



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.

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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.

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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.

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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.