CASE/0330/10/24

COMPLAINANT v ASTRAZENECA

Alleged promotion on LinkedIn

CASE SUMMARY

This case was in relation to the LinkedIn activity of an AstraZeneca employee. The complainant alleged that the employee had liked a LinkedIn post which, among other things, promoted prescription only medicines to the public.

The outcome under the 2024 Code was:

Breach of Clause 3.1	**Promoting a medicine prior to the grant of its marketing authorisation**
Breach of Clause 5.2	**Failure of company personnel to maintain high standards**
Breach of Clause 11.1	**Promoting a medicine prior to the grant of its marketing authorisation**
Breach of Clause 16.1	**Failing to comply with all relevant requirements of the Code**
Breach of Clause 26.1	**Promoting a prescription only medicine to the public**

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 3.4	**Requirement that companies comply with all applicable codes, laws and regulations to which they are subject**
No Breach of Clause 5.1	**Requirement to maintain high standards at all times**
No Breach of Clause 9.1	**Requirement that all relevant personnel must be fully conversant with the Code**
No Breach of Clause 26.1	**Requirement not to advertise prescription only medicines to the public**

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 an anonymous, non-contactable complainant who described themselves as an employee or contractor of a different pharmaceutical company who complained in a personal capacity about AstraZeneca UK Limited.

COMPLAINT

The complaint wording is reproduced below:

> "A UK based AstraZeneca employee liking a LinkedIn post from the [named investment organisation] . This post mentions novel drug approval through Q2 2024. The post also contains information about 2 AstraZeneca drugs (Data-DXd and Danicopan), plus other novel drugs from other competitors. This post appeared in my LinkedIn feed as this post was liked by a UK AstraZeneca employee, which I am connected to. My concern is this post should have only been seen by relevant people only but the liking of this post has disseminated it further to non-relevant HCPs, but also to non-HCPs, which can be seen as promotional content. The post also includes a link to the full recording of the AGM (Annual General Meeting) meeting and also includes links to factsheets, which all contain further drug mention. I believe that the following APBI 2021 code has been breached. Clause 2 - Upholding confidence in the industry Clause 3.1 - A medicine must not be promoted prior to the grant of the marketing authorisation Clause 3.4 - Companies must comply with all applicable codes, laws and regulations Clause 5.1 - Companies must maintain high standards at all times Clause 5.2 - all company personnel must maintain a high standard of ethical conduct in the discharge of their duties and comply with all code requirements Clause 9.1 - All relevant personnel, including representatives, and members of staff, and others retained by way of contract, concerned in any way with the preparation or approval of material or activities covered by the Code must be fully conversant with the Code and the relevant laws and regulations Clause 11.1 - A medicine must not be promoted prior to the grant of the marketing authorisation Clause 16.1 - Promotional material about prescription only medicines directed to a UK audience which is provided on the internet must comply with all relevant requirements of the Code. Clause 26.1 - Prescription only medicines must not be advertised to the public. This prohibition does not apply to vaccination and other campaigns carried out by companies and approved by the health ministers"

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 2, 3.1, 3.4, 5.1, 5.2, 9.1, 11.1, 16.1 and 26.1 of the 2024 Code which was in operation at the time of the post. The complainant cited the 2021 Code, however, with the exception of Clause 5.2, the clauses raised were closely similar in both the 2021 and 2024 Codes. The complainant had cited the provisions of Clause 5.2 of the 2024 Code in their complaint and therefore AstraZeneca was advised to consider the transition period for newly introduced requirements.

ASTRAZENECA'S RESPONSE

The response from AstraZeneca is reproduced below:

> "We are writing to you in response to your letter dated 29 October 2024, concerning a complaint from an anonymous complainant with respect to a LinkedIn post liked by an AstraZeneca (AZ) UK employee. The complainant's allegations can be broken down as follows:
>
> 1. AZ UK employee liked a LinkedIn post from the [named investment organization] that references two AZ drugs (Dato-DXd and Danicopan).
> 2. Liking of this post disseminated promotional information to the employees' followers, including HCPs and members of the public.

3. Post includes links to recording of an AGM meeting, which also references AZ medicines.

We are disappointed to note that the complainant is an employee of a pharmaceutical company and didn't proceed through the established process of inter-company dialogue before submitting a complaint directly to the PMCPA. The PMCPA Constitution and Procedure requires intercompany dialogue in advance of any complaint from a pharmaceutical company being accepted.

