# **TERMS OF REFERENCE**

# STEERING COMMITTEE ON INFECTION PREVENTION AND CONTROL GUIDELINES

Revised: August 2010

# TERMS OF REFERENCE STEERING COMMITTEE ON INFECTION PREVENTION AND CONTROL GUIDELINES

#### 1.0BACKGROUND

The Infection Prevention and Control (IPC) Program of the Blood Safety Surveillance and Health Care Associated Infections Division (BSSHCAID), Centre for Communicable Diseases and Infection Control (CCDIC), Public Health Agency of Canada (PHAC), has the mandate to support healthcare organizations and providers, and complement Provincial/Territorial efforts in establishing programs for the prevention and monitoring of healthcare associated infections. The development of infection prevention and control guidelines specific to the Canadian situation is one of the activities that BSSHCAID undertakes in order to meet this mandate. To guide this activity, the Steering Committee on Infection Prevention and Control Guidelines (SCIPCG) was established in 1985.

## 2.0 MANDATE

The SCIPCG is a federal, multi-disciplinary committee that serves as an advisory body to guide the development and maintenance of the Agency's *Infection Prevention and Control Guidelines Series* (IPCGS). In addition, it provides the Agency with timely advice and recommendations on current and emerging infection prevention and control issues in settings where health care is provided.

The SCIPCG accomplishes this mandate by:

- Advising on the timely review and revision of existing guidelines in the IPCGS using evidence-based literature, best practices, and expert opinion,
- Advising on the development of new guidelines in the IPCGS using evidence-based literature, best practices, and expert opinion,
- Providing line-by-line review of the guidelines in revision and other documents as required,
- Advising on the development of educational strategies and tools to accompany the guidelines in the IPCGS as required,
- Engaging in discussion with provincial and territorial experts to facilitate the development and implementation of guidelines.
- Participating in the ad hoc development of policies, guiding documents, companion documents and other publications regarding infection prevention and control as needed, by the PHAC.

#### 3.0GOVERNANCE

# 3.1 Reporting

The SCIPCG reports to the Director, BSSHCAID.

# 3.2 Membership

All SCIPCG members are volunteers; they do not receive honoraria in compensation for their contribution of expertise and time.

# 3.2.1 Chair

The Chair will be a Physician member of the SCIPCG and will be appointed by the Director of BSSHCAID for a term of four (4) years with the possibility of up to a four (4) year extension at the discretion of the Director of BSSHCAID.

The Chair presides over all SCIPCG meetings and in collaboration with the BSSHCAID conducts the following duties:

- Develops meeting agendas,
- Plans and coordinates SCIPCG activities,
- Assesses and provides recommendations on issues related to SCIPCG membership including appointment of new members and modifications to membership terms, and
- Identifies SCIPCG priorities.

#### 3.2.2 Vice-Chair

The Vice-Chair will be the Manager of the IPC Program and will assist the Chair to fulfil his/her duties.

# 3.2.3 Members

The SCIPCG will be composed of a maximum of nineteen (19) members as follow:

- Five (5) infectious disease specialists, including a minimum of one (1) paediatrician;
- Five (5) infection prevention and control practitioners, including a minimum of one (1) representing each of the following settings: acute care, long-term care, and home care:
- Up to nine (6) representatives with expertise in areas such as, but not limited to, occupational health and/or hygiene, public health, medical microbiology, clinical medicine (e.g., respirology), healthcare epidemiology, nursing, health economics, and medical instrument/device reprocessing;
- Up to (2) representatives with expertise on IPC in northern, remote and isolated communities.

Upon offer of membership, prospective members will be informed which specific area of expertise they would be representing on the SCIPCG.

The Director of BSSHCAID, in consultation with the Chair and Vice-chair, will appoint all SCIPCG members. Initial appointments will be four (4) years with a possible extension of two (2) years at the discretion of the Director of BSSHCAID, in consultation with the Chair.

These appointments are offered to individuals, and not an association or organization; therefore, the SCIPCG member cannot delegate the rights and responsibilities of membership to another

individual.

Attempts will be made to reflect a balanced representation of the regions of Canada, different healthcare settings, and both official languages.

