CASE AUTH/3774/6/23

COMPLAINANT v ASTRAZENECA

Allegations about conduct on LinkedIn

CASE SUMMARY

This case was in relation to the activity of senior global UK-based AstraZeneca employees on LinkedIn. The complainant referred to two LinkedIn posts – the first of which was from a third party and 'liked' by two senior global UK-based AstraZeneca employees, and the second of which was posted by a US-based AstraZeneca employee and 'liked' by a senior global UK-based AstraZeneca employee.

The outcome under the 2019 Code was:

Breach of Clause 2	**Bringing discredit upon, and reducing confidence in, the pharmaceutical industry**
Breach of Clause 3.1	**Promoting a medicine prior to the grant of its marketing authorisation**
Breach of Clause 9.1 (x3)	**Failing to maintain high standards**
Breach of Clause 26.1 (x2)	**Advertising a prescription only medicine to the public**

No Breach of Clause 3.1	**Requirement that a medicine must not be promoted prior to the grant of its marketing authorisation**

This summary is not intended to be read in isolation.
For full details, please see the full case report below.

FULL CASE REPORT

A complaint was received about AstraZeneca, from an anonymous, contactable complainant who described themselves as an AstraZeneca employee, and had later become non-contactable.

COMPLAINT

The complaint wording in their first email is reproduced below:

> "I wanted to bring to your attention deliberate non compliant practices by members of [a] UK based (Cambridge) [global team], involving likes & shares on LinkedIn that are a direct promotion to the public, and so a breach of the code.
>
> In the four attached screenshots two senior AZ UK based employees [first named senior employee] & [second named senior employee] have both liked a post describing

the initiation of a phase 3 trial involving an investigation Tigit molecule & the licensed Imfinzi (AZ molecule). Despite repeated requests by myself & Compliance colleagues to unlike and thus stop sharing an unlicensed double combo regimen in stage 3 lung cancer, all efforts are just ignored, and the same behaviour is repeated on LinkedIn.

I would think that the PMCPA should consider the following clauses:

- Clause 2 – due to the repeated, deliberate behaviour of promoting specialized medicines to the public
- 4.1 – promotion prior to the grant of a marketing authorisation for the Imfinzi combination with the Arvid molecule
- 9.1 – a failure to maintain high standards
- 26.1 & 26.2 – direct promotion to the public"

The complaint wording in their second email is reproduced below:

"I wanted to flag a further example or a pattern of behaviour by senior global medical affairs colleagues at AZ of non compliance & direct promotion to the public.

Please refer to the screenshots to see [first named senior employee] promoting Poseidon (AZ's Imfinzi & tremelimumab) combo on LinkedIn to the public.

This behaviour has been repeated several times & despite much compliance training & reminders, including compliance colleagues phoning UK based global colleagues to unlike posts on LinkedIn, many Cambridge based colleagues refuse to cooperate & respect the PMCPA code.

Although this incident is historical (2 years back), as you can see the pattern of behaviour of promoting to the public on LinkedIn continues till day, repeated by a selection of senior, care free colleagues.

I would like the PMCPA to consider clause 2, 9.1 & 26.2 and 26.1.

The clause 2 is due to a failure to heed advice from senior signatories & repeating promotion to the public."

The case preparation manager corresponded with the complainant to ascertain the correct Code year; in a final email sent by the complainant they confirmed that they were using the 2021 Code and clarified that the relevant clauses that they wished to raise in relation to the LinkedIn post at issue in their first email were:

- "Clause 2 – as this is a repeated pattern of behaviour, and compliance advice is being ignored. Please consider other similar cases of late.
- 26.1 – promotion to the public
- 5.1 – A failure to maintain high standards
- 3.1 – off licence promotion of a phase 3 clinical trial involving Imfinzi - an AZ medicine in combination with another company's Tigit molecule
- 3.2 – Promotion of the Phase 3 trial to the public on LinkedIn"

The complainant stated that the same clauses applied to the LinkedIn post at issue in their second email as well.

