

**CASE AUTH/3599/1/22**

## **HOSPITAL CONSULTANT v ASTRAZENECA**

**Alleged promotion of Forxiga, Lisinopril and other medicines on LinkedIn and declarations of interest**

### **CASE SUMMARY**

**This case related to the alleged promotion of Forxiga (dapagliflozin), lisinopril and other medicines on LinkedIn and declarations of interests in a published paper.**

**The Panel ruled a breach of the following Clauses of the 2021 Code in relation to an AstraZeneca employee, in contravention of UK company policy, liking and commenting on a LinkedIn post about dapagliflozin, thereby disseminating information about a prescription only medicine to members of the public, which may have encouraged members of the public to ask their health professional to prescribe it.**

<b>Breach of Clause 5.1</b>	<b>Failing to maintain high standards</b>
<b>Breach of Clause 26.1</b>	<b>Advertising a prescription only medicine to the public</b>
<b>Breach of Clause 26.2</b>	<b>Encouraging members of the public to ask their health professional for a specific prescription only medicine</b>

**The Panel ruled no breach of the following Clauses of the 2021 Code in relation to an allegation that an AstraZeneca employee had promoted named AstraZeneca prescription only medicines to the public in LinkedIn posts, that a post was not factual or balanced, that a post raised unfounded hopes of successful treatment, and that the conflict of interest declaration of the employee was not clear.**

<b>No Breach of Clause 5.5</b>	<b>Requirement to clearly indicate the role of the pharmaceutical company</b>
<b>No Breach of Clause 26.1</b>	<b>Requirement to not advertise prescription only medicines to the public.</b>
<b>No Breach of Clause 26.2</b>	<b>Requirement that information about prescription only medicines which is made available to the public must be factual, balanced, must not raise unfounded hopes of successful treatment or encourage the public to ask their health professional to prescribe a specific prescription only medicine.</b>

**Overall, the Panel considered that the rulings of breaches of the Code adequately covered the matter and an additional ruling of a breach of Clause 2 would be disproportionate in the particular circumstances of this case.**

<b>No Breach of Clause 2</b>	<b>Requirement that activities or material must not bring discredit upon, or reduce confidence in, the pharmaceutical industry.</b>
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**This summary is not intended to be read in isolation.  
For full details, please see the full case report below.**

## **FULL CASE REPORT**

A named contactable complainant who described him/herself as a hospital consultant in endocrine medicine complained about the alleged promotion of Forxiga (dapagliflozin), lisinopril and other medicines on LinkedIn and declarations of interests in a published paper.

## **COMPLAINT**

The complainant referred to two recent posts on LinkedIn by an AstraZeneca employee.

The first LinkedIn post by the AstraZeneca employee referred to a just published study on blood pressure control and anti-hypertensive therapy in the US.

The second LinkedIn post appeared to have been 'liked' and commented on by the AstraZeneca employee. The post, which appeared to be from another academic researcher referred to a just published study stating 'PRESERVED-HF just published. Large, clinically meaningful and highly significant benefit of dapagliflozin on symptoms, physical limitations and exercise function in HFpEF'. It included a flowchart of the study design and showed the numbers of patients screened and included in the study, beneath which was stated 'The SGLT2 inhibitor dapagliflozin in heart failure with preserved ejection fraction: a multicentre randomized trial – Nature Medicine'.

The complainant provided screenshots of the studies and stated that they made reference to an AstraZeneca medicine dapagliflozin (Forxiga) in heart failure, and the second study, around blood pressure control made reference to lisinopril, hydrochlorothiazide and other AstraZeneca medicines.

The complainant stated that the problem with posting studies on what was a social/professional networking site for professionals was that this was like promoting 'debatable evidence' from one study to the general public. Recently one of the complainant's patients challenged the complainant's clinical judgement having viewed these studies online.

The complainant requested that this rogue practice was stopped.

The complainant stated that the AstraZeneca staff member seemed to be a senior academic and was directly employed by the company as a leader in a relevant field according to his/her LinkedIn profile.

