CASE/0965/05/26 ***NO BREACH OF THE CODE***

COMPLAINANT v GSK

Alleged pre-licence promotion of a medicine via LinkedIn

CASE SUMMARY

This case was in relation to a LinkedIn post by a UK-based senior leader of GSK. The post referred to a new business partnership between GSK and a Chinese biotechnology company for a molecule in development. The complainant alleged that the LinkedIn post promoted a pre-licence medicine. The complainant also raised concerns about the adequacy of training undergone by the senior leader.

The outcome under the 2024 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	**Requirement for companies to maintain high standards at all times**
No Breach of Clause 5.2	**Requirement for company personnel to maintain a high standard of ethical conduct**
No Breach of Clause 9.1	**Requirement that all relevant personnel concerned with the preparation or approval of material or activities covered by the Code must be fully conversant with the Code and the relevant laws and regulations**

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 GSK from an anonymous, contactable complainant.

COMPLAINT

The complaint wording is reproduced below with some typographical errors corrected:

> "Good afternoon,
>
> Senior staff at GSK once again are communicating with everyone (the general public as well as clinicians) about a new product they are looking to develop. This contains both the current name, the mode of action and the therapy area that it will be

functioning in.

Given that this is not licenced yet, it is pre-licenced promotion rather than promoting a licenced product to the general public. That such a senior member of staff based in the UK has again posted on LinkedIn does raise questions about whether the individual has been inadequately trained or whether he feels that he is above such requirements. [link provided].

[Screenshot of LinkedIn post provided]

Please investigate."

When writing to GSK, the PMCPA asked it to consider the requirements of Clauses 2, 3.1, 5.1, 5.2 and 9.1 of the 2024 Code.

GSK'S RESPONSE

The response from GSK is reproduced below:

"Thank you for the letter dated 8th May 2026, which details a complaint about alleged pre-license promotion of a product that is in development, via LinkedIn.

The complaint relates to a LinkedIn post from a Senior Global GSK employee based in the UK referring to the announcement of a new licence agreement between GSK and [named Chinese biotechnology company] for the worldwide (outside of mainland China, Hong Kong, Macau and Taiwan) licensing of a product in development, referred to as SA030.

The LinkedIn post

The LinkedIn post in question states:

*"Today **GSK** have entered into a new deal with [named Chinese biotechnology company] for a worldwide licensing agreement (excluding mainland China, Hong Kong, Macau and Taiwan) for SA030, a potential first-in-disease, long-acting, small interfering RNA (siRNA) oligonucleotide in development for treatment of metabolic and vascular disease.*

SA030 has recently entered phase I trials and targets activin receptor-like kinase 7 (ALK7), an established therapeutic mechanism for cardiometabolic disease.

Cardiometabolic disease is the leading cause of death in ~50% of patients with chronic kidney and liver diseases.

Targeting ALK7 could reduce abdominal fat (visceral adipose tissue, VAT) while preserving lean mass, leading to improved insulin sensitivity, blood lipid profile and reduced fat cell-driven inflammation.

Growing evidence links VAT to cardiometabolic risk and lowering this in people with chronic inflammatory diseases could have a greater impact on their survival than

managing the underlying disease alone.

I'm excited to see this deal add to GSK's ever-expanding Respiratory, Inflammation & Immunology pipeline!

Congratulations to all involved and we look forward to working with our talented new colleagues at [named Chinese biotechnology company]*!"*

The post included a tag to the GSK LinkedIn Global corporate account.

The post by the Senior GSK employee, was highlighting a licensing agreement deal with [named Chinese biotechnology company]; and showing GSKs commitment and ongoing investment in its Respiratory, Inflammation & Immunology pipeline.

This post was developed and shared on social media as an independent employee action on their personal LinkedIn account.

Clause 3.1

Clause 3.1 prohibits the promotion of a medicine prior to the grant of marketing authorisation.