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 2, 3.1, 3.2, 5.1 and 26.1 of the 2021 Code, as cited by the complainant in their final email.

ASTRAZENECA'S RESPONSE

The response from AstraZeneca is reproduced below:

> "Further to your letter dated 7 June, AstraZeneca would like to respond to the allegations raised by the complainant in their two emails from 6 June. We note that the complainant has provided copies of two LinkedIn posts from over two years ago; the first post from October 2020, which was liked by two global employees [named senior employees' initials], and the second post from May 2021, which was liked by one global employee [first named senior employee's initials]. At the time of engagement with these LinkedIn posts, both employees were based in the UK and had global job roles.
>
> **Our investigation**
>
> On receipt of the complaint, the two employees were contacted and asked to withdraw their "likes". This was actioned immediately by both employees.
>
> With respect to the allegations levied by the complainant that there have been repeated requests by Compliance for employees to unlike social media posts, and that "*This behaviour has been repeated several times & despite much compliance training & reminders, including compliance colleagues phoning UK-based global colleagues to unlike posts on LinkedIn, many Cambridge-based colleagues refuse to co-operate & respect the PMCPA code*" our investigation into this case and into recent cases over the last few years, has found that employees who have been contacted have always complied with the request to withdraw their like, and we have found no evidence to the contrary. It is typically the responsibility of either the UK Compliance Director or the Global Compliance Business Partner for the therapy area, to contact individuals who have liked posts which are the subject matter of complaints, and we can confirm that there has never been a refusal to comply with any such requests coming from Compliance.
>
> Our investigation also looked to understand whether either of the two individuals identified have ever received requests to unlike posts on social media, and we can confirm that [first named senior employee's initials] has not been contacted previously to withdraw a like, reaction, or comment from any social media platform. [Second named senior employee's initials] has previously been contacted to un-like a post which is the subject matter of an ongoing case, AUTH/3729/1/23. We have reported already as part of our investigation into that matter, that the individual was contacted inside one business day of receipt of the complaint from the PMCPA, and they withdrew their like of the post immediately. At the time of that complaint (AUTH/3729/1/23), the individual reviewed their previous recent history on LinkedIn, but their liking of two LinkedIn posts from over two years ago was missed. This current case relates to those historical instances from over two years ago. In conclusion, we

can confirm that requests to withdraw likes are actioned immediately and we do not have any evidence to suggest that employees are refusing to co-operate.

Training

We can confirm that both UK-based employees have read and signed the Global Standard Employee use of personal social media channels for AZ and work-related content, v3.0, in July and August 2020. They 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. [Second named senior employee's initials] was also directed to the Global Standard on Employee use of personal social media again in January 2023 due to the previous complaint (AUTH/3729/1/23). [First named senior employee's initials] was provided compliance training in May 2023 as part of preparation for attendance at an International Congress. This compliance training included high level do's and don'ts of social media engagement. Thus, with respect to training, high standards have been maintained by AstraZeneca and so we deny a breach of Clauses 5.1 and 2.

LinkedIn Profiles

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. From both [named senior employees' initials] public profiles, they have 500+ connections each, and thus we accept that some of their connections may include members of the public.

Content of LinkedIn Posts

The first LinkedIn post was made in October 2020, by the CEO of [named company]. This was a third-party post, which linked to a press release issued by [named company]. The press release included a quote provided by [a senior] AstraZeneca [research and development employee] at the time. AstraZeneca did not issue a mirror press release at the time. There are no certificates because the original post is not owned by AstraZeneca or posted by an AstraZeneca employee. The post was an announcement about [named company's] collaboration with AstraZeneca to evaluate the investigational product, domvanalimab, plus Imfinzi in a phase 3 trial in unresectable Stage III non-small cell lung cancer. The post makes reference to Imfinzi being the only immunotherapy approved for patients with unresectable Stage III NSCLC. There is a link to a press release issued by [named company]. At the time of the post, Imfinzi had a UK marketing for locally advanced, unresectable non-small cell lung cancer (NSCLC) and extensive-stage small cell lung cancer (ES-SCLC). The UK SmPC for Imfinzi effective in October 2020 is provided [to the Panel].

