

Methodology for compliance with annual disclosure requirements under the ABPI Code of Practice

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Introduction

In the United Kingdom the Association of the British Pharmaceutical Industry (“ABPI”), is the national Association of the European Federation of Pharmaceutical Industries and Associations (EFPIA). Baxter Healthcare Ltd (“Baxter”) complies with the ABPI Code of Practice, which includes the EFPIA Code on Disclosure of Transfers of Value from Pharmaceutical Companies to Healthcare Professionals and Healthcare Organisations. Baxter is also a member of the Association of British Health Tech Industries, the national association of MedTech Europe. Being a company with very high compliance standards, Baxter shares the view of EFPIA and its national Associations that the transparency of interactions between the pharmaceuticals industry and members of the medical community is in the interest of patients and other stakeholders, and as well as the industry itself.

Baxter will disclose its transfers of value to Healthcare Professionals (“HCP”), Other Relevant Decision Makers (“ORDM”) and Healthcare Organisations (“HCO”) in line with the ABPI Disclosure template.

With respect to interactions with HCPs and HCOs, Baxter follows the Baxter Global Policy on Interactions with the Medical Community and Government Officials (“Global Interactions Policy”).

In accordance with its Global Interactions Policy, Baxter’s interactions with the Medical Community and Government Officials must always occur in an ethical manner, in compliance with local laws, regulatory requirements and industry codes.

No one at Baxter may offer or provide anything of value to a member of the Medical Community or a Government Official either directly or through others with the intent to improperly influence or reward his or her decision to prescribe, purchase, recommend or use a Baxter product, therapy or service.

General Comments

Healthcare Professionals (“HCPs”) as defined in the EFPIA Code of Practice (and defined as Health Professionals in Clause 1.9 of the ABPI Code of Practice)

Any natural person that is a member of the medical, dental, pharmacy or nursing professions or any other person who, during his or her professional activities, may prescribe, purchase, supply, recommend or administer a medical product and whose primary practice, principal professional address or place of incorporation is in Europe. For the avoidance of doubt, the definition of HCP includes: (i) any official or employee of a government agency or other organisation (whether in the public or private sector) that may prescribe, purchase, supply or administer medicinal products and (ii) any employee of a Member Company whose primary occupation is that of a practising HCP, but excludes (x) all other employees of a Member Company and (y) a wholesaler or distributor of medicinal products.

Baxter will identify the HCP as per the current Disclosure Template published by the Prescription Medicines Code of Practice Authority (“PMCPA”) (contained at Annex 1 below), with the full name, city of principal practice, address, and country of practice.

Healthcare Organisations (“HCO”) as defined in the EFPIA Code of Practice (and referred to in Clause 1.8 of the ABPI Code of Practice)

Any legal person: (i) that is a healthcare, medical or scientific association or organisation (irrespective of the legal or organisational form) such as a hospital, clinic, foundation, university or other teaching institution or learned society (except for patient organisations within the scope of the ABPI Code) whose business address, place of incorporation or primary place of operation is in Europe; or (ii) through which one or more HCPs provide services.

Baxter will identify the HCO as per Annex 1, with the full name, city where registered, address and country of practice.

Medicinal Products

EFPIA and ABPI member companies are research-based companies developing and manufacturing medicinal products for human use. Being a diversified healthcare company, Baxter’s franchises are often a combination of medicinal products, as referenced in the EFPIA and ABPI Codes of Practice, and medical devices, e.g. a consulting agreement could cover a therapy that relates to both. Baxter’s disclosure necessarily therefore includes interactions related to medical devices as well as interactions related to medicinal products. This exceeds the requirements imposed by the EFPIA and ABPI but avoids the complexity involved were Baxter to attempt to isolate interactions related solely to medicinal products.

Cross-Border Payments

Baxter will disclose transfers of value in the country where the HCP or HCO, who receives the transfers of value, operates.

Disclosure reporting: consent and individual vs. aggregate reporting

Where the HCP/ORDM/HCO has consented to the disclosure or consent is not required, disclosure will take place on an individual basis.

If consent is requested and is not given, or is revoked, Baxter will disclose transfers of value in the aggregate.

