

CASE/0558/04/25

COMPLAINANT v BOEHRINGER INGELHEIM

Allegations about an obesity meeting

CASE SUMMARY

This case was in relation to a conference which had been sponsored by pharmaceutical companies, including Boehringer Ingelheim. The complainant alleged that there had been a failure to fully declare sponsorship overtly at the outset.

The outcome under the 2024 Code was:

Breach of Clause 10.10 (x2)	Failing to include a sufficiently prominent declaration of sponsorship to ensure readers are aware of the pharmaceutical companies' involvement at the outset.
No Breach of Clause 5.1	Requirement for companies to maintain high standards at all times
No Breach of Clause 10.10	Requirement for all material relating to a sponsored meeting to include a sufficiently prominent declaration of sponsorship to ensure readers are aware of the pharmaceutical companies' involvement at the outset.

**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 a contactable verified health professional about Boehringer Ingelheim.

COMPLAINT

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

“Regarding [named obesity annual conference] held on Friday, March 7, 2025: A) Failure to apply clause 10.10 of the ABPI Code of Practice 2024 by failing to fully declare sponsorship overtly (failing to name sponsors) at the outset (for example see: [URL provided]). The complainant notes that by the time of the meeting the sponsors may have been clearly declared on the programme document, possibly following an email from the complainant dated 20th February 2025. This complaint is submitted as a gentle reminder to sponsors to ensure transparency 'from the outset' in all communications.”

When writing to Boehringer Ingelheim, the PMCPA asked it to consider the requirements of Clauses 5.1 and 10.10 of the 2024 Code.

BOEHRINGER INGELHEIM'S RESPONSE

The response from Boehringer Ingelheim is reproduced below:

“Thank you for your letter of 17th April 2025 regarding the above case and allegations.

Boehringer Ingelheim Limited (“Boehringer”) takes compliance with the ABPI Code of Practice (the “Code”) very seriously. We have steps in place to ensure robust procedures underpin all our activities and we embrace a compliance culture that is fully embedded into the business supported by the Compliance and Integrity department.

As per the requirements of the Code, Boehringer has a Standing Operating Procedure (“SOP”) in place for Head Office and Medical Science Liaison Initiated Meetings, which ensures that all arrangements to sponsor third party organised Meetings by Boehringer adhere to the Code. Further to this we provide the business with two additional guidance materials regarding sponsorship of third party events which are trained out and discussed at our Compliance Review Forum meetings and centrally housed in our Sharepoint for ease of access to all UK employees (Reminder on arm’s-length sponsorship of third-party activity/events and Declaration of involvement UK/IE code requirements). We have a robust system to ensure that all employees complete relevant SOP training. Additionally, Boehringer provide regular compliance fora such as the Compliance Review Forum where completed Code cases and additional supporting guideline compliance materials are provided and discussed, also attendance at other relevant Code of Practice training such as the quarterly Code case training that Boehringer provide, is required for all employees including those involved in sponsoring meetings organised by third parties.

We note that the complaint refers to clauses 5.1, and 10.10 and we aim to explain how we meet the requirements of these clauses of the Code of Practice in our response below.

Background

We feel that it would be helpful to provide a timeline of events:

- December 18th 2024 Boehringer was contacted by [named conference organisers] with a request to sponsor the [named obesity annual conference].
- January 16th 2025 Boehringer indicated via email to [named conference organisers] that we’d like to proceed with a bronze sponsorship, subject to contract, of the [named obesity annual conference].
- January 16th 2025 [named conference organisers] provided the wording of the sponsorship statement that would be used on conference materials, in order that Boehringer could include this wording in our contract with them.
- January 31st 2025 our contract with [named conference organisers] was executed.
- February 11th 2025 Boehringer was sent a draft final copy of the conference workbook and agenda in order for us to approve the statement of declaration of

our sponsorship that would appear on all materials, the Boehringer logo and our company biography.

