benefits of Wegovy on the Today programme on Radio 4 and who, according to the article, was a former advisor to Novo Nordisk and President of an obesity organisation that received £3.65 million from Novo Nordisk. According to the article, these links were not made disclosed. Reference was made to vocal champions of Wegovy jabs including a clinical expert who gave evidence to NICE and other bodies and publicly praised Wegovy as a 'game changer'. The article further stated that a prominent scientist who gave evidence to NICE was similarly President of an obesity organisation that received £4.33 million from Novo Nordisk in 3 years and stated that these donations were not disclosed to NICE. Reference was also made to donations from Novo Nordisk to the World Obesity Federation and the European Association for the Study of Obesity between 2019 and 2021 which, according to the article, were not disclosed in their accounts, the affiliation of these organisations to the UK Association for the Study of Obesity which gave favourable evidence to NICE and which, itself, received a £100,000 donation from Novo Nordisk in 2021, was also referred to. The article contained detailed rebuttals and comments from certain individuals and organisations.

The second article published on pages 8 and 9 of the printed version of the Observer, 12 March was headed 'Revealed: experts who praised new "skinny jab" received payments from drug maker'. The article made general points about the prevalence of obesity, the clinical evidence, that payments from Novo Nordisk had shaped the obesity debate and that, despite potential conflicts of interest, the financial links were not always made clear. The content of the second article was similar in certain respects to the first article including references to the named Professor interviewed on the Radio 4 Today programme noting, in addition, that along with being President of an obesity society that received £3.65 million from Novo Nordisk, the Professor referred to Wegovy as 'one of the most powerful pharmaceutical tools' and was previously a member of a UK Novo Nordisk advisory board. The article also referred to financial support for the running of the all-party parliamentary group (APPG) on obesity which the article stated lobbied the government on health policy and then referred to those paid by Novo Nordisk playing key roles in the debate. The article noted that the prominent scientist who gave evidence to NICE mentioned in the first article to have similarly been president of an obesity organisation that received £4.33 million from Novo Nordisk had, in addition, between 2019/2020, received fees for services in the sum of £19,414. The article contained detailed rebuttals and comments from certain individuals and organisations.

The third article was similarly titled 'Revealed: experts who praised new "skinny jab" received payments from drug maker' and was published in the online version of the Observer dated 8 March. It was not a reproduction of the second article but discussed closely similar matters including matters in relation to the three named individuals and the Radio 4 Today programme, the 'game changer' comment, and evidence provided to NICE. The article contained detailed rebuttals and comments from certain individuals and organisations.

The fourth article headed 'Orchestrated PR campaign: how skinny jab drug firm sought to shape obesity debate' was published in the online version of the Observer dated 8 March and contained matters similar to the first, second and third articles described above with regard to the named individuals.

The fifth article was published in the online edition of The Observer, dated 2 April, and was headed 'Revealed: maker of Wegovy "skinny jab" is funding NHS weight-loss services'. It commented that Novo Nordisk was funding the expansion of weight loss services as it sought to boost sales of its obesity drugs; matters similar to the first, second and third articles were also referred to. In addition, the article noted that NICE had stated that an internal inquiry had found that some of those who advised it had not properly declared their interests noting that The Association for the Study of Obesity and a royal college had breached its policy, but that the named individual previously referred to, who had given evidence to NICE whilst President of an obesity organisation that received funds from Novo Nordisk had not breached its policy. The article also stated that Novo Nordisk was paying the salaries of staff on NHS obesity teams and financing the launch and redesign of services, three detailed examples were given. It was also stated that the company had financial links to the co-chair of an NHS England advisory group and paid that individual, who described the treatment as a 'game changer', almost £50,000 in two years. The article stated that there was no evidence that the partnerships had broken any rules but that the arrangements could give the company a role in shaping services that use its medicines, raising questions about conflicts of interests. The article then quoted individuals who raised general concerns about conflicts of interests. The article contained detailed rebuttals and comments from certain individuals and organisations.