We would like to draw attention to Case AUTH/3396/10/20, where the following was stipulated in the case report: '... *To avoid this becoming a means of circumventing the normal procedures for inter- company complaints, the employing company would be named in the report. The complainant was advised that if he/she wished to proceed with the complaint in his/her private capacity, Sanofi would be named in the report and Daiichi-Sankyo would be informed of his/her employment status. The complainant was given an opportunity to withdraw the complaint but agreed to go ahead on the above basis...'*

AstraZeneca have been asked to consider clauses 2, 3.1, 3.4, 5.1, 5.2, 9.1, 11.1, 16.1 and 26.1 of the 2024 ABPI Code ('the Code'). We will address each of the complainant's allegations according to the relevant clauses.

Background

The LinkedIn post in question was posted by the [named investment organisation] in October 2024 about potential medicine approvals in 2024. It included text, 3 links to further information and an image summarising some medicine approvals through Q2 2024:

- **Text:** No direct or indirect reference to AZ medicines.
- **Link 1:** AGM meeting recording on YouTube [link provided] about innovation across the pharmaceutical industry.
    - Slide presented during presentation same as image embedded in the LinkedIn post (mentions 2 AZ medicines).
    - One slide about medicine development for weight loss. Several pharmaceutical companies' logos are included on this slide who have medicines in development (of which AZ was one), but no AZ medicine specifically named.
- **Link 2:** August factsheet, no direct or indirect reference to an AZ medicine.
- **Link 3: [Named investment organisation]** website [link provided] no direct or indirect reference to an AZ medicine.
- **Image:** The image embedded in the post mentions several different medicines in the context of Q2 2024 medicine approvals, including Dato-DXd for Lung Cancer and Danicopan for PNH [paroxysmal nocturnal haemoglobinuria] (both AZ medicines).

Danicopan received marketing authorisation in the UK on 2nd August 2024. Dato-DXd does not have marketing authorisation in the UK.

The post was liked by a [employee role], employed by a third-party agency working on behalf of AZ UK. This employee is not in a senior role. They had 405 connections (at the time of complaint), of which they confirmed are mostly HCPs and people working in the pharmaceutical industry.

AstraZeneca Response to the Allegations

1. *AZ UK employee liked a LinkedIn post from the [named investment organisation]that references two AstraZeneca drugs (Data-DXd and Danicopan).*

The LinkedIn post was liked by an AZ UK employee as described above. After receiving the complaint, the individual was contacted and the post was unliked that same day. This employee has confirmed that they understand compliance requirements around social media and that this post was liked in error (they have no recollection of liking the post in question).

There is an AstraZeneca Standard for Employee Use of Personal social media (see appendix 3) which is applicable to all employees of all entities within the AstraZeneca group of companies. This is very clear that the employees must not post, share or engage with any of the following:

- Content related to AZ products.
- Content about disease education or awareness from non-AZ sources.
- Content including any medical advice.

The post in question did have content related to AZ products, and therefore 'liking' it was not in accordance with the AZ standard. The AZ UK employee completed training on this standard on 04 March 2024. In addition, the employee attended a face-to-face training session with the Compliance team on 09 May 2024 about conduct on LinkedIn. There is also regular communication by UK Medical Ethics and Compliance teams on recent social media cases on AstraZeneca's internal communication platform reminding employees of the key principles of personal social media use.

We ascertain that sufficient training was provided to this employee on personal social media use and Code related training. Therefore, we refute breach of 9.1. The employee was appropriately trained on company processes, but unfortunately did not act in accordance with these (albeit accidentally). Therefore, we regrettably accept breach of 5.2 of the Code, but refute breach of clauses 5.1 and 2.

2. *Liking of this post disseminated promotional information to the employees' followers, including HCPs and members of the public. Post also includes links to AGM meeting, which also references AZ medicines.*

Danicopan had a license in the UK at the time of the post; Dato-DXd did not have a license or temporary supply authorisation at the time of the post. No other AZ medicines were specifically referred to in the post or linked material. We regrettably accept that by liking this post regarding Danicopan, promotional information about a licensed medicine was distributed to a UK audience, and thus we accept breach of clauses 3.1, 16.1 and 26.1 of the Code. As Dato-DXd does not have a temporary

supply authorisation, clause 11.1 is not relevant to this case and we deny breach of clause 11.1.

We are unclear on how clause 3.4 applies to this case. As detailed above, we have unfortunately accepted breach the ABPI Code where applicable, but fail to understand which other codes, laws and regulations have also been breached. Please contact us if you need further information on this point.

Summary of AstraZeneca's position

In summary:

- The LinkedIn post mentioned two licensed AZ medicines by name and indication. The post was liked by an AZ UK employee, and therefore the content was proactively disseminated to their followers. As the post included reference to a licensed and unlicensed AZ medicine, the content is deemed to be promotional and the employee's followers were promoted to.
- AZ have not identified any reference to specific medicines in the linked materials as alleged by the complainant.