The second LinkedIn post was made in May 2021, by a US-based AstraZeneca employee at the time, on their personal LinkedIn account. There is no requirement for examination or certification of social media posts by a Global Nominated Signatory in line with ABPI Code requirements because the US-based employee is operating in accordance with the US internal AstraZeneca social media policy and US external regulation. Therefore, there are no certificates. The post was a communication about

the study results for a combination of Imfinzi, tremelimumab and chemotherapy in metastatic non-small cell lung cancer. The combination investigated in this study was under development and not licensed for this indication anywhere in the world at the time of the post. There is a link to a press release issued by AstraZeneca. At the time of the post, Imfinzi had a UK marketing [authorisation] for locally advanced, unresectable non-small cell lung cancer (NSCLC) and extensive-stage small cell lung cancer (ES-SCLC). The UK SmPC for Imfinzi effective in May 2021 is provided [to the Panel]. Tremelimumab was a product in development at the time.

Conclusion

AstraZeneca understand that given the nature of social media, some people may inadvertently like posts in error. Our investigations have revealed that liking of posts is never done with blatant disregard to internal policy, but individuals have admitted making genuine mistakes, which they have always been quick to rectify. This is not indicative of "deliberate non-compliant practices" as alleged by the complaint.

Whilst we acknowledge that the two AstraZeneca employees should not have engaged with this content, which was posted and liked from over two years ago, we do not believe that a small number of employees liking a post means that AstraZeneca has not maintained high standards or has brought discredit upon or reduced confidence in the pharmaceutical industry. We therefore refute the alleged breaches of clause 5.1 and clause 2 of the 2021 Code of Practice.

AstraZeneca takes self-regulation seriously and we are disappointed to have received this complaint. Although our social media standard instructs employees not to engage with any product-related content, and we take steps to immediately address complaints regarding our employees' engagements with social media posts, it is difficult to give reassurances that individual employees will not make similar mistakes in future. To this end, we would welcome the PMCPA's assistance to revise its procedure on how complaints of this nature are handled.

I trust that the enclosed information provides sufficient information for the Panel to rule on all matters in question."

PANEL RULING

The Panel noted the complainant's allegations were regarding non-compliant practices by members of a UK-based (Cambridge) global team, involving 'likes' and 'shares' on LinkedIn, which they alleged were direct promotion to the public. The complainant submitted screenshots of two separate historical LinkedIn posts to support the allegation. Each post had been 'liked' by AstraZeneca employees who, at the time of engagement with the LinkedIn posts, were based in the UK and had global job roles.

The Panel noted that it appeared the complainant had cited Clauses 2, 4.1, 9.1, 26.1 and 26.2 of the 2019 Code, however following communications with the complainant to ascertain the correct Code year, in which the complainant confirmed that they had used the 2021 Code, the case preparation manager had asked AstraZeneca to respond to Clauses 2, 3.1, 3.2, 5.1 and 26.1 of the 2021 Code, as cited by the complainant. The Panel noted that the dates on which the LinkedIn posts had been made were October 2020 and May 2021 and that the 2019 Code

therefore applied to both of the posts; on that basis the Panel decided to make its rulings under Clauses 2, 3.1, 9.1, and 26.1of the 2019 Code. The Panel noted AstraZeneca made no direct mention of Clauses 3.1, 3.2 and 26.1 of the 2021 Code in its response.

The Panel noted that the complainant made an allegation regarding "repeated requests" by them and Compliance colleagues to 'unlike' posts, "all efforts [being] ignored" and "this behaviour [being] repeated several times & despite much compliance training & reminders" and refusal of many Cambridge-based colleagues to cooperate.

The Panel noted AstraZeneca's submission that following its investigation into this case and recent cases, employees who had been contacted had always complied with the request to withdraw their 'like' and that there had never been a refusal to comply with any such requests coming from Compliance.

