

RESPIRATORY NURSE v ASTRAZENECA

Material on a personal social media account

A respiratory nurse complained about Facebook/Instagram posts by an AstraZeneca UK sales manager. The posts referred to a named nurse who was a key opinion leader. The complainant stated that he/she attended many respiratory meetings locally and nationally and it had recently been brought to his/her attention by a colleague that a named respiratory influencer and educational nurse lead (nurse A) had posted on Facebook/Instagram a picture of his/her partner dressed up to go to an AstraZeneca sales manager's party. Nurse A also tagged the named sales manager in his/her post.

The complainant stated that the sales manager had also tagged nurse A in his/her pictures. The sales manager also had AstraZeneca staff at his/her party who had also been tagged and other representatives from various pharmaceutical companies.

Furthermore, the sales manager had posted a picture of nurse A in February 2019 commenting about his/her long-standing friendship with him/her. The sales manager also had many other health professionals on his/her Facebook/Instagram who might also perceive, like the complainant had, a serious breach of ethical standards and inducement to prescribe AstraZeneca medicines. The complainant submitted that companies like AstraZeneca should be responsible for the actions of their representatives and should provide sufficient training on the use of social media. The complainant queried whether Facebook/Instagram posts such as those at issue implied to members of the public and health professionals that it was acceptable for sales managers to have relationships, other than business relationships, with respiratory leaders such as nurse A. The complainant questioned how he/she could possibly now believe that nurse A talked in an unbiased and neutral manner.

The complainant queried whether this raised issues such as bribery and endorsement to prescribe AstraZeneca medicines. The complainant further queried what issues/concerns this raised with the public and their perception when they saw such posts. The complainant referred to frustration in terms of understanding the relationships key influencers had with representatives which should not be publicised on social media. The complainant noted that this was a manager who clearly identified him/herself as working for the pharmaceutical industry on Facebook/Instagram and who should be leading by example; if this was not addressed it would cause a norm which others might follow.

The detailed response from AstraZeneca is given below.

The Panel noted AstraZeneca's concern that the complaint was based on the existence of a private relationship but did not accept as stated by

AstraZeneca that adjudicating upon it would, *inter alia*, 'make it almost impossible for members of either [health professionals or company employees] to have any kind of professional or personal relationship with each other'. In the Panel's view, whilst such relationships were of course not prohibited *per se* companies should be mindful of both the internal and external impression given by such relationships, particularly when the health professional at issue was regularly engaged by the company as a consultant or otherwise received funds from the company and/or worked in the field associated with the employee who had posted the material. Companies should give staff clear guidance on such matters.

In the Panel's view, it was extremely important that clear distinctions were made between business and personal arrangements and that both public and peer perception was considered in this regard.

AstraZeneca explained that nurse A was a health professional engaged for cross-portfolio promotional and non-promotional activities. Nurse A's current place of work fell within the geographical area covered by the sales manager's team which might call upon him/her in the normal course of their employment. The Panel noted that nurse A was also engaged as a consultant by AstraZeneca and that in many of the consultancy agreements, the sales manager had played a role, albeit that he/she did not have sole responsibility for the arrangements.

The post from the sales manager's personal Instagram account in February 2019 included a picture of nurse A with text beneath it describing nurse A as the sales manager's friend and details of nurse A's role as a national key opinion leader in respiratory, diabetes and cardiovascular disease, listed some positive traits he/she possessed and then stated that the sales manager loved and missed him/her and was so happy to see him/her that day. It was unclear whether the interaction referred to in this social media posting was a personal or professional meeting but the Panel noted that according to AstraZeneca the sales manager had accompanied a team member to a call on nurse A that day.

The Panel noted AstraZeneca's submission about the private settings on each social media account. The Panel did not consider that a private setting automatically meant that all postings from that account were outside the scope of the Code. Whether such postings came within the scope of the Code would be determined on a case by case basis taking all the circumstances into account. The Panel considered that relevant factors for consideration in such circumstances included the privacy settings, the status of the social media accounts members/

followers, the size of the group, the content of the post and the impression created by the postings bearing in mind any commercial and personal relationship between the relevant parties. In this particular case, it appeared that the sales manager's private social media accounts members/followers included health professionals, including nurse A. The Panel noted that the complainant was shown the post by a colleague, it was not known whether the complainant was a follower or friend of the sales manager's Instagram/Facebook account him/herself.

