HCP/HCO Methodological Note Template

Guerbet

Version: 26/03/2026

Country: United Kingdom

Guerbet Laboratories Ltd: Methodological note for HCP/ORDM/HCO disclosure 2025

Data year: 2025

Year of publication: 2026

Guerbet strives to conduct itself and our dealings with UK Healthcare Professionals in a manner that is compliant with UK Law, EU Law, MHRA directive and the PMCPA Code of Practice.

For the 2025 disclosure, Guerbet UK is working with the ABPI Code of Practice 2024.

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1 Definitions

1.1 Recipients

Healthcare professionals (HCPs)

As a general principle, Guerbet considers that disclosure must be made on a contracting entity. Guerbet fully follows the ABPI definition.

ABPI Clause 1.9*: 'health professional' includes any member of the medical, dental, pharmacy or nursing profession and any other person who in the course of their professional activities may administer, prescribe, purchase, recommend or supply a medicine.*

- HCPs included for Guerbet's disclosure include radiologists, radiographers and nurses

Healthcare organisations (HCOs)

As a general principle, Guerbet considers that disclosure must be made on a contracting entity. Guerbet fully follows the ABPI definition.

ABPI Clause 1.8*: 'Healthcare organisation' means either a healthcare, medical or scientific association or organisation such as a hospital, clinic, foundation, university or other teaching institution or learned society whose business address, place of incorporation or primary place of operation is in Europe or an organisation through which one or more health professionals or other relevant decision makers provide services.*

Patient Organisation (PO)

As a general principle, Guerbet considers that disclosure must be made on a contracting entity. Guerbet fully follows the ABPI definition.

ABPI Clause 1.15: *'Patient Organisation' is an organisation mainly comprising of patients and/or caregivers or any user organisation such as a disability organisation, carer or relative organisation and consumer organisation that represents and/or supports the needs of patients and/or caregivers.*

Other Relevant Decision Makers (ORDMs)

As a general principle, Guerbet considers that disclosure must be made on a contracting entity. Guerbet fully follows the ABPI definition.

ABPI Clause 1.13*: 'Other relevant decision maker' particularly includes someone with an NHS role who could influence in any way the administration, consumption, prescription, purchase, recommendation, sale, supply or use of any medicine but who is not a health professional.*

Third party organisations

As a general principle, Guerbet considers that disclosure must be made on a contracting entity. Guerbet fully follows the ABPI definition.

ABPI Clause 1.24*: 'Third party' means a legal person/entity or individual that represents a company or interacts with other parties on behalf of a company or relating to a company's medicine, such as distributors, wholesalers, consultants, contract research organisations, professional congress organisers, contracted sales forces, market research companies, advertising agencies, media buyers, providers of services related to events, public relations services, non-clinical services, non-interventional studies management services, etc.*

1.2 Kind of ToVs

Donations and Grants

Guerbet discloses Transfer of Value (ToV) related to donations and grants, which is a payment made to a third party without agreement or intent to receive any tangible or intangible return in exchange for such payment for a **scientific (educational), clinical or a charitable purpose**:

Scientific (educational) grant: A grant to HCOs or POs may be paid when it is requested to cover all or part of the cost of an event, project or program that has a scientific objective (education, health or welfare).

Clinical grant: All unsolicited requests for funding third-party clinical research to conduct independent research that does not fall under the definition of company sponsored studies or Investigator-sponsored studies under the applicable Guerbet R&D policies. This may include projects that improve patient care; and/or benefit the healthcare system e.g. NHS whilst maintaining patient care; and/or improve knowledge through research.

Donation: These are funds or other benefits in kind e.g. time and / or 'Items of Use' to the recipient organisation for achieving their charitable aims, without any expressed or implied benefit to Guerbet. The payment of charitable donations or provision of benefits in kind must be to formally registered charities. These are provided completely unrestricted in the sense that the charity may use the funds or benefits in kind as they choose.

In the reporting time, there were no clinical grants or donations that occurred.