Members will have:

- Expertise and be actively involved in the area they represent;
- Knowledge in the field of infection prevention and control;
- A practical understanding of problems faced in the delivery of healthcare;
- Effective communication and team working skills;
- The ability to critically appraise scientific literature.

SCIPCG members will be required to participate in at least one (1) Infection Prevention and Control Guideline Working Group (IPCGWG – see section 3.2.5) per term voluntarily or at the Chair's request. If by their third anniversary a member has not become engaged as a member on an IPCGWG, they will forfeit their membership on the SCIPCG.

Members may also be invited to participate on ad hoc emergency guidance development groups to address emerging infection prevention and control issues. Participation in an ad hoc group does not satisfy the requirement to participate in an IPCGWG.

Membership may be terminated by a member at any time with one (1) month written notice to the BSSHCAID Director. Membership may also be terminated with reason by PHAC at any time on written notice from the Director of BSSHCAID.

PHAC employees may not be appointed to the SCIPCG as voting members.

#### 3.2.4 Liaison Representatives (Non-Voting)

At the discretion of the Director of BSSHCAID and the SCIPCG Chair, an external organization may be invited to participate in the SCIPCG and identify an individual within the organization to act as a non-voting liaison representative. The role of the liaison representative is to communicate their organization's view and provide expertise in a specific subject area of infection prevention and control. The liaison representative will participate for a specified term. (Refer to Appendix A, under separate cover, for a list of Liaison Organizations.)

The liaison representative's participation at the SCIPCG meetings will not be financially supported by PHAC.

The organizations can delegate the rights and responsibilities of liaison membership to another individual in their organization when necessary.

PHAC employees and SCIPCG members may not serve as liaison representatives.

# 3.2.5 Ad Hoc Members (Non-Voting)

In addition to its members and liaison representatives, the SCIPCG may include other non-voting members as deemed appropriate by the Director of BSSHCAID in consultation with the Chair of the SCIPCG. The role of ad hoc members includes providing additional knowledge and expertise on a specific subject area of infection prevention and control.

# 3.2.6 Infection Prevention and Control Guideline Working Groups

Infection Prevention and Control Guideline Working Groups (IPCGWGs) will be composed of SCIPCG members, as well as liaison representatives and other ad hoc members, who bring topic specific expertise on the issues under discussion.

The Chair of an IPCGWG will be a member of the SCIPCG and be appointed by the Chair of the SCIPCG in consultation with the Vice-Chair. The IPCGWGs will be supported by a PHAC Lead for the specific quideline.

The term of the IPCGWG Chair and members will continue for the duration of the specific guideline's development. This will supersede the term 3.2.3

#### 4.0 DECISION MAKING

# 4.1Quorum

Quorum is 60% (including the Chair) of the SCIPCG members, 40% of whom must be physicians. Members who abstain from voting remain part of the quorum.

# 4.2 Voting

Decisions will be made by consensus. When a consensus cannot be reached, a formal open vote of SCIPCG members will be taken. To pass, a vote must have the agreement of 75% of present voting members. An abstention will count as a neutral vote.

In all cases, responsibility for final decision-making for the content in the IPCGS remains with PHAC. In situations where there is a difference of opinion between the SCIPCG and PHAC on the recommendations in an Infection Prevention and Control Guideline, PHAC will note the difference of opinion.

### **5.0 MEETINGS**

The SCIPCG will hold two face-to-face meetings per year. More frequent meetings may be arranged when the need arises as determined by the Chair of the SCIPCG, in consultation with the Vice-chair.

# **5.1 Attendance**

Members of the SCIPCG are expected to attend all meetings. Members who are absent from three (3) consecutive meetings of the SCIPCG will forfeit membership. Meetings for urgent/emerging issues are not counted for this item.

### 5.2 Agenda

Items for SCIPCG meeting agendas will be developed by the Secretariat, with input from and for consideration by members. The final agenda will be determined by the Chair of the SCIPCG and Vice-chair and will go through formal approval by all members at the beginning of each meeting.

# 5.3 Meeting Material

Meeting material will be sent out to members four (4) weeks prior to a meeting. At the request of members, meeting material will be available in both official languages.