In relation to the alleged posts about the sales manager's party the Panel noted that the posts might potentially fall within the scope of the Code; the Panel, however, had not been provided with a copy of these posts by either party. The Panel noted that the burden of proof was borne by the complainant and that the parties accounts differed. The complainant did not provide a copy of the party posts referred to although a brief description was given. The Panel considered that the complainant had not established that the Facebook/Instagram posts in relation to the sales manager's party constituted a failure of the sales manager to maintain a high standard of ethical conduct and the Panel ruled no breach of the Code in that regard.

The Panel noted that whilst the Instagram post in question did not mention AstraZeneca, its medicines or disease awareness, the post was made by an AstraZeneca employee in a managerial role about nurse A who worked in the same geographical area that the employee worked in and within a therapy area in which AstraZeneca had a commercial interest. Further, the health professional was engaged by AstraZeneca for various activities. The post described nurse A as a key opinion leader in three specific therapeutic areas including respiratory. The Panel only had the redacted post, it did not know how the sales manager described him/herself on Instagram. The complainant stated that the sales manager had not hidden that he/she was a member of the pharmaceutical industry. In the Panel's view, given the above factors, the Instagram post, albeit on the employee's personal Instagram account with private settings came within the scope of the Code. The Panel noted its view that whilst such relationships were of course not prohibited *per se* companies should be mindful of both the internal and external impression given by social media posts in relation to such relationships. The Panel noted that there was a difference in referring to a friend, who might be a health professional within a general social media post and referring to that friend as a key opinion leader in an area in which your company had a commercial interest and in which the company employee worked. Taking all the circumstances into account and, in particular, noting the impression given, the Panel considered that the Instagram post in question constituted a failure of the sales manager to maintain a high standard of ethical conduct and a breach of the Code was ruled.

The Panel considered that given the relationship between nurse A and the sales manager it was critical that AstraZeneca had processes in place to ensure that the consultancy arrangements were

robust and stood up to external scrutiny. The Panel noted that whilst it had some concerns about the transparency of the arrangements, the complainant had provided no evidence to show that the arrangements for the services provided by nurse A to AstraZeneca had been inappropriate, that there had not been a legitimate need for such services or that the engagement had been an inducement to prescribe, supply, administer, recommend, buy or sell any medicine. Nor had the complainant established that the nurse in question had spoken in a biased manner on behalf of AstraZeneca as a result of the relationship. No breach of the Code was ruled.

The sales manager had submitted annual declarations since December 2017 in which no conflict of interest had been declared as due to previous discussions with his/her line manager, the sales manager believed that a declaration of this personal relationship was not necessary. In the Panel's view, there was a clear potential conflict of interest given that the sales manager could raise or approve a service agreement with nurse A and, in addition, a perceived conflict of interest regardless of the sales manager's approval role. The Panel considered that AstraZeneca's conduct in this regard had not maintained high standards. A breach of the Code was ruled.

A respiratory nurse complained about Facebook/Instagram posts by an AstraZeneca UK Limited sales manager. The posts referred to a named nurse who was a key opinion leader.

COMPLAINT

The complainant stated that he/she was a long-standing respiratory nurse who attended many respiratory meetings locally and nationally. It had recently been brought to his/her attention by a colleague that a named respiratory influencer and educational nurse lead (nurse A) had posted on Facebook/Instagram a picture of his/her partner dressed up to go to an AstraZeneca sales manager's party. Nurse A also tagged the named sales manager in his/her post.

The complainant stated that the sales manager had also tagged nurse A in his/her pictures. The sales manager also had AstraZeneca staff at his/her party who had also been tagged and other representatives from various pharmaceutical companies. Furthermore, the sales manager had posted a picture of nurse A in February 2019 commenting about his/her long-standing friendship with him/her. The sales manager also had many other health professionals on his/her Facebook/Instagram who might also perceive, like the complainant had, a serious breach of ethical standards and inducement to prescribe AstraZeneca medicines. The complainant submitted that companies like AstraZeneca should be responsible for the actions of their representatives and should provide sufficient training on the use of social media. The complainant queried whether Facebook/Instagram posts such as those at issue implied to members of the public and health professionals that it was acceptable for sales managers to have relationships, other than business relationships, with respiratory leaders such as nurse A.

