

AUTH/3763/4/23 - Complainants v Novo Nordisk

Allegation about transfers of value and activities

Complaint submitted to the Prescription Medicines Code of Practice Authority

Full case report: <https://www.pmcpa.org.uk/cases/completed-cases/auth3763423-complainants-v-novo-nordisk/>

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The complainants submitted that in Case AUTH/3525/6/21 – Complainant v Novo Nordisk, Concerns about sponsored courses offered on LinkedIn, the PMCPA ruled that Novo Nordisk had breached the following Clauses of the 2019 ABPI Code: 2, 4.1, 9.1, 9.10, 12.1, 18.1 and 22.4. The breaches resulted in the ABPI Board suspending Novo Nordisk’s membership.

However, the complainants stated the PMCPA did not consider whether Novo Nordisk had also breached the ABPI Code requirements regarding disclosure of payments to health professionals and healthcare organisations as stipulated in Clause 24 of the 2019 Code and Clause 28 of the 2021 Code. The complainants submitted that they had made the following observations regarding Novo Nordisk’s disclosures in Disclosure UK related to this case.

1 Based on the case description in Case AUTH/3525/6/21, the complainants understood that one of the healthcare organisations involved in providing the webinar advertised on LinkedIn was [named training provider]. In the Disclosure UK online search engine, accessed on 13 April 2023, Novo Nordisk reported ‘event sponsorship’ payments to ‘[named training provider]’ in 2020 (£168,000) and 2021 (£42,900). In addition, Novo Nordisk reported two ‘service fee’ payments to this healthcare organisation in 2020 worth £750 and £11,040. In total, the four payments amounted to £222,690.

Contrastingly, in the 2019-2021 Disclosure UK databases downloaded on 13 April 2023, Novo Nordisk also reported the ‘event sponsorship’ payments to the healthcare organisation ‘[named training provider]’ in 2020 (£168,000) but did not report the other ‘event sponsorship’ payment (£42,900) in 2021. The two other service fee payments, worth £750 and £11,040, were the same as in the online search engine. Overall, the three payments were worth £179,790.

Consistency between the Disclosure UK online search engine and databases was not a trivial matter; on the contrary, it was a key pillar of public trust in the self-regulatory system of payment disclosure. Therefore, the complainants asked the PMCPA, firstly, to investigate how the discrepancy between the Novo Nordisk payments reported in Disclosure UK search engine and in the Disclosure UK databases came about and which record (the online search engine or the downloadable database) was correct. Secondly, to investigate and correct any similar discrepancies that might have occurred in payments reported in 2019-2021 by other companies reporting their payments under the applicable clauses of the ABPI Code.

2 Following up on the point above, the complainants stated that they had a copy of the Disclosure UK database downloaded on 12 August 2022, ie, over two months after the original publication of the Disclosure UK 2021 dataset, in which none of the payments mentioned above were registered.

Considering this, the complainants asked the PMCPA to investigate and clarify when these payments were added to the database by Novo Nordisk as this might have important implications in relation to Case AUTH/3525/6/21. The complainants also asked the PMCPA/ABPI to start publishing, as an additional transparency measure, an audit trail of any changes made to the Disclosure UK database between the yearly publication of new datasets.

3 Novo Nordisk reported all payments to '[named training provider]' as 'event sponsorship' and 'service fee'. However, as demonstrated in Case AUTH/3525/6/21, payments were made by Novo Nordisk that were not for the event sponsorship or constituted service fees but were 'funding to individual health professionals'. The complainants asked the PMCPA to investigate if these payments had been fully and correctly registered in the database, including if the correct sums, recipients and categories had been reported. Given the importance of the case, and in the interest of transparency, the complainants believed it was crucial for payments related to the case to be correctly reported in Disclosure UK.

4 The complainants requested that the PMCPA investigate why Novo Nordisk had not disclosed any payments to [named pharmacy services provider], which seemed to be the second healthcare organisation involved in Case AUTH/3525/6/21. The complainants noted that [named pharmacy services provider] on its website stated that 'Novo Nordisk has sponsored the initial development of the [named pharmacy services provider] Weight Management eTool'.

The use of the term 'sponsorship' suggested that the relevant sums should have been reported in Disclosure UK under Clauses 19 and 24 of the 2019 ABPI Code.

5 Finally, the complainants requested that the PMCPA investigate whether, in light of Case AUTH/3525/6/21 and Novo Nordisk's sponsorship of the [named pharmacy services provider] Weight Management eTool:

- a) [Named pharmacy services provider]'s weight management advertising material should have disclosed Novo Nordisk's sponsorship, and;
- b) [Named pharmacy services provider]'s patient-facing website constituted inappropriate and disguised direct-to-consumer advertising for Wegovy indirectly supported by Novo Nordisk. The complainants noted that this website, among other things, stated that 'Wegovy is a weekly weight loss injection made famous by celebrities such as [named celebrity] . If Wegovy is suitable for you, your pharmacist will be able to provide it once it launches in the UK' and 'Wegovy has been available in the US since 2021 and became known as a "celeb" weight loss drug, or "skinny jab", because celebrities such as [named celebrities] have reportedly used it for weight loss'.
- c) Overall, the complainants questioned whether sponsorship of, and purchases from, [named pharmacy services provider] were consistent with high standards given the way it marketed Novo Nordisk's prescription medicines to patients.

When writing to Novo Nordisk, the Authority asked it to consider the requirements of Clauses 5.1, 28.1, 28.4, 28.5 and 31.1 of the 2021 Code in relation to payments and activities in 2021 and Clauses 9.1, 24.1, 24.4, 24.8 and 24.9 and Clause 19.2 (as cited by the complainants) of the 2019 Code in relation to payments and activities in 2020. In addition, in relation to the allegation regarding Novo Nordisk's sponsorship of the [named pharmacy services provider] Weight Management eTool and the subsequent currently available materials as referred to by the complainant, Novo Nordisk was also asked to bear in mind Clauses 5.5, 10.9, 26.1, 12.1 and 5.1 of the 2021 Code.

