

**CASE AUTH/3339/4/20**

## **EMPLOYEE v ACCORD**

### **Promotion of prescription only medicines on LinkedIn**

**An anonymous, contactable employee complained about the promotion of medicines on LinkedIn by Accord-UK Ltd. The LinkedIn post at issue stated that the company, in response to a growing demand for vital COVID-19 medicines, including cisatracurium, midazolam and paracetamol, was working with regulatory agencies to expedite the approval of a new manufacturing facility to increase medicine output. Accord manufactured all of the medicines referred to in formulations for injection/infusion; all of them were prescription only medicines.**

**The detailed response from Accord is given below.**

**The Panel considered that Accord's LinkedIn post would be read by a wide range of people including, on the balance of probabilities, members of the public. The post referred positively to three of Accord's prescription only medicines. The Panel noted that the Code prohibited the promotion of a prescription only medicine to the public. The Panel thus considered that the LinkedIn post describing the medicines as 'vital COVID-19 medicines' promoted prescription only medicines to members of the public; some people might assume that if they, or their relatives were not being treated with such medicines, they were not getting adequate care. A breach of the Code was ruled. The Panel considered that high standards had not been maintained. A further breach of the Code was ruled.**

**The Panel noted that the LinkedIn post was made with the knowledge and authority of Accord and was concerned that the phrase 'vital COVID-19 medicines' was not recognised as a claim. The material had been posted on a social media platform open to the public with no recognition that it was promotional; in the Panel's view this demonstrated an extremely poor understanding of the Code. The Panel noted its comments and concerns above and considered that Accord had brought discredit upon, and reduced confidence in, the pharmaceutical industry. A breach of Clause 2 was ruled.**

**An anonymous, contactable employee complained about the promotion of medicines on LinkedIn by Accord-UK Ltd. The post at issue stated that the company, in response to a growing demand for vital COVID-19 medicines, including cisatracurium, midazolam and paracetamol, was working with regulatory agencies to expedite the approval of a new manufacturing facility to increase medicine output. Accord manufactured all of the medicines referred to in formulations for injection/infusion; all of them were prescription only medicines.**

### **COMPLAINT**

**The complainant submitted that he/she had already raised the issue of a press release not being compliant with Code, but a senior executive at Accord had a low understanding of Code**

implications and seemed to consider that he/she did not need to put materials through the company's compliance procedures. The complainant had now seen that the press release had been posted on LinkedIn (a link to the post was provided). The post mentioned medicines and the complainant alleged that it was promotional.

When writing to Accord, the Authority asked it to consider the requirements of Clauses 26.1, 9.1 and 2 of the Code.

## **RESPONSE**

Accord submitted that the matter had not been raised internally first. The post in question was placed on the Accord Healthcare Corporate LinkedIn page by the EMENA (The Europe, Middle East and North Africa Region) PR and Communications team on in April 2020. Both the intent and content of the post was non-promotional. The content was limited to factual and accurate information and the intent was to detail Accord's response to the critical shortage of essential medicines during the COVID-19 public health crisis.

No information was given regarding indications for the medicines and nor were any product claims made. Accord thus submitted that the LinkedIn post did not, from any angle, constitute advertising to the public.

Accord submitted that it always examined such corporate advertising in line with the requirements of the supplementary information of Clause 14.3. The material in question was examined via email by two externally validated and nominated final medical signatories (details provided) before being posted on LinkedIn.

For the reasons stated above, Accord did not consider that the LinkedIn post had brought discredit upon, or reduced confidence in, the industry, and in that regard it denied a breach of Clause 2. Accord had also maintained high standards and so it also denied a breach of Clause 9.1.

## **PANEL RULING**

The Panel noted that LinkedIn was a business and employment-oriented platform used mainly for professional networking. In the Panel's view, it was not unacceptable for pharmaceutical companies to use LinkedIn accounts although they needed to be mindful of the numerous compliance issues that might arise. The Panel considered that companies should assume that the Code would apply to all of its LinkedIn posts unless, for very clear reasons, it could be shown otherwise; whether the Code applied would be determined on a case-by-case basis, taking into account all of the circumstances. The content of posted material would be a crucial factor. The Panel noted that the Accord LinkedIn post at issue featured the photograph of a senior employee and quoted him/her referring positively to cisatracurium, midazolam and paracetamol as 'vital COVID-19 medicines'; in that regard the Panel disagreed with the company's submission that the post contained no claims for the products in question.

The Panel considered that Accord's LinkedIn post would be read by a wide range of people including, on the balance of probabilities, members of the public. The post referred positively to three of Accord's medicines, all of which were prescription only medicines. The Panel noted that Clause 26.1 prohibited the promotion of a prescription only medicine to the public. The Panel thus considered that the LinkedIn post describing the medicines as 'vital COVID-19

medicines' promoted prescription only medicines to members of the public; some people might assume that if they, or their relatives were not being treated with such medicines, they were not getting adequate care. A breach of Clause 26.1 was ruled.

The Panel noted its ruling above and considered that high standards had not been maintained. A breach of Clause 9.1 was ruled.

The Panel noted that the LinkedIn post was made with the knowledge and authority of Accord and was concerned that the phrase 'vital COVID-19 medicines' was not recognised as a claim. The material had been posted on a social media platform open to the public with no recognition that it was promotional; in the Panel's view this demonstrated an extremely poor understanding of the Code. The Panel noted its comments and concerns above and considered that Accord had brought discredit upon, and reduced confidence in, the pharmaceutical industry. A breach of Clause 2 was ruled.

**Complaint received      27 April 2020**

**Case completed          30 November 2020**