

CASE/3845/11/23

COMPLAINANT v GSK

Allegation about disclosure of sponsorship on a Taskforce website and other related materials

CASE SUMMARY

This case was in relation to the provision of a grant by GSK to a patient organisation. The complainant alleged that the declaration of support was not clear from the outset.

There was an appeal by GSK of one of the Panel's rulings.

The outcome under the 2021 Code was:

Breach of Clause 25.3 [Panel's breach ruling upheld at appeal]	Failing to ensure that all sponsorship is clearly acknowledged from the outset and that the wording of the declaration of sponsorship is unambiguous and accurately reflects the extent of the company's involvement and influence over the material.
No Breach of Clause 2	Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry
No Breach of Clause 5.1	Requirement to maintain high standards at all times
No Breach of Clause 27.2	Requirement for a written agreement when providing donations, grants or sponsorship to patient organisations.

**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 an anonymous, contactable complainant about GSK UK Limited.

COMPLAINT

The complaint wording is reproduced below:

"GSK have provided funding to [patient organisation] to support taskforce for [therapy area] 2023 activities. This was confirmed at [link provided]. However, on the taskforce website which is hosted and managed by [patient organisation], there was no declaration of sponsorship from the outset on the pages of the website or other materials related to

the taskforce. Transparent declarations from the outset on the website and all materials related to the taskforce about GSK sponsorship was crucial to uphold self-regulation. A link to the taskforce website where there are missing declarations from outset is [link provided]. ABPI code breaches include 27.2, 25.3, 5.1 and 2 Request anonymity as complainant as [critical] to whistle-blowing which is absolutely paramount for self-regulation.”

When writing to GSK, the PMCPA asked it to consider the requirements of Clauses 25.3, 27.2, 5.1 and 2 of the Code.

GSK’S RESPONSE

The response from GSK is reproduced below:

“Thank you for your letter dated 6th November 2023 wherein you inform GSK that a complainant has raised concerns about the sponsorship declaration wording, regarding GSK’s involvement, on the Taskforce website. GSK is committed to following both the letter and the spirit of the ABPI Code of Practice and all other relevant regulations and takes this complaint very seriously. When responding, you have asked that GSK consider the requirements of Clauses 25.3, 27.2, 5.1 and 2 of the 2021 Code.

Background Information

GSK received an unsolicited request from [name], a patient organisation, to support the work of the Taskforce for [therapy area] via the GSK Grants and Donations portal on 3rd November 2022. GSK approved the grant proposal for partial funding of £[amount] (approximately 10%) of the [total amount] required at its Grants and Donations Committee meeting on 22nd November 2022, subsequently certifying the agreement on 8th December 2022. Various organisations contribute towards the funding of the Taskforce.

GSK provide grants and donations in response to unsolicited requests as part of our commitment to being a responsible business; to make a positive social impact; and to respond to challenges and opportunities in the healthcare or research system and our broader society. We recognise a responsibility to support activities in our medical community, whether related to medical education where there is patient need and common scientific interest, professional societies’ initiatives, or assisting healthcare organisations and projects that promote other healthcare goals. In all our interactions we aim to be transparent about our work, operate with integrity, and always put the interests of patients first.

The Taskforce launched in [year] and is a collaboration of the largest ever group of organisations and individuals who have come together, as a team, to improve [therapy area]. This includes 40 members including patients, carers, health care professionals, the voluntary sector, and professional associations. [Patient organisation] are a member of the Taskforce. The website is hosted and managed on behalf of the Taskforce by [patient organisation], which provides the secretariat to the Taskforce. The Taskforce’s five-year plan sets out a framework to improve the nation’s [therapy area] and provide better care for people with [therapy area].

The Taskforce has set out with a 5-year plan [details provided on work in the therapy area]. GSK is not involved or responsible for the website in question for this complaint.

Response to complaint

GSK's position is that it has complied with the requirements of the Code and denies breaches of Clauses 25.3, 27.2, 5.1 and 2, with the reasoning as detailed below.

Clauses 25.3 and 27.2

GSK provided grant funding to [patient organisation] for the Taskforce 2023 project. The £[amount] was partial funding (approximately 10%) of the [total] required by the Taskforce and was provided to support the main parts of the project excluding any salaries of existing permanent staff, which included, inter alia, taskforce secretariat project delivery and support, communications, National roll-out of a public awareness campaign on the importance of [therapy area], influencing activity (conducted by the Taskforce) to ensure Taskforce recommendations are championed and turned into policy, and the [therapy area] Data tracker development.

