

6 Appendix 1

6.1 Letter of Understanding and Confidentiality Agreement

ASES' PHARMACY FINANCIAL COMMITTEE (PFC)

LETTER OF UNDERSTANDING AND CONFIDENTIALITY AGREEMENT

This Letter of Understanding and Confidentiality Agreement ("the Letter") is to confirm our mutual understanding with respect to the terms and conditions under which _____ (hereinafter referred as "Member"), of legal age, , resident of _____, Puerto Rico, who serves as the _____ of _____, agrees to serve in ASES' Pharmacy Financial Committee (hereinafter referred as "PFC").

It is understood and agreed that as Member you will, among other things, provide the ASES' PFC with the benefit of your knowledge and experience relevant for the development, implementation, and evaluation of pharmacy strategies to improve the cost-effective, access, and efficiency of this service provided by VITAL and managed by the Puerto Rico Health Insurance Administration (herein referred by its Spanish acronym "ASES"). In addition, you will provide advice and recommend changes that will improve the outcomes of VITAL patients needing and/or taking prescription drugs and other related treatments and technologies.

EMR
Member agrees to be part of ASES' PFC with all the rights and obligations as set forth in this Letter.

YS
Member shall participate in all meetings and/or activities of ASES' PFC. If Member cannot attend to a scheduled meeting, he/she will inform ASES and should appoint a substitute to that meeting.

It is expressly understood by the Member that he/she shall not be an employee or provide professional services on a regular basis nor possess shares or stocks of any pharmaceutical corporation during his/her tenure under ASES' PFC.

Any violation from a Member to the covenants stated in this Letter shall constitute a material breach of the obligations under this Agreement and would constitute cause for its removal of the Committee.

As a Member, you agree to hold and maintain confidential, and shall exercise all reasonable care to prevent the disclosure of confidential information received from ASES, the PBM and PPA hereunder; shall not provide it to any independent third party, and shall not use it for any purpose other than that indicated in this Letter or in the Standard Operating Procedures' Manual.

"Confidential Information" shall include, but not be limited to, ASES, the PBM and PPA's know-how, business development data, business activities, specifications and all other intellectual property, including any information disclosed by other Members and Guests from ASES' PFC, provided, however, that the foregoing obligations of non-use and non-disclosure shall not apply to any such confidential information which:

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SEGUROS DE SALUD ,

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(i) is known to the Member before receipt thereof under this Letter (except information previously disclosed to the Member by ASES, the PBM or PPA, or information gained by the Member as a result of prior services performed by the Member for ASES, the PBM or PPA, under an ongoing obligation of confidentiality), or is independently developed by or for the Member without benefit of ASES, the PBM or PPA's confidential information, as evidenced by the Member's written records;

(ii) is disclosed to the Member without restriction after the effective date of this Letter by a third party having a legal right to make such disclosure;

(iii) is or becomes part of the public domain through no breach of this Letter by the Member; or

(iv) is required by law, court, order, a judicial or administrative agency of competent jurisdiction to be disclosed, after maximum practicable notice by the Member to ASES provided that in each case the Member shall use its best efforts to limit such disclosure and maintain the confidentiality of such confidential information to the extent possible.

EMR
All drawings, papers and records of any kind relating to the business of ASES, the PBM or PPA in the possession of the Member, are and shall be the property of ASES. The Member will return the information in its possession to ASES at any time upon request by them.

jb
ASES will not use any statement, contribution, or opinion of the Member in favor or against future contractual relationships or negotiations between ASES and the represented entity, related or not to the GHP. Additionally, ASES will maintain the confidentiality of any statement, contribution, or opinion expressed by the Member during Committee meetings.

Either party reserves the right to cancel this agreement at any time for any reason or no reason.

If the foregoing terms and conditions meet your understanding and approval, please show your acceptance and agreement by executing this Letter in duplicate in the space provided below and returning one executed duplicate to ASES, whereupon this Letter shall constitute the agreement between you and ASES with respect to the services as a committee member.

Puerto Rico Health Insurance
Administration (ASES)

Accepted and Agreed:

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____ Phone: _____