CASE AUTH/3892/4/24

COMPLAINANT/CHIEF EXECUTIVE v ASTRAZENECA

Alleged promotion on Twitter/X and a breach of undertaking

CASE SUMMARY

This case was in relation to four posts on Twitter (now X) from the UK corporate account of AstraZeneca. These tweets were dated between 30 December 2020 and 25 March 2021 and related to AstraZeneca's Covid-19 vaccine. The complainant also alleged a breach of the undertaking given by AstraZeneca in Case AUTH/3430/11/20.

For Tweets 1-3, the outcome under the 2019 Code was:

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 3.1	**Requirement not to promote a medicine prior to the grant of its marketing authorisation**
No Breach of Clause 9.1	**Requirement to maintain high standards at all times**
No Breach of Clause 14.1	**Requirement to certify promotional material**
No Breach of Clause 26.1	**Requirement not to advertise prescription only medicines to the public**
No Breach of Clause 29	**Requirement to comply with an undertaking**

For Tweet 4, the outcome under the 2019 Code was:

Breach of Clause 3.1	**Promoting a medicine prior to the grant of its marketing authorisation**
Breach of Clause 9.1	**Failing to maintain high standards**
Breach of Clause 14.1	**Failing to certify promotional material**

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 26.1	**Requirement not to advertise prescription only medicines to the public**
No Breach of Clause 29	**Requirement to comply with an undertaking**

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 AstraZeneca was received from an anonymous, contactable complainant.

The complaint concerned an alleged breach of undertaking. As the PMCPA was responsible for ensuring compliance with undertakings, the complaint was also taken up in the name of the Director (now known as the Chief Executive).

COMPLAINT

The complaint wording is reproduced below:

> "AstraZeneca has placed upon Twitter / X several items that are promoting to the general public.
>
> These appear to have been in place for over three years. They have either been reviewed on two separate occasions and deemed acceptable - or else this has not been undertaken as is required in the UK.
>
> These appear to have been placed by AstraZeneca's Global function, which is registered in the UK. And of course, if there was any doubt, there is the Tweet with the CEO present mentions the MHRA in a quote.
>
> These appear to be pre licence promotion, as well as potentially promotion to the general public. It mentions the MHRA in a promotional item and there is nothing clearly stating that this is promotional - even though the items only mention an AstraZeneca product.
>
> Note that in case AUTH/3430/11/20 the same vaccine is being promoted on Linkedin leading to a Clause 2, amongst others. This doesn't seem to have acted as a deterrent."

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 3.1, 14.1, 26.1, 29, 9.1 and 2 of the 2019 Code.

ASTRAZENECA'S RESPONSE

The response from AstraZeneca is reproduced below:

> "Thank you for your letter dated 26 April 2024 regarding a complaint from an anonymous individual, who alleges that four posts placed on AstraZeneca's Corporate Twitter/X account between 30 December 2020 and 25 March 2021:-
>
> 1. Promoted a medicine prior to the grant of marketing authorisation
> 2. Promoted to the general public
> 3. Breached an undertaking related to case AUTH/3430/11/20
>
> AstraZeneca (AZ) strongly refutes all the allegations above and denies that it has breached Clauses 2, 3.1, 9.2, 14.1, 26.1 or 29 of the 2019 ABPI Code.
>
> We are disappointed to have received yet another anonymous complaint about activities pertaining to the Oxford/AstraZeneca vaccine during the global COVID-19 pandemic. On

this occasion, the complainant has intentionally searched back through more than three years of Twitter/X content to find material on which to contrive a frivolous and unnecessary complaint. All the posts in question were non-promotional, factual, corporate communications, which were posted at the height of the pandemic, when public interest in a vaccine was at its peak.

Background

AZ's COVID-19 vaccine (the "vaccine") was granted an 'Emergency Use Authorisation' under Regulation 174 Human Medicines 2012 ("Regulation 174"), by the MHRA, in December 2020. Regulation 174 is a temporary authorisation for emergency use – it is not a marketing authorisation, and as such, does not constitute a licensed medicine. Rather, it provides that an unlicensed product may be sold or supplied where so authorised by the MHRA on a temporary basis in response to, inter alia, the spread of pathogenic agents which may cause harm to human beings.