The Panel noted the general nature of the concerns discussed in the articles. The overarching concerns appeared to relate to transparency, conflicts of interests, use of hyperbolic language

and inappropriate influence. Certain named individuals were referred to. The Panel noted that the complainant bore the burden of proof and that as the authors of the articles had declined further involvement, it was not possible to seek further information from them. The Panel noted that whilst concerns were raised about disclosure, it was reasonably clear that the articles were not alleging that transfers of value had not been disclosed on Disclosure UK. The Panel noted that the earliest activities at issue appeared to relate to funding provided in 2019 but, nonetheless, considered the matters raised in the articles under the 2021 Code; in reaching this decision, the Panel noted the nature of the allegations and that there was little relevant difference between the 2019 and 2021 Code Clauses in relation to the matters raised.

The Panel considered the matters raised as per the subject headings in Novo Nordisk's response.

### **Provision of services by named individuals**

The Panel noted Novo Nordisk's submission that all of the named individuals were engaged by Novo Nordisk to provide legitimate services to the company, as detailed in the contracts in place at the time. Remuneration was appropriate, reflected the services provided and it was a contractual obligation that the named individuals were transparent about their relationship with Novo Nordisk. Novo Nordisk submitted that it could not be held responsible should the named individuals choose not to comply with this.

In this regard, the Panel noted the contracts for the four named individuals each appeared to describe the subject matter of the activity and each bore a contractual requirement that covered disclosure when the individual wrote or spoke publicly about the subject matter of the contract or a matter relating to Novo Nordisk. The Panel noted that as acknowledged by Novo Nordisk two contracts were not provided. These related to a steering committee on 1/2 June 2019 and payment in respect of an obesity academy on 11 October 2019. Neither missing contract appeared to relate to specific activities described in the articles but fell within the general concerns about the overall amount of monies paid. The Panel noted that these contracts predated the current Novo Nordisk contract management system.

The Panel considered that the subject matter of the contracts appeared to relate to *bona fide* activities. Noting the limited details in the articles, the Panel considered that there was no evidence to indicate that the payments to individuals mentioned in the articles were an inducement to prescribe, supply, administer, recommend, buy or sell any medicine **and no breach of Clause 19.1 was ruled**. A similar requirement appeared in Clause 24.3 which required, amongst other things, that contracted services must not constitute an inducement to recommend and/or prescribe, purchase, supply, sell or administer a specific medicine. The Panel queried the extent to which this Clause applied as it referred to contracts for any type of service not otherwise covered by the Code and accordingly **ruled no breach of Clause 24.3 of the Code**.

The Panel noted that the articles referred both to grants as defined in the Code (described as donations in the articles) and also activities that would normally be covered by a contract for services. The Panel noted that Clause 24.2 set out the requirements for the arrangements for contracted services. Noting the concerns raised in the articles, the Panel considered that the relevant requirements were: the hiring of the contracted party must not be an inducement to prescribe, supply, buy or sell any medicine and that in their written contracts companies must include provisions regarding the obligation of the individual to, amongst other things, declare that they are a contracted individual whenever they write or speak in public about a matter that

is the subject of the agreement or any other issue related to the company. Noting its comments above about the contractual declaration provisions and its ruling of no breach of Clauses 19.1 and 24.3 above, the **Panel ruled no breach of Clause 24.2.**

### **Statements in the media by named individuals**

In relation to whether Novo Nordisk was responsible for the public statements by named individuals quoted in the article, the Panel noted that Novo Nordisk confirmed that at no point had they directed journalists to interview or request quotes or statements from any of the individuals named in The Observer articles published on 12 March 2023. In addition, Novo Nordisk had not briefed any of these named individuals on what could and could not be provided as a quote or statement should they be approached by a journalist.

