

COMPLAINANT v ORGANON

Allegations about declaration of involvement

CASE SUMMARY

This case concerned a conference overview webpage on a medical professional membership organisation's website. It was alleged that Organon had sponsored the organisation's conference but that the sponsorship was not prominently declared at the start of the webpage.

The outcome under the 2021 Code was:

Breach of Clause 5.1	Failing to maintain high standards
Breach of Clause 10.9	Failing to include a sufficiently prominent declaration of sponsorship to ensure readers are aware of the pharmaceutical companies involvement at the outset
Breach of Clause 25.3	Failing to ensure that all sponsorship is clearly acknowledged from the outset
No Breach of Clause 2	Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry

**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 about Organon was received from an anonymous, contactable complainant who later became non-contactable.

COMPLAINT

The complaint wording is reproduced below:

"[Named medical professional membership organisation] 2024 conference had been sponsored by Organon. The sponsorship declaration of Organon funding was not provided prominently at the beginning of the event page. [URL provided] Clauses 10.9, 25.3, 5.1, 2 in breach."

When writing to Organon, the PMCPA asked it to consider the requirements of Clauses 10.9, 25.3, 5.1 and 2 of the 2021 Code.

ORGANON'S RESPONSE

The response from Organon is reproduced below:

"We are writing in response to the complaint received under Case AUTH/0251/07/24 regarding our sponsorship towards the [named medical professional membership organisation] 2024 conference. We take all complaints very seriously and appreciate the opportunity to address these concerns thoroughly and transparently.

After a comprehensive internal review to fully understand the complaint, we aim to provide a clear and accurate response.

Commitment to Ethical Standards

At Organon, we are unwavering in our commitment to maintaining the highest standards of ethical conduct and regulatory compliance. We understand the importance of transparency and integrity, especially in our interactions with healthcare professionals and the public. We strive to ensure that all of our actions, including sponsorship of meetings, are conducted transparently and in full compliance with relevant guidelines and codes of practice.

Background Regarding the Sponsorship

The [named medical professional membership organisation] are the professional membership body for [doctors practising in the medical specialty] in the UK. Their purpose is to encourage, foster and maintain the highest possible standards in [medical specialty]. They support [doctors practising in the medical specialty] through all stages of their career, from medical students considering [medical specialty], through to training, qualified years and retirement. One key element of this support for [doctors practising in the medical specialty] are educational meetings hosted by the [named medical professional membership organisation] with support from pharmaceutical companies and other organisations in the form of sponsorship opportunities.

In March 2024, Organon entered into a sponsorship agreement with the [named medical professional membership organisation] for their upcoming conference in October 2024. As part of this agreement, Organon provided funding in exchange for the following:

Silver sponsorship

- Acknowledged as a Silver sponsor of [named medical professional membership organisation] 2024
- 30 minute sponsored mini theatre speaker presentation
- 3 months on demand hosting of sponsored speaker session post event available
- Push notification via app to speaker session(s)
- 3x3 exhibition space, shell scheme or space only
- 3 exhibitor passes (access to exhibition hall only)
- 2 delegate passes (access to conference and exhibition hall)
- Prominent branding on pre-event marketing collateral to delegates and signage at the Conference

- Corporate logo and profile on [named medical professional membership organisation] website and Conference app
- Post event speaker session delegate list with contact details (GDPR compliant)
- Post event delegate attendee list with contact details (GDPR compliant)
- Invitation to [named medical professional membership organisation] networking reception

In recent months, Organon has been liaising with the [named medical professional membership organisation] regarding the content for the Organon conference materials. However, Organon was informed by the [named medical professional membership organisation] that all pages for the website and conference app would be sent to us for approval before going live. Unfortunately, this process was not followed as communicated, therefore no review of the website took place.

Addressing the Complainant's Concerns

Clauses 10.9 and 25.3

We understand the importance of ensuring that events and meetings sponsored by pharmaceutical companies are clearly disclosed in all related materials. However, as we were still in the process of finalising speakers, topics, agendas and other sponsorship elements, we were not aware that the website had gone live. Consequently, we were unaware that the declaration of sponsorship was not prominently displayed on the website from the outset, and we had not yet provided our full declaration to the [named medical professional membership organisation] reflecting the extent of our involvement and influence.