Cancellation of Events Due to the Covid-19 Pandemic

Due to circumstances caused by the Covid-19 pandemic it has been necessary to cancel some activities during the reporting period. Where planned events have been cancelled (causing prepaid services or expenses to be refunded to Baxter), the value of those refunded amounts have not been counted as transfers of value to those HCPs, ORDMs or HCOs affected, and have therefore not been counted in our disclosure data.

Indirect Transfers of Value

In case transfers of value are given to HCPs through HCOs, e.g. a sponsorship to an event, Baxter will disclose these transfers of value as “Transfers of Value to HCOs”.

Baxter will work to ensure that transfers of value will only be disclosed once, where the recipient is a HCO and the beneficiary is a HCP.

Baxter will not report indirect transfers of value, e.g. through congress organizers, in cases where Baxter has no knowledge of the HCPs/HCOs chosen or has no influence on the selection of HCPs/HCOs.

Donations and Grants

Donations and Grants (Clause 23) Donations and Grants to HCOs that support healthcare, including donations and grants (either cash or benefits in kind) to institutions, organisations or associations that are comprised of HCPs and/or that provided healthcare.

- Programs to advance patient care
- Programs to foster medical science

Baxter will disclose all transfers of value provided to HCOs to support their missions, visions, goals and programming.

Events

Contributions to costs related to Events.

- a) For HCOs: Contribution to costs related to Events, through HCOs or third parties, including sponsorship to HCPs to attend Events, such as:
 - i. Registration fees;
 - ii. Sponsorship agreements with HCOs or with third parties appointed by an HCO to manage an Event; and
 - iii. Travel and accommodation (to the extent governed by Clause 10 of the ABPI HCP Code).
- b) For HCPs: Contribution to costs related to Events organised by Baxter such as:
 - i. Registration fees; and

ii. Travel and accommodation (to the extent governed by Clause 10 of the ABPI Code of Practice)

Events as defined by Clause 10 of the ABPI Code of Practice: all promotional, scientific or professional meetings, congresses, conferences, symposia and other similar events (including, but not limited to, advisory board meetings, visits to research or manufacturing facilities, and planning, training or investigator meetings for clinical trials and non-interventional studies) sponsored by or on behalf of a company.

Contribution to Cost of Events to HCOs (Sponsorship Agreements)

Contribution to Costs of Events include, amongst others:

- Rental of booths at an “Event”;
- Advertisement space (in paper, electronic or another format);
- Satellite symposium at a congress;
- Sponsorship of speaker/faculty;
- If part of a package, drinks or meals provided by the organisers (included in the “Sponsorship Agreement”);
- Courses provided by HCOs (where Baxter does not select the individual HCPs participating).

In cases where Baxter sponsors an event, organized by a vendor, and the sponsorship is for more than one HCO, Baxter will disclose the transfers of value as follows:

If Baxter knows, which transfer of value the HCOs have received, Baxter will disclose the transfers of value on an individual basis for each HCO.

In cases where Baxter does not know the value each HCO has received, Baxter will divide the transfers of value by the number of HCOs supported and report equal shares of transfers of value per HCO.

Contribution to Costs of Events to HCPs

In case of indirect sponsorship of HCPs through HCOs, Baxter will disclose these transfers of value under Sponsorship agreements with HCOs.

Fees for Services and Consulting

Fees for Services and Consultancy to HCOs: Transfers of value resulting from or related to contracts between Member Companies and institutions, organisations or organisations of HCPs under which such institutions, organisations or associations provide any type of services to a Member Company or any other type of funding not covered in the previous categories. Fees, on the one hand, and on the other hand transfers of value relating to expenses agreed in the written agreement covering the activity will be disclosed as two separate amounts (Clause 24 of the ABPI Code of Practice).

Fees for Service and Consultancy to HCPs: Transfers of value resulting from or related to contracts between Member Companies and HCPs under which such HCPs provide any type of services to a Member Company or any other type of funding not covered in the previous categories. Fees, on the one hand, and on the other hand transfers of value relating to expenses agreed in the written agreement covering the activity will be disclosed as two separate amounts (Clause 24 of the ABPI Code of Practice).

Fees for Services and Consulting include among others:

- Speakers' fees;
- Medical writing (unless the medical writing forms an integral part of an Investigator Initiated trial, then it will be disclosed as Research);
- Data analysis;
- Development of education materials;
- General consulting/advising;
- Unblinded market research;
- Retrospective non-interventional studies.

