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## **Methodological Note to HCP/HCO Disclosure Requirements in the LEO Group including specifications from LEO Pharma GmbH**

Version 4.0, 2018 disclosure

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## 1 Introduction

Healthcare Professionals (HCPs) and Healthcare Organisations (HCOs) provide the LEO Group with valuable, independent and expert knowledge from their experience within the field of dermatology and other areas that the LEO Group operates within. Their expertise will help the LEO Group to improve patients' quality of life.

The LEO Group believes it is fair and reasonable that HCPs and HCOs are compensated for the legitimate services and expertise that they provide. In addition, the LEO Group supports the education of HCPs and activities within healthcare or research. At the same time, the LEO Group acknowledges the need for and is committed to ensuring transparency of such Transfers of Value (ToV) provided to HCPs and HCOs, as required by the EFPIA Disclosure Code, as well as by the Code of Conduct of the Members of Arzneimittel und Kooperation im Gesundheitswesen e.V. (AKG e.V.)

To ensure that the LEO Group's engagements with HCPs and HCOs are in compliance, appropriate, properly documented, transparent and do not compromise the HCP's/HCO's independence, the LEO Group has developed an HCP Compliance Framework. The HCP Compliance Framework supports the LEO Group in avoiding conflicts of interest, and creates transparency when engaging with HCPs and HCOs locally, and across borders.

## 2 Purpose

This methodology note describes in detail how the LEO Group, including LEO Pharma GmbH, ensures transparency with regards to the ToVs that the LEO Group makes to HCPs and HCOs. It outlines the general principles underlying the disclosure of HCP/HCO Spend Data by the LEO Group and describes the general principles by which the LEO Group has ensured that the HCP/HCO Spend Data is complete and accurate.

The methodology note is a requirement outlined in the EFPIA Disclosure Code section 3.05 and will be available to the public.

## 3 Terminology and Definitions

### Cross-border Collaborations

Any interaction between any entity within the LEO Group and an HCP/HCO where the LEO entity providing the ToV to the HCP/HCO – either directly or indirectly - is located in a country different from the HCP/HCO.

### Direct ToV

Transfers of Value made directly by an entity within the LEO Group to an HCP/HCO.

### Donation/Grant

#### I. General definition

ToV provided by or on behalf of an entity within the LEO Group to an HCP/HCO (as per local requirements) for a philanthropic/humanitarian purpose and/or to support healthcare, medical education and/or research, without necessarily receiving or expecting consideration or compensation in return from the HCP/HCO. Donations/Grants may take many forms, including financial support, chemical compounds or equipment for research or healthcare purposes and/or medical products.

This definition may vary locally; in which case, the local definition prevails.

## **EFPIA**

European Federation of Pharmaceutical Industries and Associations

### **Healthcare Professional (HCP)**

#### **I. General definition**

The definition of an HCP varies from country to country and may include any member of the medical, healthcare, dental, pharmacy or nursing professions, or any other person, who in the course of his or her professional activities may prescribe, administer, recommend, purchase, pay for, reimburse, authorise, approve or supply healthcare services and/or medicinal products.

#### **II. Local Definition**

As per AKG code, Healthcare Professionals within the meaning of this code are members of the health care professions or industry, institutions that serve human health, or other persons, to the extent they are authorised to engage in commerce with prescription-only medicinal products or use them while exercising their profession.

### **Healthcare Organisation (HCO)**

#### **I. General definition**

An HCO is any legal person/entity:

- that is a healthcare, medical or scientific association or organisation (irrespective of the legal or organisational form) such as hospital clinic, foundation, university or other teaching institution or learned society (except for patient organisations) or
- through which one or more HCPs provide services.

This definition may vary locally; in which case, the local definition should apply.

#### **II. Local definition**

AKG code exemplifies Health Care Organizations (HCOs), as:

Hospitals, clinics, universities, medical service centres, continuing education and training institutes, professional associations.

### **HCP Compliance Person**

Locally appointed person responsible for supporting compliance of activities involving HCPs/HCOs, both organised locally and as part of a Cross-Border Collaboration, and who is also responsible for the local disclosure of ToVs provided – by any LEO entity – to HCPs/HCOs with Principle Practice Address in the country within the responsibility of the HCP Compliance Person.