The complainant stated that this now questioned the opinions of key respiratory educational leads/speakers like nurse A who talked nationally. The complainant questioned how he/she could possibly now believe that nurse A talked in an unbiased and neutral manner.

The complainant was alarmed as to how inappropriate it was for a well-respected company such as AstraZeneca to allow for its employees to act in such an unprofessional manner. The complainant considered that this was an endorsement of AstraZeneca and others might perceive that to be too. If all pharmaceutical companies did this then where was the ethical conduct for health professionals in what was best for the patients when they attended educational talks by key influencers such as nurse A? The complainant queried whether this raised issues such as bribery and endorsement to prescribe AstraZeneca medicines. The complainant further queried what issues/concerns this raised with the public (other Facebook and Instagram members) and their perception when they saw the posts with the sales manager and nurse A and the local respiratory market and transfer of value.

The complainant referred to frustration in terms of understanding the relationships key influencers had with representatives. This should not be publicised on Facebook/Instagram and high ethical standards should be adhered to at all times. The complainant stated that his/her daily job was to provide the best possible options for his/her patients and he/she found this highly disrespectful as a health professional.

In further correspondence the complainant stated that he/she did not have any evidence as he/she was shown the pictures/posts by a colleague who was equally as shocked as him/her. The complainant was sure the AstraZeneca staff who were also tagged as present in the pictures should be able to verify that nurse A was present among the public members and other pharmaceutical colleagues/friends who had been tagged too. The Facebook/Instagram posts demonstrated two separate events where nurse A had been tagged and written about on the sales manager's social media accounts. The sales manager clearly identified him/herself as working with AstraZeneca on his/her LinkedIn account and it was not hidden that he/she was a member of the pharmaceutical industry too on his/her Facebook and Instagram.

The way that the relationship between Nurse A and the sales manager was perceived was very important and medicines developed and produced by multi-national companies such as AstraZeneca should be based on evidence; posts on social media somewhat distorted that. It seemed as though there were 'clicks' within the pharmaceutical industry between representatives and key influencers such as nurse A which showed an image which was not in line with the Code.

The complainant stated that having read the Code he/she submitted that there was a clear breach of ethical conduct on behalf of AstraZeneca. What

was most disturbing was that this was a manager who should be leading by example and why was this behaviour encouraged as clearly there were AstraZeneca staff at the party too. What example did this set to the company and other representatives too? The complainant stated that if this was not addressed it would cause a norm which others might follow.

When writing to AstraZeneca, the Authority asked it to consider the requirements of Clauses 9.1 and 15.2 of the Code.

RESPONSE

AstraZeneca noted that the complaint concerned the use of personal social media accounts by one of its sales managers, nurse A and nurse A's partner. During its investigation, AstraZeneca had noted that nurse A's partner was not a health professional and that the sales manager in question had no direct relationship with nurse A's partner: the scope of the response below was thus limited to interactions with nurse A.

AstraZeneca stated that it took its obligations under the Code very seriously and had investigated the points raised by the complainant. The company understood the importance of its responsibilities regarding the use of company owned social media channels and mention of company information on personal social media accounts. As such, AstraZeneca had a Global Standard – Employee Use of Social Media (copy provided), to guide employees with respect to mention of AstraZeneca diseases and medicines on social media platforms.

AstraZeneca noted that the privacy settings for the sales manager's social media accounts were set to private: this meant that these accounts were not open to the public. This had two important implications for this case. Firstly, whilst the AstraZeneca Global Standard – Employee Use of Social Media provided the governance framework for social media activity related to AstraZeneca, its products and disease education/awareness, it did not (and nor would it be appropriate to) govern personal social media activity beyond this remit. Secondly, the colleague who brought these posts to the complainant's attention must have also been a member of the sales manager's private group.

The professional relationship between the sales manager and nurse A started when the sales manager was a representative. Their personal relationship developed subsequently as a result of mutual interests which were not associated with the pharmaceutical industry, AstraZeneca or medicines. The sales manager confirmed that nurse A and his/her partner were invited to his/her party but were not able to attend.

AstraZeneca provided a copy of the Instagram message, referred to by the complainant, which was posted in February 2019 from the sales manager's private account. With respect to the messages that had been posted by nurse A, AstraZeneca would need to gain his/her permission for use of

screenshots that existed on his/her personal page or images of them on the sales manager's personal page and so these had not been provided.

