

COMPLAINANT v ASTRAZENECA**Allegations about a LinkedIn profile****CASE SUMMARY**

This case was in relation to information within the 'Experience' section of the LinkedIn profile of a senior AstraZeneca employee.

The outcome under the 2021 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 that a medicine must not be promoted prior to the grant of its marketing authorisation
No Breach of Clause 5.1 (x2)	Requirement to maintain high standards at all times
No Breach of Clause 6.5	Requirement that the word 'new' must not be used to describe any therapeutic indication which has been promoted for more than 12 months in the UK
No Breach of Clause 8.1	Requirement to certify promotional material
No Breach of Clause 12.1	Requirement to include prescribing information
No Breach of Clause 26.1	Requirement not to advertise prescription only medicines to the public
No Breach of Clause 26.2	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

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 a named, contactable complainant.

COMPLAINT

The complaint wording is reproduced below:

"I am reaching out about a current AZ concern with respect to the poor role model behaviour set by the [senior employee] with respect to compliance.

On the AZ [senior employee's] LinkedIn profile reference to Enhertu (T-DXd), one of AZ's top medicines is mentioned by brand name (Enhertu) and descriptions of pivotal phase 3 trials e.g. Destiny Breast (DB) 06 is referenced along with the current off license indication of HER-2 low.

As you can appreciate by including a brand name and linking this to current and future indications is off license promotion to the public.

The PMCPA should investigate breaches of:

- clause 2 – as this person is [description of the seniority of the employee]. What role model behaviour is demonstrated by such reckless actions.

Additional clauses breached include:

- promotion to the public
- failure to meet high standards
- off label product promotion.
- failure to certify as contains brand name & indication

Despite much advice given internally the LinkedIn profile has not been changed highlighting a culture of impunity and arrogance."

"Just further additions of clauses to consider.

- inappropriate reference to HER-2 indications for Enhertu as 'new'. Enhertu has been licensed and reimbursed in Breast Cancer since 2022. So the word 'new' does not apply in 2024.
- also, a member of the public reading about Enhertu as a 'blockbuster' is likely to form their own opinion about Enhertu, raising hopes as a result of this special superlative. As a physician, I am always aware that Enhertu causes side effects such as ILD (pneumonitis), and in some cases (2.3%) this is grade 5 which means fatal.

This LinkedIn description is basically the promotion of Enhertu current licensed indications (HER-2 positive Breast Cancer) & future indications (HER-2 low) Breast Cancer to the public.

The promotional parts are missing certification, and use of PI and involves reckless promotion to all on LinkedIn.

The future indication mention in the description (HER-2) low is promotion of off license content to the public. All relevant such clauses should apply e.g. promotion to public, promotion prior to grant of MA, failure to meet high standards.

Clause 2 is also applicable here as this is not the first incident with AZ, and the [senior employee] should be role modelling compliance to all in the AZ org."

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 3.1, 6.5, 8.1, 12.1, 26.1, 26.2, 5.1 and 2 of the 2021 Code.

ASTRAZENECA'S RESPONSE

The response from AZ is reproduced below:

"We are writing to you in response to your letter dated 7th June, concerning a complaint from a complainant who describes themselves as a physician with respect to allegations about a LinkedIn profile.

You have asked AstraZeneca to bear in mind the requirements of Clauses 3.1, 6.5, 8.1, 12.1, 26.1, 26.2, 5.1 and 2 of the 2021 Code when responding to this complaint.

The complainant's allegations can be broken down as follows:

