

CASE/0715/09/25

COMPLAINANT v NEURAXPHARM

Allegations about the absence of a declaration of sponsorship in a charity's news article

CASE SUMMARY

This case was in relation to a conference summary which had been published on the website of a patient organisation. The complainant alleged that the event, which was the patient organisation's annual conference, had been sponsored by Neuraxpharm but that the conference summary did not outline Neuraxpharm's declaration of involvement.

The outcome under the 2024 Code was:

Breach of Clause 10.10	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 to maintain high standards at all times

**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 Neuraxpharm UK Ltd from a contactable complainant who described themselves as a health professional.

COMPLAINT

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

"The [named patient organisation] conference 2025 has been sponsored by Neuraxpharm. [URL provided]. The [named patient organisation] has provided a conference summary but the summary does not outline Neuraxpharm declaration of involvement. Neuraxpharm UK medical lead should have checked the summary prior to release by [named patient organisation] to enable transparency of Neuraxpharm funding to readers but had failed to do so. High standards have not been maintained. Clauses 10.10, 5.1 and 2 are in breach."

When writing to Neuraxpharm, the PMCPA asked it to consider the requirements of Clauses 5.1 and 10.10 of the 2024 Code. The case preparation manager (CPM) determined that Clause 2 was not warranted in this case therefore Neuraxpharm was not required to respond to this clause. The complainant did not disagree to this approach. The CPM initially asked

Neuraxpharm to respond to the complaint under the abridged complaints' procedure, however it did not agree to this, therefore the CPM determined that the complaint should be progressed through the full complaints' procedure.

NEURAXPHARM'S RESPONSE

The response from Neuraxpharm is reproduced below:

"Further to your letters dated 10th September and 6th October 2025, please find below the response from Neuraxpharm relating to each alleged clause breach (5.1 and 10.10) of the 2024 ABPI Code of Practice.

The complainant alleges that the [named patient organisation] have provided a conference summary but that they do not declare Neuraxpharm's involvement.

Neuraxpharm will provide details of the third-party meeting, our involvement, our sponsorship and relevant contractual agreements and email correspondence with the organiser. We hope this will furnish you with sufficient information so that the Panel may make a ruling based on the balance of evidence.

The meeting

The [named patient organisation], is a UK charity that acts as a patient organisation, providing information, support and services for people with [named medical condition] and their families/carers. Every year the organisation runs an annual meeting, the [named patient organisation] Conference. This meeting is primarily intended for and attended by UK nurses, acting as the primary [named medical condition] nurse meeting in the [named medical condition] events calendar.

The [named patient organisation] conference is sponsored by eight pharma companies and usually runs for three days towards the end of March. This year, the meeting took place from Sunday 23rd March to Tuesday 25th March at the Leonardo Hotel and conference venue centre, Hinckley Island.

Sponsorship

Neuraxpharm provided financial support (by way of sponsorship) for this [named patient organisation] meeting. Neuraxpharm opted for the Platinum/Tier one option, at a total cost of £[value] (plus VAT). This entitled Neuraxpharm to receive the following tangible benefits:

- Choice of tier one stands
- 45 min stand-alone satellite symposium (including first choice of the time slots available)
- Exhibition space of 4m x 3m
- Twelve exhibitor passes per day
- Company logo on the conference web site
- Individual adverts running on venue screens
- Company logo on sponsorship acknowledgement boards situated around the venue

Full ongoing support from the health professional programmes team to optimise and manage your conference experience

The written agreement for the sponsorship (page 3 of agreement), sets out clearly the expectations of the organiser with regards to declaration of sponsorship. The agreement required the organiser to abide by the following requirements:

'Please use this declaration of sponsorship on all agendas, invitations and related documents (including websites) from the outset as detailed in clause 4 of the "Terms of Sponsorship" below:

Neuraxpharm UK Ltd has provided financial support for this meeting but has had no involvement in the agenda other than the stated Neuraxpharm satellite symposium. Neuraxpharm has had no input in the logistical arrangement of the meeting'

Clause 4 in the 'Terms of Sponsorship' was explicit to state the following:

- Declaration should be present on **any output** of the sponsorship
- Declaration must be sufficiently prominent at all times that attendees and/or readers are aware of it from the **outset**
- If organising the meeting you agree to use the agreed declaration of sponsorship on all papers relating to the meeting and **any published proceedings**

Additional due diligence undertaken by Neuraxpharm

Above and beyond ensuring that the written agreement for the sponsorship of the meeting was clear and fit for purpose, Neuraxpharm undertook additional steps to ensure that the highest standards were met. Prior to the meeting, Neuraxpharm appraised the [named patient organisation] website where the declaration of sponsorship statements for all companies was to be hosted and found that this section was not adequate to meet the standards of the Code.

