

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated for reference between the THERAPEUTICS INITIATIVE,
AS REPRESENTED BY ITS CO-MANAGING DIRECTORS (the "TI") and
ROBERT PETER LIA
(the "Receiving Party").

WHEREAS:

The TI is providing the Receiving Party with a copy of its Strategic Plan, activity reports, and other pertaining documents (the "Information"), in order to allow the receiving party to review and provide advice and guidance for strategic planning, process improvements, and outcomes optimization.

THE PARTIES AGREE AS FOLLOWS:

1. In consideration for the opportunity to review and discuss the Information, the Receiving Party agrees and acknowledges that the Receiving Party will:
 - (a) not discuss or disclose any of the Information except as expressly permitted by the TI Co-Managing Directors;
 - (b) not disclose the content of discussions held in relation to the Information;
 - (c) not make copies of any written Information;
 - (d) keep any written Information secure while it is in the Receiving Party's possession; and
 - (e) return any written information to the TI Manager, or destroy it when the review is completed, or earlier, if the TI Manager so directs.
2. In the event of a breach of this Agreement by the Receiving Party, the TI will be entitled to preliminary and permanent injunctive relief, which remedy will be in addition to any other rights or remedies to which the TI may be entitled under this Agreement or otherwise under any applicable laws.
3. Nothing contained in this Agreement will be construed as obligating the TI to disclose Information to the Receiving Party, or as granting or conferring on the Receiving Party, expressly or impliedly, any right, title or interest or any licence in or to the Information.
4. The obligations on the Receiving Party commence on the reference date of this Agreement and continue indefinitely, unless the TI has consented in writing to the termination of an obligation.

5. This Agreement constitutes the entire agreement between the TI with respect to the subject matter of this Agreement and cancels and supersedes any prior discussions, correspondence, understandings, agreements, or communication of any nature relating to the subject matter of this Agreement. The Receiving Party may not, without the prior written consent of the TI, assign this Agreement or any of its rights or obligations hereunder. This Agreement may be executed in one or more counterparts and may be delivered by email/fax transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement:

The THERAPEUTICS INITIATIVE, AS REPRESENTED BY ITS CO-MANAGING DIRECTORS:

By:		
Names:	Dr. Colin Dormuth	Dr. Ken Bassett
Title:	Co-Managing Directors, Therapeutics Initiative	Date:

Receiving Party:

(c/s)

By:	Sign Here Please	
Name:	ROBERT PETRELLA	
Title:	Head, Dept of Psychiatry	Date: Aug 10/20.

THERAPEUTICS INITIATIVE OVERSIGHT COMMITTEE TERMS OF REFERENCE

The Therapeutics Initiative Oversight Committee (TI-OC) is an independent advisory body of professionals with expertise in drug therapy, healthcare, and members of the public. The TI-OC makes recommendations to the Therapeutic Initiative (TI) regarding its activities, strategic planning and long-term goals. The recommendations of the TI-OC aim to improve and maintain the health and well-being of British Columbians.

Mandate

The mandate of the TI is to:

- a) provide clinicians, the public, and the Ministry of Health in BC with evidence based drug therapy information on prescription drug therapy; and
- b) transfer knowledge of evidence-based medicine and critical appraisal of clinical studies to clinicians, medical students, and trainees.

TI-OC Membership

Composition

The TI-OC shall be composed of up to eleven (11) members. In addition to the 11 members of the TI-OC four (4) members of the TI Executive Committee will attend the meetings.

Appointment

The Members of the TI-OC shall be appointed by the TI Co-Managing Directors.

Members are appointed for an initial term of three years, with possibility of renewal.

Qualifications & Criteria

Collectively, the TI-OC members should comprise the following competencies:

- knowledge of issues related to the health care system at the community, regional and/or national level;
- ability to comply with the *TI Conflict of Interest Guidelines*;
- ability to act with integrity and independence of specific interests;
- ability to relate to and respect a diverse range of values and beliefs;
- ability to review considerable amounts of information;
- availability to commit the time necessary to participate fully;

- experience or familiarity with government policy and decision making processes;
- experience working in a team based and/or collaborative decision making environment;
- objectivity and strong reasoning skills, including the ability to understand complex systems;
- expertise may include the following:
 - clinical background (MD, PharmD or equivalent experience)
 - general medicine, family medicine or specialty practice
 - clinical pharmacy or clinical pharmacology practice;
 - medical ethics, medical law or medical policy;
 - health economics;
 - patient advocacy
- awareness of, and interest in, the perspectives of members of the general public on issues related to health care services and medicines;
- experience with public engagement; and
- awareness of a health system focus which recognizes that drug therapies should be evaluated using a rigorous evidence-based approach.

Withdrawal from the TI-OC

A Member may resign at any time upon written notification to the TI Manager.

A Member may be removed from the TI-OC by the TI Co-Managing Directors at any time.

Conflict of Interest

All Members must abide by the terms of the TI Conflict of Interest Guidelines.

