

CASE AUTH/3287/12/19

EMPLOYEE v UCB

Personal LinkedIn Profile

An anonymous, non-contactable UCB employee complained about the openly accessible LinkedIn profile of one of his/her colleagues in which the colleague described his/her role at UCB as ‘Supporting Phase 3 programme in axial spondyloarthritis for bimekizumab’.

The complainant explained that bimekizumab was currently at a late stage of clinical development and he/she expected that UCB would appreciate any pre-licence interest which could be drummed up before the marketing authorization was granted.

The complainant submitted that the colleague’s connections (who were automatically notified of his/her new role at UCB via a LinkedIn algorithm) appeared to include health professionals and the general public alike, irrespective of any interest either group might have in axial spondyloarthritis or bimekizumab.

The complainant noted that his/her colleague’s LinkedIn page did not contain the requisite prescribing information or black triangle which the Code required for promotional material. The complainant queried whether the LinkedIn post had been formally certified either as promotional material or as information on medicines for the public. Further, no information was provided on bimekizumab for the general public on the LinkedIn profile page which the complainant understood was required for promotional materials on the Internet.

Finally, the complainant alleged that UCB had a poor internal compliance culture and that whistle-blowers were not tolerated.

The detailed response from UCB is given below.

The Panel noted that complex compliance challenges arose when the personal use of social media by pharmaceutical company employees overlapped with their professional responsibilities or the interests of the company. LinkedIn was a business and employment-oriented network and was primarily, although not exclusively, associated with an individual’s professional heritage and current employment interests. In the Panel’s view, it was not unacceptable for pharmaceutical company employees to use personal LinkedIn accounts although they needed to be mindful of the compliance issues that might arise. The Code would not automatically apply to all activity on a LinkedIn account; whether the Code applied would be determined on a case-by-case basis, taking into account all of the circumstances including, *inter alia*, content and who had posted the material.

The Panel noted UCB’s submission that the statement on its employee’s LinkedIn account was not a job title but a description of the individual’s responsibilities, created

independently by him/her with no instruction from or knowledge of UCB; the individual had explained that his/her LinkedIn profile was created with the intent to showcase his/her clinical experience and generate future work. The Panel noted UCB's submission that the individual's privacy settings would prevent the statement being automatically disseminated and that it would only be visible within the individual's profile once it had been proactively searched for or selected to view. In that regard, however, the Panel considered that as LinkedIn was mainly used for professional networking, including job seekers posting their CVs, the majority of those using the platform would view the whole of an individual's profile. The Panel further noted that the individual had clearly intended, and expected, the statement to be read. UCB had also submitted in mitigation that the statement did not go beyond information publicly available (eg via clinicaltrials.gov website) but in that regard the Panel considered that the context in which the information was provided was important. In this case the information was not on a clinical trials website but had been made available on an individual's LinkedIn profile.

The Panel considered that the statement 'Supporting Phase 3 programme in axial spondyloarthritis for bimekizumab' promoted an unlicensed medicine – both the name of the medicine and an indication had been provided and a breach of the Code was ruled. The use of the statement had not been certified and a further breach of the Code was ruled.

The Panel noted that as bimekizumab was unlicensed there was no summary of product characteristics available and so there could be no prescribing information. In that regard the Panel considered that the requirement to provide prescribing information was not relevant and so it ruled no breach of the Code. The Code required promotional material to include a prominent statement to encourage the reporting of adverse events and when required by the licensing authority an inverted equilateral black triangle to denote that additional monitoring was required in relation to adverse reactions. Given that bimekizumab was not licensed and so not available to prescribe outside of clinical trials, the Panel considered that those requirements were not relevant and ruled no breaches of the Code.

The Panel considered that, on the balance of probabilities, some of those who read the employee's LinkedIn profile would not be health professionals or other relevant decision makers. The Panel noted that the Code prohibited the promotion of a prescription only medicine to the public and stated that information made available to the public about prescription only medicines must be factual and presented in a balanced way. The Panel noted, however, that as bimekizumab was not licensed, it was not classified as a prescription only medicine and, on that very narrow technical point, the Panel ruled no breach of the Code.

The Panel noted its rulings above and considered that high standards had not been maintained. A breach of the Code was ruled. The Panel considered that to include the name of a medicine and an indication for its use on a personal LinkedIn profile showed a lack of awareness of the requirements of the Code. Further, the promotion of an unlicensed medicine was a serious matter and one which had the potential to be ruled in breach of Clause 2 of the Code, a sign of particular censure. The Panel considered, however, given that the statement at issue appeared on a professional networking site and that the majority of those who searched for it might reasonably be assumed to have

a professional interest in the matter, that on balance there had been no breach of Clause 2 and it ruled accordingly.

An anonymous, non-contactable UCB employee complained about the LinkedIn profile of one of his/her colleagues.

COMPLAINT

The complainant provided a printout of his/her colleague's current profile on LinkedIn in which the colleague described his/her role at UCB as 'Supporting Phase 3 programme in axial spondyloarthritis for bimekizumab'.