On the 3rd of February, the UK Medical Lead emailed the chair of the organisation, [named individual], formally asking [them] to review the website and upgrade it accordingly. A subsequent email was sent to [the] chair on the 6th of March, reminding [them] again that it was imperative for the [named patient organisation] website to be updated. In this email the UK Medical Lead mentioned once again the need for **all relevant materials (agendas, flyers etc) as well as the website** to be updated and to include the appropriate declaration of sponsorship statement as specified in the written agreement.

On the 12th of March, the UK Medical Lead followed up to thank the organiser for having updated the relevant part of the website for industry sponsorship – see screenshot. **Therefore, the [named patient organisation] website had a clear page dedicated for declaration of support across all sponsors.**

An additional request was made at this point to flag that the Neuraxpharm satellite symposium, being held on Sunday 23rd March at 6pm be clearly marked as

'promotional' in the conference programme. Once again, this was a step taken to ensure that the highest standards of compliance were met.

The complainant

The complainant has alleged that a 'conference summary' published on 3rd of April on the [named patient organisation] website fails to declare sponsorship of the meeting by Neuraxpharm UK Ltd. The article in question appears on the [named patient organisation] website under the 'News and Stories' tab.

The post in question appears under the following pathway:

- Home/News&Stories/[name patient organisation] Conference – what did we learn and what does it mean for you? [URL provided].

Neuraxpharm had no prior knowledge of this post and only became aware of it because of this PMCPA complaint. At no point did anyone from the [named patient organisation] reach out to Neuraxpharm to either advise, inform or seek guidance regarding the post. The post was published without any oversight or involvement from Neuraxpharm.

It is not clear to Neuraxpharm whether the complainant has made the same allegation versus the other seven sponsors. If they have not, then this would indicate that this allegation is not a genuine one about Code compliance, but instead a disgruntlement and/or malicious targeting against Neuraxpharm.

We would appreciate a level of consideration on this matter, as there is an issue of practicality involved. Is it really expected that 8 companies should approve a document they have no knowledge of, which does not mention the pharmaceutical industry or any products by brand or molecule? The [named patient organisation] posting was clearly a review of their conference and was published on their own volition.

Conclusion

Neuraxpharm takes adherence to the Code, both in spirit and in action very seriously. To this end, Neuraxpharm has demonstrated, that within the remit of all necessary steps it could have taken to ensure compliance to the highest standards, it did take all measures to ensure that:

- There was a robust written agreement in place with emphasis on the need for the third party to ensure that declaration of sponsorship was prominent from the outset, sufficiently prominent and present in all relevant materials (including websites and any published proceedings)
- Neuraxpharm proactively engaged with the chair of the organisation over multiple rounds of emails to get them to upgrade their webpage dedicated to industry sponsorship

- Neuraxpharm proactively requested the [named patient organisation] to emphasise on the conference programme the promotional nature of the satellite symposium

Neuraxpharm took all reasonable steps to comply with all relevant clauses of the Code and to uphold the highest standards. To imply that a company should have oversight of every material and/or activity related to the meeting that it sponsored, after the meeting/activity has taken place, is not feasible. All measures were in place at the point of contracting and prior to the meeting to mitigate the risk of potential code breaches.

Neuraxpharm had in place a written agreement clearly specifying that a prominent, accurate declaration was required at the outset on all material relating to the meeting. Neuraxpharm performed due diligence by checking that it had been executed correctly on the material that we were aware of.

As such, Neuraxpharm refute any breach of clause 5.1 and 10.10.

We hope this information is clear and please do let us know if you need further information from us.”

PANEL RULING

This case was in relation to a conference summary which had been published on the website of a patient organisation. The complainant alleged that the event, which was the patient organisation’s annual conference, had been sponsored by Neuraxpharm but that the conference summary did not outline Neuraxpharm’s declaration of involvement.