#### 5.4 Record of Decisions

Record of Decisions (ROD) of meetings will be prepared and distributed for review and comments as soon as possible. The ROD will be considered final upon approval by members at the next meeting. The ROD will reflect consensus and non-consensus discussions.

#### **6.0 RESOURCES AND SUPPORT**

Scientific, research, policy and secretariat functions and administrative support to the SCIPCG will be provided and/or funded by the PHAC.

Unless otherwise specified, PHAC will be responsible for travel cost of members to attend SCIPCG and IPCGWG meetings. Travel, accommodation, meals and incidental expenses will be reimbursed in accordance with the Government of Canada Treasury Board guidelines.

#### 7.0 PROFESSIONAL CONDUCT AND ETHICS

# 7.1 Privacy of information

Matters discussed at meetings and teleconferences are confidential and may not be discussed in public by members and liaison representatives of the SCIPCG. Reports to respective associations by members and liaison representatives shall be in general terms only and shall be maintained in confidence by the member's and liaison representative's organization. Members will be expected to review the attached Conflict of Interest Guidelines, and sign and return the Confidentiality Agreement (Appendix B) to the BSSHCAID.

Draft guidelines, documents and statements shall not be shared. However, in some instances, a draft guideline or information on the general direction the SCIPCG is taking with a guideline/document or statement may be shared upon the direction of the Director of BSSHCAID in consultation with the Chair of the SCIPCG.

#### 7.2 Media Interaction

All media requests related to SCIPCG discussions, activities or statements shall be directed to the

PHAC Media Relations Division. When members are asked to speak on infection prevention and control related issues raised by the SCIPCG, they should make their statements under their respective jurisdiction or professional affiliation(s). In their statements, members should also underline that they are <u>not</u> speaking on behalf of PHAC, the SCIPCG or any IPCGWG.

# 7.3 Conduct and Transparency

SCIPCG members and liaison representatives are expected to conduct themselves in a professional manner. In the event that a conflict of interest arises, or the appearance thereof, in the course of the work of the SCIPCG or any IPCGWG, the individual involved must declare its existence and remove himself/herself from participating in the discussion or from any further participation on the SCIPCG or IPCGWG according to the circumstances of specific situations.

Before appointment, all SCIPCG members will be required to submit a Conflict of Interest Disclosure Form (Appendix B) to the BSSHCAID. It is incumbent upon each member to update his/her statement should his/her personal situation change.

### **8.0 SECURITY CLEARANCE**

All SCIPCG members will be required to have security clearance to the level of reliability status (see Appendix C).

# 9.0 INDEMNIFICATIONS AND LEGAL ASSISTANCE

The status of all members of the SCIPCG will be that of volunteers. As a volunteer each member will be eligible for the same protection available to PHAC employees when faced with comparable risks.

It is the policy of PHAC to completely indemnify departmental appointees against personal civil liability, incurred by reason of any act or omission within the scope of the member's activity and to make no claim against the member based upon such personal liability, if the member acted honestly and without malice. Members are referred to the Government of Canada's Treasury Board Policy on Volunteers, available at: <a href="http://www.tbs-sct.gc.ca/pubs\_pol/hrpubs/vp-pb/vp-pb\_e.asp">http://www.tbs-sct.gc.ca/pubs\_pol/hrpubs/vp-pb/vp-pb\_e.asp</a>

A member who becomes aware of a possible claim or proceeding as a result of any alleged act or omission within the scope of the member's activities shall inform the Director of BSSHCAID immediately.

# 10.0 AMENDMENTS TO THE TERMS OF REFERENCE

The Terms of Reference (TOR) shall be reviewed every two years. Amendments to the TOR shall be made by the Director of BSSHCAID, in consultation with the Chair of SCIPCG, and subject to informing the SC members at the next meeting held.