ABPI: *"Donations and grants are funds, benefits-in-kind or services freely given for the purpose of supporting healthcare, scientific research or education, with no consequent obligation on the recipient organisation, institution and the like to provide goods or services to the benefit of the pharmaceutical company in return. Donations and grants to individuals are prohibited. In general, donations are physical items, services or benefits-in-kind which may be offered or requested. Grants are the provision of funds".*

Collaborative Working

Guerbet, like the ABPI, refers to Collaborative Working as "*pharmaceutical companies working with other organisations to deliver initiatives which either enhance patient care or are for the benefit of patients or alternatively benefit the National Health Service (NHS) and, as a minimum, maintain patient care."* This is likely to cover a wide range of projects and activities, such as training, patient education, support for guideline implementation and service improvement, data analysis and linkage, audit, etc.

Joint working is a particular form of collaborative working between the NHS and the pharmaceutical industry. It is defined in the ABPI Code and the Department of Health and Social Care (DHSC) Joint Working Guidance as: "situations where, for the benefit of patients, one or more pharmaceutical companies and the NHS pool skills, experience and/or resources for the joint development and implementation of patient centred projects and share a commitment for successful delivery."

In the reporting time, there were no Collaborative Working projects that occurred.

Contribution to costs of events

Guerbet discloses ToVs related to events at individual level, i.e., at HCP or HCO level in line with the Code. The ToVs disclosed under this section are composed of 3 categories:

1. **Sponsorship agreements with HCOs or third parties appointed by an HCO to manage an event.**

This section includes ToV to a HCO or a third party appointed by a HCO which is not related to events/meetings and which cannot be disclosed elsewhere on the template – this ToV is not considered to be a donation, grant, contracted service or related to collaborative working. E.g. rental of booths, advertisement space, satellite symposia at a Congress, educational activity independently organised by Guerbet and held within the congress etc. The ToVs related to sponsorships are always made to an organisation.

Guerbet considered sponsorships for international congresses held in the UK, where UK HCPs attended, as a ToV; therefore these values are included in disclosure in-line with the above paragraph. ABPI disclosure UK only allows UK addresses to be inputted; therefore in cases where the HCO/third party organisation is based in another country, the address of the organisation was included, with the postcode entered as XX0 0XX.

For clarity, the following international congresses were held in the UK in 2025 and are included in the ABPI Disclosure:

- European Society of Head and Neck Radiology (ESHNR)
- European Society of Breast Imaging (EUSOBI)

2. **Registration fees** paid by Guerbet UK to accommodate HCP/ORDM/HCO attendance at an event.

3. **Travel and accommodation** provided to a HCP/ORDM/HCO for an event (e.g. flights, trains, car hire, bus, tolls, parking fees, taxis, hotel accommodation, etc.). For mass group transport (e.g. a bus/coach) organised for an event, the cost is allocated to each individual HCP/ORDM having benefited from the travel and accommodation.

As per point 2 and 3 above, Guerbet may sponsor HCPs to attend congresses or events to enhance their medical and/or scientific knowledge, and their use of medicines. In this context, the sponsorship may cover congress registration, travel, accommodation and meals. The HCP does not receive any compensation, as no service is provided from the HCP.

Independent meetings organised by Guerbet are events initiated by Guerbet to provide information on a Guerbet product, therapeutic area etc. or as a response to address a legitimate need for scientific information. Hospitality can be provided to HCPs that participate in such meetings.

Subsistence (food and drink) is not required for disclosure therefore it has not been disclosed.

***ABPI**: 'Contribution to costs related to events' in relation to the disclosure of transfers of value means providing or covering the costs of travel, accommodation and/or registration fees to support the attendance of an individual to an event organised or created by a company and/ or independent organisation.*

Contracted service fees and expenses

Guerbet may engage HCPs or HCOs for services that require their medical or scientific expertise when there is a legitimate business or scientific need that cannot be met internally. These services may include insights, presentations, or other consulting work.

