

COMPLAINANT v GSK

Allegation about disclosure of company involvement

CASE SUMMARY

This case concerned two webpages on a named healthcare organisation's website. It was alleged that GSK had sponsored the healthcare organisation's conference but that the sponsorship was not clearly declared at the start of the conference programme overview webpage or the agenda webpage.

The outcome under the 2021 Code was:

Breach of Clause 25.3 (x2)	Failing to ensure 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
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 about GlaxoSmithKline UK Limited was received from a complainant who described themselves as a health professional and later became non-contactable.

COMPLAINT

The complaint wording is reproduced below:

"[Named healthcare organisation] conference had been sponsored by GSK. However, the sponsorship declaration was not provided from the start of the conference programme overview or on the agenda. A clear declaration from the beginning was needed for healthcare professionals to understand GSK involvement within the [named healthcare organisation] conference. This was absolutely paramount for transparency. Link for case prep manager to view the conference programme is [URL provided] link to agenda is [URL provided] Judging from the information in the ABPI code, there is a breach of 25.3, 5.1 and 2."

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

GSK'S RESPONSE

The response from GSK is reproduced below:

"Thank you for your letter dated 4th June 2024 wherein you informed GSK that an anonymous complainant has raised concerns about the declaration of sponsorship on two weblinks related to the [named healthcare organisation's] annual conference. GSK is committed to following both the letter and the spirit of the ABPI Code of Practice and takes all complaints very seriously.

The complainant stated that '*sponsorship declaration was not provided from the start of the conference programme overview or on the agenda. A clear declaration from the beginning was needed for healthcare professionals to understand GSK involvement within the [named healthcare organisation] conference.*'

Links at issue:

1. Conference Programme – [URL provided]
2. Conference Agenda – [URL provided]

GSK was asked to consider the requirements of Clauses 25.3, 5.1 and 2 in our response.

[Named healthcare organisation] and [Named healthcare organisation's] annual conference

The [named healthcare organisation] is a medical professional organisation for [specialty] nurses. It was established in 1997 as a nursing forum to champion the [specialty] nursing community, promote excellence in practice, influence [specialty] health policy and the direction of [specialty] nursing care. [Named healthcare organisation] is led by an Executive Board, staffed by [specialty] nurses, and delivers its work through several subcommittees and regional groups, administered by [specialty] nurses. The [named healthcare organisation] annual conference was held on [dates in] May 2024, at [venue] in [UK location]. GSK was one of five sponsors – four pharmaceutical companies ([list of names]) and a medical devices company ([named company]). The format of the conference was as per other medical conferences, with academic sessions, poster presentation sessions and an exhibition hall with company stands. Of note, there was a pre-conference symposium sponsored by [another pharmaceutical company] on the evening of [date] and while this is not part of the conference, it does appear in conference material.

[Named healthcare organisation] members and other healthcare professionals involved in [specialty] nursing were the intended audience for the conference. It is reasonable to assume such an audience would be familiar with the format of medical conferences, and aware that third party organisations, including pharmaceutical companies, partner in sponsoring such events in return for exhibition stand space and/or sponsored symposia. Such conferences play an important educational role for HCPs and monies received through sponsorship packages allow organisers to ensure that the required costs for delegates do not become prohibitive.

[Named healthcare organisation] has a website [URL provided]. All sponsors working with [named healthcare organisation] are visible at the bottom of every page of the [named healthcare organisation] website, within a ribbon entitled 'Partner organisations'. This ribbon has a logo for each of the sponsoring companies, set out in alphabetical order. GSK is the fourth logo on display. The title 'Partner organisations' is hyperlinked to the dedicated 'Partners' webpage'. This can also be found under the 'About us' tab on the [named healthcare organisation] website. The 'Partners' webpage begins with a statement of thanks to partner organisations and displays the company logos and information on the company profiles. The GSK logo is accompanied by a hyperlinked web address to the GSK corporate site, [URL provided].