When providing additional information, the complainant stated that his/her complaint was essentially around a member of an AstraZeneca team promoting scientific evidence to the public, and before proper scientific discussion. Promotion should be to appropriate health professionals by trained sales personnel. The employee failed to openly state his/her affiliation with AstraZeneca in that he/she was a paid member of staff. This went against all ethics surrounding declaration of interest. Promoting on a professional recruitment platform like LinkedIn was not great scientific discipline as most people were members of the public.

In a further email the complainant stated that in relation to the second post and the publication authored by an AstraZeneca employee, there was no clear declaration of his/her conflict of interest in a publication which featured AstraZeneca's medicines, notably lisinopril, hydrochlorothiazide etc. The complainant provided a relevant screenshot of the publication and stated that a failure to acknowledge the alleged conflict of interest was in complete contravention of the Code. The screenshot provided by the complainant gave the affiliations of the authors as [named academic institution], and [named medical research institute].

When writing to AstraZeneca, the Authority asked it to consider the requirements of Clauses 5.5, 26.1, 26.2, 5.1 and 2 of the Code.

## **RESPONSE**

AstraZeneca stated that it would address each of the complainant's allegations according to the relevant clause of the Code.

### **Background investigation**

Following receipt of the complaint, AstraZeneca's internal investigation revealed that an employee of AstraZeneca UK had used his/her LinkedIn account to make a post announcing the publication of a research paper that he/she had co-authored in December 2021. A copy of the LinkedIn post was provided by the complainant. The research paper in question was a large, population-representative, medical record -based, clinico-epidemiological study evaluating the temporal trends in systolic blood pressure control. This work was undertaken by the employee before he/she joined AstraZeneca when he/she was employed by his/her former academic institution. It was important to note that AstraZeneca had no role or involvement whatsoever in the design or conduct of this study. The affiliations listed by the employee for this paper included his/her then employer, [named academic institution] where the study was conducted. Contrary to the allegations, the employee's potential conflicts of interests and his/her status as an employee of AstraZeneca (at the time of publication of this paper) had been fully declared in the study manuscript and was listed under the 'acknowledgement' section of the paper.

AstraZeneca stated that in the blood pressure (BP) study the authors presented potential differences in anti-hypertensives class exposed during follow-up stratified by age group, including the most common agents received during follow-up. The authors concluded that only a third to half of the population was likely to achieve sustainable BP control over 18 months after blood pressure-lowering drug initiation, and that there was an urgent need to revisit the management of hypertension. AstraZeneca noted the purely descriptive nature of this study with no mention of any AstraZeneca medicines. Furthermore, in the post shared by the employee on LinkedIn during the month of December 2021, AstraZeneca noted that the highlights of the BP study were presented with no mention of any medicines within the body of the post. The post was focused purely on the scientific findings of the employee's work and as such, AstraZeneca did not feel that the content of the post was unreasonable, nor could the company see this as potentially promoting 'debatable evidence' to the public. For the avoidance of doubt, the company reiterated that the employee was not an employee of AstraZeneca when this BP study was conducted and that the appropriate conflict of interest declarations of his/her status as an AstraZeneca employee were made at the time when the manuscript had been accepted for publication.

Separately, the anonymous complainant also mentioned a post around dapagliflozin in heart failure. AstraZeneca's investigation revealed that the employee had liked and commented on a LinkedIn Post made by another academic researcher around the publication of their paper in Nature Medicine. The paper was a multi-centre, randomised control trial of the SGLT2 inhibitor dapagliflozin in heart failure with preserved ejection fraction. AstraZeneca took swift action with the employee to take down the 'like' and comment that he/she had made on this post and the employee was further reminded of AstraZeneca's Social Media Policy.

### **Response to alleged breaches**

AstraZeneca strongly refuted any allegations of rogue behaviour as an organisation and of its employees. AstraZeneca would address, in turn, the relevant clauses of the Code.

### **Response to Clause 26.1 and Clause 26.2**

AstraZeneca stated that the post made by the employee on the publication of his/her BP study was factual, objective and scientific with no mention of any AstraZeneca medicines both in the post or the study itself. AstraZeneca was disappointed by the allegations raised and was perplexed to understand how the complainant could have perceived this post as promoting debatable evidence to the public. AstraZeneca denied any breach of Clauses 26.1 and 26.2.