Because these activities require the HCP's time and expertise beyond their normal duties, appropriate payment and reimbursement of related expenses (e.g., travel) are allowed. Compensation must be set out in a written contract, be proportional to the services provided, reflect fair market value, and comply with all applicable laws, regulations, and Codes of Practice.

Guerbet UK discloses at an individual level, fees and related expenses agreed in the contract, in two separate cost types:

Fees for service and consultancy - e.g. speaker's fees, speaker training fees, medical writing fees, medical publication support fees, general consulting / advising fees, advisory board fees[1], etc.

Expenses related to service fees - e.g. flights, trains, taxis, hotel accommodation, airport parking fees etc.

***ABPI:** Health professionals, other relevant decision makers or their employers on their behalf, healthcare organisations, patient organisations, individuals representing patient organisations, and members of the public, including patients and journalists, may be used as consultants and advisors, whether in groups or individually, for services such as speaking at and chairing meetings, involvement in medical/scientific studies, clinical trials or training services, writing articles and/or publications, participation at advisory board meetings, and participation in market research where such participation may involve remuneration and/or hospitality.*

[1]**Advisory board** (Guerbet Standard Operating Procedure definition): Advisory boards are meetings organised to seek advice from external experts, advisors or consultants on a particular aspect of the development or commercialisation of a company's product(s). They are not promotional and differ from other company-organised meetings that have an educational content and are considered promotional. For the purpose of Disclosure UK,

Guerbet considers advisory boards under contracted services as the fees were based on Fair Market Value (FMV).

Research & Development (R&D)

ToVs to HCPs or HCOs directly related to the planning or conduct of the following types of studies:

- Non-clinical studies
- Clinical trials
- Non-interventional prospective studies.

ToV related to studies that are intended for submission to regulatory authorities are also included within this category.

If the related study falls into the ABPI definition of R&D, examples of ToV that are disclosed in this section are: collaboration agreements, local/global investigator-initiated study (IIS) agreement**,** clinical study agreement, consulting (services) agreement, speaker agreement, investigator meeting, ancillary services patient care, and ethics committee fees.

ABPI: 'Research and development transfers of value' means, for the purposes of disclosure, transfers of value to health professionals or healthcare organisations related to the planning or conduct of: i. non-clinical studies (as defined in the OECD Principles of Good Laboratory Practice) ii. clinical trials (as defined in Regulation 536/2014) iii. non-interventional studies that are prospective in nature and that involve the collection of patient data from or on behalf of individual or groups of health professionals specifically for the study.

2 Disclosure's Scope

2.1 Products concerned

ToVs linked to all Guerbet UK products, including prescription only medicines (POMs) and medical devices; over-the-counter (OTC) medicines do not fall within the transparency scope of the ABPI Code. N.B. According to chapter 1 of Part 2 Disclosure Guidelines of the ABHI Code, there is no Guerbet UK obligation to duplicate disclosure data regarding educational grants on the MedTech Europe transparency platform (www.ethicalmedtech.eu/) if the same data is captured on another disclosure platform (e.g. Disclosure UK).

2.2 Company concerned

The Disclosure relates to:

- UK HCPs/HCOs and ORDMs where their primary practice is in the United Kingdom. This includes agreements and contracts drawn up between Guerbet affiliates or with Guerbet Headquarters with UK HCPs/HCOs and ORDMs where the service may be conducted within or outside of the UK
- UK HCPs where a fee is paid by the UK affiliate for a service conducted outside of the UK for example as a speaker at a European event.
- International congresses that occurred in the UK – please refer to **section 1.2** under "Contribution to costs of events"

2.3 Excluded ToVs

The following ToVs are excluded in this disclosure:

- Items of medical utility (governed by Article 17 of the EFPIA Code of Practice)
- Meals and drinks
- Medical samples
- Demonstration products
- All ordinary course purchases and sales of medicinal product
- Logistical costs, e.g. hire of a facility associated with a stand-alone event

Meals and drinks are not disclosed, but a threshold has been applied in each country, limiting hospitality under a certain value.