### **HCP/HCO Spend Data**

All reportable ToVs made to an HCP/HCO, including master data associated to the HCP/HCO which is needed for the disclosure.

#### **Indirect ToV**

Transfers of Value made to an HCP/HCO on behalf of an entity within the LEO Group through an intermediary (Third Party). The LEO Group must know about and/or be able to identify the HCP/HCO that will benefit from the ToV in order for the ToV to be considered an Indirect ToV.

#### **LEO Group**

LEO Pharma A/S (HQ) and any affiliate, production site, regional office, representative office, local sales office, company, cooperation, firm, partnership, subsidiary, or other entity controlled by or in common control with LEO Pharma A/S.

#### **National Engagement**

An HCP/HCO engagement made between an entity within the LEO Group and an HCP/HCO from the same country as the concerned entity.

#### **Organiser**

The appointed person who has the overall responsibility for the interaction with an HCP/HCO, no matter where the business unit, department or function of such person is located (e.g. HR, R&D, sales & marketing, etc.).

#### **Paying Country**

The entity within the LEO Group that issues a payment/reimbursement or makes any other ToV to a specific HCP/HCO.

#### **Professional Conference Organiser (PCO)**

A legal entity specialised in the organisation and management of congresses, conferences, seminars and similar events.

#### **Principal Practice Address**

The address where an:

- HCP performs the majority of his/her healthcare related services.
- HCO has its place of incorporation.

#### **Recipient**

The HCP/HCO receiving a ToV either directly or indirectly from an entity within the LEO Group.

#### **Third Party**

Any company or individual who is not a member of LEO Group or a LEO employee, and who:

- is hired to provide products or services to the LEO Group or to act on behalf of the LEO Group (i.e. vendor or service provider), or
- enters a business partnership or collaboration with the LEO Group (i.e. business partner).

The definition includes e.g. contract manufacturing organisations, academic and commercial contract research organisations, consultants, distributors, market research companies, and advertising agencies, organisations, associations, institutions and other parties or persons not affiliated with the LEO Group.

#### **Transfer of Value (ToV)**

Any direct or indirect Transfer of Value, whether monetary, in kind or otherwise, made, whether for promotional purposes or not, in connection with the development and/or sale of products. This includes, but is not limited to, payments of fees for services, registration fees, sponsorships, travel and the provision of hospitality.

#### **4 Global HCP Compliance Process**

The global process for engaging with HCPs and HCOs in the LEO Group as well as the process for disclosure of ToV (the Global HCP Compliance Process) is aligned with the requirements set out by EFPIA. The implementation of the process in each country must follow the national requirements in which case additional local procedures may be in place, in order to meet local compliance requirements for HCP/HCO engagements and the disclosure of HCP/HCO ToVs.

As part of the Global HCP Compliance Process, a LEO unique identifier for the HCP/HCO is assigned to the recipient of the ToV, and the ToV is processed in accordance with the LEO HCP/HCO financial procedure to ensure that all HCP/HCO Spend Data can be captured in the financial systems.

The HCP/HCO Spend Data is extracted from the financial systems or manually captured by the Organiser. For ToVs made to HCP/HCOs through a Third Party, the Third Party is responsible for tracking and providing the Organiser with the HCP/HCO Spend Data including master data associated to the HCP/HCO which is needed for the disclosure.

The HCP Compliance Person compiles the HCP/HCO Spend Data from the financial systems, Organiser and Third Party and ensures the consolidation of the HCP/HCO Spend Data in the global LEO HCP/HCO spend tracking and reporting tool. When the HCP/HCO Spend Data has been consolidated, the HCP Compliance Person prepares the disclosure report of all HCP/HCO Spend Data for HCPs/HCOs with Principal Practice Address in the country of the HCP Compliance Person.

##### **4.1 Identification of HCP/HCO**

The LEO unique identifier assigned to each individual HCP/HCO ensures unique identification of any HCP or HCO to whom the LEO Group is planning to transfer a value (the Recipient of the ToV) and that the ToV made to a specific HCP/HCO will not be reported more than once due to e.g. errors in the contact details of the HCP/HCO. The LEO unique identifier contains the details of the HCP/HCO needed for disclosure, including the Principal Practice Address.