The complainant submitted that his/her colleague's profile was openly accessible to the general public. Additionally, the colleague's connections (who were automatically notified of his/her new role at UCB via a LinkedIn algorithm) appeared to include health professionals and the general public alike, irrespective of any interest either group might have in axial spondyloarthritis or bimekizumab.

The complainant explained that bimekizumab was currently at a late stage of clinical development and he/she expected that UCB would appreciate any pre-licence interest which could be drummed up before the marketing authorization was granted.

The complainant noted that the colleague in question had previously held senior interim medical roles in other pharmaceutical companies. In his/her biography the colleague referred to his/her UK medical affairs expertise and so the complainant anticipated that he/she would be extremely well versed in the basic requirements of Code. In that regard the complainant submitted that it was inconceivable that his/her colleague's LinkedIn statement on axial spondyloarthritis for bimekizumab was accidental; this was blatant pre-licence promotion.

The complainant noted that his/her colleague's LinkedIn page did not contain the requisite prescribing information or black triangle which the Code required for promotional material. The complainant queried whether the LinkedIn post had been formally certified either as promotional material or as information on medicines for the public. Further, no information was provided on bimekizumab for the general public on the LinkedIn profile page which the complainant understood was required for promotional materials on the Internet.

The complainant alleged that UCB had a very poor internal compliance culture and whistle-blowers were not tolerated. For that reason he/she had submitted his/her complaint anonymously. When writing to UCB, the Authority asked it to consider the requirements of Clauses 2, 3, 4.1, 4.9, 4.10, 9.1, 14.1, 26.1 and 26.2 of the Code.

RESPONSE

UCB stated that it was regrettable and disappointing that the complainant had escalated the matter externally. UCB was committed to maintaining high ethical and compliance standards and openness and transparency were integral to company culture; it expected its employees to maintain high standards at all times and respect the requirements of the Code in the spirit and letter. There were multiple channels and existing processes through which to raise concerns internally.

UCB explained that the individual in question joined the company in 2019 in an interim role within the global clinical development group. The description of his/her role and responsibilities on LinkedIn was created independently by him/her with no instruction or endorsement from UCB; the company did not know that the post existed until the matter was brought to its attention by the PMCPA. Immediately after receiving the complaint and for the duration of the internal investigation, UCB asked the individual to remove the information from his/her profile.

UCB noted that the complainant stated that profile updates would be communicated to the individual's network automatically. UCB clarified that the statement referred to in the complaint was not a job title but a description of the individual's responsibilities. As such, the statement would only be visible to those who were specifically interested in the individual's profile. Furthermore, privacy settings prevented such information from being automatically disseminated. As such, it would only be visible within the profile itself once it had been proactively searched for or selected to view. A screenshot of the individual's privacy settings was provided.

UCB submitted that the individual had explained that his/her LinkedIn profile was created with the clear intent to showcase his clinical experience and generate future work.

Clause 3

UCB stated that bimekizumab was an unlicensed medicine currently in Phase 3 development for axial spondyloarthritis with a potential marketing authorization in that indication expected in 2023.

The wording in the LinkedIn profile did not make any claims about bimekizumab's safety or efficacy in spondyloarthropathy – it was a factual statement about the area of work undertaken by the individual. It was intended to communicate and update his/her professional experience and was not promotional in its intent. Furthermore, the statement, 'Supporting Phase 3 programme in axial spondyloarthropathy for bimekizumab', did not go beyond information publicly available (eg via clinicaltrials.gov website). UCB denied a breach of Clause 3.

Clauses 4.1, 4.9 and 4.10

UCB reiterated that the individual's profile made no claims about safety or efficacy nor did it refer to any other benefits of bimekizumab. It was not promotional in content or intent and did not relate to a licensed medicine. UCB submitted that as the medicine was unlicensed, and the post was not promotional, Clauses 4.1, 4.9 and 4.10 did not apply. The company thus denied any breach of those clauses.

Clause 14.1

UCB stated that as noted above, the LinkedIn profile was a factual statement on the role and the description of duties performed by the individual in question; it was created to showcase his experience and generate potential future work. It was not aimed at prescribing health professionals. It was not promotional and so did not require certification. UCB denied a breach of Clause 14.1.

Clauses 26.1 and 26.2

UCB reiterated that the contractor's profile update was not created with the intent to promote the benefits of the medicine or to highlight positive news about the clinical development programme. It was a factual statement of duties undertaken by the individual as part of his/her contract with UCB and the company submitted that no part of the description was promotional. The post did not encourage members of the public to ask for a specific prescription only medicine nor did it raise unfounded hopes of successful treatment. The company denied breaches of Clauses 26.1 and 26.2.

Clause 9.1 and 2

UCB strongly refuted the allegation that its compliance culture was very poor and that whistle-blowers were not tolerated. To the contrary, UCB stated that it prided itself in maintaining high ethical standards and it promoted an open and transparent culture. Employees were encouraged to speak up, challenge each other, share feedback and learn from mistakes. This message was reiterated at all levels of the organisation and was integral to the culture of the company.

