

COMPLAINANT v NOVO NORDISK

Allegations about an obesity meeting

CASE SUMMARY

This case was in relation to a conference which had been sponsored by pharmaceutical companies, including Novo Nordisk. 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 Novo Nordisk.

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 Novo Nordisk, the PMCPA asked it to consider the requirements of Clauses 5.1 and 10.10 of the 2024 Code.

NOVO NORDISK'S RESPONSE

The response from Novo Nordisk is reproduced below:

"Thank you for your letter of 17 April 2025 in relation to the complaint in the above cited case which concerns sponsorship by Novo Nordisk of the [named obesity annual conference], which took place on 7 March 2025.

Meeting sponsorship

The request for the funding of the meeting at issue in this case was received by Novo Nordisk UK on 10 January 2025 from [named conference organiser] (the "Organiser"). The request was to support the [named obesity annual conference] (the "Conference") via a sponsorship; the [named group] is a brand wholly owned by the Organiser and provides medical education opportunities for relevant health professionals (HCPs).

- The sponsorship was submitted in the Novo Nordisk meeting approval system on 15 January 2025 and approved on 27 January 2025. The sponsorship agreement ("the Agreement") was signed by both parties on 30 January, following this approval.

Clause 3.1 of the Agreement required that the Organiser ensured that "...all Meeting Materials (as defined in Schedule 1 to this Agreement) relating to the Sponsorship include a declaration of support of the Meeting by Novo Nordisk". Clause 3.2 included the declaration statement that must be used "on all meeting materials", this being:

"Novo Nordisk has provided sponsorship to cover the cost of stand space and symposium slot for this meeting. Novo Nordisk has had no influence over the meeting agenda or arrangements"

Further, Clause 3.4 required that "The Declaration of Support shall be made immediately available to the readers/viewers in a sufficiently clear and prominent manner to ensure they understand the extent of Novo Nordisk's involvement and are made aware of Novo Nordisk's provision of the Sponsorship at the outset".

Schedule 1 of the Agreement stated in Section 4.4 that the Organiser will "...provide Novo Nordisk with evidence that all Meeting Materials contain the Declaration of Support at least 10 working days prior to the use of such Meeting Materials"

In addition, on the day that the Agreement was signed, a Novo Nordisk employee sent an email to the Organiser stating that the sponsorship statement would need to be "...added to all marketing materials (agenda, website, emails etc)".

On the same day, the Organiser sent to the same Novo Nordisk employee a number of screen shots illustrating how the Organiser would "...present Novo Nordisk in the [Conference] workbook and agenda". The Organiser also stated "We can put your disclaimer by your symposium title and also with your [Novo Nordisk] bio. This would be on the website as well". The screen shots provided by the Organiser indicated that there

would be a “sponsors” page on the Conference website which would include details of all the sponsors of the Conference.

In the same email, the Organiser stated that *“At the bottom of each page we put our general disclaimer. We are unable to put each sponsors disclaimer on every page as it will be too busy however your disclaimer is featured on both pages where your logo seen [sic].*

We also put our disclaimer on all our marketing materials”

On the evening of 30 January, the Organiser asked the Novo Nordisk employee if the screen shots provided could *“go live on our website”*; the Novo Nordisk employee confirmed that this was acceptable and also asked for *“...any copies of marketing materials where the statement is included”*.

On 6 February 2024, the Organiser emailed the Novo Nordisk employee with a link to the “Sponsors and Exhibitors” section of the conference website, where the Novo Nordisk bio, logo and disclaimer can clearly be seen [URL provided].

We now understand from the Organiser that this tab went live on the Conference website on 6 February. The Organiser removed this tab from the website on 11 March, after the meeting had taken place; this was to avoid any impression that the sponsors were supporting the entire website rather than the past meeting. However, at the time that the link was provided, the Novo Nordisk employee took a screen shot which clearly shows the “2025 Sponsors and exhibitors” tab visible at the top of the website.

[Screenshot of “2025 Sponsors and exhibitors” tab]

On 11 February, the Organiser provided to the Novo Nordisk employee the Conference agenda and workbook for approval. The agenda was to appear on the Conference website and the workbook was to be provided directly to delegates for note taking. Other than the link to the Conference website these were the only meeting materials provided to Novo Nordisk for approval.

On 13 February, the Novo Nordisk employee emailed the Organiser indicating minor amends required to the Novo Nordisk declaration statement. This was updated on the same day and copies provided back to Novo Nordisk. In order to reflect these amends to the declaration statement, the original meeting that had been entered into the Novo Nordisk meeting approval system was re-submitted on 25 February 2025 and approved on 4 March 2025.

It seems that there were further minor amends to the agenda requested by other sponsors of the Conference, and a revised copy was emailed by the Organiser to the Novo Nordisk employee on 28 February. The final agenda went live on the website on 5 March.

It was unfortunate that there was a delay in adding the Conference agenda containing the Novo Nordisk declaration to the website; however, we consider that the Novo Nordisk sponsorship was clear from 6 February, shortly after the sponsorship was approved by Novo Nordisk. Whilst the general sponsorship statement that appeared at the bottom of each web page was not sufficiently clear, the “Sponsors and exhibitors”

tab, clearly visible at the top of each web page of the Conference website, contained prominent and detailed information as to Novo Nordisk's sponsorship.

With the above in mind, in relation to the conference website, we consider that Novo Nordisk's sponsorship was clear from the outset and deny any breach of Clause 10.10 in that regard.

As noted above, a declaration statement was included in the Agreement and it was a contractual obligation for the Organiser to include this on all meeting materials. Further, the Organiser was asked on email to provide for Novo Nordisk's review all meeting material. In response to this, Novo Nordisk was provided with a link to the Conference website and copies of the agenda and workbook.

