

Methodological Note on Disclosure V01

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## Methodological Note – Disclosure of Transfers of Value to Healthcare Professionals and Organisations

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## A. Introduction

### 1. Document purpose

This document provides disclosure guidance regarding the obligations of Vifor Pharma Fresenius Medical Care (“VFMCRP”) under the *EFPIA code on Disclosure of transfers of value from Pharmaceutical Companies to Healthcare Professionals and Healthcare Organisations* (“EFPIA HCP/HCO Disclosure Code”) and related national codes (“EFPIA Disclosure Requirements”) to disclose transfers of value provided to European Healthcare Professionals (“HCP”) and Organisations (“HCO”). In particular, it satisfies VFMCRP’s obligation under article 3, section 3.05 of the EFPIA HCP/HCO Disclosure Code to publish a note summarising the methodologies used in preparing the disclosures.

This document describes the recognition methodology applied and captures various definitions, interpretations and assumptions made in the process of operationalising the disclosure requirements as set forth in ABPI Code of Practice for the Pharmaceutical Industry (“Applicable Code”).

This document does not define which activities are allowed or prohibited under a certain jurisdiction, nor does it contain any thresholds or other restricting requirements for interactions of VFMCRP with HCP/HCOs.

### 2. Document scope

This document and the assumptions made within, only apply to the disclosures prepared by Vifor Fresenius Medical Care Renal Pharma UK Ltd. (“VFMCRP UK”) in relation to transfers of value to recipients whose primary practice, principal professional address or place of incorporation is in the United Kingdom. The methodologies used by other affiliates of VFMCRP in documenting and disclosing the relevant information might differ and are not within the scope of this document.

For information on the methodologies applied in preparing disclosures not covered by this document, please consult the respective methodological note published together with the disclosures of interest.

## B. Definitions

### 1. Recipients

In this context the term “Recipient” refers to any HCP or HCO as applicable, in each case, whose primary practice, principal professional address or place of incorporation is in the country indicated in Section A.2 of this document.

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In compliance with the Applicable Code VFMCRP UK defines an HCP to be any natural person that is a member of the medical, dental, pharmacy, nursing or podiatric professions, any person legally considered as such, or any other person who, in the course of his or her professional activities, may prescribe, purchase, supply, recommend or administer a medicinal product and whose primary practice, principal professional address or place of incorporation is in Europe. The definition of HCP includes: (i) any official or employee of a government agency, health insurance fund, 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.

HCOs are defined by VFMCRP UK as any legal entity (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 or research institution, or learned society (except for patient organisations) whose business address, place of incorporation or primary place of operation is in Europe or (ii) which is made up of HCPs or through which one or more HCPs provide services or conduct research.

In order to determine whether a potential recipient is an HCP/HCO VFMCRP UK makes good faith efforts by using a “Sign-in sheet” to capture relevant recipient information pursuant to certain activities, by using resources such as the existing database and/or by asking the potential recipient.

### 2. Kinds of transfers of value

#### a. General

As a general rule the categorization of the transfers of value is based on the purpose of the transfer of value and not its nature.

In the context of this document the term “Event” shall mean all scientific, educational or promotional 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) organised or sponsored by or on behalf of VFMCRP UK.

#### b. Reporting categories

##### i. Grants and donations to HCOs

The term “Grant” shall mean a transfer of value to an HCO in support of a specific cause or activity whereas the term “Donation” shall mean a transfer of value which is freely available to an HCO and no obligations are connected to it.