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## 5 Scope and Content of EFPIA Disclosure

The LEO Group is responsible for disclosing both Direct and Indirect ToVs made on behalf of the LEO Group to HCPs and HCOs in connection with activities relating to LEO prescription-only medicines in countries with disclosure requirements. This includes, but is not limited to, payments for the performance of services, registration fees, sponsorships, financial support, travel, hospitality, and other expenses related to an activity involving an HCP and/or HCO.

The LEO Group has assigned an HCP Compliance Person for each country who is overall responsible for ensuring the accurate and complete disclosure of the HCP/HCO Spend Data in accordance with local requirements. The HCP Compliance Person in the country where the HCP/HCO has his/her/its Principal Practice Address (country of HCP) must ensure disclosure of all reportable ToVs in the country of the HCP/HCO, including both National Engagements and Cross-Border Collaborations, regardless of whether they consist of Direct or Indirect ToVs and regardless of whether the ToV has been initiated by the LEO Group or upon request by the HCP/HCO.

### 5.1 Individual Disclosure

The reportable ToV is disclosed under the name of the specific HCP/HCO to whom the ToV was made (individual level) based on the LEO unique identifier in all cases except i) when the activity performed by an HCP/HCO concerns specific Research & Development services as defined in section 5.4 or ii) when the HCP/HCO did not consent to disclosure, see section 8.

The disclosure on an individual level includes, but is not limited to, fee-for-service activities, consultancy advice, advisory board activities, general advice, non-blinded market research, conference registration fees, and all disclosable expenses related to such activities. R&D advisory boards, medical consulting and/or data review not related to a specific clinical trial are also disclosed on an individual basis.

The disclosure on an individual level also includes services in connection with non-interventional **retrospective** studies, such as consultancy advice in relation to a database study and medical chart review study, and investigator initiated studies that are retrospective in nature, see section 5.5.

### 5.2 Self-incorporated HCPs

For self-incorporated HCPs, in which case a legal entity (HCO) is owned by one HCP, the reportable ToV is disclosed against the HCO, being the recipient of the payment.



### 5.3 Aggregated Disclosure

The reportable ToV is disclosed on an aggregated level in cases where i) the ToV is related to Research & Development Activities, see section 5.5 and, ii) the HCP/HCO has not provided his/her/its consent for disclosure, if required, as described in section 8.

### 5.4 Research and Development

Research and Development activities are by EFPIA divided into 3 main activity types: non-clinical study, clinical trial and non-interventional study.

**Non-clinical study:** This category includes any ToVs made to an HCP/HCO in connection with an experiment or a set of experiments in which a test item is examined under laboratory conditions, in greenhouses or in the field to obtain data on its properties and/or its safety. This typically relates to research activities where the LEO Group requires services performed by an HCP/HCO in order to complete the activity.

**Clinical trial:** This category includes any ToVs made to an HCP/HCO in connection with a clinical trial, such as fees paid to an HCP/HCO in his capacity as international/national coordinating investigator and investigator fees and fees in connection with memberships in a data review/monitoring committee, advisory board or medical consulting in relation to a specific clinical trial.

**Non-interventional study:** Includes any ToVs made to an HCP/HCO in connection with a non-interventional **prospective** study, such as fees paid to an HCP/HCO in his capacity as international/national coordinating investigator and investigator fees.

### 5.5 Investigator Initiated Studies (IIS)

Financial support to an Investigator Initiated Study (IIS) that is retrospective in nature is disclosed on an individual level while financial support to an IIS that is prospective in nature is disclosed on an aggregated level under Research and Development.

Any retrospective IIS is disclosed as fee for service, although the activity is not performed on behalf of the LEO Group and the LEO Group is not involved in the planning and conduct of the study. The HCP/HCO is conducting such study at his/her/its own initiative and is assuming all responsibility for the conduct of the study.