The PMCPA Social Media Guidance (2026), under the section 'types of content – does the prohibition on medicine name in a post apply to investigational compounds with no INN' includes the following:

"Based on case precedent, if clinical trials have not commenced or if the compound is still only known by its developmental code number and has not yet been given a non-proprietary name (INN), then it might not be considered a medicine for the purposes of Clause 3.1. In such a case, the compound could be directly referred to within a factual, balanced, accurate and non-misleading social media post."

SA030 is referred to solely by its developmental code number, has no assigned INN and has only recently entered Phase I clinical development. It is many years away from any potential marketing authorisation, which is not guaranteed, and is not available for prescription by healthcare professionals under any circumstances. On this basis, SA030 does not meet the definition of a medicine for the purposes of Clause 3.1.

The LinkedIn post by the Senior employee was about a licensing agreement and the ongoing investment in GSK's research pipeline strategy. Any reference to SA030 was contextual and informational only. There was no encouragement to prescribe or use the product, which in any event is not available. The content of the post relates to the business deal and what is known at this stage about SA030, and its future potential use in cardiometabolic disease. The post referred to the asset (SA030) and potential indication for development which was provided for information only.

This position is consistent with the ruling in **AUTH/3880/2/24**, where reference to an early-stage development asset identified only by a developmental code in a social media post was not found to constitute pre-license promotion.

Accordingly, GSK denies that Clause 3.1 applies in this case and denies a breach of Clause 3.1.

Clause 5.1

Clause 5.1 requires that companies must maintain high standards at all times. For this business development deal, no GSK company communications were issued, and no corporate social media posts were published. The LinkedIn post referenced in this case was developed and shared on social media as an independent employee action on their personal LinkedIn account.

GSK acknowledges that the LinkedIn post was published outside established internal approval processes and therefore did not comply with internal requirements regarding external communication. However, as explained above, the content did not constitute pre-licence promotion.

GSK's guidance to employees, including senior leaders, is that personal social media posts relating to business deals should be developed with support from the Communications and Government Affairs function and should follow internal review processes before publication. This matter therefore represents an isolated procedural lapse by an individual employee acting contrary to clear guidance, training and governance, rather than evidence of inadequate standards at company level. Robust SOPs and mandatory social media training are in place. GSK has taken this matter seriously and has discussed this situation with the Senior employee concerned specifically about the importance of following all internal processes and guidance going forwards.

GSK therefore does not accept that Clause 5.1 has been breached.

Clause 5.2

Clause 5.2 requires personnel to maintain a high standard of ethical conduct and comply with the Code.

GSK submits that this matter reflects an isolated instance rather than any deficiency in GSK's ethical culture or systems. The intention of the Senior employee was to provide factual context regarding the licensing agreement.

GSK maintains comprehensive SOPs, mandatory social media training and clear expectations for all employees, including senior leaders. The post in question arose despite these established controls and was made contrary to internal guidance regarding external communications. It represents an isolated instance of individual deviation, from internal guidance, rather than a failure of GSK's systems, governance, or ethical standards. Again, as discussed above GSK takes this matter seriously and has discussed this situation with the Senior employee concerned specifically about the importance of following all internal processes and guidance going forwards.

GSK therefore denies a breach of Clause 5.2.

Clause 9.1

Clause 9.1 requires relevant personnel to be fully conversant with the Code and applicable laws. GSK confirms that the senior employee is required to complete mandatory social media training.

The failure to follow established GSK internal procedures in this instance does not indicate a lack of training or understanding of the Code. Rather, it represents an individual deviation from existing GSK internal guidance.

Accordingly, GSK denies a breach of Clause 9.1.

Clause 2

Clause 2 is reserved for conduct that brings discredit upon, or reduces confidence in, the pharmaceutical industry. GSK submits that an isolated social media lapse concerning a Phase I investigational asset which does not have an INN, with no patient safety implications and no promotional intent or effect, does not meet the high threshold required for a breach of Clause 2.

GSK has robust governance, training, and compliance frameworks in place and has taken this matter seriously. The circumstances do not undermine confidence in the industry or in GSK's commitment to the ABPI Code. GSK therefore denies a breach of Clause 2.

