

# TEMPLATE - BPS SME Attestation Form

## 5, STAFF CONFIDENTIALITY/NONDISCLOSURE AGREEMENT BOARD OF PHARMACY SPECIALTIES/APhA

In exchange for continued employment and other good and valuable consideration

\_\_\_\_\_ (hereinafter "Employee") agrees to the following. (Print name)

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