The grant provided was an arm's length arrangement and GSK have no influence or involvement into the activity of the Taskforce. GSK clearly stipulate in the Grant Agreement from the outset that [patient organisation] is required to ensure that the grant provided by GSK is clearly acknowledged on all relevant materials and in a sufficiently prominent position to ensure that readers of materials are aware of it at the outset. The pertinent text within this contract is:

'Recipient is required to ensure that the Grant provided by GSK is clearly acknowledged on Recipient's website, prior to live events and in printed or digital announcements and other materials distributed in connection with the Purpose in a meaningful way (as determined by Recipient) and in a sufficiently prominent position to ensure that readers of materials are aware of it at the outset.'

Clause 25.3 refers to sponsorship, however this arrangement was a grant where GSK provided funds freely for the purpose of supporting [patient organisation] as described, with no consequent obligation to provide goods or services to the benefit of GSK in return. GSK therefore refute a breach of Clause 25.3 as stated by the complainant. GSK contend that the grant to the Taskforce is more specifically governed by Clause 23.2 of the Code, which refers to *'Donations and grants to healthcare organisations, patient organisations and other organisations'*. This clause requires such a grant to have a written agreement as per Clause 27.2, and specifically requires that *'Company involvement should be made clear for all donations and grants to the extent possible.'* (Emphasis added). GSK believe that the disclosures of company involvement made on the Taskforce website [[link provided](#)] meet the requirements of Clause 23.2 by declaring company involvement to the extent possible, with so many organisations involved.

GSK have a written agreement in place in accordance with Clause 27.2 which includes all the relevant clauses as required by Clause 27.2. The written agreement is certified by a signatory registered with the MHRA on 8th June 2022, a UK registered medical practitioner. GSK had publicly declared this grant, as required by the Code, and as

identified by the complainant. GSK therefore refutes a breach of Clause 27.2 as stated by the complainant.

Clauses 5.1 and 2

GSK fully assessed the nature of the grant request before agreeing to fund it. GSK has had no input or influence on the Taskforce website and this was an arm's length arrangement. GSK has a robust Grants Approval process including a Grants and Donation Committee who assess the suitability of grants - which includes only non-commercial staff amongst who are senior signatories and senior compliance staff. A certified agreement was in place with [patient organisation], which included, inter alia, the need for [patient organisation] to clearly declare GSK's funding in all relevant materials. GSK have publicly declared this grant as identified by the complainant. GSK believe that the requirements of the Code have been met and that high standards have been maintained, and thus refute a breach of Clause 5.1. Accordingly, GSK also refute a breach of Clause 2.

GSK acts with transparency and as this complaint has been raised with the PMCPA, GSK has subsequently approached [patient organisation] to verbally draw attention to the wording in this regard within the agreement, to allow [patient organisation] to ensure the terms of the agreement are being met appropriately.

Summary

In summary, GSK takes its responsibilities of working within the letter and the spirit of the ABPI Code of Practice very seriously. GSK strongly deny breaches of Clauses 25.3, 27.2, 5.1 and 2 as this was funding of an unsolicited grant with an arm's length arrangement. There is a certified agreement in place with [patient organisation], with clear terms and conditions regarding acknowledgement of GSK involvement. GSK has been fully compliant with both the letter and the spirit of the ABPI Code of Practice. GSK therefore refute all the allegations made by the complainant. Please do not hesitate to ask if any further clarification or information is required."

PANEL RULING

The complaint related to a lack of declaration of sponsorship on the website of Taskforce for [therapy area]. Funding had been provided by GSK to [name], a patient organisation, to support Taskforce activities. The complainant alleged that this was not clear from the outset of the Taskforce website.

The Panel considered the arrangement in place between GSK and [patient organisation]. GSK in their response, submitted that this was a grant provided at arm's length and that GSK had no influence or involvement into the activities of the Taskforce. The Panel was provided with a copy of the grant agreement between GSK and [patient organisation] which supported the arrangements and expectations described in GSK's submissions, including the requirement for GSK's involvement to be declared on the website.

The Panel noted from the grant agreement that the purpose of the grant was to support "the Taskforce for [therapy area] 2023 activities". Although further breakdown was provided as to what "activities" included, both in the agreement and GSK's submissions, the Panel considered that these activities covered five broad areas and reflected the nature of an arm's length

agreement. The Panel also took into consideration that GSK was one of a number of companies to provide funding to [patient organisation], the value of GSK's grant being [X]% of the overall total required for the activities.

The Panel were provided with two screenshots from the Taskforce website. The first, provided by the complainant, was for a page titled 'Why [therapy area] matters'. The second, a link provided by GSK, was for a page titled 'About'. Both pages appeared to be accessed through the menu section of the website. The screenshot for the 'About' page was not taken at the time the complaint was received but the Panel noted that it appeared not to have been updated since 2022 and made their decision balancing the weight of the evidence they had before them. On the 'About' page, approximately one scroll of a page down, it stated:

"Representatives from the pharmaceutical, diagnostics, devices and digital industries make up an Industries Forum that contributes to the work of the Taskforce. The Industries Forum has no editorial control over the activities of the Taskforce.