Conclusion
For the reasons set out above, GSK denies that the LinkedIn post constitutes pre-licence promotion or that it breaches Clauses 3.1, 5.1, 5.2, 9.1 or 2 of the ABPI Code of Practice."

Further response from GSK

The case preparation manager requested additional information from GSK regarding the relevant training undertaken by the senior leader, including the most recent date of that training.

The response from GSK is reproduced below:

"Please find details of the relevant training completed by [the senior leader] below:

1. Employee personal use of social media: how to engage without risk: Completed on 20/Nov/2022.
2. Talking about GSK on your personal social media: Completed on 18/Oct/2024."

PANEL RULING

This case was in relation to a LinkedIn post by a UK-based senior leader of GSK. The post referred to a new business partnership between GSK and a Chinese biotechnology company for SA030 (a molecule in development). The complainant alleged that the LinkedIn post promoted a pre-licence medicine, and the complainant also raised concerns about the adequacy of training undergone by the senior leader.

The LinkedIn post at issue stated:

> "Today GSK have entered into a new deal with [named Chinese biotechnology company] for a worldwide licensing agreement (excluding mainland China, Hong Kong, Macau and Taiwan) for SA030, a potential first-in-disease, long-acting, small interfering RNA (siRNA) oligonucleotide in development for treatment of metabolic and vascular disease.
>
> SA030 has recently entered phase I trials and targets activin receptor-like kinase 7 (ALK7), an established therapeutic mechanism for cardiometabolic disease.
>
> Cardiometabolic disease is the leading cause of death in ~50% of patients with chronic kidney and liver diseases.
>
> Targeting ALK7 could reduce abdominal fat (visceral adipose tissue, VAT) while preserving lean mass, leading to improved insulin sensitivity, blood lipid profile and reduced fat cell-driven inflammation.
>
> Growing evidence links VAT to cardiometabolic risk and lowering this in people with chronic inflammatory diseases could have a greater impact on their survival than managing the underlying disease alone.
>
> I'm excited to see this deal add to GSK's ever-expanding Respiratory, Inflammation & Immunology pipeline!
>
> Congratulations to all involved and we look forward to working with our talented new colleagues at [named Chinese biotechnology company]!
>
> #Partnering #GSK"

Alleged pre-licence promotion (Clause 3.1)

Clause 3.1 stated: "A medicine must not be promoted prior to the grant of the marketing authorisation which permits its sale or supply." The Panel considered that it first needed to determine whether the post at issue referred to a medicine.

The Panel referred to the PMCPA's social media guidance, in particular the section titled "Does the prohibition on medicine name in a post apply to investigational compounds with no INN [international non-proprietary name]?"

The Panel noted that SA030 was in an early stage of development (it had recently entered Phase I trials) and was identified only by its developmental code number.

The PMCPA's social media guidance stated:

> "Based on case precedent, if clinical trials have not commenced or if the compound is still only known by its developmental code number and has not yet been given a non-proprietary name (INN), then it might not be considered a medicine for the purposes

> of Clause 3.1. In such a case, the compound could be directly referred to within a factual, balanced, accurate and non-misleading social media post."

GSK submitted that the LinkedIn post was created by a senior leader at GSK to describe "a licensing agreement and the ongoing investment in GSK's research pipeline strategy" and that "any reference to SA030 was contextual and informational only."

Given that stated intention of the post, the Panel queried whether the level of detail in the post, about the disease and the anticipated benefits of the investigational molecule, was necessary. However, the Panel carefully considered the status of SA030 at the time of the LinkedIn post and accepted that it appeared to be an investigational molecule, which had yet to be assigned an international non-proprietary name (INN) and had recently entered a Phase I trial. In the Panel's view, the LinkedIn post was sufficiently clear about the early development stage of this molecule.

The Panel accepted GSK's submission that no application for a licence had been submitted, and that such an application was likely to be some years away. On that basis, the Panel did not consider that the investigational molecule could be considered a medicine at the time of the LinkedIn post. The Panel therefore concluded that GSK had not promoted a medicine prior to the grant of a marketing authorisation and ruled **no breach of Clause 3.1** on this technical point.