The following examples (list not exhaustive) may serve as a guidance on what is reported under this category:

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- Support for thesis, if the recipient qualifies as an HCO;
- Support of educational institutions, if the recipient qualifies as an HCO (e.g. programmes on certain topics);
- Support of a continued medical education (“CME”) event by an HCO;
- Funding to an organisation to support an individual fellowship;
- Funding a hospital’s collective subscription to a medical journal;
- Funding provided to an HCO to support a bona fide, independent educational program, such as medical science or public health policy;
- Charitable contributions to non-profit, charitable organisations;
- Donations for the provision of funding, equipment, or free products to a third party entity, to support activities which serve the aims of health care or comparable aims (including e.g. the aims of research and teaching);
- Support of Independent Investigator Trials (IIT) and Investigator Sponsored Trials (IST) if these trials do not fall under the Applicable Code’s definition of “Research and Development” and/or are not related to one of VFMCRRP’s actual or future products.

Charitable contributions made at the request of an HCP or on behalf of an HCP will be disclosed attributable to the HCP and the applicable category of transfer of value (e.g. consulting fees). If an HCP elects to waive the fees for services or consultancy, VFMCRRP UK may donate the amount to the charity of its choice without reference to the HCP.

### ii. Contribution to cost of Events – sponsorship agreements

The term “Sponsorship Agreements” refers to agreements with HCOs or third parties appointed by HCOs to organise or manage events.

The following examples (list not exhaustive) may serve as a guidance on what is reported under this category:

- Rental of a booth or projection areas at an event organised by an HCO;
- Courses (e.g. CME event) organized or provided by an HCO (where VFMCRRP UK does not select the individual HCPs participating);
- Advertisement space (in paper, electronic or other format);
- Satellite symposia at a congress;
- Sponsoring of speakers/faculty;
- Drinks or meals provided by the organisers (included in the Sponsorship Agreement), if part of a package.

Where the costs of meals and drinks constitute an integral part of a Sponsorship Agreement and can only be distinguished from other parts of the Sponsorship Agreement with a considerable extra effort, these costs are reported under the category “Contribution to Cost of Events – Sponsorship Agreements” as part of the total cost of the Sponsorship Agreement.

Contribution to the costs of HCP/HCOs event participation are not covered by the category “Contribution to Cost of Events – Sponsorship Agreements” but are disclosed under the applicable category of “Contribution to Cost of Events – Registration Fees” or “Contribution to Cost of Events – Travel and Accommodation”.

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iii. Joint working

The term “Joint working” refers to transfers of value made in connection with joint working, defined by the Department of Health “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.”

iv. Contribution to cost of Events – registration fees

The term “Registration Fees” shall mean fees related to an HCP/HCOs attendance of an event of scientific, professional or educational nature.

The following example may serve as a guidance on what is reported under this category:

- Contribution to Registration Fees of HCOs and/or HCPs related to Events organized by third parties.

VFMCRRP UK does generally not charge any Registration Fees for stand-alone events.

v. Contribution to cost of Events – travel and accommodation

The term “Travel and Accommodation” refers to the provision of transportation and/or lodging and/or reimbursement for reasonable and actual travel and/or accommodation fees arranged for an HCP/HCO attending a professional event.

The following examples (list not exhaustive) may serve as a guidance on what is reported under this category:

- Hotel or similar;
- Airfare;
- Ground transportation;
- Mileage.

Transfers of value for transportation and/or lodging in connection with a service or consultancy agreement are considered related expenses and are not covered in this category.

vi. Fees for services and consultancy

“Fees for Services and Consultancy” mean transfers of value resulting from or related to written contracts between VFMCRRP UK and HCP/HCOs under which such HCP/HCOs provide any type of service to VFMCRRP UK or any other type of funding not covered by another reporting category set out in Section B.2.b of this document.

The following examples (list not exhaustive) may serve as a guidance on what is reported under this category:

- Consulting arrangements;

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- Advisory boards;
- Training for internal audiences;
- Round tables;
- Speaker programmes;
- Market research and data analysis;
- Paying HCP for writing and publishing articles;
- Development of education materials;
- Financial support to participate at events overseas, if the HCP in return is required to write a memorandum for VFMCRP UK on the event.

Services provided in relation to research and development do not fall under this category, but are instead reported under the category “Research and Development”.

