TEMPLATE - BPS SME Attestation Form
1. Non-Disclosure Agreement

I understand that information or knowledge gained through my involvement with BPS is not public information, and hereby acknowledge that I have been informed about the need for complete security and confidentiality in the handling of all BPS intellectual property, which includes but is not limited to:

- Examination content and metadata (questions, classifications) in draft or final form
- Examination design documents (draft exam content outlines, standard setting ratings)
- Meeting minutes, agenda, and/or proceedings
- Deliberations, discussions, and/or trade secrets

I commit to comply with the rules defined by Board of Pharmacy Specialties, including those relating to confidentiality, impartiality and conflicts of interest.

I have not allowed nor will I allow any person other than authorized staff members of the Board of Pharmacy Specialties or individuals specifically authorized by BPS to have access to or be informed about any BPS intellectual property. I will not knowingly allow any breach in security and will report any breach that I witness or come to know about. I agree to securely dispose of all electronic or paper copies of any documents, files, or notes that contain any BPS intellectual property.

I understand that information or knowledge gained through my involvement with BPS cannot be used at any time to assist, nor promote or advertise the assistance of, individuals preparing for BPS certification or recertification examinations in any way, including but not limited to:

- Development, modification, or enhancement of examination preparatory materials
- Training or instruction of pharmacists or other healthcare providers
- Development, modification, or enhancement of residency programs or other educational courses and curricula

I agree to assign and/or transfer my contributions to BPS such that all decisions, work products, exam content, and meeting outcomes are the sole intellectual property and copyright of BPS.

By entering my full name here and submitting this form, I am indicating that: I have entered into this assignment voluntarily, agree to the stipulations listed regarding confidentiality and non-disclosure, and understand that I will be subject to legal action if I violate any of these stipulations.
2. Conflict of Interest Policy

No member of BPS’ governance and organizational structure or one of its subject-matter-expert groups shall vote on any matter which will more than insignificantly affect, financially or otherwise, that individual or a member of that individual's family or the individual's employer. For example, voting on establishing the rate of certification fees would be considered insignificant, while voting on matters which will affect an organization of which the individual and his/her family owns at least 10% of the stock of the organization would be more than insignificant.

No member of BPS' governance and organizational structure or one of its subject-matter-expert groups shall vote on any matter which will materially affect, financially or otherwise, any business competitor of the Board or any customer of the Board for which that individual acts or serves in the capacity of an employee, a stockholder, a director, an owner, a partner, a committee member, or such other similar position.

No member of BPS' governance and organizational structure or one of its subject-matter-expert groups shall serve concurrently as an elected officer or member of a governing body (e.g., Board of Directors) for another organization that has a contractual relationship (e.g., professional development programs for recertification credit) with BPS. If such a situation arises, the BPS appointee must resign from one of the roles and notify BPS staff as soon as possible.

Except as provided by the Bylaws or Governing Policies, or approved by the Board, no full or part-time employee, officer, or consultant of the Board shall act or serve as a voting member of the Board.

No member of BPS' governance and organizational structure or one of its subject-matter-expert groups, during his/her term, may represent himself/herself or any other party in negotiations or other dealings with the Board on any matter; including proposals, projects, employment opportunities, and other related Board matters.

The Board of Directors must approve the employment by BPS of any individual who has been actively involved in the governance of the Board within the preceding two (2) years.

No member of BPS' governance and organizational structure or one of its subject-matter-expert group shall at any time disclose to others or use for that individual's benefit or the benefit of others any confidential or proprietary information owned, possessed or used by the Board, except as authorized by the Board and for its benefit.
Members of BPS' governance and organizational structure or one of its subject-matter-expert groups shall not, during their term, participate in the development or presentation of programs directly or indirectly related to the content of specialty certification examinations, such as preparatory/review courses and professional development programs approved for BPS recertification. These same individuals are also prohibited from such activities for the two (2) years following the completion of their service to BPS.

Members of BPS' governance and organizational structure or one of its subject-matter-expert groups commit themselves to comply with the rules defined by the certification body, including those relating to confidentiality, impartiality and conflict of interests.