The following transfers of value, under Fees for Service and Consulting, will only be disclosed in the aggregate:

- Market research, where the identity of the participants is not known to Baxter. Aggregate disclosure of Transfers of Value provided to companies conducting market research. In these cases, Baxter will contractually oblige the market research company to make the disclosure in countries that require disclosure under local law.

Expenses

These include:

- Travel: standard or first class for rail service and local transportation; economy class for air travel, with the option of upgrading up to business class for non-stop transcontinental flights longer than 6 hours.
- Accommodation: standard single room in a business class mid-scale hotel.

If a fee for service is paid to a legal entity owned by an individual HCP, Baxter will disclose the transfer of value under the name of the legal entity (considered an HCO).

Research and Development

Research and Development Transfers of Value in each Reporting Period shall be disclosed by each Member Company on an aggregate basis. Costs related to events that are clearly related to activities covered in this section can be included in the aggregate amount under the "Research and Development Transfers of Value" category (Clause 24).

Transfers of value to HCPs or HCOs related to the planning or conduct of (i) non-clinical studies (as defined in OECD Principles on Good Laboratory Practice; (ii) clinical trials (as defined in Directive 2001/20/EC); or (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, HCPs specifically for the study.

Baxter will disclose the transfers of value to HCPs or HCOs related to Research and Development in line with the ABPI Code of Practice.

Joint Working Projects

The Department of Health defines joint working between the NHS and the pharmaceutical industry 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 to successful delivery. If Baxter contributes to Joint Working Projects, it will only disclose its own contribution to the project.

Baxter will disclose financial contributions to Joint Working Projects when it makes the payments. If the contribution occurs in the secondment of a Baxter employee to a HCO, Baxter will publish the appropriate reference cost for the activity provided during the reporting period.

Exclusions

Baxter may make transfers of value to HCPs/HCOs if demanded by tender requirements (in each country). As these transfers of value will be made public in the context of the tender, Baxter will not disclose these payments under the requirements of the ABPI Code of Practice.

Disclosure Reporting

Local Law Requirements

There are no relevant additional local law requirements that need to be fulfilled.

Finance Related Matters

Amount

The transfer of value being disclosed will be equal to the cost to Baxter converted into local currency. This cost will include any taxes paid on behalf of HCPs/HCOs and any VAT not recoverable by Baxter. The amount will exclude any VAT recoverable by Baxter.

Local Currency

Amounts paid by Baxter in a foreign currency will be converted to the local currency using Baxter's monthly actual rates of currency translation. These are calculated at the beginning of each month based on market conditions.

Timing

Transfers of value will be disclosed using the date that the payment leaves the Baxter bank account.

Data Privacy

As a multi-national company, Baxter is committed to comply with regional and local data privacy regulations. For more details on data privacy please refer to Annex 2.

Management of Process Methodology

Baxter shall ensure that this Process Methodology is kept up-to-date and aligned to the ABPI Code of Practice. As such, this Process Methodology is subject to regular internal management review. Any changes shall be reflected in the updated and published methodology document.

Questions?

In case of questions on this methodology, please contact:

Baxter Healthcare Ltd

Wallingford Road, Compton Newbury RG20 7QW

Timea.Mann@baxter.com / +44 (0) 1635 206 538

ANNEXES

Annex 1

[Disclosure Template published by the PMCPA]

Annex 2

Data Privacy

Baxter will make its best endeavours to comply with the Data Privacy laws of the United Kingdom as well as the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter: GDPR).

Baxter's Approach and Commitment to Data Privacy

'Personal data' means any information relating to an identified or identifiable individual or entity. To achieve its main objectives, the law sets out certain requirements concerning the processing of personal data by organisations, including Baxter, such as that personal data must be:

- Processed fairly and lawfully;
- Collected for specified, explicit and legitimate purposes and not further processed for incompatible purposes;
- Adequate, relevant and not excessive for the purpose for which they are collected and processed;
- Accurate and, when necessary kept up to date;
- Processed outside the EEA only when there are adequate levels of protection of the personal data, unless certain exemptions apply;
- Protected through appropriate technical and organisational security measures.