Regarding the actions by the employee around the heart failure post, AstraZeneca noted that the employee was simply congratulating their fellow scientific peer in their latest academic achievement. Nevertheless, the 'like' and comments of the employee were a breach of AstraZeneca's own social media policy and, therefore, the company accepted that this constituted a technical breach of Clauses 26.1 and 26.2.

### **Response to Clause 5.5**

AstraZeneca stated that as mentioned in the background investigation section above, AstraZeneca had no involvement whatsoever in the BP study. The affiliations listed by the employee were an honest reflection of his/her affiliations at the time of this study and the conflict of interest declarations made in the study manuscript were complete and appropriate. AstraZeneca denied any breach of this clause.

### **Response to Clause 5.1**

AstraZeneca stated that it had a clear social media policy in place which provided a framework to ensure compliance of the Code. All UK employees received training on this policy and were required to adhere to it. The employee had attended AstraZeneca's social media training and was fully aware of the company's internal policy. Despite this, he/she had inadvertently 'liked' and commented on the SGLT2 post, congratulating the post author on their academic achievement. AstraZeneca accepted that this regrettable error meant that high standards were not met on this occasion.

### **Response to Clause 2**

AstraZeneca stated that it took its responsibilities under the Code very seriously. AstraZeneca had strict social media policy guidelines in place and regularly updated its employees of these guidelines. The Global Standard for employee use of personal social media channels for

AstraZeneca and work-related content instructed AstraZeneca employees not to like, share, or comment on any product-related content from third party sources. AstraZeneca provided regular internal communications on WorkPlace (an internal communication platform) to remind employees about the key principles of personal social media use for AstraZeneca or work-related content. AstraZeneca also ran a virtual social media code training workshop for the UK affiliate in October 2021. Furthermore, as part of the AstraZeneca Code of Ethics awareness training, a mandatory online e-learning course was delivered to all AstraZeneca employees on an annual basis. This training course was updated in 2021 to include a new section on personal use of social media for work-related content, and the employee in question had successfully completed this mandatory training course in November 2021.

Given AstraZeneca's strict social media policy guidelines and training, the employee's post was regrettable. However, AstraZeneca took action to address the post immediately, ensuring that he/she swiftly removed the 'like' and comment on the heart failure post and AstraZeneca had reminded the employee of the company's social media policy guidelines. As a result, AstraZeneca was confident that it had minimised the exposure of this social media activity and the company was confident that this matter had not brought discredit to or reduced confidence in the pharmaceutical industry. It was not inherently unreasonable for the employee to wish to make a post concerning the BP study and he/she was relatively new to AstraZeneca at the time. AstraZeneca found it difficult to comprehend how this action could amount to rogue behaviour on its part, especially given that this was not part of any organised activity and was not instigated or requested by AstraZeneca in any way. AstraZeneca refuted any allegation that this had brought discredit to the pharmaceutical industry and denied any breach of Clause 2.

In summary, AstraZeneca had established that the employee's post concerning the BP study was factual and scientific, related to the publication of a study that he/she conducted prior to joining AstraZeneca. AstraZeneca had no involvement whatsoever in the BP study and no AstraZeneca medicines were mentioned within the post or the study manuscript itself. The declarations of conflict of interest made by the employee in the BP study manuscript were complete and accurate. AstraZeneca would like to point out that the employee in question was a highly-regarded scientist who was passionate about science and scientific exchange alone, with no interest in any form of promotion to the public. AstraZeneca accepted that the fact that the employee had 'liked' and congratulated his/her academic peer's heart failure publication on LinkedIn contravened AstraZeneca's internal social media policy and the company accepted that this resulted in technical breaches of Clauses 26.1, 26.2 and consequentially, Clause 5.1. However, AstraZeneca vehemently denied that the independent actions of this one employee constituted 'rogue practice' in any way and categorically denied any breaches of Clause 5.5 and Clause 2.

## **PANEL RULING**

The Panel noted that the complainant referred to two recent posts published on LinkedIn by an AstraZeneca employee.