There were multiple channels to raise concerns, and the details of the process were communicated to all employees from the outset during new starter introduction. Relevant materials relating to the UCB Integrity Line were also displayed in the office. A copy of the relevant section of the new starter introduction and copies of materials relating to UCB's Integrity Line were provided.

In addition, UCB's internal ethics and compliance team (aligned with UCB's legal team) and a medical compliance group were all on-site, approachable and encouraged any issues or concerns to be raised confidentially.

UCB strongly denied breaches of Clauses 9.1 and 2.

Subsequent actions taken by UCB

UCB recognised the environment was evolving and that social media remained an area of ongoing attention.

In light of this complaint, the company had re-emphasised its existing practices and available guidance and it would take the following actions:

- The all-employee company meeting in January 2020 would be used to highlight the channels available to raise any compliance concerns, including the UCB Integrity Line
- Changes in the environment would continue to be monitored to ensure the company's social media policy remained current
- The induction programme for all new UK-based employees would be revised to include a section on the appropriate personal use of social media.

PANEL RULING

The Panel noted that complex compliance challenges arose when the personal use of social media by pharmaceutical company employees overlapped with their professional responsibilities or the interests of the company. LinkedIn was a business and employment-oriented network and was primarily, although not exclusively, associated with an individual's

professional heritage and current employment interests. In the Panel's view, it was not unacceptable for pharmaceutical company employees to use personal LinkedIn accounts although they needed to be mindful of the compliance issues that might arise. The Code would not automatically apply to all activity on a LinkedIn account; whether the Code applied would be determined on a case-by-case basis, taking into account all of the circumstances including, *inter alia*, content and who had posted the material.

The Panel noted UCB's submission that the statement on its employee's LinkedIn account, 'Supporting Phase 3 programme in axial spondyloarthritis for bimekizumab', was not a job title but a description of the individual's responsibilities, created independently by him/her with no instruction from or knowledge of UCB; the individual had explained that his/her LinkedIn profile was created with the intent to showcase his/her clinical experience and generate future work. The Panel noted UCB's submission that the individual's privacy settings would prevent the statement being automatically disseminated and that it would only be visible within the individual's profile once it had been proactively searched for or selected to view. In that regard, however, the Panel considered that as LinkedIn was mainly used for professional networking, including job seekers posting their CVs, the majority of those using the platform would view the whole of an individual's profile. The Panel further noted that the individual had clearly intended, and expected, the statement to be read. UCB had also submitted in mitigation that the statement did not go beyond information publicly available (eg via clinicaltrials.gov website) but in that regard the Panel considered that the context in which the information was provided was important. In this case the information was not on a clinical trials website but had been made available on an individual's LinkedIn profile.

The Panel considered that the statement 'Supporting Phase 3 programme in axial spondyloarthritis for bimekizumab' promoted an unlicensed medicine – both the name of the medicine and an indication had been provided. A breach of Clause 3.1 was ruled. The use of the statement had not been certified, a breach of Clause 14.1 was ruled.

The Panel noted that as bimekizumab was unlicensed there was no summary of product characteristics available and so there could be no prescribing information. In that regard the Panel considered that Clause 4.1, the requirement to provide prescribing information, was not relevant and so it ruled no breach of that clause. Clause 4.9 required promotional material to include a prominent statement to encourage the reporting of adverse events. Clause 4.10 stated that when required by the licensing authority, all promotional material must show and inverted equilateral black triangle to denote that additional monitoring was required in relation to adverse reactions. Given that bimekizumab was not licensed and so not available to prescribe outside of clinical trials, the Panel considered that Clauses 4.9 and 4.10 were not relevant; no breach of Clauses 4.9 and 4.10 were ruled.

The Panel considered that, on the balance of probabilities, some of those who read the employee's LinkedIn profile would not be health professionals or other relevant decision makers. The Panel noted that Clause 26.1 prohibited the promotion of a prescription only medicine to the public and that Clause 26.2 stated that information made available to the public about prescription only medicines must be factual and presented in a balanced way. The Panel noted, however, that as bimekizumab was not licensed, it was not classified as a prescription only medicine. Clauses 26.1 and 26.2 only applied to prescription only medicines. On that very narrow technical point the Panel ruled no breach of Clauses 26.1 and 26.2 of the Code.

The Panel noted its rulings above and considered that high standards had not been maintained. A breach of Clause 9.1 was ruled. The Panel considered that to include the name of a medicine

and an indication for its use on a personal LinkedIn profile showed a lack of awareness of the requirements of the Code. Further, the promotion of an unlicensed medicine was a serious matter and one which had the potential to be ruled in breach of Clause 2 of the Code, a sign of particular censure. The Panel considered, however, given that the statement at issue appeared on a professional networking site and that the majority of those who searched for it might reasonably be assumed to have a professional interest in the matter, that on balance there had been no breach of Clause 2 and it ruled accordingly.

Complaint received **13 December 2019**

Case completed **27 March 2020**