Conference summary

Clause 10.10 of the Code required 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.

The webpage at issue appeared to be an article published in the ‘News & stories’ section of the patient organisation’s website. The article was titled “[Named patient organisation] Conference – What did we learn and what does it mean [sic] for you?” and proceeded to “reflect on some of the key takeaways” from the conference and what they mean for patients living with a specific named condition.

Neuraxpharm submitted that the patient organisation runs an annual conference which was sponsored by eight pharmaceutical companies, including Neuraxpharm. The written agreement for the sponsorship set out clearly Neuraxpharm’s expectations of the patient organisation with regard to a declaration of sponsorship. The agreement stated. “Please use this declaration of sponsorship on all agendas, invitations and related documents (including websites) from the outset as detailed in clause 4 of the ‘Terms of Sponsorship’ below”. The exact wording of the declaration was outlined in the agreement.

Neuraxpharm further submitted that it had taken additional steps in the run up to the conference, appraising the patient organisation website, to ensure that it included the appropriate declarations of sponsorship in accordance with the agreement and with the Code.

Neuraxpharm submitted that it had no prior knowledge of the article in question, and it was published without any oversight or involvement from Neuraxpharm.

The Panel considered that the article in question provided “key takeaways” from the conference, including statements regarding the diagnosis and treatment of the specific medical condition, and linked these to what it might mean for patients. Whilst noting that no specific medicines were mentioned, the Panel considered the article to be both material relating to a sponsored event and published proceedings of a sponsored event, and so the requirements of Clause 10.10 applied.

The Panel noted that the article made no mention of pharmaceutical companies. There was no instruction where further information on any sponsors could be found. Neuraxpharm submitted that the patient organisation website had a clear webpage dedicated for declaration of involvement across all sponsors. The Panel noted, however, that this webpage, ‘Our sponsors 2025’ appeared to be in a different section of the website to the article. The article did not include a link to the ‘sponsors’ webpage and it was not clear from the navigation tools visible on the article webpage how a reader would locate the ‘sponsors’ webpage. The Panel considered that an individual viewing the article at issue would not have been aware that Neuraxpharm had provided sponsorship or that there was any industry involvement in the conference.

The Panel considered that transparency was key and that Neuraxpharm had been let down by the patient organisation in not including a declaration of sponsorship on the conference summary article. Having considered the evidence before it and its comments above, the Panel concluded that a declaration stating that the event was sponsored by Neuraxpharm was not included in the conference summary article, nor was it clear to a reader where such information could have been found. The Panel therefore ruled a **breach of Clause 10.10**.

High standards

The Panel noted that the sponsorship agreement between Neuraxpharm and the patient organisation stated:

*“Please use this declaration of Sponsorship on **all agendas, invitations and related documents (including websites)** from the outset as detailed in clause 4 of the ‘Terms of Sponsorship’ below.” (emphasis present in agreement)*

“Neuraxpharm UK has provided financial support for this meeting but has had no involvement in the agenda other than the stated Neuraxpharm satellite symposium. Neuraxpharm has had no input in the logistical arrangement of the meeting”

Clause 4 of the agreement, under Terms of Sponsorship, stated:

*“**Declaration of Sponsorship.** You agree to clearly acknowledge Neuraxpharm and the Sponsorship by using the agreed declaration of sponsorship, set out above in the ‘the Sponsorship’ section of this agreement, on any output of the Sponsorship, which must be sufficiently prominent at all times to ensure that meeting attendees and/or readers are*

aware of it from the outset. If organising the Meeting, you agree to use the agreed declaration of sponsorship on all papers relating to the Meeting and any published proceedings.”

The Panel considered that the relevant requirements with regard to declaration of sponsorship were included in the agreement between the patient organisation and Neuraxpharm. The Panel noted that Neuraxpharm had taken steps prior to the meeting to ensure that the patient organisation included the declaration of sponsorship on all relevant meeting materials as well as the website. The Panel considered that the failure to include a declaration of sponsorship was adequately covered by its ruling of a breach of Clause 10.10. Based on the totality of information before it, the Panel did not consider that the complainant had established that Neuraxpharm had failed to maintain high standards, and it ruled **no breach of Clause 5.1**.

Complaint received **1 September 2025**

Case completed **5 May 2026**