### **1 Post 1**

The first post, made by the company employee, stated 'Pleased to report our just published study on blood pressure control in 1.1 million US people from the initiation of anti-hypertensive therapy between 2006-2018. Only 30-50% of the population are achieving sustainable blood pressure control over 18 months after anti-hypertensive drug initiation, with no indication of

improvement in control over the last decade. The prevalence of diabetes and depression have been consistently increasing in this population across all age groups, particularly in those aged 18-49 years. This certainly poses additional complexity in managing the multimorbidity including diabetes, chronic kidney disease, etc., particularly in young-onset population with the increasing burden of obesity.’ This was followed by a number of hashtags, including #nice, #fda, #mhra, #emea. Beneath the hashtags was a thumbnail preview of the study in question, partially displaying the title ‘Trend in Blood Pressure Control After Antihypertensive Drug Initiation in t....’.

The Panel noted that AstraZeneca’s internal investigation revealed that an employee of AstraZeneca UK who was working as a leader at the time of the complaint, had used his/her LinkedIn account to make a post announcing the publication of a research paper that he/she had co-authored in December 2021. The Panel noted AstraZeneca’s submission that this work was undertaken by the employee before he/she joined AstraZeneca when he/she was employed by his/her former academic institution. The Panel noted AstraZeneca’s submission that it had no role or involvement whatsoever in the design or conduct of this study.

The Panel noted that the study mentioned in the post in question evaluated the temporal trends in systolic blood pressure control over 18 months after blood pressure-lowering drug initiation in the US population. Prevalence trends of cardiovascular disease, diabetes, and depression at blood pressure-lowering drug initiation, blood pressure-lowering drug therapy intensification over 18 months, and the adjusted probability of achieving systolic blood pressure control 6 months after baseline and sustaining the control for over 18 months were evaluated. The study concluded that in the US, only 30%-50% of the population were achieving sustainable blood pressure control over 18 months after blood pressure-lowering drug initiation, with no indication of improvement in control over the last decade.

The Panel noted the complainant’s allegation that the study in question referred to lisinopril, hydrochlorothiazide and other AstraZeneca medicines.

The Panel noted AstraZeneca’s submission that the study was purely descriptive in nature with no mention of any AstraZeneca medicines in the paper and that the post made by the employee on the publication of his/her BP study was factual, objective and scientific with no mention of any AstraZeneca medicines both in the post or the study itself.

The Panel noted AstraZeneca’s submission that in the BP study paper, the authors presented potential differences in anti-hypertensives class exposed during follow-up stratified by age group, including the most common agents received during follow-up.

The Panel noted that the BP study mentioned the blood pressure-lowering drugs hydrochlorothiazide, lisinopril, metoprolol, amlodipine, losartan, pentoxifylline, clonidine, aliskiren in a table which listed the variables in the study cohort. It did not appear to the Panel that any of these products were, at the time of the post in question, AstraZeneca medicines.

The Panel noted the requirements of Clauses 26.1 and 26.2.

The Panel noted the narrow nature of the complainant’s allegations in relation to named AstraZeneca products. The Panel noted that the complainant bore the burden of proof and did not consider that he/she had established that the employee had promoted specific AstraZeneca medicines to the public in the LinkedIn post about the BP Study as alleged and on this narrow ground therefore ruled **no breach of Clause 26.1** in this regard.

The Panel did not consider that this post was not factual or balanced or that it raised unfounded hopes of successful treatment or encouraged members of the public to ask their health professional to prescribe a specific AstraZeneca prescription only medicine or was otherwise debatable as alleged and therefore ruled **no breach of Clause 26.2** in this regard.

## 2 Post 2

The Panel noted that the AstraZeneca employee had liked and commented on a second LinkedIn post by another academic researcher. The post stated 'PRESERVED-HF just published. Large, clinically meaningful and highly significant benefit of dapagliflozin on symptoms, physical limitations and exercise function in HFpEF'. It included a flowchart of the study design and showed the numbers of patients screened and included in the study, beneath which was stated 'The SGLT2 inhibitor dapagliflozin in heart failure with preserved ejection fraction: a multicentre randomized trial – Nature Medicine'. The employee had liked this post and commented 'Congratulations'. The Panel did not have the published study before it.

The Panel noted AstraZeneca's submission that the paper was a multi-centre, randomised control trial of the SGLT2 inhibitor dapagliflozin in heart failure with preserved ejection fraction. The Panel noted AstraZeneca's submission that the employee was simply congratulating their fellow scientific peer in their latest academic achievement. Nevertheless, the 'like' and comments of the employee were a breach of AstraZeneca's own social media policy.