1. 'Poor role model behaviour set by [senior employee] with respect to compliance... [senior employee's] LinkedIn profile reference to Enhertu (T-DXd), one of AZ's top medicines is mentioned by brand name (Enhertu) and descriptions of pivotal phase 3 trials e.g. Destiny Breast (DB) 06 is referenced along with the current off-license indication of HER-2 low....by including a brand name and linking to current and future indications is off-license promotion to the public. The PMCPA should investigate breaches of clause 2 as this person is [description of the seniority of the employee]. What role model behaviour is demonstrated by such reckless actions. Additional clauses breached include promotion to the public, failure to maintain high standards, off label product promotion, failure to certify as contains brand name and indication'
2. 'Despite much advice given internally, the LinkedIn profile has not been changed highlighting a culture of impunity and arrogance'
3. 'Inappropriate reference to HER-2 indications for Enhertu as "new". Enhertu has been licensed and reimbursed in Breast Cancer since 2022. So, the word "new" does not apply in 2024'
4. 'Also, a member of the public reading about Enhertu as a blockbuster" is likely to form their own opinion about Enhertu, raising hopes as a result of this special superlative. As a physician, I am always aware that Enhertu causes side effects such as ILD (pneumonitis), and in some cases (2.3%) this is grade 5 which means fatal. This LinkedIn description is basically the promotion of Enhertu current licensed indications (HER-2 positive Breast Cancer) & future indications (HER-2 low) Breast Cancer to the public. The promotional parts are missing certification, and use of PI and involves reckless promotion to all on LinkedIn.

The future indication mention in the description (HER-2) low is promotion of off license content to the public. All relevant such clauses should apply e.g., promotion to public, promotion prior to grant of MA, failure to meet high standards. Clause 2 is also applicable here as this is not the first incident with AZ, and the [senior employee] should be role modelling compliance to all in the AZ org'

We will therefore address each of the complainant's allegations in turn according to the above relevant clauses of the ABPI Code of Practice.

AstraZeneca Response

Allegation 1

The complainant alleges; 'Poor role model behaviour set by [senior employee] with respect to compliance... [senior employee's] LinkedIn profile reference to Enhertu (T-DXd), one of AZ's top medicines is mentioned by brand name (Enhertu) and descriptions of pivotal phase 3 trials e.g. Destiny Breast (DB) 06 is referenced along with the current off-license indication of HER-2 low....by including a brand name and linking to current and future indications is off-license promotion to the public. The PMCPA should investigate breaches of clause 2 as this person is [description of the seniority of the employee]. What role model behaviour is demonstrated by such reckless actions. Additional clauses breached include promotion to the public, failure to maintain high standards, off label product promotion, failure to certify as contains brand name and indication.'

AstraZeneca response

In the evidence provided by the complaint, the reference to ENHERTU is included in the 'Experience section' of the profile of [named senior employee], AstraZeneca UK.

1. In order to access the 'Experience section' of an individual profile, a LinkedIn user is required to either search for the individual in question or open a post made by the individual. As you can see from the image below, you can only view the result from the search which does not show the 'Experience section.'
[Screenshot of LinkedIn search result for the AstraZeneca employee named by the complainant – 'Experience' section not visible]
2. Then to access [the employee's] profile, the LinkedIn user would need to select [the employee's] name and would see the image below. The image below does not include information in the experienced section of [the employee's] profile.
[Screenshot of the top portion of the employee's LinkedIn profile – 'Experience' section not visible]
3. Once in [the employee's] profile as above, the LinkedIn user would then need to scroll through the profile to get to the 'Experience section' as below.
[Screenshot of the next section of the employee's LinkedIn profile, showing the 'About' and 'Activity' sections – 'Experience' section not visible]
[Screenshot of the next section of the employee's LinkedIn profile, showing the

end of the 'Activity' section and the start of the 'Experience' section]

4. Then the LinkedIn user would then need to click on '[see more](#)' to get to the details of the 'Experience section.'
- [Screenshot of the 'Experience' section of the employee's LinkedIn profile]

As such the information in the 'Experience section' is not readily available or seen by the public. There is no promotion to the public as there are at least 3 steps and active decisions for any LinkedIn user to take before gaining access to the information in question, and each of those steps requires an interest in the individual for whom the experience, including work history is relevant. The 'Experience section' is relevant to those with a specific interest in the work undertaken by the individual to assess suitability for employment or project work opportunities and is equivalent to information in a curriculum vitae. We, therefore, deny being in breach of clauses 2, 26.1, 5.1, 3.1 and 8.1 of the Code.

Allegation 2

The complainant alleges; 'Despite much advice given internally, the LinkedIn profile has not been changed highlighting a culture of impunity and arrogance.'