We trust that the above and enclosed provides comprehensive information in order for the Panel to consider these allegations. However, should you require any further information on any of these matters, please do not hesitate to contact me."

PANEL RULING

This case was in relation to a conference which had been sponsored by pharmaceutical companies, including Novo Nordisk. 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 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 that 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, Novo Nordisk 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.

Novo Nordisk submitted that the sponsorship agreement with the conference organiser was signed on 30th January 2025. The agreement stipulated that “all meeting materials (as defined in Schedule 1 to this Agreement) relating to the Sponsorship include a declaration of support of the Meeting by Novo Nordisk”. The exact wording of the declaration was outlined in the agreement.

Novo Nordisk further submitted that, on the day the agreement was signed, it requested that the sponsorship declaration would need to be added to all marketing materials (agenda, website, emails etc). The conference organisers advised that they were unable to put each sponsors declaration on every page as it would be too busy, but that Novo Nordisk’s declaration would feature where its logo was seen, and all other marketing material would include a general declaration. Novo Nordisk was also informed that there would be a “sponsors” page on the website which would include details of all the sponsors.

A copy of the conference agenda containing Novo Nordisk’s declaration was provided to Novo Nordisk for approval on 11th February 2025. It was reviewed by Novo Nordisk on 13th February 2025. Subsequent changes had been requested by other sponsors, and a revised version was provided to Novo Nordisk on 28th February 2025. The final agenda (version 2) then went live on 5th March 2025.

Whilst Novo Nordisk accepted that the general sponsorship statement that appeared at the bottom of each webpage was not sufficiently clear, it submitted that between 6th February and 11th March 2025, the conference website featured a clearly visible ‘Sponsors and Exhibitors’ page which contained prominent and detailed information as to Novo Nordisk’s sponsorship. As such, Novo Nordisk’s sponsorship was clear.

The Panel noted that version 1 of the agenda had been in use for over a month after Novo Nordisk’s sponsorship of the event was agreed and that the agenda was only updated to include mention of Novo Nordisk’s sponsorship two days before the day of the conference, despite Novo Nordisk reviewing version 2 of the agenda weeks before.

The Panel noted Novo Nordisk's submission regarding the presence of a 'Sponsor and Exhibitors' page on the conference website. However, the complainant had provided a downloaded pdf version of the agenda. The agenda could therefore be shared and circulated offline. The Panel considered that it was possible that a viewer could have therefore accessed the agenda without being on the conference website. It is an established principle that material has to be capable of standing alone with regard to the requirements of the Code, and so the Panel considered that the agenda pdf document should be able to meet the requirements of the Code, irrespective of how it was accessed.

The Panel noted that the general 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 nor did it include a link to the 'Sponsors and Exhibitors' page on the conference website. The Panel considered that an individual viewing this document would not have been aware that Novo Nordisk was providing sponsorship.

The Panel considered that transparency was key and that Novo Nordisk had been let down by the conference organisers in the delay in uploading the final agenda. However, 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 Novo Nordisk 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, one of the sponsored symposium slots now stated, "Novo Nordisk Sponsored Symposium", beneath which was the title of the session. Immediately underneath the title was the following declaration in smaller font:

"This promotional symposium has been organised and funded by Novo Nordisk and is intended for GB-based healthcare professionals only. Novo Nordisk products will be discussed at this symposium. Novo Nordisk has provided sponsorship to this conference's organisers to cover the costs of a promotional stand and this symposium. Novo Nordisk has had no influence over the meeting agenda or arrangements except for this symposium session".

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 Novo Nordisk appeared and it was listed as a platinum sponsor.

As outlined above, Novo Nordisk submitted that it had originally reviewed this version of the agenda on 13th February 2025. Subsequent changes had been requested by other sponsors, and a revised version was provided to them on 28th February 2025. The agenda was then published online on 5th March 2025.

Taking into account that the agenda was a single page, that Novo Nordisk was listed as a platinum sponsor, and that there was a distinct declaration about Novo Nordisk's involvement,

the Panel considered that a viewer of this agenda would be aware of Novo Nordisk'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 and that, according to Novo Nordisk's submission, the 'Sponsors and Exhibitors' page which had been active at the time of the conference had been removed from the conference website on 11th March 2025 to avoid an impression that the sponsors were supporting the entire website rather than the past meeting.

However, the Panel observed 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 requirement of that clause, as detailed above, still 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 Novo Nordisk 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 Novo Nordisk and the conference organisers stated:

“...the Organisation shall ensure that all Meeting materials (as defined in Schedule 1 to this Agreement) relating to the Sponsorship include a declaration of support of the Meeting by Novo Nordisk....”

“The Declaration of Support shall be made immediately available to the readers/viewers in a sufficiently clear and prominent manner to ensure they understand the extent of Novo Nordisk’s involvement and are made aware of Novo Nordisk’s provision of the Sponsorship at the outset.”

“Any Meeting Materials created and used during or in relation to the Meeting shall include the Declaration of Support...”

The agreement also detailed the exact wording of the Novo Nordisk sponsorship declaration.

Whilst noting that a Novo Nordisk employee had been aware that some meeting materials would feature a general declaration, the Panel considered that it had been the intention of Novo Nordisk, based on the sponsorship agreement, that all meeting materials contained a declaration of its support, and it had been let down by an employee and the third-party conference organisers in this regard. The Panel considered that there was no evidence provided by the complainant to support an allegation that Novo Nordisk had failed to maintain high standards and therefore, ruled **no breach of Clause 5.1**.

Complaint received **16 April 2025**

Case completed **17 March 2026**