The Panel noted that AstraZeneca's Global Standard Social Media Policy stated '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'.

The Panel considered that by liking the post in question, and commenting on it, the employee had potentially disseminated the post to members of the public within and outside his/her LinkedIn network proactively. The Panel considered that an AstraZeneca prescription only medicine had been promoted to the public and **a breach of Clause 26.1** was therefore ruled, as acknowledged by AstraZeneca.

The Panel considered that the statement in the post 'PRESERVED-HF just published. Large, clinically meaningful and highly significant benefit of dapagliflozin on symptoms, physical limitations and exercise function in HFpEF' may have encouraged members of the public to ask their health professional to prescribe a specific prescription only medicine, and **a breach of Clause 26.2** was therefore ruled, as acknowledged by AstraZeneca.

## 3 Declaration of affiliation

The Panel noted in relation to post 1, the complainant's allegation that the AstraZeneca employee had failed to state his/her affiliation with AstraZeneca ie that he/she was a paid member of staff. The Panel noted that the complainant alleged that in the publication authored by the employee there was no clear declaration of his/her conflict of interest, in a publication which featured AstraZeneca medicines.

The Panel noted AstraZeneca's submission that it had no involvement whatsoever in the BP study. The affiliations listed by the employee were an honest reflection of his/her affiliations at the time of this study and the conflict of interest declarations made in the study manuscript were complete and appropriate.

The Panel noted the Acknowledgements section in the BP study stated 'The [healthcare organisation] gratefully acknowledges the support from the National Health and Medical Research Council and the Australian Government's National Collaborative Research Infrastructure Strategy initiative through Therapeutic Innovation Australia'. The Panel noted that the Acknowledgements also stated that the employee had acted as a consultant or speaker for a number of pharmaceutical companies, including AstraZeneca and was currently an employee of AstraZeneca. The Panel noted that his/her financial disclosures included grants received in support of investigator and investigator-initiated clinical studies from a number of pharmaceutical companies, including AstraZeneca.

The Panel, noting the information before it, did not consider that the complainant had established that the BP study was sponsored by AstraZeneca, or that it had any involvement in relation to the study as referred to in Clause 5.5. The Panel queried whether the complaint raised a Clause 5.5 matter. In any event, the Panel did not consider that the individual's conflict of interest declarations were not clear as alleged. **No breach of Clause 5.5** was ruled.

#### **4 Overall**

The Panel noted AstraZeneca's submission that it had a clear social media policy in place which provided a framework to ensure compliance of the Code. All UK employees received training on this policy and were required to adhere to it. The AstraZeneca employee had attended AstraZeneca's social media training and was fully aware of the company's internal policy. Despite this, he/she had inadvertently 'liked' and commented on the heart failure post, congratulating the post author on their academic achievement. The Panel considered that AstraZeneca had been let down by its employee in this regard.

The Panel was concerned that an AstraZeneca employee had, in contravention of UK company policy, 'liked' and commented on the LinkedIn post in question resulting in, on the balance of probabilities, the subsequent proactive dissemination of information about a prescription only medicine to his/her LinkedIn connections; an action that resulted in rulings of breaches of the Code. In that regard, high standards had not been maintained and **a breach of Clause 5.1** was ruled, as acknowledged by AstraZeneca.

The Panel noted AstraZeneca's submission that it took its responsibilities under the Code very seriously and provided regular internal communications on Workplace (an internal communication platform) to remind employees about the key principles of personal social media use for AstraZeneca or work-related content. The Panel noted AstraZeneca's submission that it took action to address the post immediately, ensuring that the employee swiftly removed the 'like' and comment on the heart failure post and AstraZeneca had reminded the employee of the company's social media policy guidelines.

The Panel noted its comments and rulings above and considered that the rulings of breaches of the Code adequately covered this matter and an additional ruling of a breach of Clause 2 would be disproportionate in the particular circumstances of this case. A ruling of a breach of Clause 2



was used as a sign of particular censure and reserved for such use. The Panel therefore ruled **no breach of Clause 2.**

**Complaint received**      **16 January 2022**

**Case completed**        **11 April 2023**