

CASE AUTH/3837/10/23

COMPLAINANT v ASTRAZENECA

Allegations about transparency online

CASE SUMMARY

This case was in relation to a Twitter post by a contracted health professional which included reference to ‘speak up for copd’ and an image which included the web address for the Speak Up for COPD campaign website. The complainant alleged that there was no mention of AstraZeneca in the post despite the fact that the company had provided funding for the Speak Up for COPD Campaign. The Complainant further alleged that AstraZeneca’s involvement was not clear on the Speak Up for COPD website itself.

The outcome under the 2021 Code was:

Breach of Clause 5.5	Failing to be sufficiently clear as to the company’s role and involvement
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 5.1	Requirement to maintain high standards at all times
No Breach of Clause 5.5	Requirement to be sufficiently clear as to the company’s role and involvement
No Breach of Clause 24.2	Requirement that arrangements for contracted services fulfil specific criteria

**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 from an anonymous, contactable complainant about AstraZeneca.

COMPLAINT

The complaint wording is reproduced below:

“A post on twitter has been placed by a UK HCP [name] who is working with AstraZeneca on a program around COPD awareness called speak up for COPD. The twitter post from [date] on the HCP account reads as follows - Finally, you can read more in the GOLD document itself: [link provided] I hope you found this useful – and I’m really keen to hear your thoughts! Oh, and please remember to #speakupforCOPD – I have and always will.

In the same post, there was also a picture of a patient with the text [speakupforcopd.com](https://www.speakupforcopd.com). The link to the post is [link provided]. In this twitter post, there was no mention of AstraZeneca despite the fact that [speakupforcopd.com](https://www.speakupforcopd.com) was directed to UK members of public and has clear AstraZeneca involvement. [link provided]. On this website, the declaration of involvement was not given at the beginning around involvement of AstraZeneca. One had to scroll all the way till the conclusion of the page to see the declaration around AstraZeneca involvement. Both the twitter post and the website did not meet ABPI code requirements in being transparent from the outset as to AstraZeneca involvement. It was unclear as to why AstraZeneca had not told the UK HCP to mention AstraZeneca involvement in their twitter post. Clauses 5.5, 5.1 and 2 had been breached.”

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 5.5, 5.1 and 2 as cited by the complainant and in addition the requirements of Clause 24.2 of the Code.

ASTRAZENECA’S RESPONSE

The response from AstraZeneca is reproduced below:

“Further to your letter dated 12 October 2023, please find below AstraZeneca’s response to allegations raised by the anonymous complainant in their email from 11 October 2023, in relation to a social media post made by a healthcare professional (HCP) in November 2022.

The complainant alleges that a Twitter post copy provided published by a UK HCP [name] on [date] included “no mention of AstraZeneca despite the fact that [speakupforcopd.com](https://www.speakupforcopd.com) was directed to UK members of the public and has clear AstraZeneca involvement”. According to the complainant, it was “unclear why AZ had not told the UK HCP to mention AZ involvement in their Twitter post”.

The complaint also alleges that the Speak Up for COPD website, which is linked from the post, does not meet ABPI Code transparency requirements because it did not declare AZ involvement from the outset.

Please find the response to these allegations below.

Speak Up for COPD

COPD is the third leading cause of death worldwide, with a global cost which is estimated to rise to US\$4.8 trillion in 2030. Despite this, COPD is not well known or recognised, leading to the condition being under-funded and under-treated. The Speak Up for COPD campaign, which is a non-promotional and non-product-related, aims to raise awareness and understanding of COPD amongst policymakers and healthcare decision makers. The campaign also aims to establish COPD as a public health priority by amplifying the voices of patients, the COPD community and the public.

The Speak Up for COPD Campaign is supported by a coalition of organisations across the pharmaceutical industry as well as Not for Profit Organisations. The current coalition partners include: [named partners]. All partners provide time and expertise to Speak Up for COPD activities and AstraZeneca, [named partners] provide funding. At the time of the

post [date], the partner organisations were [named partners] AstraZeneca (all partners provided time and expertise and funding was provided by AZ).