### 5.6 ToVs in case of partial attendance or cancellation

If an activity is cancelled, no ToV will be made to the HCP/HCO, unless the HCP/HCO has already performed certain preparatory work that the LEO Group required to be performed in connection with the activity. The HCP/HCO will be paid in accordance with the terms defined in the agreement with the HCP/HCO, e.g. hourly fee based on

hours spent on the preparation, and the ToV will be disclosed according to section 5.2-5.6. In case the LEO Group has paid any expenses prior to an activity and the activity is cancelled, no ToV will be disclosed on the HCP/HCO given that the HCP/HCO did not receive any benefits from the pre-payment made by the LEO Group.

## **5.7 Master agreements**

In connection with master agreements, the HCP/HCO will be paid in accordance with the fee and terms for travel and expense reimbursement described in the master agreement or in the separate work order prepared for each separate activity requested to be performed by the HCP/HCO. The LEO unique identifier is assigned at the beginning of the collaboration and will remain assigned to the HCP/HCO, and any ToV will be disclosed according to section 5.2-5.6 and within the applicable reporting period where the individual payments were made, see section 6.3.

## **5.8 Indirect ToVs**

The LEO Group may engage with Third Parties who are engaging HCPs/HCOs as part of services delivered to the LEO Group. It is evaluated for each specific contract or engagement whether ToVs made to HCPs/HCOs by a Third Party are considered Indirect ToVs.

An Indirect ToV generally includes situations where the identity of the HCP/HCO is specified in the contract with the Third Party or the identity of the HCP/HCO benefitting from the ToV is otherwise known by the LEO Group.

Indirect ToVs are for instance ToVs made in connection with clinical trials sponsored by the LEO Group where the conduct of the clinical trial, including payments to HCPs/HCOs, is handled through a Contract Research Organisation.

The LEO Group is disclosing any Indirect ToV on the same level as Direct ToVs i.e. either on an individual or aggregated level as described above in this section 5.

### **5.8.1 Indirect ToV – through an HCO**

The LEO Group may engage with an HCP indirectly through an HCO. In such cases, the LEO Group may request performance of services from a specific HCP employed by the HCO, or the HCO may itself decide that a specific HCP employed by the HCO performs the services.

If it is clearly identified in the contract between a LEO entity and an HCO that the ToV is being transferred to the HCP personally, such Indirect ToV is tracked and disclosed under the individual HCP and not under the HCO.

If the LEO Group cannot confirm that the HCP employed by the HCO received a personal benefit from the ToV paid to the HCO, but he/she is merely performing the services as part of his/her regular employment with the HCO and is paid his/her ordinary salary, such payment is not considered an Indirect ToV and such payments are not disclosed as a ToV under the individual HCP but instead under the HCO. In case the HCP, performing the services for the LEO Group under the contract with the HCO, is directly reimbursed for any related expenses, these ToVs will be disclosed against the individual HCP and not the HCO.

### **5.8.2 Indirect ToV – through a PCO**

The LEO Group may provide support / sponsorship to PCOs in connection with educational/scientific activities. If an HCP/HCO, as e.g. a scientific committee, speaker or chair, will receive a ToV by means of the support/sponsorship by the LEO Group, and the LEO Group knows or can identify the HCP/HCO that will benefit from the ToV, such ToV will be considered an indirect ToV. Such indirect ToVs to HCPs/HCOs provided through PCOs will be disclosed under the name of the benefiting HCP/HCO with no mentioning of the name of the PCO and in accordance with section 5.2-5.6.

In case the LEO Group is providing support / sponsorship to a PCO, but the LEO group is not able to identify the benefiting HCP/HCO, this ToV will not be disclosed as the PCO is not an HCP/HCO and hence not a recipient under the EFPIA Disclosure Code. However, in order to ensure transparency of the sponsorships provided by the LEO Group to educational/scientific events, the LEO Group requires the PCO to publish the sponsorship on the website of the specific conference.

### **5.8.3 Indirect ToV - Distributors**

In cases where a distributor engages directly with HCPs/HCOs and provides a ToV to an HCP/HCO on behalf of the LEO Group, any such ToV made to HCPs/HCOs are considered an Indirect ToV and are to be disclosed by the LEO Group.