Supply of the vaccine was provided by AstraZeneca solely to the UK Department of Health (DoH) under Regulation 174 Authorisation until May 2022. Distribution of the vaccine was managed exclusively by the DoH in accordance with the government-directed vaccination campaign. As a result, neither healthcare professionals nor patients were able to request or source the vaccine under any circumstances.

AstraZeneca had no influence on the administration, consumption, prescription, purchase, recommendation, sale, supply, or use of the vaccine to individual HCPs or the general public in any way. Our role was to supply the vaccine broadly and equitably around the world, which we did at zero profit for the duration of the COVID-19 pandemic. The last doses of the vaccine were administered in the UK in April 2022, and more recently (08 May 2024), we announced that all licenses for the vaccine are to be withdrawn.

Regarding the period of time pertaining to these new Twitter/X post allegations (late 2020 to early 2021), it is worth reminding the PMCPA that this was a truly unprecedented time for the entire world – we were at the height of COVID-19 pandemic, and public interest in how the government and pharmaceutical companies would respond to the demand for a vaccine was at its absolute peak – there was a desperate need for an effective vaccine to protect the global population.

At the time, as the only UK Pharmaceutical company actively involved in finding a solution to the pandemic, AstraZeneca had a duty of care to communicate key milestone events related to the development and regulatory status of the vaccine, in a factual, accurate and timely manner, to demonstrate to the UK public (and more broadly) that progress was being made and that we remained committed to finding a solution to the unprecedented public health crisis.

Given the clear limitations of Regulation 174, the close collaboration with the UK Government and the DoH throughout the pandemic, and the complete lack of any financial benefit or incentive to AstraZeneca, we strongly refute any and all allegations of promoting to the public prior to the grant of a marketing authorization or at any other time**.**

AstraZeneca's response to allegations against Twitter/X posts

Timeline of Events

30/12/2020: Oxford/AZ Vaccine granted authorisation under Reg 174
Post 1 *posted on Twitter – MHRA approval*

04/01/2021: First dose administered to UK recipient under UK Government's vaccination programme
Post 2 *posted on Twitter – collaboration and staff thank you*

29/01/2021: CHMP positive opinion issued by EMA
Post 3 *posted on Twitter – CHMP positive opinion*

22/03/2021: US Phase III study read out

25/03/2021: ***Post 4*** *posted on Twitter – US Phase III readout, not-for-profit supply*

The four posts in question are non-promotional, factual, corporate communications – our detailed response to each post is made in turn below:

POST 1
Post 1 contains a quote from AstraZeneca's CEO that is a simple statement of fact and is not promotional in any way. The post was made at a time of the highest level of public interest regarding the approval status of the first vaccine against COVID-19. The post explicitly thanks everyone involved in developing the vaccine, and all trial participants. It recognises the tremendous effort from the public, the pharmaceutical industry, and Government to develop and make available a vaccine during such uncertain times. A UK government-initiated campaign commenced almost immediately (five days to the first dose being administered) following the Emergency Use Authorisation being granted by the MHRA.

POST 2
Post 2 was posted on the same day that the first UK recipient received the AstraZeneca vaccine. It was an important and timely post to acknowledge the collaborative efforts of everyone involved in the development of the vaccine, including external partners and our internal workforce. It does not promote the use of the vaccine in any way.

POST 3
Post 3 provides an update on the outcome of EMA CHMP decision only – it was posted at a time of heightened public interest in the approval status of the vaccine in Europe and bears no relevance to the regulatory status or availability of the vaccine in the UK under Regulation 174. It does not promote the use of the vaccine in any way.

POST 4
Post 4 reports the outcome of the US Phase III study and conveys AstraZeneca's continued commitment to supply the vaccine broadly and equitably at no profit during the pandemic. The post references the US-specific Phase III clinical trial and subsequent intention to submit the data to US FDA for regulatory review. As such, it is clear that the vaccine was not approved in the US and bears no relevance to the UK regulatory status or availability of the vaccine to healthcare professionals or patients under Regulation 174,

as clarified above. It does not promote the use of the vaccine in any way and cannot be deemed as 'promotion' to the public.

PMCPA's request for further information

Review of social media posts

A thorough internal investigation into the review process for the four posts in question concluded that all four had been examined by AstraZeneca's Global Corporate Affairs team prior to posting, in accordance with the ABPI Code. All four were deemed to be non-promotional, factual, corporate communications. There are no approval certificates available to share with PMCPA, as certificates are not required for examination.
The video in Post 2 was certified for use in media materials. The signatory is a registered Medical Practitioner.

