

COMPLAINANT v ELI LILLY

Allegations about an obesity meeting

CASE SUMMARY

This case was in relation to a conference which had been sponsored by pharmaceutical companies, including Eli Lilly. 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	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 (x2)	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 Eli Lilly.

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

ELI LILLY'S RESPONSE

The response from Eli Lilly is reproduced below:

"We acknowledge your letter dated 17 April 2025 and its attachments, detailing a complaint regarding allegations about an obesity meeting.

Lilly takes compliance very seriously and understands and fully respects the ABPI Code of Practice.

The complaint is regarding the [named obesity annual conference] held on Friday 7th March 2025 organised by [named conference organiser]. This meeting is held annually in the UK and is a dedicated event for healthcare professionals to further develop their understanding about the field of Obesity and Weight Management. The organising company was [named conference organiser], an independent organisation which specialises in events and medical education as well as content, PR, digital and campaigns in healthcare. Sponsor organisations had no editorial input or control over the agenda, content development, choice of speakers or inviting and vetting attendance.

Lilly notes the complaint was made on the 20th February 2025 to the event organisers, at which point Lilly was not a sponsor of the event. Lilly did subsequently become a sponsor and in alignment with Lilly policies and procedures, a sponsorship agreement between Lilly UK and [named conference organiser] was signed on the 3rd March 2025. The agenda supplied as part of the complaint without sponsorship declaration was therefore in use prior to Lilly becoming a sponsor. We have confirmed with the event organiser that the agenda accessed on the 16th April was updated on 5th March 2025 after the sponsorship agreement was signed by Lilly, however this was after the complaint was received.

Lilly's interpretation is that the complainant raised the issue on 20th February with the event organiser and has supplied the documents which were in use prior to Lilly signing the sponsorship agreement with the organiser. We believe therefore that Lilly is out of scope of the complaint. However, we would be happy to provide all relevant documents if PMCPA decides otherwise.

We hope the explanation above addresses the concerns of the complainant and we remain available for any further questions or clarifications."

FURTHER RESPONSE FROM ELI LILLY

Further information was provided by Eli Lilly in response to a request for additional information. The response from Eli Lilly is reproduced below:

"Thank you for your email dated 16th May 2025 in reply to our first letter of response regarding allegations about an obesity meeting. We acknowledge the additional screenshot provided of the agenda, taken on 17 April by PMCPA, upon receipt of the complaint. This assists our investigation further.

Lilly is deeply committed to supporting the education of healthcare professionals and is equally committed to conducting this work consistent with established standards. Lilly takes compliance very seriously and understands and fully respects all applicable laws and regulations including the ABPI Code of Practice. The complaint is regarding the [named obesity annual conference]. This meeting is held annually in the UK and is a dedicated event for healthcare professionals to further develop their understanding about the field of Obesity and Weight Management.

The organising company for the [named obesity annual conference] was [named conference organisers], an independent organisation which specialises in events and medical education as well as content, PR, digital and campaigns in healthcare. Lilly UK was not involved in organising the event, nor had any role in developing the agenda, selecting speakers, advertising the event, or the invitation and vetting of HCPs, save as set out below. [Named conference organisers] offered sponsorship opportunities to pharmaceutical companies to support the conference; Lilly UK was one of several pharmaceutical company sponsors. Lilly UK sponsored the conference as Platinum Sponsor with a sponsorship agreement in place between Lilly UK and [named conference organisers]. Lilly's sponsorship package for the event included one 40-minute symposium and an exhibition stand.

Lilly's sponsorship of this event was arm's length in nature with the only exception being the Lilly sponsored symposium and Lilly exhibition stand as outlined in section 4 '*Lilly UK's Independence*' of the sponsorship agreement between Lilly UK and [named conference organisers]. Lilly therefore had no involvement in the invitation or vetting of HCPs, or the advertisement of this educational event, this was managed by [named conference organisers].

We have investigated the complaint and structured our response according to the timelines leading up to Lilly signing the sponsorship agreement, and the actual event.

18th February 2025: Complainant accessed conference website

Lilly notes within the complaint documentation, the complainant accessed the [named obesity annual conference] website on the 18th February 2025. Following which the complainant emailed the organisers on 20th February. At this stage, Lilly had not agreed to sponsor the event and, as such, did not appear on any materials related to the conference.

3rd March 2025: Sponsorship agreement between Lilly UK and [named conference organisers] signed

Lilly UK sponsored the [named obesity annual conference] as Platinum Sponsor with a sponsorship agreement in place between Lilly UK and [named conference organisers], signed on 3rd March 2025. Section 6 '*Disclosure of Financial Relationship*' of this sponsorship agreement specifies '*The Sponsored Organisation will recognise Lilly's sponsorship in a prominent and written manner from the outset and on each material*'. Upon signature of the agreement, Lilly certified the final online agenda and a conference workbook to be used at the event with a prominent description of Lilly's involvement:

“This is a promotional symposium developed and funded by Lilly for UK healthcare professionals. Lilly products will be discussed. Lilly has provided a sponsorship towards this Conference, however, have had no input, control or influence over the agenda, speaker selections, presentations or collateral content, except for this symposium session.”

The date the complainant accessed the conference website fell prior to signature of the contract between Lilly UK and [named conference organisers] on 3rd March 2025, and therefore prior to Lilly’s involvement in the conference.

5th March 2025: [Named conference organisers] published final agenda online

Following signature of the sponsorship agreement between Lilly UK and [named conference organisers] and Lilly certification of the final agenda with declaration of Lilly’s involvement, [named conference organisers] published the final agenda online on 5th March.

