

VOLUNTARY ADMISSION BY NOVARTIS

Three advertisements in one journal

Novartis voluntarily admitted that the September 2013 edition of Ophthalmology Times Europe bore advertising for Lucentis (ranibizumab) on three pages.

As Paragraph 5.6 of the Constitution and Procedure required the Director to treat a voluntary admission as a complaint, the matter was taken up with Novartis.

Novartis noted that its global team in Switzerland, placed two separate single page advertisements in the journal at issue, on page 11 and on the inside back cover. The publisher, however, did not inform the global team that it intended to attach a false cover onto the journal and reproduce the total content of the original back cover on the false cover. There were thus now three pages in the journal which bore advertising for Lucentis, in breach of the Code. Novartis noted that the publishers had accepted full responsibility for the error.

The Panel agreed with Novartis that promotional material in the journal at issue was within the scope of the Code and it noted the sequence of events which led to three Lucentis advertisements appearing in it. The Panel noted that the publisher had accepted responsibility for the error. A breach of the Code was ruled, as acknowledged by Novartis.

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VOLUNTARY ADMISSION

Novartis noted that its global team, Novartis Pharma AG Switzerland, placed two separate single page advertisements in the journal at issue, on page 11 and on the inside back cover. Global had sought and received clear guidance from the UK about the requirements of Clause 6 of the Code. The journal at issue was produced in the UK and so Novartis considered that it came within the scope of the Code.

Novartis noted that the publisher did not inform its global team that it intended to attach a false cover onto the journal and reproduce the total content of the original back cover on the false cover. There were thus now three pages in the journal which bore advertising for Lucentis, in breach of Clause 6.3. Novartis submitted that as soon as it knew of the

situation it contacted its global colleagues and a full investigation was initiated. Novartis noted that the publishers, had accepted full responsibility for the error which led to the breach of the Code. In light of this error, the global team had re-briefed teams on the UK requirements and sought reassurance from the publishers to ensure that the error could not happen again.

When writing to confirm that the matter would be taken up under the Code, the Authority asked Novartis to provide any further comments it might have in relation to Clause 6.3.

RESPONSE

Novartis had no further comments.

PANEL RULING

The Panel had first to consider whether promotional materials published in Ophthalmology Times Europe came within the scope of the Code. The publisher, editor and assistant editor were based in the UK and so in that regard the Panel agreed with Novartis' submission that the journal was within the scope of the Code.

The Panel noted that Novartis global had submitted two single page advertisements to the journal for publication in the September issue; one to appear on page 11 and the other to appear on the inside back cover. The publishers, however, printed another advertisement from another company as a false front cover which needed a corresponding extra back cover page. To create this, the publishers replicated the original back cover, effectively printing it twice. The two back covers thus contained two Lucentis advertisements. The third advertisement for the product was published as planned on page 11 of the journal. The Panel noted from an email provided by Novartis, that the publisher had accepted responsibility for the error and had acknowledged that the additional insertion of the advertisement was not paid for or requested by Novartis. Nonetheless, it was an accepted principle under the Code that pharmaceutical companies were responsible under the Code for the acts or omissions of those who worked with their authority. That three pages of the journal bore advertising for Lucentis was a clear breach of Clause 6.3 as acknowledged by Novartis; the Panel ruled accordingly. In that regard, Novartis had been let down by the publisher.

Complaint received

20 September 2013

Case completed

11 October 2013