AstraZeneca takes its responsibilities under the Code very seriously. Based on the above detailed response, we maintain that this was the action of a single employee despite sufficient company training; **therefore, we regrettably accept breach of clauses 3.1, 5.2, 16.1 and 26.1 of the Code. Based on the reasons provided above, we refute breach of 11.1, 9.1, 5.1, 3.4 and 2 of the Code.**"

PANEL RULING

This complaint concerned a LinkedIn post which was 'liked' by a UK-based AstraZeneca employee. The post was from the [named investment organisation] and highlighted medicines approval through to Q2 2024. The image contained within the post included the names of two AstraZeneca medicines as well links to a [named investment organisation] August Factsheet and a recording of the organisation's annual general meeting (AGM). The complainant alleged that prescription only medicines had been promoted to the public and prior to the grant of their marketing authorisations.

The Panel noted that the complainant had identified themselves as working in the pharmaceutical industry but were complaining in a personal capacity. As referred to by AstraZeneca it has previously been decided, by the then Code of Practice Committee and the ABPI Board of Management, that private complaints from pharmaceutical company employees had to be accepted. To avoid this becoming a means of circumventing the normal procedures for inter-company complaints, the complainant's employing company would be named in the case report. However, the Panel considered that the circumstances of this case were slightly different. In this case, the individual had declared their employment at a third-party organisation that was not a pharmaceutical company which provided a range of services to pharmaceutical companies. The name of the employing company had not been provided to AstraZeneca and the Panel further noted that as the complainant was non-contactable, they could not be asked for further information. Taking all the circumstances into account including the nature of the complaint and on balance, the Panel agreed to proceed with its consideration of the complaint in the normal manner. The Panel also bore in mind that the complaint had been referred to it for consideration.

The LinkedIn post at issue was posted by the [named investment organisation], an organisation which invests in the global healthcare sector. At the time of the post, the LinkedIn profile had 170 followers. The post was headlined 'Notable potential approvals – a strong start to the year with 24 novel approvals through Q2 2024'. The text included in the post highlighted approvals in Q2 for three pharmaceutical companies, none of which were AstraZeneca. Below the text there were three hashtags and links to the [named investment organisation] August Factsheet, a recording to the AGM and a link to 'find out more' which directed to the [named investment organisation] website. The post contained an image of a PowerPoint slide with title '2024: Notable Potential Approvals'. The image contained nine boxes each headed with a therapy area. Under the therapy area heading there was a medicine name, the medicine class and the name of the corresponding company. Additionally, five of the boxes featured a green 'Approved' stamp. One of the boxes featured a red 'Delayed' stamp.

Two of the boxes featured AstraZeneca. The first was headed 'Lung Cancer' above the product name Data-DXd, a TROP-2 targeted antibody-drug conjugate. The second was headed PNH (paroxysmal nocturnal haemoglobinuria) and contained the product name danicopan, a C5 inhibitor therapy. The second box featured a green 'Approved' stamp.

The Panel considered the established principle that any material linked to a post would normally be considered part of the post. Therefore, the Panel considered the content of the factsheet, the AGM recording and the [named investment organisation] website to be relevant to the complaint. The Panel noted that the August Factsheet was limited to financial information relating to the [named investment organisation] investment portfolio. The factsheet did include reference to AstraZeneca in the context of its positioning within the investment portfolio and AstraZeneca's quarterly results. The factsheet did not directly or indirectly include mention of any AstraZeneca products. The Panel noted that the AGM recording was intended for [named investment organisation] shareholders. The recording included the slide which appeared within the LinkedIn post. The AGM presentation primarily focused on financial data and investment strategy however several slides, including the slide which was included in the LinkedIn post, referred to pharmaceutical companies and their medicines. The Panel noted that the complainant had not provided the linked website for the [named investment organisation] and that AstraZeneca's response to this complaint had included a link to the current website. The Panel did not have before it any evidence of the website as it appeared at the time of the post and as the complainant was non-contactable it was not possible to contact them for further information. The Panel therefore made no rulings in relation to the dissemination of the links to the Factsheet and website. Its rulings below applied to the dissemination of the LinkedIn post and the linked slide within the AGM recording.