ABPI Clause 10.8*: The cost of any subsistence (food and drink) provided must not exceed £75 per person, excluding VAT and gratuities. Supplementary information: The maximum of £75 plus VAT and gratuities is appropriate only in very exceptional circumstances, such as a dinner at a residential meeting for senior consultants or a dinner at a learned society conference with substantial educational content. The cost of subsistence (food and drink) should normally be well below this figure. The maximum of £75 plus VAT and gratuities (or local equivalent) does not apply when an event/meeting is held outside the UK in a European country where the national association is a member of EFPIA and thus covered by the EFPIA Code. In such circumstances, the limits in the host country code would apply.*

<u>Other exceptions to Disclosure UK:</u>

- EU HCPs/HCOs and ORDMs contracted to provide services for the UK affiliate either outside or within the UK. In this case the disclosure will be done in the public site of the country where the expert is having their main activity. Guerbet UK will provide disclosure information to the compliance manager in charge of the disclosure in the affiliate.
- EU Contracts that do not directly make Transfers of Value to UK HCPs/HCOs/ORDMs and that are drawn up by Guerbet affiliates or by Guerbet HQ for services in other EU countries are disclosed by the affiliate or by Guerbet HQ according to local regulations.

2.4 ToVs date

1st January 2025 until 31st December 2025.

For contracts made across two reporting periods, the disclosure is made in the period that the payment is made. If the agreement outlines more than one ToV across more than one reporting period, the ToV will be reported separately for the periods for which the activity has been invoiced.

2.5 Direct ToVs

As per the Code, Direct ToVs are made directly by Guerbet UK for the benefit of a recipient which include:

- Fee for service and consultancy - (e.g. speaker's fees, speaker training fees, medical writing fees, medical publication support fees, general consulting / advising fees, advisory board fees, etc.)
- Expenses related to service fees (e.g. flights, trains, taxis, hotel accommodation, etc.)

2.6 Indirect ToVs

As per the Code, indirect ToVs are made by a third party, such as contractors, agents, partners and affiliates (including foundations), on behalf of Guerbet UK for the benefit of the Recipient, where the identity of the Recipient is known or can be identified by Guerbet.

Third parties, such as Clinical Research Organisations (CROs), travel agencies, meetings agencies, etc. must provide Guerbet UK with details of any indirect ToV paid by them to UK HCPs/ORDMs/HCOs on Guerbet UK's behalf.

2.7 Non-monetary ToVs

Disclosure of non-monetary transfers of value is made at the equivalent value in monetary terms. No non-monetary transfers of value took place during the reporting period.

2.8 ToVs in case of partial attendances or cancellation and refund

In case of planned activities that were cancelled and where no ToV was provided to the HCP/HCO, such planned ToVs will not be disclosed. This includes cases where flight and hotel were booked for HCPs for their participation in planned events or meetings and where the HCP did not make use of the booked flight and/or hotel and hence did not receive any benefits.

Where a UK HCP has partaken or attended an event but has declined the fee for service and/or not requested expenses to be re-imbursed, this ToV has not been disclosed.

2.9 Cross-border activities

A cross-border activity is an activity which involves a Guerbet entity (Country A, e.g. France) and a HCP/ORDM/HCO from another country (Country B, e.g. UK). Country A is the department (affiliate or corporate) organising the event and/or contracting with the HCP/ORDM/HCO from Country B. Country B is the country of the invited HCP/ORDM/HCO. The HCP/ORDM/HCO of Country B provides its services to Country A for a specific time period.

All Guerbet entities in the world are potentially involved in cross-border activities.

The cross-border process is comprised of pre- and post-event processes.

Pre-event process

Country A (e.g. France) is in charge of the pre-event data collection and is responsible for managing the consent requirements, in collaboration with Country B (e.g. UK).

The local Fair Market Value (FMV) and hospitality rules of the HCP's principal practice location must be respected.

Post-event process

Country A (e.g., France) is responsible for submitting the actual costs to Country B after receiving this information from HCPs/ORDMs/HCOs and/or third parties. A copy of the signed agreement, consent and any other relevant information pertaining to the activity/event should be emailed to the Medical Affairs Manager/Local Compliance Officer of Country B (e.g. UK).