The Panel noted that the complainant bore the burden of proving their complaint, on the balance of probabilities. The Panel considered that the complainant had not provided enough information with regard to the allegation that many Cambridge-based colleagues had refused to cooperate with repeated requests to 'unlike' posts, despite compliance training and reminders, and had not discharged their burden of proving the allegation to show that a breach of the Code had occurred. Therefore, the Panel made no rulings in relation this this allegation.

The Panel noted that LinkedIn was different to some other social media platforms in that it was a business and employment-orientated network and was primarily, although not exclusively, associated with an individual's professional and current employment and interests; its application was not limited to the pharmaceutical industry or to healthcare. Whether the Code applied would be determined on a case-by-case basis, taking into account all of the circumstances including, among other things, content and distribution of the material.

The Panel noted that both posts at issue mentioned Imfinzi, an AstraZeneca prescription only medicine. The Panel noted that at the time of both posts Imfinzi (durvalumab) was indicated as monotherapy for the treatment of locally advanced, unresectable non-small cell lung cancer (NSCLC) in adults whose tumours expressed PD-L1 on ≥ 1% of tumour cells and whose disease had not progressed following platinum-based chemoradiation therapy and, in combination with etoposide and either carboplatin or cisplatin was indicated for the first-line treatment of adults with extensive-stage small cell lung cancer (ES-SCLC).

The first LinkedIn post and linked press release

The Panel noted the complainant's allegation that two senior AstraZeneca UK-based employees had 'liked' a post describing the initiation of a Phase 3 trial, which was direct promotion to the public.

The Panel noted that the first post was made in October 2020 by the Chief Executive Officer of [named company] which stated "Today [named company] announced a collaboration with AstraZeneca to evaluate domvanalimab (AB154), [named company's] investigational anti-TIGIT antibody, plus Imfinzi in a Phase 3 trial in patients with unresectable Stage III non-small cell lung cancer #NSCLC. Imfinzi is the only immunotherapy approved for patients with unresectable Stage III NSCLC". The post then discussed [named company's] commitment to advancing its portfolio to "bring potential benefits to the greatest number of patients, especially those with difficult to treat cancers where more options are needed". The post included a link to the

associated [named company] press release; the partially visible title of the press release stated: "[Named Company] to Collaborate With AstraZeneca on Registrational Trial for Domvanalimab, [Named Company's] Novel…". The Panel noted the press release included a quote provided by [a senior AstraZeneca research and development employee] at the time.

The Panel noted AstraZeneca's submission that the LinkedIn post and press release were published independently of AstraZeneca by the Chief Executive Officer of [named company] and that AstraZeneca had not issued a mirror press release at the time. AstraZeneca also submitted that the post had been 'liked' by two global AstraZeneca employees and that at the time of engagement with the LinkedIn posts, both employees were based in the UK.

The Panel considered the content of the first post and the linked press release in totality. In the Panel's view, the post, which included the indication for Imfinzi, and the linked press release, which included statements such as "Imfinzi is the only immunotherapy approved for patients with unresectable Stage III NSCLC and was the first significant advancement in over twenty-five years for the treatment of patients with Stage III NSCLC whose disease has not progressed following concurrent platinum-based chemotherapy and radiation therapy (CRT)." and the quote from the [senior AstraZeneca research and development employee] "This is a promising immunotherapy combination that has the potential to further enhance the efficacy and improvement of long-term survival that Imfinzi has already demonstrated in this setting, and to allow us to unlock the full potential of this medicine." could not be seen as anything other than promotional, and it was on this basis that the Panel made its rulings.

The Panel noted AstraZeneca's submission that the first LinkedIn post was made by a third party, the Chief Executive Officer of a named company, and was not owned by AstraZeneca or posted by an AstraZeneca employee. The Panel considered that this post, made by an employee of another company, independently of AstraZeneca, was not in scope of the Code.