- vii. Related expenses agreed in the fee for service or consultancy contract (including travel and accommodation relevant to the contract)

The term “Related Expenses” shall mean expenses which are directly associated with the service or consultancy provided but do as such not constitute part of the fees being paid to HCP/HCO.

The following examples (list not exhaustive) may serve as a guidance on what is reported under this category:

- Hotel or similar;
- Airfare;
- Ground transportation;
- Mileage.

As a general rule Related Expenses agreed in a service or consultancy contract are disclosed separately from the agreed fee. However, in some cases VFMCRP UK might not register expenses separately from the fees. If consequentially the disaggregation of the expenses is not appropriate or achievable without unreasonable efforts, VFMCRP UK treats such expenses as part of the fee and reports the total amount under the category “Fees for Services and Consultancy”.

- viii. Research and development

In accordance with the Applicable Code the term “Research and Development” covers the following:

- Non-clinical studies, defined as “an experiment or set of experiments in which a test item is examined under laboratory conditions or in the environment to obtain data on its properties and/or its safety, intended for submission to appropriate regulatory authorities” according to the OECD Principles on Good Laboratory Practice (as revised in 1997);
- Clinical trials, which include “any investigation in human subjects intended to discover or verify the clinical, pharmacological and/or other pharmaco-dynamic effects of one or more investigational medicinal product(s), and/or to identify any adverse reactions to one or



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more investigational medicinal product(s) and/or to study absorption, distribution, metabolism and excretion of one or more investigational medicinal product(s) with the object of ascertaining its (their) safety and/or efficacy” based on the article 2(a) of the EU Directive 2001/20/EC;

- Non-interventional studies: non-interventional trials are defined as “study(ies) where the medicinal product(s) is (are) prescribed in the usual manner in accordance with the terms of the marketing authorisation. The assignment of the patient to a particular therapeutic strategy is not decided in advance by a trial protocol but falls within current practice and the prescription of the medicine is clearly separated from the decision to include the patient in the study. No additional diagnostic or monitoring procedures shall be applied to the patients and epidemiological methods shall be used for the analysis of collected data” by article 2(c) of the EU Directive 2001/20/EC.

Following the definition of Research and Development, Research and Development Transfers of Value reportable under this category are transfers of value to HCP/HCOs related to the planning or conduct of non-clinical studies, clinical trials, and non-interventional studies.

The following examples (list not exhaustive) may serve as a guidance on what is reported under this category:

- Post-marketing surveillance studies;
- Studies to obtain approval for a pharmaceutical product;
- Basic research in relation to the development of a new product or the enhancement of an existing product;
- Investigator meetings in relation to a study or trial that falls under the scope of Research and Development;
- Independent Investigator Trials (IIT) and Investigator Sponsored Trials (IST) if these trials fall under the Applicable Code’s definition of “Research and Development” and are related to one of VFMCRP’s actual or future products.

Transfers of value related to retrospective non-interventional studies do not fall within the scope of the definition of Research and Development Transfers of Value and need to be disclosed in the applicable category of transfers of value.

### C. Disclosure’s scope

#### 1. General

The scope of VFMCRP UK’s disclosure is based on the provisions of the Applicable Code.

The disclosure covers all transfers of value made during a full calendar year (“Reporting Period”).

VFMCRP UK discloses on an individual basis for each clearly and without unreasonable effort identifiable Recipient, the amounts attributable to transfers of value to such Recipient which can be reasonably allocated to one of the categories set out in Section B. The amounts are reported per Reporting Period and aggregated on a category-by-category basis.

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For transfers of value where certain information, which can be otherwise reasonably allocated to one of the categories set forth in Section B.2.b, cannot be disclosed on an individual basis for legal reasons, VFMCRP UK discloses the amounts attributable to such transfers of value on an aggregate basis. The aggregate disclosure identifies for each category, (i) the number of Recipients covered by such disclosure, on an absolute basis and as a percentage of all Recipients, and (ii) the aggregate amount attributable to transfers of value to such Recipients in the respective Reporting Period.

