

Baxter Healthcare Ltd.

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## **Baxter Healthcare Ltd.**

### **Methodological note for HCP/ORDM/HCO disclosure 2025**

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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”) voluntarily complies with the ABPI Code of Practice, which incorporates the principles set out in the EFPIA Code of Practice.

In addition, Baxter is 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, as well as of 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.

Information about disclosable payments made by Baxter to members of the public or to Patient Organisations are disclosed on Baxter’s company website <https://www.baxterhealthcare.co.uk/policies-positions/patient-organisation-relationships> as required.

With respect to interactions with HCPs, HCOs and GOs, 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 a decision to prescribe, purchase, recommend or use a Baxter product, therapy or service.

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## 1. Definitions

### 1.1. Recipients

**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”) 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 the current Disclosure Template published by the Prescription Medicines Code of Practice Authority (“PMCPA”), with the full name, city where registered, address and country of practice.

### **Other Relevant Decision Makers (ORDM)**

'Other relevant decision maker' (ORDM) are individuals 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 are not health professionals.

### Retired HCPs or ORDMs

HCPs that have fully ceased professional healthcare activities and are not acting in a healthcare capacity, and where their role does not involve the ability to prescribe, recommend, or influence

the use of medicines, they are not considered an HCP for disclosure purposes and are treated outside the scope of HCP disclosure requirements.

The same applies to ORDMs that have ceased to provide services because of their retirement.

#### Deceased HCPs or ORDMs:

Disclosure is determined by the timing and nature of the transfer of value, not by whether the HCP or ORDM is deceased at the time of publication. When preparing disclosures involving deceased HCPs, Baxter seeks to balance its transparency obligations with appropriate respect, dignity, and sensitivity toward the individual and their family. If Baxter has positive knowledge at the time of the disclosure that an HCP or a ORDM has deceased in the meantime, Baxter will not disclose the ToVs to the deceased HCP /ORDM.

## **1.2. Kind of ToVs**

**Transfer of value (ToV) (Clause 1.25 of the ABPI Code of Practice)** means a direct or indirect transfer of value, whether in cash, in-kind or otherwise, made, whether for promotional purposes or otherwise, in connection with the development or sale of medicines.

A direct transfer of value is one made directly by Baxter for the benefit of a recipient.

An indirect transfer of value is one made on behalf of Baxter for the benefit of a recipient or through an intermediate and where Baxter knows or can identify the recipient that will benefit from the transfer of value.

**Donations and grants**, as defined in clause 1.5. of the ABPI Code of Practice, collectively mean providing 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 Baxter in return. Donations and grants aren't provided to individuals. Baxter will disclose all transfers of value provided to HCOs to support their missions, visions, goals and programming.

**Collaborative working**, as defined in clause 1.3. of the ABPI Code of Practice, refers to 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. Joint working is a limited form of collaborative working between Baxter and the NHS (and others) which is patient-centered and always benefits patients.

If Baxter contributes to Joint Working Projects, it will disclose its own contribution to those projects, as required. Baxter will disclose financial contributions to collaborative working projects when it makes these payments.

If the contribution occurs in the secondment of a Baxter employee to an HCO, Baxter will publish the appropriate reference cost for the activity provided during the reporting period.

**Contribution to costs related to events** in relation to the disclosure of transfers of value, according to clause 1.4. of the ABPI Code of Practice, 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. When providing sponsorship of events/ meetings to organisations, associations, etc. such contributions may include costs for subsistence (food and drink).

In accordance with clause 1.23 of the ABPI Code of Practice, a company can provide support for individual health professionals or other relevant decision makers to attend events/meetings. **‘Support’** in this context is the provision of a financial contribution, in whole or in part, whether paid directly or indirectly to individual health professionals or other relevant decision makers to attend events/meetings.

As Baxter is a member to ABHI, Baxter’s sponsorship of individual healthcare professionals or other relevant decision makers is limited to the scope set forth in the MedTech Europe Code of Ethical Business Practice. In case of indirect sponsorship of an HCPs through an HCOs to attend a third-party organised event, Baxter will disclose these transfers of value under Sponsorship agreements with HCOs.

**Sponsorship, as defined in clause 1.22 of the ABPI Code of Practice,** means a contribution, financial or otherwise, in whole or in part provided by or on behalf of a company, towards an activity (including an event/meeting or material) performed, organised, created, etc. by a healthcare organisation, patient organisation or other independent organisation.

In cases where Baxter sponsors an event, organised by a professional congress organiser, 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.

**Research and development transfers of value,** according to clause 1.20 of the ABPI Code of Practice, 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.

## **Contracted services and expenses**

### **Fees for Services and Consultancy**

Fees for Services and Consultancy to HCOs:

Transfers of value resulting from or related to contracts between Baxter and institutions, organisations or associations of HCPs under which such institutions, organisations or associations provide any type of services to Baxter, 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 Baxter and HCPs under which such HCPs provide any type of services to Baxter, 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).

Expenses related to Services and Consulting include:

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

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

## **2. Disclosure's Scope**

### **2.1. Products concerned**

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 ABPI but avoids the complexity involved where Baxter attempts to isolate interactions related solely to medicinal products.

### **2.2. Company concerned**

The company concerned is Baxter Healthcare Ltd.

In 2024 Baxter announced a definitive agreement to divest its renal segment to the private equity firm Carlyle. The sale became effective in the UK on November 1, 2024. Vantive Limited which distributes Baxter's former renal segment products became an independent company.