Declaration of Involvement on the Speak up for COPD website

The Speak Up for COPD website [copy provided] includes a prominent statement to outline the involvement of all parties on the landing page of the website. The text outlining the organisations involved is in bold font and the same size as the text on the rest of the page. In addition, there are logos of all companies involved and details of how the coalition partners contribute to Speak Up for COPD. This is also consistent with how many coalition websites across the pharmaceutical industry display the involvement of partners. The current website was certified as a non-promotional, disease awareness website by AstraZeneca [copy of certificate provided] by a UK registered pharmacist. We have also provided the landing page of the website and the associated certificate at the time of the post in [copies provided], respectively. The declaration of involvement from the partners was clear at the time of the post, as it is currently.

In summary, AstraZeneca contends that the declaration of industry involvement in the coalition, which is set out on the landing page of the site, is sufficiently prominent and unambiguous and so deny breaches of Clause 5.5.

Relationship between AstraZeneca and [named HCP] in relation to Speak up for COPD

[Named HCP] is a [title and therapeutic area] and has a clinical and research interest in COPD. [Named HCP] is not part of the coalition of partners supporting Speak up for COPD, nor [are they] paid or contracted to post on social media channels about Speak Up for COPD by AstraZeneca.

[Named HCP] is contracted, but not paid, to participate in AstraZeneca's COPD Global Respiratory Policy Steering Committee (GPSC). GPSC is a closed group, comprised of [details], that provide guidance on several different areas related to unmet needs in COPD (not COPD treatments). The GPSC's remit includes the provision of expertise and input into COPD policy campaigning. Speak Up for COPD includes campaigning for policy change, therefore, the GPSC are periodically updated on the progress of it. As part of these updates, members are informed of upcoming initiatives and ways that they can be involved in raising awareness of COPD if they choose to. AstraZeneca provided members with a toolkit of certified Speak Up for COPD campaign content which members could share via social media channels, if they wished to do so and to raise awareness of World COPD Day on 16 November 2022 copy provided. [Named HCP's] post from [date] was not taken from this certified content.

[Named HCP's] Twitter (X) Post on [date]

The post in question, which was published by [named HCP] on [date] mentioned the 2023 Global Initiative for Chronic Obstructive Lung Disease (GOLD) report and #speakupforcopd.

AstraZeneca did not ask [named HCP] to prepare and release this specific post about the 2023 GOLD report or to use #speakupforcopd in association with GOLD reports. The post was not supplied to [named HCP] by AstraZeneca, nor did we have any awareness

of it. It is important to note that the image that can be seen on the post appears when a link is included to the Speak up for COPD website.

Given that the post in question was made by [named HCP] without prior knowledge or direction from AstraZeneca, the company denies breaches of Clauses 5.5 and 24.2.

Conclusion

[Named HCP] was not contracted to share or socialise any Speak Up for COPD campaign materials. [Named HCP] published this post in question on [their] own volition, as an expert in COPD. AstraZeneca did not provide [named HCP] with this post, nor instruct [named HCP] to release the post or have sight of the post prior to it being published. Where AstraZeneca has encouraged appropriate stakeholders to share Speak Up for COPD Campaign materials, certified content is provided. Importantly, AstraZeneca has established there is a sufficient and prominent statement of declaration on the Speak up for COPD website, indicating involvement of all partners. Therefore, AstraZeneca deny breaches of Clauses 5.1, 5.5, 24.2 and 2.”

PANEL RULING

The complaint related to information provided in a Twitter post on 14 November 2022 which included reference to ‘speak up for copd’. The Complainant alleged that there is no mention of AstraZeneca despite the fact they provide funding for the Speak Up for COPD campaign. The Complainant also alleged that AstraZeneca’s involvement was not clear on the Speak Up for COPD website.

The Panel considered all of the information provided by the Complainant and AstraZeneca, which included screenshots of the Twitter post and Speak Up for COPD website. The Panel also noted from AstraZeneca’s submissions that at the time of the Twitter post AstraZeneca provided, alongside other companies and organisations, time, expertise and funding to the Speak Up for COPD campaign.

The Twitter post

The post on Twitter was made by a respiratory health professional [named HCP]. AstraZeneca confirmed that [named HCP] was not part of the coalition of partners supporting Speak Up for COPD, nor were they paid or contracted by AstraZeneca to post on social media channels about the campaign. The health professional was contracted, but not paid, to participate in AstraZeneca’s COPD Global Respiratory Policy Steering Committee. The committee’s remit included expertise and input into COPD policy campaigning and therefore the committee were updated on Speak Up for COPD’s campaign for policy change as part of their wider function.

