

**CASE AUTH/3784/6/23**

## **COMPLAINANT v ASTRAZENECA**

**Alleged promotion to the public of AstraZeneca portfolio on LinkedIn**

### **CASE SUMMARY**

This case was in relation to a LinkedIn post, made by a third party, that named four AstraZeneca oncology medicines and was 'liked' by several UK-based AstraZeneca employees.

The outcome under the 2021 Code was:

<b>Breach of Clause 5.1</b>	<b>Failing to maintain high standards</b>
<b>Breach of Clause 26.1</b>	<b>Advertising a prescription only medicine to the public</b>

<b>No Breach of Clause 2</b>	<b>Requirement that activities of materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry</b>
<b>No Breach of Clause 26.2</b>	<b>Requirement that information about prescription only medicines which is made available to the public must be factual, balanced, must not raise unfounded hopes of successful treatment or encourage the public to ask their health professional to prescribe a specific prescription only medicine</b>

**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 (who later became non-contactable) who described themselves as a current employee of AstraZeneca.

### **COMPLAINT**

The complaint wording is reproduced below:

"I have been actively trying to gain the attention of senior leaders to stop this practice of UK based AZ UK colleagues likening [sic] or sharing medicines content to the public via LinkedIn.

However, a simple training email for AZ UK colleagues to read and sign is not possible & so I want to formally raise another example of promotion to the public, by senior colleagues.

Please find attached a third party post mentioning 3 AZ medicines at ASCO (Tagrisso, Lynparza, Enhertu) & there is also a mention of AZ medicine Calquence.

In effect half the AZ Oncology portfolio is mentioned by brand name in this 3rd party post and several AZ leaders have liked it & some are senior members of AZ medical. I have included a selection of AZ UK based colleagues.

The clauses to be considered here are:

Clause 2 as this behaviour is repeated despite efforts to educate  
Promotion to the public 26.1 & 26.2  
& Clauses related to a failure to maintain high standards

I am hoping this is the last time I will have failed to influence internally, and that the organisation will start to take medicines and their special nature more seriously.”

The complainant provided 17 image files with screenshots of:

- a LinkedIn post
- an article that the LinkedIn post linked to
- a list of people who had reacted to a post
- another list of people who had reacted to a post
- the top section of the LinkedIn profile of six people who appeared on the lists of people who had reacted.

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 26.1, 26.2, 5.1 and 2 of the Code.

## **ASTRAZENECA'S RESPONSE**

The response from AstraZeneca is reproduced below:

“We are disappointed to receive this complaint from an individual who alleges to be employed by AstraZeneca.

With respect to the LinkedIn post in question, this was posted by an individual, not by AstraZeneca or an AstraZeneca employee, so the complainant has correctly identified it as a “third-party” post. Therefore, the post did not require approval by AstraZeneca.

The LinkedIn post mentioned the following AstraZeneca medicines by brand name: Tagrisso, Lynparza, Enhertu and Calquence. The post also makes reference to the efficacy of Tagrisso.

The complainant sent several screen shots of LinkedIn users that liked the post with additional screen shots of six LinkedIn profiles of AstraZeneca employees that they believed were based in the UK. AstraZeneca confirms that the six profiles sent by the complainant are AstraZeneca Global employees, based in the UK.

AstraZeneca acknowledges that UK-based employees should not have engaged with this LinkedIn post. On receipt of the complaint, all employees identified by the complainant were contacted and asked to withdraw their “likes.” This was actioned immediately. Employees were also asked to re-familiarise themselves with the Global Standard Employee Use of Personal Social Media channels for AZ and work-related content.

AstraZeneca confirms that the six UK-based employees identified by the complainant have read and signed the Global Standard Employee Use of Personal Social Media Channels for AZ and Work- Related Content before the LinkedIn post in question was published. They had also completed the AstraZeneca Code of Ethics Awareness training, a mandatory online e-learning course (which is delivered on an annual basis) and includes a section on personal use of social media for work-related content.

We acknowledge that LinkedIn is a professional networking site, and that the PMCPA has previously determined that unless closed groups are used, or the individual can guarantee that their connections are HCPs, then any content being disseminated on LinkedIn is likely to include members of the public. Therefore, we accept that some of the AZ UK-based employees identified by the complainant are likely to have connections that may include members of the public.

#### **Additional information**

Upon further review of the screenshots provided by the complainant, we identified an additional, eight UK-based, Global employees who also liked the post. All eight UK-based employees were contacted to unlike the post immediately and re-familiarise themselves with the Global Standard Employee Use of Personal Social Media Channels for AZ and Work-Related Content. At the time of the LinkedIn post all employees, except one, have read and signed the social media standard. All employees have completed the annual Code of Ethics Awareness training.

#### **Other allegations made by the complainant**

The complainant states that they have been “actively trying to gain the attention of senior leaders to stop this practice of UK based AZ UK colleagues liking or sharing medicines content to the public via LinkedIn” and that “a simple training email for AZ UK colleagues to read and sign is not possible,” but the complainant provides no evidence of such requests being made, so we are unable to investigate further into this non-specific allegation.

#### **Conclusion**

At AstraZeneca we understand that given the nature of social media, our employees may inadvertently like posts. The liking of posts by AstraZeneca employees is never done with blatant disregard to internal policy. Where a genuine mistake has been made, this is quickly rectified. We do not believe that this brings the pharmaceutical industry into disrepute and thus refute a breach of Clause 2.

AstraZeneca takes self-regulation seriously and although our social media standard is robust and clear, it is difficult to give reassurances that individual employees will not make similar mistakes in future.”