By entering my full name here and submitting this form, I am indicating that: I have read the BPS Conflict of Interest Policy, and agree to follow these principles while serving the Board of Pharmacy Specialties.
3. Anti-Trust Policy

The Board of Pharmacy Specialties (BPS) complies with all Federal and State Antitrust laws, rules, and regulations. Therefore, BPS establishes the following policies and procedures, which apply to all meetings facilitated by and/or attended by representatives of BPS.

- No discussion is permitted of any elements of a company’s operations which might influence price such as: cost of operations, supplies, labor, or services; allowance for discounts; terms of sale including credit arrangements; and profit margins and mark-ups provided this limitation shall not extend to discussions of methods of operation, maintenance, and similar matters in which cost, or efficiency is merely incidental.
- Meeting discussions, recommendations, or agenda items regarding topics that may cause antitrust problems, such as prices or price levels, are prohibited.
- It is a violation of Antitrust laws to agree not to compete; therefore, discussions of division of territories or customers or limitations on the nature of business carried on or products sold are not permitted.
- Discussion relating to boycotts is prohibited, including discussions about blacklisting or unfavorable reports about particular companies including their financial situation. Boycotts in any form are unlawful.
- Where there is a potential for discussion of legally sensitive subjects, legal counsel should attend the meeting. Whenever discussion borders on an area of antitrust sensitivity, a meeting participant should request that the discussion be stopped and ask that the request be made a part of the minutes of the meeting being attended.
- Minutes of all meetings should be kept that accurately report what actions, if any, were taken.
- Unscheduled, informal, or secret meetings held in conjunction with the regular meetings should be avoided. These meetings jeopardize legitimate activities and create a substantial risk of investigation.
- Members should check with the BPS personnel and/or legal counsel if there is any doubt about the propriety of an Association program or subject of discussion. Members may also wish to consult with their company’s legal counsel.

By entering my full name here and submitting this form, I am indicating that: I have read the BPS Antitrust Statement and agree to follow these principles while serving the Board of Pharmacy Specialties.
4. Commitment to Serve

I pledge to:

- conduct myself in a manner that promotes fairness, impartiality, and freedom from bias.
- establish as a high priority my attendance of BPS meetings.
- come prepared to contribute to meeting objectives.
- complete all assignments within the timeframes established.
- participate in a respectful, courteous, and professional manner.
- strive for consensus in decision-making and support established actions and decisions, even when I am in a minority position on such actions or decisions.
- not engage in conduct or behavior that may be reasonably perceived as verbal, physical, or sexual abuse or harassment, or otherwise inappropriate.
- not engage in communications or discussions, in any medium, format, or platform, that can be reasonably perceived as representing BPS in a negative manner.
- not speak on behalf of BPS unless specifically given written dispensation to do so.
- not misrepresent my involvement or responsibilities with BPS.
- acknowledge that administrative matters are the responsibility of the BPS personnel.
- avoid conflicts of interest between my BPS position and my personal and professional life as outlined in the BPS Conflict of Interest Policy; and when in doubt about whether an activity is a potential conflict of interest, to seek an opinion from BPS.
- commit to comply with the rules defined by BPS, including those relating to confidentiality, impartiality and conflict of interests.

If for any reason I find myself unable to carry out the above duties, I agree to resign from my role as a BPS subject-matter-expert volunteer. I also understand that my inability to meet these requirements could result in my removal from the appointed position. I further understand that review within BPS will be the final determination of any matter arising between me and BPS. I agree that any unresolved disagreements will be settled by arbitration in Washington DC.

By entering my full name here and submitting this form, I am indicating that: I understand and agree to exercise the duties and responsibilities of this appointment with integrity, collegiality, and due care, according to the listed requirements and stipulations.
In exchange for continued employment and other good and valuable consideration
________________________________ (hereinafter “Employee”) agrees to the following.