AstraZeneca explained that nurse A was a health professional who AstraZeneca engaged for cross-portfolio promotional and non-promotional activities.

AstraZeneca stated that as nurse A's current place of work fell within the geographical area covered by the sales manager's team, they might call upon him/her in the normal course of their employment. Sales managers in AstraZeneca did not actively plan to see specific health professionals as part of the normal course of their employment. However, they were required to accompany team members when they called upon health professionals for coaching purposes. The last interaction the sales manager at issue had with nurse A was in February 2019 when he/she accompanied a team member for coaching purposes. AstraZeneca was confident that the interactions between nurse A and both AstraZeneca and the sales manager at issue were not excessive or inappropriate.

In the past 27 months (ie between 1 January 2016 - 5 April 2019), several meetings were recorded between nurse A and a number of AstraZeneca employees across respiratory, diabetes and cardiovascular teams. No calls/group meetings had been recorded between nurse A and the sales manager in this time period. Since becoming a sales manager, a number of calls/group meetings had taken place between nurse A and members of the sales manager's team. Since 2016, nurse A had interactions with AstraZeneca employees at a number of exhibition meetings. No interaction was associated with the sales manager in question. Details regarding the number of meetings were provided.

AstraZeneca provided a list of all the contracts it had with nurse A between 1 January 2016 and 5 April 2019. Some of the historical data was outstanding and the company was in the process of retrieving it.

AstraZeneca noted that in the last 27 months, several contracts between AstraZeneca and nurse A were raised and approved. Based on the available information, all of these contracts were related to speaker meetings and the sales manager had raised around a quarter of these which were approved by a line manager, and as a line manager the sales manager approved a small number which were raised by his/her team. Details regarding the number of contracts was provided and for context AstraZeneca provided the number of contracts the sales manager in question had raised for other health professionals in a similar time period.

AstraZeneca considered that the contracts raised by the company for nurse A were fair and appropriate. There was no evidence to suggest undue influence or unethical behaviour between nurse A and either AstraZeneca or the sales manager.

AstraZeneca stated that it required employees to inform the business of any actual or potential conflicts of interest so that mitigating actions could be put in place if deemed necessary.

The sales manager's line manager at the time confirmed that he/she had told him/her of the personal relationship with nurse A and of the social media connectivity. The line manager did not consider the relationship warranted any further declaration or remediation.

In December 2017, AstraZeneca introduced the requirement to submit annual declarations of conflict of interest. The sales manager had submitted annual declarations in which no conflict of interest had been declared. In line with previous discussions between the sales manager and his/her line manager, the sales manager believed that a declaration of this personal relationship was not necessary. AstraZeneca was in the process of coaching the sales manager and his/her current line manager to declare this personal relationship as a potential conflict of interest and confirm on an annual basis whether remediation was required.

In conclusion, AstraZeneca submitted that high standards had been maintained by the company and the sales manager at all times. The company denied any breach of Clauses 9.1 and 15.2 of the Code.

AstraZeneca added that it was concerned that this complaint was, in essence, based merely on the existence of a private relationship between a health professional and an employee of a pharmaceutical company and that it created a precedent which could lead to the PMCPA being compelled to investigate any complaint which alleged some non-specified wrongdoing based purely on the existence of such relationships. This could result in the self-regulatory complaints process becoming a vehicle for arbitrating private disputes and potentially defamatory allegations involving health professionals and members of the pharmaceutical industry. This would place an unmerited and unconscionable burden on both the industry and the medical profession and make it almost impossible for members of either to have any kind of professional or personal relationship with each other.

AstraZeneca provided information regarding the list of contracts between AstraZeneca and nurse A, that it acknowledged were outstanding with its initial response due to a change in systems. AstraZeneca provided an updated list of contracts. Over a third (not a quarter as previously indicated) of the contracts raised between AstraZeneca and nurse A were raised by the sales manager over the last 27 months.

AstraZeneca submitted that the additional information did not change AstraZeneca's original response; it still considered that the contracts raised by AstraZeneca for nurse A were fair and appropriate. There was no evidence to suggest undue influence or unethical behaviour between nurse A and both AstraZeneca and the sales manager in question. AstraZeneca therefore refuted the allegation of breaches of Clauses 15.2 and 9.1.

PANEL RULING

The Panel noted the complainant's concerns regarding the impression created by publicising the personal relationship between an AstraZeneca sales manager and nurse A on social media.