### 2. Products concerned

### 3. As required by the Applicable Code, VFMCRP UK discloses transfers of value which are made in connection with prescription-only medicinal products for human use. Excluded transfers of value

VFMCRP UK does not disclose the following transfers of value:

- Transfers of value which do not fall within the scope of the categories set forth in Section B.2.b such as informational or educational materials, items of medical utility, food and beverages as well as medical samples;
- Transfers of value that are solely related to over-the-counter medicinal products.

### 4. Transfers of value date

It is VFMCRP UK's aim to ensure that all relevant transfers of value are disclosed. In the event that the recognition methodology is amended in the future, VFMCRP UK ensures that no disclosure gaps occur. Such gaps might occur if transfers of value under the amended recognition methodology are subject to disclosure in the previous Reporting Period, whereas under the previous recognition methodology they were subject to disclosure in the following Reporting Period. In such case, VFMCRP UK will include the corresponding transfers of value in the disclosures for the Reporting Period in which the recognition methodology has been amended.

Transfers of values are recognized for the Reporting Period in which they have been made, considering the following exceptions:

- In the case where the date of the Event and the date of the actual transfer of value differ, the transfers of value are disclosed according to the Reporting Period in which the Event takes place. Hence, the start date of the activity is decisive. Examples of such activities include for example the sponsorship of Events organized by HCOs, contributions to the cost of an HCP's congress participation, or speaker engagements;
- Transfers of value may under special circumstances be accrued into and disclosed in the Reporting Period following the Reporting Period in which the Event takes place. Such circumstances are for example (i) if a meeting captured in VFMCRP UK's client relationship management system ("CRM System") could not be closed on time to be included in the disclosure; or (ii) if the invoice has not been received and/or the transfer of value has

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not been settled and indicated as such in VFMC RP UK's CRM System. VFMC RP UK is determined to keep the number of these instances to a minimum.

If an agreement covers multiple transfers of value (rather than a lump sum) over several dates and Reporting Periods, each transfers of value will be disclosed in the Reporting Period it has been made.

### 5. Direct and indirect transfers of value

Direct transfers of value are those made directly by VFMC RP UK for the benefit of a Recipient. Indirect transfers of value, on the other hand, are transfers of value (i) made on behalf of VFMC RP UK for the benefit of a Recipient or made through an intermediary (e.g. meeting organizer, advertising agency, market research company) and (ii) where VFMC RP UK knows or can identify the HCP/HCO that will benefit from the transfer of value.

VFMC RP UK is responsible for disclosing any direct as well as any indirect transfers of value it is aware of. VFMC RP UK makes the necessary written contractual arrangements with the intermediary (third party) to ensure that the intermediary provides VFMC RP UK with the relevant information required for the disclosure.

### 6. Transfers of value in case of partial attendances or cancellation

VFMC RP UK only discloses transfers of value that have actually been made.

Planned transfers of value which are eventually, for whatever reason, not received by the HCP/HCO are excluded from the disclosure. Hence, VFMC RP UK does not disclose forgone transfers of value in case of partial attendance or cancellation.

The following are examples (list not exhaustive) for planned transfers of value not received by the HCP/HCO:

- Registration fees paid for an HCPs participation at a congress, which he is eventually not able to attend;
- Contribution to the cost of a flight which the HCP is unable to take due to illness.

### 7. Cross-border activities

VFMC RP UK recognizes the importance of disclosing all transfers of value made to one Recipient by different affiliates within VFMC RP in a single place. For that reason, transfers of value are disclosed in compliance with the respective national code of the Recipient, regardless of the country where the transfer of value occurred or the country in which the affiliate that made the transfer of value is located. The national disclosure reports hence only include the transfers of value to the Recipients which have their primary practice, principal professional address or place of incorporation in the respective country.