The Data Baxter Will Collect Details necessary for Reporting on the Following:

Interaction Request

HCO, HCP, Consultant Information, History and Payment

Hospitality, Meeting, and Working Relationships Type (e.g. promotional, scientific etc.) specific information (e.g. agenda, travel, meals, lodging etc.) and costs

Consultancy

Research and Development

Market Research

Contributions

Working Relationship/ Hospitality Details

Contract and or Service Agreement

Patient Organisations

How Baxter Will Process and Secure This Data

Data Disclosure Consent

HCPs have the right to refuse to disclose their information and the right to seek correction of mistakes or deletion of their information. They can also withdraw consent to disclose payment information at any time, with the effect for the future, in most countries, or choose not to work with a company. In this regard, Baxter shall abide by local country legislation and GDPR. The data disclosure withdrawal process is defined in the HCP agreement.

Baxter will collect and store consent. If Employer Consent is explicitly required that will also be collected and stored by Baxter.

Sharing data and International data transfers

For the purposes outlined above, Baxter may transfer personal data to other Baxter group companies, EFPIA and its local associations, as well as Baxter's service providers acting on behalf of Baxter, such as providers of IT system administration and user support services. Please further note that the data will be publicly available at ABPI website. Some of the third parties referred to above may process your personal data outside of the country of the individual. The level of data protection in another country may not be equivalent to that in the individual's country. However, we only transfer personal data to countries where the EU Commission has decided that they have an adequate level of data protection, or we take measures to ensure that all recipients provide an adequate level of data protection. We do this, for example, by entering appropriate data transfer agreements. Information about such third parties as well as access copies of agreements which Baxter entered with them may be requested by writing to privacy@baxter.com.

Consent Management

Baxter will use its best endeavours to obtain the consents necessary to disclose transfers of value at the individual level and will use aggregate disclosure only in exceptional circumstances.

- There are countries where Baxter is required to offer the option of providing, withholding and /or revoking consent.
- There are countries where Baxter is required by national law or regulations to obtain consent of the recipient for individual disclosure in advance of the interaction being processed.

- There are countries where if consent is refused by the Recipient, it is forbidden to undertake an interaction.

In accordance with the ABPI Code of Practice, where consent is not granted, Baxter shall aggregate the data.

In countries where Baxter has a legal obligation to disclose transfer of value information (e.g. France, Denmark, Portugal and Slovakia) Baxter will disclose the transfers of value on an individual basis, irrespective of the consent given by the recipient, because the disclosure is necessary to comply with local law.

Baxter shall ensure disclosure wording is included in agreements with HCPs, if required by the local law.

Baxter will use its best endeavours to renegotiate and novate any existing agreements with HCPs to make sure that all agreement contain the necessary consent provisions.

If an HCP revokes their consent to disclose under the ABPI Code of Practice, Baxter will aggregate the data for the further but not retrospectively. Any consequences of withdrawal of consents shall be defined in the relevant Agreement.

If the processing of personal data is based on an individual's consent, they may request to receive their personal data from Baxter (i) to store and re-use it for their personal use and/or (ii) to provide it to another data controller. The individual may also request Baxter to transmit their data directly to another data controller.

Data Retention

Baxter will maintain the relevant records of the disclosures made under this code for a minimum of 10 years after the end of the relevant Reporting Period, unless a different period is required under applicable national data privacy or other laws or regulations.

Baxter recognise The Right To be Forgotten. As such, and when required, Baxter shall implement processes to ensure all relevant data is removed from its systems. Please note that this right may not be applicable in all situations or jurisdictions.

Data validation and Dispute Resolution

A critical part of Disclosure Compliance, as well as Data Integrity laws across EMEA is to ensure that all HCPs, HCOs and Consultants are accurately identified and validated. Baxter endeavours to ensure that the HCP information is consistently matched with the correct HCP identifiers.

As is the case with most data collection processes, occasionally incorrect or incomplete data will enter the system.

Baxter will use its best endeavours to ensure a process for correcting and/or removing data if it is found to be inaccurate. The HCP/HCO/Consultant agreements contain a process on how the HCP/HCO/consultant can inquire on their data to be disclosed.

Baxter shall ensure procedures for handling enquiries on the disclosures and for making HCOs/HCPs/Consultants aware of the disclosure in the agreements to be signed by the HCP/HCO/Consultants.

Contact details

Any requests or inquiries pertaining to the processing of personal data at Baxter should be addressed to:

Baxter Healthcare Ltd

Wallingford Road, Compton Newbury RG20 7QW

Timea.Mann@baxter.com / +44 (0) 1635 206 538