Links provided by the complainant:

The two links at issue have [healthcare organisation].co.uk as the domain. Neither link is currently accessible from the [named healthcare organisation] website, but both are searchable online using key words. Both links were produced and are owned by [named healthcare organisation].

Link 1 [URL provided] is to a pre-conference programme overview webpage. The page summarises key aspects of the conference including dates, location, how to register, key speakers and activities such as the pre-conference evening symposium, conference dinner, award ceremony and wellbeing sessions. Of note, the jpeg of the programme Link 1 provided from the PMCPA differs from that which appears online, with several images not showing. GSK has based this response on the online version.

At the end of the programme webpage in Link 1, the company logos of all sponsors, including GSK, can be seen under the title 'Partner organisations'. As per the standard ribbon on all pages of the [named healthcare organisation] website, this title is hyperlinked to the dedicated 'Partners' page, which again displays each company logo and a company description. In the case of GSK, this is the GSK company logo and link to the GSK corporate site on [URL provided].

In addition, beneath the overarching title of 'Conference Programme', it states 'You are here: Home/Conference Programme. This indicates that Link 1 was accessible from [named healthcare organisation's website] homepage. As stated above, all pages on the [named healthcare organisation's] website display partner logos and a hyperlink to the 'Partners' webpage, so it is somewhat likely that a reader has already encountered to the names of the companies which partner with [named healthcare organisation]. The top of the webpage also displays the tab 'About us' which can also be used to navigate to the dedicated 'Partners' page.

In the top 1/3rd of the programme webpage is a green box entitled 'Click here to view the [named healthcare organisation] Conference 2024 Programme'. This connects to Link 2 [URL provided] which is a pdf of the detailed conference agenda that includes timings, room allocations and the title and speaker names associated with the academic sessions. Each session on the agenda has a descriptive title in bold font, in advance of any specifics. These titles signpost the different types of sessions to readers e.g., '**Keynote speaker**', '**Session 2**', '**Sponsored symposium**'. For each company sponsored symposium, the title '**Sponsored symposium**' is followed by the

company name. GSK's sponsored symposium was on [date and time], and starts with **'Sponsored symposium – GSK'**, followed by the symposium title and speaker names.

At the end of the page in Link 2, there is a paragraph detailing the exact nature of company sponsorship.

Sponsors and exhibitors have provided sponsorship towards the event costs of this independent programme. They have had no editorial input into or control over the agenda, content development or choice of speakers, nor opportunity to influence except for industry sponsored symposia presentations. The full list of sponsors can be found [URL provided].

While these statements are in a slightly smaller font size than that of the programme, it is differentiated by being bold, italicised, and having a noticeable blue hyperlink. The hyperlink brings readers to an [named healthcare organisation] webpage entitled 'Exhibitors'. This page shows company logos and a company description. Adjacent to the GSK logo is a link to GSK corporate site [URL provided] and the following, certified company description:

GSK are a global biopharma company with a purpose to unite science, technology and talent to get ahead of disease together. We aim to positively impact the health of 2.5 billion people by the end of 2030. Our bold ambitions for patients are reflected in new commitments to growth and a step-change in performance.
[job code and date]

GSK's relationship with [named healthcare organisation] and involvement in the conference.

GSK signed an event sponsorship contract with [named healthcare organisation] on 13th March 2024. The contract details the agreement whereby GSK contributed [sponsorship amount] towards the event costs associated with the [named healthcare organisation] annual conference. GSK sponsorship constituted approximately 15% of the total sponsorship of the event. The detailed sponsorship entitlements are set out in Schedule 1 of the contract, with the main benefits being a 30-minute sponsored symposium and large exhibition stand, both of which GSK was fully accountable for. The following entitlements in Schedule 1 are related to the congress:

Recognition:

- Partner logo on the footer of all website pages
- Partner logo, profile description, links and contact details on Partner's page on website
- Partner logo on conference related materials.

Conference:

- Large exhibition stand (6x2m)
- Six stand personnel/conference places
- Acknowledgement of sponsorship and promotion on conference emails, programme, website and app.
- 30-minute sponsored symposium
- App flashing banner

- Dedicated pre- and post-event email.