AstraZeneca response

The advice given by AstraZeneca relates to content being posted on LinkedIn and other social media profile and not the content of 'Experience sections' on personal profile. This is in line with AstraZeneca policy.

Allegation 3

The complainant alleges; 'Inappropriate reference to HER-2 indications for Enhertu as "new". Enhertu has been licensed and reimbursed in Breast Cancer since 2022. So, the word "new" does not apply in 2024.'

AstraZeneca response

As outlined in response to allegation 1, reference to ENHERTU is contained in the 'Experience section' of the LinkedIn profile, and as per the evidence provided by the complainant, [the employee's] work on ENHERTU began in 2020 when ENHERTU fell within the definition of 'new' and as such the work history outlined and definition of 'new' is relevant to the audience, indicating the experience of working on a 'new' medicine. As such, that put 'new' in an historical context. It was entirely appropriate in the context of listing prior experience, to highlight work on a product that was 'new' at the time, and AstraZeneca did not consider that this statement misleadingly implied that the product was still new. We, therefore, deny being in breach of clauses 6.5 of the Code.

Allegation 4

The complainant alleges; 'Also, a member of the public reading about Enhertu as a "blockbuster" is likely to form their own opinion about Enhertu, raising hopes as a result

of this special superlative. As a physician, I am always aware that Enhertu causes side effects such as ILD (pneumonitis), and in some cases (2.3%) this is grade 5 which means fatal. This LinkedIn description is basically the promotion of Enhertu current licensed indications (HER-2 positive Breast Cancer) & future indications (HER-2 low) Breast Cancer to the public. The promotional parts are missing certification, and use of PI and involves reckless promotion to all on LinkedIn. The future indication mention in the description (HER-2) low is promotion of off license content to the public. All relevant such clauses should apply e.g., promotion to public, promotion prior to grant of MA, failure to meet high standards. Clause 2 is also applicable here as this is not the first incident with AZ, and the [senior employee] should be role modelling compliance to all in the AZ org.'

AstraZeneca response

As outlined in response to allegation 1 and 3 above, reference to ENHERTU is contained in the 'Experience section' of the LinkedIn profile. Information included in the 'Experience section' outlines the situations in which [the employee] has experience of working and is included as relevant to readers of the 'Experience section' of the LinkedIn profile e.g., potential employers and recruitment companies.

It is AstraZeneca's position that as LinkedIn is a professional networking platform that connects potential employers, recruitment companies and job seekers it is appropriate for individuals to include in the 'Experience section' of their LinkedIn profile relevant experience to be considered for another role. In the highly technical world of the pharmaceutical industry, experience with a relevant medicine or in a particular disease area is what may trigger connection or contact from a recruiter.

Therefore, there is no promotion to the public, no promotion prior to marketing authorisation or failure to meet high standards as there are at least 3 steps and decisions for any LinkedIn user to take before gaining access to the information in question, and each of those steps requires an interest in the individual for whom the experience is intended and relevant. Consequently, there is no need for certification and prescribing information.

As the information in the 'Experience section' was not aimed at the general public, we therefore deny being in breach of clauses 2, 3.1, 8.1, 12.1, 26.1 and 5.1 of the Code.

Additionally, looking at case precedents with regards to content of a LinkedIn profile of pharmaceutical employees: In case AUTH/3476/2/21, the Appeal Board *'noted that although the employee's profile was publicly available, to reach the 'Experience' section at issue would require an interest in the individual's work experience and several clicks to fully view the information. Such an interest in an individual would likely be by a potential employer or a recruitment company. Based on the nature of the 'Experience' section the Appeal Board did not consider that the information within the employee's profile had been advertised to the public and no breach of Clause 26.1 was ruled.'*

In case AUTH/3584/11/21, the Appeal Board *'noted that although the four employees' profiles appeared to be publicly available, the text at issue appeared within the 'Experience' section which, it could be argued, was primarily directed to those with an*

interest in the individual's work experience such as a potential employer or a recruitment company. On balance, based on the nature of the 'Experience' section within the four Roche employees' LinkedIn profiles, the Appeal Board did not consider that the complainant had established that the information within the 'Experience' section of each of the employee's LinkedIn profiles was such that a prescription only medicine had been advertised to the public and it therefore upheld the Panel's ruling of no breach of Clauses 26.1 and 26.2.'