The Panel noted that the slide as it appeared in both the LinkedIn post and the AGM recording included the generic name, medication class and therapy area for the AstraZeneca products Data-DXd and danicopan. The Panel considered therefore that the content of the LinkedIn post and AGM recording was promotional. The Panel noted AstraZeneca's submission that danicopan had a UK marketing authorisation at the time of the post. The Panel considered that 'liking' the post would, on the balance of probabilities, have disseminated the post to the UK employee's followers, which might have included health professionals and members of the public. The Panel therefore concluded that a prescription only medicine had been promoted to the public and ruled a **breach of Clause 26.1.** The Panel noted that Data-DXd did not have a marketing authorisation at the time of the post, and it was therefore not classed as a

prescription only medicine; thus a prescription only medicine had not been promoted to the public. **No breach of Clause 26.1** was ruled in relation to Data-DXd.

The Panel noted that Clause 16.1 required that 'promotional material about prescription only medicines directed to a UK audience which is provided on the internet must comply with all relevant requirements of the Code'. The Panel considered its above ruling that AstraZeneca had promoted a prescription only medicine to the public and promoted a medicine prior to the grant of its marketing authorisation and, on that basis, ruled a **breach of Clause 16.1**.

In relation to Clauses 3.1 and 11.1 and promotion of Data-DXd prior to the grant of its licence the Panel noted AstraZeneca's submission that Clause 11.1 was not relevant to this case as Data-DXd did not have a temporary supply authorisation. The Panel considered that Clause 11.1 required that 'a medicine must not be promoted prior to the grant of the marketing authorisation which permits its sale or supply subject to the provisions of Clause 11.3'. Clause 11.3 stated that 'a medicine with a temporary supply authorisation must not be promoted unless it is part of a campaign that has been approved by health ministers'. The Panel considered that the reference to Clause 11.3 within Clause 11.1 was intended to clarify the requirements related to promotion of medicines with a temporary supply authorisation. In the Panel's view, it did not mean that Clause 11.1 only applied to medicines with a temporary supply authorisation as implied by AstraZeneca. The Panel further considered that Clause 11.1 was included within the blue section of the Code, which covered promotion to health professionals and other relevant decision makers. The Panel noted the complainant's allegation that 'liking of this post had disseminated it further to non-relevant HCPs' and considered that Clause 11.1 was relevant in this case. The Panel considered that 'liking' the post would, on the balance of probabilities, have disseminated the post to the UK employee's followers, which might have included health professionals and members of the public. Based on the combination of these factors and in addition to its view above that the material was promotional, the Panel considered that AstraZeneca had promoted a medicine prior to the grant of its marketing authorisation and ruled a **breach of Clauses 3.1 and 11.1**.

The Panel noted that Clause 3.4 required that companies 'comply with all applicable Codes, laws and regulations to which they are subject'. The Panel was not an investigatory body and judged complaints on the evidence provided by both parties. The Panel had no evidence before it that AstraZeneca had failed to comply with applicable codes, laws and regulations. In the Panel's view, this clause did not apply to compliance or otherwise with the ABPI Code which was covered by the Panel's consideration of individual clauses other than Clause 3.4. In the absence of a formal finding from any relevant judicial authority or appropriate body, the Panel ruled **no breach of Clause 3.4**.

The Panel noted that Clause 9.1 required certain staff to be fully conversant with the Code. The Panel noted AstraZeneca's submission that the employee who had liked the LinkedIn post had completed the AstraZeneca personal use of social media training in March 2024 and attended face-to-face training in May 2024. In the Panel's view, the complainant had not established, on the balance of probabilities, that the individual was not fully conversant with the Code, contrary to the requirements of **Clause 9.1, and ruled no breach** accordingly.

The Panel accepted AstraZeneca's submission that the actions of the individual were not in accordance with the training provided on company procedures. Furthermore, the Panel noted that the individual had liked a post that promoted a prescription only medicine to the public and promoted a medicine prior to the grant of its marketing authorisation. Whilst noting that

AstraZeneca was of course ultimately responsible for the conduct of its employees under the Code, the Panel concluded that in the particular circumstances of this case, company personnel had not maintained a high standard of ethical conduct and ruled a **breach of Clause 5.2**.

The Panel noted AstraZeneca's submission that, following receipt of the complaint, the individual was contacted and the 'like' was removed from the post that same day. The Panel noted AstraZeneca's submission about training and that the post was liked in error. In the Panel's view, the complainant had not provided sufficient evidence to establish t that AstraZeneca had not maintained high standards. The Panel considered that its rulings of breaches of the Code above were adequate in this regard and did not warrant an additional ruling. The Panel ruled **no breach of Clause 5.1**.

The Panel noted that Clause 2 was a mark of particular censure and was reserved for such use. In the Panel's view, the above rulings were proportionate and adequately covered the complaint. On that basis, the Panel ruled **no breach of Clause 2**.

Complaint received **25 October 2024**

Case completed **24 September 2025**