- February 14th 2025 Boehringer provided to [named conference organisers] our approval for the sponsorship acknowledgement and company logo on all conference materials and the company biography for the Workbook.
- March 7th 2025 the [named obesity annual conference] (for face to face delegates only) took place with 3 Company Sponsors – [named pharmaceutical company] (Platinum sponsor), [named pharmaceutical company] (Platinum sponsor) and Boehringer Ingelheim (Bronze sponsor)
- April 17th 2025 we received the PMCPA letter concerning Case AUTH/0558/04/25: Allegations about an obesity meeting.
- April 24th 2025 we were contacted by [named conference organisers] who had become aware of this complaint and they proactively provided documents and screenshots as described in our response below.

Boehringer’s response to the complaint received by the PMCPA and our consideration of the requirements of Clauses 10.10, and 5.1 of the 2024 ABPI Code of Practice.

Below we have responded to each of your bulleted information requests separately.

Clarification of the relationship between Boehringer and the [named group], and [named conference organisers] including any associated written agreements

Boehringer does not have any direct relationship with the [named group]). Our sponsorship of this event was handled exclusively through [named conference organisers] who are a medical education agency who handled all the communications and logistical arrangements for this conference on behalf of [named group]. Boehringer’s contract for this sponsorship of the [named obesity annual conference] was with [named conference organisers] and was executed on 31st January 2025.

Within Boehringer’s contract with [named conference organisers] a sponsorship acknowledgement statement was agreed to be placed on all conference materials and as this event had multiple sponsors the agreed wording was:- **“We have received funding by means of sponsorship to support the delivery of our conference from multiple sponsors. Our sponsors have had no editorial input or control over the agenda, content development or choice of speakers, nor opportunity to influence except for the sponsored symposia presentations”**.

Boehringer’s contract with [named conference organisers] agreed that in return for our sponsorship we would have our sponsorship acknowledged as well as our company logo on all conference materials. A draft final version of the conference agenda and workbook was sent by [named conference organisers] to Boehringer to check the sponsorship statement, Boehringer Ingelheim logo and company biography on 11th February 2025 and we responded on 14th February 2025 to confirm these were acceptable. [Named conference organisers] in subsequent communication have confirmed that the final version of the Agenda was uploaded onto the [named group] conference website on 5th March 2025. The final version of the Workbook was provided to conference attendees as a hard copy document on the 7th March 2025. Final versions of both the Agenda and

Workbook are provided. In correspondence received from [named conference organisers] it is clear that in invitations and advertisements about this event, the above sponsorship statement was clearly displayed. We therefore believe that people considering attending as well as those who attended this event would have been made aware from the outset that this conference had received sponsorship as the sponsorship acknowledgement statement was sufficiently prominent on conference materials.

Details of the target audience for the meeting and how the meeting was advertised

In this sponsorship arrangement, Boehringer had no involvement in defining or selecting the target audience for this conference, nor into the methods or content of advertising this conference or inviting and registering delegates to attend. From the sponsorship brochure received from [named conference organisers] we were informed that they were targeting obesity interested healthcare professionals and researchers and on the basis of the anticipated delegate types Boehringer decided that it was appropriate to sponsor this event. We refer you to the information [named conference organisers] sent to us on 24th and 25th April 2025 which describes the target audience and how the event was advertised. From communications received from [named conference organisers] we reasonably believed it would be clear that registered healthcare professionals were the intended audience.

Clarification of when the two versions of the agenda provided by the complainant were in use

Boehringer did not have any involvement over version control of the agenda that was circulated ahead of this conference. In the email received from [named conference organisers] on the 24th April 2025 they confirmed that until 5th March 2025 the version of the agenda in use and available digitally on the conference platform was the one containing the agreed sponsorship statement. After 5th March 2025 the agenda in use and available digitally on the conference platform additionally had all sponsoring company names and logos.

Allegation of breach of Clause 10.10

We therefore believe that Boehringer met the requirements of clause 10.10 of the ABPI Code of Practice with regard to our sponsorship of this conference and refute the allegation of a breach as described above.

Allegation of breach of Clause 5.1

We believe that Boehringer maintained high standards in our conduct related to the sponsorship of this conference and as such refute this allegation of breach. Sponsorship of relevant high quality medical education events provided by appropriate independent third parties are key activities that Boehringer supports. Our sponsorship processes are underpinned by comprehensive SOPs, training and governance procedures to ensure that these activities are conducted in a manner which is always compliant with the Code.