Some Industries Forum members provide financial backing to the Taskforce. This is not a condition of membership of the Industries Forum and it provides no editorial rights. No Industries Forum members have voting rights on the Taskforce. **Read about the Taskforce sponsors.**"

The final line of which is bold, underlined and appeared to be a hyperlink to a section of text further down the page. That text, under the heading 'Taskforce Sponsors', stated:

"In 2022, these companies are supporting the work of the Taskforce financially but have no editorial rights."

The text is followed by a list of 13 pharmaceutical companies in alphabetical order, including GSK. The Panel noted that all of the companies listed as having provided funding were treated equally and no prominence was given to one over another.

Clause 25.3 states that "Companies must ensure that all sponsorship is clearly acknowledged from the outset. The wording of the declaration of sponsorship must be unambiguous and accurately reflect the extent of the company's involvement and influence over the material." The Panel considered that Clause 25.3 applied to all forms of sponsorship arrangements in place and was not limited in its application as per the broad definition of sponsorship in Clause 1.22. It's intention, in line with the spirit of the Code, is to ensure transparency in declaring a company's involvement. It also closely mirrors the requirements of Clause 23 which relate specifically to grants. Each case will turn on its own facts and, in this case, the Panel accepted that this was an arm's length arrangement in which GSK had provided funding for activities as a whole. GSK had no influence as to which activities their share of the funding paid for.

Noting the Taskforce is a collaboration of organisations and individuals, including patients and carers, and bearing in mind the established principle of transparency, the Panel considered that it was important that viewers of the website, which likely included patients, be aware of any company involvement and the nature of the support at the outset.

It was clear in the 'About' section of the website that several companies, including GSK, had provided funding but had no further involvement or influence. The Panel considered that, given the extent of GSK's involvement which was simply to provide funding and this funding was used

for several different activities, the information provided on the 'About' page was unambiguous and reflected the scope of their involvement. However, from the information provided by the complainant, it appeared that to access this information viewers had to click on either a link at the bottom of the homepage to 'Learn more about the Taskforce for [therapy area] or one to a 'members' section in the footer. The panel did not consider it unacceptable that when an organisation or activity has multiple funders that they might be listed on a separate funders page of the website but considered that it should be clear that funding from the pharmaceutical industry had been received and where to find out more information. Having carefully considered all the evidence before it the Panel determined, on balance, that the declaration of GSK's involvement was not sufficiently clear at the outset of the website and the Panel ruled **a breach of Clause 25.3**.

The Panel considered that written agreements should be unequivocal about the requirements regarding declarations of involvement by companies. The Panel were provided with a copy of the grant agreement together with evidence of certification and noted that it contained such a requirement in accordance with Clause 27.2. There was no evidence provided that suggested the agreement did not meet the requirements of Clause 27.2. The Panel ruled **no breach of Clause 27.2**.

On the basis of its findings above, the Panel did not consider that GSK had failed to maintain high standards and ruled **no breach of Clause 5.1**. It follows that the Panel ruled **no breach of Clause 2**.

GSK'S APPEAL

The appeal from GSK is reproduced below:

"Thank you for your letter dated 31st January 2025 informing GSK of the outcome of the Code of Practice Panel's consideration of the above case. As per our email on the 7th February 2025, we confirm that GSK intends to appeal the breach of clause 25.3. We outline the grounds for appeal below.

Background Information

GSK received an unsolicited request from [named patient organisation], a patient organisation, to support the work of the Taskforce for [therapy area] via the GSK Grants and Donations portal on 3rd November 2022. GSK approved the grant proposal for partial funding of £[amount] (approximately 10%) of the [total amount] required at its Grants and Donations Committee meeting on 22nd November 2022, subsequently certifying the agreement on 8th December 2022. Various organisations contribute towards the funding of the Taskforce.

GSK provide grants and donations in response to unsolicited requests as part of our commitment to being a responsible business; to make a positive social impact; and to respond to challenges and opportunities in the healthcare or research system and our broader society. We recognise a responsibility to support activities in our medical community, whether related to medical education where there is patient need and common scientific interest, professional societies' initiatives, or assisting healthcare organisations and projects that promote other healthcare goals. In all our interactions we aim to be transparent about our work, operate with integrity, and always put the interests of patients first.

