

COMPLAINANT v NOVO NORDISK

Allegations about declaration of company sponsorship of a conference

CASE SUMMARY

This case was in relation to the declaration of Novo Nordisk's involvement in a diabetes conference. It was alleged that Novo Nordisk's sponsorship of the conference was not clearly declared on the conference materials including the website, social media advertisements and event programme.

The outcome under the 2024 Code was:

Breach of Clause 5.6 (x2)	Failing to be sufficiently clear as to the company's role and involvement
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 that companies maintain high standards at all times
No Breach of Clause 5.6 (x2)	Requirement to be sufficiently clear as to the company's role and involvement

**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 about Novo Nordisk Ltd from an anonymous, non-contactable complainant who described themselves as a health professional.

COMPLAINT

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

"Dear PMCPA Secretariat, At the [named diabetes conference], Novo Nordisk maintained a substantial promotional presence that would have required a considerable investment time and expense. Yet there was no clear declaration of company sponsorship — on advertisements on social media, websites nor printed or online programmes. For those attending purely for legitimate educational purposes, this omission was disappointing. It is concerning that a company of this scale repeatedly fails to uphold the most basic standards of transparency yet able to prioritise style. Particularly disappointing following recent issues with ABPI membership. Trust is

placed in the ABPI to maintain integrity across the industry. I request the matter be reviewed with reference to the following Clauses of the 2024 ABPI Code of Practice: 2, 5.1–5.2, 5.6, 10.1, and 25.3. With thanks. [link to conference LinkedIn profile provided]”

When writing to Novo Nordisk, the PMCPA asked it to consider the requirements of Clauses 5.6, 5.1 and 2 of the 2024 Code. The additional clauses cited by the complainant were removed by the Case Preparation Manager in accordance with Paragraph 5.8 of the 2024 PMCPA Constitution and Procedure.

NOVO NORDISK’S RESPONSE

The response from Novo Nordisk is reproduced below:

“Thank you for your letter dated 27 October 2025 regarding the complaint in the above-referenced case, which concerns an allegation that Novo Nordisk’s sponsorship of the [named diabetes conference] was not declared.

Please find our response to the complaint below.

Executive Summary

Novo Nordisk refutes the breaches of clauses 5.6, 5.1 and 2 alleged in the complaint. Novo Nordisk’s sponsorship was prominently and unambiguously declared on materials related to the Conference by way of a declaration that is aligned with the Code, relevant guidance and best practice.

Novo Nordisk’s involvement in the Conference

The Conference is one of the UK’s leading annual events for those involved in preventing, treating and managing diabetes and its related conditions, and is organised by an events company, [named events company] (‘Conference Organiser’). Novo Nordisk participated in the Conference solely as a sponsor and had no role in its planning or organisation.

A proposal for Novo Nordisk to sponsor the Conference was submitted through the Novo Nordisk meeting system and approved on 23 June 2025. Following approval, a sponsorship agreement was signed between Novo Nordisk and the Conference Organiser on 27 June 2025 (the ‘Agreement’), prior to the commencement of the Conference. We enclose a copy of the Agreement, as requested by the PMCPA. We note that relevant sections relating to the substance of the complaint have been highlighted and the Agreement has been redacted to remove sensitive information including bank details, email addresses and signatures.

The Agreement clearly stipulates Novo Nordisk’s role, responsibilities and indicates Novo Nordisk would receive stand space in return for the sponsorship. Novo Nordisk’s sole responsibility was to manage the stand.

Declaration of Novo Nordisk’s sponsorship of the Conference

The Agreement required the Conference Organiser to: (i) ensure all marketing materials relating to the sponsorship included a declaration of Novo Nordisk's sponsorship; and (ii) provide Novo Nordisk with evidence that the declaration was duly included. The Agreement provides that, in the context of the sponsorship, marketing materials means any communications, publicity and materials produced by or on behalf of Novo Nordisk in relation to the Agreement and used in connection with the Conference, including but not limited to any communications or materials created or published analogue, digital, off-line, or online. Clause 3.2 of the Agreement (page 2) sets out specific declaration wording to be used by the Conference Organiser in all meeting materials as required by the Code.

The form of declaration set out in the Agreement aligns with the ABPI guidance published in April 2025 titled '*Guidance for conferences and events in the UK: ABPI Code of Practice requirements*' (the 'Guidance'). The Guidance states that '*...in cases where there are a very high number of sponsors, and it is not feasible to list them all on the home/registration page/body of the social media post, a clear and prominent link to a separate page listing the sponsors may be acceptable. However, it still must be clear from the outset that the sponsors include pharmaceutical companies*'.