# Appendix A

Steering Committee on Infection Prevention and Control Guidelines Liaison Organizations\* (Non-Voting)

• Accreditation Canada

- Association des infirmières en prévention des infections (AIPI)
- Association des médecins microbiologistes infectiologues du Québec (AMMIQ)
- Association of Medical Microbiology and Infectious Disease Canada (AMMI-Canada)
- Canadian Healthcare Association (CHA)
- Canadian Medical Association (CMA)
- Canadian Nurses Association (CNA)
- Canadian Occupational Health Nurses Association (COHNA)
- Canadian Patient Safety Institute (CPSI)
- Community and Hospital Infection Control Association Canada\*\* (CHICA-Canada)
- Network or Networks CHICA-Canada Interest Group\*\*
- Victorian Order of Nurses Canada (VON Canada)

<sup>\*</sup>Note: This list is not all inclusive and may change as the need arises as determined by the Director of the Blood Safety Surveillance and Healthcare Associated Infections Division, Public Health Agency of Canada, in collaboration with the Chair of the Steering Committee on Infection Prevention and Control Guidelines.

<sup>\*\*</sup>Note: A total of two participants from CHICA-Canada (CHICA President or Executive Director and Chair - Network of Networks Interest Group)

# **Appendix B**

# STEERING COMMITTEE ON INFECTION PREVENTION AND CONTROL GUIDELINES

# **Conflict of Interest Guidelines and Confidentiality Agreement**

Last Updated: April 2010

#### **TABLE OF CONTENTS**

1.	INTRODUCTION	11
2.	CONFLICT OF INTEREST	11
3.	CONFLICT OF INTEREST GUIDELINES FOR SCIPCG MEMBERS	11
4.	PROCESS FOR SOLICITING CONFLICT OF INTEREST INFORMATION	12
5.	POSSIBLE MEASURES TO MANAGE SITUATIONS OF CONFLICT OF INTEREST	
6.	CONFIDENTIALITY AGREEMENT	12
ΑТ	TACHMENT I – INFECTION PREVENTION AND CONTROL GUIDELINE STEERING COMMITTEE	

CONFIDENTIALITY AGREEMENT

ATTACHMENT II- CONFLICT OF INTEREST DISCLOSURE FORM

#### 1. INTRODUCTION

The Public Health Agency of Canada (PHAC) requires a conflict of interest policy for external advisors to be a member of the Steering Committee on Infection Prevention and Control Guidelines (SCIPCG). Such a policy will help to ensure the integrity, objectivity and impartiality of its decision-making process and will contribute to public confidence.

In addition to the PHAC's policy on conflict of interest, this document provides guidance on the management and declaration of conflict of interest for members of the SCIPCG.

The processes described here recognize the difficulty in locating nationally recognized experts who are completely free of real, potential (capacity to develop into something in the future), or perceived conflict of interest, since nearly all experts have affiliations with the scientific community, or special interest groups which may receive funding from industry. The PHAC seeks to achieve a reasonable balance between these sometimes divergent considerations; gaining from the expertise of external advisors while avoiding conflict of interest.

This document also provides confidentiality guidelines for members of the SCIPCG along with a confidentiality agreement to be completed at the start of membership tenure.

#### 2. CONFLICT OF INTEREST

The SCIPCG is best served by members with differing areas of expertise and perspectives related to infection prevention and control, who can participate in consensus development with open and fair minds. Strength of convictions, willingness to debate, and ensuring rigor in scientific analysis, are desirable components of consensus seeking, along with the key requirements of objectivity and openness to reason. Any situation that might interfere with a member's ability to meet these standards during deliberations shall be considered a real, potential or apparent conflict of interest and should be disclosed immediately to the Director of the Blood Safety Surveillance and Health Care Associated Infections Division (BSSHCAID).

#### 3. CONFLICT OF INTEREST GUIDELINES FOR SCIPCG MEMBERS

Each committee member is responsible for taking such action as is necessary to prevent real, potential or apparent conflicts of interest, and to immediately inform the Director of the BSSHCAID of circumstances that place or may place the member in a position of conflict of interest, as set out in this Guideline.

Individuals acting for the government represent the public interest and as such are subject to standards, which may be different from those in the private sector. It is not sufficient to avoid actual conflicts of interest. One must also avoid any situation which might cause the public to doubt the objectivity of government action.