It is important to note that there is a "Sponsorship" tab prominently displayed at the top of the [named medical professional membership organisation] Conference homepage. By navigating this link, users could find Organon listed among many other pharmaceutical companies that also provided sponsorship towards this event. Also presented towards the bottom of the homepage was the following statement by the [named medical professional membership organisation]:

"This event is made possible by sponsorship from organisations including pharmaceutical companies, med tech companies and service providers none of which have influenced the event content or the choice of speakers. Sessions delivered with input from these organisations will be marked as such on the programme once released and a list of all sponsors and exhibitors will be published shortly."

Overall, however, since the declaration was not prominently displayed from the outset and comprehensive wording outlining the extent of our involvement and influence over the material was not present, we accept a breach of clauses 10.9 and 25.3. Please note that an agreement between Organon and the [named medical professional membership organisation] was signed in March 2024, prior to Case AUTH/0219/06/24. Therefore, our sponsorship agreement did not contain any language specifically highlighting the need to present such declarations from the outset, prominently.

Clause 5.1

Organon consistently strives to maintain high standards by adhering to the ABPI Code's requirements. In this specific scenario, we were in ongoing discussions with the [named medical professional membership organisation] to finalise the agenda, invitation and other elements of the sponsorship agreement for the upcoming October 2024 conference. We were assured by the [named medical professional membership organisation] that all conference materials, including website pages and apps, would be sent to us for approval prior to going live. Unfortunately, this assurance was not upheld, and the site went live without our review or approval. Given that we were not aware of the live status of the site, we could not ensure the immediate and prominent display of the sponsorship declaration. Therefore, we believe that this incident does not reflect a failure to uphold high standard, but rather an oversight in the execution process by a third-party organisation. For these reasons, we, therefore, deny a breach of Clause 5.1.

Clause 2

Organon is committed to transparency in all our activities, aiming to be open with the public and healthcare professionals about our involvement and influence over materials and initiatives. The lack of a prominent sponsorship declaration was an inadvertent oversight resulting from the [named medical professional membership organisation] not providing us with the final materials for review before they went live. We acted in good faith based on the information and assurances provided to us by the [named medical professional membership organisation]. This incident is not indicative of our overall approach to compliance and transparency. We take this matter seriously and are taking steps to prevent such occurrences in the future, ensuring that all our activities continue to uphold the reputation and trust in the pharmaceutical industry. On this occasion, we deny a breach of Clause 2.

Corrective Action

In terms of corrective action, we have been in touch with the [named medical professional membership organisation] and requested that the declaration of involvement be made prominent, clearly presented from the outset on the homepage.

We appreciate the opportunity to clarify our position and thank you for bringing this matter to our attention.”

FURTHER INFORMATION

In response to a request for further information from the Panel, Organon provided its contract with the conference organiser together with a copy of an updated version of the webpage at issue and Organon's approval of it.

PANEL RULING

This case concerned a conference overview webpage on a medical professional membership organisation's website. It was alleged that Organon had sponsored the organisation's conference but that the sponsorship was not prominently declared at the start of the webpage. Organon had confirmed its sponsorship of the conference and stated that it had signed a

sponsorship agreement with the conference organisers in March 2024, with the conference due to take place in October 2024.

The Panel viewed the webpage at issue and observed that a header at the top contained tabs linking to sections labelled 'Programme', 'Speakers', 'Sponsorship', 'Why Attend?', and 'Event Info' with a 'Book Now' button. This header also included the logo of a different pharmaceutical company and the words "Principal Sponsor".

The top half of the webpage included the prominent title "2024 Annual Conference" with details of the dates and venue, images from a previous conference and of the location city, and a link to "Book your ticket". The lower half of the webpage, was headed "What you can expect?", and highlighted the expected numbers of attendees, session formats, sessions of content, peer review posters, speakers, and sponsors and exhibitors. With respect to the latter, it stated that there would be 100+ sponsors and exhibitors promoting products and services relevant to the sphere of medical practice and an opportunity to meet leading suppliers and industry experts.