In order to make sure that cross-border activities are disclosed appropriately VFMC RP UK has procedures in place which require informing foreign affiliates of VFMC RP about any transfer

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of value made to a Recipient in the respective country. If there is no affiliate of VFMCRP in the respective country, the Legal Department at headquarters must be informed instead.

### 8. Reporting entity within a country

Whenever VFMCRP has several legal entities within the same country, only one entity will disclose all transfers of value made by legal entities within the country. In countries where VFMCRP does not have any legal entity or the local legal entities do not have an own website, headquarters will assume the responsibility for the disclosure.

## D. Specific considerations

### 1. Country unique identifier

VFMCRP UK ensures that each Recipient is identified in such a way that there is no doubt as to the identity of the HCP/HCO benefiting from the transfer of value.

The country unique identifier used by VFMCRP UK is not subject to disclosure according to the Applicable Code.

### 2. Self-incorporated HCP

According to the definitions of an HCP and HCO provided in Section B.1 of this document, self-incorporated HCPs are not only considered HCPs, but do also fall under the definition of an HCO.

Whether a transfer of value to a self-incorporated HCP is disclosed under the name of the person or the legal entity is decided on a case-by-case basis. As a general rule, transfers of value are disclosed under the name of the Recipient. Hence, VFMCRP UK will disclose the transfers of value under the name of the HCP, if the transfers of value is made to the HCP. If the transfer of value is made to the legal entity owned by the physician, VFMCRP UK discloses the transfer of value under the name of the legal entity.

### 3. Multi-year contracts

#### a. One single transfer of value only

If a contract starts in one calendar year and ends one or more calendar years later, and if there is only one single transfer of value foreseen by the contract (e.g. transfer of value upon completion of the services), the transfer of value is reported in the year of the execution of the transfer of value.

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b. Several transfers of value

If a contract starts in one calendar year and ends one or more calendar years later, and if there are several transfers of value associated with the single contract (e.g. monthly payments for ongoing services), each transfer of value is reported in the year of the execution.

**E. Consent management**

1. General

VFMC RP UK organises its disclosure in line with the relevant national code, laws and regulations (in particular concerning the protection of personal data). As a general rule, VFMC RP UK undertakes to obtain the consent of each Recipient (also HCOs, if data protection regulations also apply to legal entities), in order to process and disclose the relevant personal data.

VFMC RP UK is committed to make its best effort to obtain the consent from every Recipient for the disclosure of the respective transfers of value on an individual basis. If the corresponding consent is not provided by the Recipient, VFMC RP UK discloses the respective transfers of value on an aggregate basis pursuant to Section C.

In case of cross-border activities it is the responsibility of the affiliate which ultimately discloses the data, to ensure that disclosure is made in application of the applicable laws and regulations.

2. Consent collection

VFMC RP UK has included provisions relating to the disclosure of transfers of value in accordance with the applicable national code, laws and regulations in its written contracts with HCP/HCOs. Whenever possible, VFMC RP UK thus obtains the Recipient's consent to the processing and disclosure of the relevant data on a transaction basis directly in the respective contract.

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VFMC RP UK has adequate procedures in place to create and retain evidence showing that the consent was indeed given.

3. Partial consent

Disclosing some of the transfers of value under the individual disclosure category, while disclosing others on an aggregate basis would be misleading with respect to the nature and scale of the interaction between VFMC RP UK and the respective Recipient, and would as such not fulfil the Applicable Code's aim to increase transparency in regards to these interactions.

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It is for that reason that VFMCRRP UK has decided that it will not allow for “cherry picking” i.e. the Recipient’s partial consent to disclosure. If notwithstanding VFMCRRP UK’s efforts to obtain the Recipient’s consent, a Recipient provides his consent only with regard to some categories and/or transfers of value to be disclosed all transfers of value of VFMCRRP UK to that Recipient are declared on an aggregate basis. The same applies if the Recipient partially withdraws his consent.