The Taskforce launched in [year] and is a collaboration of the largest ever group of organisations and individuals who have come together, as a team, to improve [therapy area]. This includes 40 members including patients, carers, health care professionals, the voluntary sector, and professional associations. [Patient organisation] are a member of the Taskforce. The website is hosted and managed on behalf of the Taskforce by [patient organisation], which provides the secretariat to the Taskforce. The Taskforce's five-year plan sets out a framework to improve the nation's [therapy area] and provide better care for people with [therapy area].

The Taskforce has set out with a 5-year plan [details provided on work in the therapy area]. GSK is not involved or responsible for the website in question for this complaint.

Appeal of Clause 25.3

GSK considers the following aspect of this case relevant to the appeal:

From the information shared by the complainant, the section at the bottom of the page which includes obligatory information such as: contact us, funding acknowledgement, privacy and cookies was not included. Therefore, it appeared to the panel that to access this information viewers had to click on either a link at the bottom of the homepage to 'Learn more about the Taskforce for [therapy area]' or one to a 'members' section in the footer. However, there is a link labelled 'Funding Acknowledgement', that can be found at the bottom of every webpage including the first (Home) page of the Taskforce website. The screenshot of the first page of the Taskforce (enclosure 1) is provided showing the link 'Funding Acknowledgement' and the second screenshot (enclosure 2) is the subsequent Funding Acknowledgement page. The panel did not consider it unacceptable that when an organisation or activity has multiple funders that they might be listed on a separate funders page of the website but considered that it should be clear that funding from the pharmaceutical industry had been received and where to find out more information. An email from [patient organisation] (enclosure 3) confirms that this link has always been a part of the Taskforce website.

Summary

In summary, GSK takes its responsibilities of working within the letter and the spirit of the ABPI Code of Practice very seriously. GSK strongly denies breach of Clause 25.3 as this was funding of an unsolicited grant with an arm's length arrangement. There is a certified agreement in place with [patient organisation], with clear terms and conditions regarding acknowledgement of GSK involvement. GSK has been fully compliant with both the letter and the spirit of the ABPI Code of Practice. Please do not hesitate to ask if any further clarification or information is required."

FINAL COMMENTS FROM COMPLAINANT

No comments were received.

APPEAL BOARD'S RULING

The Appeal Board considered that Clause 25.3 applied to all forms of sponsorship arrangements in place and was not limited in its application. It's intention, in line with the spirit of the Code, was to ensure transparency in declaring a company's involvement. It also closely mirrored the requirements of Clause 23 which related specifically to grants.

The Appeal Board noted the broad definition of sponsorship in Clause 1.22: ‘A company can provide sponsorship for an activity to certain organisations. ‘Sponsorship’ means a contribution, financial or otherwise, in whole or in part provided by or on behalf of a company, towards an activity (including an event/meeting or material) performed, organised, created etc by a healthcare organisation, patient organisation or other independent organisation.’ The Appeal Board considered that the definition of sponsorship within the Code was not limited to situations where the company had control over the content of an activity or material.

Although the Appeal Board accepted GSK’s submission that its funding to support the work of the Taskforce was by way of a payment with an arm’s length arrangement, and with no control over the content of the website, that arrangement amounted to a financial contribution towards an activity (which includes material). It therefore fell within the definition of sponsorship, and Clause 25.3 applied. The Appeal Board noted that the definition of a grant may also apply to the arrangement, but this case was an appeal of a breach of Clause 25.3 and so the Board confined its consideration to that clause.

Clause 25.3 stated that “Companies must ensure that all sponsorship is clearly acknowledged from the outset. The wording of the declaration of sponsorship must be unambiguous and accurately reflect the extent of the company’s involvement and influence over the material.” Consequently, the Appeal Board considered that visitors to the website, including patients and carers should be made aware of any company involvement and the nature of any support at the outset without a need to go looking for it so that they could judge the material they were viewing in that context. In that regard, the Appeal Board observed that the wording ‘Funding acknowledgement’ appeared in small font at the bottom left of the website home page. GSK informed the Appeal Board that this link appeared at the bottom of every page. The ‘About’ page of the website detailed a list of companies as having provided funding with no editorial rights.

The Appeal Board did not believe that the positioning of the ‘Funding acknowledgement’ link at the bottom of the home page in small font amounted to an acknowledgement of sponsorship “from the outset”. A reader would have to scroll to the bottom of the page to see that link, and could ultimately navigate the website without knowing it was funded in part by a pharmaceutical company. The Appeal Board upheld the Panel’s ruling of a breach of Clause 25.3. The appeal was unsuccessful.

Post the Appeal Board decision and at the request of GSK the Chair of the Appeal Board considered whether there had been a procedural error in the conduct of the appeal in accordance with paragraph 1.12 Set Aside for Procedural Error in the PMCPA Constitution and Procedure. The Chair determined there had been no procedural error and the case was closed.

Complaint received 2 November 2023

Case completed 13 March 2025