GSK had no role in the organisation of the congress. As set out in Clause 2 of the contract under Responsibility of the Organiser, the 'Organiser is solely responsible for the conduct of the Event. Organiser, and/or the speakers chosen by Organiser, has or have full control over all content of the Event'.

As requested by the PMCPA, the 'arrangements for disclosing the involvement of GSK' are as set out in Section 5 of the contract entitled Declaration of GSK's Sponsorship to Event attendees.

5.1 Organisers shall ensure that all potential attendees are aware, before the date of the Event, that GSK is providing Sponsorship for the Event but had no influence over, or input into, the Event agenda or content, or selection of speakers and, if relevant, whether GSK staff are attending and whether GSK will have a promotional stand (or virtual equivalent) at the Event.

5.2 Material produced and distributed or displayed by, or on behalf of Organiser in relation to the Event and all materials distributed or displayed at the Event, shall include a declaration of Sponsorship referred to in Clause 5.1 above in a form acceptable to GSK and in a sufficiently prominent position to ensure that those reading or viewing the materials are aware of such Sponsorship details.

In accordance with these clauses, GSK can confirm that it examined the sponsorship declarations on the [named healthcare organisation] conference webpage, exhibitor page and the agenda pdf in advance of the conference and deemed the final sponsorship declarations to be acceptable.

Consideration of PMCPA Clauses.

Clause 25.3 states *'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.'*

In accordance with this Clause, the pre-conference programme webpage (Link 1) shows the GSK logo within the 'Partner Organisations' ribbon at the bottom of the page, has a hyperlink to the 'Partners' webpage which included GSK logo and link to the GSK company profile, and sits within the [named healthcare organisation's website] domain where, as described above, every page displays the GSK logo under the heading of 'Partners Organisations'.

On the programme webpage (Link 1) the size of the GSK logo is generous, appearing at least as large as other headings on the page. The variability of colour, font and design across the different company logos helps to draw attention to them at the end of the page. The placement of the sponsor logos is considered appropriate as the webpage is owned by [named healthcare organisation], a professional medical association, and designed for the purpose of advertising their annual conference. As per the statement on the agenda, sponsoring companies had *'no editorial input into or control over the agenda, content development or choice of speakers, nor opportunity to*

influence except for industry sponsored symposia presentations.' Over the two-day conference, there were approximately 12 hours of plenary and poster sessions, of which only two hours were sponsored symposia. GSK considers the sponsorship declarations for this independently organised, medical professional meeting to be in line with industry standards nationally and internationally.

The detailed conference agenda in Link 2 signposts the GSK session, in bold text, as a 'Sponsored symposium – GSK'. The agenda details the extent of company involvement and influence in bold, italic statements at the base of the agenda. This contains a hyperlink to the exhibitor webpage containing GSK logo, link to GSK corporate site and a company description.

Hence GSK concludes that any potential conference delegates viewing Link 1 as part of their decision-making process on whether to register or not for the [named healthcare organisation] annual conference, could see that GSK was a sponsor from the outset. Similarly potential or actual delegates viewing the agenda in Link 2 could see that the session at [date and time] was a sponsored symposium by GSK..

GSK therefore respectfully refutes a breach of Clause 25.3.

Congress sponsorship is an important activity for GSK which we consider beneficial to healthcare professionals and ultimately patients. GSK understands the requirements of the Code and has comprehensive processes in place to ensure compliance with GSK standard operating procedures and the ABPI Code of Practice. In the case outlined above, GSK has demonstrated it had a contract with the [named healthcare organisation] which included, inter alia, the need for the event organiser to clearly declare GSK's sponsorship in all relevant materials, including before the event. GSK reviewed the conference webpage and agenda to ensure that the sponsorship declaration was present and appropriate prior to the conference. GSK believes that the requirements of the Code have been met and that high standards have been maintained, and thus refutes a breach of clause 5.1. Accordingly, GSK also refutes a breach of clause 2.