AstraZeneca Twitter/X account information

It is not possible to establish the number of followers the AstraZeneca Twitter/X corporate account had in 2020 and 2021. Twitter/X users are not required to enter their professional information on their accounts, and therefore, we do not know the professional status of the audience (i.e., whether they were HCPs etc.).

In addition, Twitter/X usernames are selected by the user and can be anything they choose. It is not possible to identify if any AZ employees liked the posts in question.

Actions taken by AstraZeneca to comply with undertaking in Case AUTH/3430/11/20

Case AUTH/3430/11/20 is not relevant to these new allegations. In this previous case, a US-based AZ employee had made a post on their personal social media account and UK-based employees engaged with it.

The undertaking for Case AUTH/3430/11/20 was signed on 13 December 2021 (a full 9 months after the final Twitter/X Post 4 was made), whereby AstraZeneca had agreed that the specific activities (or any other similar activity), if not already discontinued, would cease forthwith. This undertaking was related to the engagement of AZ employees with the post in question and it has been fully executed to the best of our ability and knowledge.

A breach of undertaking is NOT applicable in this current case (AUTH/3892/4/24) for the following reasons:

1) As stated in the PMCPA's email to the complainant on 18th April 2024, the undertaking to case AUTH/3430/11/20 commenced 9 months AFTER the final Twitter/X post was placed online. The undertaking was therefore clearly not yet in effect. It is unclear why AZ has been asked to consider a breach of undertaking in this case.

2) Regardless of the undertaking aspect, the complaint in this current case pertains to posts made by AstraZeneca on its corporate channels, and not on the use of social media by AstraZeneca employees. In this regard, the two situations are entirely different.

Although the complaint received in November 2020 (AUTH/3430/11/20) and its undertaking are clearly distinct and not relevant to this new complaint (AUTH/3892/4/24), in the spirit of transparency and as a clear indication of our good faith, we provide the PMCPA with the below remedial actions that were taken immediately upon the first complaint being received:

- All employees were contacted and asked to unlike the post; all employees 'unliked' the post within 24 hours.
- All employees were directed to re-read the Global social media standard.
- For all UK-based Global employees, regular training and reminders on AstraZeneca's internal communication platforms reminding employees of the key principles of personal social media use for AZ or work-related content is provided to employees.

AstraZeneca's response to allegations of breaches of the Code

Clause 3.1 and 26.1
The four posts were assessed as non-promotional, factual, corporate communications. AZ strongly denies that these posts were pre-license promotion for the vaccine or in breach of clause 3.1.

The vaccine had not received a marketing authorization in the UK or any other country and so was not a Prescription Only Medicine (POM). To this end, clause 26.1 does not apply in this instance.

Clause 14.1
As the posts were classed as non-promotional, the posts were examined and not certified. AZ refutes a breach of clause 14.1.

Clause 29
AstraZeneca refutes the allegation of a breach of Clause 29. The undertaking associated with Case AUTH/3430/11/20 is not relevant to this case, nor was it in effect at the time the alleged Twitter/X posts were made (signed 9 months after Post 4). Regardless, AstraZeneca is satisfied that sufficient, effective action was taken after receiving the initial complaint and has maintained its level of diligence since signing the undertaking for Case AUTH/3430/11/20.

Clause 9.1
ABPI Code requirements were considered prior to release of these four posts, therefore high standards have been adhered to throughout.

Clause 2
AstraZeneca refutes the allegation of a breach of clause 2. AstraZeneca has maintained high standards throughout. The evidence submitted in our response demonstrates our full commitment to upholding the reputation of the industry.

Summary

In conclusion, AstraZeneca strongly refutes all alleged breaches of the ABPI Code.

The COVID-19 pandemic was unprecedented in type and scale, and AstraZeneca played a crucial role in developing a vaccine to combat the global pandemic. We had a duty of care to communicate key development and regulatory milestones amid unprecedented public interest during a global health crisis. All our communications in this case were factual, accurate and timely.

Contrary to the allegations made by the complainant, it was not possible for AstraZeneca to promote the vaccine pre-marketing authorization or otherwise. The supply and distribution of the vaccine was managed exclusively by the DoH under Regulation 174 and in accordance with the government-directed vaccination campaign. AstraZeneca provided the vaccine at cost for the duration of the pandemic with zero financial incentive or benefit; neither healthcare professionals, nor patients, were able to request or source the vaccine under any circumstances.