Country B is responsible for transferring the data to their local Data Collection Template. The information in this template should then be used to complete the ABPI Disclosure UK Data Template.

2.10 R&D

As per Section 1.2 above, ToV to HCPs or HCOs directly related to the planning or conduct of the following types of studies:

- Non-clinical studies
- Clinical trials
- Non-interventional prospective studies.

ToV related to studies that are intended for submission to regulatory authorities are also included within this category.

Examples of R&D ToV that are disclosed in this section are collaboration agreements, local/global investigator-initiated study (IIS) agreement**,** clinical study agreement, consulting (services) agreement, speaker agreement, investigator meeting, ancillary services patient care, and ethics committee fees.

As per Section 2.4 - For Disclosure 2025, the only R&D ToV that took place was IIS instalments that have been paid to the HCO within the reporting time frame (not the total amount of the IIS study). Any future instalments paid to HCOs from ongoing IIS's will be included in the Disclosure relevant to the year the transaction occurs.

2.11 Voluntary disclosure

Not applicable

3 Specific considerations

3.1 Country unique identifier

Not applicable - Guerbet UK Disclosure 2025 will not be disclosing this information. Internally, Guerbet uses a local spreadsheet to generate "codes" in order to track and organise contracts/agreements.

3.2 Self-incorporated HCP

Not applicable

3.3 Multi-year agreements

Not applicable

3.4 Country specificities

Not applicable

3.5 Quality Checks

Method

1. All payments were tracked by the Marketing/Commercial Operations/Compliance teams in preparation for the Annual ABPI Disclosure.
2. The tracker allocates a code for each new agreement and the code acts as the file number. The tracker also records the value and the disclosure preference of the HCP. All Transfers of Value with HCOs are disclosed.
3. The Agreement is generated by an automated form.
4. The tracker file is reconciled with a download from SAP.
5. Membership costs, corporate sponsorships and Transfers of Value to HCOs and ORDs are recorded at Purchase Requisition stage by code.
6. The SAP download is interrogated for all Transfers of Value to this code as well as interrogated for potential 'miscoding' via a key word search.
    a. Key words include: membership, grant, fee, sponsorship, support, education, meeting, advisory, speaker, chair, event, expense, expert, course.
    b. Further searches are conducted on organisations with whom Guerbet collaborates

Global Agreements: The UK subsidiary is responsible for approving Global Agreements via Guerbet Headquarters with UK HCPs.

1. The agreement is shared with Guerbet UK.
2. The agreement is checked for local regulatory compliance and disclosure compliance
3. The agreement is recorded in the aforementioned tracker and reconciled back to SAP as mentioned above.

4 Data protection legal basis

4.1 Consent collection

Consent: Agreements/contracts made with HCPs, HCOs and ORDMs which outlines Guerbet's intention to disclose transfers of value including the definition outlined in the Code of Practice 2024.

a. Article 4 of the agreement refers to Regulatory Provisions:
   Item 4.8 states the following:

Disclosure of transfer of value

> According to the ABPI code of practice and its implementation of clause "28: Annual Disclosure of Transfers of Value to Health Professionals, Other Relevant Decision Makers and Healthcare Organisations" in the UK, Guerbet Laboratories Ltd will proceed to the disclosure of all transfers of value mentioned in the contract in the public site of the country where the expert is having their main activity.
>
> Clause 28.1 of the ABPI code states: Companies must document and publicly disclose certain transfers of value made directly or indirectly to health professionals and healthcare organisations located in Europe. This includes any employee of a pharmaceutical company whose primary occupation is that of a practising health professional.

Please indicate on the consent form if you would prefer individual or aggregate disclosure.