In summary, Boehringer refutes all allegations of breaches of clauses 10.10 and 5.1 in relation to this complaint.”

PANEL RULING

This case was in relation to a conference which had been sponsored by pharmaceutical companies, including Boehringer Ingelheim. The complainant alleged that there had been a failure to fully declare sponsorship overtly at the outset.

The Panel first had to determine which conference materials it was ruling on and at what point in time. The conference in question had taken place on 7th March 2025 and the complaint had been submitted to the PMCPA on 16th April 2025. The complainant had provided a link to a conference webpage in their complaint and had also attached two different versions of the conference agenda as supporting documents. As with any complaint, the complainant had the burden of proving their complaint on the balance of probabilities and so the Panel limited its ruling to the three materials provided or cited by the complainant, which were as follows:

1. Agenda version 1 – The complainant had provided evidence of their communication with the conference organiser in which they had raised a potential issue with the sponsorship declaration. This email was dated 20th February 2025 and so the Panel considered it was more likely than not that the complainant had accessed this version of the agenda on or around that date.
2. Agenda version 2 – The file name of this document implied that the complainant had downloaded this version on 16th April 2025. In their complaint, the complainant made reference that the programme document may have been updated by the time of the conference following their email to the conference organisers on 20th February. Based on this, the Panel considered this version of the agenda to be the one likely in place at the time of the meeting, 7th March 2025.
3. Conference Agenda webpage – as it appeared at the time of complaint (17th April 2025)

As part of their submission, Boehringer provided a number of additional materials relating to the event, but the Panel limited its ruling to those that were the subject of the complainant's allegations.

Agenda version 1

Clause 10.10 of the Code stipulated 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. The declaration of sponsorship must be sufficiently prominent to ensure that readers are aware of it at the outset.

Agenda version 1 was a one-page pdf document which provided the breakdown of the one-day conference, with titles of the different talks and two sessions which were simply labelled as "Sponsored Symposium" with speakers to be confirmed. At the bottom of the page was the following declaration in smaller font than the rest of the page:

"We have received funding by means of sponsorship to support the delivery of our conference from multiple sponsors. Our sponsors have had no editorial input or control over the agenda, content development or choice of speakers, nor opportunity to influence except for the sponsored symposia presentations."

The page made no reference to pharmaceutical company sponsors or any indication on where further information about the sponsors could be found.

Boehringer submitted that the sponsorship contract with the conference organiser was executed on 31st January 2025. Within the contract, a sponsorship acknowledgement statement was agreed to be placed on all conference materials. This statement was what appeared on this version of the agenda as quoted above. Boehringer submitted that people considering attending this event would have been aware from the outset that this conference had received sponsorship as the sponsorship acknowledgement statement was sufficiently prominent on conference materials. The conference organisers had also confirmed to Boehringer that this version of the agenda was in use until 5th March 2025, at which date the final agenda (version 2) went live. Boehringer had provided its approval of this final agenda on 14th February 2025.

The Panel noted that version 1 of the agenda had been in use for over a month after Boehringer's sponsorship of the event was agreed and that the agenda was only updated 2 days before the day of the conference, despite Boehringer approving version 2 of the agenda weeks before. A link to the version 1 agenda also appeared to have been sent to registered attendees on 14th February 2025.

The Panel noted that the declaration statement made no mention of pharmaceutical companies and just referred to "sponsors". There was no instruction where further information on the sponsors could be found. The Panel considered that an individual viewing this document would not have been aware that Boehringer was providing sponsorship.

The Panel considered that transparency was key and that Boehringer had been let down by the conference organisers in the delay in uploading the final agenda. However, Boehringer were aware of the proposed declaration statement to be included on all conference materials and should have identified that this would not be sufficient to meet the requirements of Clause 10.10.

Having considered the evidence before it and its comments above, the Panel concluded that at the time the complainant accessed this version of the agenda (20th February 2025), a declaration that the event received sponsorship from Boehringer was not clear and prominent at the outset of the agenda, nor was it clear to a viewer where such information could have been found, and as such, the requirements of the Code had not been met adequately. The Panel ruled a **breach of Clause 10.10** in relation to version 1 of the agenda.