The complainant in this case has clearly gone to great lengths to find these four posts that were posted over three years ago and would no longer appear in the Twitter/X news feeds. Since that time, the Oxford/AZ vaccine became a critical component of the UK Government's expansive and successful vaccination campaign against COVID-19. It should be noted that even though the vaccine was never available to healthcare professionals or patients under Regulation 174, the last dose of the vaccine was administered back in April 2022 and all licenses have also since been withdrawn. It is clear that this complaint is vexatious in nature and has not been made in good faith – it is not in the spirit of the Code or of self-regulation, and there can be no risk to patient safety given that the vaccine has not been used (or available for use) for over 2 years.

We remain unclear as to why AstraZeneca has been asked to consider a breach of undertaking in this instance, when the undertaking related to the previous case came into effect several months after the new posts in question. Whilst we are grateful to the PMCPA for challenging the complainant in the first instance, we do respectfully request even more support from the PMCPA in future and ask that it more rigorously assesses the validity of complaints (& complainants) before requesting company responses.

FURTHER INFORMATION FROM COMPLAINANT

The PMCPA case preparation manager asked the complaint to explain why they were making a complaint about a breach of undertaking in Case AUTH/3430/11/20 when that case was completed in December 2021; at least nine months after the Twitter/X posts that are the subject of this complaint.

The complainant responded as follows:

> "The material continues to be live now - surely it isn't whether it was as created before the case was finished!
>
> The case is now finished and this is still online."

FURTHER INFORMATION FROM ASTRAZENECA

The PMCPA case preparation manager put the above further information from the complainant to AstraZeneca, who responded as follows:

> "AstraZeneca is surprised and disappointed that the PMCPA has chosen to pursue this case (Case AUTH/3430/11/20) as a potential breach of undertaking, given that:
>
> (1) The Complainant has not specifically and unambiguously alleged a breach of undertaking or provided any substantiation of the same; and
> (2) We would have expected the PMCPA to make a proper examination of the known circumstances of this case before taking forward an allegation of a breach of undertaking. Such an examination would have clearly shown that this case is entirely different from Case AUTH/3430/11/20.
>
> As such, the PMCPA has not addressed AstraZeneca's question and we remain unclear as to why this specific undertaking is relevant.
>
> We have already robustly defended this allegation in our initial response but wanted to make clear in this letter why we believe it is not appropriate for the PMCPA to pursue an allegation of breach of undertaking in this case.
>
> **1) The Complainant has not specifically and unambiguously alleged a breach of undertaking or provided any substantiation of the same.**
>
> When considering the terms of the exact allegation, the Complainant has at most alleged that the materials have been available on Twitter/X since late 2020 / early 2021. The Complainant has not alleged that these materials were implicated in the other case, merely that they relate to the same product: there is no suggestion that this case relates to the same types of claims. Despite this, and even though the Complainant has not referred to undertakings in either of their communications with the PMCPA, you have chosen to elevate these vague references into a fully-fledged allegation of a breach of undertaking.
>
> **2) We would have expected the PMCPA to make a proper examination of the known circumstances of this case before taking forward an allegation of a breach of undertaking and that such an examination would have clearly shown that this case is different from Case AUTH/3430/11/20.**
>
> Even if the PMCPA was justified in categorising the Complainant's allegation as a breach of undertaking, it is our understanding that before the Panel takes such an allegation forward, it must consider all elements of the cases involved before taking forward an allegation of a breach of undertaking.
>
> To reiterate the points made in our initial response, and to further illustrate why an allegation of breach of undertaking is not appropriate:
>
> 1. the undertaking for Case AUTH/3430/11/20 was not in effect at the time the posts were made (signed 9 months after the final post),
> 2. the undertaking for Case AUTH/3430/11/20 pertains to a completely unrelated issue i.e., the use of personal social media and the 'liking' of posts by AZ employees on LinkedIn. The two cases are entirely different. For the avoidance of any doubt, the

current complaint relates to company announcements made by AZ on its official Twitter/X corporate channel only, whereas in stark contrast, the undertaking in question pertains to AZ employees' personal use of social media.