Breach of these guidelines may result in removal of the member from the TI-OC.

Confidentiality

Participants are required to respect the confidentiality of any materials provided as part of the TI-OC and the discussions at the meetings. No participant shall knowingly divulge any such information to any person other than another participant, unless the participant is legally required to do so. A participant shall not use information obtained as a result of his or her involvement in the TI-OC for his or her personal benefit. Each participant shall avoid activities that might create appearances that he or she has

benefited from confidential information received during the course of his or her activities with the TI-OC.

TI-OC Meetings

Nature of Meetings

The TI-OC shall hold meetings as required to carry out its responsibilities and make recommendations to the TI. Each meeting will have a time commitment as required for preparation prior to each meeting.

Frequency

The TI-OC will meet twice a year. Each meeting shall be 2 to 3 hours in duration, depending on the agenda. Additional meetings may be held at the call of the TI Co-Managing Directors and may be held by teleconference or videoconference, if available.

Attendance Requirement

Members are required to attend at least 50 percent of the TI-OC meetings each year. A Member who is unable to attend the in-person meeting may participate in the meeting by teleconference.

Agenda & Records of Meetings

The TI Co-Managing Directors that are chairing the TI-OC meeting shall develop the meeting agendas. The TI shall keep permanent records of all recommendations made by the TI-OC.

CONFLICT OF INTEREST GUIDELINES

For the Therapeutics Initiative

(last revised June 26, 2018)

Purpose of the Guidelines

These Therapeutics Initiative Conflict of Interest Guidelines (Conflict of Interest Guidelines) are intended to ensure the highest ethical standards and maintenance of the integrity of the Therapeutics Initiative (TI). The principles of transparency and disclosure are essential to achieving these objectives. Participants in all aspects of the TI will ensure that conflicts of interest are identified and resolved, thereby preserving the objectivity and credibility of the TI.

Definitions

“Entity” means any company, organization (including government or university) or individual that may have a direct or indirect interest in the matters under consideration in the TI;

“Immediate Family Member” means the spouse or child of the Participant;

“Participant” means a member of staff, Faculty, or any committee or subcommittee that participates (whether through work, consulting, providing advice, recommendations or otherwise) in the TI;

Applicability

These Conflict of Interest Guidelines apply to all Participants.

Scope of Conflict of Interest

A conflict of interest may exist whenever a Participant or an Immediate Family Member of a Participant has a direct or indirect interest or relationship, financial or otherwise, with an Entity that may affect or reasonably appear to affect the objectivity or fairness of the Participant in the TI.

Process for Determining Existence of Conflict of Interest

- 1) Each Participant must provide the disclosure of information as required in these Conflict of Interest Guidelines. The TI Co-Managing Directors will determine if the interest or relationship of a Participant in the TI amounts to a conflict of interest.
- 2) If it is determined that the circumstances or interests of the Participant amount to a conflict of interest, the Participant shall not participate in the discussion or recommendations related to that issue.

Disclosures of Conflicts of Interest

- 1) Upon the appointment of a Participant to the TI, the Participant is required to complete and submit a TI Conflict of Interest Disclosure Form to the TI Manager.
- 2) In addition, all Participants must complete and submit an updated TI Conflict of Interest Disclosure Form annually to the TI Manager.

- 3) Notwithstanding paragraphs 1) and 2) above, the obligation to disclose potential conflicts of interest is ongoing, and all Participants must inform the TI Manager of any potential conflict of interest that arises at the earliest opportunity.
- 4) Without limiting the generality of the foregoing, as part of the TI Conflict of Interest Disclosure Form, and as part of the ongoing duty of disclosure, Participants are required to disclose the following information in relation to themselves and their Immediate Family Members:
 - a) amount and source of payments received from any Entity over the previous three years which total \$2,000 or greater per year including salary, honoraria, royalties, and payments for services rendered;
 - b) funds received from any Entity for research during the previous three years;
 - c) number of shares and current value of stock (excluding mutual funds) held in any Entity for which the current value is \$2,000 or greater;
 - d) any current ownership interest in an Entity that is not publicly traded;
 - e) employment by or appointment to the Board of Directors of an Entity during the previous three years; and
 - f) any additional interest, affiliation or relationship with an Entity which may create or reasonably be perceived as creating a conflict of interest.
- 5) When Participants receive TI meeting agendas and/or documents, they shall review the details provided in the materials to ensure that neither they nor their Immediate Family Members have potential conflicts of interest with any Entity involved. Any potential conflicts of interest (including any that have been previously disclosed in the initial or annual TI Conflict of Interest Disclosure Form) must be declared in writing, as soon as possible.

Confidentiality

The content of each completed TI Conflict of Interest Disclosure Form, and any declaration of conflicts of interest disclosed before a meeting, shall remain confidential. Only the TI Co-Managing Directors and TI Manager shall have access to this confidential information.

Amendment to the Conflict of Interest Guidelines

After appropriate consultation, the Conflict of Interest Guidelines may be amended by the TI Co-Managing Directors.