### 4. Management of Recipients’ consent withdrawal

VFMCRRP UK manages the withdrawal of the consent to the disclosure in accordance with the applicable national code, laws and regulations. If not otherwise stipulated in the applicable national code, laws and regulations, VFMCRRP UK will deal with the withdrawal of the consent as follows:

- If a Recipient withdraws his consent to the disclosure of at least one transfer of value that has not yet been disclosed, all transfers of value of the respective Reporting Period concerning the withdrawing Recipient are disclosed on an aggregate basis.
- If a Recipient withdraws his consent to the disclosure of at least one transfer of value that has already been disclosed, it will be assessed on a case by case basis whether the disclosed transfers of value remain published on an individual basis.

The withdrawal of consent does not have any effect whatsoever on the disclosure of transfers of value made in future Reporting Periods.

### 5. Management of Recipients’ request

Recipients of transfers of value may contact VFMCRRP UK at any time to obtain information on their personal data processed and disclosed by VFMCRRP UK. Furthermore the Recipients may demand that VFMCRRP UK rectifies, deletes or blocks any incorrect data.

VFMCRRP UK has set up the email account [info\\_VFMCRRPUK@viforpharma.com](mailto:info_VFMCRRPUK@viforpharma.com) for such enquiries or requests which will be processed by VFMCRRP UK within reasonable time.

## F. Disclosure form

### 1. Time of publication

In compliance with the Applicable Code, VFMCRRP UK discloses the transfers of value on an annual basis and within six months of the end of the relevant Reporting Period.

The disclosed information is required to remain in the public domain for a minimum of three years after the time such information is first disclosed unless, in each case, (i) a shorter period is required under applicable national data privacy or other laws or regulations, or (ii) the Recipient’s consent relating to a specific disclosure, if required by applicable national law or regulation, has been revoked.

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In any case documentation and records related to the disclosure are retained by VFMCRP UK for at least five years after the end of the calendar year to which they relate.

### 2. Platform

As required by the applicable code, disclosure is made on a central platform.

The platform where VFMCRP UK discloses its data is unrestricted and publicly accessible.

### 3. Language

Disclosure is made in English.

## G. Disclosure financial data

### 1. Tax aspects

VFMCRP UK discloses taxes to the extent that these form part of the transfer of value made for the benefit of the Recipient. Generally the invoice serves as a reference to determine whether taxes are included in the total amount of the transfer of value and therefore require disclosure.

Examples of taxes to be disclosed are the VAT or any other taxes, such as city taxes or tourist taxes, that might be included in the total amount of the transfer of value made to the Recipient.

### 2. Currency aspects

#### a. General

If not specified otherwise, disclosures are made in the local currency i.e. the currency of the Recipients' primary practice, principal professional address or place of incorporation.

For transfers of value which have been made in a currency other than the local currency, these will be converted to local currency for the purpose of disclosure. Naturally, the disclosed amount in local currency varies according to the time of conversion. Since the conversion is often performed after the date the transfer of value has been made, the disclosed amount will in most cases slightly differ from the exact amount paid in local currency; variations will be greater if there are significant movements in the exchange rate during the respective period.

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### b. Time of conversion

In case of transfers of value made by VFMCRP UK or any other affiliate of VFMCRP the amount in foreign currency is converted into local currency on the date on which the transfer of value is captured.

In case of transfers of value made by headquarters, the transfer of value is captured in the currency in which the transfer of value has been made. The amount is only converted at the time of preparing the disclosures.

### c. Exchange rates

For transfers of value made in a currency different from the reporting currency, the amount is converted into the reporting currency based on the exchange rate specified as follows:

- If the transfers of value is converted at the time of capturing, the conversion is based on the exchange rate as indicated by VFMCRP.
- If the transfers of value is converted at the time of preparing the report i.e. after the end of the calendar year, the conversion is based on the average exchange rate for the year as indicated by VFMCRP.