By way of an analogy, we note that in the very same case from which the undertaking emanated, Case AUTH/3430/11/20, the PMCPA found that there had been no breaches of the undertakings in relation to Case AUTH/3011/1/18 or Case AUTH/3248/9/19 for the following reasons:

1. Case AUTH/3430/11/20 involved the dissemination of information (plus press release) on LinkedIn,
2. Case AUTH/3011/1/18 did not involve the distribution of the press release via social media,
3. Case AUTH/3430/11/20 where, in its view, an unlicensed medicine had been promoted ***was also different*** to Case AUTH/3248/9/19 which involved promotion of a licensed medicine for an unlicensed indication.

The Panel stated that it considered the matters at hand in Case AUTH/3430/11/20 to be different from Case AUTH/3011/1/18 and Case AUTH/3248/9/19, and that there was no breach of the undertaking in either. As a result, the Panel ruled that there was no breach of Clause 29 and consequently no breach of Clause 2 in relation to each. The same is true for Case AUTH/3430/11/20 and the present case – they are not related in any way. Thus, again, AstraZeneca requests the PMCPA to state clearly its rationale for why the alleged undertaking is relevant to the latest complaint.

CONCLUSION

In summary, AZ strongly believes that the PMCPA should not have taken this case forward as a potential breach of undertaking because: (i) the Complainant had not provided a sufficiently substantiated allegation of breach of undertaking; and (ii) if the PMCPA had considered all of the relevant circumstances, it would have appreciated that this case is different from Case AUTH/3430/11/20 and, therefore, there can be no basis for a breach of undertaking. **We ask the PMCPA to reconsider whether it is appropriate to ask AstraZeneca to respond to an allegation of a breach of undertaking, and if it is still required, to explain the rationale for doing so.**

By both elevating a vague complaint to an allegation of a breach of undertaking and failing to properly consider whether the case could fall within the ambit of a prior undertaking, the PMCPA is creating a dangerous precedent that could impact the whole industry by setting a very low bar for a matter as serious as invoking a breach of undertaking. This will have major ramifications for the industry, for the value of the ABPI Code and the PMCPA's processes and will lead to increases in the complexity, cost and time taken to manage and respond to baseless complaints.

AstraZeneca takes self-regulation very seriously and is committed to adhering to the ABPI Code. It is precisely because of this that we make these points because we feel strongly that an allegation as serious as a breach of undertaking should not be devalued by allowing it to be invoked without proper substantiation and diligence. On the PMCPA's website it makes clear that it is the complainant that has "the burden of proving their complaint on the balance of probabilities, by providing evidence and clarity of allegations

as to the clauses that are alleged to have been breached". In this case, we believe that the PMCPA has failed to uphold this requirement. As a result, we respectfully ask that the PMCPA should apply a much greater level of diligence, stringency and pragmatism when scrutinising similar complaints in the future, to prevent pharmaceutical companies from having to respond to baseless and often vexatious allegations such as the ones in the present case."

PANEL RULING

This complaint related to four posts on Twitter (now X) from the UK corporate account of AstraZeneca: @AstraZeneca. These tweets were dated between 30 December 2020 and 25 March 2021 and related to AstraZeneca's Covid-19 vaccine.

The Tweets

The tweets are listed below in chronological order:

Tweet 1 – 30 December 2020

Tweet wording: "*In 2020, teams across AstraZeneca have risen to the challenges #COVID19 has posed to global health. Today's advancement is a significant step forward in the fight against this pandemic #WhatScienceCanDo*"

There was also a quote from the CEO stating:

"*Today in the UK, the MHRA has approved our COVID-19 vaccine for emergency supply*."

The Panel noted that AstraZeneca's submissions provided an additional two quotes on the post from the CEO, but the Panel has based its ruling only on the one above that was part of the complaint.

Tweet 2 – 4 January 2021

Tweet wording: "*For a vaccine to progress from inception to authorisation in less than 12 months demonstrates #WhatScienceCanDo. The collective efforts and dedication from everyone involved has made this monumental achievement possible.*"

This was accompanied by a video with statements from various senior AstraZeneca staff, the transcript of which was:

"*In less than 12 months working with our colleagues at Oxford University to get a vaccine from inception to patients. It's an amazing achievement.*

We have made history and [are] incredibly proud of what everyone has been able to accomplish.

The most important project any of us have worked on.

I have family, I have parents they really need this.