### **5.8.4 Indirect ToV – Market Research Studies**

The LEO Group may engage with a Third Party in order to conduct market research studies or similar activities where LEO does not know the identity of the HCP/HCO engaged on behalf of the LEO Group by the Third Party, and the HCP/HCO does not know the identity of the LEO Group. In such cases, the LEO Group is not able to track and disclose any ToV made to the HCP/HCO by the Third Party on behalf of the LEO Group and therefore such ToV will not be disclosed.

If an HCP requires to know the identity of the company performing the market research, this will be revealed in accordance with the guidelines in the EphMRA Code of Conduct. However, to protect the anonymity of the respondents/HCPs, the name of the respondents/HCPs will still not be revealed to the LEO Group and the LEO Group will therefore not disclose any ToV made in connection with the market research.

For market research studies where the identity of the HCP/HCO is known by the LEO Group, the LEO Group requires the Third Party to track the ToV made to the HCP/HCO in order for the LEO Group to disclose the HCP/HCO Spend Data.

## **6 Financial data**

To ensure that the HCP/HCO Spend Data disclosed by the LEO Group is consistent, certain decisions have been made on which data points to be used in the capture and tracking of the HCP/HCO Spend Data.

### **6.1 Currency**

The currency used in the disclosure report is the local currency in the country where the disclosure is made (the country of the HCP/HCO).

ToVs not paid in the currency used in the country of the HCP/HCO will be converted into the currency used in the country of the HCP/HCO via a conversion to EURO. The conversion calculations are based on a fixed yearly currency rate.

### **6.2 VAT**

The published ToV amounts are exclusive of VAT, except in some cases where the VAT amount cannot be accurately excluded, in which case the disclosed amounts are inclusive of VAT. For payments subject to withholding tax, the published ToV amounts are inclusive of the withholding tax amount.

### **6.3 Date of ToV**

The date of the ToV is the date the payment was made, i.e., the date the payment was cleared in the finance system (clearing date), and not the date the services were provided by the HCP/HCO.

For Indirect ToVs related to events such as congresses, the date of activity will be used as date of ToV whenever possible for the following types of expenses: congress registration, travel and accommodation.

## **7 Cross-Border Collaborations**

Any ToVs made in connection with a Cross-Border Collaboration are tracked via the financial systems in the Paying Country and the LEO unique identifier. The HCP/HCO Spend Data from the Paying Country is uploaded to the global LEO HCP/HCO spend tracking and reporting tool and will be available to the HCP Compliance Person in the country of the HCP/HCO for disclosure. This process ensures that the LEO Group discloses not only ToVs from National Engagements, but also all ToVs from Cross-Border Collaborations. If disclosure is not related to Research and Development, the HCP Compliance Person in the country of the HCP must ensure consent has been collected for the specific HCP/HCO, see section 8.

## **8 Consent Management**

In certain countries, the LEO Group is obliged to obtain consent from the individual HCP/HCO for the disclosure of the HCP's personal data/HCO data and the ToVs made to the HCP/HCO. If such disclosure and pertaining consent is required as per local law and requirements, the HCP Compliance Person in the country of HCP/HCO ensures that consent from the HCP/HCO is obtained, both in connection with Direct and Indirect ToVs, in accordance with local requirements and local data protection laws.

### **8.1 Consent collection**

The consent, if required according to local requirements and local data protection laws, is obtained in a separate consent agreement that covers consent for disclosure in accordance with the EFPIA Disclosure Code of all HCP/HCO Spend Data within the given reporting period.

### **8.2 Management of recipient consent withdrawal**

The HCP/HCO can withdraw his/her/its consent at any time. In such case, the LEO Group will disclose the HCP/HCO Spend Data on an aggregated level and will re-publish the disclosure report, if the data was already published.

Withdrawal of consent is managed by the HCP Compliance Person in the country of the HCP/HCO.

### **8.3 Management of recipient's request**

A request from an HCP/HCO for withdrawal of his/her/its consent can be received by any employee in the LEO Group, who then needs to inform the HCP Compliance Person in the country of the HCP/HCO for further handling.