According to the [named diabetes conference] website, the Conference was supported by 65 exhibitors. Details of each of the exhibitors can be found here: [link provided]. [Enclosure] provides a print version of the exhibitor list, in the event the above hyperlink becomes inactive. Given the very high number of exhibitors, the wording of the declaration as set out in the Agreement and used by the Conference Organiser in materials includes a clear direction to access a full list of exhibitors.

A significant effort was made by Novo Nordisk to ensure that its sponsorship of the Conference was aligned with the Guidance. Please refer to [Enclosure] for the email communication between the Conference Organiser and Novo Nordisk that shows the proactive role of Novo Nordisk to ensure compliance with the Guidance prior to the Conference. We note that certain parts of the email communication have been redacted to remove sensitive information such as individuals' names, email addresses and pricing information.

The complainant alleges that Novo Nordisk's sponsorship of the Conference was not declared in:

1. advertisements on websites;
2. advertisements on social media;
3. printed programmes; or
4. online programmes.

Below we explain how each of these materials did declare Novo Nordisk's sponsorship of the Conference in a manner that satisfies the requirements of the Code and reflects the Guidance.

1. Website advertisements

The following declaration was included prominently and clearly at the top of each page of the [named diabetes conference] website:

'[Named diabetes conference] IS SUPPORTED BY THE PHARMACEUTICAL AND MED TECH INDUSTRIES VIA GRANTS, SPONSORSHIP, AND EXHIBITION PACKAGES. SESSIONS DELIVERED WITH INPUT FROM OUR SUPPORTERS WILL ALWAYS BE MARKED ON THE PROGRAMME. A FULL LIST OF CONFIRMED SUPPORTERS FOR [named diabetes conference] CAN BE FOUND HERE.'

The 'HERE' hyperlink is to the Exhibitor List page on the [named diabetes conference] website where the exhibitors are displayed in alphabetical order with each exhibitor having its own 'tile' featuring its logo. On this page there is clear and visible tile included for Novo Nordisk. We have provided a hyperlink to the website homepage (link provided) and [provided] a print version of the homepage in the event the above hyperlink becomes inactive.

2. Social media advertisements

LinkedIn: The declaration wording on [named diabetes conference]'s LinkedIn profile is provided through a very similar approach to that deployed on the [named diabetes conference] website. The declaration was prominently displayed within the 'About us' section at the top of [named diabetes conference]'s LinkedIn profile. The declaration does not contain a hyperlink that takes the reader directly to the exhibitor list. However, the last sentence of the statement was adjusted to state that a full list of exhibitors '*is available on [named diabetes conference] website*'. There is a hyperlink underneath that statement that takes the reader directly to the [named diabetes conference] website homepage where the declaration is displayed at the top of the page and includes a hyperlink to the exhibitor page.

Facebook: The provision of the declaration wording on [named diabetes conference]'s Facebook profile followed the same practice as deployed on the [named diabetes conference] website. The declaration was prominently displayed within the 'About us' section at the top of [named diabetes conference]'s Facebook profile and included a hyperlink to the Exhibitor page on the [named diabetes conference] website.

Instagram: [Named diabetes conference]'s Instagram profile features a 'highlight' entitled 'ABPI'. The highlight hyperlink (i.e. a circle with the text '[named diabetes conference]' inside the circle and the word 'ABPI' underneath the circle) brings up a separate page that includes the same declaration wording as that deployed on the [named diabetes conference] website. The declaration includes a hyperlink 'View List' to the Exhibitor page on the [named diabetes conference] website. In addition to the 'highlight' entitled 'ABPI', there is a link on the [named diabetes conference] Instagram profile bio which opens the attachment '[named diabetes conference] Insta link'. Each of the links accessible via this page takes the reader to the [named diabetes conference] website, the declaration is displayed at the top of each page and includes a hyperlink to the exhibitor page.

X: The declaration wording on [named diabetes conference]'s X page is provided through a very similar approach to that deployed on the [named diabetes conference] website. The declaration was prominently displayed within the 'About us' section at the top of named diabetes conference's X page. The declaration does not contain a hyperlink that takes the reader directly to the exhibitor list. However, the last sentence of the statement was adjusted to state that a full list of exhibitors '*is available on*

[named diabetes conference] website'. There is no link to the [named diabetes conference] website next to or underneath the statement but there is a direct link to the [named diabetes conference] website homepage on [named diabetes conference]'s X profile page. It was explained to Novo Nordisk that a link cannot be added to a bio section on X for functionality reasons. This is why: (i) there is no direct link within the declaration of support; and (ii) the statement was slightly amended to include the term '*on the website*' instead of a *hyperlink 'HERE'*.