It's been a monumental effort from lots of people inside the company but also we have created so many new partnerships.

From business group to commercial group to R&D, technology, manufacturing, supply chain.

Proving to ourselves that you can make magic happen with hard work and sweat and resiliency.

I'm so thrilled with the outcome knowing that the vaccine is going to be rolling out there and getting in people's arms.

I think this year we have seen what the people of AstraZeneca can do.

I just want to say thank you to everyone because it has been absolutely remarkable."

Tweet 3 – 29 January 2021

Tweet wording: "*Today we welcome the positive opinion from the CHMP [Committee for Medicinal Products for Human Use] of the European Medicines Agency on our #COVID19 vaccine, and we await EU conditional marketing authorisations.*"

Tweet 4 – 25 March 2021

Tweet wording: "*We recently released data from our COVID-19 vaccine US Phrase III trial. We maintain our commitment to supplying our vaccine broadly and equitably at no profit during the pandemic*."

There was also a quote from the Executive Vice President, Biopharmaceuticals R&D:

> "*These results add to the growing body of evidence that shows this vaccine is well-tolerated and highly effective against all severities of COVID-19 and across all adult age groups. We are confident this vaccine can play an important role in protecting millions of people and are currently preparing to submit these findings to the FDA for review.*"

The allegations

The clauses of the Code that applied at the time (the 2019 Code) that were alleged to have been breached in relation to Tweets 1-4 were:

1. Clauses 3.1 – promoting an unlicensed medicine
2. Clause 14.1 – failing to certify promotional material
3. Clause 26.1 – promoting a prescription only medicine to the public
4. Clause 29 – breach of the undertaking given in Case AUTH/3430/11/20.

Notwithstanding the unprecedented circumstances of the Covid-19 pandemic, the Panel considered that pharmaceutical companies were required to ensure that materials and activities related to that public health emergency, and which fell within the scope of the Code, were compliant with it. There were no exemptions in that regard.

However, having considered the content of Tweets 1-3, the Panel concluded that none of them amounted to promotional tweets in relation to the vaccine. They were arguably promotional of AstraZeneca itself and amounted to corporate announcements and/or advertising, but the Panel did not consider that to be equivalent to promotion of a medicine. Given the non-promotional nature of Tweets 1-3, the Panel therefore ruled **no breach of Clauses 3.1, 14.1, 26.1, 29, 9.1 and 2 of the 2019 Code**.

In contrast, the Panel *did* consider Tweet 4 to be promotional due to the inclusion of specific positive statements about AstraZeneca's Covid-19 vaccine as highlighted by the Panel below:

> "*These results add to the growing body of evidence that shows this vaccine is well-tolerated and highly effective against all severities of COVID-19 and across all adult age groups. We are confident this vaccine can play an important role in protecting millions of people and are currently preparing to submit these findings to the FDA for review.*"

Clauses 3.1 – promoting an unlicensed medicine

Clause 3.1 prohibited the promotion of a medicine prior to the grant of its marketing authorisation. It was not disputed by AstraZeneca that, at the time of Tweet 4, its Covid-19 vaccine did not have a marketing authorisation. The Panel acknowledged that there was an 'Emergency Use Authorisation' under Regulation 174 Human Medicines 2012. However, that is not a marketing authorisation for the purposes of the Code.

In its response to the PMCPA, AstraZeneca was not able to confirm the number of Twitter followers its UK corporate account had at the time of Tweet 4. However, the Panel considered it reasonable to conclude that a large proportion of its followers would have been members of the public.

AstraZeneca submitted that Tweets 1-4 were "*non-promotional, factual, corporate communications*".

As with a number of previous cases in this area, the Panel considered that in principle it was possible for a pharmaceutical company to refer to work it was doing in response to the Covid-19 pandemic, and the production of vaccines, in a way that was compatible with the Code. The context at the time meant there was considerable public interest in this matter.

However, language, location, layout, intended audience and overall impression were also important factors. For example, what is suitable for a press release may not be suitable for a social media post.

Given the Panel considered that Tweet 4 was promotional and had been disseminated to the public in advance of the vaccine obtaining a marketing authorisation, the Panel ruled a **breach of Clause 3.1** of the 2019 Code.

Clause 14.1 – failing to certify promotional material

In its response to the PMCPA, AstraZeneca accepted that Tweet 4 had not been certified. AstraZeneca's reasoning for this was that it had considered it to be non-promotional and therefore did not require certification.