7th March 2025: Conference workbook distributed at conference

The certified conference workbook with clear declaration of Lilly’s involvement in the meeting (outlined above) was distributed at the conference to all delegates.

17th April 2025: PMCPA accesses conference website

Lilly notes within the complaint documentation that the PMCPA accessed the conference website on 17th April 2025. The complainant alleged a failure to fully declare sponsorship overtly at the outset which the complainant accessed on the 18th February 2025.

This page included a top line agenda with clear instructions on how to download the full agenda at the outset with the following wording at the top of the webpage ‘Full agenda with timings can be downloaded below’. The top line agenda was added to the website by the organisers on 5th February 2025 prior to signing the sponsorship agreement with Lilly and clearly highlighted there would be sponsored symposia and included a declaration of sponsorship from pharmaceutical companies: “We have received funding by means of sponsorship from multiple pharmaceutical companies to support the delivery of our national conference. 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”.

While sponsors were not named on the top line agenda it is clearly stated at the outset the event had been sponsored by multiple pharmaceutical companies. A detailed agenda was available to download from the outset including Lilly’s declaration of sponsorship from 5th March following signature of the sponsorship agreement and certification of the material by Lilly. We believe it is reasonable to assume an HCP would wish to view the full agenda prior to deciding whether to attend the conference, at which point they would see Lilly and other pharmaceutical companies specifically named as sponsors.

In relation to **clause 10.10** *'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.'* Following signature of the sponsorship agreement between Lilly UK and [named conference organisers] the meeting agenda was updated online with prominent declaration of Lilly's involvement. This was easily accessible by clicking the 'Agenda' button at the top of the '2025 Agenda' webpage. The '2025 Agenda' webpage included two prominent mentions of 'Sponsored symposia' and a sponsorship declaration making it clear at the outset that the meeting was sponsored by pharmaceutical companies. We do not believe therefore that there has been a breach of 10.10."

PANEL RULING

This case was in relation to a conference which had been sponsored by pharmaceutical companies, including Eli Lilly. 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 conference 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 2025. 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)

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.

Lilly submitted that at the time the complainant accessed the website (20th February 2025), Lilly had not yet agreed to sponsor the event and so did not appear on any materials relating to the conference. The sponsorship agreement between Lilly and the conference organisers was not signed until 3rd March 2025.

The Panel noted that at the time the complainant likely accessed this agenda (20th February 2025), Lilly had not agreed to sponsor the event. As such there was no requirement for a prominent declaration of sponsorship at the outset, at that specific point in time. The Panel, therefore, ruled **no 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 “Lilly Promotional Sponsored Symposium” accompanied by a clear Lilly logo, beneath which was the title of the session. Immediately underneath the title was the following declaration in smaller font:

“This is a promotional symposium developed and funded by Lilly for UK healthcare professionals. Lilly products will be discussed. Lilly has provided a sponsorship towards this Conference, however have had no input, control or influence over the agenda, speaker selections, presentations or collateral content, except for this symposium session”.

At the bottom of the page, the same general declaration as was on agenda version 1 appeared. However, in this version, above the declaration text, a prominent logo for Lilly appeared and they were listed as a platinum sponsor.

Lilly submitted that following the signing of the sponsorship agreement between Lilly and the conference organiser, the meeting agenda was updated online with a prominent declaration of Lilly’s involvement. This final agenda was certified by itself and subsequently published online on 5th March 2025 and could be accessed via a link on the ‘2025 agenda’ page on the conference website.

Taking into account that the agenda featured two prominent Lilly logos, that Lilly was listed as a platinum sponsor, and that there was a distinct declaration statement about Lilly’s involvement, the Panel considered that a viewer of this agenda would be aware of Lilly’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."

Lilly submitted that whilst sponsors were not named on the topline agenda, it was clearly stated at the outset that the event had been sponsored by multiple pharmaceutical companies. Lilly further submitted that it believed it would be reasonable to assume that a health professional would wish to view the full agenda prior to deciding whether to attend the conference, at which point they would see Lilly and other pharmaceutical companies named as sponsors.

The Panel noted that the screenshot of the webpage had been taken more than a month after the conference, but 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 requirements of that clause, as detailed above, applied.

The Panel noted Lilly's submission that the linked full agenda clearly documented Lilly as a sponsor. The Panel understood this full agenda to be the Agenda version 2 which they had already ruled upon above. However, the Panel considered that it was an established principle that material had to be capable of standing alone with regard to the requirements of the Code.

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. Contrary to Lilly's submission that the declaration informed viewers that the conference was sponsored by pharmaceutical companies, 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.

The Panel considered that transparency was key. 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 Lilly 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 Lilly and the conference organisers stated:

“The Sponsored Organisation will recognise Lilly’s sponsorship in a prominent and written manner from the outset and on each material. As a minimum, in recognition of Lilly UK’s financial support, the Sponsored Organisation undertakes to ensure that Lilly’s sponsorship is appropriately acknowledged on all materials and at minimum should include the statement ‘Sponsored by Eli Lilly and Company Limited’ and include a prominent display of the Lilly logo. 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 there was no evidence provided by the complainant to support an allegation that Lilly had failed to maintain high standards. A sponsorship agreement with a requirement to declare Lilly’s sponsorship in a prominent manner from the outset on all material was in place. The Panel, therefore, did not consider that Lilly had failed to maintain high standards and ruled **no breach of Clause 5.1**.

Complaint received **16 April 2025**

Case completed **2 March 2026**