However, UK-based employees had 'liked' the post. The Panel noted AstraZeneca's submission that the individual UK employees who had 'liked' the LinkedIn post had 500+ connections each. In the Panel's view, the UK employees' engagement with the post would have proactively disseminated the material to their LinkedIn connections in the UK, which likely included members of the public, and therefore brought the LinkedIn post and the linked press release 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 considered the content of, and the impression created by, the first LinkedIn post at issue and the linked press release.

Clause 3.1 states that a medicine must not be promoted prior to the grant of the marketing authorisation which permits its sale or supply. The Panel noted that domvanalimab was not an AstraZeneca molecule and on that basis ruled **no breach of Clause 3.1** in relation to domvanalimab.

The Panel noted that AstraZeneca held the marketing authorisation for Imfinzi and at the time of the LinkedIn post and the UK-based employees' engagement with it, Imfinzi was a prescription-only medicine, however, Imfinzi in combination with domvanalimab, for the treatment of patients with unresectable Stage III non-small cell lung cancer (NSCLC), was not a licensed indication. The Panel noted AstraZeneca's submission that each of the employees who had 'liked' the post had 500+ connections and considered, on the balance of probabilities, that not all of the

employees' connections on LinkedIn would meet the Code's definition of a health professional or other relevant decision maker. It therefore followed that the promotional LinkedIn post had likely been proactively disseminated to members of the public and constituted promotion of Imfinzi, a prescription only medicine to the public, albeit for an unlicensed indication, and **a breach of Clause 26.1** was ruled.

The Panel noted that Clause 3.2 of the 2019 Code required that the promotion of a medicine must be in accordance with the terms of its marketing authorisation and must not be inconsistent with the particulars listed in its summary of product characteristics. The Panel noted AstraZeneca had not been asked to respond to Clause 3.2 of the 2019 Code. The Panel noted its comments above, that use of Imfinzi in combination with domvanalimab was not a licensed indication. The Panel noted that the UK-based employees 'liking' the post would, on the balance of probabilities, have disseminated the post to the employees' followers, which might have included health professionals and members of the public. The Panel considered that this dissemination had, on the balance of probabilities, meant that Imfinzi had not been promoted in accordance with the terms of its marketing authorisation; the Panel considered that high standards had not been maintained in this regard, and **a breach of Clause 9.1** was ruled accordingly.

The second LinkedIn post and linked press release

The Panel noted the complainant's allegation that a senior global UK-based employee had promoted an Imfinzi and tremelimumab combination on LinkedIn.

The Panel noted that the second LinkedIn post was made in May 2021. The Panel noted that the screenshot of the post stated that the individual who made the post worked as a Deputy Chief Financial Officer at another named pharmaceutical company. However the Panel noted AstraZeneca's submission in this regard that the second post at issue was made by a US-based AstraZeneca employee at the time, on their personal LinkedIn account. The Panel noted that the post at issue stated "Another significant milestone to AstraZeneca's story in Lung Cancer. The first Phase III trial to demonstrate an overall survival (OS) benefit with tremelimumab given in combination with Imfinzi and chemotherapy #oncology #cancertreatment". The post included a link to an associated press release issued by AstraZeneca on astrazeneca.com; the partially visible title of the press stated: "Imfinzi and tremelimumab with chemotherapy demonstrated overall survival benefit in POSEIDON…".

The Panel noted that the third page of the linked press release referred to AstraZeneca's comprehensive portfolio, including "leading lung cancer medicines" such as Tagrisso, Iressa, Enhertu and datopotamab deruxtecan. The Panel noted that the allegations made by the complainant were limited to Imfinzi and tremelimumab; as there were no allegations made regarding other lung cancer therapies, the Panel made no ruling in relation to these products.

The Panel considered the content of the second post and linked press release in totality. In the Panel's view, the positive statement in the post regarding overall survival benefit with tremelimumab given in combination with Imfinzi and chemotherapy, and the content of the linked press release which included the title "First Phase III trial to demonstrate overall survival benefit with tremelimumab" and statements such as "Positive high-level results from the final analysis of POSEIDON showed the combination of Imfinzi, tremelimumab and chemotherapy demonstrated a statistically significant and clinically meaningful overall survival (OS) benefit versus chemotherapy alone." and positive safety data, meant that the second post at issue

could not be seen as anything other than promotional, and it was on this basis that the Panel made its rulings.