Summary of AstraZeneca's position

In summary, AstraZeneca takes its obligations under the ABPI Code of Practice very seriously and have internal processes in place to ensure that we uphold high ethical standards and in line with the letter and spirit of the ABPI code.

Furthermore, AstraZeneca has a culture of 'speak up' and continuous learning, with several communication mechanisms in place (including our dedicated anonymous AZ Ethics hotline) to ensure that our employees may express their concerns through various means and channels.

In conclusion, AstraZeneca strongly refutes all of the complainant's allegations and categorically denies having brought the pharmaceutical industry into disrepute. As we have set out above, we vehemently deny bringing the pharmaceutical industry into disrepute and deny being in breach of clauses 3.1, 6.5, 8.1, 12.1, 26.1, 26.2, 5.1 and 2 of the 2021 Code."

PANEL RULING

The Panel noted that LinkedIn is primarily used as a professional networking platform for individuals and businesses and where individual users create profiles to showcase their work experience, skills and professional accomplishments. The Panel noted that material could be disseminated or highlighted by an individual on LinkedIn in a number of ways, such as posting, sharing, commenting or reacting. Any individual's activity and profile page were potentially visible to others outside their network, depending on the individual's security settings.

The Panel noted that a CV was a personal matter but when it was in the public domain, such as within a LinkedIn profile, there was an additional responsibility to ensure that the language used, and the impression given, was appropriate and that the content did not breach any codes, laws or regulations. Employees should be extremely cautious about any reference to a medicine and about how the pharmaceutical industry might be perceived by the public and health professionals. It was particularly important that pharmaceutical companies gave clear and unambiguous advice to employees in their social media policies and that staff were regularly trained in this regard.

Alleged promotion to the public

In relation to the allegation that information within the profile of a senior AstraZeneca employee advertised the prescription only medicine, Enhertu (trastuzumab deruxtecan), to the public, the Panel noted that the 'Experience' section of the employee's profile included the following phrases:

“During my time on ENHERTU”

“...from later lines breast cancer focus to delivery of the multi-award winning DB-03 and DB-04 launch phase.”

“I directly influence CDP development in HER2-Low and launch readiness for new HER2+ blockbuster indications.”

The Panel noted reference to case precedent in AstraZeneca’s submission (Case AUTH/3476/2/21 and Case AUTH/3584/11/21). The Panel considered that there were similarities between these cases and the matters at issue. The Panel noted, however, that each case was judged on its own merits.

The Panel noted that the ‘Experience’ section of an individual’s LinkedIn profile was essentially a summary of previous job roles, responsibilities and achievements. To see the ‘Experience’ section, a user would need to find and view an individual’s profile – the information would not appear on a user’s home page. The Panel took account of AstraZeneca’s submission that, once on the individual’s profile, the user would need to scroll down through the profile to reach the ‘Experience’ section. To see the text at issue would require additional clicks and scrolling by a user.

The Panel queried whether it was appropriate to mention medicines and their indications in a public online profile rather than just referring to the therapy area in which an individual worked. The Panel considered, however, that the information within the ‘Experience’ section, which would require a user to actively search and navigate, was distinct from, and appeared below, the ‘Activity’ section where posts, comments, reactions, etc., which would proactively disseminate information to the individual’s LinkedIn connections, would appear.

On the evidence before it, the Panel noted that although the employee’s profile appeared to be publicly available, the text at issue only appeared within the ‘Experience’ section. In the Panel’s view, the ‘Experience’ section was primarily directed to those with an interest in the individual’s work experience, such as a potential employer, a recruiter, or professionals seeking to connect or collaborate. The ‘Experience’ section required further navigation including scrolling and clicking by the reader to fully view the information. On balance, based on the nature of the ‘Experience’ section within the LinkedIn profile, the Panel did not consider that the complainant had established that the information within that section was such that a prescription only medicine had been advertised to the public. The Panel ruled **no breach of Clause 26.1**.