In conclusion, GSK strongly believes its sponsorship of the [named healthcare organisation] annual conference was transparently declared, at the outset, to potential delegates and registered delegates alike, and that this is fully compliant with both the letter and the spirit of the ABPI Code of Practice. GSK therefore refutes all the allegations made by the anonymous complainant. Please do not hesitate to ask if any further clarification or information is required.

PANEL RULING

This case concerned two webpages on a named healthcare organisation's website. It was alleged that GSK had sponsored the healthcare organisation's conference but that the sponsorship was not clearly declared at the start of the conference programme overview webpage or the agenda webpage.

The Panel noted GSK's submission that it had provided sponsorship for the 2024 conference, which was aimed at a health professional audience, and that the programme indicated the

format was similar to other medical conferences with academic sessions, poster presentations, industry sponsored sessions and an exhibition area with company stands.

The Panel noted the sponsorship agreement set out the cost of sponsorship and its associated entitlements under the following categories: general, recognition, member communication, participation and conference. In relation to the conference, for which GSK was not the sole sponsor, the entitlements included exhibition space, a sponsored symposium, recognition across various conference materials, an app flashing banner and dedicated emails. The declaration requirements for the sponsorship included the following Clauses:

5.1. "Organiser shall ensure that all potential attendees are aware, before the date of the Event, that GSK is providing sponsorship for the Event but has had no influence over, or input into, the Event agenda or content or selection of the speakers"

5.2. "Materials produced and distributed or displayed by, or on behalf of Organiser in relation to the Event and all materials distributed or displayed at the Event, shall include a declaration of details of the Sponsorship referred to in Clause 5.1 above in a form acceptable to GSK and in a sufficiently prominent position to ensure that those reading or viewing the materials are aware of such Sponsorship details".

Programme Overview Webpage

The Panel noted the webpage at issue was headed "Conference Programme" in bold. Although the webpage downloaded by the case preparation manager from the complainant's link was missing some images, the text was the same. The Panel based its ruling on the 'complete' version provided by GSK.

The first section of the webpage included an image containing the healthcare organisation's logo, the date and the venue for the two day 2024 annual conference, along with links to view the programme. This was followed by a "Conference 2024 Programme Launch" image, which listed what it would entail, along with a link to register.

Beneath this were sections for keynote speaker announcements, an industry sponsored symposium the evening before, conference awards and wellbeing sessions.

A section titled "Partner organisations" appeared just above the footer of the webpage, within what appeared to be a static ribbon across the website, where the logos of several companies appeared side by side with equal prominence, including that of GSK. The section title was hyperlinked to a separate "Partners" webpage which displayed the same logos with a brief company description. The Panel observed the page stated "Thank you to all our partner organisations", but gave no information regarding the nature of their contributions nor whether

there was any involvement with the annual conference. In the case of GSK, its company logo and a link to its corporate site was present.

GSK submitted the “Partner organisations” ribbon described above appeared on all pages of the website and that actual or potential delegates at the conference would therefore be aware that GSK had sponsored the annual conference.

The Panel noted the complainant’s allegation that a clear declaration at the beginning was required for health professionals to understand GSK’s involvement in the conference.

Clause 25.3 stated, among other things, 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.

In assessing the programme overview webpage, the Panel first considered the location of the sponsorship declaration. While noting GSK’s submission that every page of the website contained the “Partner organisations” ribbon showing its logo, the Panel observed that it appeared towards the bottom of the webpage. Given the length of the programme overview webpage, and that there were links navigating away from the webpage, the Panel considered it was entirely possible that readers could interact with the content and navigate away without reaching GSK’s logo at the bottom of the page.

The Panel noted that the sponsorship agreement contained a requirement for a declaration of involvement in a “sufficiently prominent position”. However, the agreement did not state that the declaration needed to be made clear from the outset, as required by Clause 25.3. The Panel considered the word “prominent”, without further qualification, was insufficient in this regard.