Agenda version 2

Agenda version 2 was again a one-page pdf document with a similar layout to version 1. However, both sponsored symposium slots now listed the companies which were sponsoring them (neither of which were Boehringer).

At the bottom of the page, the same declaration as was on agenda version 1 appeared. However, in this version, above the declaration text, a prominent logo for Boehringer appeared and they were listed as a bronze sponsor.

Boehringer submitted that this version of the agenda had been approved by themselves on 14th February 2025 and subsequently published online on 5th March 2025.

Taking into account that the agenda was a single page and it featured a prominent Boehringer logo listing it as a bronze sponsor, the Panel considered that a viewer of this agenda would be aware of Boehringer's sponsorship from the outset. The Panel, therefore, ruled **no breach of Clause 10.10** in relation to version 2 of the agenda.

Conference webpage

The complainant had provided a link to a conference webpage which the Case Preparation Manager took a screenshot of at the time of the complaint. The webpage was titled 'Agenda: 2025 National Conference' underneath was the statement "Full agenda with timings can be downloaded below", accompanied by a link to access the full agenda. However, the webpage also appeared to contain a topline overview of the agenda, similar to that what was documented in Agenda version 1, and listed two sessions simply as "Sponsored symposium".

At the very bottom of the webpage in very small font was a declaration statement that stated:

"We have received funding by means of sponsorship to support the delivery of our conference from multiple sponsors. Our sponsors have had no editorial input or control over the agenda, content development or choice of speakers, nor opportunity to influence except for the sponsored presentations."

The Panel noted that the screenshot of the webpage had been taken more than a month after the conference, but that information about the conference, including an agenda, still remained viewable and accessible on this webpage. As such, the Panel considered that this webpage was "material relating to the event" as outlined in Clause 10.10 and so the requirements of that clause, as detailed above, applied.

With regard to the declaration of involvement statement at the bottom of the webpage, the Panel considered the size and lack of prominence given meant that the statement could easily be overlooked. The Panel noted the declaration statement made no mention of pharmaceutical companies and just referred to "sponsors". There was no instruction where further information on the sponsors could be found.

Having considered the evidence before it and its comments above, the Panel concluded that at the time of the complaint a declaration that the event received sponsorship from Boehringer was not clear and prominent at the outset of the webpage at issue, nor was it clear to a viewer where such information could have been found, and as such, the requirements of the Code had not been met adequately. The Panel ruled a **breach of Clause 10.10** for the conference webpage.

High standards

The Panel noted that the sponsorship agreement between Boehringer and the conference organisers stated:

"The Organisation shall agree with the Sponsor, prior to any publication of any invitations, briefs for any speakers, agendas or other materials associated with the Event, that an agreed statement shall be included in relation to the Sponsor's involvement and sponsorship of the Event as well as a statement to accurately reflect the agreed use of the Sponsorship Fee."

The agreement also documented the agreed sponsorship declaration statement, as it appeared on the materials at issue in this complaint, and stipulated that in return for sponsorship Boehringer would receive a sponsorship acknowledgement and company logo on conference materials.

The Panel also noted that Boehringer's Standard Operating Procedure required, "Boehringer Ingelheim's involvement in a meeting must be disclosed in all documentation relating to the meetings and in any published proceedings. The declaration of support must be sufficiently prominent and clear to ensure that readers are aware of it at the outset."

The Panel considered that there was no evidence provided by the complainant to support an allegation that Boehringer had failed to maintain high standards. Whilst the Panel were concerned that Boehringer had failed to consider that the proposed declaration statement was insufficient as it made no reference to Boehringer or even pharmaceutical companies sponsoring the event, the agreement did make reference to the requirement of a sponsorship statement. In addition, Boehringer demonstrated that they had procedures in place to ensure adherence to the Code. In this regard, the Panel considered, on balance, that Boehringer had not failed to maintain high standards and, therefore, ruled **no breach of Clause 5.1**.

Complaint received **16 April 2025**

Case completed **16 March 2026**