Please refer to [Enclosure] which provides a screenshot of each social media account.

3. Online conference programme

The online programme for the Conference was hosted on the [named diabetes conference] website. The declaration was included prominently and clearly at the top of the [named diabetes conference] website page that featured the online programme. The '*HERE*' hyperlink is to the Exhibitor List page on the [named diabetes conference] website where the exhibitors are displayed in alphabetical order with each exhibitor having its own 'tile' featuring its logo. Please refer to [Enclosure] for a copy of the online programme printed from the [named diabetes conference] website.

In addition to the online programme, materials related to the Conference were also made available on the [named diabetes conference] Conference App. The provision of the declaration statement on the [named diabetes conference] Conference App followed the same practice as deployed on the [named diabetes conference] website. The declaration was included prominently on the Profile page. [Enclosure] provides a screen shot of the [named diabetes conference] Conference App.

4. Printed conference programme

A physical, printed programme was not created for the Conference. The only printed asset made available to delegates was a floor plan. The floor plan includes the same declaration as included on the [named diabetes conference] website except for the inclusion of the hyperlink to the exhibitors page on the [named diabetes conference] website. Instead, a list of the exhibitors is included within the floorplan itself.

Conclusion

A declaration was included prominently and unambiguously on materials related to the Conference. The declaration made clear that pharmaceutical companies had supported the funding of the Conference, and with the exception of the printed floorplan which had the list of exhibitors included within it, the declaration included a clear direction to access a full list of exhibitors. The form of the declaration included on materials aligned with the Code and the Guidance. On this basis we refute the alleged breach of clause 5.6 of the Code. There was a total of 65 exhibitors at this conference, which included other pharmaceutical companies.

Given that the required declaration was included on materials associated with the Conference, we also refute the alleged breach of clause 5.1 and clause 2.

We trust that the above provides a comprehensive information for the Panel to consider these allegations. However, should you require any further information, please do contact me.”

PANEL RULING

This case was in relation to Novo Nordisk’s involvement with a diabetes conference.

The complainant alleged that Novo Nordisk had a substantial promotional presence at the conference and yet the company’s sponsorship of the event was not clearly declared on advertisements for the conference on the website, social media and both printed and online programmes.

The Panel considered each material in turn.

The diabetes conference website

The diabetes conference website home page included a header which read:

“[Named diabetes conference] IS SUPPORTED BY THE PHARAMCETUCAL AND MED TECH INDUSTRIES VIA GRANTS, SPONSORSHIP AND EXHIBITION PACKAGES. SESSIONS DELIVERED WITH INPUT FROM OUR SUPPORTERS WILL ALWAYS BE MARKED ON THE PROGRAMME. A FULL LIST OF CONFIRMED SUPPORTERS FOR [named diabetes conference] CAN BE FOUND HERE” (emphasis as it appeared on the website).

Underneath the statement was a row of tabs to access information about different aspects of the conference including one labelled ‘Exhibitor List’.

The footer of every page of website included the same statement referred to above in addition to a statement that the website was intended for use by UK health professionals.

When visitors to the website clicked the hyperlink in either the header or footer, or the ‘Exhibitor List’ tab, they were directed to a webpage headed “*Exhibitors*”. The content of the webpage consisted of an alphabetical list of conference exhibitors and their company logos including Novo Nordisk.

Clause 5.6 and its supplementary information required that material relating to medicines and their uses, whether promotional or not, and information relating to human health or disease which is sponsored by a pharmaceutical company or in which a pharmaceutical company has any other involvement must clearly indicate the role of that pharmaceutical company. The wording of the declaration of involvement must be unambiguous so that readers are immediately able to understand the extent of the company’s involvement and influence. The declaration of sponsorship must be sufficiently prominent to ensure that readers of sponsored material are aware of it at the outset.

Noting that sixty five exhibitors were supporting the event and that the header and footer of the webpage included a declaration of involvement statement, the Panel considered cases AUTH/3829/9/23 and AUTH/3830/9/23 which concluded that, when events have a large number of sponsors, it would not be reasonable to expect event organisers to list all sponsors on the

home page of a conference website. The Panel was also mindful that it was likely that health professionals were familiar with the sponsorship structure of such events.