Directly above the webpage footer was the statement, in a very small font, *"This event is made possible by sponsorship from organisations including pharmaceutical companies, med tech companies and service providers, none of which have influenced the event content or the choice of speakers. Sessions delivered with input from these organisations will be marked as such on the programme once released and a list of all sponsors and exhibitors will be published shortly."* The Panel noted the wording of the declaration statement suggested that at the time of the complaint (July 2024) the conference programme was not yet finalised and a full list of sponsors was not yet available. In addition, the Panel noted there was no link to the list of sponsors embedded in the statement.

The Panel considered all of the information provided by the complainant and Organon including Organon's acceptance of breaches of Clause 10.9 and Clause 25.3. The Panel noted the requirements of Clause 10.9 that when events/meetings were 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 were aware of it at the outset. Similarly, Clause 25.3 stated that companies must ensure that all sponsorship is clearly acknowledged from the outset and the wording of the declaration of sponsorship must accurately reflect the extent of the company's involvement and influence over the material.

The Panel noted the principal sponsor was acknowledged in the header but there was no confirmation of other individual sponsors on the webpage. One option to access this information appeared to be via the tab link to 'Sponsorship' in the header. The Panel did not have access to the linked webpage(s) and therefore it had no information regarding the ease with which readers would be able to identify individual sponsors or what information was provided about the nature of their involvement. This was especially the case given that there appeared to be more than one page accessible under the 'Sponsorship' tab as evidenced by the adjacent drop-down arrow.

The Panel considered the remainder of the webpage and noted that some readers might be alerted that the event was sponsored in the "What you can expect" section but that this did not make clear who the sponsors were, what the nature of their involvement was or where further information on the sponsors could be found. With regard to the declaration of involvement statement towards the bottom of the webpage, the Panel considered the size and lack of

prominence given meant that the statement could easily be overlooked and again it was not clear where further information on the sponsors could be found.

The Panel had not been provided with the registration page for the conference so it was not clear what, if any, additional information about sponsors a viewer would be provided with prior to registering.

The Panel considered that transparency was key. Whilst the Panel considered that it may not be reasonable to expect an event organiser to list a large number of sponsors (100+) on the homepage of the conference website, it should be clear to a viewer that the event is sponsored by pharmaceutical companies, in addition to clearly indicating where they can find further information on the sponsors.

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 Organon 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 **breaches of Clause 10.9 and Clause 25.3** as acknowledged by Organon.

Organon submitted that it had signed the contract in March 2024 and that at the time of the complaint it was in ongoing discussions with the conference organiser to finalise materials associated with its sponsorship package. It also submitted that it had received assurances that all conference materials, including website pages and apps, would be sent to Organon for approval prior to going live. It was not clear to the Panel whether this assurance related to all materials relating to the conference as a whole or only materials directly related to Organon's sponsorship package. The Panel noted that email correspondence it had been provided with, which referred to this approval, post-dated Organon's receipt of this complaint.

The Panel noted that while the sponsorship package purchased by Organon included acknowledgement as a sponsor, prominent branding on pre-event marketing collateral to delegates and signage at the conference and the inclusion of the corporate logo and profile on the conference website and app, the sponsorship agreement itself did not contain any language specifically highlighting the need to present declarations of companies' involvement prominently at the outset in all conference materials.

The Panel noted that the conference webpage at issue appeared to be an interim version pending finalisation of the programme, sponsors and exhibitors. Organon submitted that, at the time of the complaint, it had not received any materials for approval and that it was not aware of the live status of the site. Consequently, and notwithstanding its comments above regarding the contract and email correspondence, it was not clear to the Panel if Organon had been let down by an oversight on the part of the conference organisers.

The Panel acknowledged the corrective action taken by Organon on being notified of the complaint. However, in this case the Panel considered that the lack of any requirement in the sponsorship agreement, about the need for a prominent declaration in all conference materials, meant that Organon had failed to maintain high standards in this regard and ruled a **breach of Clause 5.1**.

The Panel noted that Clause 2 was a sign of particular censure and reserved for such use. The Panel considered that the matters raised by the complainant were adequately covered by its rulings above and did not consider that a breach of Clause 2 was warranted. The Panel ruled **no breach of Clause 2**.

Complaint received **31 July 2024**

Case completed **20 October 2025**