The Panel noted that the complainant had the burden of proving his/her complaint on the balance of probabilities. A judgement had to be made on the available evidence. The Panel noted that whilst the complainant stated that he/she did not have any evidence as he/she was shown the social media pictures/posts by a colleague he/she had described the material at issue.

The Panel noted AstraZeneca's concern that the complaint was based on the existence of a private relationship but did not accept as stated by AstraZeneca that adjudicating upon it would, *inter alia*, 'make it almost impossible for members of either [health professionals or company employees] to have any kind of professional or personal relationship with each other'. In the Panel's view, whilst such relationships were of course not prohibited *per se* companies should be mindful of both the internal and external impression given by such relationships, particularly when the health professional at issue was regularly engaged by the company as a consultant or otherwise received funds from the company and/or worked in the field associated with the employee who had posted the material. Companies should give staff clear guidance on such matters.

In the Panel's view, it was extremely important that clear distinctions were made between business and personal arrangements and that both public and peer perception was considered in this regard.

The Panel noted AstraZeneca's submission that the professional relationship between the sales manager and nurse A started when the sales manager was a representative and their personal relationship developed subsequently as a result of mutual interests which were not associated with the pharmaceutical industry, AstraZeneca or medicines.

AstraZeneca explained that nurse A was a health professional engaged for cross-portfolio promotional and non-promotional activities. AstraZeneca stated that nurse A's current place of work fell within the geographical area covered by the sales manager's team which might call upon him/her in the normal course of their employment. The Panel noted that according to AstraZeneca, between 1 January 2016 and 5 April 2019 no calls/group meetings had been recorded between nurse A and the employee in question and since becoming a sales manager, a number of calls/group meetings had taken place between nurse A and members of the sales manager's team. The last interaction the sales manager in question had with nurse A was in February 2019 when he/she accompanied a team member on a call with nurse A for coaching purposes. The Panel noted AstraZeneca's submission that the interactions between nurse A and both AstraZeneca and the sales manager at issue were not excessive or inappropriate.

The Panel noted that nurse A was also engaged as a consultant by AstraZeneca. The Panel noted that in many of the consultancy agreements with nurse A, the sales manager had played a role, albeit that he/she did not have sole responsibility for the arrangements. Out of several contracts raised for nurse A over the last 27 months, the sales manager had raised over a third which were approved by his/her line manager, and as a line manager the sales manager approved a small number which were raised by his/her team. The Panel noted AstraZeneca's submission that the contracts raised were fair and appropriate and there was no evidence to suggest undue influence or unethical behaviour between nurse A and either AstraZeneca or the sales manager.

With regard to the social media posts, the Panel noted that the parties' accounts differed with regard to nurse A's attendance at the sales manager's party; the complainant stated that nurse A had posted on Facebook/Instagram a picture of his/her partner dressed up to go to the named AstraZeneca sales manager's party and the sales manager had also tagged nurse A in his/her pictures from the party. According to AstraZeneca, however, the sales manager confirmed that nurse A and his/her partner were invited to his/her party but were not able to attend.

The Panel noted that the complainant referred to a second post on Instagram by the sales manager in February 2019. AstraZeneca provided a copy of a post from the sales manager's personal Instagram account which included what appeared to the Panel to be a picture of nurse A (face redacted) with text beneath it describing nurse A as the sales manager's friend. The post included details of nurse A's role as a national key opinion leader in respiratory, diabetes and cardiovascular disease, listed some positive traits he/she possessed and then stated that the sales manager loved and missed him/her and was so happy to see him/her that day. It was unclear whether the interaction referred to in this social media posting was a personal or professional meeting but the Panel noted that according to AstraZeneca the sales manager had accompanied a team member to a call on nurse A that day.

The Panel noted AstraZeneca's submission that the sales manager's social media accounts were private and further noted the company's submission that whilst the AstraZeneca Global Standard – Employee Use of Social Media document provided the governance framework for social media activity related to AstraZeneca, its products and disease education/awareness, AstraZeneca did not (and nor did it consider it would be appropriate to) govern personal social media activity beyond this remit.