The Panel noted that AstraZeneca held the marketing authorisation for Imfinzi, and at the time of the second LinkedIn post and the UK-based employee's engagement with it, Imfinzi was a prescription only medicine, however, Imfinzi in combination with tremelimumab and chemotherapy, for the treatment of patients with Stage IV non-small cell lung cancer (NSCLC), was not a licensed indication.

The Panel considered, in general terms, that whether the activities of global employees came within the scope of the UK Code, would be decided on a case-by-case basis bearing in mind, amongst other things, the UK nexus and, if relevant, the requirements of Clause 1.2. The Panel, noting that the complainant bore the burden of proof, and noting the above, considered that the complainant had not established, on the balance of probabilities, that AstraZeneca UK was responsible for the post made by a US-based employee. The content of the post, as provided by the complainant, did not appear to have a UK nexus.

The Panel noted AstraZeneca's submission that the post had been 'liked' by a global AstraZeneca employee (the same employee who had also 'liked' the first post) and that at the time of engagement with the LinkedIn post, that employee was based in the UK. The Panel considered that it was the interaction with the post by a UK-based employee that brought it within the scope of the Code, and 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 AstraZeneca's submission that the combination investigated in the POISEIDON study (the combination of Imfinzi, tremelimumab and chemotherapy) was under development and not licensed for this indication anywhere in the world at the time of the post and that tremelimumab was a product in development at the time.

The Panel, noting the positive statement in the post regarding overall survival benefit with tremelimumab given in combination with Imfinzi and chemotherapy, and the title of the press release "First Phase III trial to demonstrate overall survival benefit with tremelimumab", in addition to positive outcomes in relation to treatment in patients with Stage IV NSCLC, the Panel considered that by 'liking' the post, the UK employee had proactively disseminated the post and linked press release, thus promoting tremelimumab prior to the grant of its marketing authorisation. **A breach of Clause 3.1** was ruled.

The Panel considered that 'liking' the post would, on the balance of probabilities, have disseminated the post to the UK employee's followers, which might have included health professionals and members of the public. The promotion of a medicine prior to the grant of a marketing authorisation was a serious matter and was such that AstraZeneca had failed to maintain high standards. The Panel ruled **a breach of Clause 9.1** in this regard.

The Panel noted AstraZeneca had stated that the UK-based employees in question had 500+ connections and as such accepted that some of their connections may include members of the public. It therefore followed that by 'liking' the promotional LinkedIn post it had likely been proactively disseminated to members of the public and constituted promotion of Imfinzi, a prescription-only medicine to the public, albeit for an unlicensed indication. The Panel ruled **a breach of Clause 26.1** in this regard.

The Panel noted that Clause 3.2 of the 2019 Code required that the promotion of a medicine must be in accordance with the terms of its marketing authorisation and must not be inconsistent with the particulars listed in its summary of product characteristics. The Panel noted AstraZeneca had not been asked to respond to Clause 3.2 of the 2019 Code. The Panel noted its comments above, that use of Imfinzi in combination with tremelimumab and chemotherapy was not a licensed indication. The Panel noted that the UK-based employee 'liking' the post would, on the balance of probabilities, have disseminated the post to the employee's followers, which might have included health professionals and members of the public. The Panel considered that this dissemination had, on the balance of probabilities, meant that Imfinzi had not been promoted in accordance with the terms of its marketing authorisation; the Panel considered that high standards had not been maintained in this regard, and **a breach of Clause 9.1** was ruled accordingly.

The Panel noted AstraZeneca's submission that there was no requirement for examination or certification of social media posts by a Global Nominated Signatory in line with ABPI Code requirements because the US-based employee who had made the second LinkedIn post at issue was operating in accordance with the US internal AstraZeneca social media policy and US external regulation, therefore, there were no certificates. The Panel noted there was no allegation about certification or having a certificate and on that basis made no ruling in that regard.