The Panel noted that in relation to the fifth article, published 2 April, that whilst the named individual did agree to take part in interview requests on all such occasions (three in total) the named individual was not available, therefore no interviews facilitated by Novo Nordisk took place. No briefing materials or payments were provided by Novo Nordisk to the named individual. In such circumstances, and noting the limited information in the articles, the Panel considered that there was no evidence before it that Novo Nordisk was responsible for the strong statements in the articles attributed to named individuals about Wegovy. The Panel therefore **ruled no breach of Clauses 6.1 and 14.4.**

### **Provision of financial support/fees to healthcare organisations**

Novo Nordisk stated that the vast majority of the arrangements with the named healthcare organisations related to the provision of a grant or sponsorship, with a small number of consultancy engagements and in all cases the financial arrangements were appropriately documented, a contract was in place for all grants and the funds provided were for a legitimate purpose. The Panel noted that Clause 23.2 set out the requirements for donations and grants to, amongst other things, health care organisations, including that they did not constitute an inducement to prescribe and should be made for the purpose of supporting healthcare, scientific research or education. Whilst noting the general concerns raised in the articles, including that of 2 April, the Panel did not consider that it had been demonstrated, on the balance of probabilities, that any of the payments constituted an inducement to prescribe and it considered that the relevant contracts appeared to refer to *bona fide* activities. In addition, the Panel noted that Clause 23.2 stated that company involvement should be made clear for donations and grants to the extent possible and, in this regard, the Panel noted there appeared to be relevant contractual terms covering the requirement. **The Panel therefore ruled no breach of Clause 23.2.**

In relation to Clause 24.2 and contracted services, the Panel noted that Clause 24.2 set out the requirements for the arrangements for contracted services and noting the concerns raised in the articles, considered that the relevant requirements were: the hiring of the contracted party must not be an inducement to prescribe, supply, buy or sell any medicine. Whilst noting the general concerns raised in the articles, the Panel did not consider that it had been demonstrated that any of the payments for contracted services constituted an inducement to prescribe and it considered that the relevant contracts appeared to refer to *bona fide* activities. The Panel noted Novo Nordisk's submission about the contractual declaration provisions and its comments and ruling of no breach of Clause 23.2 above; the Panel therefore **ruled no breach of Clause 24.2 and the closely similar requirements in Clause 24.3.**

The Panel noted Novo Nordisk did not consider that Clauses 27.1, 27.2 and 27.5 were relevant as none of the named healthcare organisations were patient organisations according to the definition in Clause 1.15. The Panel accordingly **ruled no breach of Clauses 27.1, 27.2 and 27.5 of the Code.**

#### **BBC Today programme/Radio 4 segment**

The Panel noted Novo Nordisk's confirmation that it had no direct or indirect involvement in this segment and the outlet did not reach out to them for a statement in relation to this segment. The Panel considered that it had therefore not been established that Novo Nordisk had any responsibility for the alleged failure to make potential conflicts of interests clear and the Panel therefore **ruled no breach of Clause 24.2.**

#### **Group of MPs that lobby on obesity strategy**

In relation to the comments in the article dated 8 March about Novo Nordisk and the All Party Parliamentary Group (APPG), the article referred to the provision of financial support for the running of the all-party parliamentary group on obesity which the article stated lobbied the government on health policy and then referred to those paid by Novo Nordisk playing key roles in the debate. The Panel noted that according to Novo Nordisk, it provided funding to the Secretariat service for the group, which was provided by a third party consultancy. The aim of the support was to help improve the prioritisation management and treatment of chronic conditions, like obesity, across the UK and funding ceased in July 2021. The Panel considered that it had not been established, on the limited information before it, that the funding of the APPG was contrary to the requirements of the Code. The Panel considered that it did not appear that the APPG, as a lobbying group, fell within the ambit of Clause 23. As a lobbying group, they did not appear to be other relevant decision makers or similar as defined in Clause 1.13 of the Code. The Panel decided to consider this matter under Clause 5.1 and, on the evidence before it, **no breach of Clause 5.1 was ruled accordingly.**

#### **Clauses 5.1 and 2**

Noting its ruling of no breaches of the Code above, the Panel considered that there was no evidence before it in relation to those matters raised in the articles that Novo Nordisk had failed to maintain high standards, **no breach of Clause 5.1 was ruled.** The Panel subsequently ruled **no breach of Clause 2.**

**Complaint received      13 March 2023**

**Case completed         1 November 2023**