In the UK the Baxter Group also contains a legal entity called Hillrom Limited. Since Hillrom Limited exclusively distributes medical devices, the ToVs granted by Hillrom Limited are not disclosed under the ABPI Code.

### **2.3. Excluded ToVs**

In accordance with the ABPI Code of Practice for the Pharmaceutical Industry (clause 1.25), Baxter does not disclose the following activities:

- transfers of value that are solely related to OTC medicines
- ordinary course purchases and sales of medicines by and between a company and a health professional or a healthcare organisation
- samples of medicines provided in accordance with Clause 21
- transfers of value provided in accordance with Clauses 10.5 (pens, pencils and notepads during meetings), 10.6 (Pens/pencils and notepads provided in conference bags) and 19.2 (materials and items for patient support)
- subsistence provided to health professionals and other relevant decision makers in accordance with Clause 10.1.

### **2.4. ToVs date**

Transfers of value made from the first of January 2025 to 31<sup>st</sup> of December 2025 are disclosed. Transfers of value will be disclosed using the date that the payment leaves the Baxter's bank account.

## **2.5. Direct ToVs**

According to clause 1.25 ABPI Code direct transfers of value are those made directly by a Member Company for the benefit of a Recipient.

- Fee for service
- Travel reimbursement
- Donations and grants
- Sponsorship
- Research and development

## **2.6. Indirect ToVs**

Pursuant to clause 1.25 ABPI Code an indirect transfer of value is one made on behalf of a company for the benefit of a recipient or through an intermediate and where the company knows or can identify the recipient that will benefit from the transfer of value.

- Fee for service paid via third-party agency
- Sponsorship paid via professional third-party event organiser
- Indirect support for HCPs to attend events
- Indirect Research and Development payments

Transfers of value made by Baxter via intermediaries (e.g. travel or market research agencies) are disclosed under a final beneficiary if it is known to Baxter.

Transfers of value made to HCOs via professional third-party event organisers (agencies) are disclosed under HCOs (final beneficiary).

If transfers of value are made to HCPs through HCOs, e.g. a support to attend 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 an HCO and the beneficiary is an HCP.

## **2.7. Non-monetary ToVs**

Non-monetary transfers of value include benefits in kind such as services, goods, or items of value provided without a direct cash payment. In-kind ToVs are valued based on the actual costs incurred by Baxter or, where relevant, the fair market price of the product or service provided.

## **2.8. ToVs in case of partial attendances or cancellation and refund**

Transfers of value that are ultimately not used are not disclosed as the benefit was not actually received. In cases where refunds occur, the ToV amount will be adjusted accordingly.

## **2.9. Cross-border activities**

Baxter will disclose transfers of value in the country where the HCP or HCO, who receives the transfers of value, has its principal practice.

## **2.10. R&D**

Baxter did not provide any transfers of value for Research & Development activities in 2025.

## **2.11. Voluntary disclosure**

Baxter voluntary complies with the requirements of the Association of the British Pharmaceutical Industry set forth in the ABPI Code of Practice. Baxter's transparency reporting includes interactions related not only to medicinal products but also to medical devices.

## **3. Specific considerations**

### **3.1. Country unique identifier**

Not applicable

### **3.2. Self-incorporated HCP**

For HCPs who operate through their own limited company and are its sole owner, the ToVs are reported under the individual HCP.

If an organisation consists of more than one HCP and the ToV cannot reasonably be assigned to an individual HCP, the organisation is treated as an HCO and the ToV is disclosed accordingly. If a named beneficiary can be identified, a Transfer of Value is reported under the individual HCP.

### **3.3. Multi-year agreements**

For multi-year agreements, the amounts paid in 2025 are disclosed in 2025.

### **3.4. Country specificities**

Currently, Baxter has no collaboration projects with either other pharmaceutical companies nor healthcare organisations.

### **3.5. Quality Checks:**

Pre-disclosure quality checks are done manually by comparing a financial report of transfers of values with data from interactions management system.

## 4. Data protection legal basis

### 4.1. Consent collection

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).

‘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
- Public, including patients and journalists

## How Baxter Will Process and Secure This Data

### Data Disclosure Consent

HCPs have the right to refuse to disclose 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, then it 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 on the Disclosure UK website. Some of the third parties referred to above may process personal data outside of the country of the individual HCPs. 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](mailto: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 an HCP revokes their consent to disclose under the ABPI Code of Practice, Baxter will aggregate the data for the future 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 ORDMs 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/ORDM agreements contain a process on how the HCP/HCO/ORDM can inquire on their data to be disclosed.

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

#### **4.2. Legitimate interests**

Not applicable

### **5. Form of disclosure**

#### **5.1. Date of publication**

Date of publication is 30 June 2026.

#### **5.2. Disclosure platform**

The ToVs will be disclosed on the platform [www.disclosureuk.org.uk](http://www.disclosureuk.org.uk) (Disclosure UK).

#### **5.3. Disclosure language**

The language in which the ToVs are disclosed is English.

### **6. Disclosure financial data**

#### **6.1. Currency**

The transfers of value are reported in GBP. Amounts paid by Baxter in foreign currencies will be converted to GBP using Baxter's average annual exchange rate based on market research rate (Bloomberg).

#### **6.2. VAT included or excluded**

VAT is excluded where possible. It may be included for cross-border ToVs when it is not locally deductible. VAT is included in travel & accommodation ToVs.

#### **6.3. Calculation rules**

In-kind ToVs are valued based on the actual costs incurred by Baxter or, where relevant, the fair market price of the product or service provided.

### **7. Additional Information**

Not applicable