1. Employee acknowledges that his/her employment provides (or will provide) employee with access to
specialized confidential information and knowledge regarding the Board of Pharmacy Specialties (BPS)
and its candidates and certificants. BPS and Employee recognize that were this information available to a
competitor of BPS or others in the pharmacy field, it could be used in a manner which would cause serious
and irreparable harm to BPS and its candidates and certificants. For the foregoing reasons, all such
information is considered by BPS, and is acknowledged by Employee to be highly confidential and/or trade
secret information which is proprietary to BPS and its business.

2. Employee always agrees that during and after his/her employment with BPS he/she will not disclose or
divulge any confidential or proprietary information obtained during the course of Employee’s employment
with BPS except upon approval of the Executive Director and/or BPS Board or if compelled by Court order
or subpoena. Employee further agrees not to use any such confidential and proprietary information to the
benefit of any person or entity other than BPS. Employee acknowledges that BPS’ confidential and
proprietary information includes, but is not necessarily limited to, all information not generally known to the
public or otherwise made public by BPS or its candidates or certificants affecting or relating to the business
of BPS or its candidates and certificants, their finances, manner of marketing and/or operation, research,
development, certification procedures, examinations and/or tests.

3. Employee agrees that all documents and materials furnished to Employee by BPS and relating to the
procedures, examinations, tests, operations, activity, or prospective activities of BPS and/or its candidates
and certificants are and shall remain the exclusive property of BPS and that Employee has no ownership
or proprietary interest in such items whatsoever. Employee shall deliver same (including, but not limited to,
all documents, manuals, lists, records, publications or other writings, keys, computer programs or files,
equipment or other articles that came into his/her possession in connection with his/her employment for
any reason, whether voluntary or involuntary.

4. Employee acknowledges that he/she has read this entire Agreement, that he/she understands this
agreement and the restrictions contained herein. Employee also agrees that this Agreement and the
restrictions contained in this Agreement are reasonable, proper, and necessitated by BPS’ legitimate
business interests and that Employee has freely, willingly, and knowingly entered into this Agreement with
the intent to be bound by the Agreement and the restrictions contained herein. Employee understands that
nothing in this Agreement alters his/her at-will employment relationship with BPS.

5. Employee agrees to avoid conflicts of interest or any threat to impartiality between their position held in
BPS and their personal i.e., family members or other relationships and professional life as outlined in the
BPS Conflict of Interest Policy and when in doubt about whether an activity is a potential conflict of interest
between the BPS staff member and any candidate pursuing board certification to seek an opinion from the
appropriate BPS team member.

AGREED:

________________________________
Employee signature/Date

_______________________________
Print name

_______________________________
Signature/Date of BPS Executive Director or HR Director

_______________________________
Print Name
6. Conflict of Interest/Non-Disclosure for Service Contracts

This AGREEMENT ("the Agreement") is made this ____ day of ___________, 2022, by and between the Board of Pharmacy Specialties (hereinafter "BPS"), and _______________________________ (hereinafter "the Consultant").

WHEREAS, BPS wishes to engage the Consultant as an independent contractor to perform certain consulting services for BPS related to
______________________________________________________________________ and

WHEREAS, the Consultant is willing to provide these consulting services to BPS.

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. **Scope of Services.** The Consultant will provide consulting services as an independent contractor for the benefit of BPS as set forth in Consultant’s Proposal to the Board of Pharmacy Specialties for ________________ dated ___________ (the “Proposal”), which is attached hereto and incorporated herein as Attachment A.

2. **Period of Performance.** The period of performance for this Agreement shall be upon execution of this Agreement by both parties, through the dates set forth in the Proposal, unless this Agreement is amended by written mutual agreement of both parties or terminated earlier in accordance with the terms hereof.

3. **Compensation.** BPS shall pay the Consultant at the rates and in the amounts as set forth in the Proposal. Consultant shall submit invoices to BPS at the end of each month and BPS shall pay such invoices within thirty (30) days of receipt of the invoice from Consultant.

4. **Expenses.** The Consultant shall furnish, at its own expense, all basic labor, materials, equipment, supplies and other items necessary to carry out the terms of this Agreement. Travel related out-of-pocket expenses, including travel, meals, and lodging, may be expensed separately to BPS by the Consultant, if approved in advance by BPS. Such expenses shall be invoiced on a monthly basis to BPS.