## PANEL RULING

The Panel noted that the LinkedIn post at issue referred to by the complainant named four AstraZeneca oncology medicines (Tagrisso, Lynparza, Enhertu and Calquence). Among other things, it included the statements: “... with Tagrisso trial data that showed the medicine cut the risk of death by more than half in patients with a certain form of lung cancer who had tumor-removal surgery after an early diagnosis.” and “...a list of new AZ cancer medicines that ... have made a difference for patients in the last decade, like Tagrisso, Lynparza and Enhertu.” Calquence was described as a “blood cancer drug”.

The Panel noted that the post at issue contained two links. The first was to an article published on [named news website], which referred to the same Tagrisso trial data. The full article could not be accessed without a subscription and the Panel had access only to the part of the article available publicly. The second link was to a page on a book publisher’s website that enabled the purchase of a book by the author of the LinkedIn post. This webpage did not mention any medicines. Two people’s LinkedIn profiles were linked to from within the post (a LinkedIn ‘mention’), one of whom was a senior member of staff at AstraZeneca.

The Panel noted AstraZeneca’s submission that the post at issue was made by an individual, not by AstraZeneca or an AstraZeneca employee. The Panel therefore determined that the Code did not apply to the original post.

The Panel noted AstraZeneca’s submission that 14 UK-based AstraZeneca Global employees had ‘liked’ the post. In the Panel’s view, the UK-based employees’ engagement with the post would have proactively disseminated it to their LinkedIn connections in the UK, which, as acknowledged by AstraZeneca, likely included members of the public. The Panel determined that this brought the LinkedIn post within the scope of the UK Code. It was well established that if an employee’s personal use of social media was found to be in scope of the Code, the company would be held responsible.

The Panel noted that Tagrisso, Lynparza, Enhertu and Calquence were AstraZeneca prescription only medicines at the time of the post in question. In the Panel’s view, the statement “Tagrisso trial data showed that the medicine cut the risk of death by more than half in patients with a certain form of lung cancer who had tumor-removal surgery after early diagnosis” meant that the content of the original LinkedIn post could not be seen as anything other than promotional, and it was on this basis that the Panel made its rulings.

Clause 26.1 stated that prescription only medicines must not be advertised to the public. Noting the above, the Panel considered that by ‘liking’ the post at issue, the 14 UK-based AstraZeneca employees had proactively disseminated the post to their connections, which, on the balance of probabilities, included members of the public. The Panel therefore ruled a **breach of Clause 26.1**.

The Panel noted that the complainant had also cited Clause 26.2 in relation to promotion to the public. Clause 26.2 stated, among other things, that information about prescription only medicines that is made available to the public must: be factual and balanced, not raise

unfounded hopes of successful treatment, not be misleading with respect to safety, and must not encourage members of the public to ask their health professional to prescribe a specific prescription only medicine. The Panel did not consider that the complainant had made a specific allegation in this regard; Clause 26.2 was mentioned only in connection to “promotion to the public” which was covered by Clause 26.1. The Panel therefore ruled **no breach of Clause 26.2.**

The promotion of a prescription only medicine to members of the public was a serious matter and was such that AstraZeneca had failed to maintain high standards. The Panel ruled a **breach of Clause 5.1.**

The Panel noted the complainant’s allegation that they had “been actively trying to gain the attention of senior leaders to stop this practice”. The Panel noted that the complainant bore the burden of proof on the balance of probabilities, and had provided no information in support of their allegation. Accordingly, the Panel made no ruling in this regard.

The Panel noted the complainant’s comment that “a simple training email for AZ UK colleagues to read and sign is not possible”. The Panel noted AstraZeneca’s submission that all 14 of the employees concerned had completed mandatory Code of Ethics Awareness training (which included a section on personal use of social media for work-related content) and that all but one had read and signed AstraZeneca’s Global Standard: Employee use of personal social media channels for AstraZeneca and work-related content. The Panel noted that the Global Standard stated, among other things: “You are not permitted to engage with (liking, sharing, commenting on) content that is product-related or is about disease education/awareness topics from 3<sup>rd</sup> party sources.” The Panel noted that the complainant’s allegation was unclear and that they had provided no supporting information. Accordingly, the Panel made no ruling in this regard.

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

The Panel noted the complainant’s allegation that “this behaviour is repeated despite efforts to educate”. The Panel noted that the complainant bore the burden of proving their complaint, on the balance of probabilities. It was not clear to the Panel what information the complainant had provided with regard to this allegation. It was not for the Panel to infer reasons to support the complainant’s allegations; it was for the complainant to make out their complaint on the balance of probabilities.

Nonetheless, the Panel noted that the AstraZeneca Global Standard – Employee use of personal social media channels for AstraZeneca and work-related content SOP was applicable to all global employees.

The Panel noted the job titles of the 14 UK-based employees who had engaged with the post, as provided by AstraZeneca. In the Panel’s view, half of these appeared to be senior employees.

The Panel noted with concern that the 14 UK-based employees, including senior employees, had acted contrary to the company’s global standard policy and had failed to note the promotional nature of the post such that by ‘liking’ the post in question they had promoted AstraZeneca prescription only medicines to their LinkedIn connections, which would, on the

balance of probabilities, be a predominantly UK audience, including health professionals and members of the public.

The Panel noted AstraZeneca's submission that the 14 UK-based employees were asked to withdraw their 'likes', which was done immediately, and they were also asked to refamiliarise themselves with the Global Standard policy.

The Panel noted its comments and rulings above and considered that its concerns were adequately covered by the breach rulings. On balance, it did not consider that the particular circumstances of this case warranted a breach of Clause 2; and **no breach of Clause 2** was ruled.

**Complaint received**      **23 June 2023**

**Case completed**        **20 August 2024**