### 3. Calculation rules

For the purpose of the disclosures the amounts pertain to the transfers of value made by VFMCRP UK, not the resulting income / benefit to the HCP/HCO.

### 4. Transfers of value received by multiple recipients

In some cases transfers of value by VFMCRP UK are made to multiple recipients.

Whenever possible VFMCRP UK disaggregates transfers of value to a group in order to disclose the transfer of value on an individual basis i.e. for each recipient. This disaggregation is achieved by allocating the respective part of the total amount to the specific HCP/HCO.

If an exact allocation of the cost to a specific recipient is not possible, the total amount of the transfer of value received by multiple recipients is disaggregated by dividing it by the number of recipients (regardless of whether such recipients are HCP/HCOs or not). The number of recipients taken as basis for the calculation is the number of actual recipients.

Where the disaggregation cannot be achieved without an unreasonable effort, the Applicable Code does not require disaggregating the transfer of value to multiple recipients. Examples include for instance, mass group transport (e.g. a bus / coach) that is organised for an Event. In this case the cost can be disclosed on an aggregate basis under the relevant cost category and do not need to be apportioned / allocated to each individual HCP that benefitted from the transfer of value.



## H. Miscellaneous

### 1. Transfers of value by VFMCRP UK partners

VFMCRP UK partners (“Partners”) are organisations with which VFMCRP UK has entered into a written agreement to distribute, sell, promote and/or otherwise commercialise VFMCRP UK products. As a general rule VFMCRP UK’s contractual agreements with its Partners stipulate that Partners assume the responsibility for the applicable disclosure obligations for transfers of value made by them.

### 2. Transfers of value made under co-promotion agreements

Co-promotion agreements are not relevant for the disclosure of transfers of value. Regardless of the terms of such agreements, VFMCRP UK only discloses its own transfers of value.

### 3. Stand-alone Events organised by VFMCRP UK

Certain costs associated with stand-alone Events organised by VFMCRP UK, such as cost of the administrative work for the organization of an Event, hire of VFMCRP UK’s facilities and equipment, or the cost of internal speakers, are not allocated to the Event participants and are not disclosed as transfers of value.

Travel and accommodation costs which VFMCRP UK might pay for the participants of an Event organized and sponsored by VFMCRP UK are reported under the category “Contribution to Cost of Event – Travel and Accommodation” as indicated in Section B.2.b.iv.

### 4. Transfers of value to an HCO for a service provided by an HCP

Transfers of value to an individual HCP executed indirectly through an HCO are only required to be disclosed once. As a general rule, transfers of value are disclosed under the name of the Recipient of the transfer of value. To the extent possible, VFMCRP UK makes the disclosure of indirect transfers of value to HCPs via an HCO under the name of the individual HCP.

Where VFMCRP UK would need to undergo unreasonable efforts to verify who the ultimate beneficiary of the transfer of value is, the transfer of value is disclosed under the name of the first person/legal entity that falls within the definition of a Recipient as defined in Section B.1 of this document.

Consistent with the before mentioned general rule, transfers of value are disclosed under the HCO in cases where an HCP provides services or consultancy but (i) the parties in the contract are VFMCRP UK and an HCO i.e. the service is contracted through the HCO, and (ii) the transfer of value is made to the HCO and will not be transferred to the HCP, who provides the service as part of his normal employee contract with the HCO.

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5. Transfers of value to contract research organisations and clinical research organisations

Contract research organisation and clinical research organisations (“CROs”) which provide clinical study or trial planning and execution services to VFMCRP UK, are not considered to constitute an HCO, according to the definition in Section B.1 of this document. VFMCRP UK will thus generally not disclose transfers of value to CROs unless (i) the CRO is comprised of healthcare professionals or has links to a medical institution and is therefore considered to be a HCO; or (ii) transfers of value are made through a CRO for the benefit of an HCP/HCO. In the latter case, the transfers of value are reported under the receiving HCP/HCO.