Requirement to be fully conversant with the Code (Clause 9.1)

Clause 9.1 required:

> "All relevant personnel, including representatives and members of staff, and others retained by way of contract, concerned in any way with the preparation or approval of material or activities covered by the Code must be fully conversant with the Code and the relevant laws and regulations."

GSK submitted that the senior leader had completed training entitled "Employee personal use of social media: how to engage without risk" in November 2022 and "Talking about GSK on your personal social media" in October 2024. Given:

1. the completion of social media training by the senior leader,
2. the Panel's conclusion above that the LinkedIn post was not a breach of Clause 3.1, and
3. the absence of any evidence from the complainant to demonstrate, on the balance of probabilities, that the senior leader was not fully conversant with the Code and the relevant laws and regulations,

the Panel ruled **no breach of Clause 9.1.**

Requirement for company personnel to maintain high standards (Clause 5.2)

Clause 5.2 required:

> "All company personnel must maintain a high standard of ethical conduct in the discharge of their duties and comply with all relevant requirements of the Code."

GSK submitted that:

1. "For this business development deal, no GSK company communications were issued, and no corporate social media posts were published",

2. "The LinkedIn post referenced in this case was developed and shared on social media as an independent employee action on their personal LinkedIn account", and

3. "The post in question arose despite these established controls and was made contrary to internal guidance regarding external communications".

Given the post was made by the senior leader on their personal LinkedIn account, rather than through a corporate channel, the Panel considered that this gave rise to a question about whether the senior leader had maintained high standards of ethical conduct.

The Panel had the following concerns about the senior leader's LinkedIn post:

1. Given they had been trained on social media by GSK, the senior leader should have been particularly mindful of the use of aspirational language ("a potential first-in-disease" and "could have a greater impact on their survival than managing the underlying disease alone") and the impression created by their post.

2. LinkedIn is a social media platform that is open to the public and the senior leader's post did not try to limit the intended audience, i.e. the hashtags used were very broad: #Partnering and #GSK.

3. It was clear from the senior leader's job title that they had a high-profile position within the company, and this post had the potential to carry greater influence, particularly in the absence of any formal GSK post about the partnership announcement.

4. GSK accepted the post in question had been made contrary to its own internal guidance.

While the Panel had these concerns set out above, the complaint before it was an allegation of pre-licence promotion. The Panel had already concluded that SA030 was not considered a medicine for the purposes of Clause 3.1 at the time of the post. In the absence of a breach in relation to the matter alleged, the Panel concluded that there had therefore not been a failure to maintain high standards by the senior leader and ruled **no breach of Clause 5.2.**

<u>Requirement for companies to maintain high standards (Clause 5.1)</u>

Clause 5.1 required that "companies must maintain high standards at all times".

As set out above, GSK submitted that the senior leader had completed relevant social media training in November 2022 and October 2024. The Panel noted that there were no specific requirements in the Code regarding the frequency with which such training should be repeated. However, in the particular circumstances of this case, the Panel had some concerns as to whether GSK's training was sufficient given the rapidly evolving nature of social media, the potential reach of posts by senior employees and GSK's concession that

the senior leader had acted contrary to its own internal guidance. The Panel nevertheless accepted that GSK had provided relevant training before the LinkedIn post was made and that ultimately, the post had not amounted to pre-licence promotion.

The Panel did not consider that the evidence before it in this case demonstrated that GSK had failed to maintain high standards as a company. The Panel therefore ruled **no breach of Clause 5.1.**

Bringing discredit upon, or reducing confidence in, the pharmaceutical industry (Clause 2)

A ruling of a breach of Clause 2 is a sign of particular censure and is reserved for such use. Given the Panel's conclusion that SA030 was not a medicine and that the LinkedIn post was therefore not a breach of the other clauses above, the Panel ruled **no breach of Clause 2.**

Complaint received **7 May 2026**

Case completed **7 October 2026**