This is especially so in a sensitive area such as health protection, where the actions of government are subject to intense scrutiny, and where experience has shown that minor

incidents may occasionally be blown out of proportion and affect negatively the reputation of the persons concerned.

#### 4. PROCESS FOR SOLICITING CONFLICT OF INTEREST INFORMATION

SCIPCG members, liaison representatives, and ad hoc members will be asked to complete an annual declaration of Conflict of Interest at the first meeting of each calendar year. The declaration form will be used to solicit relevant information from members of the SCIPCG. The failure of a member to complete and return the questionnaire may limit or disqualify his/her participation in upcoming SCIPCG meetings until a review has been completed.

Prior to SCIPCG meetings, the Infection Prevention and Control Program Manager will distribute a draft agenda indicating topics for discussion and requesting that members and liaison members advise the Director of the Blood Safety Surveillance and Health Care Associated Infections Division (BSSHCAID).

of any real, apparent or perceived conflicts of interest in relation to the agenda items that have not been previously declared.

All information disclosed by SCIPCG members to PHAC is confidential and will be handled as such.

#### 5. POSSIBLE MEASURES TO MANAGE SITUATIONS OF CONFLICT OF INTEREST

Depending on the situation, a number of measures to manage conflict of interest may be considered. Sometimes the mere fact that a problem has been disclosed and discussed at the outset will suffice to diffuse public concerns.

Options for Managing Potential Conflicts:

- 1. Once conflict of interest is disclosed to PHAC, no restriction on participation;
- 2. Director of the Blood Safety Surveillance and Health Care Associated Infections Division (BSSHCAID) will inform members of the individual's potential "bias" (with permission from member);
- 3. Member asked to withdraw from (a) discussion (b) formulation of or voting on recommendations or (c) meeting; and
- 4. In rare cases, the individual's appointment is terminated.

# 6. CONFIDENTIALITY AGREEMENTS

SCIPCG members, liaison representatives and ad hoc members will be asked to sign a copy of the confidentiality agreement attached here (Appendix I) before commencing their term on the committee. Failure to comply with this agreement could result in termination of an individual's membership on the SCIPCG and, where an action is commenced, a finding of breach of confidentiality by a court. SCIPCG members, liaison representatives, and ad hoc representatives are also reminded to review the Privacy of Information section (section 7.1) of the Terms of Reference.

#### **ATTACHMENT I**

#### **CONFIDENTIALITY AGREEMENT**

### **BETWEEN:**

# [Include title of official] on behalf of Her Majesty the Queen in right of Canada

("Canada")

#### **AND**

# [Name of Member]

("the Member")

WHEREAS the documents and information that the Member may receive in the course of carrying out his or her responsibilities as a member of the **Steering Committee on Infection Prevention and Control Guidelines** (SCIPCG), whether in verbal or in written form, may be confidential information from Canada; and

WHEREAS the Member recognizes and agrees that all such information they receive directly or indirectly from Canada is of a sensitive nature and accordingly must be held in the utmost confidence;

Now therefore Canada and the Member hereby agree as follows:

# 1 **DEFINITIONS**

- 1.1 **"Confidentiality Agreement"** means this agreement, which includes attached appendices, and refers to the whole of this agreement, not to any particular section or portion thereof;
- 1.2 "*Confidential Information*" means without limitation,
  - 1.2.1 All scientific, technical, business, financial, legal, marketing or strategic information; or
  - 1.2.2 Information that is non-public, protected, confidential, privileged or proprietary in nature, This may have actual or potential economic value, in part, from not being known;
  - 1.2.3 However fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives);

- 1.2.4 During discussions, telephone calls, meetings, tests, demonstrations, correspondence or otherwise; or any part or portion thereof, related to activities pursuant to the *Confidentiality Agreement*, irrespective of whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.
- 1.3 "Party" or "Parties" means either Canada or the Member, or both of them.

