



**Association of the British Pharmaceutical Industry
Disclosure Methodology
2020**



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1) Definitions

a) Recipients

i) Definition of an HCP.

The term “healthcare professional” includes members of the medical, pharmacy and nursing professions and any other persons who in the course of their professional activities may administer, prescribe, purchase, recommend or supply a bluebird bio medicine.

ii) Definition of an HCO.

The term “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 the UK or an organisation through which one or more healthcare professionals or ORDMs provides services.

b) Kind of ToVs

i) Donations, Sponsorships and Grants

Bluebird bio provides financial or non-financial ToVs to organisations that provide medical or scientific education, research or advances in health or healthcare systems. This support may be in the form of sponsorship or grant support, donations to non-profit or public sector healthcare organisations to support their charitable mission and activities. Grants may be made to patient organisations are subject to separate disclosure requirements and thus are excluded here.

ii) Fees for service and consultancy and related expenses

Bluebird bio engages qualified with HCP/HCOs for appropriate services representing genuine and legitimate business needs paid through a fee representing fair market value. These services may include such activities as data analytics, advisory board participation and feedback, retrospective non-interventional study services or market research where bluebird knows the identity of the participants. Service agreements provide for reimbursement of reasonable associated expenses provided adequate receipt is given to bluebird for payment.

iii) Research and Development

Clinical trial expenses including those provided by contract research organisations on behalf of bluebird bio are considered research and development ToVs and are reported on an aggregate basis. If a retrospective or non-interventional study is non submitted to authorities as per local law, then these expenses do not fall under



research and development activities and the ToVs are reported as a fee for service under the name of the individual recipient.

2) Scope of disclosure

a) Excluded ToVs

Hospitality costs to individuals are not disclosable if in conformance with national association limits, which limits bluebird bio follows. Sponsorship amounts for events or congresses may include hospitality costs integrated into the overall amounts, which then are includible as part of the sponsorship ToV. Reasonable and appropriate logistical costs related to meetings hosted by bluebird bio are not considered ToVs and are not disclosed. Donations to charitable and patient organisations are out of scope and are separately reported as required by local law.

b) Date of ToVs

Payments to reportable recipients are reported as of the date of the payment, not the date of the engagement. These ToVs are disclosed at the individual level unless the consent to disclose is not obtained, which would result in the disclosure on an aggregate level. For contracts or agreements with services that span multiple periods, bluebird used the date of payment as the ToV date.

c) Direct and Indirect ToVs

The holder of the bank account where a ToV is made is the recipient for whom the ToV is disclosed. Those payments made to third parties who pay HCPs or HCOs on behalf of bluebird bio are disclosed against the HCP or HCO, as applicable and in accordance with consent obtained in the case of HCP payments.

d) Cross-Border Interactions

For HCPs/ORDMs and HCOs, bluebird bio will disclose based on the principal practice address of the identified recipient regardless of where the payment is made.

3) Data Privacy

a) Consent for Publication of Data

bluebird bio is requesting consent from all Healthcare Professional (HCPs) and Other Relevant Decision Makers (ORDMs) before declaring a Transfer of Value (ToV) to the individual concerned. If consent is not granted, bluebird will publish the ToV in the aggregated section of the report.



b) Data Privacy – Partial Consent for Publication of Data

If an HCP/ORDM receives several transfers of value from bluebird bio and decides not to agree to disclosure of one or more of those transfers of value, bluebird bio will disclose all that individual's transfers of value in its aggregate amount.

c) Data Privacy – Declaration of Consent

HCPs/ORDMs are informed about the purpose of the ABPI Disclosure Code and the required data processing. The option is provided to HCPs/ORDMs to grant consent for at least one full reporting period or to dissent to the publication of data.

4) Duration of Publication

bluebird bio's report will be available for a period of three years. The report will be amended accordingly, if required, for specific reasons, e.g. legal, etc.

5) Currency

All payments and transfers of value will be disclosed in local currency per guidance from EFPIA. If a payment is captured in another currency, it will be converted into local country currency based on the daily exchange rate at 12/31 of the corresponding year of the payment.

6) VAT

VAT is excluded for direct payments and included for in kind transfers of value.

7) Reconciliation of the Data

On an annual basis, bluebird bio will complete a full year reconciliation to identify any transactions that were submitted post data validation or post publication and update the reports accordingly to support the principles of full transparency.