Given the Panel's conclusions above that Tweet 4 *did* fall within the Code's broad definition of promotion, the Panel considered that Tweet 4 should have been certified.

The Panel therefore ruled a **breach of Clause 14.1** of the 2019 Code.

Clause 26.1 – promoting a prescription only medicine to the public

Once a marketing authorisation has been granted, Clause 26.1 prohibited the promotion of prescription only medicines to the public.

The Panel noted that the AstraZeneca vaccine was not classified as a prescription only medicine at the time of Tweet 4. On this narrow technical point, the Panel ruled **no breach of Clause 26.1** of the 2019 Code.

Clause 29 – breach of the undertaking given in Case AUTH/3430/11/20

The Panel acknowledged that, in general terms, the subject matter of Case AUTH/3430/11/20 was similar to the current case i.e. social media activity related to the AstraZeneca Covid-19 vaccine.

However, the Panel considered that the previous case involved UK-based employees interacting with a LinkedIn post by a US-based colleague. It was a collection of individual errors of judgement on personal social media accounts, that led to content intended for a US audience being shared with a UK audience. The undertaking that was given following that case applied to avoiding similar errors occurring.

In contrast, the current case involved Tweet 4 having been examined by AstraZeneca's Global Corporate Affairs team for use by its official Twitter account. In the Panel's view, that team had mistakenly deemed Tweet 4 to be non-promotional, which had led to the breaches in this case.

In conclusion, the Panel considered that the circumstances of Case AUTH/3430/11/20 and the current case were sufficiently distinct, such that there had been no breach of undertaking. The Panel ruled **no breach of Clause 29** of the 2019 Code.

Clause 9.1 – failing to maintain high standards

The Panel acknowledged AstraZeneca's submission that Tweet 4 was historical and would have required the complainant to actively search to find it. However, the Panel would have expected AstraZeneca to be on notice to delete Tweet 4, given the fact that there had been several PMCPA cases involving AstraZeneca (and other pharmaceutical companies that were involved in Covid-19 vaccines) in which the Panel had ruled on similar matters to this case.

In relation to the requirement to comply with the letter and the spirit of the Code, the Panel was concerned in particular that AstraZeneca had not identified Tweet 4 as promotional during the development and approval process.

The Panel also took account of the fact that social media posts about prescription only medicines (especially unlicensed ones, as in this case) require careful consideration by companies, given the wide reach that these social media platforms have to the general public.

For all of these reasons taken together, the Panel considered that AstraZeneca had failed to maintain high standards and the Panel therefore ruled a **breach of Clause 9.1** of the 2019 Code.

Clause 2 – bringing discredit upon, and reducing confidence in, the pharmaceutical industry

The Panel noted that Clause 2 was a sign of particular censure and reserved for such use.

The Panel acknowledged that:

1. This matter concerned promotion prior to a marketing authorisation, which is an example of an activity likely to be in breach of Clause 2 in the supplementary information to Clause 2 of the 2019 Code.

2. Tweet 4 was a corporate post, as opposed to an error by an individual employee on their personal social media account.

3. Twitter is not a restricted audience and it was likely a significant proportion of AstraZeneca's followers were members of the public. Tweet 4 was therefore intended to reach a wide audience.

4. Although AstraZeneca may have considered that the post was intended for a US audience (given its reference to the US FDA), it was posted in the UK on the AstraZeneca corporate account and was accessible to a UK audience.

The Panel accepted that these allegations related to historical matters during the Covid-19 pandemic, which was an unprecedented time for the pharmaceutical industry. There was heightened interest in information from companies working on Covid-19 vaccines. The Panel also accepted that Tweet 4 was no longer newsworthy and was highly unlikely to be seen by members of the public unless an historical and targeted search was undertaken.

The Panel also weighed in the balance that the breach rulings above related to just one historical tweet. The Panel accepted that AstraZeneca had examined and considered Tweet 4 i.e. it had gone through AstraZeneca's processes, albeit that examination had considered it in a different light than the Panel.

On balance, the Panel considered that the other breaches above were sufficient in relation to this matter, and that the threshold for bringing the industry into disrepute had not been met in this case. The Panel therefore ruled **no breach of Clause 2** of the 2019 Code.

Complaint received **16 April 2024**

Case completed **6 May 2025**