# **2 CONFIDENTIALITY**

- 2.1 <u>Purpose</u> *Confidential Information* disclosed to the Member shall be:
  - 2.1.1 Used by the Member solely for the purpose of fulfilling their responsibilities as a Member of the SCIPCG and for no other purpose whatsoever;
  - 2.1.2 Held in confidence, safeguarded and not disclosed by the Member;
  - 2.1.3 Held in trust and dealt with only as authorized under 2.1.1 (Purpose);
  - The failure to identify *Confidential information* shall not change the confidentiality of that information, or otherwise remove such information from the scope of this *Confidentiality Agreement*.
- 2.2 No Waiver of Privilege The Member acknowledges that Canada does not intend to and does not waive any privilege they may have in respect of any of the *Confidential Information*. The Member acknowledges that the *Confidential Information* is the property of Canada.
- 2.3 <u>Reasonable Efforts to Protect Confidential Information</u> The Member shall use all reasonable efforts and take such action as may be appropriate to prevent the unauthorized use or disclosure of, and to preserve the confidentiality of, all Confidential *Information*, including, without limitation:
  - 2.3.1 Any copying or reproduction;
  - 2.3.2 EMPLOYEES ensuring that the *Confidential Information* is disclosed only to those employees of the Member:
    - 2.3.2.1 Who have a need to know for the purposes under paragraph 2.1 (Purpose)
    - 2.3.2.2 Who are subject to a contractual duty of confidentiality no less onerous than that found in this *Confidentiality Agreement;* and
    - 2.3.2.3 Are properly instructed to maintain the *Confidential Information* in confidence;

- 2.3.3 THIRD PARTIES not disclosing to any third party the fact of, or the terms and conditions of, this *Confidentiality Agreement*, or any *Confidential Information*; and
- 2.3.4 SAFEGUARDS safeguarding all *Confidential Information* against theft, damage or access by unauthorized persons by all reasonable means, including, without limitation, visitor control, controlled photocopier access, computer firewalls, secure computers, and physical security of facilities and computer networks.
- 2.4 <u>Common Law Duty of Confidentiality</u> Nothing in this **Confidentiality Agreement** derogates, displaces or otherwise diminishes the common law or equitable duty of confidentiality vested in the Member concerning the **Confidential Information**.

#### 3 CONFIDENTIALITY EXCLUSIONS

- 3.1 <u>Specific Exclusions</u> Article 2 (Confidentiality) does not apply to **Confidential Information** which, even if it may be marked "confidential", is not really confidential, in that:
  - 3.1.1 IN PUBLIC DOMAIN the information was legally and legitimately in the public domain in North America or Europe through no act or omission of the Member at the time of disclosure by the Member;
  - 3.1.2 PUBLISHED the information was legally and legitimately published or otherwise becomes part of the public domain in North America or Europe through no act or omission of the Member at the time of disclosure by the Member;
  - 3.1.3 ALREADY KNOWN TO THE Member the information was already in the possession of the Member at the time of disclosure by Canada and was not acquired by the Member, directly or indirectly, from Canada (as shown by documentation sufficient to establish the timing of such possession), and the Member is free to disclose the information to others without breaching any contractual or trust obligations or common law duties;
  - 3.1.4 THIRD PARTY DISCLOSES the information becomes available from an outside source who has a lawful and legitimate right to disclose the information to others, and the Member is free to disclose the information to others without breaching any contractual or trust obligations or common law duties;
  - 3.1.5 INDEPENDENTLY DEVELOPED the information was independently developed by the Member without any of the *Confidential Information* being reviewed or accessed by the Member (as shown by documentation sufficient to establish the timing of such development); or

3.1.6 JUDICIAL / ADMINISTRATIVE ORDER - the information was released due to a compulsory order under a judicial process or under a compulsory regulatory (including securities) requirement, none of which was invited by, or consented to, by the Member, and the Member made all reasonable efforts to secure a court order to limit production, use and disclosure of the information to the narrowest class practical under the circumstances.

#### 4 SURVIVAL OF CONFIDENTIALITY OBLIGATIONS

4.1 Notwithstanding the termination or expiration of the *Confidentiality Agreement* the Confidentiality obligations under Article 2 shall subsist indefinitely following receipt of the *Confidential Information* from Canada or until the *Confidential Information* has no economic value, whichever is the later.