The Panel noted that the AstraZeneca Global Standard - Employee use of personal social media channels for AstraZeneca and work-related content SOP, which was applicable to all global employees, stated in bold under the heading "Sharing content from official AstraZeneca social media channels and websites" that: "You are not permitted to share content on your personal channels that is product-related, even if it has been published on official AstraZeneca channels or websites (like product-related press releases on AstraZeneca.com or a country website)." It further stated, under the bold heading "Sharing AstraZeneca-related content on your personal channels from 3rd party sources" that: "You are not permitted to engage with (liking, sharing, commenting on) content that is product-related or is about disease education/awareness topics from 3rd party sources. This is because there has been no internal check to verify the information in the post is accurate (we have a special responsibility as a life sciences company to be accurate) and that the content does not amount to product promotion".

In that regard, it appeared to the Panel that the two UK-based global employees had breached the company's global standard policy.

Both of these UK-based employees had very senior global job titles. The Panel considered that it appeared thattwo very senior employees had acted contrary to company policy and had failed to note the promotional nature of the posts such that by 'liking' the posts in question they had promoted tremelimumab prior to the grant of its marketing authorisation, and had promoted Imfinzi, a prescription only medicine, to members of the public, albeit for an unlicensed indication, 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 considered that a breach of Clause 2 was a sign of particular censure and reserved for such use.

It had been long-established in case precedent that seniority was a relevant factor in deciding whether such activity amounted to a breach of Clause 2. The impression given by very senior

staff was important. In addition, the Supplementary Information to Clause 2 referred to promotion prior to the grant of a marketing authorisation, and multiple/cumulative breaches of a similar and serious nature in the same therapeutic area within a short period of time, as examples of an activities likely to be in breach of that clause.

The Panel noted that a previous case, AUTH/3707/11/22, in relation to a LinkedIn post made by a senior AstraZeneca employee working for the US affiliate, about a new lung cancer treatment combination, which was 'liked' by 14 UK-based employees, was found to be in breach of the Code for, among other things, promotion to the public. In that case, the Panel noted the job titles of twelve of the UK-based employees and was concerned that they all appeared to be senior employees. However, following a successful appeal of the Panel's ruling of a breach of Clause 2 the Appeal Board ruling was silent on the issue of the relevance of the seniority of the AstraZeneca UK employees in relation to the Clause 2 matter.

The Panel noted that in another case, AUTH/3784/6/23, in relation to a LinkedIn post, made by a third party, that named four AstraZeneca oncology medicines and was 'liked' by 14 UK-based AstraZeneca employees, half of whom appeared to be senior employees, the Panel ruled breaches of the Code for advertising prescription only medicines to the public, however considered that the particular circumstances of this case did not warrant a breach of Clause 2.

The Panel noted that in a further case, AUTH/3796/7/23, in relation to a LinkedIn post, made by a third party, about the results of a phase 3 clinical study evaluating the use of datopotamab deruxtecan in certain lung cancer patients, that was 'liked' by a UK-based AstraZeneca employee, who was not a senior employee, the Panel ruled breaches of the Code for promotion prior to the grant of the marketing authorisation, however considered that the particular circumstances of this case did not warrant a breach of Clause 2.

Taking all the circumstances of this case (Case AUTH/3774/6/23) into account, including the seniority of the AstraZeneca employees, the impression created by very senior staff acting contrary to the company's global social media policy, the supplementary information to Clause 2 and in addition the reference to "a promising immunotherapy combination" in the linked press release in the first LinkedIn post, and positive outcomes from the POSEIDON trial in the linked press release in the second LinkedIn post, both of which, among other things, promoted a prescription only medicine (Imfinzi) outside of the terms of its marketing authorisation, the Panel considered that, on balance, AstraZeneca had brought discredit upon and reduced confidence in the pharmaceutical industry. **A breach of Clause 2** was ruled.

Complaint received **6 June 2023**

Case completed **21 October 2024**