The first half of the Twitter post referred to the ‘GOLD document’ and included a link for readers which took them directly to the 2023 Global Initiative for Chronic Obstructive Lung Disease (GOLD) report. As there was no allegation in relation to AstraZeneca’s involvement with the Global Initiative for Chronic Obstructive Lung Disease, the Panel was not concerned with this part of the Twitter post.

The second half of the Twitter post stated:

“Oh, and please remember to #speakupforCOPD – I have and always will:”

A link for the Speak Up for COPD website was included which appeared as an image of a female. This matched the image used on the homepage of the website.

The Panel noted Clause 1.24 states that companies are responsible under the Code for the acts and omissions of their third parties which come within the scope of the Code, even if they act contrary to the instructions which they have been given.

In its view the nature of the relationship between AstraZeneca and [named HCP] was the crux of the case. The Panel was assisted in its deliberations by a copy of the contract between the two parties provided by AstraZeneca. Part of the services provided by [named HCP] in their capacity as a committee member was to provide “expertise and input into COPD policy campaigning”. The Panel was also provided with email correspondence from AstraZeneca to committee members which included a link to a folder containing approved campaign assets for use in association with World COPD Day. This included social media content. AstraZeneca confirmed that although social media content had been provided to members of the steering committee in advance of World COPD Day on 16 November, the information contained in the Twitter post was not approved social media content provided by them.

The Panel noted that committee members were encouraged to use the campaign assets on “your own channels in the lead up to, and on, World COPD Day”. There was no mention within the email that only those approved materials should be used.

The Panel determined there was a third party relationship between [named HCP] and AstraZeneca in relation to the steering committee. The Panel considered that although [named HCP] was not contracted specifically in relation to the Speak Up for COPD campaign, this was a campaign sponsored by AstraZeneca and [named HCP’s] role on the committee involved being updated on this campaign and input into COPD policy campaigning generally, which Speak Up for COPD was a part of. In the Panel’s view, [named HCP] could, therefore, be considered a third party as defined by Clause 1.24 of the Code and so AstraZeneca bore responsibility under the Code for the Twitter post made by [named HCP]. The Panel considered that [named HCP] should have declared their association with AstraZeneca as part of their post. While the Panel considered that AstraZeneca had been let down as [named HCP] was provided with approved material by AstraZeneca but hadn’t used it, AstraZeneca bore responsibility for the post, therefore the Panel ruled a **breach of Clause 5.5**.

The Panel noted AstraZeneca had been asked to consider the requirements of Clause 24.2, however there was no clear allegation in the complaint which related to the content of the written agreement between the two parties and therefore the Panel ruled **no breach of Clause 24.2**.

Speak Up for COPD website

While the Panel did not know the exact date when the website was accessed by the complainant, the Panel considered that, on the balance of probabilities, the complainant accessed the website around the time they made the complaint and therefore considered the website in place at that time. The Panel was provided with screenshots of the Speak Up for COPD website which was live at the time of the Twitter post, some 11 months prior, and noted the comparability between the two. On viewing the website, the user was greeted with a

photograph and short introduction as to the aims of the campaign. There were six short paragraphs, one in italics confirming the use of the website for awareness purposes only. The other five paragraphs were in the same size font, the fifth being in bold stating:

“Speak Up for COPD was developed in partnership* between AstraZeneca...”

This was followed by logos for partners, including AstraZeneca. This information was roughly halfway down the homepage of the website and viewable in one page scroll. Further information was provided underneath the logos which stated:

“...with funding from AstraZeneca...”

Having considered the content and the overall impression of the homepage the Panel was content that it was unambiguous and sufficiently prominent on the Speak Up for COPD website home page that the campaign was supported and funded by AstraZeneca. The Panel ruled **no breach of Clause 5.5** in relation to the website.

The Panel considered that AstraZeneca had been let down by the third-party who did not use the approved social media materials. As such the Panel considered the ruling of a breach of 5.5 in respect of the Twitter post adequately covered the matter. Furthermore, the Panel did not consider that the complainant had established that AstraZeneca had failed to maintain high standards and ruled **no breach of Clause 5.1** and it follows **there was no breach of Clause 2.**

Complaint received **11 October 2023**

Case completed **22 January 2025**