#### **5 TERMINATION**

5.1 <u>Consequences of Termination</u> - Upon demand from Canada, the Member shall return to Canada any *Confidential Information* in their possession, whether in the form of materials supplied by Canada or in the form of notes, reports or other materials prepared by Canada or by the Member from *Confidential Information* provided by Canada.

# **6 CROWN RIGHTS**

- 6.1 No Bribes / No Share to Members of Parliament The Member warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any Government official or employee for the obtaining of the *Confidentiality Agreement*. Pursuant to the *Parliament of Canada Act*, R.S.C. 1985, c.P-1, no member of the House of Commons or Senate will be admitted to any share or part of the *Confidentiality Agreement* or to any benefit arising from the *Confidentiality Agreement*.
- 6.2 <u>Public Office Holders</u> It is a term of this **Confidentiality Agreement** that no former public office holder, who is not in compliance with the post employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders*, shall derive a direct benefit from this **Confidentiality Agreement**.

# 7 NOTICES

7.1 <u>Contact Individuals & Addresses & Numbers</u> - Unless otherwise notified, the representatives of Canada and the Member for the purpose of the *Confidentiality Agreement* shall be:

For Canada: Name Title Address Telephone Facsimile Internet/Email

For the Member:

Name

Title

Address

Telephone

Facsimile

Internet/Email

- 7.2 <u>Mode of Service</u> All notices or other communications necessary under the **Confidentiality Agreement** shall be in writing and shall be delivered personally; by courier; by double registered mail; by facsimile; by internet/email; or any combination of the foregoing to the addresses and persons cited above or, subsequently, to such other persons or addresses or numbers as the party may, from time to time, designate in writing to the other party.
- 7.3 <u>Confirmation of Service</u> Any notice or communication shall be considered to have been received when personally served; when signed on the courier invoice; when signed on the return registered mail; when delivered according to the facsimile confirmation sheet; or when the internet "postmaster" states receipt of the electronic message.

# 8 GOVERNING LAW

8.1 This Agreement shall be governed by and interpreted in accordance with the laws of Ontario, Canada.

**IN WITNESS WHEREOF** this *Confidentiality Agreement* has been executed by the *Parties* and shall take effect on the date of the last signature.

The Member:

Executed in counterparts this	
day of	, 2010
	·

Canada:

Executed in	counterparts	this
-------------	--------------	------

day of \_\_\_\_\_\_, 2010

[Include title of official] on behalf of Her Majesty the Queen in right of Canada

# **ATTACHMENT II**

# **DISCLOSURE FORM -CONFLICT OF INTEREST**

ontrol Guidelines
IEMBER'S NAME:
have reviewed my current activities and those of recent years, particularly as they relate to the tached checklist. I have also considered the activities of my spouse and immediate family sembers in so far as they could be viewed to affect my impartiality.
would like to bring the following to the attention of the:, Public Health Agency of Canada (You may prefer to
se an attachment)
hereby certify that I am not in a position of real, potential or apparent conflict of interest except s disclosed above.
undertake to inform the Branch of any change in circumstances that may place me in a position real, potential or apparent conflict of interest.
undertake not to disclose or misuse in any way, confidential or privileged information to which I say be made a party.
IGNATURE:DATE:

#### **CONFLICT OF INTEREST CHECKLIST**

In reviewing your activities (and those of your spouse and immediate family members) to determine whether they create a real, potential or apparent conflict of interest, among other things, consider the following:

- Investments in a business enterprise (Other than mutual funds or Registered Retirement Savings Plans that are not self-directed);
- Previous, present and potential Contracts, grants and/or contributions;
- Pending negotiations regarding potential contracts;
- Honoraria and other sources of personal income;
- Advice to or close association with manufacturers;
- Gifts and hospitality of significant value;
- Travel sponsorship;
- Research support/funding;
- Participation as investigator in clinical trials of relevance to the Committee's mandate;
- Promotion of a product(s) of relevance to the Committee's mandate;
- Publications;
- Public statements;
- Lobbying activities;
- Membership in special interest groups;
- Expert testimonies in Court;
- Access to confidential information;
- Any interest or activity which may create a reasonable apprehension of bias.

# Appendix C

Security Clearance
(To be added)