The Panel further considered whether the nature of GSK’s involvement was unambiguous and accurately reflected the company’s involvement in accordance with Clause 25.3. The Panel observed the “Partner organisations” ribbon contained only logos with no accompanying text to explain the nature of the companies’ involvement. The linked “Partner organisations” webpage, which included logos and brief corporate profiles, again did not provide any information explaining the nature of GSK’s contributions or what it related to.

In the Panel’s view, the presence of GSK’s logo in a static ribbon at the bottom of the webpage did not make it sufficiently clear what the “partnership” entailed. It was unclear whether the support was for the healthcare organisation as a whole or specifically for the annual conference.

The Panel concluded that the location of the logo and the absence of a specific declaration regarding the nature of GSK’s involvement meant that the company’s involvement was ambiguous and thus not clearly acknowledged from the outset such that viewers would know the extent of the company’s involvement and influence over the conference. A **breach of Clause 25.3** was ruled in relation to the conference programme overview webpage.

Conference Agenda webpage

The Panel noted the detailed three-page PDF of the conference agenda was accessible via a link from the conference overview webpage or was searchable online using keywords.

The agenda included a day-by-day breakdown of the conference, with each session labelled by type, such as “Keynote Speaker” or “Sponsored symposium” along with the name of the sponsoring company, title and speaker name(s). The only branding on the agenda was that of the healthcare organisation.

A sponsorship declaration appeared at the end of the three-page document, in smaller and bold, italicised font:

“Sponsors and exhibitors have provided sponsorship towards the event costs of this independent programme. They have had no editorial input into or control over the agenda, content development or choice of speakers, nor opportunity to influence except for industry sponsored symposia presentations. The full list of sponsors can be found [URL].”

The URL in the declaration led to a separate Exhibitors webpage on the healthcare organisation’s website. The page started with “partners and exhibitors have had no input into the agenda of the conference apart from sponsored symposia” and listed each sponsor company’s name, logo, company description and website link, including that of GSK.

It was an established principle that material had to be capable of standing alone with regard to the requirements of the Code. In this regard, the Panel noted the agenda was a standalone document that could be accessed through an online search or via the conference overview webpage, which had already been ruled in breach of the Code above for failing to have a sufficiently clear declaration of GSK’s sponsorship from the outset.

The Panel noted that the session within the agenda sponsored by GSK was clearly labelled as GSK’s symposium at the top of page three.

While GSK’s involvement in its own symposium was identifiable from the agenda content, the Panel did not consider this constituted a clear declaration of its broader sponsorship of the conference, as a whole, at the outset. The declaration, which stated sponsorship had been provided towards the event costs with a hyperlink to the Exhibitors webpage, did not appear until the very end of the three-page agenda in smaller font.

The Panel concluded that the failure to include a clear and unambiguous declaration of GSK’s sponsorship from the outset meant the requirements of the Code had not been met. The Panel ruled a **breach of Clause 25.3** in this regard.

The Panel noted, with concern, its rulings of breaches of Clause 25.3 in relation to both the conference overview webpage and the agenda PDF, due to the lack of a clear and unambiguous sponsorship declaration from the outset. It was well established that transparency was key. However, the Panel did not consider that these breaches, in and of themselves, demonstrated a failure to maintain high standards.

The overview webpage included a “Partner organisations” ribbon featuring GSK’s logo, albeit at the bottom, which may have indicated some form of involvement with the healthcare organisation to readers. Furthermore, GSK’s sponsored symposium was labelled as such within the body of the agenda and although the sponsorship declaration was positioned at the end of the three-page document, it included a hyperlink to a webpage with additional information about all sponsors and exhibitors, including GSK.

With regard to the sponsorship agreement, while it did not specify that the declaration must appear from the outset, it did nonetheless require the organiser to include a declaration of sponsorship in a “sufficiently prominent position” and to ensure potential attendees were informed of GSK’s involvement before the event. In that regard, the Panel considered its rulings above adequately covered the matter and did not consider it had been established that GSK had failed to maintain high standards. On balance, **no breach of Clause 5.1** was ruled.

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 31 May 2024

Case completed 18 September 2025