Alleged promotion of Enhertu prior to the grant of marketing authorisation and for an off-licence indication

In relation to the allegation that information within the LinkedIn profile constituted promotion prior to the grant of marketing authorisation, the Panel noted that, at the time of the complaint in June 2024, Enhertu was a licensed medicine in the UK. The Panel therefore ruled **no breach of Clause 3.1**.

In relation to the allegation that information within the LinkedIn profile constituted promotion of Enhertu outside of the terms of its marketing authorisation, or a “future indication”, the Panel noted within the summary of product characteristics that, at the time of the complaint, Enhertu

was indicated for (among other things) both HER2-positive breast cancer and HER2-low breast cancer:

“Breast cancer

HER2-positive breast cancer

Enhertu as monotherapy is indicated for the treatment of adult patients with unresectable or metastatic HER2-positive breast cancer who have received one or more prior anti-HER2-based regimens.

HER2-low breast cancer

Enhertu as monotherapy is indicated for the treatment of adult patients with unresectable or metastatic HER2-low breast cancer who have received prior chemotherapy in the metastatic setting or developed disease recurrence during or within 6 months of completing adjuvant chemotherapy”

The Panel also took into account its reasoning for the ruling of no breach of Clause 26.1, above. Noting that neither the complainant or the case preparation manager had raised Clause 11.2 in this regard, the Panel ruled on this allegation with regard to the requirement to maintain high standards. The Panel did not consider that the complainant had established that AstraZeneca had failed to maintain high standards by promoting Enhertu outside the terms of its marketing authorisation and ruled **no breach of Clause 5.1**.

Allegations relating to specific language within the profile

In relation to the allegation that use of the word “blockbuster” would raise hopes in members of the public, the Panel noted that Clause 26.2 required that information about prescription only medicines made available to the public must not raise unfounded hopes of successful treatment or be misleading with respect to the safety of the product. The Panel relied on the same reasoning as above in relation to Clause 26.1. While the Panel was concerned about the use of this language to describe a prescription only medicine in a LinkedIn profile available to members of the public, the Panel considered, on balance, that the nature of the ‘Experience’ section and its intended audience was such that, in this context, this statement would be unlikely to raise unfounded hopes in relation to the medicine. The Panel therefore, on balance, ruled **no breach of Clause 26.2**.

Clause 6.5 required that the word ‘new’ must not be used to describe any product or presentation which has been generally available, or any therapeutic indication which has been promoted, for more than twelve months in the UK. The complainant alleged that, as Enhertu had been licensed and reimbursed in breast cancer since 2022, the word ‘new’ should not have been used in 2024.

The Panel considered that the context of the word ‘new’ was particularly important in this case. The word was used in the following sentence: *“I directly influence CDP development in HER2-Low and launch readiness for new HER2+ blockbuster indications.”* The Panel considered that the employee was describing their personal contribution to activities in relation to any new indications that might be in development, and was not describing any particular product, presentation or indication as “new”. The Panel also took account of its reasoning for the ruling of no breach of Clause 26.1, above, and the context of the ‘Experience’ section of the LinkedIn

profile, with the text at issue falling within a description of the individual's role during a specified date range. The Panel ruled **no breach of Clause 6.5**.

Allegations relating to the requirements for promotional material

In relation to the complainant's allegation that "the promotional parts are missing certification, and use of PI", the Panel considered that, given its comments and ruling above in relation to Clause 26.1, it did not consider that the information in question within the 'Experience' section of the LinkedIn profile constituted promotion to health professionals and it therefore did not require prescribing information and did not need to be certified. The Panel therefore ruled **no breach of Clause 12.1** and **no breach of Clause 8.1**.

High standards and Clause 2

Given its rulings of no breaches above, the Panel considered that the complainant had not established that AstraZeneca had failed to maintain high standards or had brought discredit upon or reduced confidence in the pharmaceutical industry. The Panel therefore ruled **no breach of Clause 5.1** and **no breach of Clause 2**.

Complaint received 4 June 2024

Case completed 17 April 2025