5. **Relationship of Parties.**

   a. **Independent Consultant.** Both parties intend that this Agreement will create an independent contractor relationship. The Consultant will not be considered an agent or employee of BPS for any purpose whatsoever. BPS shall use the services of the Consultant on an as needed basis and is not obligated to use the Consultant exclusively.

   b. **Right of Supervision.** Although the actual performance and supervision of all services performed under this Agreement shall be by the Consultant, the services performed by the Consultant must ultimately meet the approval of BPS. Therefore, BPS shall have a general right of inspection and supervision to secure satisfactory completion of the services. Accordingly, BPS shall designate a representative or representatives who shall regularly be kept informed of the services being performed by the Consultant in accordance with this Agreement. Such representative or representatives shall be empowered to act for BPS in all matters relating to the Consultant’s performance under this Agreement.
c. **Delegation of Work.** The services provided herein shall be performed by the Consultant, and no person except the regular associates or employees of the Consultant shall be engaged upon such services without prior written approval of BPS.

6. **Proprietary Rights and Nondisclosure.** All materials provided to Consultant herein by BPS and all materials produced or developed (whether finished or unfinished) under the terms of this Agreement are the property of BPS. The Consultant will not use, disseminate, publish or permit to be published in any form any such materials produced or collaborated on by the Consultant, except with the prior written permission and consent of BPS. The Consultant agrees that any materials produced or developed (whether finished or unfinished) under this Agreement will be Works Made for Hire, to the extent the materials come within the terms of the Copyright Act (Title 17 U.S.C., Section 110) and, that BPS will own all of the right, title and interest in and to the copyright of said materials. To the extent that the materials produced or developed (whether finished or unfinished) under this Agreement are not Works Made for Hire, the Consultant hereby assigns and transfers to BPS all of the Consultant’s right, title, and interest in and to any copyright interest the Consultant has or might have in the materials produced or developed (whether finished or unfinished) under this Agreement. BPS reserves the right to require the Consultant to sign a further release transferring statutory copyright on any such materials to BPS. All information provided to Consultant herein related to BPS and all project materials shall be considered the confidential information and proprietary materials of BPS. Consultant shall not use such information and materials except in furtherance of completing the services under this Agreement and shall not disclose such information and materials except to BPS under this Agreement. The nonuse and nondisclosure requirements shall survive the termination or expiration of this Agreement. The Consultant commits to comply with the rules defined by the Board of Pharmacy Specialties, including those relating to confidentiality, impartiality and conflicts of interest.

7. **Compliance with Laws.** The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now or may in the future become applicable to the Consultant or to the Consultant’s business, equipment, and personnel engaged in operations covered by this Agreement.

8. **Indemnification.** Each party shall indemnify the other party and its officers, directors, employees, members and agents against all liability or loss sustained in connection with, and against all claims or actions based upon or arising out of, any negligent acts or omissions of the indemnifying party or its officers, directors, employees or agents, or based upon the performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions. Any joint liability shall be apportioned between the parties based upon each party’s degree of responsibility for the liability.

9. **Termination.** Either party may terminate this Agreement at any time and for any reason upon seven (7) days’ prior written notice to the other party. Upon termination of the Agreement, Consultant shall be paid for its services through the date of termination. Paragraphs 5-8 and 10-14 shall survive the termination or expiration of this Agreement.

10. **Assignment.** Neither this Agreement nor any rights or obligations described in this Agreement may be assigned by Consultant without the prior written consent of BPS.

11. **Name and Logo.** The Consultant agrees not to use the name of BPS or its logo for any promotional or commercial purpose or any other purpose without the prior written consent of BPS.

12. **Entire Understanding.** This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

13. **Governing Laws.** This Agreement shall be governed by the laws of the District of Columbia.
14. **Severability.** The provisions of this Agreement are severable, and, in the event that any provisions are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Board of Pharmacy Specialties

______________________________
Signature

______________________________
Date

______________________________
Signature

______________________________
Date

______________________________
Printed Name

______________________________
Title