#### **8.4 Partial consent**

The HCP Compliance Person in the country of the HCP/HCO will verify that consent has been collected before disclosure of the HCP/HCO Spend Data. Since consent is collected in a separate consent agreement on an HCP/HCO level, covering all HCP/HCO Spend Data within a given disclosure period, all ToVs made for that specific HCP/HCO will either be disclosed on an individual or an aggregated level (except ToVs in connection with Research and Development) within a given disclosure period.

This means that if an individual HCP (or in some cases HCO) receives a number of ToVs from the LEO Group throughout the reporting period and for some reason decides to withdraw his/her/its consent for one or more of those ToVs, the LEO Group will disclose all of the ToVs provided to the HCP (or HCO) on an aggregated level.

### **9 Disclosure form**

For the disclosure, the country-specific applicable disclosure template(s) will be used. The HCP/HCO Spend Data will be disclosed in accordance with the country-specific requirements.

#### **9.1 Date of publication**

30.06.2019

#### **9.2 Disclosure platform**

<https://www.leo-pharma.de/Default.aspx?ID=27371>

#### **9.3 Disclosure language**

German

### **10 Disclosure exclusions**

The LEO Group has excluded certain ToVs made to HCPs/HCOs from the HCP/HCO Spend Data in accordance with the excluded disclosures stated in the EFPIA Disclosure Code, section 1.02 and Code of Conduct of the Members of Arzneimittel und Kooperation im Gesundheitswesen e.V. (AKG e.V.), such as meals and drinks.

In addition, in some cases the LEO Group provides certain non-financial support to HCPs/HCOs that cannot be assigned a monetary value, and the LEO Group has evaluated that these transfers of non-financial support are not to be considered a transfer of value, see section 10.1. Such transfer will also be excluded from the HCP/HCO Spend Data.



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### **10.1 Non-financial support**

Literature publications that relates to LEO originated data and analyses may be developed collaboratively between an HCP (external author) and the LEO Group (internal author). In accordance with Good Publication Practice for Communicating Company-Sponsored Medical Research (GPP3) and as stated in the LEO Group guideline on Scientific, Medical and/or Technical Publications, the LEO Group does not pay honoraria to authors, hence this is not a 'fee for service' set-up. Instead, authors contribute to these publications freely by using their time and intellectual resources.

To facilitate the development of publications so that the LEO Group can meet the obligation to publish results from clinical trials and other research activities in a timely manner, often professional medical writers are used. They can be employees of the LEO Group or from an external medical writing agency.

Support where the LEO Group provides a medical writer to an HCP in order to assist the HCP in a publication is not considered a ToV to the HCP as 1) no fee-for-service activity occurs whereby the HCP obtains no financial benefit 2) the value of the support provided by the LEO Group to authors is to society at large, the scientific community, patients, and the LEO Group, as it speeds up the process in which we share data, analysis, and interpretation to increase the overall knowledge about our products/patient solutions in development and in clinical use, i.e. there is no value to be transferred to the HCP; and 3) the support cannot be linked to a specific payment and thereby cannot be tracked.

### **11 Medical Devices, Over-the-counter Medicines and Emollients**

The LEO Group also operates within the field of Medical Devices, Over-the-counter Medicines and emollients.

If not directed otherwise by the HCP Compliance Person in the country of the HCP/HCO, any ToV made to an HCP/HCO is captured and tracked, regardless of whether the activity performed relates to prescription-only medicines, medical devices, over-the-counter medicines or emollients.

### **12 Retention**

The LEO Group will maintain the relevant records of the HCP/HCO Spend Data for 6 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.

### 13 References

EFPIA Disclosure Code: EFPIA HCP/HCO Disclosure Code, EFPIA Code on Disclosure of Transfers of Value from Pharmaceutical Companies to Healthcare Professionals and Healthcare Organisations, Consolidated Version 2014, 06 June 2014 – final editing 11 July 2014.

Code of Conduct of the Members of Arzneimittel und Kooperation im Gesundheitswesen e.V. (AKG e.V.) of 7 April 2008, amended on 22 April 2015 – 6. Section: Transparency - § 28 Transparency