The Panel noted AstraZeneca's submission about the private settings on each social media account. The Panel did not consider that a private setting automatically meant that all postings from that account were outside the scope of the Code. Whether such postings came within the scope of the Code would be determined on a case by case basis taking all the circumstances into account. The Panel

considered that relevant factors for consideration in such circumstances included the accounts privacy settings, the status of the social media accounts members/followers, the size of the group, the content of the post and the impression created by the postings bearing in mind any commercial and personal relationship between the relevant parties. In this particular case, it appeared that the sales manager's private social media accounts members/followers included health professionals, including nurse A. The Panel noted that the complainant was shown the post by a colleague, it was not known whether the complainant was a follower or friend of the sales manager's Instagram/Facebook account him/herself.

In relation to the alleged posts about the sales manager's party the Panel noted that the posts might potentially fall within the scope of the Code; the Panel, however, had not been provided with a copy of these posts by either party. The Panel noted that the burden of proof was borne by the complainant and that the parties accounts differed. The complainant did not provide a copy of the party posts referred to although a brief description was given. The Panel considered that the complainant had not established that the Facebook/Instagram posts in relation to the sales manager's party constituted a failure of the sales manager to maintain a high standard of ethical conduct and the Panel ruled no breach of Clause 15.2 in that regard.

The Panel noted that whilst the Instagram post in question did not mention AstraZeneca, its medicines or disease awareness, the post was made by an AstraZeneca employee in a managerial role about nurse A who worked in the same geographical area that the employee worked in and within a therapy area in which AstraZeneca had a commercial interest. Further, the health professional was engaged by AstraZeneca for various activities. The post described nurse A as a key opinion leader in three specific therapeutic areas including respiratory. The Panel only had the redacted post, it did not know how the sales manager described him/herself on Instagram. The complainant stated that the sales manager had not hidden that he/she was a member of the pharmaceutical industry. In the Panel's view, given the above factors, the Instagram post, albeit on the employee's personal Instagram account with private settings came within the scope of the Code. The Panel noted its view that whilst such relationships were of course not prohibited *per se* companies should be mindful of both the internal and external impression given by social media posts in relation to such relationships. The Panel noted that there was a difference in referring to a friend, who might be a health professional within a general social media post and referring to that friend as a key opinion leader in an area in which your company had a commercial interest and in which the company employee worked. Taking all the circumstances into account and, in particular, noting the impression given, the Panel considered that the Instagram post in question constituted a failure of the sales manager

to maintain a high standard of ethical conduct and a breach of Clause 15.2 was ruled.

The Panel noted the complainant's statement that based on the relationship between the sales manager and nurse A as seen in the social media posts in question, he/she queried how he/she could believe that nurse A talked in an unbiased and neutral manner and whether it raised issues such as bribery and endorsement to prescribe AstraZeneca medicines.

The Panel considered that given the relationship between nurse A and the sales manager it was critical that AstraZeneca had processes in place to ensure that the consultancy arrangements were robust and stood up to external scrutiny. The Panel noted that whilst it had some concerns about the transparency of the arrangements, the complainant had provided no evidence to show that the arrangements for the services provided by nurse A to AstraZeneca had been inappropriate, that there had not been a legitimate need for such services or that the engagement had been an inducement to prescribe, supply, administer, recommend, buy or sell any medicine. Nor had the complainant established that the nurse in question had spoken in a biased manner on behalf of AstraZeneca as a result of the relationship. No breach of Clause 9.1 was ruled.

The Panel was concerned that despite AstraZeneca's submission that it required employees to inform the business of any actual or potential conflicts of interest and the sales manager informing his/her line manager of his/her personal relationship with nurse A and of the social media connection, the line manager did not consider the relationship warranted any further declaration or remediation. The Panel further noted that despite AstraZeneca introducing the requirement to submit annual declarations of conflicts of interest in December 2017, the sales manager had submitted annual declarations in which no conflict of interest had been declared as due to previous discussions with his/her line manager, the sales manager believed that a declaration of this personal relationship was not necessary. In the Panel's view, there was a clear potential conflict of interest given that the sales manager could raise or approve a service agreement with nurse A and, in addition, a perceived conflict of interest regardless of the sales manager's approval role. The Panel considered that AstraZeneca's conduct in this regard had not maintained high standards. A breach of Clause 9.1 was ruled. The Panel noted that AstraZeneca was in the process of coaching the sales manager and his/her current line manager to declare this personal relationship as a potential conflict of interest and confirm on an annual basis whether remediation was required.

Complaint received	4 April 2019
Case completed	29 October 2019