"Individual disclosure" means transfers of value to individual named Healthcare Professionals (HCPs) and Healthcare Organisations (HCO's)

"Aggregate disclosure" means transfers of value to HCPs who cannot be named with the exception of transfers of value to HCP's and HCO's in connection with certain R&D activities including clinical trials.

b. A disclosure consent form is included in the Appendices of the agreement/contract
c. In an agreement generated by Guerbet HQ, (Villepinte, Paris) the same Disclosure statement is made in Article 14. The form is attached in the appendices of the agreement

Agreement/Contract: A written document between Guerbet Laboratories and the HCP/HCO/ORDM which contains scope, obligations, exclusions, caveats, acknowledgements, rights, details of activity, intellectual property rights and disclaimers.

Reconciliation: Consent forms are reconciled with Transfers of Value and compiled into the Disclosure Template.

Considerations

Intention: Guerbet declares intention to disclose within Regulatory Provisions within the Contract: This included the Regulatory provision set out in the Method above and Guerbet's obligations to disclose transfers of value.

Consent: A form indicating 'Individual' or 'Aggregate' disclosure is returned to Guerbet. A consent form consent form is included within the appendices of the agreement/contract. Returned forms are retained and reconciled according to the 2025 Disclosure.

- If no agreement for individual disclosure is made the HCP is defaulted to aggregate.
- If the HCP/HCO selected both "individual" and "aggregate" disclosure, the HCP was contacted to clarify which disclosure they consented for:
    - One HCP replied and confirmed "individual" disclosure.
    - Where there was no reply, this was defaulted to aggregate.

Disclosure withdrawal: Under General Data Protection Regulation (GDPR) HCPs/HCOs/ORDMs disclosed under Individual Disclosure are entitled to withdraw consent at any time by contacting. Where consent is withdrawn, data will be disclosed in 'Aggregate'.

4.2 Legitimate interests

Not applicable

5 Form of disclosure

5.1 Date of publication

26/03/26

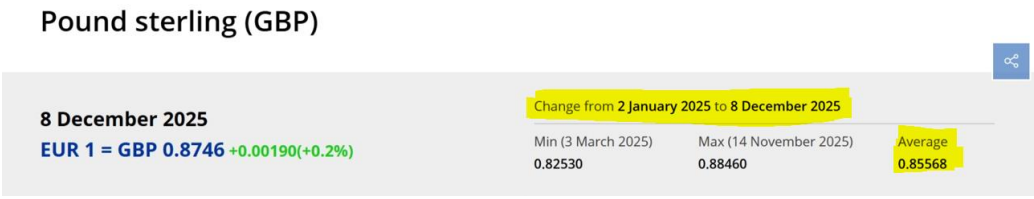
5.2 Disclosure platform
Disclosure UK – www.disclosureuk.org.uk

5.3 Disclosure language
English

6 Disclosure financial data

6.1 Currency
Guerbet Disclosure UK values are disclosed as Pound Sterling (GBP).

Where the payment details were received in euros, the exchange was converted using the 2025 yearly average stock exchange from 2/1/25 till 8/12/25 using the European Central Bank website Pound sterling (GBP), where 1 euro = £0.85568.



In Disclosure 2025, there are two exceptions to this:

- One HCP (disclosed under aggregate) converted their expenses from euros to GBP themselves at the time of attending the specific event dated 9/10/25. Therefore, the values were reconciled and were reimbursed in GBP according to the exchange rate at that time.
- For HCO/third party sponsorships held at the ESHNR and EUSOBI – the payments were made in GBP at the time of transaction.

6.2 VAT included or excluded
The published ToV amounts are exclusive of VAT.

6.3 Calculation rules
The total number of HCP/ORDMs included in this disclosure, including public and aggregate disclosure, is 43.

In cases where certain HCPs/ORDMs were contracted more than once during the reporting time and/or consented for some payments to be disclosed individually and aggregated, each HCP/ORDM was only included once across the whole disclosure.

Number of HCPs/ORDMs who disclosed individually = 6

Number of aggregate HCPs/ORDMs categorised by:

- Registration fees = 0
- Travel and accommodation = 15
- Contracted services – fees = 19
- Contracted services – expenses = 7

7 Additional Information

Over the counter transfers of value: No over the counter transfers of value are made by Guerbet.