Having considered the evidence before it the Panel concluded that the wording of the declaration statement in the header and footer of the website made it sufficiently clear that the conference was supported by the pharmaceutical industry and that the support was provided via grants, sponsorships and exhibition packages. Furthermore, the hyperlink within the statements and the 'Exhibitor List' tab provided direct access, in a single click, to a page listing all supporting companies. In the Panel's view, it was likely that visitors to the website would understand that Novo Nordisk had supported the conference through an exhibition package. The Panel therefore ruled **no breach of Clause 5.6**

Diabetes conference social media advertisements

The Panel noted that, in response to the allegation regarding social media advertisements, Novo Nordisk had made submissions in relation to a number of social media platforms. However, noting that the complainant's supporting evidence related solely to the diabetes conference LinkedIn and Facebook profiles and posts, the Panel limited its consideration to the advertisements on these platforms. The Panel interpreted 'advertisements on social media' to mean the social media posts. In this regard the complainant provided screenshots of;

- two LinkedIn posts – one from two weeks prior to the conference and the other from the day before the conference. Both posts contained a reminder of the date and venue of the meeting. Additionally, the post from the day before the meeting also contained logistical information on how to travel to the venue by public transport, and
- four Facebook posts - the first post included photographs of four of the speakers at the conference along with the tag line "*Keynote Theatre*". The three remaining posts all included the time and title of an agenda item alongside the name and a photograph of the speaker.

Novo Nordisk submitted that both the LinkedIn and Facebook profile pages for diabetes conference contained a declaration of involvement statement in the "About Us" section however; the Panel considered that the nature of social media was such that it was likely that LinkedIn and Facebook users would see the posts in their own feed rather than on the diabetes conference profile page. In the Panel's view this meant it was possible that a health professional could view an advertisement without being made aware of the involvement of pharmaceutical companies and specifically Novo Nordisk.

The Panel concluded that the presence of a declaration of involvement statement in the "About Us" section of the profile page did not preclude the need for the posts themselves to comply with the requirements of Clause 5.6 of the Code.

On the evidence before the Panel, neither the LinkedIn nor the Facebook posts included a reference to the meeting being sponsored by Novo Nordisk or by the wider pharmaceutical industry. On that basis, the Panel ruled a **breach of Clause 5.6** in relation to the LinkedIn posts and a **breach of Clause 5.6** in relation to the Facebook posts.

Diabetes conference programme

The Panel noted that the complainant's allegation referred to both an online and printed event programme however, Novo Nordisk submitted that there was no printed programme for the event and that the only printed material for the event was a floorplan. The Panel considered that the allegation was specifically in relation to the event programme and, as the complainant had not provided evidence of a printed programme, the Panel made its ruling in relation to the online programme only.

Novo Nordisk submitted that the online programme was hosted on the conference website. The programme webpage included the same header and footer as above with the same declaration of involvement statement, including the hyperlink to the exhibitor's page and the 'Exhibitor List' tab.

The Panel further noted that, where a session was sponsored, the programme included the logo of the sponsoring company.

The Panel noted its above ruling that the wording of the declaration on the website (and therefore the online programme) made it sufficiently clear that the conference was supported by the pharmaceutical industry and that the nature of that support included exhibition packages. The Panel therefore ruled **no breach of Clause 5.6**.

Alleged failure to maintain high standards and bringing discredit upon the industry

The Panel took account of Novo Nordisk's submission that the sponsorship agreement between the company and the conference organiser required that the company's involvement in the meeting was declared.

The Panel noted that the requirement to declare Novo Nordisk's involvement in the meeting was contained within both section three of the sponsorship agreement itself and schedule one to the sponsorship agreement. The sponsorship agreement included the following provisions:

- All meeting materials related to the sponsorship included a declaration of support.
- Specific wording to be included in the declaration statement.
- The declaration should be made immediately available to the viewer in a sufficiently clear and prominent manner to ensure they understand the extent of Novo Nordisk's involvement at the outset.
- That the conference organiser should provide Novo Nordisk with evidence that all meeting materials contain the declaration of support at least ten working days prior to the use of the meeting material.

The sponsorship agreement defined meeting materials as *"any communications, publicity and materials produced by or on behalf of the Organisation in relation to this agreement and used in connection the Meeting set out in this Agreement, including but not limited to any communications or materials created or published analogue, digital, off-line, or online"*.

In the Panel's view, while Novo Nordisk had been let down by the conference organiser, the sponsorship agreement did require that a declaration of sponsorship be made immediately available to the viewer in a sufficiently clear and prominent manner to ensure they understand the extent of Novo Nordisk's involvement at the outset. In that regard, the Panel considered its rulings above adequately and proportionately covered the matter and did not consider it had

been established that Novo Nordisk had failed to maintain high standards. The Panel ruled **no breach of Clause 5.1**.

The Panel noted its comments and rulings above and did not consider that the particular circumstances of this case warranted a ruling of a breach of Clause 2, which was a sign of particular censure. **No breach of Clause 2** was ruled.

Complaint received **26 November 2025**

Case completed **30 June 2026**